

The Scottish Fire and Rescue Service Formal Proposals for the standardisation of RDS Terms and Conditions of Service

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THE SCOTTISH FIRE AND RESCUE SERVICE
PROPOSALS FOR THE STANDARDISATION OF
RDS TERMS AND CONDITIONS OF SERVICE

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1. INTRODUCTION

- 1.1 The Scottish Fire and Rescue Service (SFRS) was created on 1 April 2013 through the amalgamation of the eight former Scottish Fire and Rescue Services. On the formation of SFRS, staff transferred to the Scottish Fire and Rescue Service under their legacy terms and conditions. These incorporated variations in the terms and conditions of Firefighters within the different antecedent Services.
- 1.2 The existence of eight separate sets of Uniformed Terms and Conditions has created a range of challenges for SFRS and has resulted in perceptions of unfairness amongst staff.
- 1.3 SFRS undertook a period of negotiations with the recognised Representative Bodies aimed at standardising the Terms and Conditions (Ts&Cs) of Retained Duty System (RDS) employees, following which SFRS issued a package of proposals in January 2019, which were formally amended by SFRS following feedback from the Representative Bodies and a further period of negotiations in May 2019, July 2019 and August 2019.
- 1.4 Following rejection of these proposals and a subsequent process of external assistance, ongoing discussions resulted in SFRS making a further enhancement to these proposals. In addition, following the agreement of the National Joint Council (NJC) for Local Authorities' Fire and Rescue Services' Scheme of Conditions of Service (the 'Grey Book'), Circular 3/2024, this document has been amended to reflect a range of agreed pay and conditions which support the standardisation of RDS Ts&Cs. This document therefore specifies the SFRS's full and final offer on the standardisation of the Ts&Cs specific to RDS employees.

2 BACKGROUND

- 2.1 SFRS was established, as an Other Significant National Body, on 31 August 2012 and took on its full range of functions on 1 April 2013, replacing the eight previous fire and rescue authorities and joint fire and rescue boards. While the governance

arrangements changed, the primary statutory duties of the fire and rescue service continued, as set out in the Fire (Scotland) Act 2005 and the Fire (Additional Function) (Scotland) Order 2005, being promoting fire safety; firefighting; responding to road traffic accidents; enforcing fire safety legislation; responding to chemical, biological, radiological or nuclear incidents; responding to serious flooding; and responding to serious transport incidents. In addition, the Fire Scotland Act gives the power to respond to any other eventualities likely to cause death, injury or illness, or harm to the environment (including buildings); and further duties in relation to working with partner organisations to prepare for, respond to, and recover from major emergencies are also contained within the Civil Contingencies Act 2004. Where appropriate, these duties have been updated within the Police and Fire Reform (Scotland) Act 2012.

2.2 There is also a requirement for public services in Scotland to continually change and adapt our service provision to meet the demands and challenges that we face. These demands and challenges are widely reported and are specifically detailed in the Commission on the Future Delivery of Public Services (Christie, 2011) report:

- Reforms must aim to **empower** individuals and communities receiving public services by involving them in the design and delivery of the services they use.
- Public service providers must be required to work much more closely in **partnership**, to integrate service provision and thus improve the outcomes they achieve.
- We must prioritise our expenditure on public services which **prevent** negative outcomes from arising.
- And our whole system of public services – public, third and private sectors – must become **more efficient** by reducing duplication and sharing of services wherever possible.

2.3 In seeking to consolidate the formation of SFRS from the eight antecedent Fire and Rescue Services, SFRS noted the wide variation in the Ts&Cs of its uniformed employees, and the economic, technical and organisational challenges that these presented. The legacy Ts&Cs of RDS employees were developed through local

application of the National Joint Council (NJC) as adapted through the Part-Time Workers' Settlement and/or through local agreements with the recognised Representative Bodies. The legacy Ts&Cs were designed to facilitate the needs of the individual Fire and Rescue Services (FRS) and as such created a range of approaches resulting in differing contractual arrangements across SFRS.

2.4 In April 2018, SFRS reached a Collective Agreement with the recognised Uniformed Representative Bodies on the standardisation of a wide range of Uniformed Terms and Conditions. Whilst RDS Ts&Cs were outside the scope of that agreement, a number of terms that applied equally to Wholetime and RDS employees were within the scope of that agreement. These terms were:

- Annual Salaries
- Continuous Professional Development Payments
- Additional Responsibility Payments
- Overtime provisions
- Dates of Public Holidays
- End of Course Leave provisions
- Telephone Allowances
- Notice Periods

2.5 The terms of the April 2018 Collective Agreement were implemented on a phased basis from June 2018 to January 2019, and SFRS confirms that the proposals within this document do not seek to amend or supersede any of these agreed terms.

2.6 This proposal document is therefore intended to build on the standardised terms of the April 2018 Collective Agreement by proposing standard terms that apply exclusively to RDS employees.

