



LONDON FIRE BRIGADE

Decision title

## London Fire Commissioner Industrial Relations Procedures

Recommendation by

Assistant Director, People Services

Decision Number

LFC-0281-D

Protective marking: **NOT PROTECTIVELY MARKED**

Publication status: Published in full

### Summary

LFC-0281 recommends adoption of the Industrial Relations procedures set out at Appendix A of that report.

### Decision

The London Fire Commissioner adopts the Industrial Relations procedures set out at Appendix A of report LFC-0281.

Andrew Roe  
London Fire Commissioner

Date 8<sup>th</sup> Jan 2020

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LONDON FIRE BRIGADE

Report title

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## London Fire Commissioner Industrial Relations Procedures

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Report to

Corporate Services Directorate Board

Date

26 November 2019

Commissioner's Board

4 December 2019

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Report by

Assistant Director, People Services

Report number

LFC-0281

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### Summary

This report recommends adoption of the Industrial Relations procedures set out at appendix A.

### Recommended decision

That the London Fire Commissioner adopts the Industrial Relations procedures set out at appendix A.

### Background

1. The London Fire Commissioner's (LFC) current Industrial Relations (IR) procedures were originally adopted by the London Fire and Emergency Planning Authority (LFEPA) in June 2005 (FEP710). These procedures comprise a 'Procedure Agreement' (general principles governing IR within the Brigade), together with constitutions of the joint committees.
2. By and large, these procedures have stood the test of time; any IR difficulties and/or disputes that have occurred in the intervening period have not arisen as a result of the IR procedures, but due to the circumstances and issues prevailing at the time. On the contrary, the IR procedures, with their provisions for joint negotiation and consultation, and conciliation in the event of disagreements, have assisted in the resolution of many potential disputes, and today contribute to the generally harmonious relationship between the Brigade and the recognised trade unions.

### Updating the 2005 procedures

3. Nevertheless the 2005 procedures require updating, including in respect of the 2018 governance changes. In September 2019 consultation with the trade unions commenced on revised LFC IR procedures based on the principle of making the minimum necessary changes which were as follows:
  - Staff side representation in the Joint Committee for Middle Managers (JCMM) has been agreed amongst the parties as 2 for the Fire Brigades Union (FBU) and 2 for the Fire Officers Association (FOA), with provision for either trade union to request the attendance of advisers.

In 2005 the representation agreed by LFEPA was 3 FBU and 1 FOA. In 2009/10, FOA representation was increased under an informal arrangement following the significant increase in FOA membership, but until recently, it had proved more difficult for all parties to agree constitutional wording on this.

- The FBU are now represented in the Joint Committee for Control (JCC), as agreed and implemented in 2017/18. Between 2005 and 2017/18 the FBU were not represented in the JCC.
- The member-level 'LFEPA Joint Council' (to hear 'failures to agree' on negotiable matters) fell with the abolition of the Authority in 2018, and following the governance changes the TUs have been advised that the analogous reference now is to the London Fire Commissioner. Hence there is a corresponding section within the IR procedures 'Provisions for reference to the London Fire Commissioner'.
- Other references in the procedures to 'Authority' have been replaced by 'LFC', hence, for example, the old 'Authority Joint Committee', the officer-level committee to deal with LFC-wide issues, has been renamed the 'LFC Joint Committee'.

4. Arising from the trade union consultation, the following further changes have been made.

- The Joint Committee for Support Staff (JCSS) has been renamed the 'Joint Committee for Fire and Rescue Staff' (JCFRS) in line with the workforce name change in 2007.
- Operational role names have been changed to the new rank names in line with 'Role to Rank'.
- With regards to chairing meetings, the committee constitutions have been amended to state that in the absence of the Chair, the meeting will be chaired by the Vice-Chair (who comes from the opposite side of the table) rather than another representative from the same side as the Chair. This has tended to be normal practice in any event.
- The joint committee constitutions have been standardised to record that a request for conciliation can be made where there is a failure to agree on a *negotiable* matter, and not only on a *consultation* matter. For some anomalous reason, the 2005 procedures only included this provision within the JCC constitution, but it is clearly a valid provision across all committees.

5. One trade union request from the recent trade union consultation which has not been agreed has been UNISON's request for a formal disputes procedure beyond the LFC, which in practice would need to be to the Deputy Mayor and/or Mayor. UNISON have been advised that the analogous provision to the old LFEPA Joint Council is recourse to the LFC, as the LFC now has similar powers to the old Authority. In addition it is understood that the Deputy Mayor, for example, does not wish to have any formal status within the LFC's disputes procedures. Both the Deputy Mayor and Mayor have regular informal contact with the trade unions, on a wider canvass of issues than 'failures to agree', and this is the most appropriate way for them to be engaged in the LFC's IR framework.

6. Lastly the FBU have suggested that the IR procedures ought to stipulate the role/rank of officers who constitute the employer side to the joint committees, the implication being that they should have a minimum level of seniority. The FBU have been advised that the Brigade is willing to have further discussions on this, however the Brigade view is that stipulating management side grades/ranks within the Committee constitutions is not necessary, and could build in some undesirable inflexibility. Not including this from 2005 up to the present time has not caused any discernible problems, and it can be taken as read that management side must be of sufficient seniority to negotiate effectively with the trade unions.

