

Decision title

Role-to-Rank Agreement

Recommendation by Deputy Commissioner, Operations **Decision Number** LFC-0202-D

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Summary

LFC-0202 provides the background to the Role-to-Rank (R2R) Agreement between the London Fire Brigade and the London Region Fire Brigades Union (FBU).

The R2R Agreement has resolved a long-running dispute, and its associated risks, with the FBU regarding the contractual obligations of crew managers.

The R2R project team has scoped and established the necessary changes and reforms required to successfully implement the R2R Agreement and the benefits it brings.

Decision

The London Fire Commissioner confirms and delegates the implementation of the Role-to-Rank Agreement to the Deputy Commissioner for Operations, at a net additional ongoing cost of £525k, as set out in paragraph 83 of report LFC-0202.

London Fire Commissioner

Date 14-10-2019

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Report title

Role to Rank (R2R) Agreement

Report to	Date
Safety and Assurance Directorate Board	05 June 2019
Corporate Services Directorate Board	11 June 2019
Operations Directorate Board	20 June2019
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Summary

This report provides the background to the Role-to-Rank (R2R) Agreement between the London Fire Brigade and the London Region Fire Brigades Union (FBU).

The R2R Agreement has resolved a long-running dispute, and its associated risks, with the FBU regarding the contractual obligations of crew managers.

The R2R project team has scoped and established the necessary changes and reforms required to successfully implement the R2R Agreement and the benefits it brings.

Recommended decision

The London Fire Commissioner confirms and delegates the implementation of the R2R Agreement to the Deputy Commissioner for Operations, at a net additional ongoing cost of \pm 525k, as set out in paragraph 83.

Background

- The national changes to move from a rank-based structure to a role-based structure in 2003/04
 was intended to deliver a reduction in standby moves as crew managers were to 'cover' for
 absent watch managers. However this intention was not enshrined in national agreements; the
 nature of this 'cover' was not defined further, and this position was never fully accepted by the
 Fire Brigades Union (FBU).
- 2. When the London Fire Brigade moved from rank to role in 2005, crew manager cover continued to be an area of disagreement that was eventually resolved via the 'deputising' agreement reached in November 2005. However of necessity this was a compromise agreement under which competent crew managers only deputised for watch managers at their own station, and then only for a maximum of eight consecutive shifts. Separate arrangements , in the form of a collective agreement (crew manager agreement) applied when crew managers covered for

absent watch managers at other fire stations, however the contractual nature of these cover arrangements was ambiguous and was called into question during/after the 2010 shift pattern dispute.

- 3. Within the crew manager star agreement, there was a lack of clarity around the contractual obligations for crew managers to:
 - a) Deputise for watch managers
 - b) Be in charge of a station
 - c) Redeploy appliances
- 4. The contractual issue was further clarified with the 2012 'Crew Manager Plus (CM+)' agreement, however this agreement firstly relies on crew managers initially volunteering to be a 'crew manager plus' (who is then contractually required to cover for an absent watch manager), and also limits 'deputising' (at the crew manager's own station) to a maximum of eight shifts per year. The maximum number of 8 shifts that can be covered by a crew manager has a significant affect managing the day to day availability of appliances, when seeking to rely exclusively on crew managers to cover for absent watch managers.
- 5. The Brigade has limited control over the number of staff that volunteer for the CM+ scheme and this is potentially a vulnerability for the Brigade when it is required to maintain a significant number of stations and appliances on the run daily. The Brigade currently only has 152 CM+ that can be used to keep stations on the run, split across four watches, 29 (RW), 42 (GW), 44 (BW), 32 (WW). 5 CM+'s are currently unavailable to be used for this role, which brings the total number available down to 147. It can also be seen that the 152 CM+'s are not evenly distributed across all watches and this presents further difficulties. There is currently a Sub Officer promotion round in progress and 46 CM+ (of the 152) have applied for this, which may have a significant impact on the available number of CM+ available, as this number will drop to 101.
- 6. Although the current role structure is nationally agreed, the Grey Book (the national firefighter terms and conditions) enables supplementary local agreements and provisions to be made. The R2R Agreement does not change the national role maps nor their applicability . Accordingly the Brigade and the London Region FBU have been permitted, to enter into collective agreements since 2017, which reverts structures to the pre-2005 rank-based position . The rank-based structure implements an additional tier of officer (Sub Officer) who is contractually required to manage watches, introduces much greater resilience at watch officer level, and this will now deliver the desired reduction in standbys.
- 7. The LFB signed a (Watch-Based Structure) collective agreement with the London Region FBU on 5 September 2017 regarding a revised watch structure which covered, in particular, the designation and responsibilities of officer ranks below Station Manager level. The Watch-Based Structures Agreement is now referred to as the R2R Agreement . A second collective agreement (the Redeployment Agreement) regarding the circumstances under which appliances may be redeployed was signed on 13 March 2018. The Redeployment Agreement specifically addressed the contractual obligations of crew managers to redeploy appliances.
- 8. The 2017 R2R Agreement was amended on 05 June 2019, prior to the planned implementation on 15 October 2019. The joint negotiations regarding revisions to the 2017 R2R Agreement have now been agreed and these will deliver significant benefits as laid out in this report compared to the original 2017 R2R Agreement. The second collective Agreement regarding the Redeployment of appliances has been used already to maintain operational fire cover.

