

Skills Payments (Interim Collective Agreement)

Report to:

Investment & Finance Board
Commissioner's Board
Deputy Mayor's Fire and Resilience Board
London Fire Commissioner

Date:

4 January 2024
17 January 2024
30 January 2024

Report by: Jamie Jenkins, Deputy Assistant Commissioner (DAC) Central Operations

Report classification:

For decision

For publication

PART ONE

Non-confidential facts and advice to the decision-maker

Executive Summary

This report seeks agreement for the London Fire Commissioner to implement the recommended framework to introduce an interim skills payment for eligible operational staff from the rank of firefighters up to station officers with effect from 1 April 2024 until 31 March 2025.

Recommended decision

For the London Fire Commissioner

The London Fire Commissioner agrees the recommended framework and delegates authority to the Deputy Commissioner – Director for Operational Preparedness and Response, and the Director for Corporate Services to commit the revenue expenditure of £2,523,290 and their nominated officers take the necessary steps for the implementation of interim skills payments with effect from 1 April 2024 until 31 March 2025, including negotiation within the framework, as set out in this report.

1 Introduction and background

- 1.1 The London Fire Commissioner (LFC) is committed to delivering the Community Risk Management Plan 2024 – 2029 by supporting its people to be the best that they can be, to be trusted to serve and protect the communities of London, especially in areas where specialist skills are required for specialist roles.
- 1.2 The specialist skills detailed within this report are acquired on a voluntary basis, which creates difficulties in recruitment and retention, as well as forecasting skills levels and maintaining critical crewing levels. Staff within these roles consider they are doing more than if they were at a non-specialist role station and therefore feel devalued, which can impact attendance, performance, and motivation which then in turn impacts service delivery.

2 Interim Collective Agreement

- 2.1 This interim Collective Agreement as set out in Appendix A, recognises the commitment from all staff who hold a specialist skill and sets out the arrangements for a skills-based payment which is being proposed to reward staff who currently hold specialist skills and to incentivise the voluntary uptake of specialist skills in the firefighter (Ff) to station officer (SO) ranks. It is envisaged that this will increase the number of staff volunteering to achieve specialist skills, and provide specialist operational functions, up to a pre-specified maximum level.
- 2.2 The table below in Section 3 details the scalable percentages awarded to each skill. This acknowledges the variants in training commitments required from staff to acquire and maintain these specialist skills. For example, the USAR skill has a specialised and technical training

requirement and therefore attracts a higher percentage.

3 Skills payment table

- 3.1 A skills-based payment of either 1, 2 or 3% dependent on the skill as detailed in the skill payment table below, will be paid for completing all necessary training and maintaining that competency.

Skill	Percentage payment
Urban Search and Rescue (USAR)	3%
Fire Rescue Unit (FRU)	2%
Command unit (CU)	2%
Fireboat (FB)	1%
CBRN (RRT)	1%
Turntable aerial (TL)	1%
Hose layer (HL)	1%
Mass Decontamination (DM)	1%
High volume pump (HVP)	1%
Bulk foam (BF)	1%

- 3.2 The overall costs of the skills payment total **£2,523,290.51**
- 3.3 These figures can be seen in more detail in **Appendix B** of this report.
- 3.4 The draft budget report 2024/2025 included funding of £2.5 million for the skill-based payments. Future budget reports will contain and agree the costs for future years.
- 3.5 The Deputy Commissioner/Director for Operational Preparedness and Response, and the Director for Corporate Services delegated officers will need the authority to negotiate within the framework and not to exceed the agreed revenue expenditure, as well as delegated authority to negotiate within the proposed interim Collective Agreement as set out in appendix A.

4 Objectives and expected outcomes

- 4.1 The objective of the recommendations within this report and therefore the expected outcomes are to implement the interim skills payments with effect from 1 April 2024 until 31 March 2025, which will be negotiated with the trade union.
- 4.2 Having greater numbers of qualified staff will reduce the need to offer pre-arranged overtime (PAO) and standbys on shifts where there are currently insufficient numbers of specialists, as well as maximise appliance availability. This will also result in reduced PAO costs over time.
- 4.3 The benefits of applying a reward approach will see an increase in staff engagement, performance, attendance, recruitment and retention of specialist roles and improved service delivery as this will support having the right amount of people, with the right skills, who can then be located in the right place at the right time.

5 Equality comments

- 5.1 The LFC and the Deputy Mayor for Fire and Resilience are required to have due regard to the Public Sector Equality Duty (section 149 of the Equality Act 2010) when taking decisions. This in broad terms involves understanding the potential impact of policy and decisions on different people, taking this into account, and then evidencing how decisions were reached.
- 5.2 It is important to note that consideration of the Public Sector Equality Duty is not a one-off task. The duty must be fulfilled before taking a decision, at the time of taking a decision, and after the

decision has been taken.