3 SCOPE OF THE PROPOSALS

3.1 The proposals contained within this paper relate to the basic Ts&Cs of RDS Uniformed Staff in the roles of Firefighter to Watch Commander. In proposing these terms, the intent is to standardise core Ts&Cs and not to fundamentally review the RDS Service Delivery Model or the role of RDS Firefighters, which will be considered further within the Service Delivery Review supported by developments arising from the On-Call Improvement Programme recommendations and the On-Call Strategic Co-ordinating Group. The following area is therefore out of scope of this agreement:

- Station Maintenance / Administration arrangements

3.2 Given this exemption, the RDS Ts&Cs incorporated within this proposal relate to:

- Management, calculation and payment of Annual Leave
- Public Holiday provisions
- Retaining Fee rates and hours of availability to be provided in return
- Hourly rates paid for work activity
- Multiple Disturbance Payments
- Contractual obligations of Dual Contract employees
- Pay Protection provisions
- Miscellaneous Allowance provisions
- Weekly training

3.3 The proposed provisions relating to each of these terms are expressed below.

3.4 It is recognised that whilst Operational Volunteer Ts&Cs are outside the scope of this proposal, some terms that apply equally to RDS and Operational Volunteer employees are within scope. The SFRS reserves the right to address the matter of Volunteer Ts&Cs and intends to commence work during 2025/2026.

4 ANNUAL LEAVE & PUBLIC HOLIDAY ARRANGEMENTS

4.1 It should be noted that changes to the calculation of leave payments and associated arrangements (as referenced at sections 4.5, 4.13 and 4.14) were implemented in April 2020 following legislative changes and subsequent agreement with the Representative Bodies and are reflected within this document for completeness.

4.2 Leave Provisions & Allocation of Leave

SFRS propose to apply the Annual Leave entitlements that are specified in the Grey Book for RDS employees.

4.3 The application of the NJC annual leave allocation will be based on the following principles:

- RDS employees will receive an annual leave entitlement of 4 weeks for employees with less than 5 years' service, rising to 5 weeks where employees attain 5 years' service at the commencement of the leave year.
- Where RDS employees attain 5 years' service within a leave year, they will receive a pro-rated annual leave allocation that provides a Long Service Leave day for each completed period of 52.143 days (1/7th of a year).
- A week's leave will consist of 7 days, each of 24 hours duration. SFRS acknowledge that RDS employees provide availability across a 7-day period for appliance crewing/availability and therefore recognise this within the definition of a week's leave.
- For each day of leave taken over the course of a week, the remaining availability to be provided over that week will be calculated in relation to the employee's average contractual hours of availability, based on a 7-day week.

4.4 SFRS notes that the Grey Book states that taking RDS leave "in part weeks or individual days shall be a matter of agreement between the Fire and Rescue Authority and recognised trade unions".

4.5 Following legislative changes related to the calculation of holiday pay for workers with variable pay, it was previously agreed that with effect from 1 April 2020, the SFRS would provide additional flexibility by allowing RDS employees to take all of their leave entitlement as individual days should they wish to do so, subject to line management approval. Each day's leave will be taken as a 24-hour period, commencing at any time within a given 24-hour period as agreed by local management. Holiday pay will be calculated using the previous 52-week reference period (in accordance with 4.13 and 4.14). It was also agreed that individual employees will request holiday pay at the time they take leave to assist with ensuring all RDS employees are taking appropriate rest periods from work and are utilising all their leave entitlement. An interim guidance note was introduced in 2021, (amended March 2024), to assist in supporting the arrangement for leave pay calculations and associated management of leave.

4.6 SFRS recognises that RDS employees must seek to balance the commitments of their employment with SFRS, their primary employer, and their personal lives. In this respect, wherever reasonably practicable, employees are encouraged to take leave in blocks of 1 or 2 weeks.

SFRS also needs to administer leave in a manner that maintains appliance availability. SFRS therefore proposes that RDS employees will be entitled to request annual leave at a time of their own choosing, subject to consultation with line managers and any restrictions developed through policy making mechanisms. SFRS confirms that these restrictions will include the right of line management to refuse any leave requests that detract from the availability of the appliance, or which is detrimental to service provision. While management will maintain the right to refuse leave, no leave should be unreasonably refused. In instances where stations are below establishment, RDS employees will not be unreasonably prevented from taking leave if this was the sole reason for the refusal.

4.7 It is proposed that the standard leave year will run from January to December. It is proposed that leave should be pre-booked early in the leave year, wherever possible,

to assist with station plans and appliance availability for the year ahead. This will be managed on a local basis.

It should be noted that employees with Tayside legacy contracts will have their annual leave year re-aligned as part of the standardisation process to provide a consistent approach to the leave year across the Service. There will be no change to affected employees' annual leave entitlement as this is simply a change of the leave year.

4.8 Public Holiday Arrangements

SFRS proposes to apply the Grey Book conditions that employees are entitled to 8 days of public holiday leave per annum. Rather than be required to take public holiday leave on the set dates detailed at 4.11, these 8 days of public holiday leave will be added to the employee's annual leave entitlement (as per 4.3) at the start of the leave year. This will provide RDS employees with the flexibility to take their public holiday leave at times of their choosing, subject to the arrangements set out at 4.5 and 4.6.