9. The LFB and the London Region FBU have now agreed the contractual obligations for crew managers to act up for watch managers, to be in charge of a station, and redeploy appliances. This means that the risk of the contractual obligations of crew manager being called into question in the future, is significantly decreased.

The current role-based structure drivers for change

10. The LFB and London Region FBU recognised that one of the main weaknesses inherent with the existing role-based structure was that it had become overcomplicated, provided limited development opportunities for career progression for specialist officers and was impacting on appliance availability. One of the key benefits of the R2R Agreement, to change to a rank-based structure is to address the issues regarding 'deputising' (where an officer is required to act up or deputise) to maintain appliance availability.

The intention behind the introduction of a role-based structure was sound; however, there have been a number of unintended consequences driven by the limitations for staff to act up and the consequent need to continually move officer cover from station to station.

11. These consequences include:

- a) Lower staff productivity
- b) Reduced appliance availability at key times (appliances can be unavailable despite having sufficient crew, due to the limited nature of the current agreement with staff)¹
- c) There is significant disruption to watch-based activities, including training and development, assessments, community engagement work, and other officer-led routines
- d) The complexities of managing the current arrangements has become extremely difficult on a day to day basis
- e) Disruption and delay to organisational training, development and assessment courses
- f) The role-based structure has limited and reduced career pathways for some specialist officers, leading to a lack of progression for these staff groups.
- 12. Culturally, the role-based titles are also not popular with many staff. Watch Managers would prefer to be called an 'officer' (Station Officer, Sub Officer) rather than a manager, as they feel that they 'command' an operational incident rather than 'manage' an incident.
- 13. There will also be a name change for middle managers from Station Manager (SM) and Group Manager (GM) to Station Commander (SC) and Group Commander (GC) respectively. This additional change was requested following the signing of the R2R Agreement, via the representative bodies within the joint committee for middle managers (JCMM).

Agreement with the trade union

- 14. One of the key benefits of the R2R Agreement, reached collectively between the London Fire Brigade management and the FBU, to change to a rank based structure is to address the issues regarding deputising and to maintain appliance availability and increase efficiency. It was also a key objective to reach agreement with the FBU to reduce the number of failures to agree².
- 15. A second collective agreement (Redeployment Agreement) between the LFB and the London Region FBU regarding the redeployment of appliances and rolling deployments was signed on 13 March 2018.

¹ Currently crew managers (CM) are only required to deputise for a minimum number of eight duty shifts. After the completion of eight shifts deputising, they can refuse to cover the absence of the Watch Manager (WM). This will generate a standby requirement which will have to be covered by a Crew Manager Plus (CM+).

² There were 10 failures to agree registered at this point with the FBU .

- 16. Before the full implementation of the R2R Agreement could take place, it was agreed that further discussions with the FBU would commence in January 2019 to seek further improvements and changes that both sides had identified during the scoping phase of the R2R project.
- 17. Paragraph 61 of the R2R Agreement allowed these discussions to take place. "If any provision of this agreement is found to be void or unenforceable, that provision shall be deemed to be deleted from this agreement and negotiations between the FBU and management will begin to seek agreement".
- 18. The areas of the R2R Agreement that both the LFB and the London Region FBU provisionally agreed to seek improvements in were:
 - a) Pay protection for existing officers in a specialist role
 - b) Incident command thresholds for sub officers (Sub O) and station officers (Stn O)
 - c) The removal of the development rate of pay at leading firefighter (LFF), Sub Officer and Station Officer ranks
 - d) Increase in the requirement for LFFs to act up into the Sub O rank
 - e) Improved operational resilience
- 19. In addition to these amendments which directly affect the R2R Agreement, both parties have also committed to discussing and negotiating the following wider points in order to seek improvements to LFB operations and Firefighter (FF) safety as part of R2R implementation:
 - a) A review of level 1 incident command training to reflect and support the new rank structure
 - b) Improved accessibility to personal development records (PDRs) and development courses for officers undertaking temporary promotion
 - c) A streamlining and prioritisation of PDRs in order to ensure that business and safety critical elements are addressed first.
- 20. The wording in the R2R Agreement previously would have resulted in all specialist officers with operational competence below that of the specialist role they are undertaking, to revert to the lower rate of pay on return to station (e.g. a FF who was promoted to WM A(S) would return to station on crew manager (CM) development rate of pay.
- 21. The R2R Agreement now addresses this issue to provide a consistent level of pay protection to all current specialist officers. Currently there is a variation in individual contracts, with provisions which have no pay protection, 18 months to 36 months' pay protection for different officers. This has now been addressed.
- 22. The R2R Agreement now states that the first attending Sub Officer³ or Station Officer will assume the Incident Commander (IC) role at all incidents up to and including four pumps. If a Sub Officer is the first in attendance and a Station Officer subsequently attends, the Station Officer will initially undertake a monitoring role to lead, guide and support the IC. As the incident develops the Station Officer will have the discretion to assume command of the incident as the higher-ranking officer. In all circumstances the Station Officer will assume command if the incident escalates to more than four pumps until the arrival of the Station Commander.
- 23. The introduction of the monitoring officer role for station officers will allow Sub Officers to develop and remain in charge of incidents whilst being monitored by the Station Officer. The

³ As per current LFB policy if the first attending appliance has a Leading Firefighter or Leading Firefighter acting up to Sub Officer then the first attending, substantive Sub Officer or Station Officer will assume command.

average time for a Station Commander to attend an incident is 17 minutes. The average attendance time for a Station Officer to attend all incidents is six minutes, which means the monitoring officer role can now be established much earlier as the incident progresses.