- 5.3 The protected characteristics are age, disability, gender reassignment, pregnancy and maternity, marriage, and civil partnership (but only in respect of the requirements to have due regard to the need to eliminate discrimination), race (ethnic or national origins, colour or nationality), religion or belief (including lack of belief), sex, and sexual orientation.
- 5.4 The Public Sector Equality Duty requires decision-takers in the exercise of all their functions, to have due regard to the need to:
- Eliminate discrimination, harassment and victimisation and other prohibited conduct.
 - Advance equality of opportunity between people who share a relevant protected characteristic and persons who do not share it.
 - Foster good relations between people who share a relevant protected characteristic and persons who do not share it.
- 5.5 Having due regard to the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:
- Remove or minimise disadvantages suffered by persons who share a relevant protected characteristic where those disadvantages are connected to that characteristic.
 - Take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it.
 - Encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.
- 5.6 The steps involved in meeting the needs of disabled persons that are different from the needs of persons who are not disabled include, in particular, steps to take account of disabled persons' disabilities.
- 5.7 Having due regard to the need to foster good relations between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:
- Tackle prejudice.
 - Promote understanding.
- 5.8 An Equality Impact Assessment has been completed (Appendix C). The EIA acknowledges that the Brigade has a pay gap disparity for those staff members from underrepresented groups as recognised by the latest Equalities summary published November 2023 across LFB as an entirety. However, as shown in the percentage tables in section E1 of Appendix C, it demonstrates that there is a neutral impact between LFB's equality data held for operational staff across the whole of the LFB workforce and those eligible staff who carry out specialist skills at specific locations. Therefore any enhancement in pay across these areas will have a negligible impact on increasing any current disparity. It should be noted that staff who are on long-term sickness absence, over three months that is Due to Service (DTS) or maternity related will continue to be paid the skills-based payment. Adjustments can be considered for disability related absence.

6 Other considerations

Workforce comments

- 6.1 The anticipated outcome is that skills payments will be welcomed by staff as they will support their financial wellbeing, especially during the current financially challenging times. The LFC and the London Region Fire Brigades Union (FBU) accept that staff in these specialist roles will need to acquire and maintain their individual skills through attending a number of training courses, some of which could be, on occasion, outside of London, residential, and occur on days which they are rostered off duty. The LFC also recognises that acquiring and maintaining these skills, and ensuring individual competency takes dedication and commitment from staff in these specialist roles. These skills need to be maintained by staff through a variety of ongoing training interventions and any competency assessments. This ensures ongoing competence and the ability to execute the function for which they have been trained. Both parties are committed to high standards of health and safety. As with all activities, arrangements are the subject of periodic and event-based reviews and include risk assessments. The same principle applies to this interim Collective Agreement.
- 6.2 The management of skills payments will be led by People Services and supported by Payroll in the Finance department and Information and Communications technology (ICT). This will be in line with how other specialist skills are paid such as senior officer tags.
- 6.3 A skills eligibility report will support the identification of staff eligible for payment due to assigned specialist skills.
- 6.4 Staff who do not have specialist skills as set out in the interim Collective Agreement will not be eligible to receive a skills-based payment.
- 6.5 Staff who do not maintain their specialist skills will have the skill payment removed until competence is achieved.

Sustainability comments

- 6.6 There are no sustainability impacts arising from the proposals within this report.

Procurement comments

- 6.7 There are no procurement impacts arising from the proposals within this report.

Communications comments

- 6.6 Central Operations team will work with People Services and the Head of Internal Communications to create an appropriate communications plan regarding all aspects of the Agreement for the impacted staff and departments.

7. Financial comments

- 7.1 As part of the annual budget cycle the expected annual cost of skills payments has been factored in as an investment from 2024-25 on an on-going basis. The total investment included in this process for 2024-25 on an annual basis totalled £2,523,290. Any amendments to the agreement after the initial period which have a financial impact will be factored into a future budget cycle.

8. Legal comments

- 8.1 This report seeks agreement to commit expenditure in order to make skills payments to operational staff.

- 8.2 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.
- 8.3 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...". Accordingly, the commitment of expenditure set out in the recommendation requires prior approval.
- 8.4 The statutory basis for the actions proposed in this report is provided by sections 7 and 5A of the Fire and Rescue Services Act 2004 ("FRSA 2004"). Section 7 (2)(a) FRSA 2004 the Commissioner has the power to secure the provision of personnel, services, and equipment necessary to efficiently meet all normal requirements for firefighting. Section 5A of the FRSA 2004 allows a relevant fire and rescue authority to do anything it considers appropriate for the purposes of the carrying out of any of its functions, and anything it considers incidental or indirectly incidental to its functional purposes through a number of removes.
- 8.5 The recommendation is within the Commissioner's general powers described above.

List of appendices

Appendix	Title	Open or confidential*
A	Interim Collective Agreement	Open
B	Skills payment tables	Open
C	Skills Payments Equality Impact Assessment (EIA)	Open

Part two confidentiality

Only the facts or advice considered to be exempt from disclosure under the FOI Act should be in the separate Part Two form, together with the legal rationale for non-publication.

Is there a Part Two form: NO

Interim Collective Agreement

Skills Payments 1/4/24 – 31/3/25

OFFICIAL
December 2023

London Fire Commissioner

An Interim Collective Agreement between the London Fire Commissioner (LFC) and the Fire Brigades Union (FBU) on Skills Payments.

