

COLLECTIVE AGREEMENT BETWEEN WEST MIDLANDS FIRE SERVICE AND THE FIRE BRIGADES UNION:

INDUSTRIAL RELATIONS PROCEDURES

This document is a collective agreement between West Midlands Fire Service / West Midlands Fire Authority and the Fire Brigades Union.

While this agreement resolves one of the key issues in the trade dispute registered on 11 April 2018 it is recognised that there are some issues still outstanding, and therefore this agreement does not resolve the trade dispute in its entirety. It is recognised as a significant contribution to an overall resolution.

The elements of this agreement may be incorporated into WMFS policy documents. In any event, in cases of conflict between this agreement and any Service or Authority policy the elements of this agreement will have primacy.

1. CORE PRINCIPLES

Object and scope

The object of this framework is to establish procedures for negotiation and joint consultation between WMFRA and the trade union representatives of those employees covered by the National Joint Council for Local Authority Fire and Rescue Services (NJC) in order to establish relationships and interactions that seek joint solutions and resolve differences. All such employees are covered by the collective agreements reached in accordance with these procedures.

WMFS recognises and encourages trade union membership, both for collective bargaining and to ensure that employees have access to assistance should they encounter difficulties. Accordingly, WMFS will facilitate access for the Fire Brigades Union to new entrants in works time on the first day of employment.

WMFS recognises that as an independent trade union the role and function of the FBU is to enhance and promote the terms and conditions of its members and promote and enhance the service delivery to the public, including and centred upon firefighter and public safety. WMFS recognises that the FBU approach to industrial relations is to seek joint or common interest but where that is not possible that its role is not to promote or support the objectives of WMFS, notably its IRMP or other strategic plans.

Principles

The principles for Industrial Relations in West Midlands will follow those agreed by the National Joint Council for Local Authority Fire and Rescue Services and provided as appendices 1 and 2.

2. DEFINITIONS

Employees and employers need to exchange information, views and ideas, discuss problems, consider solutions and look at future developments, but there are differences in the ways this is done, differences between communications, consultation and negotiation through collective bargaining.

Communications is the giving and receiving of information through discussion and instructions. It includes all the information, the channels and the ways it is passed along.

Consultation goes beyond communication and involves managers actively seeking and then taking account of, the views of the employees' representatives before making a decision. Consultation does not remove the right of the employer to manage and make the final decision. However, it obliges them to seek acceptable solutions to problems through a genuine exchange of views and information.

Negotiation is the process by which employers and Trade Unions representatives seek to reach agreement through collective bargaining.

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

Collective bargaining is the process by which the Service and recognised Trade Union seek to reach agreement on issues such as pay and terms and conditions of employment.

In consultation the responsibility for decision making remains with the Service, however, the employer will give genuine and thoughtful consideration to the FBU's views when consulting and will give clear feedback on those decisions and the rationale behind them.

In collective bargaining both the employer and the FBU take responsibility for fulfilling the bargain.

Managers are aware of the need to consult and negotiate and this will be undertaken in a timely way providing appropriate information for the purpose. FBU-representatives are aware of the need to respond in a timely way and provide relevant information to support their response.

3 PARTIES INVOLVED

WMFS will negotiate or consult with the Fire Brigades Union on all matters which affect its members.

WMFS will discuss with the Fire Brigades Union on all matters which relate to those managerial grades/ roles which its members can be reasonably expected to aspire to hold.

WMFS will not negotiate on matters with trade unions or representative bodies who are not recognised by the Service or are not representatives of the constituent workforce affected. Representatives of non-affected trade union will not be invited or otherwise attend meetings where such matters are under discussion unless the invite is agreed by all parties.

As a normal managerial function the FBU recognise that WMFS managers will engage with staff on various matters.

However, WMFS will not consult or negotiate directly with the workforce, other than where:

- it is required to do so e.g. in cases of TUPE/redundancy
- it is jointly agreed as appropriate for specific issues

The FBU recognises that WMFS may consult with whomsoever it chooses. In turn WMFS recognises that consultation and negotiation in the context of industrial relations is a matter between independent trade unions and an employer. Accordingly, no other parties or interest groups will be invited by either party into meetings or forums where the main or sole business is for the purpose of conducting industrial relations without prior agreement of the other party.

The Service will engage with Regional FBU representatives where there is a vacancy at local level and no local representative has been appointed (with the agreement of the FBU).

3.1 Fire Authority Members

The Fire Authority (FA) members are elected members from WMFS constituent councils and therefore from the local communities we serve. The FA members will select representatives to attend The Joint Consultative Panel (JCP). The JCP provides a forum for the Authority, as the employers, and the FBU to discuss issues. Many of the issues discussed relate to creating a culture that both recognises and values the diversity of individual employees in delivering an inclusive service to the community. In addition, the panel endeavours to ensure that all employees, irrespective of the roles they undertake, are treated with respect and dignity to enable them to reach their full potential.

3.2 WMFS

WMFS will ensure that managers are committed to the principles outlined in this Collective Agreement and take a positive lead on the implementation of this Industrial Relations agreement. The lead manager is responsible for making sure that the Employee Relations Framework is put into practice, properly maintained, regularly reviewed and that the chains of communication and methods of consultation are clearly understood. The lead manager or their delegated representative will therefore chair the Joint WMFS/FBU forum.

Where appropriate and where previously notified to the FBU, WMFS may delegate to authorised management representatives who individually and collectively may meet with the FBU to promote, develop and sustain productive and transparent policies and activities related to specific delegated issues. Such management representatives will ensure that the agreed consultation and negotiation process is followed by all concerned.

WMFS will ensure that such management representatives understand their responsibilities in respect of the Industrial Relations agreement and ensure that any queries or uncertainty is raised with the lead manager or their delegated representative.

3.3 FBU Officials/Representatives

WMFS fully recognises that FBU officials need information to bargain effectively and that the FBU as a recognised trade union of the Service has legal rights to information for collective bargaining purposes. WMFS also recognise that FBU officials/representatives also need time off and facilities to enable good communication with their members.

At fire service level, the FBU has officials and representatives. For the purposes of this agreement, FBU officials are defined as Brigade Secretary, Brigade Chair and Brigade Organiser. FBU representatives are defined as the other representatives on the brigade committee.

4 INFORMATION AND COMMUNICATION

4.1 Information for collective bargaining (negotiation or consultation)

The Trade Union and Labour Relations (Consolidation) Act 1992, Sections 181 and 182, imposes a duty on WMFS, as an employer which recognises a trade union, to disclose information requested by a Trade Union representative for the purposes of collective bargaining.

As part of information to support collective bargaining, WMFS will commit to providing information for justified and legitimate requests.

The types of information for collective bargaining depend on the subject matter and the issues raised. Information to be provided will be that requested or required by the FBU supplemented by any information identified by WMFS as being relevant or helpful. The type of matter which shall form the basis of collective bargaining between WMFS and the FBU shall include:

- pay and benefits;
- attending formal meetings in connection with the occupational pension scheme(s)
- conditions of service;
- workforce planning;
- the number of employees and future recruitment plans;
- organisation of work in the workplace;
- performance;
- finance.

It is recognised that if the FBU believes that WMFS has failed in its duty to provide information, it can complain to the Central Arbitration Committee (CAC). The CAC is an independent body adjudicating on applications relating to the recognition and de-recognition of Trade Unions.

4.2 Consultation and negotiation

FBU welcomes WMFS assurance that it will ensure managers are trained and will jointly participate in training and awareness of responsibilities.

WMFS will ensure that managers are aware of their responsibilities and will receive training in relation to consultation and negotiation.

Managers will contact a member of the People Support Services team prior to commencing consultation or negotiations with the FBU, to provide the necessary advice and guidance to ensure consistency of approach in line with this agreement.

4.2.1 Consultation

The purpose of consultation between WMFS and the FBU is to reach agreement in a respectful, transparent and timely manner with recognition of common interests.

Consultation will start at the earliest opportunity, involving FBU representatives in the development of new projects or policies or in the consideration of changes, and before any final decision is made.

Consultation is a two way process and the WMFS will consider proposals that have been put forward by FBU representatives, in a timely way. If there are times when the WMFS is unable to agree, the reasons will be clearly stated. Both parties shall work jointly to resolve issues identified through the course of consultation. However, in consultation WMFS can lawfully implement the notified changes even if agreement from the FBU has not been reached but all consultation responses must be responded to and all reasonable dialogue between the parties, and consideration of any referral to external assistance should be exhausted.

Both sides recognise that consultation is a dialogue. It is not simply a process of a proposal being made, views being sought and those views being responded to. It is the responsibility of both sides for this dialogue to be constructive.

4.2.2 Negotiation

Negotiation should be used for matters subject to collective agreement between the WMFS and the FBU. The objective is to resolve issues jointly. Purely individual issues will be dealt with through the grievance procedure

4.2.3 Confidentiality

Members of the consultation or negotiation group will respect the confidential aspects of this information and will not share it inappropriately. The same provisions shall apply in respect of information provided to WMFS by the FBU.

Both parties recognise the current provisions of the Data Protection Act 2018 and future amendments as appropriate, as protecting the confidentiality and accuracy of any records in respect of private information and that it is not a barrier to appropriate exchange of information for the purposes of conducting legitimate business activity.

4.2.4 Timescales

All consultations and negotiations will have an appropriate timescale agreed at the beginning and to which all parties agree to adhere. This time line will only be amended by the agreement of all parties. Requests to amend the timeline should be evidence based, but not unreasonably refused. Consultation or negotiations will end when there is agreement or when the issues not agreed have been reasonably discussed, working

towards reaching an agreement, within the agreed timeframe, with joint commitment to resolve from both parties.

4.2.5 Collective bargaining

Collective bargaining is the process by which WMFS and the FBU seek to reach agreement on issues under negotiation. In consultation the responsibility for decision making remains with the employer, however, WMFS will give genuine and meaningful consideration to the views of the FBU when considering consultation and will seek to reach agreement. In collective bargaining both the employer and the FBU take responsibility for fulfilling the bargain.

WMFS and the FBU will ensure that the other has the requisite information they need to address any issue. Additionally, each party will give early notification to the other party that an issue has arisen, and extensions to the time frame may be required. Both parties will continue to maintain a continuous informal dialogue and exchange of information on the relevant issues. Whilst a difference remains and reasonable discussions/resolutions are ongoing and/or third party assistance is being sought, neither side will seek to take industrial action, nor introduce change.

WMFS is committed to collective bargaining and understands its responsibilities under Section 145(B) of TULRCA 1992.

4.2.6 External Assistance

In accordance with the NJC agreements if one party wishes to seek third party assistance it must seek the agreement of the other parties, but no party should unreasonably refuse such a request. Prior to referral to external assistance internal processes should be fully explored and completed. However, if both/all parties believe the engagement of external assistance would assist to reach a resolution this should be considered.

4.2.7 Joint working parties (JWP)

Joint working parties (JWP) are ad hoc arrangements, set up to consider specific issues and identify appropriate actions to resolve, for example, attendance rates. These meetings support the Service in its engagement through communication, discussion and consultation. The emphasis is on managers and FBU representatives working together to understand issues and overcome common problems in a non-confrontational way. However, they are not decision making forums. Once the issue has been considered recommendations can be made to the joint WMFS/FBU forum.

The size and make-up of the JWP depends on the subject to be discussed, but it is important to keep the meetings small, so that everyone can be fully involved in the discussions and have a representative cross section of the groups directly concerned with the issue, reflecting the Services core values. Sometimes an independent facilitator may be invited to attend to help the parties work together more productively.

4.2.8 Stakeholder meetings

On certain matters both sides can jointly agree that there is value in stakeholder meetings. Stakeholder meetings can be set up as a discussion forum to discuss specific issues or to

encourage the sharing of ideas on Service-wide issues. These are not decision-making forums and will not be a substitute for the consultation/negotiation processes.

4.2.9 Informal meetings

These can be held between managers and FBU representatives, to discuss local issues as they arise. An informal meeting can take place as and when needed at section or station level so that FBU representatives have a facility to raise matters. Managers or employees with knowledge of particular issues may be invited to attend if necessary. It is important that the issues from these meetings, though informal, are followed through and communicated to the necessary bodies, and referred to the joint WMFS/FBU forum.

4.2.10 Joint WMFS/FBU forum

The joint WMFS/FBU forum is the formal consultative and negotiating meeting in the Service for matters involving industrial relations. It is where new initiatives or amendments to current practices are consulted on and outcomes shared and formally recorded. The role of the joint WMFS/FBU forum is to sign off information and decisions that have been discussed previously within the Service's consultative mechanisms.

It is recognised that appropriate matters discussed at the JHSC and the WMFS/FBU Forum need to be reported to the other respective committee.

Prior to a matter being formally agreed at the WMFS/FBU forum the Risk Impact Assessment should be completed and shared with the FBU for information. A negotiable matter which is not agreed, or a consultative matter which is the subject of disagreement at the WMFS/FBU forum will not be pursued via the health and safety committee unless jointly agreed with the FBU.

Relationship between the WMFS/FBU forum and the JHSC

Once a matter has been formally agreed at the joint WMFS/FBU forum, it will be reviewed at the Health and Safety Committee within an appropriate, reasonable and jointly agreed pre-determined schedule for full consultation including ensuring that the RIA remains current, up to date and fit for purpose. The Health and Safety Committee Chair will be responsible for ensuring that activities are reviewed and considerations addressed. It should then be passed to the JHSC for health and safety considerations to be addressed.

Any new initiative or proposed change to current practise must be consulted through this forum and the business case must include Equality Impact Assessment and Risk Impact Assessment.

The WMFS/FBU Forum is chaired by the lead manager or nominated representative and the management side is made up of representatives of SET and a member of the People Support Services team to act as the IR advisor to the Chair/Forum. FBU representatives, may seek agreement from the Forum and may invite advisors as and when necessary to support the consultative machinery. The forum shall meet formally every month. The constitution, which has been negotiated with a view to reaching an agreement with the FBU, lays down the rules and procedures that govern the forum.

4.2.11 Failure to Agree

Both parties agree that the current locally agreed arrangements will continue to apply.

4.2.12 Joint Consultative Panel (JCP)

The Joint Consultative Panel (JCP) is the highest consultative body within the Service.

The elected member group of JCP acts as the review body for matters referred to it from the joint WMFS/FBU forum and considers and makes recommendations to the Authority or Service on these matters. The Terms of Reference for this meeting can be reviewed at Appendix 3 of this document

In the event of the JCP being unable to conclude an agreement within this framework, any party may propose that it be referred for conciliation, mediation or arbitration.

If one party wishes to seek third party assistance, in accordance with the NJC agreements, it must seek the agreement of the other parties, but no party should unreasonably refuse such as request. Prior to referral to external assistance internal processes should be fully explored and completed. All parties agree not to unreasonably refuse a request from another party to the question for third party conciliation.

4.2.13 Management briefings

These are intended as information giving sessions to the Service's managers by SET. The FBU has an open invite to all management briefings.

4.2.14 FBU meetings

The FBU may arrange meetings with its members to share information to support and enhance the consultation and negotiation process. Aligned to this WMFS shall assist in ensuring that these meetings can take place.

5 FACILITIES FOR FBU REPRESENTATIVES

Both parties recognise the value of the Service's employees being trade union members and the positive role of trade union activities which make membership of a trade union meaningful. Both parties acknowledge the impact of a duty system and that the nature of the work of the Service is such that its employees are not released from work whilst on duty for their meal and other breaks.

Both parties recognise the minimum arrangements afforded by the relevant legislation and guidance in respect of time off for trade union duties and activities. Both parties recognise the necessity for trade union engagement in matters of negotiation and consultation.

Both parties recognise the importance of trade union duties and activities. WMFS commits to ensure that there are sufficient personnel available to allow the release of FBU officials and representatives to carry out trade union duties and reasonable release with prior agreement for trade union activities.

The FBU will jointly participate in an assessment of forecasted facilities time based on, but not confined to, the list below:

- Time for on-duty FBU members to attend FBU meetings at their workplace; and
- Reasonable paid time off for
 - FBU representatives to meet with FBU members at their workplace
 - FBU representatives to attend meetings at local, regional and national level
 - FBU representatives to attend FBU national conferences
 - FBU representatives to attend FBU training events
 - FBU representatives to meet with regional and/or national FBU officials

This shall be in addition to paid time off to carry out trade union duties.

6 OFFICIALS

6.1 Misconduct of Officials

If disciplinary action is considered against FBU representatives, the case should be discussed, after obtaining the employee's agreement, with a senior trade union representative or permanent union official at the earliest opportunity and before any management decisions are made.

6.2 Time off for FBU duties

FBU duties are those related to consultation, negotiations or the performance of functions, for example, to prepare for negotiations, inform members of progress, explain outcomes to members, to prepare for meetings with WMFS.

It is recognised that FBU officials need to consult with their members before and after meetings with management.

FBU officials can take reasonable paid time off for duties dealing with negotiations, or for other duties connected with the Service, such as:

- terms and conditions of employment or physical work conditions, for example, pay, working hours, training needs, equality and diversity;
- engagement or non-engagement, the termination or suspension of employment or duties, of one or more workers, for example, redundancy;
- allocation of work or duties, for example, job evaluation, flexible working;
- discipline or grievance matters, for example, representing members at hearings, acting as a witness;
- FBU membership, for example, induction of new workers;
- negotiation and consultation procedures, for example, joint consultation, communicating with members or other FBU officials, collective bargaining;
- attendance at meetings arranged by management, for example, joint WMFS/FBU forum, working parties, joint health and safety committee including side meetings;

- attend committees, or meetings agreed by employer and The FBU. These may include meetings that are outside of the Service; and
- Consultation on facilities for the FBU and specifically accommodation, equipment and names of new employees to the organisation but excludes consultation on facilities for time off for FBU Officials.

6.3 Time off for FBU training

FBU officials will be given, paid time off to attend training that is necessary for their FBU duties and role as union officials. Examples of the type of training that may be required are: employment relations; collective bargaining; representation and negotiation skills; equality and diversity and legislative change (this is not an exhaustive list). The training must be approved by the Trades Union Congress (TUC) or the FBU.

6.4 Facilities and time off for FBU members

The activities of an FBU member can be, for example:

- attending workplace meetings to discuss and vote on the outcome of negotiations with the employer;
- meeting FBU officials to discuss issues relevant to the workplace;
- voting in FBU elections; and
- Having access to services provided by a Union Learning representative.

6.5 Union learning representatives

Union learning representatives are entitled to reasonable time off to carry out the following duties:

- analysing learning or training needs;
- providing information and advice about learning or training matters;
- arranging learning or training;
- promoting the value of learning or training;
- consulting management about undertaking such activities;
- preparation to carry out the activities; and
- undergoing relevant training.

Union learning representatives must be sufficiently trained in order to qualify for paid time off. Training should commence when the FBU gives notice in writing to management that they are to become a learning representative. Other than where there are extenuating circumstances, training should be completed within six months of that date. The FBU shall provide appropriate details of completed training; any previous training will be taken into account.

Reasonable time off is considered for further training to help Union learning representatives develop their skills and competencies.

.6.6 Health and safety representatives

The Service will provide reasonable time off that is necessary with pay to health and safety representatives undertaking health and safety duties in accordance with the safety representatives and Safety Committees Regulations and provide necessary facilities and assistance in undertaking their duties. Time off must be requested by the relevant FBU official via line management. Training of FBU safety representatives must be approved by the Trades Union Congress or the FBU.

It is recognised by the Service that health and safety representatives will, from time to time, conduct duties on their days off. In this case, the health and safety representative will receive either the appropriate paid overtime or time off in lieu.

These matters will be expanded upon in the Collective Agreement in respect of Health and Safety arrangements.

6.7 Disciplinary and grievance process and hearings

FBU officials are statutorily entitled to take a reasonable amount of paid time off to prepare and accompany an employee at a disciplinary or grievance hearing, as long as they have been authorised by the FBU as being capable of acting as an employee's companion.

The right to time off extends to the employee's representative whether they belong to the FBU or not. However, the worker being accompanied should normally be employed by the Service. Occasionally, Service, regional or sectional officials have a duty to represent people in other Fire Authorities. The Service recognises that this is a reciprocal arrangement with other Services and will give consideration to appropriate arrangements for these occasions.

6.8 Notification of officials

Unless there are exceptional circumstances, within 7 days of the change, a senior official from the FBU (from within the Service or the FBU region or national union) will inform the People Support Services Manager, in writing, as soon as possible of appointments or resignations of FBU officials. They should also give details of any special duties that the official undertakes, which includes national, regional, sectional, Brigade, borough and branch duties and others as required, such as environmental.

The FBU should make sure that officials are aware of their role, responsibilities and duties, that they hold the correct written credentials and receive necessary training promptly.

It is the role of the unions to inform People Support Services and managers when their employees become elected officials, so they know that time off should be considered when requested.

6.9 Physical facilities

It is important that facilities are available to FBU representatives to help them carry out their duties and deal with local issues. The Service endeavour to provide the facilities necessary for officials to perform their duties efficiently and communicate effectively.

Where resources permit, these facilities will include:

- office accommodation for full time officials;
- access to and reasonable use of a telephone and other office equipment;
- the use of notice boards; and
- reasonable use of e-mail and intranet.
- reasonable accommodation to hold consultation meetings with members

The FBU can provide their own communications and copying facilities where requested, this has to be compatible with current technical systems in place.

The Service reserves the right to monitor levels of usage and will review annually to determine if any changes need to be proposed.

6.10 Commitments of officials

It is recognised that, on occasions, FBU officials will be required to attend area, regional, national, sectional or organisational meetings. Requests to attend such meetings will be duly considered with a view to acceding to all reasonable requests.

WMFS will identify the representative's relevant manager responsible for the day to day line management of full time officials for example sickness reporting, annual leave requests, continuous professional development, appraisal and competency training for their respective jobs.

Facilities time afforded to a full time/part time official will be subject to review. Once full time Officials duties have ceased the employee will be redeployed following appropriate discussion with the individual.




Signed:

Name	Phil Loach	Name	Andy Dark
Role	Chief Fire Officer	Role	Assistant General Secretary
Organisation	West Midlands Fire Service	Organisation	Fire Brigades Union
Date	21/9/18	Date	21/9/18

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 Organisation
- 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 representatives 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
- 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.

C - LOCAL CONSULTATION AND NEGOTIATION

MODEL CONSULTATION AND NEGOTIATION PROCEDURES

Context

These procedures are intended to establish relationships and interactions that promote joint solution seeking to resolve differences between management and recognised trade unions that may arise from time to time.

CONSULTATION PROCEDURE

1. This procedure shall be used for matters that do not require collective agreement and should cover at least those issues described in the European Union Information and Consultation Directive and the arrangements for consultation should as a minimum follow the United Kingdom Regulations fall-back provisions.

Commencement

2. Consultation shall commence at the earliest opportunity and shall take place prior to final decisions having been taken. As far as practicable, all relevant, nonconfidential, information will be made available to the recognised trade unions to enable meaningful consultation to take place.
3. Consultation will take place at the level in the organisation affected by the issues in question. Matters of a corporate nature will be dealt with corporately.

Purpose

4. Consultation between the fire and rescue authority and recognised trade unions shall be conducted with a view to reaching agreement. To this end the authority shall give consideration to all issues raised with them and will give reasons when it is unable to agree to any proposals put forward by the recognised trade unions.
5. The parties shall work jointly to resolve issues identified in the course of consultation and ensure that consultation is carried out effectively.

Conclusion

6. Consultation will be concluded at the point either when there is agreement or when the issues not agreed have been fully responded to. All parties agree to adhere to any prearranged timetable for completion of discussions.

Third party assistance

7. Where one party considers that external assistance may be beneficial it may seek the agreement of all other parties to this approach. No party would unreasonably refuse a request.

NEGOTIATION PROCEDURE

1. This procedure shall be used for all matters that are the subject of collective negotiation and agreement between the fire and rescue authority and recognised trade unions. The objective of the procedure is to resolve issues jointly. Individual issues should be dealt with through the grievance procedure.

Application

2. Issues shall be dealt with at the appropriate level but issues of a corporate nature should be dealt with at the corporate level in the first instance.
3. Any issue should be able to be pursued to a corporate level for resolution.
4. All parties should have the requisite information needed to deal with any issue.
5. All parties will use their best endeavours to ensure compliance with the timetables set out in the procedure unless otherwise jointly agreed.
6. Notwithstanding these formal procedures each party should give early notification to the other party that an issue has arisen and maintain a continuous informal dialogue and exchange of information on relevant issues.
7. External assistance may be used to facilitate the negotiating process where the parties agree that this would be helpful.

Stage 1

8. Other than for issues that arise initially at corporate level, the fire authority and/or recognised trade unions shall notify the other party of an issue that has arisen which falls within the purview of this procedure.
9. Where requested a meeting shall be arranged within ten working days to deal with the issue(s). As far as practicable any supporting information will be made available to all parties prior to the meeting taking place.
10. If no solution is found within ten working days the parties shall decide whether or not to continue discussion at this stage, refer to the next stage or end the discussion. Any party may refer the matter under negotiation to the next stage.

Stage 2

11. The fire and rescue authority and/or recognised trade unions shall notify the other parties of an issue of a corporate nature which comes within the purview of this procedure or which has been referred from a previous stage in this procedure.
12. Where requested, a negotiating meeting at a level appropriate to the issue shall be arranged within ten working days to deal with the issue(s) raised. As far as practicable all parties will be provided with relevant information prior to the meeting taking place.
13. If no solution is found within ten working days of the meeting the parties shall decide whether or not to continue or conclude the discussion.
14. Where one party considers that external assistance may assist in resolving an issue at corporate level it may request the agreement of the other parties to this approach, and no party will unreasonably withhold agreement to such a request. Such a request shall be made within five working days of completion of discussion at the corporate stage.
15. In such circumstances the parties may jointly agree to refer the issue to:
 - (1) the NJC Joint Secretaries; and/or
 - (2) ACAS; and/or
 - (3) the NJC Resolution Advisory Panel (which shall comprise an Independent Chair and the Joint Secretaries)to assist the parties further with their negotiations.
16. The above should be completed within twenty working days of the request for external assistance being made.

Arbitration

17. If a difference remains unresolved, subject to agreement of the parties and agreed terms of reference, an issue may be referred to ACAS (in Northern Ireland, the Labour Relations Agency) for settlement by arbitration.

General

18. While an issue is subject to discussion/resolution under this negotiating procedure neither side will seek to take any collective action or introduce change.
19. Any difference over the application of paragraph 18 will be resolved by reference to the Independent Chair of the Resolution Advisory Panel. Submissions and the decision will be by correspondence and will be completed within ten working days of the reference being made.

West Midlands Joint Consultative Panel

Terms of Reference

The Panel shall be called the 'West Midlands Fire Service Joint Consultative Panel' (JCP)

1. REPRESENTATION

The Panel shall comprise of elected members of the West Midlands Fire and Rescue Authority and recognised elected officials of the Trade Unions/Representative Bodies as follows:

JCP

5 employers and

5 on the employee side.

As the largest representative trade union by far, the FBU contingent shall form the majority party on the employees' side.

All elected (fire authority) members shall retire annually and shall be eligible for re-appointment.

The attendance of additional persons by invitation in an advisory capacity only shall be permitted provided that prior agreement is obtained from both sides represented on the Panel.

If a member of the Panel ceases to be a member or an employee of the Service he or she shall immediately cease to be a member of the Panel. Any vacancy amongst the employers shall be filled by the Authority. Any vacancy amongst the employees shall be filled by the employee organisation concerned.

2. MEETINGS OF THE PANEL

The Clerk or their representative shall act as secretary to the Panel and be responsible for issuing the calling notices for all meetings and the minutes.

The Clerk shall liaise with the representative from People Support Services on the compilation of the agenda. The People Support Services Manager will consult with the Employees representatives or their representative with regard to the business to be raised.

3. CHAIR

The Chair and Vice Chair of the JCP meeting will be appointed by the Authority. In the absence of the Chair and Vice Chair, a Chair for the Meeting shall be elected by the Employers from amongst the elected members.

4. OFFICERS

The Clerk, Treasurer and Chief Fire Officer shall be entitled to attend all meetings of the Panel and shall be allowed to nominate any officers to attend as may be appropriate to the business to be discussed.

5. FUNCTIONS

The functions of the Panel shall be:

To establish regular methods of consultation between the Authority and its employees and to consider and make recommendations to the Authority or the Chief Fire Officer as appropriate on any problems which may arise.

To consider, and elected members of the panel to make, recommendations to the Authority or the Chief Fire Officer, as appropriate, on any relevant matter referred to it by the Service or by the relevant employee organisations.

To consider, and elected members of the panel to make, recommendations to the Authority or the Chief Fire Officer, as appropriate, on the application of the terms and conditions of service for employees.

To consider, and elected members of the panel to make, recommendations to the Authority or the Chief Fire Officer, as appropriate, on matters referred to it by the Joint Consultative Committee, including failure to consult and failure to agree as defined in the constitution of the joint WMFS/FBU committee for industrial relations..

To discharge such other functions as are specifically assigned to it.

In appropriate circumstances, to refer any question coming before it to the National Joint Council for consideration and advice where such action is deemed advisable; to inform the National Joint Council or any other appropriate body concerned of any recommendations of the Panel which appear to be of more than local interest provided that any such action shall be by way of a recommendation to the Authority or the Chief Fire Officer, as appropriate, Prior to its submission.

The panel shall operate within approved Authority policy and in accordance with the overall aims and objectives of the Authority, including the Employee Relations Framework, NJC Protocol for good industrial relations and elected members code of conduct. The Panel shall not take any action inconsistent with the decisions of any national or regional negotiating body or committee dealing with conditions or service of employees of the Authority.

6. RULES AND REGULATIONS

That the Joint Consultative Panel (JCP) agenda items are reviewed by the Chair of the Joint Consultative Panel in consultation with the SET Member, People or their representative prior to finalising the agenda.

That the Elected Member group of the Joint Consultative Panel (JCP), after due consideration, make recommendations back to the Service or the Fire Authority as appropriate.

Provision for four Panel meetings per year shall be made by the Authority. Special meetings shall only be called with the prior approval of the Chair and Vice-Chair and the lead representative of the employee organisation(s) involved.

The matters to be discussed at any meeting of the Panel shall be included in the agenda for the meeting. No other matters shall be raised.

The quorum of the Panel shall be one third of the total number of representatives appointed by each side subject to each Trade Union/Representative Body, that has locally appointed representatives, being represented, however, where the Panel is considering business

relating specifically to one Trade Union/Representative Body, the quorum of the employees' side shall be one third of the total number of representatives appointed by each side, with no requirement for each Trade Union/ Representative Body to be represented, provided that the relevant Trade Union/ Representative Body is represented.

In the event of:

- (a) The Panel being unable to arrive at an agreement; or
- (b) The Authority or the Chief Fire Officer, as appropriate, disagreeing with the recommendations of the Panel;

The matters in dispute shall be referred to:

- (a) The National Joint Council Joint Secretaries and/or
- (b) ACAS and/or
- (c) The National Joint Council Technical Advisory Panel

The panel is a discussion forum with a view to reaching a consensus. It will support and govern the principles set down in the 'Working Together' A Joint Protocol for Good Industrial Relations in the Fire and Rescue Service document.

All sides to the Panel accept that agreements, reached by them shall be binding in honour only, all parties expressly agreeing that joint decisions as to recommendations are not intended to constitute legally enforceable agreements between them until such recommendations are approved by the Authority or Chief Fire Officer as appropriate.

All parties agree, nevertheless, to use their best endeavours to ensure that the spirit and intention of the agreements on recommendations reached at meetings of the Panel are honoured at all times.

The notes of the Panel shall be submitted to the Authority.