

**M. Pearson  
CLERK TO THE AUTHORITY**

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**To: The Chair and Members of the  
Human Resources Management &  
Development Committee  
(see below)**

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**HUMAN RESOURCES MANAGEMENT AND DEVELOPMENT COMMITTEE**  
(Devon and Somerset Fire and Rescue Authority)

**Friday 17 June 2011**

A meeting of the Human Resources Management and Development Committee will be held on the above date, **commencing at 10.00hours in Conference Room B in Somerset House, Service Headquarters** to consider the following matters.

M. Pearson  
Clerk to the Authority

**AGENDA**

1. **Election of Chair**
2. **Apologies**
3. **Minutes** of the meeting held on 11 April 2011 attached (Page 1).
4. **Items Requiring Urgent Attention**

Items which, in the opinion of the Chair, should be considered at the meeting as matters of urgency.

5. **Declarations of Interest**

Members are asked to consider whether they have any **personal/personal and prejudicial interests** in items as set out on the agenda for this meeting and declare any such interests at this time. *Please refer to the Note 2 at the end of this agenda for guidance on interests.*

6. **Election of Vice Chair**

## **PART 1 – OPEN COMMITTEE**

### 7. **Overview of Union Recognition Arrangements**

Report of the Director of People and Organisational Development (HRMDC/11/7) attached (page 4)

### 8. **European Focus Group - Update**

An oral update will be given at the meeting by the Chief Fire Officer.

### 9. **Absence Management**

Report of the Director of People and Organisational Development (HRMDC/11/8) attached (page 19)

### 10. **Determination of Membership of the Firefighters' Pension Scheme Internal Dispute Resolution Procedure Stage 2 Panel**

To appoint 3 members of the Committee to serve on the Panel. (Membership of this Committee in 2010/11 was Councillors Bown, Boyd and Manning).

The Committee is **RECOMMENDED** to appoint (from amongst its membership) 3 members to serve on the Panel until the first meeting of the Committee following the Annual Meeting of the Authority in 2012.

### 11. **Exclusion of the Press and Public**

**RECOMMENDATION** that, in accordance with Section 100A(4) of the Local Government Act 1972, the press and public be excluded from the meeting for the following item of business on the grounds that it will involve the likely disclosure of exempt information as defined in Paragraph 4 of Part 1 of Schedule 12A of the Local Government Act 1972, namely information relating to consultations on labour relations matters between the Authority and its employees.

## **PART 2 – ITEMS WHICH MAY BE TAKEN IN THE ABSENCE OF THE PRESS AND PUBLIC**

### 12. **Emerging Industrial Relations Committee (IRC) Issues**

Oral update at the meeting by the Assistant Chief Fire Officer ( Director of Service Delivery).

### **MEMBERS ARE REQUESTED TO SIGN THE ATTENDANCE REGISTER**

#### **Membership:-**

Councillors Bown, Boyd, Brooksbank, Burrige-Clayton, Cann, Horsfall and Wright

#### **Substitute Members**

Members are reminded that, in accordance with Standing Order 36, the Clerk (or his representative) **MUST** be advised of any substitution prior to the start of the meeting.

## NOTES

### 1. ACCESS TO INFORMATION

Any person wishing to inspect any minutes, reports or lists of background papers relating to any item on this agenda should contact Sam Sharman on the telephone number shown at the top of this agenda.

### 2. DECLARATIONS OF INTERESTS BY MEMBERS

#### ***What Interests do I need to declare in a meeting?***

As a first step you need to declare any personal interests you have in a matter. You will then need to decide if you have a prejudicial interest in a matter.

#### ***What is a personal interest?***

You have a personal interest in a matter if it relates to any interests which you must register, as defined in Paragraph 8(1) of the Code.

You also have a personal interest in any matter likely to affect the well-being or financial position of:-

- (a) you, members of your family, or people with whom you have a close association;
- (b) any person/body who employs/has employed the persons referred to in (a) above, or any firm in which they are a partner or company of which they are a director;
- (c) any person/body in whom the persons referred to in (a) above have a beneficial interest in a class of securities exceeding the nominal value of £25,000; or
- (d) any body of which you are a Member or in a position of general control or management and which:-
  - you have been appointed or nominated to by the Authority; or
  - exercises functions of a public nature (e.g. a constituent authority; a Police Authority); or
  - is directed to charitable purposes; or
  - one of the principal purposes includes the influence of public opinion or policy (including any political party or trade union)

**more** than it would affect **the majority** of other people in the Authority's area.

Anything that could affect the quality of your life (or that of those persons/bodies listed in (b) to (d) above) either positively or negatively, is likely to affect your/their "well being". If you (or any of those persons/bodies listed in (b) to (d) above) have the potential to gain or lose from a matter under consideration – to a **greater extent** than **the majority** of other people in the Authority's area - you should declare a personal interest.