Details of the Parties

The London Fire Commissioner (LFC) is the fire and rescue authority for Greater London and is responsible for making provision for fire safety, firefighting, road traffic accidents, and other emergencies. The LFC must have regard to the Fire and Rescue National Framework issued by the Secretary of State. If the Secretary of State considers that the LFC is failing, or is likely to fail, to act in accordance with the Framework the Secretary of State may, by order, require the LFC to do something, stop doing something or not to do something. The LFC is a functional body of the Greater London Authority, and the Mayor may issue specific or general directions as to the manner in which the LFC is to manage its functions.

The Fire Brigades Union (London Region) (FBU) is a trade union that represents firefighters (FFs) and other employees employed by the LFC. The FBU is one of the UK's oldest specialist trade unions, supporting FFs since 1918. Nationally it represents around 34,000 members of staff in the fire and rescue service, including control staff and retained FFs.

Details of Interim Collective Agreement

- 1 Agreement on the content of this interim agreement was reached by the LFC and the London Region of the FBU, on DATE TO BE INSERTED.

Signature of authorised London Region Fire Brigade's Union (FBU) Representative:

Signature: Fire Brigades Union Date:

Signature of authorised LFC Representative:

Signature: London Fire Commissioner Date:

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1 Agreed Principles

- 1.1 To meet the statutory duties placed upon the London Fire Commissioner (LFC) and in addressing the role of the LFC as set out in this Interim Collective Agreement, and through that, meet the needs and provide a better service to London and its many communities, an appropriate interim skills-based payment reward will be put in place to pay eligible staff for the period 1 April 2024 to 31 March 2025. The staff eligible for this payment are those from the rank of Firefighter (FF) to Station Officer (SO) who, as part of their duties, have a specialist skill (including outside of the National Joint Council (NJC) role maps) for delivering the operational functional attribute they have attained. This reflects the evolving responsibilities placed on the LFC and provides greater flexibility and adaptability as the LFC responds to the threats, challenges, and opportunities ahead. The details of the payments for the various skills-based attributes are set out in **Appendix A** to this agreement.
- 1.2 This Interim Collective Agreement and arrangements are for the period 1 April 2024 to 31 March 2025 and are non-binding towards any future skills payments or arrangements after this period, which may be agreed between the LFC and FBU or from a national agreement at the NJC being reached.
- 1.3 The LFC recognises that several specialist skills exist across operational response. These are in place to enable the LFC to crew, maintain and mobilise its specialist rescue assets and capabilities. The powers held by Fire and Rescue services in relation to incidents with the necessity to act in order to save life is set out in section 7 of the Fire and Rescue Services Act 2004. It also understands its duty under section 2 of the Civil Contingencies Act 2004 to plan, advise and assess for risks within the National Risk Assessment.
- 1.4 The LFC and the London Region Fire Brigades Union (FBU) accept that staff in these specialist roles will need to obtain and maintain their individual skills through attending a number of training courses, some of which could be, on occasion, outside of London or residential in accordance with their contract of employment and the current LFC's policies and procedures.
- 1.5 The LFC also recognises that obtaining and maintaining these skills and ensuring individual competency takes dedication and commitment from staff in these specialist roles. These skills need to be maintained by staff through a variety of ongoing training interventions and any competency assessments. This ensures ongoing competence and the ability to execute the function for which they have been trained.
- 1.6 This Interim Collective Agreement reflects the needs to be able to mobilise the LFC's specialist and competent trained staff and various specialist appliances and equipment to incidents. These include but are not limited to:
 - Urban Search and Rescue (USAR)
 - Fire Boat (FB)
 - Chemical Biological Radiological and Nuclear (CBRN) (RRT)
 - Fire Rescue Unit (FRU)
 - Command Unit (CU)
 - Turntable Ladder (TL)
 - Hose Layer (HL)
 - Mass Decontamination (DM)

- High Volume Pump (HVP)
- Bulk Foam (BF)

1.7 This Interim Collective agreement will be reviewed 9 months after the signing of the agreement, or sooner if required by mutual agreement of both parties with the intent to agree a full collective agreement.

2 Terms and Conditions of Employment

2.1 The terms and conditions of employment for Firefighters within LFC should be appropriate to the requirements of the LFC to meet the statutory duties placed upon it as well as the need for flexibility in responding to new and emerging challenges.

2.2 Where this Interim Collective Agreement uses the term 'Firefighter' this is taken to mean all staff who have their terms and conditions of employment represented by the National Joint Council for Local Authority Fire and Rescue Services Scheme of Conditions of Service Sixth Edition 2004 (updated 2009). This Interim Collective Agreement will apply to all FFs to SO within LFC .

3 Negotiation and Consultation

3.1 The London Region of the FBU is recognised for the purposes of collective consultation and negotiation for those matters which have a significant impact on the groups of employees represented by the FBU and which relate to any of the following matters:

3.2 Terms and Conditions of employment, including their reference to pay.

- Allocation of work or the duties of employment between employees or groups of employees.
- All policies and procedures related to conditions of employment.
- Facilities for accredited representatives of Trade Unions.

3.3 This exercise through the machinery and forum for negotiation or consultation and other procedures relating to these, including the recognition by the LFC of the right of a Trade Union to represent employees in such negotiation or consultation or in the conducting of such procedures.

