

**AGENDA ITEM:**

<b>REPORT TO:</b> Meeting of the	<b>MERSEYSIDE FIRE &amp; RESCUE AUTHORITY</b>
<b>DATE:</b>	<b>TUESDAY 29<sup>TH</sup> NOVEMBER 2011</b>
<b>REPORT NO.</b>	<b>CFO/152/11</b>
<b>REPORTING OFFICER:</b>	<b>CHIEF FIRE OFFICER</b>
<b>CONTACT OFFICER:</b>	<b>CHIEF FIRE OFFICER</b>
<b>OFFICERS CONSULTED:</b>	<b>DEPUTY CHIEF FIRE OFFICER MR. NICK MERNOCK</b>
<b>SUBJECT:</b>	<b>Collective Agreement with the FBU FA</b>

**IS THIS REPORT EXEMPT?      NO**

**APPENDIX A                      TITLE                      DISPUTE RESOLUTION PROPOSAL  
ATTACHED –HARD COPY**

Purpose of Report

1. To request that Members note and endorse the agreement reached with the Fire Brigades Union (FBU) to resolve the existing trade dispute.

Recommendation

2. That Members note and endorse the agreement reached with the FBU to resolve the existing trade dispute

Introduction & Background

3. In order to resolve the ongoing trade dispute with the FBU which was registered following the implementation of staff savings measures approved by the Authority to meet the funding shortfall arising from the last Comprehensive Spending Review (CSR), the Chief Fire Officer has advanced a number of proposals. The proposals are contained within the agreement attached at Appendix A.
4. The overarching principle underpinning the agreement is one of forward looking joint working between Officers and the FBU to minimise the impact on operational response of the existing and future unprecedented financial challenges.
5. The agreement starts from the position of the shared vision of the Authority, Officers and the FBU which is to deliver the best possible operational response

capabilities to the communities of Merseyside whilst recognising the financial constraints faced by the Authority.

6. This agreement has the unanimous support of the FBU Brigade Committee and all branches and sections.

#### Equality & Diversity Implications

7. There are no direct Equality and Diversity implications contained within this report however any actions arising from the reviews referred to in Appendix A that in any way affect Policies or functions of the Authority will be subject to a full Equalities Impact Assessment.

#### Staff Implications

8. Any staffing implications that arise from the reviews or actions contained within the agreement attached at Appendix A will be subject to a full Equalities Impact Assessment.

#### Legal Implications

9. If Members endorse this agreement, this will be converted into a formal Collective Agreement which will be signed by both parties and will then be incumbent upon both the Authority and the FBU to observe.

#### Financial Implications & Value for Money

10. Any costs relating to the dispute resolution proposals contained within the agreement will all be contained within existing budgets.

#### Risk Management, Health & Safety, and Environmental Implications

11. The dispute resolution proposals contained within the agreement are all predicated on the joint objective to deliver the best possible operational response capabilities to the communities of Merseyside whilst recognising the unprecedented financial constraints faced by the Authority.

#### Contribution to Achieving Our Mission:

\*\*“Safer, Stronger Communities, Safe, Effective Firefighters”

\*\* Currently part of the IRMP 2012-15 consultation

12. The collective agreement with the FBU is predicated on the joint objective to deliver the best possible operational response capabilities to the communities of Merseyside whilst recognising the unprecedented financial constraints faced by the Authority