4.9 Where an RDS employee is "required to work" on one of the identified public holidays noted at 4.11, they will receive double payment. The "requirement to work" will be defined as those occasions where an RDS employee responds to a pager alert resulting in attendance at the station, within the approved timeframes, in conformity with the approved arrangements pertaining to the individual employee or carries out any other authorised work activities.

4.10 Whilst the double payment will be paid automatically to an RDS employee who is required to work on a Public Holiday as outlined above, if the emergency incident falls over 2 days e.g. 2330 hours to 0030 hours, double time would be paid only for the hours worked on the recognised Public Holiday. Holidays may be taken off under the same criteria as other requests for holiday entitlement.

4.11 The public holidays recognised by SFRS are specified below:

- 1 January
- 2 January
- Good Friday
- Easter Monday

- First Monday in May
- Last Monday in September
- 25 December
- 26 December

4.12 SFRS recognises the impact on family life of being required to attend weekly training on a Public Holiday and that Wholetime Training employees will not be available to take training sessions on these dates. Therefore, SFRS propose that where this coincides with a Public Holiday, it will be moved and held on an alternative day in the same week. This will be managed locally and managers will provide advance notice of such changes as early in the leave year as possible to enable RDS employees to make arrangements to attend. No enhanced payments will be made in respect of the rearranged weekly training.

4.13 Calculation and Payment of Holiday Pay

In April 2020 following the earlier NJC 2/20 agreement, it was collectively agreed that SFRS will use the previous 52-weeks earnings reference period to calculate this, or the number of weeks of employment if an employee has been employed for less than 52-weeks. This was further confirmed in the NJC Circular NJC/3/24. The 52-week reference period is based on the period up to the end of the calendar month immediately preceding the month(s) in which the leave is taken. As this is a rolling calculation, updated monthly, it will capture any significant changes to an RDS employee's pay including increases and temporary or permanent promotions.

4.14 The calculation of holiday pay will be based on the employee's previous 52 weeks earnings as per NJC Circular NJC/3/24, with a day's holiday pay being calculated using the following formula:

SFRS calculate relevant earnings for the previous 52-week period as being divided by 52.143 (weekly) divided by 7 (daily).

4.15 Holiday Pay and Overtime

There is a legal requirement for holiday pay to reflect 'normal' pay as opposed to basic pay. As such SFRS proposes that holiday pay is calculated to reflect average 'in scope' earnings, i.e. Enhanced Holiday Pay, rather than basic pay, for a proportion of employees' leave entitlement within a specified reference period as outlined below. To ensure consistency in the implementation of these arrangements, SFRS proposes that Enhanced Holiday Pay for RDS employees will include the following in scope elements:

1. Retaining fees
2. Turn out payments
3. Attendance payments
4. Disturbance payments
5. Payments for work activities
6. Additional payments for performing the duties of a higher role
7. Pay for attending a training establishment
8. Enhanced payments for public holidays (*)
9. Annual leave pay (*)
10. Maternity/paternity/adoption related pay
11. Sick Pay
12. Overtime – regardless of frequency undertaken or whether or not contractual

() due to use of a 52-week reference period these will be included in the overall calculation to ensure leave payments are based on normal remuneration across the calendar year.*

- 4.16 Employees within the UK are entitled to 28 days annual leave under the Working Time Regulations 1998 and following the UK's withdrawal from the EU on 31 December 2020, SFRS proposes that the calculation for Enhanced Holiday Pay is applied to the first 28 days of employees' annual leave entitlement, in line with all other SFRS employee

groups. Any holiday pay for leave entitlement above these 28 days will include only elements 1 – 11 as outlined in Section 4.15 above.

- 4.17 SFRS confirms that individual employees will retain the right to request holiday pay or Enhanced holiday pay at the time they take the leave and the process to support this will be defined in the RDS Annual Leave policy. This will also be calculated using the previous 52-week reference period.

4.18 Part Year Leave Calculations

In the case of new entrants to SFRS that do not have a full year's earnings at the start of the leave year, their holiday pay will be calculated using the number of complete weeks of employment. A week's pay during a period of Annual Leave shall mean the employee's average weekly remuneration during the complete weeks they have been employed, taking all relevant payments into account.

- 4.19 Where an RDS employee joins or leaves the Service during a leave year, their annual leave entitlement for the part year will be calculated using the following calculation:

"total leave allocation (in days) divided by 365 and multiplied by the number of days in role"

- 4.20 In the case of employees leaving the Service, any outstanding leave at the point of exiting the Service would be paid at a day's holiday pay using the calculation at 4.14 above for each day of outstanding leave. Where the employee had taken leave in excess of their entitlement, any overpayment in holiday pay will be deducted from the final pay.

5 RETAINING FEES & CONTRACTUAL AVAILABILITY

- 5.1 The hours of availability of employees on the Retained Duty System shall be agreed between SFRS and the individual employees and will be confirmed in the Contract of Employment. In most cases, this will involve an agreement on the total number of hours of availability to be provided. For contracts of less than 61 hours of availability

per week it may also specify the actual times/days on which some or all these hours of availability should be provided. This will be determined locally at the point of recruitment and appointment and local managers shall set out specified days/times of availability within the contract of employment as appropriate to ensure these meet service delivery needs and to allow this to be managed accordingly should the individual's circumstances change.