#### ***What do I need to do if I have a personal interest in a matter?***

Where you are aware of, **or ought reasonably to be aware of**, a personal interest in a matter you must declare it when you get to the item headed "Declarations of Interest" on the agenda, or otherwise as soon as the personal interest becomes apparent to you, **UNLESS** the matter relates to or is likely to affect:-

- (a) any other body to which you were appointed or nominated by the Authority; or
- (b) any other body exercising functions of a public nature (e.g. membership of a constituent authority; other Authority such as a Police Authority);

of which you are a Member or in a position of general control or management. In such cases, provided you do not have a prejudicial interest, you need only declare your personal interest if and when you speak on the matter.

#### ***Can I stay in a meeting if I have a personal interest?***

You can still take part in the meeting and vote on the matter unless your personal interest is also a prejudicial interest.

#### ***What is a prejudicial interest?***

Your personal interest will also be a **prejudicial** interest if **all** of the following conditions are met:-

- (a) the matter is not covered by one of the following exemptions to prejudicial interests in relation to the following functions of the Authority:-
  - statutory sick pay (if you are receiving or entitled to this);
  - an allowance, payment or indemnity for members;
  - any ceremonial honour given to members;

- setting council tax or a precept; **AND**
- (b) the matter affects your financial position (or that of any of the persons/bodies as described in Paragraph 8 of the Code) or concerns a regulatory/licensing matter relating to you or any of the persons/bodies as described in Paragraph 8 of the Code); **AND**
- (c) a member of the public who knows the relevant facts would reasonably think your personal interest is so significant that it is likely to prejudice your judgement of the public interest.

***What do I need to do if I have a prejudicial interest?***

If you have a prejudicial interest in a matter being discussed at a meeting, you must declare that you have a prejudicial interest (and the nature of that interest) as soon as it becomes apparent to you. You should then leave the room unless members of the public are allowed to make representations, give evidence or answer questions about the matter by statutory right or otherwise. If that is the case, you can also attend the meeting for that purpose.

You must, however, leave the room **immediately after you have finished speaking (or sooner if the meeting so decides)** and you cannot remain in the public gallery to observe the vote on the matter. Additionally, you must not seek to **improperly influence** a decision in which you have a prejudicial interest.

***What do I do if I require further guidance or clarification on declarations of interest?***

If you feel you may have an interest in a matter that will need to be declared but require further guidance on this, please contact the Clerk to the Authority – preferably before the date of the meeting at which you may need to declare the interest. Similarly, please contact the Clerk if you require guidance/advice on any other aspect of the Code of Conduct.

**HUMAN RESOURCES MANAGEMENT AND DEVELOPMENT COMMITTEE**  
(Devon and Somerset Fire and Rescue Authority)

11 April 2011

Present:-

Councillor Cann (Chairman), Boyd, Healey (vice Bown), Leaves (vice Mrs Nicholson) and Manning

Apologies:-

Councillors Bown, Burridge-Clayton, Mrs. Nicholson and Mrs Turner.

**\*HRMDC/27. Minutes**

**RESOLVED**

- (a) that the Minutes of the public part of the meeting held on 21 January 2011 be signed as a correct record, and;
- (b) that the Minutes of the meeting held in Part 2 (in the absence of the press and public) on 21 January 2011 be signed as a correct record.

**\*HRMDC/28. Declarations of Interest**

Members of the Committee were asked to consider whether they had any personal/personal and prejudicial interests in items as set out on the agenda for this meeting and to declare any such interests at this time.

No interests were declared.

**\*HRMDC/29. Absence Management**

The Committee received for information a report of the Director of People and Organisational Development (HRMDC/11/3) that provided an update in respect of the Service performance for absence levels in 2010/11.

The Human Resources Manager reported that the actual level of absence to February 2011 was 7.38 days/shifts lost per person as compared with the same period in 2009/10 which was 7.22 days per person. Although the Service was on track to meet the target level set, performance was 2.3% down on last year.

The Committee noted that action was being taken to address issues that had been identified, including:

- A presentation had been prepared in respect of dealing with absence and all staff were to receive a 15 minute interactive training session, whilst Line Managers would be receiving a 45 minute session;
- Consideration was being given to stress management training for Line Managers.

Councillor Cann expressed the view that, whilst this action was commendable and the reduction in sickness absence was very positive, he felt that the target set for sickness absence of 9 days/shifts lost per person was not sufficiently challenging. Reference was also made to the position in respect of long term sickness and whether there was any information available in respect of the age profile for this area.

The Human Resources Manager reported that this information had not been sought out previously but that it could be provided. The Committee sought an assurance that the return to work monitoring was being undertaken robustly. It was noted that Line Managers were required to complete form L3 and this was followed up. The reporting process for sickness absence had been changed recently and action was being taken to ensure that meetings were being held with staff who had reached the trigger point on absence and that Line Managers were provided with appropriate guidance for dealing with this.

**\*HRMDC/30. Streamlining of Assessment & Development Centres (ADCs)**

The Committee considered a report of the Director of People and Organisational Development (HRMDC/11/4) that set out recommendations for streamlining ADCs to a 3 exercise model in future, including 2 role plays plus written exercises. The benefits of adopting this approach were to achieve long term savings as a result of increasing the number of candidates who could be assessed at each ADC event, reducing pressure on the assessors in the process.

