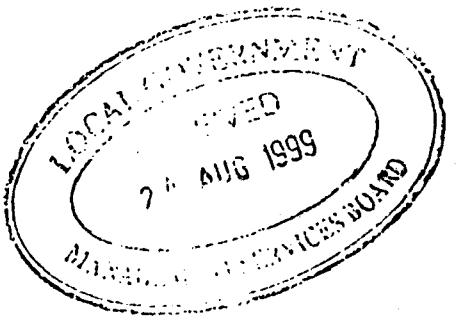
SIPTU

17 August, 1999

The National Negotiating Team for the Retained Firefighters have agreed to recommend the following Composite Agreement covering the pay and conditions of employment for the staff, as detailed to the staff side at 12.10a.m. on Tuesday, 17th August, 1999 in the offices of the Local Government Management Services Board under the agreed Facilitator, arising from Labour Court Recommendation No. 16234:

Signed:

Sean Purcell	Kildare
Stephen Tobin	Kerry
Paul O'Rourke	Swords, Co. Dublin
Brendan McCoy	Dundalk, Co. Louth
Donal Forde	Charleville, Co.Cork
Jim Hough	Tipperary NR
Michael Spillane	Edgeworthstown
John Moynihan	Ballaghadereen, Co. Roscommon
Tommy Morgan	North Tipperary
Philip Bishop	Roscommon
Michael Roche	Wexford
Tony Mansfield	ATGWU
Veronica Trehy	SIPTU
Matt Merrigan	SIPTU



Settlement Proposals for the Retained Firefighters (represented by SIPTU & ATGWU) and the Local Authorities (represented by LGMSB)

RETAINED FIREFIGHTERS

The situation presented in respect of this category is complex and in certain aspects unique. Both sides have a shared interest in the maintenance, development and enhancement of the Service. In these respects their mutual interest is professional, related to long years of proud association with the Service. However, there are dilemmas regarding the most appropriate and viable options for the future of the Service in the 21st Century.

The Working Party was a sincere attempt to grapple with the day to day issues. But as a first effort at reviewing the service since the early 1980s it could only go so far. There is a need for a root and branch review of the Service, not confined, as was this past review to updating the existing conditions. What is required is an holistic approach to the type of Service that can and should be provided. It can no longer be assumed that the "retained service" is the most appropriate method for delivering the Service. This is not a reflection on the Firefighters or the Managers of the existing Service, but rather reflects the changing nature of the society surrounding the Service and the changes which have already been imposed on the Service. It is necessary to examine all and variable systems of employment, be they, part-time, full-time, on call and retained in the context of the recruitment and retention problem facing the Service, balanced against the absolute necessity to provide this vital Service to the public.

Recruitment and retention difficulties are not unique to this category within the Public Service. What is unique is that while in other areas services can be reduced, and a re-distribution of the workload is an option, these options do not exist when a fire occurs and cannot be contemplated.

It follows from the foregoing comments that while it is considered that the most appropriate position for both sides to adopt is to reach agreement within the context of PCW, it is also suggested that the issue of the future employment arrangements for the Service be revisited sooner rather than later. It is proposed to deal in the recommendations with the period 1 July 1997 to 1 July 2000 in terms of pay and conditions. Prior to the conclusion of that period it is proposed that a complete review of the Service should commence. In such a review both sides must be prepared to take a radical approach to the issues facing the Service and to bring to such a review their considered proposals for its future maintenance and development.

It is accepted that the proposals represent a challenge to both sides. Firstly, it is recommended that the chapter headed PCW be closed. Secondly, it is recommended that both sides partake in a complete review of the employment conditions in the Service. A radical approach may be required to address the challenges facing the Service. However, such an approach can generate benefits to the Firefighters, to those charged with managing the Service and the public who rely on the service.

REMUNERATION:

The principle of a relationship with the craft analogue to be retained for the lifetime of this agreement. Some adjustment of the management proposal is recommended together with the introduction of credit for service as follows:

Retained Firefighter:

Service	1/7/97	1/7/98	1.4.99	1.5.99
0-5 years	£2660	£2660	£3245	£3,560
5-10 years	£2695	£3014	£3318	£4,000
10 years+	£2790	£3102	£3412	£4,500

These figures to be adjusted by any increases in the craft analogue scales from 1 July 1998 onwards :

2% under Clause 4 of P2000 Agreement - 1 July, 1999

1½% from 1 July 1999

1% from 1 April 2000

Sub-Officer, Driver/Mechanic:

The differential for this grade over Firefighter will be 39.1% at each point of the scale as follows:

Service	1.7.97	1.7.98	1.4.99	1.5.99
0-5 years	£3589	£4103	£4515	£4869
5-10 years	£3749	£4192	£4615	£5564
10 years+	£3881	£4315	£4746	£6260

These figures to be adjusted by any increases in the craft analogue scales from 1 July 1998 onwards:

2% under Clause 4 of P2000 Agreement – 1 July, 1999

1½% from 1 July 1999

1% from 1 April 2000

Station Officer:

The differential for this grade over Firefighter will be 83.75% at each point of the scale as follows:

Service	1.7.97	1.7.98	1.4.99	1.5.99
0-5 years	£4741	£5421	£5963	£6431
5-10 years	£4952	£5538	£6097	£7350
10 years+	£5127	£5700	£6270	£8269

[illegible] in the craft analogue scales from 1 July 1998 onwards:

2% under Clause 4 of P2000 Agreement – 1 July, 1999

1½% from 1 July 1999

1% from 1 April 2000

With effect from 1 July 1999 the retention rate for the firefighters should be 24%, 26% and 28% of points 1, 7 & 12 of the craftsperson's rate, related to service based on above. Assimilation should be based on service as of 1 July 1997.

Hourly Rate

Full retrospection on the craft analogue adjusted rates to be paid up to 31 December 1998. With effect from 1 January 1999, the rates to be as follows:

Drill	**Fire**	**Sub Hour**	**Night/Weekend**
Rate per hour	Day		1st Hour Sub Hour
8.85	1st hour	8.85	35.40 17.70
	17.70		

This rate to remain in force for the duration of 1999 and to be increased by basic increases occurring after 1 January 2000.

Attendance:

In the case of fire drills, the attendance criteria will be 85%. Excused time off arrangements in place will continue as heretofore. In the case of alert, there is a liability on firefighters to attend. This is the basis on which a retainer is paid.

Where a Chief Fire Officer considers that an individual or group of firefighters are not meeting the liability to a standard he/she considers reasonable in all of the circumstances, he/she will have the right to withhold the retainer as follows:

50% in a first quarter

100% in a second quarter in any twelve months

A firefighter will receive four weeks notice of intention to withhold the retainer. Any further failure to meet the liability will be dealt with through the Disciplinary Procedure.

Any firefighter who has a grievance regarding the withholding of the payment can process their grievance through the agreed procedures.

With regard to the other terms of the Working Group Report in dispute, it is recommend as follows:

ANNUAL LEAVE:

The terms of the Organisation of Working Time Act, 1997 to apply.

1997/1998

6.4% of the hours of a Firefighter worked in the leave year (subject to a maximum of three working weeks and one day).

1998/1999

7.2% of the hours of a Firefighter worked in the leave year (subject to a maximum of three working weeks and three days).

1999/2000 onwards

8% of the hours a Firefighter worked in the leave year (subject to a maximum of four working weeks).

Hours worked include attendance for drills.

Structures to be put in place to ensure that annual leave is time off from duty and therefore distinct from the overall attendance rate. Payment to be accompanied by a related calculation showing hours worked and annual leave hours.

The Union claim for the increase in leave within the craft analogue agreement is to be put on hold for the duration of 1999.

PUBLIC HOLIDAY PAYMENT:

All Firefighters to have the May Public Holiday and 31 December 1999 included in the calculation of their annual leave entitlements. Payment to be made of 16 hours pay in any Local Authority where 1 May was not implemented in 1997/98 or 1998/99 (at July 1997 rates).

SICK PAY:

Where an employee has established an excellent attendance record over a number of years but becomes incapacitated as a result of serious illness or injury, the employee's record will be reviewed on an individual basis. Consideration will be given, where appropriate, to extending the paid sick leave from the normal twelve weeks in such cases up to a maximum of six months retainer in any year. The granting of such extra sick leave will be based on the merits of the particular case and generally will be extended to an individual on one occasion only. The union claim for the seven uncertified days not to be conceded.

CALCULATION OF FEES:

The current system for calculating fees to remain in force.

NIGHT/WEEKEND/PUBLIC HOLIDAY RATES:

The current arrangements for night/weekend and public holiday rates to continue.

PROVISION OF MEALS AT PROTRACTED INCIDENTS:

The nature of Fire Service incidents necessitates that firefighters are called for duty at times which are unpredictable in terms of both the time in which the incident occurs and the duration of the incident.

It is therefore necessary for the welfare of Firefighters to put in place arrangements for the provision of meals. The purpose of these arrangements is to provide food to sustain Firefighters at the scene and to enable them to continue with their duties.

Two situations need to be catered for, i.e.

1. Where an incident occurs at a meal time and the Firefighters miss a meal.
2. Long incidents which carry on through meal times.

The following arrangements are proposed:

The officer in charge of an incident lasting between two and five hours, incorporating meal times, can order the expenditure for food and liquid refreshments to be consumed at an incident. Where the incident exceeds five hours, but not inclusive of meal times, the officer can order the expenditure for food and liquid refreshments, normally to be consumed at the incident.

For the purposes of the above, meal times will be defined as follows:

Breakfast time 7.30a.m. to 9.00a.m.

Lunch time 12.30p.m. to 2.00p.m.

Tea time 5.30p.m. to 7.00p.m.