### **Finance comments**

7. The Chief Finance Officer has reviewed this report and has no comments.

### **Workforce comments**

8. As indicated above, these updated procedures have already been consulted on with the recognised trade unions (FBU, FOA, GMB, UNISON). Paragraphs 3-6 set out the consultation that has taken place, with the outcomes.

### **Legal comments**

9. Under section 9 of the Policing and Crime Act 2017, the London Fire Commissioner (the "Commissioner") is established as a corporation sole with the Mayor appointing the occupant of that office. Under section 327D of the GLA Act 1999, as amended by the Policing and Crime Act 2017, the Mayor may issue to the Commissioner specific or general directions as to the manner in which the holder of that office is to exercise his or her functions.
10. Under section 7 (2)(a) of the Fire and Rescue Services Act 2004, the Commissioner has the power to "secure the provision of personnel, services and equipment necessary to efficiently meet all normal requirements for firefighting". In addition section 146A(1)(a) of the Local Government Act 1972 recognises the Commissioner as a local authority, therefore under section 112 of the said Act the Commissioner "shall appoint such officers as they think necessary for the proper discharge by the authority of such of their or another authority's functions as fall to be discharged by them".

### **Sustainability implications**

11. There are no direct sustainability implications arising from this report.

### **Equalities implications**

12. The London Fire Commissioner and decision takers are required to have due regard to the Public Sector Equality Duty (s149 of the Equality Act 2010) when taking decisions. This in broad terms involves understanding the potential impact of policy and decisions on different people, taking this into account and then evidencing how decisions were reached.
13. It is important to note that consideration of the Public Sector Equality Duty is not a one-off task. The duty must be fulfilled before taking a decision, at the time of taking a decision, and after the decision has been taken.
14. The protected characteristics are: Age, Disability, Gender reassignment, Pregnancy and maternity, Marriage and civil partnership (but only in respect of the requirements to have due regard to the need to eliminate discrimination), Race (ethnic or national origins, colour or nationality), Religion or belief (including lack of belief), Sex, Sexual orientation.
15. The Public Sector Equality Duty requires us, in the exercise of all our functions (i.e. everything we do), to have due regard to the need to:
- Eliminate discrimination, harassment and victimisation and other prohibited conduct.
  - Advance equality of opportunity between people who share a relevant protected characteristic and persons who do not share it.
  - Foster good relations between people who share a relevant protected characteristic and persons who do not share it.

16. Having due regard to the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:
- remove or minimise disadvantages suffered by persons who share a relevant protected characteristic where those disadvantages are connected to that characteristic;
  - take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it;
  - encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.
17. The steps involved in meeting the needs of disabled persons that are different from the needs of persons who are not disabled include, in particular, steps to take account of disabled persons' disabilities.
18. Having due regard to the need to foster good relations between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:
- (a) tackle prejudice, and
  - (b) promote understanding.
19. An Equality Impact Assessment (EIA) was undertaken on 20 November 2019. The impact assessment found positive and neutral impacts identified. The key positive impact, which applies across all protected characteristics, is that provision of an agreed industrial relations framework provides an important forum to discuss and make progress on the Brigade's inclusion and diversity agenda in partnership with the trade unions. The industrial relations committees also provide a forum for the trade unions to scrutinise our performance on these issues. The JCSS, for example, now to be renamed the JCFRS, has set up an Equality Forum under its auspices with the overarching aim to promote equality of opportunity amongst FRS staff, and the maximisation of their potential.

## List of Appendices

Appendix	Title	Protective marking
A	Industrial Relations Procedures	No protective marking

## Consultation

Name/role	Method consulted
LFC recognised trade unions (FBU, FOA, GMB UNISON)	Consultation on Appendix A
Head of Strategic Finance	Circulation of draft report
Employment Law and Litigation Unit Manager	Circulation of draft report
Head of Sustainable Development	Circulation of draft report
Equality Manager	Circulation of draft report

Appendix A

Industrial Relations Procedures

New policy number:
Old instruction number: n/a
Issue date:
Reviewed as current:
Owner: Assistant Director People Services
Responsible work team: HR Policy team

Contents

1 Introduction ..... 2
2 Industrial Relations Procedures ..... 2
Appendix 1 - Procedure Agreement -General Collective Bargaining ..... 3
Appendix 2 - Provisions for reference to the London Fire Commissioner ..... 5
Appendix 3 - Constitution of the LFC Joint Committee (LJC) ..... 7
Appendix 4 - Constitution of the Joint Committee for Control staff (JCC) ..... 9
Appendix 5 - Constitution of the Joint Committee for Firefighters (JCF) ..... 11
Appendix 6 - Constitution of the Joint Committee for Middle Managers (JCMM) ..... 16
Appendix 7 - Constitution of the Joint Committee for Fire and Rescue Staff (JCFRS) ..... 18
Appendix 8 - Model Consultation and Negotiation Procedures (from the Grey Book) ..... 20
Document history ..... 23

# 1 Introduction

- 1.1 The previous London Fire and Emergency Planning Authority (LFEPA) implemented new Industrial Relations Procedures on 17 June 2005, see FEP710.
- 1.2 The attached procedures are based on the 2005 procedures, incorporating changes agreed with the recognised trade unions in the intervening period, and also those required as a result of the new governance arrangements introduced on 1 April 2018 under which LFEPA was disbanded, and the employer became the London Fire Commissioner (LFC).