5.2 RDS employees shall be required to be available for duty during the agreed hours of availability, and to attend for duty at the frequency specified within their Contract of Employment as follows:

- At the station to which the employee is attached for training, development and maintenance duties for the duration of scheduled weekly training.
- Promptly at the station to which the employee is attached in response to an emergency call at any time during the employee's period of availability. In this context "promptly" will be defined as described in paragraph 6.3 below.
- At any incident or other occurrence or at any station, commencing from the home station, for standby duties during the employee's period of availability.

5.3 Additionally, to ensure that RDS employees meet the required training standards and contribute towards achieving the maintenance standards without compromising training periods, it is essential that each RDS employee attends a minimum amount of weekly training. SFRS would propose that to continue receiving the relevant retaining fee, attendance must meet the expected standards which would be a **minimum of 80% of** weekly training along with achieving contracted availability hours. Managers will routinely monitor and evaluate annually to ensure appropriate service delivery standards are being met.

5.4 NJC 03/24 introduced amended bands of availability and levels of retaining fees with effect from 1 January 2025. These will be adopted by SFRS as follows:

	Level 1	Level 2	Level 3	Level 4	Level 5
Hours of availability per week	Up to 30 hours subject to 5.5 below	31 hours per week (and up to and including 60 hours per week)	61 hours per week (and up to and including 90 hours per week)	91 hours per week (and up to and including 119 hours per week)	120 hours and above per week
Retaining Fee	5% of equivalent Wholetime role	7.5% of equivalent Wholetime role	10% of equivalent Wholetime role	12.5% of equivalent Wholetime role	15% of equivalent Wholetime role

- 5.5 In exceptional circumstances, for example to provide appliance availability at specific days and/or times, or in response to a flexible working request from an RDS employee (considered under the relevant policy), a Level 1 contract of 30 or fewer hours per week may be offered, attracting a retaining fee of 5% of the equivalent Wholetime role.
- 5.6 As set out at 5.1, contracts of less than 61 hours of availability per week (levels 1 and 2) may specify the days and / or times where availability is to be provided. This will be agreed between SFRS and the employee at the point of recruitment.
- 5.7 For RDS employees who currently provide availability and / or receive retaining fees out with the terms of these proposals, it is proposed that they would transfer over to an appropriate level of availability and retaining fee as expressed within this proposal. In assigning affected employees to a revised level of availability and retaining fee, managers will discuss the specific contractual terms on an individual basis to determine the most appropriate contract/retaining fee. This will take into account the employee's current contractual availability commitment and the level of availability provided. SFRS will seek to reach individual agreements within 3 months of the date of implementation of these proposals
- 5.8 SFRS has a requirement to address instances of RDS employees not meeting their contractual obligations in respect to levels of availability, attendance at weekly training or responding to emergency calls. Where RDS employees fail to meet their contractual obligations, this will initially be discussed informally with the employee

and may subsequently be dealt with under the agreed SFRS Managing Employee Performance Policy and/or SFRS Disciplinary Policy and Procedure.

6. PAYMENT FOR WORK ACTIVITIES

- 6.1 The Grey Book states that all work activity shall be paid at the appropriate basic hourly rate set out in circulars issued by the NJC. The basic hourly rate will be equivalent to the Wholetime rate for the same role and stage of development.
- 6.2 Work activities include attending emergency call outs or any other incidents, other occurrences such as training, community safety initiatives, operational intelligence, maintenance or administration outside the recognised weekly training or attending any other station for standby duties during the employee's period of availability.
- 6.3 An RDS employee who is called out to an incident and reports 'promptly' to the station shall receive a Disturbance payment. This payment is set out in circulars issued by the NJC and is currently paid at the rate of £4.96 per occasion in accordance with NJC Circular NJC/3/24. In relation to the definition of 'promptly', SFRS considers this to be within 8 minutes.

SFRS recognise the commitment of our RDS employees and the disruption to personal lives and primary employment which comes from this commitment. In recognition of this, and to assist SFRS in attracting and retaining RDS employees, the Service proposes to apply a 10% enhancement to the level of NJC Disturbance payment and to pay this as a 'Scottish Disturbance supplement' to RDS employees who are called out to an incident and report 'promptly' to the station.

This 10% enhancement will bring the combined value of the payment made to RDS in such instances to £5.46 per occasion based on the current NJC value and will be amended in accordance with NJC annual agreements.

Where 'Disturbance payment' is referred to within the remainder of this proposal, this refers to the NJC Disturbance payment and the Scottish Disturbance supplement combined.

This position at 6.3 (the Scottish Disturbance supplement) is proposed on the basis that there is a joint commitment from the SFRS and the Representative Bodies to review the future On-Call model and remuneration arrangements as a consequence of the Service Delivery Review and/or work associated with On-Call Improvement Programme recommendations.

