

# **EAST MIDLANDS REGIONAL MANAGEMENT BOARD**

## **JOINT PARTNERSHIP FORUM**

### **Terms of Reference/Constitution**

#### **1. INTRODUCTION**

- 1.1 The defined functions of the Regional Management Board incorporate matters which impact either directly or indirectly on the employees of the constituent Fire Authorities, and/or any employing authority that has responsibility to the Regional Management Board. This body is created to ensure that a valid process exists to establish the flow of information and facilitate meaningful consultation to and from the RMB.
- 1.2 If a matter is identified as requiring negotiation and it is agreed, by all parties, then negotiation can take place within this Forum. Parties as defined in paragraph 3.1.
- 1.3 All employees of the five Fire and Rescue Authorities will have incorporated into their contracts any changes which occur as a result of formal agreement under the negotiating procedures designated by paragraph 2.2. This can only happen by due and proper application of contractual and employee relations process within each Authority.

#### **2. TERMS OF REFERENCE**

- 2.1 This body is intended as a partnership forum moving towards mutual understanding on identified issues on a basis of consensus. It is a function of the Forum to advise the Regional Management Board on the human resources and employee relations implications of the decisions that the Board needs to make in order to fulfil their statutory responsibilities. Similarly the East Midlands Regional Management Board will refer to the Forum all matters which impact on the employees of the Fire and Rescue Authorities for full and meaningful consultation.
- 2.2 Where a decision of the Regional Management Board has an impact on the employees of all five Fire and Rescue Authorities which requires formal agreement with each of the Representative Bodies and where it is essential that the outcome is the same and equal within all the Authorities, then the Forum will be the negotiating body through which agreement will be sought. The negotiating function is strictly restricted to such matters and to no others. Subject to paragraph 1.2.
- 2.3 The Forum is not part of any Grievance Procedures and no part of the decision making process is subject in any way to the lodging of grievances or disputes or the application of any "status quo" provisions as they exist in individual Fire and Rescue Authorities. Nor can the Forum address any issues that are entirely internal to an individual employer. Nor can the Forum be a body of appeal against any internal decisions or proposals of any of the Fire Authorities as long as the status of the Regional Management Board remains as it does.
- 2.4 On matters defined as negotiable at regional level under the provisions of paragraph 2.2, subject to paragraph 1.2 each of the Fire Authorities will delegate authority to its representatives, and will commit themselves to the outcome of the decisions. On a matter

subject to negotiation, an agreement reached through the Forum will not in any circumstances be referred for further negotiation at local level.

- 2.5 For a matter that comes within the remit of negotiating under the provisions of paragraph 2.2, subject to paragraph 1.2 a decision of the Regional Management Board will not be enacted by any of the Authorities until agreement is reached or the procedure exhausted.
- 2.6 For matters which are subject to consultation, the decisions of the Regional Management Board as they impact on the employees of individual Fire Authorities can only be implemented by the actions of individual employers. Each employer carries all the normal responsibilities with regards to their employees and to the application of due processes such as Grievance or Disputes procedure. This can only happen by due and proper application of contractual and employee relations process within each Authority.
- 2.7 Representative Bodies or management cannot raise matters of the Forum that are not part of the remit of the Regional Management Board.

### **3. MEMBERSHIP**

- 3.1 The following are members of the Forum :-

Derbyshire Fire and Rescue Service

Leicestershire Fire and Rescue Service

Lincolnshire Fire and Rescue Service

Northamptonshire Fire and Rescue Service

Nottinghamshire Fire and Rescue Service

The Fire Brigades' Union

The Retained Firefighters Union

The Fire Officers' Association

UNISON

The Association of Principal Fire Officers

- 3.2 The Regional Management Board has an expectation that each Fire and Rescue Authority formally recognise those independent Trade Unions who are members of the Partnership Forum and who have membership amongst their employees.
- 3.3 It is a requirement that the lead officer or nominated deputy for any Regional Management Board Workstream or Project attends all Forum meetings where the workstream or project is to be discussed.