## 2 Industrial Relations Procedures

- 2.1 The LFC's Industrial Relations Procedures comprise the following.
  - Appendix 1: **Procedure Agreement – General Collective Bargaining**
  - Appendix 2: Provisions for reference to the **London Fire Commissioner**
  - Appendix 3: Constitution of the **LFC Joint Committee**
  - Appendix 4: Constitution of the **Joint Committee for Control staff (JCC)**
  - Appendix 5: Constitution of the **Joint Committee for Firefighters (JCF)**
  - Appendix 6: Constitution of the **Joint Committee for Middle Managers (JCMM)**
  - Appendix 7: Constitution of the **Joint Committee for FRS Staff (JCFRS)**
  - Appendix 8: Model Consultation and Negotiation Procedures (from the Grey Book)

# Appendix 1

## Procedure Agreement – General Collective Bargaining

### Parties

1. The parties to this agreement and to the appendices are the London Fire Commissioner (LFC) on the one hand and the trades unions (Fire Brigades Union, Fire Officers Association, GMB and Unison) on the other.

### Status

2. This agreement and its appendices are effective from [date].

### Object

3. The object of this agreement is to provide a procedural framework for negotiation and joint consultation in the interests of LFC and its employees on the basis of seeking joint solutions to problems that may arise from time to time.

### Scope

4. All employees of LFC covered by collective agreements as set out in the further appendices to this Procedure.

### Purpose

5. To provide forums where formal discussion can take place between management and the relevant staff side representatives on matters relating to the employment and work of the relevant LFC staff to supplement regular informal discussion between management and trade union representatives.
6. To enable those discussions to take place with different grade groups reflecting both different terms and conditions and differing responsibilities of employees.
7. To provide for discussion to be conducted in accordance with the principles set out in paragraph 9 below.
8. On matters of negotiation no party will undertake unilateral action until the procedure has been exhausted. A party to the JCF and JCMM may, if they consider that this clause has been breached, refer the matter to the Chair of the NJC Resolution Advisory Panel.

### Principles

9. The procedures set out in this agreement are derived from the Model Negotiation and Consultation Procedure as agreed within the NJC for Local Authority Fire and Rescue Services, and founded on the following principles:
  - (a) The processes of negotiation and consultation shall add value to the LFC's services
  - (b) Decision-making must rest at the lowest level appropriate to the subject matter in question
  - (c) Discussions should commence at the earliest opportunity and on the basis of all parties having all the relevant, non-confidential, information available
  - (d) Consultation shall be held on the basis of seeking to reach agreement, and negotiation on the basis of seeking to resolve issues jointly
  - (e) Where timescales are agreed all parties use their best endeavours to work within those timescales



- (f) Provision for consideration at a corporate level for all negotiable matters
  - (g) Requests for access to and use of 3<sup>rd</sup> party assistance will not be unreasonably withheld, but no request shall be made until completion of discussions within the relevant Committee
  - (h) These processes are for collective matters only and are used solely where the matters in question are not covered by other arrangements such as the Grievance Procedure, Discipline Procedure etc., save that collective matters arising from an individual grievance may be referred to the collective machinery by any party.
  - (i) Each Committee set up by this agreement may sit jointly to deal with questions of joint interest but which are not LFC-wide and may establish such sub-committees/working parties and other working arrangements as agreed between the parties
10. The parties to this agreement accept that they have a joint responsibility to ensure that the acceptance of proposals is not unreasonably withheld and once issues have been settled to take the necessary steps to ensure their successful implementation. To this end all parties agree that all differences and disputes will be dealt with in accordance with this agreement and its appendices.
11. There shall be established the following procedures set out in the Appendices:
- (a) The LFC (to consider failures to agree as set out in these procedures)
  - (b) The LFC Joint Committee (LJC)
  - (c) The Joint Committee for Control Staff (JCC)
  - (d) The Joint Committee for Fire-fighters (JCF)
  - (e) The Joint Committee for Middle Management (JCMM)
  - (f) The Joint Committee for FRS Staff (JCFRS)
12. The model procedure for negotiation and consultation as nationally agreed by the NJC for Local Authority Fire and Rescue Services is attached as appendix 8.

### **Interpretation**

13. Any matters of interpretation fall to be dealt with by the parties in question within the appropriate procedure at the level at which the substantive issue in question arose.

### **Amendment**

14. This agreement and any of the appendices may be changed by joint agreement of both parties at any time provided that such changes are in line with the principles of this agreement. In regard to the appendices that applies to the trades unions recognised for the group of staff covered by that appendix.

### **Termination**

15. This procedure and any of its appendices may be terminated by either party giving the other three months notice in writing to that effect. In regard to the appendices, that applies to the trades unions recognised for the group of staff covered by that appendix.