- 24. The introduction of the monitoring officer role for Station Officers is seen as a further improvement to incident command management and safety on the fire ground. These changes will bring benefits for the Brigade in the future and aligns with the current operational model regarding incident commanders, and monitoring officers being in place as quickly and efficiently as possible.
- 25. The current mobilising policy, associated Incident Type Code (ITC) and Pre Determined Attendances (PDAs) will be mapped across to the new ranks, however, there is a commitment to review these following the implementation of R2R in order to mobilise level one officers based on risk posed by the incident, as well as the number of appliances.
- 26. The compression of pay bands and inclusion of development rates of pay has resulted in limited options to offer financial incentive to officers wishing or willing to act up to the next higher rank. This limited financial incentive has affected the number of staff willing to consider acting up and had an impact on the numbers of officers applying for promotion, resulting in higher than average vacancy levels, at watch officer level.
- 27. The removal of the development rate of pay for Leading Firefighters (LFFs), Sub Officers (Sub Os) and Station Officers (Stn Os) will allow all payments relating to these ranks to be based on the competent rates of pay. This will widen the pay gap between the pay bands enabling a more significant increase in salary for officers upon promotion. It will also enable a significant increase to the "per shift" acting up allowance making acting up more attractive.
- 28. The increased pay bands better reflect the additional responsibilities and expectations of watch officers and provides a meaningful remuneration for those officers willing or required to act up. This improvement will increase the incentives for FF's and officers to act up or apply for promotion.
- 29. The increases in pay and acting up payments were only viable on the basis of improvements in other areas of the R2R Agreement, specifically in relation to improved acting up arrangements for LFF's and changes to the incident command thresholds for Sub Officers and Station Officers.
- 30. The new R2R Agreement has made it a requirement for the Sub Officer to cover all occasions when the Station Officer is absent and *is* a critical improvement to the previous position. Leading Firefighters will be required to act up for 21 duty shifts per rolling 12-month period a 62 percent improvement. In order to be eligible for promotion, LFFs and firefighters should have undertaken temporary promotion and/or acting up for a minimum of 24 occasions per rolling 12-month period (approximately two per month). The removal of the development rate of pay and the requirement to have carried out temporary promotion to be eligible for promotion in the future should encourage firefighters to act up to cover the absence of the Leading Firefighter.
- 31. A review of level one incident command training is being undertaken to reflect and support the new rank structure. The R2R project team have been working closely with Incident Command Policy and Assurance to develop and deliver the enhanced incident command training package for Station Officers, to reflect the increased level of authority and responsibility this rank has on the incident ground.
- 32. Level one incident command development courses will be made available prior to promotion. Watch based staff who have been risk assessed to act up or undertaking temporary promotion

will attend the following: Firefighters will attend the two-week level one incident command course; a Leading Firefighter will then attend the two-day Watch Manager Booster course and Sub Officers will complete the Station Officer enhanced incident command computer based training package.

- 33. Improved accessibility to personal development records (PDR's) and development courses for officers undertaking temporary promotion will ensure that staff have received the required training whilst in a temporary role. Current practices restrict access to PDR's and development courses to substantively promoted officers only. In order to support the introduction of R2R and the drive to improve operational professionalism and FF safety, the R2R project team have been working closely with the Talent and Recruitment team to ensure the current PDRs align to the new rank structure. During these discussions it has become apparent that further changes would enhance staff development, improve standards and FF safety as part of R2R implementation:
 - For officers undertaking temporary promotion or acting up to be given access to the PDR for the rank they are acting up or temporarily promoted into in order to begin the process of demonstrating competence and be included within the LFB development and assurance processes.
 - For officers undertaking temporary promotion or acting up to be added to eligibility lists for specific development courses (incident command) associated with the rank they are acting up or temporarily promoted into.
- 34. Streamlining and prioritisation of Personal Development Records (PDR) in order to ensure that business and safety critical elements are addressed first. To further support the drive for improved standards and firefighter safety, the current PDR for leading firefighters, sub officers and station officers have been reviewed to distinguish between:
 - Business/safety critical units and elements
 - Non-business/safety critical units and elements
 - Remove duplication of assessment tasks at LFF and Sub O ranks
 - Allow temporarily promoted officers to fall within the LFB competency framework and evidence workplace activities whilst in a temporary position
- 35. The PDR review is intended to allow for business/safety critical units and elements to be prioritised for completion earlier within the PDR, whilst officers are undertaking temporary promotion or acting up. This supports staff being promoted and deemed "competent in role" whilst they continue their development through the completion of non-business/safety critical units and elements. This supports increased opportunities for staff to act up once promoted as they have been deemed competent in critical areas.
- 36. Further improvements are being sought within the PDR system to reduce the administrative burden on officers completing the PDR process. These changes along with a review of the number of development courses that watch officers have to complete will improve the availability of officers to attend training and ensure that the training is relevant to their rank.
- 37. With the introduction of the sub officer rank there will be a significant increase in the number of times that watch based officers can be released to attend training events. The reduction of officer standbys under the new R2R Agreement, will see an improvement of approximately 60 percent in officer release to carry out training. This will allow more training courses to be run at class maximum, reduce the number of courses that have to be run and allows for consideration of alternative training models for officers. It has taken eight years to reach this point with the Babcock training contract, to fully understand the constraints which reduced officers availability being in charge of a station, could have on the ability to release officers for critical training.