4 Training

4.1 All eligible staff from FF to SO will be appropriately trained in each specialist role for which they are needed, and provided a skills payment for doing so.

4.2 Staff in these roles are expected to pass competency assessments, maintain their individual skill(s), ensure development and maintenance of operational professionalism (DaMOP) is maintained, and record training received in their Individual training record (ITR).

- 4.3 Staff will be required to attend all appropriate training courses and training exercises, either internally or externally by attending multi-agency exercises on behalf of the LFB in relation to the skills they have acquired. ¹
- 4.4 To receive a skills payment staff must ensure that any assessments, tests, or exams associated with that skill are maintained and valid. This will be the primary benchmark that will dictate if a skills payment is awarded or removed.
- 4.5 All training and specialist equipment including Personal Protective Equipment (PPE) will routinely be updated and refreshed in line with normal LFC policy requirements and operational practices within LFB.

5 Policies and Procedures

- 5.1 Policies and procedures are currently in place with regard to the training linked to all associated skills payments. Progress against the policy development and agreement and the subsequent implementation of all associated activities will be monitored and reviewed through existing structures.
- 5.2 If there is a failure to agree to any aspect of the skills payments Interim Collective Agreement , and after using the internal and external mechanisms available to both parties there is no resolution to any dispute or disagreement in relation to any aspect of the agreement , then the whole Interim Collective Agreement will be deemed to have failed. At that point, the skills-based payments paid as part of this Interim Collective Agreement will cease with immediate effect.

6 Skills based payments

- 6.1 The areas of work outlined in this agreement will further strengthen the position of LFB at the hearts of the communities it serves. The response arrangements outlined in this agreement will enable the LFB to meet its statutory obligations and increase the value it adds to keeping London and its vibrant and diverse communities safe.
- 6.2 The skills-based payment will be paid, as set out in **Appendix A** of this Collective Agreement, to eligible staff from FF to SO who, as part of their duties, undertake a specialist role as mentioned in section 1.6 and have acquired and maintained that competency under the maintenance of competency framework.
- 6.3 It is accepted that skills payments across a wide range of different staff groups and locations will require careful consideration and ongoing discussions between London Fire Commissioner (LFC) representatives and the Fire Brigade Union (FBU) to ensure effective implementation.
- 6.4 Staff who transfer from a station with one or more specialist appliance(s) to another station that does not require that skill, but continue to undertake out duties utilising that skill, will retain their associated payment for a period to be defined as long as they maintain competence. Staff who

¹ Multi-agency exercises will follow the agreed planning procedures and conditions.

do not undertake such out duties or who do not maintain their skills competence will have the skill removed and shall not receive the payment.

6.5 The provisions within Policy 583 'Station based establishment and skills requirements' shall apply and support the day-to-day management of skills.

6.6 The LFC undertakes to maintain appropriate insurance cover for all uniformed LFC personnel who attend an incident. For the avoidance of doubt, this means entitlement to a), benefits under the Firefighters Pension Scheme 2015) of which they are a member and b), the FFs Compensation Scheme Order 2006 (as amended from time to time).

Appendix A - Skills Based Payment

The Skills-Based Payment is to be calculated and paid as follows:

1. All eligible staff from FFs, LFFs, Sub Officers to Station Officers (SO) will be paid a skills-based payment from 1 April 2024 to 31 March 2025.
2. A skills-based payment of either 1%, 2% or 3% dependant on the skill, as detailed in the skill payment table below will be paid for completing all necessary training and maintaining that competency.
3. Eligible staff will receive the skills-based payment as a percentage of their basic salary.
4. This payment will be paid in addition as a separate allowance which will be pensionable.
5. This payment shall be applied to overtime.
6. The value of the skills-based payment will adjust annually in line with the National Joint Council (NJC) pay award.
7. Staff who do not have a specialist skill will not be eligible to receive a skills-based payment.
8. Staff who have multiple skills will only be paid for one skill and this skills-based payment will be paid at the highest percentage rate.
9. Staff who are absent due to long term sickness which is over three months that is not Due to Service (DTS) or maternity related will not receive this payment.
10. Staff who cannot maintain their skill(s) through no fault of their own, i.e., Training course cancelled or delayed by the LFC, will maintain the skills payment until such time that an alternative course can be attended. Where alternative course options have been provided but not taken up, the maintenance of the skills payment will be reviewed.
11. If a skill is removed from service in LFB, then the skills payment will cease at the date of removal.
12. If a new skill is introduced into LFB, consideration will be given to whether it qualifies for a skills payment. This will need to be negotiated in line with this interim Collective Agreement.
13. Staff who have moved to another station or department either detached for three or more months, or on a permanent basis through transfer, where this skill is no longer required, will not receive the payment.