## 4. REPRESENTATION AT MEETINGS

### 4.1 Chair

Meetings will be chaired alternately for periods of twelve months by a representative of the Fire and Rescue Services and a representative of the Representative Bodies. For the first twelve months the Chair will be a nominee of the Representative Bodies.

### 4.2 For the Regional Management Board

There will be two representatives of each Fire and Rescue Service. One shall be the Chief Fire Officer (or equivalent) or a nominated deputy. The other shall be a senior officer of the Human Resource function or equivalent role depending on the structure of the individual Fire and Rescue Authority.

### 4.3 For the Representative Bodies

For the FBU	a maximum of 6 representatives
For UNISON	a maximum of 6 representatives
For FOA	a maximum of 6 representatives
For RFU	a maximum of 6 representatives
For APFO	1 representative (To remain)

It is entirely for the Representative Bodies to determine the distribution of representatives between Fire Services.

4.4 Each side will nominate a Joint Secretary. Their role will be to co-ordinate meetings, agendas and outcomes and to maintain the smooth flow of interactions and business between the two sides in the periods between formal meetings.

4.5 The Forum is not quorate unless at least three representatives from the five Fire and Rescue Services and at least three of the participating representative bodies (excluding APFO) named in the constitution are present at a meeting of the Forum

## 5. CONSULTATION

For matters other than those designated as being subject to negotiations under the provisions of paragraph 2.2, subject to paragraph 1.2, the following process will apply.

5.1 The Forum will operate as a partnership seeking three main outcomes :-

- That the East Midlands Regional Management Board is advised of the full implications of their decision by way of joint written statements - joint secretaries to present outcomes to RMB.

- That all projects enacted by the East Midlands Regional Management Board impacting on staff will involve full and proper consultation.
- To ensure there is common understanding and co-ordination between each of the five Fire & Rescue Services and any other employing entity, on the application of Regional Management Board decisions as they affect employees.

5.2 It will happen from time to time that the consultative process will identify differences of opinion on the line to be taken. The route that would be taken in these circumstances will be :

- In most cases, positive joint working towards achieving a consensus.
- Where decisions are made which impact on individual employers and where implementation can only take place at the level of individual employer the matters of disagreement would need to be referred to the procedures of those employers.

5.3 Consultation on RMB projects, workstreams, projects and any other business of the RMB that impacts on the employees will in all cases be more than the mere passage of information. The RMB and officers acting on it's behalf are committed to listening to and taking account of alternative views and schemes and for providing reasoned responses as to why any views or proposals arising through the process\* might not be adopted.

5.4 There will be no recourse to refer to any external independent agency without the specific agreement of all parties as identified in 3.1.

## **6. RESOLUTION OF DIFFERENCES**

If a matter is identified as subject to negotiation under the provision of paragraph 2.2, subject to paragraph 1.2 and if it proves impossible to arrive at a collective agreement between the management and representatives, with the agreement of both parties, the matter may be referred to an agreed external agency to support the brokering of an agreement.

## **7. WORKING GROUPS**

Because of the scale of the agenda and the complexity of many of the issues, the process will be supported by the establishment of joint working groups. Working groups will have no decision making powers and no delegated authority to do anything other than the role defined for it by the Forum. These will be identified as issues arise. Any such group will report back to the Forum.

## **8. REVIEW**

The entirety of this agreement will be reviewed by the Forum not later than 12 months or earlier by agreement.