6.4 SFRS propose to pay Attendance and Turnout Payments as per Grey Book conditions, as follows:

- Turnout Payments – an RDS employee who has been called out to an emergency incident and forms part of the crew mobilised to the incident shall receive a minimum of one hour's pay.
- Attendance Payments – an RDS employee who has been called out to an emergency incident but does not form part of the crew shall receive a minimum of half an hour's pay.
- In relation to turnout (and where applicable attendance payments), where the employee remains on duty for more than one hour and fifteen minutes, they shall receive two hours' pay. Where the employee remains on duty for more than two hours, they shall then be paid for complete periods of fifteen minutes (see below table).

Attendances		Turnouts	
Minutes	Pay (Hours)	Minutes	Pay (Hours)
>0	0.5		
>31	1	>0	1
>76	2	>76	2
>135	2.25	>135	2.25
>150	2.5	>150	2.5
>165	2.75	>165	2.75
>180	3	>180	3
>195	3.25	>195	3.25
>210	3.5	>210	3.5
>225	3.75	>225	3.75
>240	4	>240	4
>255	4.25	>255	4.25
>270	4.5	>270	4.5
>285	4.75	>285	4.75
>300	5	>300	5

- 6.5 Where a Turnout or Attendance payment is made, RDS employees will be entitled to claim payment from the time their pager is actuated, until the time they leave the station, once all tasks are completed. This would be subject to the appropriate recording and management processes. In respect to other forms of hourly paid activities, payment will commence from the time of attendance at station, or another workplace as appropriate.
- 6.6 It is proposed, that to provide an effective response to emergency calls, appliances must be able to mobilise rapidly to provide assistance within the short window of opportunity that most emergencies present. To support this requirement, it is proposed that an Attendance payment and associated Disturbance payment is normally only paid when an employee is called out to an emergency incident and arrives at the station within a reasonable response time of within 8 minutes of the pager alert (as per contractual requirements). Under normal circumstances, 8 minutes will be the maximum response time for which these payments will be made (subject to section 6.9). The maximum time for attendance will be specified on a station by station basis by Local Senior Officers where any change to this normal maximum response time is required to meet local needs i.e. in remote locations where response within 8 minutes may not be practicable.
- SFRS proposes that the response time is reviewed annually by Local Senior Officers to ensure it is meeting the needs of the Service and subject to any future changes.
- 6.7 RDS employees arriving at the station after 8 minutes, or the specified timeframe as determined by the Local Senior Officers where this differs, and who do not form part of the crew will not be entitled to any payment. Additionally, where they are under an obligation to attend turnouts whilst part of an identified duty crew or should be “available” based on their forecasting, the employee will be considered not to have met the terms of their contractual obligation on this occasion and this will be monitored and managed through normal processes.
- 6.8 However, in circumstances where an employee arrives at the station out with 8 minutes, or the specified timeframe as determined by the Local Senior Officers where this differs, but before the appliance has left the station and subsequently forms part

of the crew, they will be paid a Disturbance and a Turnout payment, regardless of the time period it takes to respond and arrive at the station (i.e. where the appliance has been unable to mobilise within the normal maximum response time and until such time as a minimum crew responds).

- 6.9 Where an employee arrives at the station and forms part of the crew and is subsequently stood down to allow the Watch Commander / Crew Commander to run as Officer in Charge and to mobilise in their place, they will receive the Turnout fee of one hour (maximum) and the Disturbance payment in these specific circumstances.
- 6.10 Where an employee arrives at the station and forms part of the crew and then is subsequently stood down to maintain the availability of a second appliance in relation to the requirement for specific skills and to meet the exigencies of the Service, a Turnout fee of one hour (maximum), will be paid.
- 6.11 Where an employee is paged and required to standby at another station, normal turnout rules and payment will apply as per paragraph 6.3, 6.4 and 6.5 above.
- 6.12 The above proposals are considered to provide a standardised position in relation to Attendance and Turnout payments. These will be subject to appropriate recording and management processes locally.
- 6.13 RDS employees carrying out pre-arranged activities such as attendance at weekly training, or carrying out other activities including Community Safety activities, station management and administration arrangements will be paid at the appropriate hourly rate for the duration of the activity, in blocks of 15 minutes. Hourly payments made in response to pre-planned or pre-arranged activities, i.e. those other than responding to emergency calls, will not attract an associated Disturbance payment. If already in attendance at weekly training and required to respond to an emergency call during this time, no Disturbance Payment will be made and only one payment should be made for the hours worked.

- 6.14 Under legacy terms, most RDS employees are paid in arrears, a process consistent with the variable nature of RDS activities. RDS employees of the former Lothian and Borders (L&B) Fire and Rescue Service are however currently paid automatically and in advance for attendance at weekly training. Consequently, where the RDS employee does not attend weekly training, this overpayment is claimed back the following month. It is proposed that the former L&B practice is ceased and payment for weekly training and other activities should be claimed appropriately and authorised by the appropriate manager in accordance with normal payroll deadlines. RDS payments will therefore be claimed and paid in arrears from the date of implementation. Making payments in arrears, in line with normal Payroll procedures, will give a consistent approach for all RDS employees, and avoid the need to recover overpayments.
- 6.15 SFRS confirm that RDS employees who are required to attend a one week course at a central training centre will receive the appropriate weekly rate of pay (consisting of 42 hours at the rate of pay appropriate to the role and stage of development of the employee in question) in respect of each week of the course. In this respect a week's course will be considered to consist of either 5 days or 42 hours (inclusive of travel time).
- 6.16 Where the duration of the course is less than a week, then the employee will be paid at the appropriate hourly rate for the duration of the training and for any excess travel time (over and above home to normal place of work) actually and necessarily incurred when travelling to the central training establishment. Additional travel time will not be rounded up to the nearest hour.
- 6.17 Where the course and travel time exceed 42 hours, additional time spent travelling will be paid at the appropriate overtime rate.
- 6.18 RDS employees may claim additional travel costs incurred, excluding the expenditure which would normally have been incurred in travelling from their home to their usual fixed work location. All claims will be made in accordance with the SFRS Business Travel and Re-imbursement of Expenses Policy.