Skill payment table:

Skill	Percentage payment
Urban Search and Rescue (USAR)	3%
Fire Rescue Unit (FRU)	2%
Command unit (CU)	2%
Fireboat (FB)	1%
CBRN (RRT)	1%
Turntable aerial (TL)	1%
Hose layer (HL)	1%
Mass Decontamination (DM)	1%
High volume pump (HVP)	1%
Bulk foam (BF)	1%

Appendix B - Skill Set/Qualifications

Urban Search and Rescue (USAR)

U1/U2 - USAR
U5 - Timber shoring
U6 - Hot Cutting
U7 - Chainsaw
U8 - Confined Space Operator
U9 - Line and Casualty Extrication (LACE)
U11 - Confined Space Supervisor
Safe Working at Height
Multi-Purpose Vehicle

Technical Centers (FRU)

Technical Rescue centers

Swift Water Technician
Power boat
Line rescue
USAR

Technical Hazmat centers

Animal rescue
Swift Water Technician
Power boat

Technical Skills centers

Line rescue

Rank	Number of eligible staff
Station Officer (SO)	152
Sub Officer (SUB O)	268
Leading Firefighter (LFF)	512
Firefighter (FF)	1640
TOTAL	2572

The financial costing in the table below details total annual cost per rank.

	Station Officer	Sub Officer	LFF	FF
3% USAR	£1,662.27	£1,456.05	£1,393.50	£1,262.61
1% FB	£0	£485.05	£464.50	£420.87
1% CBRN	£554.09	£485.05	£464.50	£420.87
2% FRU	£1,108.18	£971.00	£929.00	£841.74
2% CU	£1,108.18	£971.00	£929.00	£841.74
1% TL	£0	£485.05	£464.50	£420.87
1% HL	£554.09	£485.05	£464.50	£420.87
1% DM	£554.09	£485.05	£464.50	£420.87
1% HVP	£0	£485.05	£464.50	£420.87
1% BF	£0	£0	£0	£420.87

Appendix B

The financial costing in the table below details total annual cost across all affected ranks.

Skills	No' of STNO	Station Officer	No' Of SUB O	Sub Officer	No' of LFF	LFF	No' of FF	FF	Total	On cost %	On-cost	Total (inc. on costs)
3% USAR	16	£26,596.32	16	£23,296.80	40	£55,740.00	120	£151,513.20	£257,146.32	0.371	£95,401.28	£352,547.60
1% FB	0	£0.00	4	£1,940.20	4	£1,858.00	20	£8,417.40	£12,215.60	0.371	£4,531.99	£16,747.59
1% CBRN	4	£2,216.36	4	£1,940.20	4	£1,858.00	24	£10,100.88	£16,115.44	0.371	£5,978.83	£22,094.27
2% FRU	56	£62,058.08	56	£54,376.00	144	£133,776.00	676	£569,016.24	£819,226.32	0.371	£303,932.96	£1,123,159.28
2% CU	28	£31,029.04	28	£27,188.00	88	£81,752.00	112	£94,274.88	£234,243.92	0.371	£86,904.49	£321,148.41
1% TL	0	£0.00	40	£19,402.00	88	£40,876.00	220	£92,591.40	£152,869.40	0.371	£56,714.55	£209,583.95
1% HL	8	£4,432.72	16	£7,760.80	16	£7,432.00	112	£47,137.44	£66,762.96	0.371	£24,769.06	£91,532.02
1% DM	40	£22,163.60	68	£32,983.40	92	£42,734.00	120	£50,504.40	£148,385.40	0.371	£55,050.98	£203,436.38
1% HVP	0	£0.00	36	£17,461.80	36	£16,722.00	180	£75,756.60	£109,940.40	0.371	£40,787.89	£150,728.29
1% BF	0	£0.00	0	£0.00	0	£0.00	56	£23,568.72	£23,568.72	0.371	£8,744.00	£32,312.72
												£2,523,290.51



LONDON FIRE BRIGADE

DRAFT

Part 1: Equality Impact Assessment – submitter to complete

Before carrying out an Equality Impact Assessment (EIA), you should familiarise yourself with the guidance notes (see Appendix) and our other resources located within the [EIA section on Hotwire](#)

An EIA should be carried out whenever you are starting (or reviewing) any major new activity/programme/policy/project/strategy/campaign *, or where you propose changes or a review of the previous one.

*In this document, any kind of activity/programme/policy/project will be called an ACTIVITY for an easy read, while you specify the type of your event from your end.

The purpose of an EIA is to meet and justify the legal obligation required under the [Public Sector Equality Duty](#) (PSED), namely, the 'DUE REGARD' that documents that your activity/programme/policy will:

- 1. eliminate discrimination, harassment, and victimisation
- 2. advance equality of opportunity
- 3. foster good relations between people who share a relevant protected characteristic and people who do not share it.

In the EIA, you need to show that your activity meets the 3 conditions of the due regard, as listed above, and provide any relevant information showing that your activity caters for people with protected characteristics (where applicable), but also that it promotes equality and eliminates potential discrimination and offers additional opportunities to advance equality.

Where you identified any possible negative impacts on individuals and groups with protected characteristics, you need to complete a mitigating action plan (Section F below). After your mitigating action plan has been implemented, you need to inform the EAI Team by sending the same form again with the notification of the date when the mitigation action plan was completed.



A. Name, goal and the expected outcomes of the programme/ activity

The aim of the report seeks agreement for the London Fire Commissioner and the Deputy Mayor to implement the recommended framework to introduce skills payments for operational staff from the rank of firefighters up to station officers with effect from 1 April 2024.