**RESOLVED** that the recommendations as set out within Section 5 of the report be endorsed.

**\*HRMDC/31. Public Duties and Equality Impact Assessment**

This item was deferred for consideration at a future meeting.

**\*HRMDC/32. Retained Duty System: Outcome from Part-Time Workers Regulations Employment Tribunal**

The Committee received for information a report of the Director of People and Organisational Development (HRMDC/11/5) that set out the findings of the test cases which had been taken in two authorities (Kent and Royal Berkshire) which had originally been raised under the Part Time Workers (Prevention of Less Favourable Treatment) Regulations in 2001. These test cases had subsequently been subject to the Employment Tribunals process and a determination had now been made. This will result in a compensation payment for the staff affected as set out within paragraph 2.3 of the report and, in order to comply with the Regulations following the compensation, amendments to the Grey Book were required.

The Human Resources Manager reported that the costs associated with the compensation payments had to be met by the fire and rescue service. There had been a sum of £1million set aside in a reserve to cover these costs but it was difficult to quantify the exact implications for the Service at this time due to issues such as pension. He added that the Treasurer was collating information in respect of the financial implications which would be reported to the Resources Committee at its meeting on 18 May 2011.

**\*HRMDC/33. Regional Control Centre (RCC) Update**

The Committee received for information a report of the Director of People and Organisational Development (HRMDC/11/6) outlining the position for staff affected by the cancellation of the Regional Control Centre project.

**\*DENOTES DELEGATED MATTER WITH POWER TO ACT**

The meeting started at 10.00hours and finished at 11.00hours



# DEVON & SOMERSET FIRE & RESCUE AUTHORITY

<b>REPORT REFERENCE NO.</b>	<b>HRMDC/11/7</b>
<b>MEETING</b>	<b>HUMAN RESOURCES MANAGEMENT &amp; DEVELOPMENT COMMITTEE</b>
<b>DATE OF MEETING</b>	<b>17 JUNE 2011</b>
<b>SUBJECT OF REPORT</b>	<b>OVERVIEW OF UNION RECOGNITION ARRANGEMENTS</b>
<b>LEAD OFFICER</b>	<b>Director of People and Organisational Development</b>
<b>RECOMMENDATIONS</b>	<i>That the report be noted.</i>
<b>EXECUTIVE SUMMARY</b>	This paper sets out to provide further background information into the collective working arrangements with Devon & Somerset Fire & Rescue Service. This includes the recognition arrangements, the facilities for the release of Union representatives and the collective arrangements.
<b>RESOURCE IMPLICATIONS</b>	Not applicable for the purposes of this report
<b>EQUALITY IMPACT ASSESSMENT</b>	None
<b>APPENDICES</b>	Appendix A - Joint protocol for good Industrial Relations in the Fire & Rescue Service Appendix B - Section 6C Local Consultation and Negotiation
<b>LIST OF BACKGROUND PAPERS</b>	None



## 1. INTRODUCTION

- 1.1 The Service is committed to joint working with the recognised trade unions for the benefit of the Service, our employees and the local communities that we serve. This paper sets out to provide further background information into the collective working arrangements within the Service. The Service currently recognises the following Unions:

Fire Brigades Union (FBU)  
Retained Firefighters Union (RFU)  
Fire Officers Association (FOA)  
UNISON

## 2. RECOGNITION OF TRADE UNIONS

- 2.1 At a national level, originally the only trade union that represented employees on the National Joint Council for Local Authorities' Fire Brigades (NJC) was the FBU. The NJC are responsible for the negotiations for national pay and conditions of service which are set out in the Scheme of Condition of Service (commonly known as the Grey Book). Back in 1998 the then Grey book made no mention to the recognition of any other Union other than the FBU. Locally in Devon, when the Combined Devon Fire Authority was formed in April 1998, the recognition of the FBU and UNISON was automatically transferred from the Fire Department within Devon County Council to the Authority.
- 2.2 Prior to the formation of the Fire Authority there had been a practice of informal consultation with both the RFU and FOA. In October 1998, the Devon Fire Authority gave recognition to the RFU and FOA for consultation purposes.
- 2.3 The last (6<sup>th</sup> edition) of the NJC, Scheme of Conditions of Service issued in 2004, changed the position nationally concerning the recognition of Unions other than the FBU. The Grey book preface included the following statement:
- The NJC has a strong commitment to joint consultation and negotiation, with a view to reaching agreement, between fire and rescue authorities and recognised trade unions at all levels. To this end the NJC encourages employees to join independent, certified, recognised trade unions. The NJC believes that cooperation between employers, employees and the trade unions will help ensure successful service delivery.*
- 2.3 In April 2005, the National Employers issued a circular with a protocol for recognising the RFU and FOA at a national level for consultation purposes. This protocol was intended as an interim arrangement pending the formal inclusion of both unions within the national collective bargaining procedures. In September 2005, the Devon Authority gave full recognition to FOA and the RFU for the purposes of consultation **and negotiation** since it was considered that Retained staff and uniformed officers were not sufficiently represented at a local level.
- 2.4 When Devon FRS and Somerset FRS combined, there was no recognition arrangements within Somerset for FOA and the RFU. However, the recognition arrangements from Devon FRS were extended to the newly formed Devon & Somerset FRS.