7. MULTIPLE RE-DIRECTION PAYMENTS

- 7.1 Periodically RDS employees who have attended an emergency incident are redirected to further incidents prior to returning to station. Whilst the intention of Disturbance payments within the Grey Book is to recompense the employee for being disturbed whilst not at work, the NJC previously provided guidance that a separate Disturbance payment be paid for each turnout regardless as to whether the employee is attending or returning from another turnout, i.e. redirected at the time of actuation. The NJC position statement in NJC/13/03 stated that *'a disturbance payment will be made on all occasions that a turn-out or attendance fee would currently be paid and that a minimum of one hour's payment would be made for all turn-outs'*. The NJC identifies this as an Interim measure that was to remain in force until the completion of a fuller review however, this has not taken place to date.
- 7.2 In the absence of any further NJC guidance, legacy services adopted a range of different approaches to this, with some moving away from the NJC position through local agreements which suited the legacy requirements.
- 7.3 To provide a standard position in instances where RDS employees are redirected prior to returning to station, SFRS proposes that only one Disturbance payment will be made regardless of multiple redirections. This is consistent with the original NJC agreement based on the premise that after initial deployment the employee is deemed to be on duty and is not therefore being disturbed when redirected to a subsequent incident(s). SFRS proposes that employees will be paid the Scottish Disturbance supplement in accordance with section 6.3 and that this payment resolves the interim measure set out in NJC/13/03.
- 7.4 SFRS proposes however, that multiple Turnout fees will be payable for every turnout as a result of a multiple redirection, i.e. a minimum of one hour payment would be made for each incident. This would only apply where this is recognised by SFRS as a separate incident.

- 7.5 The above proposals will provide a standardised position in relation to redirections and payments associated with these. It is further proposed that the Service adopts suitable methods to record and monitor the volume/regularity of redirections to allow a wider review of this payment to be carried out in future due to potential equality issues and double payment for the same work. SFRS therefore reserve the right to review the terms of this payment as part of the Service Delivery Review and / or work associated with On-Call Improvement Programme recommendations in the future, through collective bargaining, as appropriate, with the Representative Bodies.

8. DUAL CONTRACTS

- 8.1 Dual contracts are issued where an employee accepts a second, distinct job under a separate contract of employment in addition to their primary job with SFRS. In this context, they accept a post within the RDS in addition to either a Wholetime uniformed post or a Support Staff post. SFRS propose to continue with Dual Contracts of employment based on the principles outlined below.
- 8.2 All existing employees who wish to apply for an advertised RDS role, in addition to their existing role, can do so when a vacancy exists and where the level of availability and location of the applicant meets the requirements of the RDS station.
- 8.3 Employees who hold their full-time position as a Wholetime Firefighter, are not required to undergo the initial retained training course.
- 8.4 Employees who are existing Support Staff or Control employees will be required to go through the full recruitment and selection process and training requirements for the RDS role.
- 8.5 Dual Contracts will normally be offered on a permanent basis, and on a maximum of the hours included within the Level 3 band (61 hours). Local Senior Officers will determine whether a Level 3 contract is appropriate and achievable at the point of recruitment and an offer of employment on a dual contract basis. Alternatively, individuals may wish to apply for a contract at level 2 (or exceptionally at level 1) in

line with the retaining hours at section 5.4 above. All other conditions will be in accordance with the Grey Book, as adapted through this or any subsequent Collective Agreement.

- 8.6 Dual Contract employees may accept pre-arranged overtime within their primary role only where it does not compromise their contractual responsibilities to the RDS and must take appropriate rest after completion of any overtime (or any normal shift) before resuming duty with RDS.
- 8.7 Dual Contract employees must attend RDS weekly station activities and training unless on duty or leave from their primary contract. Whilst Wholetime employees may attend training and demonstrate competence within their Wholetime role, attendance at the RDS weekly station activities and training is essential to ensure effective team working within the RDS station and to assist with non-training duties. The number of weekly station activities and training etc will be in accordance with a Dual Contract Guidance Note.
- 8.8 It is proposed that Dual Contracts are reviewed regularly to ensure that the availability requirements of the Station continue to be met. Contracts may be reviewed if the employee is not achieving their contractual obligations.
- 8.9 All employees who are currently employed under a Dual Contract, will be transferred to the level that most closely matches their existing arrangements with any circumstances where the new contract is significantly different being agreed at the point of changeover. However, subject to line management and contract review it is anticipated that dual contract employees will be able to receive contracts up to and including level 3 subject to 8.17. Where they are not, normal processes to revise the contractual arrangements and associated level of retainer will be carried out by local managers involving individual discussions with the employee and taking cognisance of the needs of the station.
- 8.10 As the aggregated weekly working time of existing employees will regularly exceed the 48 hour per week permissible under the Working Time Regulations (WTR), new

dual contract employees will be required to exercise their right to formally “opt out” of the WTR’s as a condition of their employment within the RDS.