B. Reason for Equality Impact Assessment

Please delete as applicable:

- A new activity

C. Names of the team responsible for the programme/ activity

Responsibility for the EIA:

Name: Paul Casey
Job title: Group Commander
Department: Central Operations

Responsibility for the whole activity:

Name: Jamie Jenkins
Job title: Deputy Assistant Commissioner
Department: Central Operations

D. Who is this activity for, who is impacted by it (all LFB staff, specific department, external communities)

Operational staff who hold a specialist skill (s) or staff that are moving into a role that requires this skill set following appropriate training.



E. What other policies/documents are relevant to this EIA?

- National Joint Council for Local Authority Fire and Rescue Services Scheme of Conditions of Service Sixth Edition 2004 (updated 2009).
- The LFB Community Risk Management Plan and supporting Values.
- Official statistics available on GOV.UK – Fire and Rescue Pension Statistics England April 2019 to March 2020. <https://www.gov.uk/government/statistics/fire-and-rescue-workforce-and-pensions-statistics-england-april-2019-to-march-2020/fire-and-rescue-workforce-and-pensions-statistics-england-april-2019-to-march-2020>
- Section 2 of the **Grey Book**
- The supporting data below is extracted from the **Equalities Summary** dated 30/11/2023 <http://deptsite/docs/hr/plma/shared/Monthly%20Staff%20Statistics/Equalities%20Information%202023-11.xlsx>.

This table details our current equality data for operational staff (**excluding control staff**) across the whole of the London Fire Brigade (LFB):

Male	4176	89.63%
Female	483	10.37%
LGBT+	274	5.88%
BAME	716	15.37%
Disability	348	7.47%

The data detailed below is for staff eligible for a **skills payment** serving at a **specialist skill station**:

Male	1929	89.64%
Female	223	10.36%
LGBT+	124	5.76%
BAME	307	14.27%
Disability	142	6.60%

The data detailed below is for staff eligible for a **skills payment** serving at a **support station**:

Male	238	90.15%
Female	26	9.85%
LGBT+	28	10.61%
BAME	47	17.80%
Disability	23	8.71%



The data detailed below combined staff totals serving at a **specialist skill** and **support stations**:

Male	2167
Female	249
LGBT+	152
BAME	354
Disability	165

This shows that there is no disproportionate disparity between our equality data held for operational staff across the whole of the LFB workforce and those eligible staff who carry out specialist skills and therefore will result in a neutral impact from this interim collective agreement.

Specifically, the percentage difference compared to the total LFB operational workforce for staff in specialist roles is:

	Operational staff across LFB	Skills station	Support station
Male	89.63%	89.64% (+0.01%)	90.15% (+0.52%)
Female	10.37%	10.36% (-0.01%)	9.85% (-0.52%)
LGBT+	5.88%	5.76% (-0.12%)	10.61% (+4.73%)
BAME	15.37%	14.27% (-1.10%)	17.80% (+2.43%)
Disability	7.47%	6.60% (-0.87%)	8.71% (+1.24%)

F. Equality and diversity considerations

Describe the ways how your activity meets the conditions of the due regard of the PSED and how LFB employees and communities of London may be affected by your activity, especially those ones with protected characteristics. Explain whether your programme/ activity may disproportionately affect any group named below?

Protected characteristics Equality Act 2010:

- Age
- Disability/Barrier
- Gender and gender reassignment
- Marriage and civil partnership
- Pregnancy and maternity
- Race including ethnicity and nationality
- Religion or belief
- Sexual orientation
- Socio-economic backgrounds
- Caring responsibilities



Do not provide databases, graphs, or tables in this Section, just key findings and the outcomes of your learning about these different groups. For detailed evidence and lists of data used, use Section E 1.

This EIA acknowledges that the Brigade has a pay gap disparity for those staff members from underrepresented groups as recognised by the latest Equalities summary published in November 2023.

However, as shown in the percentage tables in section E1, it demonstrates that there is a neutral impact between our equality data held for operational staff across the whole of the LFB workforce and those eligible staff who carry out specialist skills at specific locations.

Following this EIA, consideration has been given to encourage more staff members from underrepresented groups to undertake specialist skills. This would help raise awareness of each specialist skill role (i.e. Urban Search and Rescue (USAR) to female staff members and staff from underrepresented groups. It is proposed this can be supported by the Equality Support Groups (ESG's). It is hoped that this will, over time, increase underrepresented groups serving in these specialist roles.

LFB ensures that equal opportunities for specialist skills roles and promotion opportunities are available for all staff regardless of protected characteristics as detailed in the [Togetherness Policy](#).

This EIA also acknowledges that a skills-based payment for staff, resulting in an uplift of pay will have a positive impact on those staff members who have already acquired or will acquire the specialist skills, taking into account the current challenging financial times.

It should be noted that training for specialist skills already exists in the LFB and has been delivered for many years, this includes acquisition, maintenance of skills and assessment (where required).

Staff members who hold a specialist skill(s) will need to acquire and maintain training through courses and attendance at training events and exercises. These will be allocated when the staff member is on duty, although there may be occasions when staff volunteer to attend off duty. No specific information is available regarding staff in this category (Individuals can declare gender on StARS). However, any reasonable adjustments will be made where required and this project is based on normal working practices.