- 38. Training will in the future be easier to manage and allocate to watch based officers as their release from operational duties will be improved allowing us to train the right staff, at the right time, with the right training. Valuable training courses will also become available during in the training year, providing for a better spread of training to meet the increased demands, particularly following a major incident such as the Grenfell Tower Inquiry. These changes will allow the Brigade to be ready to implement planned changes in a more structured and efficient way.
- 39. The increased ability to release officers to attend training has been one of the key priorities for some time, this is something that has been welcomed by Babcock as it will assist with the delivery of officer based training.

Features and flexibilities of the R2R agreement

- 40. If the use of acting up/temporary promotion, and out duties is not able to secure an available fire appliance at each fire station, therefore maintaining the average first and second appliance attendance times, then the redeployment of appliances will be used to maintain fire cover.
- 41. Under normal circumstances, rolling deployment of appliances will only be used to provide cover at a fire station when that base appliance is not available, due to being involved in an emergency incident for a protracted period. A rolling deployment will consist of a Sub Officer or Leading Firefighter (temporary, on development or competent) from either a one or a two-pump station. The day shift deployment will be maintained by no more than an AM and PM shift. Throughout the night there will be a maximum rolling four-hour deployment period.

Strategic aims of the agreement

- 42. The R2R agreement will assist with the delivery of key strategic aims contained within the London Safety Plan (LSP 2017) and aligns with the following key priorities:
 - a) Valuing staff and using resources wisely (LSP page 50)
 - b) Enabling staff to be the best they can be (LSP page 50)
 - c) Putting staff first (LSP page 49)
 - d) Developing a structured approach to career succession (LSP page 50)
 - e) Supporting staff progression (LSP page 50)
 - f) Operational competence and readiness being "Match Fit" (LSP page 50)
 - g) Improving Industrial and Employee relations (reduce failures to agree) (LSP page 52)
 - h) Responding in an emergency and delivering our resources more efficiently (LSP page 38)
 - i) Providing the right response (LSP page 35)
 - j) Availability of resources (LSP page 42)
 - k) The R2R agreement will reduce standbys and vehicle movements which will align with the Mayors aims of reducing emissions as set out in the London Environment Strategy (LSP page 54)⁴.

Improvements and benefits of a simpler structure

43. The changes that the R2R Agreement will enable are significant and will allow the development over time, of a change in culture and working environment, supporting the objectives set under the LSP of 'valuing staff and using resources wisely'. The LFB will see a reduction in officer

⁴ A reduction in standby movements will see a reduction in vehicle emissions where firefighters use their own vehicles for travelling to stations. Firefighters who use public transport, which is paid for by an allowance will have no implications for our target as the associated emissions are not measured or included in our target, however this would still benefit London's overall emissions and the Mayors aims of reducing emissions as set out in the London Environment Strategy.

'standby moves', which will allow officers to remain at their own stations providing greater consistency, productivity and performance for watches.

44. With the introduction of the Sub Officer rank we will see the number of Sub Officers increase to a total of 612. There are 196 Sub officers that are available at multi appliance stations to carry out standby duties in the first instance with the remaining 416 available from other station types if required. A Sub Officer will be required to act up for the absence of a Station Officer and carry out standby duties to other stations to put that station on the run which increases our resilience to maintain operational cover substantially. The Sub Officer rank will effectively negate the need for the CM+ plus role and will provide for a contractual requirement to cover all Sub Officer standbys and increase resilience⁵.

Productivity and competency improvements

- 45. The R2R Agreement also brings additional benefits at multi appliance stations, which will now be covered by a Station Officer or Sub Officer at all times . This is an improvement from the current role role-based structure where, on occasions, a Crew Manager, manages multi appliance stations.
- 46. The implementation of the new rank-based structure will ensure that officer availability will be improved, resulting in appliances being more often available for mobilisation in particular at key times of shift change.
- 47. The reduction in officer movements will allow watch officers more time to train with their own watches. A greater level of supervision at incidents will be achieved with the introduction of the Station Officer rank and new enhanced incident command training for station officers. The introduction of minimum time periods required for the development of firefighters (18 months); a minimum period (nine months) for officer (LFFs, Sub Os and Stn Os) development; and a minimum time period in rank (12 months) before promotion, will ensure officers are competent before being considered for promotion to the next rank.
- 48. A clearer and more defined career pathway (Firefighter, Leading Firefighter, Sub Officer, Station Officer) with less officer standby movements, will improve day to day management and watch led training, improving operational training, professionalism and competence.
- 49. The release of officers from stations to attend training courses will be improved with more officers to act up, and carry out temporary promotion when required to release officers from watches for training. This will bring benefits for the scheduling of courses and the maintenance of training for station-based officers.

Culture change valuing staff, listening to staff and empowering staff

50. There is an aspiration to deliver cultural change within the LFB to positively affect behaviours. A clear designation of the new ranks will be developed to ensure decision making is correctly associated with the relevant ranks. Empowering lower ranks in making and dealing with local decisions, removing the need for unnecessary escalation of issues, is a key aim. These changes support the LSP commitment to put people first and to support wider cultural change, through developing shared values and practices that will achieve success in the future.

