



MERSEYSIDE FIRE BRIGADES UNION

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Date: Friday, 17 June 2011

Ref: GM/SM Shift Sytem.

Dear Ms Lomax,

Thank you for your letter dated 14th June 2011, received today's date, along with your letters dated 14th June 2011 and 13th May 2001, which I presume should read 13th June 2011.

I note you have included within your correspondence a revised risk assessment, a new proposed duty shift system you state is now Grey Book compliant and other associated documentation.

However you then state that consultation is now concluded and that your belief is that the Service has dealt with all the matters raised during the process. I can confirm that is not the case and the Fire Brigades Union continues to have significant concerns in relation to this proposal including the lack of a proper Equality Impact Assessment and a risk assessment you have provided which is evidently not suitable or sufficient.

Further you refer to this process as being one of consultation. You must be aware that this issue refers to hours of work and pay. It is a duty shift system we are in dialogue in and you are seeking to alter that shift system, which then is a matter of negotiations. I have enclosed a copy of the national joint protocol for good industrial relations for your information and draw you attention to the section defining what consultation is and what negotiation is.

Notwithstanding that point and mindful of the new and late information you have provided me, you wish me to provide a position statement without meeting to discuss the latest information which is simply unacceptable. Confusingly in your other letter of the 14th June 2011 you inform me that once FOA has made its position clear in respect to the current proposal you will write to me again and advise me of the outcome of the views of the outcome of their deliberations and you would seek the Fire Brigades Unions views on moving forward in respect to this proposal. Accordingly I will provide a summation of discussions to date at that juncture.



I would also be grateful if you could provide me with a date to meet and hopefully progress negotiations on this matter regardless of the views of others, relevant though they may be.

In relation to the information you have provided me in your correspondence, I make the following comments which I have continued with the numbering for ease.

1. The risk assessment you have provided is not a suitable or sufficient risk assessment, and nor is it the assessment I have asked for. I asked for a copy of the 'major incident risk assessment' and I repeat that request. In relation to the risk assessment you have provided me I have requested a meeting with you and your assessor in my letter to you 26th May 2011, I would be grateful if you could arrange that meeting as a matter of some urgency.
2. I am afraid your answer does little to move this issue on and alleged failings in the last negotiations clearly would have an impact on these negotiations if only to ensure those failings are not repeated.
3. I note that you are unsure of our request in relation to information regarding the previous negotiations and as such I reiterate that I would be grateful for any and all evidence, correspondence and documentation of the discussions you say you have had with FOA, which you state has proven difficult, in relation to self rostering for the SM/GM role.
4. Your point is noted, but one we do not agree with.
5. This is an important point that requires resolution. You state within the report that some staff will have an opportunity for additional payments, the Fire Brigades Union require you to demonstrate that all staff will be offered an equal opportunity for all elements of the working arrangements and not just one particular section of the workforce.
6. I note your position and the reference of the issue to the Clerk, it seems that employees will be required to work more than the 48 hours a week, if called out which appears inevitable, and so an opt out arrangement seems to be required. However, I await the Clerks clarification on that point.
7. Thank you for the information you have provided which we will now consider as a part of the proposal.
8. See paragraph 1.
9. There seems to be some confusion in relation to the staffing model as the report states that that '*any request for leave is not approved until alternative cover is found*'. You will recall I specifically asked you if the report is correct and that leave will only be granted if alternative cover is found, you confirmed that is the case. The Deputy Chief Fire Officer seems to have a different point of view to you and the report.

You will recall that in my letter to you dated 16th May 2011 I stated that effectively, the Service seems to be proposing a system of work that prohibits statutory provisions in terms of leave (in the absence of other employees voluntarily covering that absence) which the Fire Brigades Union have grave concerns over.

That remains to be the case and your vague assurance that there is sufficient resilience to meet the leave needs of the Service does not provide the required resolution to the matter. I again ask you to clarify how leave, both contractual and statutory, will be provided employees without alternative cover being put in place by the same employees as the report states.