## Appendix 2

### Provisions for reference to the London Fire Commissioner

#### Scope

1. All employees of the LFC whose terms and conditions are covered by collective Agreements set out in the **Procedure Agreement – General Collective Bargaining**.

#### Membership

2. Only those party to the issue in question shall attend the meeting with the LFC, i.e. the employees side will only consist of those trade unions represented on the referring Joint Committee. This means that the employees side will consist of all trade unions to discuss issues appropriately referred to it from the LFC Joint Committee.
3. The employer's side will consist of the London Fire Commissioner who may be accompanied by advisers nominated by the LFC.
4. Representation from the employees side will be as follows:
  - Issues referred from the LJC – representation from each trade union as per the LJC
  - Issues referred from JCC, JCF, JCMM, JCFRS – representation from the relevant trade unions as per their representation on the respective referring Committee.

#### Purpose

5. The LFC shall consider solely any question referred to it by any party where there has been a failure to agree recorded on a negotiable issue within any of the procedures set out in appendices 3-7.
6. Matters that are subject to joint consultation may not be referred to the LFC.

#### Conciliation, mediation and arbitration

7. In the event of a failure to conclude an agreement with the LFC on a question referred to it under paragraph 5 above, any party to the question may propose to the other parties that it be referred for conciliation, mediation or arbitration. If all of the parties to the question agree to the proposal and (in the event of mediation or arbitration) agree the terms of reference as well, the LFC will undertake one of the following:
  - (a) In the case of mediation and arbitration it will refer the matter to the Advisory, Conciliation and Arbitration Service (ACAS)
  - (b) In the case of conciliation on questions arising solely and/or jointly from the JCF or JCMM it may choose to refer the matter to ACAS, the Joint Secretaries of the NJC for Local Authority Fire and Rescue Services or to the NJC Resolution Advisory Panel.
  - (c) In the case of conciliation on questions arising from any other Committee the matter shall be referred to ACAS.
8. All parties agree not to unreasonably refuse a request from another party to the question for third party conciliation.
9. Where the parties agree to arbitration they accept the outcome as a binding agreement and resolution of the question(s) in dispute. Matters that may be subject to arbitration would include

proposals by any party to amend rates of pay or other contractual terms and conditions of employment set out in national conditions of service or the staff code/policy notes.

### **Meetings**

10. Meetings with the LFC under this procedure shall be arranged within 10 working days of a valid request in accordance with paragraph 5 above being received by the Assistant Director People Services from any party to this agreement, and shall be held as soon as reasonably practicable, but in any event within 28 days of the request being received.
11. Only such business as determined by paragraph 10 shall be discussed at a meeting with the LFC under this procedure.
12. The Chair shall be rotated on a meeting by meeting basis unless otherwise jointly agreed. The Chair shall be solely responsible for the conduct of the meeting.
13. The Secretary to the LFC meeting shall be appointed by the LFC and agreed minutes will be issued as soon as practicable after the meeting.
14. Only those parties to the question in dispute shall attend the meeting, save on questions referred from the LJC where all parties to the agreement shall be invited to attend.
15. The parties to the LFC meeting may establish any sub-committee, working group or other working arrangement as agreed between the parties and may also by agreement refer the matter in question back to the relevant Committee for resolution.

### **Amendment**

16. This agreement may be changed by joint agreement of both parties at any time provided that such changes are in line with the principles of the procedure agreement.

### **Termination**

17. This agreement may be terminated by either party giving the other 3 months notice in writing to that effect.

## Appendix 3

### Constitution of the LFC Joint Committee (LJC)

#### Scope

1. All employees of the LFC whose terms and conditions are covered by collective Agreements set out in the **Procedure Agreement – General Collective Bargaining**.

#### Membership

2. The management side shall consist of up to 12 representatives nominated by the London Fire Commissioner.
3. The employees side shall consist of up to 12 representatives as follows:
  - FBU 6 seats
  - FOA 1 seat
  - GMB 3 seats
  - Unison 2 seats

#### Purpose

4. The following matters are examples of those that are for negotiation:
  - a. Allowances
  - b. LFC-wide conditions of service covering all grade groups
5. The following matters are examples of those that are for consultation:
  - a. Working arrangements such as physical environment/location
  - b. Staff numbers
  - c. Welfare matters
  - d. Equalities issues
  - e. LFC policies
6. The Joint Secretaries will determine whether issues are the subject of consultation or negotiation. Matters shall be the subject of negotiation by agreement.
7. Matters for consultation affecting all employees may be discussed at the LJC, but normally matters of consultation shall be discussed within the committee(s) relevant to the grade group(s) concerned
8. The LJC may establish such sub-committees, working groups or other working arrangements as it sees fit to conduct its business and such groups shall report its outcomes to the LJC.

#### Failures to Agree

9. Where any party registers a failure to agree at the LJC on a matter covered by paragraph 4 above that party may refer the issue in question to the London Fire Commissioner for consideration (see appendix 2). In the alternative any party may request that the other parties jointly invite ACAS to conciliate on the matter in question and all parties agree not to unreasonably refuse such a request.
10. Matters covered by paragraph 5 are not subject to agreement although all parties agree to discuss with a view to reaching agreement. Any party may request that the other parties jointly invite ACAS to conciliate on the matter in question and all parties agree not to unreasonably refuse such a request.