## **9. FREQUENCY OF MEETINGS**

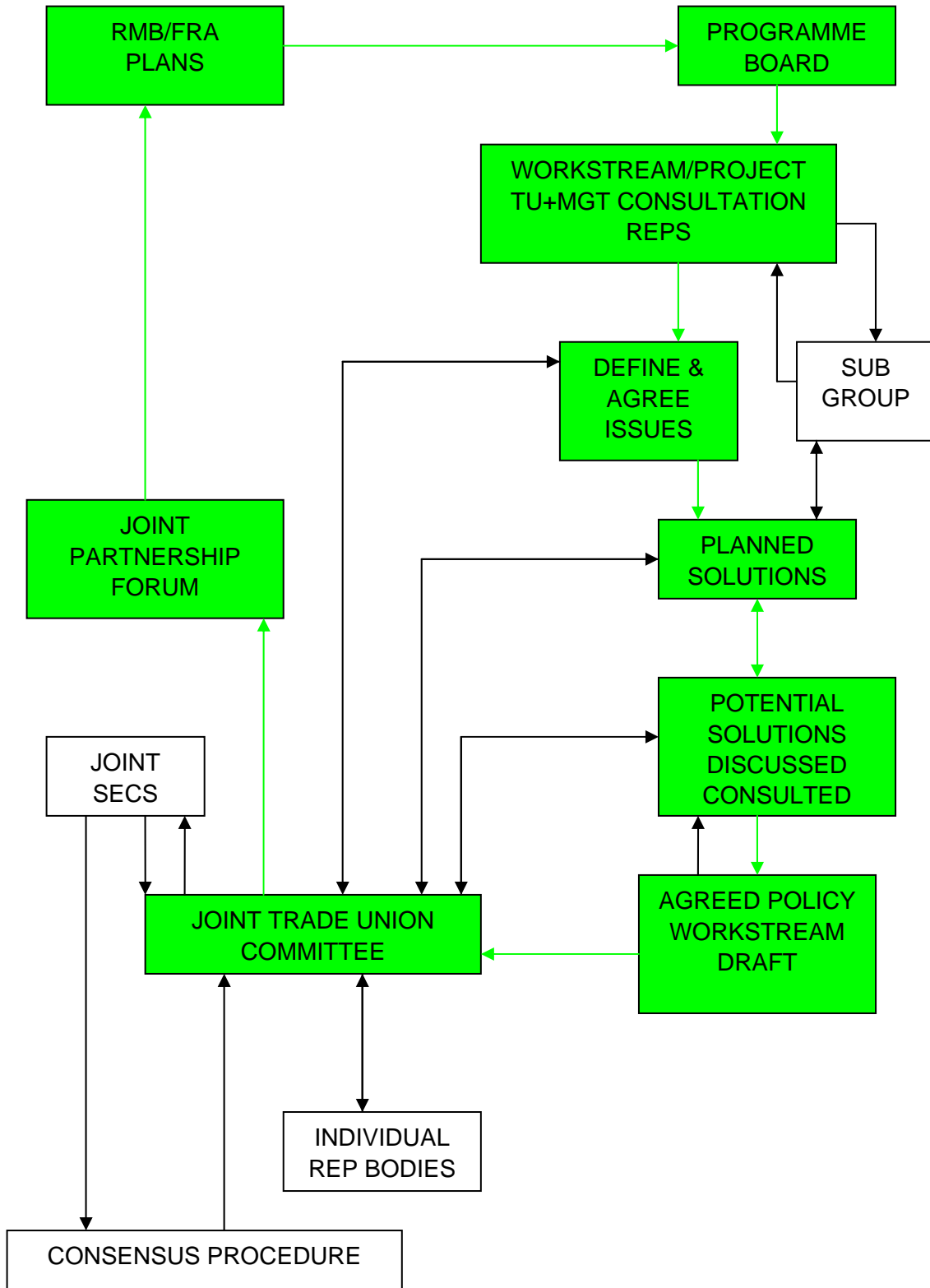
Meetings shall occur not less than quarterly and/or as agreed by the joint secretaries.

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**Mike Thomas**  
**Secretary for Employer's Side**

.....  
**Dave Limer**  
**Secretary for Union Side**

\* See Flowchart attached

**APPENDIX A TO JPF CONSTITUTION**



IDEAL ROUTE