10. See paragraph 9.

11. Noted.

12. Thank you for the information you have provided which we will now consider as a part of the proposal.

13. I thank you for arranging a meeting with Jayne Monkhouse in relation to the EIA and look forward to moving this element forward. You will appreciate then a summation of the position so far is clearly premature.

Finally and in particular reference to paragraph 9 and 10 above, the report identifies that 1460 covers are required for the SM role but the system provides for only 1440, can you clarify how you intend to provide the resilience required of a staffing system for the outstanding covers and why you have proposed a system with a built in negative resource factor.

If you require any further information please do not hesitate to contact me.

Yours sincerely

L Skarratts
Brigade Secretary

Encl.

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**NATIONAL JOINT COUNCIL
FOR LOCAL AUTHORITY
FIRE AND RESCUE SERVICES**

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**To: Chief Fire Officers
Chief Executives/Clerks to Fire Authorities
Chairs of Fire Authorities
Directors of Human Resources**

Members of the National Joint Council

15 June 2007

CIRCULAR NJC/08/07

Dear Sir/Madam

**JOINT PROTOCOL FOR GOOD INDUSTRIAL RELATIONS IN THE FIRE AND
RESCUE SERVICE**

1. At its meeting earlier today, the National Joint Council agreed a protocol for good industrial relations in the fire and rescue service.
2. The NJC welcomes the valuable opportunity provided by the protocol to develop and improve upon industrial relations across the UK fire and rescue service.
3. As such both Sides expect all parties to adopt the principles and commitments contained therein, working together to ensure efficient and effective industrial relations.
4. A copy of the protocol is **attached**.
5. For clarity, this protocol is supplementary to the model consultation and negotiation procedures contained in Section 6 in the Scheme and Conditions of Service (Grey Book).

**Yours faithfully
SARAH MESSENGER
MATT WRACK
Joint Secretaries**

NATIONAL JOINT COUNCIL FOR LOCAL AUTHORITY FIRE AND RESCUE SERVICES

'WORKING TOGETHER'

A JOINT PROTOCOL FOR GOOD INDUSTRIAL RELATIONS IN THE FIRE AND RESCUE SERVICE

The National Joint Council (NJC) recognises that Fire and Rescue Service managers and trade union representatives must work together for the benefit of the service, its employees, and local communities. To this end the principles below will apply both at national and local level.

Principles

- Joint commitment to the success of the Organisation¹.
- Joint recognition of each others legitimate interests and responsibilities.
- Joint focus on the quality of working life
- Joint commitment to operating in a transparent manner
- Joint commitment to continuously improve industrial relations
- Joint commitment to reaching agreement within appropriate timescales
- Joint commitment to ongoing dialogue and exchange of views including face-to-face meetings
- Joint commitment to a 'no surprises' culture

In support of the above principles employer representatives² will:

- Engage trade union representatives early in consultation/negotiation (as appropriate) on issues which have workforce implications
- Share full and appropriate, and timely information e.g. on finance and employment matters to trade union representatives in order to enable effective consultation or negotiation to take place
- Take on board trade union views, providing full and frank feedback on how that process has influenced their subsequent position
- Put in place reasonable trade union facilities in accordance with statutory requirements and ACAS good practice guidance in order to support this inclusive approach

Trade union representatives will:

- Take an active and constructive part in discussion at an early stage to facilitate reaching agreement within the appropriate timescale
- Provide a considered response to proposals, including alternative options, in accordance with a locally developed timescale or those contained in the national model procedures, as appropriate

¹ The term "Organisation" refers to the NJC and/or local fire and rescue services, as appropriate
² The term "Employer representatives" refers to the Employers' Side of the NJC or local managers, as appropriate

- Share with managers relevant and appropriate information to assist discussions

All parties:

- Recognise their common interests and joint purpose in furthering the aims and objectives of the Organisation and in achieving reasonable solutions
- Will behave respectfully towards each other at all times
- Accept the need for joint consultation or negotiation in securing their objectives
- Will identify at the outset the appropriate timescale for discussion
- Respect the confidential nature of the, at times, sensitive information exchanged
- Actively work together to build trust and a mutual respect for each other's roles and responsibilities
- Ensure openness, honesty and transparency in communications
- Provide top level commitment to the principles outlined in this protocol
- Take a positive and constructive approach to industrial relations
- Commit to early discussion of emerging issues and to maintaining dialogue in order to ensure a 'no surprises' culture
- Commit to ensuring high quality outcomes
- Where appropriate, seek to agree public positions

Consultation and Negotiation

To assist all parties at local level the NJC has already agreed model consultation and negotiation procedures which are contained in the Scheme of Conditions of Service (Grey Book) that promote joint solution seeking. Both procedures contain principles which all parties have agreed to adhere to. In the case of the consultation procedure parties at local level have agreed to identify and work within an appropriate timescale. In the case of the negotiation procedure timescales are set out which should be adhered to in order to ensure timely resolution. This is equally the case where alternative timescales have been jointly agreed at local level.

Both model procedures contain definitions of the circumstances in which they are to be used. In the case of consultation, matters shall be those that do not require collective agreement. In the case of negotiation, matters shall be those that do.

The simplest explanation of the difference between consultation and negotiation is that anything which is contractual and therefore needs the agreement of the individual employee or their trade union on their behalf is negotiation. Everything else is consultation.

The standard issues referred to in a person's contract are matters which require agreement to change and are therefore negotiable. Basically this covers remuneration, hours of work, leave entitlements and any other conditions of service. It may also cover local policies and procedures not specified within the Scheme of Conditions of Service (Grey Book), or NJC circulars, where they are within the individual's contract and the contract does not provide that the employer has the right to amend them from time to time without agreement. It may also include local

practices that are not contained within an individual's contract but may be implied contractual terms. Everything else is consultation.

Both processes should be conducted with a view to reaching agreement and therefore should include an opportunity to consider alternative approaches to an issue. Where agreement cannot be reached both parties will consider further options but in doing so commit to taking unilateral action only as a means of last resort i.e. industrial action or imposition of change.

Both processes allow for joint agreement to external assistance should that prove necessary. Local parties are reminded of the benefit of such assistance and the joint commitment in the Grey Book to not unreasonably refuse such assistance. Such involvement must also be carried out in a timely manner with both parties committed to ensuring this is the case.

NJC assistance to local parties

The NJC Joint Secretaries clearly have a role in assisting dispute resolution at local level. Such issues need to be jointly referred, in writing, and the parties locally will need to demonstrate that consultation or negotiation processes have been exhausted at local level. The joint letter shall:

- Be agreed and signed by both local parties
- Contain a joint summary of the issue on which agreement has not been reached, evidence of discussion to date including the original proposal and any amendment made as a result of joint discussion at local level.
- Contain a concise statement from each party summarising their respective position.*

*This does not preclude each party subsequently providing unilateral briefings to their own Joint Secretary.

When requested to assist the Joint Secretaries will expect their respective parties to:

- Commit fully and with good intent to the process, maintaining an open mind, and whenever possible both parties present should have the authority to reach agreement.
- Ensure they are available for meetings, if and when required
- Respect the confidential nature of matters under discussion through the Joint Secretaries process

The NJC can also provide specific assistance in the form of the Technical Advisory Panel and the Resolution Advisory Panel, as appropriate. Both processes are contained in the Scheme of Conditions of Service (Grey Book). Where a matter is referred through either process all parties shall commit fully and with good intent to the process, ensuring they maintain an open mind, are available for meetings, and whenever possible both parties present should have the authority to reach an agreement.

Conclusion

All of the principles and commitments above are intended to encourage and support a joint approach to maintaining and improving upon good industrial relations within the fire and rescue service as a whole.

It is recognised that all parties have their part to play in ensuring that outcome is achieved.