⁵ Paragraph 52 of the Agreement states, A competent Sub Officer will be required to act up into the Station Officer position for any short fall due to leave, short term sickness, training and partial absences. Long term absences should, in the first instance, be offered to a Sub Officer who has volunteered for temporary promotion. Where no volunteers exist, then the Sub Officer at the base station will be required to act up. Sub Officers will be paid the competent rate of pay for the role they are acting up into.

- 51. The R2R Agreement will assist with the development and training of staff to their full potential, at the same time transforming the LFB so that it is a place where people want to work and have the opportunity to influence how they work.
- 52. There will be greater clarity of roles and responsibilities within the simplified structure, delivering a more effective workforce. This supports the concerns and aims within the current LSP surrounding being 'match fit' ('*Valuing staff and using resources wisely*', LSP2017, page 50). This will ensure that the service delivered to the public remains professional and to the best standard.
- 53. It is anticipated that there will be an improvement in morale for officers because of the reduction of movements and more consistency in the day to day work place. This is based on the feedback received from the 2015 staff survey carried out by the LFB where staff expressed their concerns regarding the number of standby movements that they were required to perform and the lack of officer consistency on watches on a day to day basis.

Consequences of the changes

- 54. The structure will keep the same number of personnel currently at fire stations, however the distribution across the new station-based ranks will differ in line with the reduction of Leading Firefighter establishment by 140 (currently crew managers) and increase in Sub Officer establishment by 140 (currently Watch Manager A's).
- 55. Work has been carried out to identify the key benefits for officers once the change to a rankbased structure is implemented, which will include a reduction in the number of officer standby moves. The current structure generates 11,516 officer standby moves⁶ annually at a cost of £500k, the R2R Agreement will reduce this to 3,920 moves annually a 66 percent improvement.
- 56. Under the current structure, there are ten station types that all require officer standby moves to keep them on the run, based on the existing working practices and officer numbers at these stations. Once the R2R Agreement is implemented there will only be two station types ⁷out of the ten that will require an officer standby to be carried out, an 80 percent improvement.
- 57. The improvements in acting up and temporary promotion will further reduce the number of officer standby moves. The current arrangements have allowed situations to arise where on a two-appliance station, two crew managers are available at the station to deputise, however as both crew managers have deputised for the minimum period of eight days they can refuse to deputise to place the station on the run⁸. This therefore means a Crew Manager Plus has to be sent to standby at the station to place that station on the run and then a Crew Manager may be sent out on a stand-by, from the base station to another station, resulting in double the number of standby moves taking place. The R2R agreement will prevent this from happening in the future.
- 58. Improved efficiencies will be achieved particularly around the release of Strategic Resource (SR)⁹ because more appliances will be available at the change of shift to attend station-based SR activities, improving productivity. As a consequence, we will see less SR training being cancelled

⁶ 11,516 officer standby moves is based on the full establishment model with all staff fulfilling their contractual obligations to deputise/act up.

⁷ One appliance stations and one appliance and operational support unit stations will still require officer standbys as they only have one Leading Firefighter available to cover the absence of the Sub Officer.

⁸ We have had occasions where the correct number of officers and firefighters have been available at a fire station, however, crew managers have met their required minimum number of deputising shifts and the station has then been taken off the run whilst a standby officer is ordered, leading to a reduction in fire cover.

⁹ Strategic Resource is the managed and structured capacity of personnel, appliances and other resources that can be used for activities other than emergency calls. SR is simply a framework around which, second line availability will be managed.

due to the lack of appliances attending training events. This in turn will lead to an improvement in the KPI's, within the Babcock training contract being met and the risk of subsequent contractual penalties, failing to provide delegates for training, being reduced..

Key benefits summary of R2R agreement

- 59. A simplified new structure will deliver significant key benefits:
 - a) Greater clarity around duties and levels of responsibilities for all ranks at fire stations
 - b) The contractual obligations for crew managers to act up for watch managers, to be in charge of a station and to redeploy appliances, have now been agreed with the London Region FBU. This means that the contractual obligations would not in the future be called into question
 - c) Improved provision for, acting up and covering long term temporary vacancies, with minimum time frames for candidates to be eligible for promotion to the next rank
 - d) The phased removal of the Crew Manager Plus scheme (CM+) will see a -£88k annual saving to the LFB
 - e) The phased removal of the firefighter 'hat and plus' schemes (FF^, FF+) will see a - \pm 30k annual saving to the LFB
 - f) A cost saving as standby officer moves will be reduced by approximately 66% will result in an annual saving of approximately $-£316k^{10}$
 - g) A greater level of supervisory management at operational incidents along with clearly defined rank insignia
 - h) A clear promotion pathway with increased exposure to the next rank
 - i) The introduction of minimum time scales for development and the requirement to be in rank for a minimum period of twelve months, will support officers to be competent in their current rank before promotion can be considered
 - j) A specialist officer review and the removal of specialist roles which falls under the agreement
 - k) An improved specialist officers' protocol within the R2R Agreement
 - I) The removal for leading firefighters to deputise for sub officers, leading firefighters will now be required to act up for 21 duty shifts in any rolling twelve-month period.