- 2.5 In September 2007, the national constitution was modified to introduce a mechanism for minority trade union representation. This was intended to enable FOA and the RFU to be fully recognised nationally subject to a count of members within 3 months. A Middle Managers Negotiating Body (MMNB) was created to deal with issues relating to employees in Station Manager to Area Manager roles and FOA took up this national representation. FOA have 1 member on this national committee whilst the FBU have 13. The employers side has 14 representatives. At this time the RFU decided not to accept the invitation to join the NJC with the subsequent count of employee membership within the specified employee group ie Firefighters to Watch Managers.
- 2.6 During this same period the arrangements for union representation of Support Staff (non-uniformed) have also changed. Prior to 1997 there were separate national agreements for Manual and APT&C workers (Administrative, Professional, Technical and Clerical). These were combined to create a National Agreement on Pay & Conditions of Service under the NJC for Local Government Services (commonly known as the Green Book). This is a Single Status agreement and one of the requirements of the agreement was to undertake a pay review in the form of job evaluation. Nationally there are three recognised unions T&G (now known as Unite since their merger with Amicus), GMB and UNISON. Within the former Devon FRS, UNISON were recognised originally when the Service was part of DCC and this was the same in Somerset. This recognition has continued through into DSFRS. The national structure differs from that of the uniformed unions since the Service is not a branch of the union. The local UNISON branch is within DCC.

### **3. FACILITIES FOR THE RELEASE OF UNION OFFICIALS**

- 3.1 Within the previous Devon Fire & Rescue Service the relationship between the Service and the local branch of the FBU had traditionally been adversarial. A dispute in 2001 led to referral to an ACAS mediator. As part of the mediator's report there was a recommendation that Devon FRS and the FBU should form a Joint Working Party to examine the Industrial Relations and seek to improve the working relationships.
- 3.2 A Steering Group was established including the National Joint Council Secretaries, Senior Officers of Devon FRS, Regional and Local FBU Representative and ACAS Officers. The terms of reference were agreed and a Joint Working Party established to address and review the IR matters. The completion of this work was delayed until 2004 due to the national industrial dispute that took place in relation to levels of pay and other terms & conditions of employment. The Joint Working Party established local agreements on the FBU Recognition, the Constitution of the Industrial Relations Committee, the Consultation and Negotiation Framework and the Facilities.
- 3.3 It was also recommended that a FBU representative was given full-time status as a representative. The ACAS comments at that time were as follows:

*Having gained a fairly detailed understanding of the industrial relations processes and procedures within DFRS and given the likely on-going and possibly increased need for consultation and negotiation it is our view that the introduction of full-time facilities for the FBU would be of considerable benefit to the continued improvement of industrial relations. There is a considerable amount of evidence across a diverse range of organisations to support the concept of full-time facilities.*

*Before such facilities are introduced we feel that the following issues need to be addressed:*

- *An agreed role-description of the lay-officer(s).*

- *An agreed monitoring system to enable both DFRS and FBU to clearly establish the value of the full-time facilities.*
- *A process for ensuring that any appointees receive appropriate training to retain their core skills as firefighters.*
- *Agreement on any form of appraisal for use in any future applications for promotion etc.*
- *An agreed review date to assess the need to continue and/or expand the facilities.*

- 3.4 At that time following on from the national dispute, DFRS did not consider it appropriate to consider extending such facilities. In June 2005 there was further work nationally between the National Joint Council for Local Authority Fire Brigades and the FBU which resulted in workshops for Service and FBU representatives run by ACAS. Further work was undertaken locally in Devon with the aim of creating a more positive working relationship with the FBU in order to solve collective issues. At this time the Devon Fire and Rescue Authority also agreed to the part-time release of the existing FBU Chair. This made it easier for the FBU representative to obtain leave for TU duties on a more regular basis but also maintain his Firefighter competency.
- 3.5 Prior to the combination of Devon with Somerset FRS, Devon had agreed to the full-time release of the FBU Secretary to enable him to carry out his TU duties in relation to the combination project involving Devon & Somerset. Originally it was planned that this arrangement would cease from the 31 March 2007. However, following combination the Devon and Somerset branches of the FBU also had to combine and elect a Chair and Secretary. With the continuing work on harmonisation, the full-time release was extended until April 2008.
- 3.6 During this period there was considerable discord with the FBU primarily in relation to the changes in the crewing of the Aerial Ladder Platforms. With financial constraints, the full-time release was removed and the FBU representative returned to an operational post. However, this arrangement was not sustainable due to the considerable amount of time that was required for union duties including that of discussions with the Service. Through ongoing discussions with the local and regional representatives the Service and FBU reached agreement for detaching the FBU Chair and Secretary from operational duties on a 3 month rolling basis. This temporary arrangement has been in place since May 2010 and can be withdrawn by giving a three month notice period.
- 3.7 For the RFU, the key representative was previously a retired employee of Devon FRS and no hours were paid by the Service for trade union activity. When the RFU appointed a Secretary who was an existing Retained member of staff a request was made for a number of paid hours specifically for trade union duties. The Service agreed that the RFU official's post could receive payment for up to 20 hours per week at firefighter level and this commenced from July 2008. Since December 2009, the Secretary has also been employed within both the Retained and Wholetime and has spent less time on union duties. The RFU restructured their committee in November 2010 to give better representation across the Service. At this time the Service agreed to the RFU request that the 20 hours per week could be shared between one or more representatives. Recent changes in relation to the Grey Book as a result of the national part-time workers settlement have led to representative payments being at the role level held by the official rather than a flat Firefighter level.