## **Meetings**

11. Meetings shall be held as necessary, but in any event no later than 10 working days following a request in writing to the Secretary outlining the issues to be discussed.
12. The Chair and Vice-Chair shall be elected at the annual meeting of the LJC which shall be the first meeting of the LJC in the calendar year. Both positions will be rotated between the management and employees' side on an annual basis. When the Chair is held by the employees' side the Vice-chair shall be held by the management side and vice versa.
13. In the absence of the Chair the meeting will be chaired by the Vice-Chair.
14. The Chair shall have no other responsibility than the proper conduct of the meeting.
15. The management side shall appoint the Secretary to the Committee who shall be a full member of the Committee.

## **Amendments**

16. This agreement may be amended at any time by agreement of both parties provided that such changes are in line with the principles of the **Procedure Agreement – General Collective Bargaining**.

## **Termination**

17. This agreement may be terminated by either party giving three months notice in writing to the other party. A trade union party to this agreement may withdraw at any time.

## Appendix 4

### Constitution of the Joint Committee for Control Staff (JCC)

#### Scope

1. All employees of the LFC whose terms and conditions are covered by the Joint Committee for Control staff.

#### Membership

2. The management side shall consist of up to 5 representatives nominated by the London Fire Commissioner.
3. The employees side shall consist of up to 5 representatives as follows:
  - GMB - 3 seats
  - Unison - 1 seat
  - FBU - 1 seat
4. The employees' side shall be inclusive of any employees of the Union and each Union and the management side shall appoint a Secretary from within its number who shall be the Joint Secretaries for the JCC.

#### Purpose

5. The following matters are examples of those that are for negotiation:
  - a. General pay awards and allowances
  - b. Conditions of Service such as:
    - i. Contractual working hours
    - ii. Leave entitlement
    - iii. Sick pay
    - iv. Other contractual terms and conditions set out in the staff code/policy numbers.
6. The following matters are examples of those that are for consultation:
  - a. Working arrangements such as physical environment/location
  - b. Staff numbers
  - c. Welfare matters
  - d. Equalities issues
  - e. LFC policies
7. The Joint Secretaries will determine whether issues are the subject of consultation or negotiation. Matters shall be the subject of negotiation by agreement.
8. Matters for consultation may be discussed in principle at the JCC, but normally shall be discussed between the Departmental Head and the trade union(s) concerned, or as otherwise determined.
9. The JCC may establish such sub-committees, working groups or other working arrangements as it sees fit to conduct its business, and such groups shall report their outcomes to the JCC.

#### Failures to Agree

10. Where any party registers a failure to agree at the JCC on a matter covered by paragraph 5 above that party may refer the issue in question to the London Fire Commissioner for consideration (see appendix 2). In the alternative any party may request that the other parties jointly invite ACAS to conciliate on the matter in question and all parties agree not to unreasonably refuse such a request.

11. Matters covered by paragraph 6 are not subject to agreement although all parties agree to discuss with a view to reaching agreement. Any party may request that the other parties jointly invite ACAS to conciliate on the matter in question and all parties agree not to unreasonably refuse such a request.

### **Meetings**

12. Meetings shall be held as necessary. Where a matter is urgent the parties agree to meet as soon as reasonably practicable but in any event no later than 10 working days following a request in writing to the relevant Joint Secretaries outlining the issues to be discussed.
13. The Chair and Vice-Chair shall be elected at the annual meeting of the JCC which shall be the first meeting of the JCC in the calendar year. Both positions will be rotated between the management and employees' side on an annual basis. When the Chair is held by the employees' side the Vice-Chair shall be held by the management side and vice versa.
14. In the absence of the Chair the meeting will be chaired by the Vice-Chair.
15. The Chair shall have no other responsibility than to conduct the meeting
16. In between meetings the business of the Committee shall be conducted by the Joint Secretaries appointed by the parties and outcomes reported to the JCC from time to time, and formally recorded. Agreements by the Joint Secretaries on matters covered under paragraph 5 above shall have the same effect as agreements of the JCC. Emergency meetings of the Joint Secretaries shall be arranged within 24 hours of a request being received from any party.

### **Amendments**

17. This agreement may be amended at any time by agreement of both parties provided that such changes are in line with the principles of the **Procedure Agreement – General Collective Bargaining**.

### **Termination**

18. This agreement may be terminated by either party giving three months notice in writing to the other party. A trade union party to this agreement may withdraw at any time.

## **Appendix 5**

### **Constitution of the Joint Committee for Firefighters (JCF)**

#### **Scope**

1. All employees of the LFC whose terms and conditions are covered by the NJC for Local Authority Fire and Rescue Services in the roles of firefighter to station officer.

#### **Membership**

2. The management side shall consist of up to 4 representatives nominated by the London Fire Commissioner.
3. The employees' side shall consist of up to 4 representatives nominated by the FBU.
4. The employees' side shall be inclusive of any employees of the Union, and the FBU and the management side shall appoint a Joint Secretary for its side from within its number who shall be the Joint Secretaries for the JCF.

#### **Purpose**

5. The following matters are examples of those that are for negotiation:
  - a. Allowances
  - b. Failures to agree on negotiable matters referred to it from local level
  - c. Conditions of Service such as
    - i. Contractual working hours
    - ii. Leave entitlement
    - iii. Sick pay
6. The following matters are examples of those that are for consultation:
  - a. Working arrangements such as physical environment/location
  - b. Staff numbers
  - c. Welfare matters
  - d. Equalities issues
  - e. LFC policies
7. The Joint Secretaries will determine whether issues are the subject of consultation or negotiation. Matters shall be the subject of negotiation by agreement.
8. Matters for consultation may be discussed in principle at the JCF, but normally shall be discussed at the appropriate level(s) set out in paragraphs 17 – 18 and appendix 5(a).
9. The JCF may establish such sub-committees, working groups or other working arrangements as it sees fit to conduct its business and such groups shall report their outcomes to the JCF.

#### **Failures to Agree**

10. Where any party registers a failure to agree at the JCF on a matter covered by paragraph 5 above that party may refer the issue in question to the London Fire Commissioner for consideration (see appendix 2). In the alternative any party may request that the other party jointly invites either ACAS or the Joint Secretaries to the NJC to conciliate on the matter in question and all parties agree not to unreasonably refuse such a request.
11. Matters covered by paragraph 6 are not subject to agreement although all parties agree to discuss with a view to reaching agreement. Either party may request that the other party jointly invites



either ACAS or the Joint Secretaries to the NJC to conciliate on the matter in question and all parties agree not to unreasonably refuse such a request.

### **Meetings**

12. Meetings shall be held monthly, but in any event no later than 10 working days following a request in writing to the relevant Joint Secretary outlining the issues to be discussed.
13. The Chair and Vice-Chair shall be elected at the annual meeting of the JCF which shall be the first meeting of the JCF in the calendar year. Both positions will be rotated between the management and employees' side on an annual basis. When the Chair is held by the employees' side the Vice-chair shall be held by the management side and vice versa.
14. In the absence of the Chair the meeting will be chaired by the Vice-Chair.
15. The Chair shall have no other responsibility than the proper conduct of the meeting.
16. In between meetings the business of the Committee shall be conducted by the Joint Secretaries appointed by the parties and outcomes reported to the JCF from time to time, and formally recorded. Agreements by the Joint Secretaries on matters covered under Paragraph 5 above shall have the same effect as agreements of the JCF. Emergency meetings of the Joint Secretaries shall be arranged within 24 hours of a request being received by any party.

### **Arrangements for Local Negotiation/Consultation**

17. The principle is that discussion should take place at the relevant level within the organisation. Station matters to be dealt with between the Station Commander and the FBU, Borough issues between the Borough Commander and the FBU; for all non station based staff the discussion and the level at which it takes place would be determined by the AC/Head of Service in consultation with the FBU.
18. See appendix 5(a) for the Protocol for consultation/negotiation at local level within Operations/Fire Stations.

### **Amendments**

19. This agreement may be amended at any time by agreement of both parties provided that such changes are in line with the principles of the **Procedure Agreement – General Collective Bargaining**.

### **Termination**

20. This agreement may be terminated by either party giving three months notice in writing to the other party.

## **Appendix 5(a)**

### **Protocol for consultation/negotiation at local level within Operations/Fire Stations**

#### Preamble

The purpose of the protocol on local consultation and negotiation is to provide a formal framework in which dialogue can take place at station and borough level between management and trade union representatives on matters affecting the workforce. This protocol supplements regular informal discussion between management and trade union representatives.

The objectives are:

- To enable information to be shared at the earliest opportunity
- To enable the staff side to raise issues of concern that are appropriate to be dealt with at that level
- To consult on proposed changes affecting the workforce either in whole or in part
- To foster partnership working
- To enable differences to be resolved speedily and fairly

## **Consultation/negotiation at station level within Operations/Fire Stations**

### Meetings

1. The Station Commander ('SC') will schedule regular meetings involving the SC and the station FBU representative ('the FBU rep'), for example on a monthly basis.
2. Where a matter is urgent, both parties agree to meet as soon as reasonably practicable, but in any event within 10 days of a request being made.
3. The parties will give 7 days notice of items to be discussed at the joint meetings wherever practicable.
4. The SC will be responsible for the management of the meeting, and arrange for a record of the meeting to be made and provided to the FBU rep.

### **Consultation/Negotiation**

5. Where there is disagreement over the status of an item (consultation or negotiation), the parties will take advice from the JCF Joint Secretaries.
6. For a consultation matter, where this is properly a station-level issue, consultation will be concluded either when there is agreement at station level, or when the issues have been fully responded to at station level.
7. Negotiation matters may be referred by either party to the JCF where there is failure to agree between the parties.

### **Scope**

8. Where the FBU rep raises an issue which is beyond the scope of the SC, the SC will refer this to the appropriate level of management, and will notify the local FBU rep to whom this issue has been referred.

### **Resolution of disputes/disagreements**

9. Both parties will work constructively to resolve disputes and disagreements on all issues, and will seek advice and assistance for this purpose as appropriate. Principal sources of advice and assistance for the SC are: line management; Central Operations; HR Advice & Employee Relations; the JCF management side Joint Secretary; principal sources of advice and assistance for the FBU rep are: the FBU LRC; the JCF staff side Joint Secretary.
10. The Joint Secretaries to the JCF are available, where matters have not been resolved through the formal processes set out in this protocol, to assist in resolving the issue in dispute.

## **Consultation/negotiation at borough level within Operations/Fire Stations**

### Meetings

1. The Borough Commander ('BC') will schedule regular meetings involving the BC and a local FBU representative from within the Borough, nominated by the FBU to be the Borough FBU representative ('the FBU rep'), for example on a quarterly basis.
2. Where a matter is urgent, both parties agree to meet as soon as reasonably practicable but in any event within 10 days of a request being made.
3. The parties will give 7 days notice of items to be discussed at the joint meetings wherever practicable.
4. The BC will be responsible for the management of the meeting, and arrange for a record of the meeting to be made and provided to the FBU rep.

### **Consultation/Negotiation**

5. Where there is disagreement over the status of an item (consultation or negotiation), the parties will take advice from the JCF Joint Secretaries.
6. For a consultation matter, where this is properly a borough-level issue, consultation will be concluded either when there is agreement at borough level, or when the issues have been fully responded to at borough level.
7. Negotiation matters may be referred by either party to the JCF where there is failure to agree between the parties.

### **Scope**

8. Where the FBU rep raises an issue which is beyond the scope of the BC (at a higher level of management), the BC will refer this to the appropriate level of management, and will notify the local FBU rep to whom this issue has been referred.
9. Where the FBU rep raises an issue that the BC considers is a station-level issue, the BC will advise the local FBU rep accordingly. If the issue has not been dealt with at station level, the matter will be referred to the relevant Station Commander to deal with; if the matter has already been concluded at station level, the BC will advise the local FBU rep accordingly.

### **Resolution of disputes/disagreements**

10. Both parties will work constructively to resolve disputes and disagreements on all issues, and will seek advice and assistance for this purpose as appropriate. Principal sources of advice and assistance for the BC are: line management; Central Operations; HR Advice & Employee Relations; the JCF management side Joint Secretary; principal sources of advice and assistance for the FBU rep are: the FBU LRC; the JCF staff side Joint Secretary.
11. The Joint Secretaries to the JCF are available, where matters have not been resolved through the formal processes set out in this protocol, to assist in resolving the issue in dispute.

[Ends]

## **Appendix 6**

### **Constitution of the Joint Committee for Middle Managers (JCMM)**

#### **Scope**

1. All employees of the LFC whose terms and conditions are covered by the NJC for Local Authority Fire and Rescue Services in the roles of Station Commander and Group Commander.

#### **Membership**

2. The management side shall consist of up to 4 representatives nominated by the London Fire Commissioner.
3. The employees side shall consist of up to 2 representatives nominated by the FBU and 2 representatives nominated by the FOA. Either trade union may request the attendance of advisers at JCMM meetings.
4. The employees' side shall be inclusive of any employees of the Union, and each union and the management side shall appoint a Secretary from within its number who shall be the Joint Secretaries for the JCMM.

#### **Purpose**

5. The following matters are examples of those that are for negotiation:
  - a. Allowances
  - b. Failures to agree on negotiable matters referred to it from local level
  - c. Conditions of Service such as
    - i. Contractual working hours
    - ii. Leave entitlement
    - iii. Sick pay
6. The following matters are examples of those that are for consultation:
  - a. Working arrangements such as physical environment/location
  - b. Staff numbers
  - c. Welfare matters
  - d. Equalities issues
  - e. LFC policies
7. The Joint Secretaries will determine whether issues are the subject of consultation or negotiation. Matters shall be the subject of negotiation by agreement.
8. Matters for consultation may be discussed in principle at the JCMM, but normally shall be discussed between the AC/Head of Service and the trade union(s) concerned, or as otherwise determined.
9. The JCMM may establish such sub-committees, working groups or other working arrangements as it sees fit to conduct its business and such groups shall report their outcomes to the JCMM.

#### **Failures to Agree**

10. Where any party registers a failure to agree at the JCMM on a matter covered by paragraph 5 above that party may refer the issue in question to the London Fire Commissioner for consideration (see appendix 2). In the alternative any party may request that the other parties jointly invite ACAS to conciliate on the matter in question and all parties agree not to unreasonably refuse such a request.

11. Matters covered by paragraph 6 are not subject to agreement although all parties agree to discuss with a view to reaching agreement. Any party may request that the other parties jointly invite either ACAS or the Joint Secretaries to the NJC to conciliate on the matter in question and all parties agree not to unreasonably refuse such a request.