Training does not apply to staff members who are pregnant or on maternity leave as they should be on a light duties rota and therefore unable to attend any training courses until they return to full operational duties.

This EIA applies to all staff who have their terms and conditions of employment represented by the National Joint Council for Local Authority Fire and Rescue Services Scheme of Conditions of Service Sixth Edition 2004 (updated 2009).



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AGE: This skills payment agreement will affect all operational staff who currently hold a specialist skill (s) or staff that are moving into a role that requires this skill set from joining age of 18 to normal retirement age of 60.

Any training requirement will be applied equally to all eligible employees regardless of their age and there will therefore be a neutral impact on this group however consideration must be given to Learning Styles, Experience and Knowledge, Motivation and Engagement and training delivery formats, which must be reviewed and monitored regularly.

Age can have various impacts on staff training. Age related factors that need to be considered include:

1. **Learning Styles:** Different age groups may have different learning preferences and styles. Younger employees may be more inclined towards interactive and technology-based training methods, while older employees may prefer traditional classroom-style training or hands-on activities.
2. **Experience and Knowledge:** Older employees often have more experience and knowledge in their respective fields. They may benefit from training programs that focus on building upon their existing expertise or providing advanced skill development opportunities.
3. **Motivation and Engagement:** Motivation levels may vary across different age groups. Younger employees may be more motivated by opportunities for career advancement and personal growth, while older employees may be motivated by factors such as job security, work-life balance, or the opportunity to share their knowledge and mentor others.
4. **Training Delivery Formats:** Considering the generational differences, it may be beneficial to offer a variety of training delivery formats to cater to the diverse needs of employees. This can include e-learning modules, mentorship programs, in-person workshops, or on-the-job training.

It is important to recognise and address these age-related impacts to ensure that staff training programs are inclusive, engaging, and effective for employees of all age groups.

DISABILITY: There may be an adverse effect on those who suffer with learning disabilities and neuro diversities as some of the training courses associated with specialist skills potentially in depth, complicated and with lots of abbreviations used.

LFB already has a suite of training packages in place to support these specialist skills that take into account different learning styles and are designed to support students who are neurodiverse.

Any training material abbreviations will be written in full or explained in more detail.



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Learning disabilities or learning disorders refer to a range of conditions that affect how individuals process and acquire information.

Learning support is available for all staff employed by the LFB and all staff carrying out the practical aspect of the role will have been assessed as fit for full duties by Occupational Health Service (OHS).

NEURODIVERSITY: Neurodiversity refers to the natural variation in neurological conditions, such as autism, attention deficit hyperactivity disorder (ADHD), dyslexia, and more. It recognizes that these conditions are a normal part of human diversity, rather than disorders to be fixed or cured. Neurodiverse individuals have unique strengths, talents, and perspectives that can contribute to various fields, including the fire service. Embracing neurodiversity means providing support, accommodations, and acceptance to ensure equal opportunities for individuals with different neurological profiles.

It is important to support neurodiversity in LFB for several reasons. First, neurodiverse individuals bring unique skills and perspectives that can enhance the overall effectiveness of the team. Second, by creating an inclusive environment, the LFB can attract and retain a diverse range of talent. Third, supporting neurodiversity promotes equality and social justice by ensuring that individuals with neurodivergent conditions have equal opportunities to contribute to society. Ultimately, embracing neurodiversity in LFB leads to a more inclusive and effective and motivated workforce.

GENDER: This is a gender-neutral project, gender neutral language is used in all communications and documentation. Training will only be delivered to personnel who are on full duties. All trainers to be aware of how to use correct and appropriate language (i.e. pronouns etc) and to signpost for support where appropriate.

RACE: The areas of work outlined in this interim collective agreement will further strengthen the existing position of LFB at the heart of the communities it serves. The response arrangements outlined in this interim collective agreement will enable the LFB to meet its statutory obligations and increase the value it adds to keeping London and its vibrant and diverse communities safe.

RELIGION OR BELIEFS: There may be some negative impact on those who desire to practise their belief at certain times of the day, due to the nature of the training it may be unpractical to adhere to strict timings and location. However, any negative impacts are mitigated by the LFB implementing Section 2 of the grey book which states that all fire and rescue services should respect and make time and space available for employees to practise their faith. Training, both theoretical and practical, may occur during religious festivals. Theoretical training will take place within LFB premises where suitable faith facilities will have been identified.

For the practical element of any training courses or exercises, suitable space for staff to practise their faith will need to be identified.



SEX: This is a gender-neutral project and gender-neutral language will be used in all communications and documentation, where required.