3.8 Within UNISON, as there is no branch within DSFRS, the representatives do not have a formal chair or secretary. However, in order to have a single contact point there is a senior convenor. The current employee within this position works within the Operational Assets Department. Due to the levels of union activity the Service has agreed that the convenor should have the equivalent of 1 day per week for union duties. This includes attendance at Industrial Relations Committees.

#### **4. COLLECTIVE ARRANGEMENTS**

4.1 The Service and Unions have 3 levels of operation within the Service namely Strategic, Service Wide and Area/Department. At the Area/Department level there are no formal meetings but matters that arise are dealt with locally. At the Service Wide level there are formal Industrial Relations Committees (IRCs) which are currently held bi-monthly. At the IRCs, the Service is represented by the ACFO with the lead responsibility for Industrial Relations, HR Manager and Senior HR Officer. The IRCs deal with collective matters including information sharing, negotiation and consultation. Outside of the IRC meetings there are additional informal meetings to work towards resolving matters that arise. The Strategic level is with the CFO and DCFO and are informal meetings to discuss the strategic direction of the Service.

4.2 Within the Grey book there is a joint protocol for good Industrial Relations in the Fire & Rescue Service and this is set out in Appendix A. The protocol sets out how the Service and Union representatives will seek to work together for the benefit of the Service, its employees and local communities. The document sets out a number of principles and explains the difference between consultation and negotiations. Negotiation relates to matters which are contractual and everything else is consultation. As part of the protocol the Service and Unions commit to only taking unilateral action as the last resort ie industrial action by the Union or imposition of change by the Service.

4.3 The Grey book also includes consultation and negotiation procedures under Section 6C which provide mechanisms to help the Service and Unions to resolve differences (Appendix B). These procedures require formal meetings to be held within the Service. If this does not result in a resolution then the matter can be referred to a national level. This may be to the NJC Joint Secretaries and/or ACAS and/or the NJC Resolution Advisory Panel (RAP) which comprises of an Independent Chair and the Joint Secretaries. If the matter is not resolved at this level then the matter may be referred to ACAS for settlement by arbitration. Both parties would need to jointly agree such referrals. The Service has since combination twice referred matters to the national level. The first was in relation to ADCs for Wholetime Firefighters with secondary RDS contracts and also ADCs for Fire Control staff. The second was in relation to the use of the Gartan Availability System.

4.4 Locally within DSFRS at the time of combination, the Service sought to modify the collective arrangements and create a single combined committee for the Service and Unions to deal with information sharing and consultation. However, this was resisted by the FBU on the basis that the RFU are not recognised nationally and not a member of the TUC. The FBU also wanted any arrangements with FOA to be equivalent to the national arrangements which would mean that they would have a reduced status within DSFRS. At this stage, for the FBU, the Service has therefore continued with the recognition agreements from the previous Devon FRS. The other unions have agreed to the modified collective arrangements with the single combined committee but without the FBU support this cannot be progressed.

4.5 As well as giving time-off for Trade Union activities, the Service also provides time-off for Safety Representatives. This is covered under a separate agreement and is subject to specific Health & Safety legislation.

**5. CONCLUSION**

5.1 This report provides an overview of the recognition arrangements within DSFRS, the facilities for the release of Union representatives and the collective arrangements that are currently in place.

**JANE SHERLOCK**  
**Director of People and Organisational Development**

**Joint protocol for good Industrial Relations in the Fire & Rescue Service**

**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 Organisation<sup>1</sup>.
- 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<sup>2</sup> 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

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<sup>1</sup> The term “Organisation” refers to the NJC and/or local fire and rescue services, as appropriate

<sup>2</sup> The term “Employer representatives” refers to the Employers’ Side of the NJC or local managers, as appropriate

- 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.

**Section 6C Local Consultation and Negotiation**

**PART 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, non-confidential, 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.



# DEVON & SOMERSET FIRE & RESCUE AUTHORITY

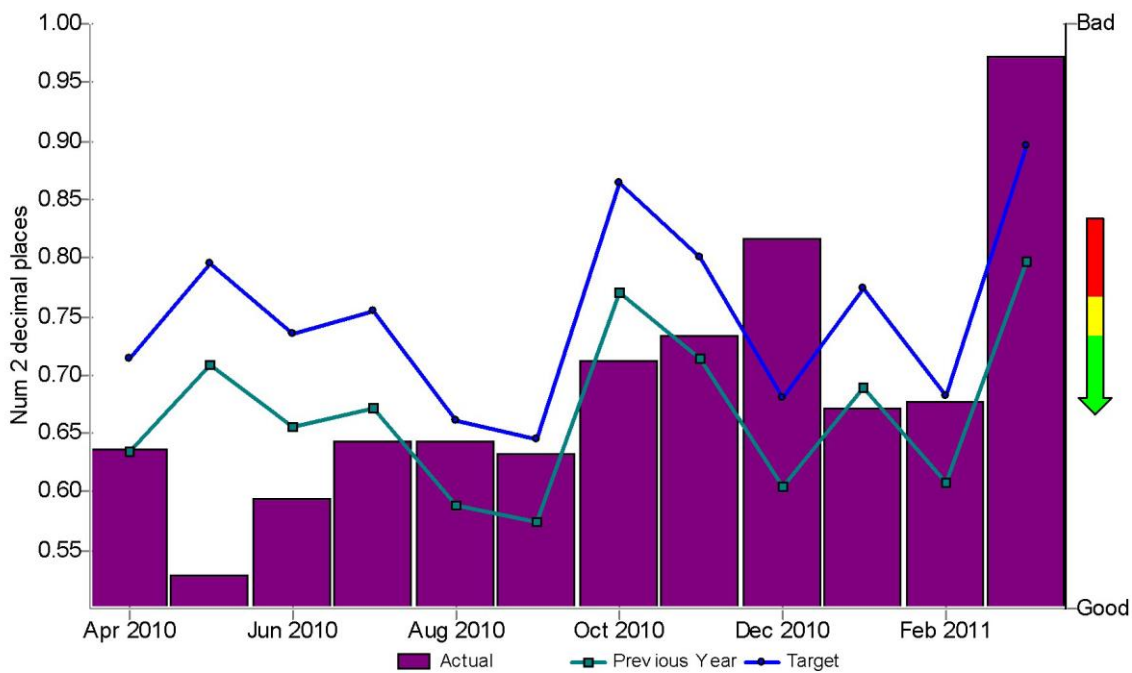
<b>REPORT REFERENCE NO.</b>	HRMDC/11/8
<b>MEETING</b>	<b>HUMAN RESOURCES MANAGEMENT &amp; DEVELOPMENT COMMITTEE</b>
<b>DATE OF MEETING</b>	17 JUNE 2011
<b>SUBJECT OF REPORT</b>	<b>ABSENCE MANAGEMENT</b>
<b>LEAD OFFICER</b>	<b>Director of People and Organisational Development</b>
<b>RECOMMENDATIONS</b>	<i>That the report be noted.</i>
<b>EXECUTIVE SUMMARY</b>	The progress with Absence Management has been included as a standing item within the Human Resources Management and Development (HRMD) agenda. This report includes an update of the Service performance for absence levels.
<b>RESOURCE IMPLICATIONS</b>	There are ongoing resource implications in relation to absence management in terms of providing cover when required.
<b>EQUALITY IMPACT ASSESSMENT</b>	The Absence Management policy has had an equality impact assessment.
<b>APPENDICES</b>	None
<b>LIST OF BACKGROUND PAPERS</b>	None

1. **INTRODUCTION**

1.1 Absence levels have previously been identified as a key measure that the Human Resources Management and Development (HRMD) Committee will monitor and review as a standing item. The target for 2010/11 is an average rate of 9.0 days/shifts lost per person. This report covers the period of April 2010 to March 2011. At the time of writing data is not available for the current financial year but a further verbal update will be given on the day of the meeting.

2. **2010/11 PERFORMANCE**

2.1 For the year 2010/11 the actual level of performance was 8.25 days/shifts lost per person compared with the previous year when it was as at an average of 8.02 days per person. This is 2.9% worse than the previous year but 8.3% better than the target level.



***All Staff – Sickness Rates per Person – by Month***

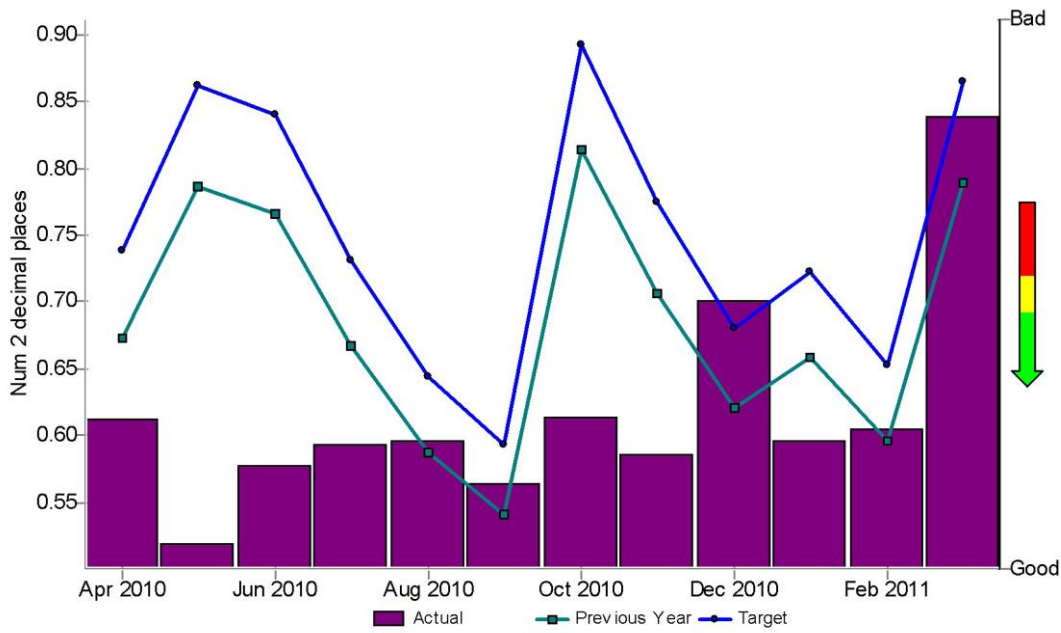
	<b>Actual 10/11</b>	<b>Previous Year 09/10</b>	<b>% variance on previous year</b>	<b>% variance on target</b>
Apr-10	0.64	0.64	0.0%	-10.9%
May-10	0.53	0.71	-25.5%	-33.6%
Jun-10	0.59	0.66	-9.2%	-19.2%
Jul-10	0.64	0.67	-4.3%	-14.8%
Aug-10	0.64	0.59	9.1%	-2.8%
Sep-10	0.63	0.57	10.1%	-1.9%
Oct-10	0.71	0.77	-7.5%	-17.6%
Nov-10	0.73	0.71	-2.9%	-8.4%
Dec-10	0.82	0.61	-34.9%	20.0%
Jan-11	0.67	0.69	-2.5%	-13.2%
Feb-11	0.68	0.61	-11.2%	-1%
Mar-11	0.97	0.80	-21.8	-1%
<b>Total</b>	<b>8.25</b>	<b>8.02</b>	<b>-2.9%</b>	<b>8.3%</b>



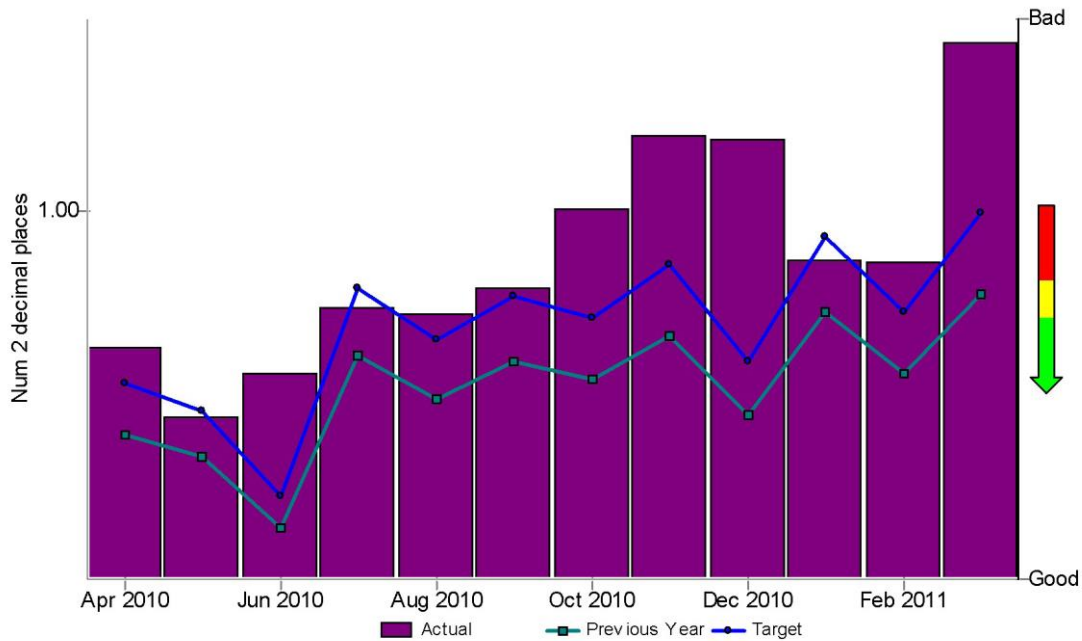
2.2

The Service can then break down the figures by staff category and the rates for uniformed, control and non-uniformed are shown below.