### **Meetings**

12. Meetings shall be held monthly but in any event no later than 10 working days following a request in writing to the relevant Joint Secretaries outlining the issues to be discussed.
13. The Chair and Vice-Chair shall be elected at the annual meeting of the JCMM which shall be the first meeting of the JCMM in the calendar year. Both positions will be rotated between the management and employees' side on an annual basis. When the Chair is held by the employees' side the Vice-chair shall be held by the management side and vice versa.
14. In the absence of the Chair the meeting will be chaired by the Vice-Chair.
15. The Chair shall have no other responsibility than to ensure the proper conduct of the meeting.
16. In between meetings the business of the Committee shall be conducted by the Joint Secretaries appointed by the parties and outcomes reported to the JCMM from time to time, and formally recorded. Agreements by the Joint Secretaries on matters covered under Paragraph 5 above shall have the same effect as agreements of the JCMM. Emergency meetings of the Joint Secretaries shall be arranged within 24 hours of a request being received from any party.

### **Amendments**

17. This agreement may be amended at any time by agreement of both parties provided that such changes are in line with the principles of the **Procedure Agreement – General Collective Bargaining**.

### **Termination**

18. This agreement may be terminated by either party giving three months notice in writing to the other party. A trade union party to this agreement may withdraw at any time.

## **Appendix 7**

### **Constitution of the Joint Committee for FRS Staff (JCFRS)**

#### **Scope**

1. All employees of the LFC employed within the Fire and Rescue Staff (FRS) grades.

#### **Membership**

2. The management side shall consist of up to 6 representatives nominated by the London Fire Commissioner.
3. The employees side shall consist of up to 6 representatives as follows:  
  
GMB 4 seats  
Unison 2 seats
4. The employees' side shall be inclusive of any employees of the Union and each Union and the management side shall appoint a Secretary from within its number who shall be the Joint Secretaries to the JCFRS.

#### **Purpose**

5. The following matters are examples of those that are for negotiation:
  - a. General pay awards and allowances
  - b. Conditions of Service such as
    - i. Contractual working hours
    - ii. Leave entitlement
    - iii. Sick pay
    - iv. Other contractual terms and conditions set out in the staff code/policy numbers
6. The following matters are examples of those that are for consultation:
  - a. Working arrangements such as physical environment/location
  - b. Staff numbers
  - c. Welfare matters
  - d. Equalities issues
  - e. LFC Policies
7. The Joint Secretaries will determine whether issues are the subject of consultation or negotiation. Matters shall be the subject of negotiation by agreement.
8. Matters for consultation may be discussed in principle at the JCFRS, but normally shall be discussed between the Departmental Head and the trade union(s) concerned, or as otherwise determined.
9. The JCFRS may establish such sub-committees, working groups or other working arrangements as it sees fit to conduct its business and such groups shall report their outcomes to the JCFRS.

#### **Failures to Agree**

10. Where any party registers a failure to agree at the JCFRS on a matter covered by paragraph 5 above that party may refer the issue in question to the London Fire Commissioner for consideration (see appendix 2). In the alternative any party may request that the other parties jointly invite ACAS to conciliate on the matter in question and all parties agree not to unreasonably refuse such a request.

11. Matters covered by paragraph 6 are not subject to agreement although all parties agree to discuss with a view to reaching agreement. Any party may request that the other parties jointly invite ACAS to conciliate on the matter in question and all parties agree not to unreasonably refuse such a request.

### **Meetings**

12. Meetings shall be held monthly. Where a matter is urgent the parties agree to meet as soon as reasonably practicable but in any event no later than 10 working days following a request in writing to the relevant Joint Secretaries outlining the issues to be discussed.

13. The Chair and Vice-Chair shall be elected at the annual meeting of the JCFRS which shall be the first meeting of the JCFRS in the calendar year. Both positions will be rotated between the management and employees' side on an annual basis. When the Chair is held by the employees' side the Vice-Chair shall be held by the management side and vice versa.

14. In the absence of the Chair the meeting will be chaired by the Vice-Chair.

15. The Chair shall have no other responsibility than the proper conduct of the meeting.

16. In between meetings the business of the Committee shall be conducted by the Joint Secretaries appointed by the parties and outcomes reported to the JCFRS from time to time, and formally recorded. Agreements by the Joint Secretaries on matters covered under paragraph 5 above shall have the same effect as agreements of the JCFRS. Emergency meetings of the Joint Secretaries shall be arranged within 24 hours of a request being received from any party.

### **Amendments**

17. This agreement may be amended at any time by agreement of both parties provided that such changes are in line with the principles of the **Procedure Agreement – General Collective Bargaining**.

### **Termination**

18. This agreement may be terminated by either party giving three months notice in writing to the other party. A trade union party to this agreement may withdraw at any time.



## **Appendix 8**

### **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.

# Document history

## Assessments

An equality, sustainability or health, safety and welfare impact assessment and/or a risk assessment was last completed on:

EIA		SDIA		HSWIA		RA	
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## Audit trail

Listed below is a brief audit trail, detailing amendments made to this policy/procedure.

Page/para nos.	Brief description of change	Date

## Subject list

You can find this policy under the following subjects.


## Freedom of Information Act exemptions

This policy/procedure has been securely marked due to:

Considered by: (responsible work team)	FOIA exemption	Security marking classification