Delivering the R2RProject (Governance)

- 60. Following the signing of the collective agreement between the LFB and the London Region FBU, a project team was established to scope the initial costs and requirements to implement the R2R Agreement. The project team has reported back to the Commissioner's Board on the 10 October 2018 with its funding proposal to implement the R2R agreement and planned implementation timeline.
- 61. The R2R project team has worked with key stakeholders to fully understand the complexities of the project before providing this report to seek approval for the required funding. Workstream leads have been appointed and they are reporting back to the project board.
- 62. The project board meets every four weeks, and workstream leads have been appointed from all departments, feeding back to the Project Board. Significant progress has been made already, with the project influencing other positive changes within the LFB, such as the changes enabling

¹⁰ Based on the most recent figures for 2018 the average cost of an officer standby move was £41.61 based on approximately 9,205 standby moves. This resulted in a cost to the LFB of more than 383k.

command unit officers to access the full WM operational role map. Since the appointment of a dedicated project manager, the project is now moving forwards with clear direction. The project has good stakeholder engagement, which is critical to keeping a project of this size on track.

63. There has been good engagement with the London Region FBU; a dedicated representative sits on the R2R project board. The project has managed to have more influence over other areas of the LFB than at first anticipated, delivering other changes that the LFB has wanted to implement in a positive way for several years. The work to review levels of responsibility for watch officers has now been brought within the scope of the R2R project and this has been a positive move.

Key achievements to date

- 64. 56 additional watch manager (WM A[^]) positions have been established for Fire Rescue Units (FRUs). One of the LSP5 objectives was to add an additional officer back onto FRUs to increase the ridership level and the command and control functions. Additional funding was approved in the 2016/17 budget report (FEP2574) to increase the establishment for 56 WM As.
- 65. Command Unit officers and Specialist Officers (Chemical, Biological, Radiation, Nuclear (CBRN), Rapid Response Team (RRT) are now able to access all development courses which addresses the career progression issues for these staff groups.
- 66. A review of the current RRT specialist officer role has been carried out and this role will be converted to an operational role rather than the current specialist officer role. Career development have agreed that this role should be classified as an operational Watch Manager role as opposed to a specialist role. This will now improve the career pathway for specialist officers working in this team.
- 67. As part of the phased implementation of the R2R agreement, a dedicated work stream was set up to look at devolving authority downwards at fire stations. These changes are intended to give staff more authority to make decisions at station level so that staff will feel trusted to use their own judgement, take more responsibility and be accountable for their decisions.
- 68. Station based watch managers will now be responsible for approving the online expenses claims made by firefighters and crew managers. Claims over 3 months can now be approved at Group Manager level if it is felt there are circumstances to justify the delay. Special and public duties leave can be agreed and authorised by watch managers. Mutual exchange of Duties can now be agreed and authorised by watch managers and crew managers.

Project implementation Costs

- 69. This project has and will continue to incur one off project and implementation costs over the financial years 2017/18 to 2019/20 currently estimated at £797k. This includes a total of £375k in operational staff costs, which will be contained within the LFB's overall operational staff budget in each year.
- 70. The project implementation costs have been scoped over a three-year financial period:
 - a) Operational staffing costs Year 1 September 2017 to March 2018 (part year), one Station Manager (six months) £37k, one Station Manager (three months) £19k – Total cost £56k, Year 2 April 2018 to March 2019, two station managers – £149k, Year 3 April 2019 to March 2020, two station managers – £170k, total staffing costs £375k. Operational staffing costs will be contained within the overall operational staffing budget in each year.
 - b) Other staff costs £219k (Year 1, £7k; Year 2, £84k; Year 3, £95k)
 - c) Changes to 65 LFB IT systems £100k
 - d) Changes to Babcock training materials £100k
 - e) Development costs for two new training packages for the station officer rank (£9k) and firefighter acting up package (£9k) Total cost £18k

f) Uniform changes and rank insignia changes £18k (which will be funded within the existing station uniform budgets).

	2017/18 <i>£</i> k	2018/19 <i>£</i> k	2019/20 £k	Total £k
Project team operational staff costs	56	149	170	375
Project team other staff costs	7	84	95	186
Changes required to LFB IT/systems	0	20	80	100
Changes to training materials	0	0	100	100
Two new training packages, firefighter acting up package and additional training for Station Officers enhanced Incident Command Training	0	0	18	18
Procurement of LFF one bar rank markings	0	0	4	4
Alteration to undress uniform (532)	0	0	14	14
Total	63	305	441	797

Total Project Costs (including operational staff)

71. The remaining £422k includes £186k in other staff costs and £236k in non-staff costs, such as changes to systems and training courses. This total cost of £422k includes £111k that has been incurred in 2017/18 and 2018/19 and £311k that is forecast to be incurred in 2019/20. An earmarked reserve has already been established for this project with remaining funds of £361k which exceeds the funding required.

Cashable Savings

- 72. Changes to the 'hanging on' requirement for the Officer In Charge (OIC) will have an impact where the OIC will only be required to remain on station after a shift has completed to wait for the cover officer to arrive for one hour, whereas currently they must 'hang on' indefinitely. Estimated annual savings are based on the 2018/19 figures which identified that there were 3,212 occasions that an OIC had to remain on station for an average of two hours and fifteen minutes at the end of each shift. This incurs a cost to the LFB calculated at £184kpa. When the R2R agreement is implemented, a potential saving of £156k per annum will be realised when the requirements reduce to one hour and factoring in the 66 percent reduction in standbys.
- 73. In order to calculate the expected reduction in standby movements, a model was designed for both the role-based structure and rank based structure based on a full establishment to predict ongoing budget costs. This model took into account the current and new contractual obligations for covering the next role/rank above. Both models took into account the anticipated absences for officers.
- 74. The total number of absences was calculated based on the current and new structures. The model then worked out which proportion of these absences would and wouldn't be covered allowing a calculation to be made on the decrease in required officer standby movements and increase in officer acting up occasions once the R2R agreement is fully implemented.

75. The model has predicted a reduction in officer standby movements of approximately 66% which will see a saving of £316kpa and a reduction of standby movements and increasing operational availability at key times of the day.

Cashable Savings

	Annual Savings £k
A reduction in the number of times that officers in charge will be required to keep appliances on the run at the end of their shift (hanging on) will see a potential saving of £156k pa	156
A 66% reduction in standby movements (OIC) is anticipated	316
Removal of the Crew Manager+ scheme	88
Removal of the Firefighter+ and ^ schemes	27
Total	587

Non cashable savings

- 76. The impact of lost course places not being allocated to crew managers and watch managers is significant.
 - The data for the period 1 April 2016 to 15 November 2018 has shown:
 - a) The overall cost to the LFB was £34k in total lost training for these two critical roles
 - b) This equates to a £13kpa cost
 - c) Once the implementation of the R2R Agreement takes place in October 2019 there is a predicted 60 percent improvement in officer release, offering a £8kpa saving.
- 77. When the LFB is unable to release strategic resource (SR) on time this has an impact on appliances and staff attending training events as well. The data for 2017/18 has shown:
 - a) Lost courses due to appliances not arriving on time was £2k
 - b) Courses lost where appliances did not attend was £31k
 - c) Total cost for SR training lost was \pm 33k factoring in the predicted 60 percent improvement in officer release we anticipate a \pm 20kpa saving
- 78. The total cost for lost WM and CM training plus lost SR training in 2017/18 was £67k

Non cashable savings

	2020/21 £k
Unfilled training places at Crew Manager and Watch Manager level due to failure to release officers from stations	8
LFB non provision class related due to lost training not carried out on Strategic Resource (S/R) (Appliances arrived late unable to meet course objectives)	1
LFB non provision class related due to lost training not carried out on Strategic Resource (S/R). (Appliances failed to attend training events no show).	19
Total	28

Ongoing Budget Growth

79. With the implementation of the sub officer rank the Brigade will keep the same number of personnel currently at fire stations, however the distribution across the new station based ranks

will differ in line with the reduction of leading firefighter establishment by 140 (currently crew managers) and increase in Sub Officer establishment by 140 (currently watch manager A's). This will result in an ongoing budget pressure of \pounds 490k.

- 80. There will be an increase in acting up payments as both firefighter and leading firefighters are required to act up in order to be eligible for promotion. Sub officers are required to act up indefinitely. The revised acting up arrangements will result in projected payments of £98k in the first year and an ongoing impact of £77k.
- 81. The removal of the development rate of pay for LFF, Sub Officer and Station Officer ranks will result in an additional cost of £546k. It should be noted however that the impact on organisation expenditure of staff on development rates of pay can vary significantly from year to year depending on actual numbers of promotions. The pressure of £546k is a prudent estimate and would have been reduced to by £147k to a £399k pressure if just based on 2018/19 figures.

Payments	Role based structure £k	2019 R2R structure £k	lmpact £k
Additional Costs			
Leading Firefighter, Sub Officer and Station Officer salaries	234,920	235,410	490
Development rate of pay	0	546	546
Acting up payments	21	98	77
Total Additional Costs	<u>234,941</u>	236,054	<u>1,113</u>
Ongoing Savings			
Standby payments	479	163	(316)
Hanging on payments	184	28	(156)
Crew Manager Plus scheme	88	0	(88)
Firefighter Hat and Firefighter Plus scheme	27	0	(27)
Total Ongoing Savings	<u>778</u>	<u>191</u>	<u>(587)</u>
Total	235,720	236,245	525
Total ongoing budget pressure			525

Ongoing salary cost

Finance comments

- 82. Total funding of £361k to fund the delivery costs for this project have previously been put aside as part of the Organisation Reviews earmarked reserve.
- 83. The project also sets out additional ongoing costs for the delivery of the R2Rproject objectives of £1,113k and ongoing savings of £587k, for a net additional budget pressure of £525k. Funding of £177k has already been identified for this project as part of the 2019/20 Budget Report (LFC-0133), if the recommendation in this report is agreed additional funding of £348k will then be included as part of the budget process for future years. Based on an October implementation

date this would also result in additional spend of £222k in 2019/20 which will be reported on as part of the regular financial position reports.

84. This report also sets out estimated project and implementation costs of £797k. Of this £375k are for operational staff costs which are contained within existing resources and £111k has been incurred in previous financial years. The remaining £311k will be incurred in 2019/20 and funded through the existing Organisational Reviews earmarked reserve, which includes funding for this project of £361k. Any unused funding will be returned to the general reserve at the end of the 2019/20 financial year.

Workforce comments

- 85. The Trades Unions have been consulted throughout the negotiations to agree to the terms and conditions of the R2R Agreement.
- 86. The LFB and the FBU commenced negotiations to improve the R2R Agreement in January 2019. The discussions were concluded on Thursday 2 May 2019, The R2R Agreement was supported by the FBU's regional committee at its meeting on Tuesday 7 May 2019. The R2R Agreement was approved by both sides on Wednesday 5 June 2019 prior to the planned implementation on Tuesday15 October 2019.

Legal comments

- 87. Under section 9 of the Policing and Crime Act 2017, the London Fire Commissioner (the "Commissioner") is established as a corporation sole with the Mayor appointing the occupant of that office. Under section 327D of the GLA Act 1999, as amended by the Policing and Crime Act 2017, the Mayor may issue to the Commissioner specific or general directions as to the manner in which the holder of that office is to exercise his or her functions.
- 88. By direction dated 1 April 2018, the Mayor set out those matters, for which the Commissioner would require the prior approval of either the Mayor or the Deputy Mayor for Fire and Resilience (the "Deputy Mayor"). Paragraph (b) of Part 2 of the said direction requires the Commissioner to seek the prior approval of the Deputy Mayor before "[a] commitment to expenditure (capital or revenue) of £150,000 or above as identified in accordance with normal accounting practices". The Deputy Mayor's approval is accordingly required for the London Fire Commissioner to incur the expenditure set out in the recommendations to this report.
- 89. The statutory basis for the actions proposed in this report is provided by the Fire and Rescue Services Act 2004, under which the Commissioner must secure the provision of personnel and may take any action they consider appropriate to do this.

Sustainability implications

- 90. The expected reduction in standby moves will result in a reduced impact on air quality and carbon emissions in London due to an expected reduction in vehicle movements, supporting the Mayor's London Environment Strategy. This reduction will not contribute to carbon reduction targets as standby movements by individual staff are not within scope.
- 91. Reducing the number of officer standby movements will have a positive impact for staff that would incur costs under the Ultra Low Emission Zone (ULEZ) which has been introduced. A standby duty on a day shift would incur a cost of £12.50 per shift, while a night shift standby duty would incur cost of £25.00 per shift. The reduction in officer standby movements will therefor greatly benefit all officers that currently do not have ULEZ compliant vehicles.

Equalities implications

- 92. The Public Sector Equality Duty applies to the London Fire Brigade when it makes decisions. The duty requires us to have regard to the need to:
 - a) Eliminate unlawful discrimination, harassment and victimisation and other behaviour prohibited by the Act. In summary, the Act makes discrimination etc. on the grounds of a protected characteristic unlawful.
 - b) Advance equality of opportunity between people who share a protected characteristic and those who do not.
 - c) Foster good relations between people who share a protected characteristic and those who do not including tackling prejudice and promoting understanding.
- 93. The protected characteristics are age, disability, gender reassignment, pregnancy and maternity, marriage and civil partnership, race, religion or belief, gender, and sexual orientation. The Act states that 'marriage and civil partnership' is not a relevant protected characteristic for (b) or (c) although it is relevant for (a).
- 94. The equality impact assessment indicates that the proposals in this report will not have a disproportionately adverse effect on any persons under represented groups in with a particular.
- 95. We have carried out an impact assessment looking at under represented groups that currently carry out acting up arrangements to Crew Manager (LFF). The number of firefighters that are currently risk assessed to carry out acting up to Crew Manager is 195. We have then looked at the percentage breakdown of each group against the firefighter composition of the workforce. It can been seen from the table below that we have 9 women that are currently risk assessed and act up to Crew Manager which is 4.61% of the risk assessed group. This is compared against a total percentage for women of 7.59% we recognise that this is an area to work on, as the % of women staff taking the opportunity to act up is lower than the % at both Firefighter (FF) and Crew Manager (CM) ranks meaning that in time the % at CM rank could reduce.
- 96. It can been seen from the table below that we have 27 risk assessed Black, Asian and Minority Ethnicity (BAME) out of a group of 195 which is a percentage of 13.85% that currently act up. When we look at the figures for this is a strong area as the % of BAME staff taking up the opportunity to act up is higher than the % at CM rank, meaning that in time this will support an increase in the % of BAME officers at the higher ranks. Minor improvement is needed to see the % of acting up match or exceed the % at FF level.

Group	Number of staff risk assessed for Crew Manager acting up	Percentage risk assessed for Crew Manager acting up	Percentage of Firefighter composition	Percentage of Crew Manager composition
Female	9	4.61%	7.59%	5.36%
Male	186	95.38%	92.41%	94.64%
	195			
BAME	27	13.85%	14.66%	10.02%
Not Known	2	1.03%	1.23%	1.86%
White	166	85.13%	84.11%	88.11%

Current staff breakdown regarding acting up figures

Group	Number of staff risk assessed for Crew Manager acting up	Percentage risk assessed for Crew Manager acting up	Percentage of Firefighter composition	Percentage of Crew Manager composition
	195			

- 97. Additional training introduced as part of R2R implementation means all staff acting up will receive the same level of incident command training as substantively promoted officers, they will receive this training prior to undertaking the role a critical improvement. Firefighters (FF) and leading firefighters (LFF) who act up will also have the opportunity to act up at their own station first and then when comfortable in their new rank have the option to act up at another station. This means that they have the ability to act up initially with the support and supervision of their own crew members, Station Officer or Sub Officer.
- 98. Work should be started to look at developing targeted mentors and coaches for staff from all under represented groups wishing to act up. We should seek to identify stations and watches with suitable Sub Officer or Station Officer mentors and coaches who are well placed to support staff and give them that additional confidence whilst they are acting up. Post implementation of R2R, work will continue to further develop this concept with talent , recruitment and cultural change.

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