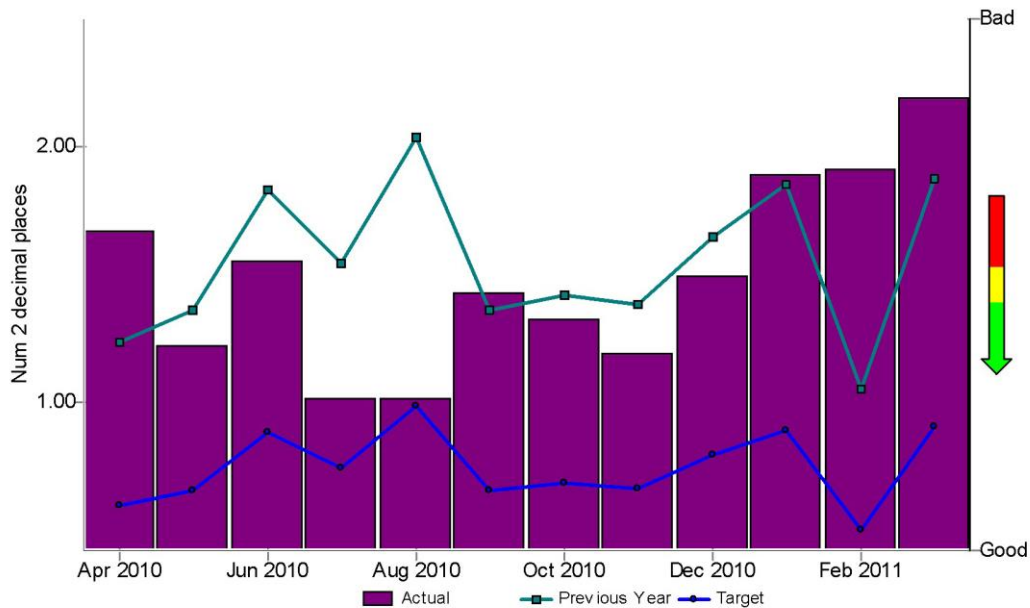
**Uniformed Staff Sickness Rates by Month 2010/11**



**Non-uniformed Staff Sickness Rates by Month 2010/11**

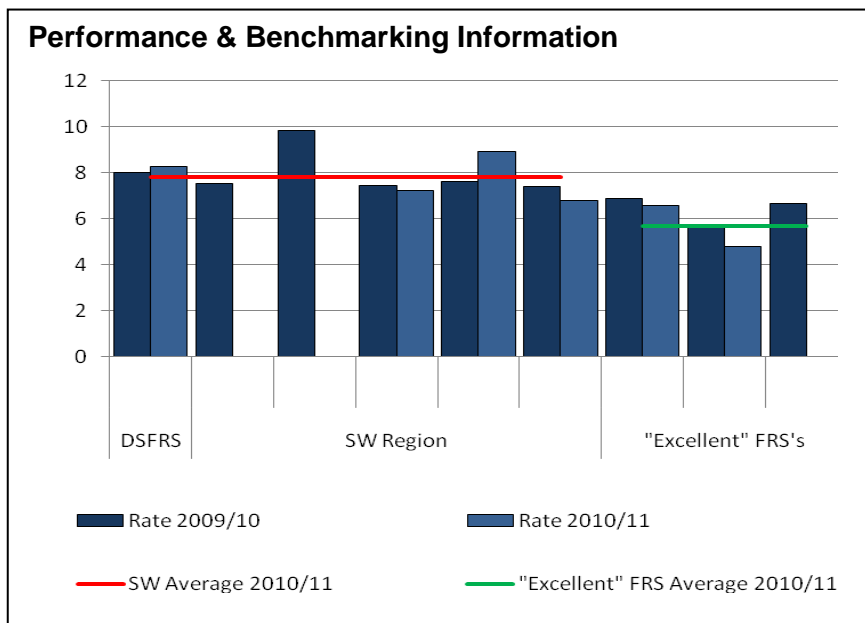


## Control Staff Sickness Rates by Month 2010/11



### BENCHMARKING

- 4.1 We are currently recording just below the public sector organisations average days lost to sickness (8.25 days for DSFRS compared to 8.3 days for all public sector). However as the private sector has an average of 5.8 days lost the overall national average is 6.4 days. We would need to reduce our days lost by 22.42% (1.85 days) to achieve the national average.
- 4.2 Sickness absence cost DSFRS £1,152,169 in 2010/11. If we were to reduce by 22.42% to the national average of 6.4 days this could mean a cost reduction of £258,317 to £893,852.
- 4.3 The comparisons with other SW Fire & Rescue Services and the national "Excellent" Fire & Rescue Services are shown below:





## 5. CONCLUSION

5.1 For the year 2010/11 the Service was below the year end target of 9 days/shifts but has not performed quite as well as the previous year.

**Jane Sherlock**  
**DIRECTOR OF PEOPLE AND ORGANISATIONAL DEVELOPMENT**