SEXUAL ORIENTATION: When planning training for staff who are part of the LGBT+ community, it is important to create an inclusive and supportive environment. Here are some considerations to keep in mind:

- 1. Awareness and Understanding:** Ensure that the training creates awareness and understanding about sexual orientation and gender identity. Provide education on the challenges and experiences faced by LGBT+ individuals and the importance of creating an inclusive workplace.
- 2. Language and Terminology:** Use inclusive and respectful language throughout the training. Familiarise participants with appropriate terminology and avoid assumptions or stereotypes.
- 3. Legal and Policy Framework:** Familiarise staff with the organisation's policies and legal protections related to sexual orientation and gender identity. Ensure that employees are aware of their rights and protections.
- 4. Bias and Discrimination:** Address unconscious bias and discrimination that LGBT+ individuals may face in the workplace. Provide strategies on how to recognise and challenge bias and promote a culture of respect and acceptance through LFBs Values and behaviours.
- 5. Supportive Resources:** Provide information about support networks (Equality Support Groups) employee and external resources available to LGBT+ employees. Ensure that employees know where to seek support if needed.
- 6. Inclusive Practices:** Highlight inclusive practices that can be implemented in the workplace, such as gender-neutral restrooms, (working is ongoing around the implementation of the privacy for all project) dress code policies, and inclusive language in communication.
- 7. Role of Allies:** Emphasise the role of allies in creating an inclusive environment. Encourage participants to be supportive allies and provide tools and resources to help them be effective allies.
- 8. Confidentiality and Privacy:** Stress the importance of confidentiality and privacy when it comes to an individual's sexual orientation or gender identity. Reinforce the need to respect confidentiality and avoid outing someone without their consent (staff who choose to record their gender or sexual orientation can do so on StARS).
- 9. Ongoing Support and Engagement:** Training should be seen as a starting point. Provide ongoing support and engagement for LGBT+ employees through mentorship programs, diversity and



inclusion initiatives, and regular check-ins.

Creating an inclusive workplace is an ongoing process, and existing training is just one part of it. It is important to foster a culture of acceptance, diversity, and respect for all employees, regardless of their sexual orientation or gender identity.

G. Evidencing Impact

Please answer the following six questions:

1. Have you gathered and utilised information from various sources, including consultations with individuals, wider research, and resources from the EIA website, to comprehensively understand the people involved in or impacted by the activity, particularly those with protected characteristics?

Yes

2. Have you acknowledged and explained any gaps in evidence for assessing your activity's impact, and if so, can you justify proceeding with the EIA without addressing them or are you considering a mitigation action plan?

Yes

3. How does your activity promote equality of opportunity and caters for equity? i.e. what adjustments have you considered for people with protected characteristics?

This interim collective agreement is being implemented to eligible operational staff at specialist stations. Involvement from stakeholders across the entire organisation including regulatory bodies will be required to deliver this work. Every aspect of the work is checked from inception to delivery and implementation to ensure there is no impact from discrimination.

4. How does your activity foster positive relations promoting equality between different groups, and what specific examples facilitates this interaction, highlighting the benefits for individuals with protected characteristics?



The Interim Skills Payment Collective Agreement proactively seeks involvement of all stakeholders including the regulatory bodies to ensure that it delivers excellence and sets the standard nationally.

This EIA will be shared across the LFB equality support groups for comment and supporting data via the inclusion team.

5. How do you communicate the activity to those involved, especially with protected characteristics, and have you considered diverse formats such as audio, large print, easy read, and other accessibility options in various materials?

It is anticipated that skills training courses may have an impact on staff with neurodiversity's. The training department (L&PD) assisted by learning support will ensure that training presentations take this impact into account and make reasonable adjustments to address any additional assistance staff would require.

As stated previously in this EIA, all training to support skills payments are existing training courses that have been approved and delivered for many years.

6. How have engaged people with a wide range of protected characteristics in the design of your activity, and how will be engaging them in the implementation and monitoring of the activity?

This interim collective agreement is being implemented to eligible operational staff at specialist stations. Involvement from all stakeholders across the entire organisation including regulatory bodies will be required to deliver this work. Every aspect of the work is checked from inception to delivery and implementation to ensure there is no impact from discrimination.

H. Mitigating action plan (where an adverse impact has been identified, please record the steps that are being taken to mitigate or justify it?)

Protected characteristic and potential adverse impact	Action being taken to mitigate or justify	Lead person/department responsible for the mitigating action
1. Underrepresented groups	Raise awareness of specialist skills and roles available to all staff members in LFB.	Lead department for the specialist skill and supported by ESG's
2. Underrepresented groups	Promote access to specialist skills stations using Hotwire and Yammer.	Lead department for the specialist skill
3. Underrepresented groups	Ensure the transfer and promotion system is transparent.	Establishment and Performance team.



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4. Underrepresented groups	Future consideration required to improve staff's ability to move from one skill/station to another. This will be a long-term action	Establishment and Performance team.
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I. Signed by the Submitter

Name: Paul Casey

Rank/Grade: Group Commander

Date: 15.1. 24

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Part 2: Inclusion team to complete - feedback and recommendations

J. EIA Outcomes

Select one of the four options below to indicate next steps:

Recommendation 1: No change required – the assessment is that the activity is/will be robust.

Recommendation 2: Continue and correct the activity accordingly following our feedback – this involves taking steps to remove any barriers, to better advance equality and/or to foster good relations.

Recommendation 3: You must complete the mitigation action plan and continue the activity despite the potential for adverse impact with mitigation in place.

Recommendation 4: Stop the activity as there are adverse effects which cannot be prevented/mitigated.

K. Feedback

Please specify the actions required to implement the findings of this EIA and how the programme/ activity's equality impact will be monitored in the future. It may be helpful to complete the table.

[text to be completed by the EIA Team]

L. Sign off by EIA Inclusion team

Date: