

**Meeting: Combined Fire Authority****Date: 9<sup>th</sup> December 2015****Subject: The Fire Brigades Union Facilities Agreement****Report by: Chief Fire and Rescue Officer****Author: Richard Chandler****For: Decision****1. Purpose**

To update members on the Fire Brigades Union (FBU) Facilities Agreement and seek approval to negotiate a new arrangement within certain parameters.

**2. Recommendations**

The CFA is asked to:

- a) Note the current position with the FBU Facilities Agreement.
- b) Agree to the need to negotiate a new arrangement and;
- c) Delegate to the Chief Fire and Rescue Officer the decision on the final terms in line with paragraph 4.6.

**3. Executive Summary**

The current Fire Brigades Union Facilities Agreement has now expired and the Fire Brigade Union (FBU) has requested to negotiate a new arrangement. This report seeks an in principle endorsement for the commencement of these negotiations and the delegation to the Chief Fire and Rescue Officer of the agreement of the final terms by the end of December 2015.

**4. Report Detail**

- 4.1. In June 2014 the Combined Fire Authority (CFA) agreed the terms of a new FBU Facilities Agreement until the end of March 2015. A further extension was approved until the Autumn of this year, to allow for a joint review of the arrangement. The FBU have indicated they would like to renegotiate the existing agreement to one similar to that in Nottinghamshire Fire and Rescue Service.
- 4.2. The service has a long standing principle of supporting the Trades Unions or Representative (Rep) Bodies in order to deliver good employee and industrial relations. This is achieved through Staff Consultation Forum (SCF), Health and Safety Committee and the provision of reasonable time off and trade union leave.

- 4.3. The CFA previously acknowledged the challenges we are now facing, requiring a greater level and depth of consultation with Rep Bodies on policies, procedures, redundancies and organisational change. The FBU also have 2 seats on the Local Firefighters Pension Board. In addition Union members are expecting support on one to one issues and matters such as redundancy handling. This has placed pressure on the FBU and hence the CFA approved a temporary Facilities Agreement providing paid time off from work for two senior officials (the Chair and Secretary) for 21 hours per week each. This equates to half of the working week for Operational Personnel. The activities are listed in the Facilities Agreement.
- 4.4. In addition to reasonable time off, we provide Trade Union leave of up to 30 days in total for official business such as training and conferences.
- 4.5. At SCF in September 2015 the FBU presented their review of the current Facilities Agreement along with a request to review and enhance the current Trade Union leave policy as part of a new agreement, along the lines of the Nottinghamshire Fire and Rescue Service. This has only just been received so the Executive Advisory Board will need to review and respond in due course.
- 4.6. It is therefore proposed to enter into a further Facilities Agreement with the FBU in order to support good industrial relations for a period of 2 years, with a suitable notice clause for either party to review the terms. If an agreement cannot be reached then the matter will be referred to the CFA. As part of the agreement one official will be given 21 hours per week facilities time and other time will be allocated to other Branch Officials in line with the new agreement, but it will equate to no more than the current Trade Union leave cap of 30 days per annum.

## **5. Report Implications / Impact**

### **5.1. *Legal (including crime and disorder)***

- a) The service formally recognises the Rep Bodies for consultation and bargaining purposes, at both a national and local level.
- b) Trade union officials are allowed 'reasonable' time off, with pay, to undertake their duties (s 168 (1), TULRCA 1992). These are generally matters of industrial and employee relations and the amount of time given has to be reasonable and can be outside and within the working day, subject to the consent of the employer.
- c) In addition the ACAS Code of Practice on Time Off gives some indication of the duties for which time off should be granted.
- d) In addition TULRCA allows for reasonable time off for Union Learning representatives and a Union Health and Safety representative has a right to reasonable time off to perform his or her function.
- e) When a Union is recognised, the main rights accruing relate to consultation and the provision of information for matters such as collective bargaining on terms

and condition, redundancy and TUPE.

5.2. ***Financial (including value for money, benefits and efficiencies)***

- a) The service will incur an addition cost of temp promoting a part time Watch Manager and some additional time off in lieu (TOIL), for FBU officials undertaking prescribed duties.

5.3. ***Risk (including corporate and operational, health and safety and any impact on the continuity of service delivery)***

- a) The risk of a worsening industrial and employee relations climate, due to a lack of effective representation, is a possibility, unless support is offered to officials.

5.4. ***Staff, Service Users and Stakeholders (including the Equality Impact Assessment)***

- a) The benefit to staff of effective trade union reps is not only good representation but reassurance that on important matters, such as potential redundancies, they will be consulted properly. This will give confidence regarding the fairness of process and any proposals.
- b) In addition the 'check and challenge' of Rep Bodies when seeking to reach an agreement often leads to a better outcome and management flexing their proposal in a positive way. This again assists with the wellbeing of the work force.

5.5. ***Environmental***

None

5.6. ***Impact upon Our Plan Objectives***

Efficiency and provision of a value for money service.

6. **Background Papers**

NJC/08/07 Joint Protocol on Industrial Relations

CFA Reports June 2014 and April 2015

FBU Future Trade Union Facilities Time Arrangement, 4<sup>th</sup> September 2015

Facilities Agreement

7. **Appendices**

None.