- 8.11 It is further proposed that a policy will be developed to ensure that Dual Contract employees are aware of the requirements of the WTR with respect to rest periods and annual leave and of their individual responsibility to ensure they have adequate rest between periods of duty. The practical implications and application of this element will be further developed in the proposed Dual Contract Policy (see 8.17).
- 8.12 To ensure that employees have reasonable opportunities for rest and relaxation, it is proposed that Dual contract employees, where possible, will take annual leave at the same time in both posts and should not respond to any call outs or attend weekly training during periods of leave.
- 8.13 For employees who hold a Wholetime Day Duty or Support Staff position, there may be occasion where they are able to attend RDS call-outs whilst working in their primary role, subject to management approval. Wholetime Firefighters within the shift based working pattern will not be permitted to make themselves available for RDS duties during working hours for their primary employment.
- 8.14 Uniformed Day Duty Staff and Support staff who respond to turnouts during working hours in their primary contracts will be entitled to paid leave from their primary contract, at the discretion of their primary manager in circumstances where this will maintain appliance availability to maintain minimum crewing levels, in accordance with the relevant General Information Note (GIN). For any other attendance above minimum crewing levels, RDS employees will be required to take time off from their primary role through the relevant Flexi Time Schemes and repay this at a later date. Payment for such turnouts will be paid at the RDS hourly rate and will include a Disturbance payment in accordance with 6.3 above related to the RDS contract. For employees who are not in a Flexi Time Scheme, line managers should ensure that there is an appropriate alternative method in place to monitor time required to pay back for attending RDS call-outs during Wholetime/Support staff hours.

- 8.15 In instances of misconduct involving formal disciplinary sanctions, any sanctions may be applied to both the primary and secondary contract where the misconduct raises questions as to the employee's suitability to fulfil each post.
- 8.16 RDS contracts may be terminated if employees are unable to fulfil their contractual obligations in terms of availability, location or if it affects their primary post. However, termination from one contract does not necessarily result in termination of the second.
- 8.17 A Dual Contract Policy will be developed to support this proposal.

9. PAY PROTECTION

- 9.1 Any RDS employees experiencing detriment through these proposals on standardisation of RDS Ts&Cs, will be entitled to Pay Protection, in accordance with the Pay Protection Policy and based on the following principles:
- Pay protection is intended to provide employees with a reasonable opportunity to make personal adjustments in response to their changing circumstances. The SFRS will therefore seek to support such employees by providing a pay protection supplement equivalent to the difference between their revised earnings and their previous qualifying earnings.
 - This pay protection will relate to detriment arising from a reduction to any permanent elements of pay, which in relation to these proposals will apply as a result of the reduction in the value of Retaining Fees.
 - The SFRS will calculate the level of pay protection on the difference between the previous retaining fee and the revised retaining fee.
- 9.2 It is proposed that the SFRS will provide pay protection from detriment from the date of implementation of the revised terms in accordance with the Pay Protection Policy.

10. MISCELLENEOUS ALLOWANCES

10.1 The legacy Ts&Cs of several antecedent Services contained a range of allowances that intended to reward/recompense employees. SFRS proposes that allowances and any other form of reward should be consistent with equality legislation and be designed to support the delivery of the Service.

10.2 In reviewing these allowances, the SFRS have applied the following principles:

- Employees' contribution to the Service and the achievement of its objectives should be rewarded appropriately, primarily through core pay.
- All allowances are funded from public funds and therefore must be consistent with the principles of equal pay and best value, i.e. they must be applied equally to all employees, be consistent with the SFRS's reward strategy and must be proportionate to the value that the SFRS derives from the activities they reward.
- Any review of allowances must be affordable.

10.3 Most of the legacy allowances paid to RDS employees applied to a very limited number of individuals, these are related to the following miscellaneous allowances:

- Telephone Allowances
- Gartan Text Reimbursement Allowance
- Management of Availability System Allowance

10.4 The current edition of the Grey Book does not contain any provisions relating to the above allowances.

10.5 As the allowances identified above do not contribute to the achievement of the objectives of SFRS, or reward the contribution of employees, SFRS proposes to withdraw them from the date of implementation on the following basis:

- Telephone Allowances – SFRS considers that these allowances, which are paid to both legacy H&I and Tayside employees under separate arrangements, should be withdrawn as they are no longer necessary. An RDS employee is not expected to remain on station to take calls when an appliance is mobilised, nor

is it necessary for RDS Watch Commanders to make calls from a landline, following the introduction of the Firelink radio system, which enables Watch Commanders and mobilised crews to maintain contact directly with Control. Therefore, there is no objective justification for the continuation of these payments.