TRAINING:

All retained fire service personnel will be provided with a minimum of 100 hours training per annum, comprising 80 hours of regular drills and 20 hours of block release courses. Each training drill will be not less than two hours in duration and it is agreed that the Fire Services Council syllabus will be followed. It is accepted that fire personnel are obliged to partake in all relevant training programmes.

PENSIONS:

The ten-year clause in the Retirement Gratuity Scheme to be reduced to five years in line with the timeframe introduced in 1996 for Local Authority and Health staff who are covered by the ex-gratia scheme.

All other items in respect of pensions to be dealt with in the context of the Report of the Commission on Public Service Pensions and subsequent negotiations between the parties.

GRIEVANCE AND DISCIPLINARY PROCEDURE:

SIPTU forwarded proposed amendments to Clauses (a) to (g). In general, these are acceptable. However, they should be forwarded to management and they in turn should indicate acceptance or rejection within fourteen days of receipt from SIPTU. Any major disagreement can be referred for further adjudication. Both parties should aim to have an agreed procedure in place before the 1 January, 2000. The agreed procedure should be circulated to all staff and the appropriate Managers.

OCCUPATIONAL HEALTH SYSTEM:

The Occupational Health Scheme, as detailed in the management data of April 1998, is accepted. Management acknowledges that there are understandable fears from firefighters on this matter. Accordingly in its implementation the following procedures should apply:

- All firefighters should be treated with proper dignity.
- The OHS accepts that age and other issues are taken into account.
- The acceptance of an independent Medical Referee.
- A review of the Scheme after one year.

HEALTH AND SAFETY / TRAINING:

These are related issues. They should be the subject of discussion between the parties on an ongoing basis, not confined to discussions on pay and conditions. It is the responsibility of management to ensure that all relevant safety legislation is in place in each Local Authority.

The parties should approach the National Fire Services Council on a joint basis to seek their assistance in ensuring the most up to date standards of safety and training practices are met for this Service and practised in the Service.

With regard to trade union nominees to the National Fire Services Council, it is considered that this should be pursued nationally by unions in respect of all Firefighters, not confined to the Retained Service.

RECRUITMENT:

Both sides have a mutual interest in ensuring that there is a successful recruitment campaign into the Service. It is recommended that the Department of the Environment co-ordinate a national and local campaign of recruitment emphasising the importance and value of the Service. The unions should support such a campaign. It is hoped that these recommendations overall will assist the parties in encouraging renewed interest among the general public.

TURNOUT TIME:

The current local arrangements whereby the Chief Fire Officer, in the light of local circumstances sets a turnout time limit, will continue to apply following normal consultation.

It is agreed that all on-call firefighters who respond within the turnout time limit will receive full pay for the incident in all circumstances.

It is agreed that any firefighter who fails to respond within the turnout time limit, but responds within the maximum attendance time set by the Chief Fire Officer, will be paid one hour flat time and will be at the Station unless required at an incident.

TECHNOLOGY:

It is acknowledged by the management that staff have co-operated with the introduction of new technology over the last number of years. The union agrees to co-operate with the introduction of new technology, subject to the normal consultation.

STAFF ARRANGEMENTS:

Both sides agree that staffing arrangements must guarantee the twin objectives of adequate availability of firefighters to respond to emergencies and structured time off to meet the social and family needs of the firefighters.

To meet these objectives, the following guidelines will be used in association with the Labour Court Settlement of 1973:

One Pump Station: Optimum recommended staffing level of nine. (It is recognised that there are currently higher staffing levels in some locations.) All nine staff may be alerted in the event of an incident. Alternatively, members, by arrangement with the Station Officer, may register unavailable for call-out; subject to the number available at all times to respond to a call not going below seven.

Two Pump Station: (For Stations with more than 100 calls per annum). Optimum recommended staffing level of 15. These may be utilised in a number of ways: Two crews may be available at any time. In any event, both sides are committed to crewing arrangements, which ensure that there are sufficient staff to provide a necessary service.

Recognising that staff arrangements are a matter for the Chief Fire Officer, it is necessary that staff views on the issue are taken into account. In the event that any group has difficulty with arrangements proposed by a Chief Fire Officer, the dispute will be referred to an agreed third party by either side for non-binding adjudication. The Adjudication Board will comprise of two union nominees (at least one retained firefighter) and two management nominees, with an agreed Chair.

Either side can appeal any decision to the Rights Commissioner Service of the Labour Relations Commission and thereafter to the Labour Court for determination. Existing arrangements (as of August 1999) will remain in place pending the above procedures.

REVIEW:

The need for a review of the organisation and related employment practices in the Retained Fire Service has been addressed in the introduction to this report.

It is agreed that both sides should separately review the Service with a view to presenting position papers to a Joint Forum in March, 2000. The Forum should complete its review by the end of June, 2000 and issue recommendations to the parties in September, 2000. Any negotiations on the implementation of a Forum report should be concluded by the end of December, 2000.

PROVISION FOR IMPLEMENTATION:

Implementation will have to be dealt with in the context of whatever National Agreement may succeed P.2000.

19/8/1999