- Gartan Text Reimbursement Allowance – SFRS considers that the majority of RDS employees will have mobile phone contracts with unlimited text packages and are unlikely to incur additional cost incurred where they book available via text message. In addition, a Gartan mobile application is available to all RDS employees removing the need for text messaging to be used. It is therefore proposed that this allowance be withdrawn. If, however, an employee can provide evidence and demonstrate that they continue to pay for individual text messages, the provision of an appropriate reimbursement payment will be considered on an individual basis.
- Management of Availability System Allowance – SFRS considers that this allowance should be withdrawn as the management of crew's availability would generally be undertaken in advance and the Watch Commander/Crew Commander would normally manage the availability on their weekly training or during their allocated administration time. In such instances where the RDS Watch Management require to undertake activity associated with contacting their RDS employees where an appliance has gone 'off the run' and to maintain appliance availability, this will be remunerated at the applicable hourly rate and should be claimed accordingly. Therefore, there is no objective justification for the continuation of this specific allowance as alternative arrangements are proposed to claim for such a payment.

11. WEEKLY TRAINING

- 11.1 NJC Scheme of Conditions of Service provide that an employee on the RDS shall be required to attend for duty at the station to which the employee is attached *“for training, development and maintenance duties for an average of two hours per week (or three at the discretion of the fire and rescue authority)”*. It is essential that the duration and structure of weekly training is sufficient to permit RDS Firefighters to

meet the requirements placed on them by SFRS and to ensure Firefighter competence and safety.

- 11.2 Since 2021, SFRS has been running a trial project for different drill night durations and this has been managed locally. The current obligations to attend training and/or maintenance, varies across the 8 legacy services, between 2 – 3 hours per week.
- 11.3 The Service acknowledges that the RDS model relating to the current contractual time allocated to weekly training night arrangements is largely inherited from its legacy Services and therefore may not be aligned with the current or future demands of SFRS. The SFRS therefore proposes between 2-3 hours maximum training time per week. The application of this will be managed locally, to allow flexibility. It is expected that during these sessions employees will carry out activities such as (but not limited to) training and development to maintain their operational competence, engaging with relevant SFRS publications and updates, undertaking testing and completion of records and logs as appropriate.
- 11.4 The principles of this proposed position regarding weekly training durations are based on the following:
- This would allow RDS employees who are currently contracted to weekly training night durations of less than 3 hours per week to train up to 3 hours, if there is a requirement at the Station to meet local training needs. The Local Senior Officer will assess and approve this need in conjunction with their local management teams based on a risk-based training needs analysis.
 - There will be no absolute requirement to carry out 3 hours per week, however, this will be a cap. The application of hours will be locally determined and may take into account factors such as seasonal/weather related issues (influencing the balance of indoor/outdoor training activities), specific needs or requirements, access to ICT infrastructure, training catch ups, staggering of sessions for different crew member needs e.g. development activities for trainees/firefighters in development or planned activities such as exercises (this list is not exhaustive).

- Subject to LSO agreement, local managers are permitted to effectively bank additional training hours to be used appropriately at another time for longer duration training or exercising such as weekend skills days etc. Managers should be flexible in this approach and monitor hours to ensure they are used effectively.
- The phasing of these arrangements would commence from the implementation date of these proposals over a 3-month period. This would ensure that appropriate notice is provided to RDS employees where an increase in training night duration is required and will also allow Local Senior Officers to ensure appropriate arrangements are in place to support any increases to training requirements within specific areas.
- Any station that is undertaking training and maintenance hours of 3 hours or more per week based on legacy arrangements, will not be required to reduce these hours and will therefore maintain current arrangements during this interim period.
- A guidance note on RDS weekly training will be developed if this proposal is accepted.

11.5 Payment for weekly training and other activities should be claimed appropriately based on the relevant hourly rate and authorised by the appropriate manager. These will be paid a month in arrears in accordance with established payroll deadlines.

12. FUTURE REVIEWS

- 12.1 There is a requirement to consider SFRS's expectations of the role of an RDS Firefighter and how much time is required to undertake all associated work activities.
- 12.2 The SFRS On Call Improvement Programme has undertaken a broad review of On-Call arrangements and the outcomes of this in conjunction with the Service Delivery Review will inform SFRS's future considerations in relation to On-Call role requirements and associated Ts&Cs, including remuneration arrangements, as

appropriate. The primary aim being to ensure these enable SFRS to attract, recruit and retain On-Call employees.

12.3 Work plans and associated Ts&Cs will subsequently be based on the outcomes of this review.

12.4 A review of how additional, non-training work is undertaken within or out with the agreed training periods will also be carried out. The SFRS therefore reserves the right to further review these aspects of the RDS role in the future.

13. DATE OF IMPLEMENTATION

13.1 SFRS propose to implement the following aspects of the proposals on 1 January 2025:

1. Annual leave and Public Holiday Arrangements
2. NJC Retaining fees and contractual availability
3. Payment for Work Activities
4. Multiple Re-directions Payments
5. Dual Contracts
6. Pay Protection
7. Miscellaneous Allowances
8. Weekly training