

D Wright
Clerk to the Authority
Merseyside Fire and Rescue Service
Service Headquarters
Bridle Road
Bootle
Merseyside
L30 4YD

Date: Wednesday, 29 November 2006

Ref: Breach of Return to Work Agreement.

Dear Mr Wright,

I regretfully write to inform you that the Fire Brigades Union (FBU) have come to the conclusion that there is no alternative but to formally register a failure to agree with regard to managers of Merseyside Fire and Rescue Service (MF&RS) continually breaching the recently FBU/MF&RS agreed return to work agreement as ratified as policy by the elected members of the Merseyside Fire and Civil Defence Authority (MF&CDA). Specifically the dispute centres on a breach of paragraph 1 of the return to work agreement which focuses on disciplinary issues emanating from matters connected to the trade dispute and strike action.

The FBU are of the impression that the Service is awaiting this course of action but the Union has attempted to resolve this issue through dialogue within the joint secretariat, the industrial relations review and at members' disciplinary interview investigation meetings all to no avail. It is clear that investigating managers are aware of the Unions concern on this matter as all investigating managers have had a copy of the return to work agreement with them at interviews, yet have all disregarded it.

You may or may not be aware, that in negotiating the return to work agreement, the FBU offered the standard paragraph with regard to disciplinary issues during strike action, a paragraph that has always been within return to work agreements between the FBU and MF&CDA including the 2001 return to work agreement. For your information the FBU offered paragraph was as follows:

'There be no disciplinary proceedings brought, investigated or contemplated in respect of any matters connected to the dispute and strike action. Any such proceedings contemplated, under investigation or already brought be immediately withdrawn and as such suspended employees returned to work.'

The employer's joint secretary rejected the proposal in favour of the paragraph included within the memorandum of understanding document pointing to three outstanding issues where Union members had been suspended from duty, which may have some police involvement. Whilst the Unions aspiration remained that all issues be withdrawn and as such suspended employees be immediately returned to work the Union considered the employers

position as being sufficiently close to the Unions position as to be satisfactory to our members. For clarification the employer's proposal, eventually accepted by the FBU was as follows:

'Both Local Joint Secretaries understand and agree that on the cessation of strike action that on return to work any outstanding disciplinary issues arising from activity during the strike will be dealt with in accordance with the agreed national and local procedures. However, it is noted that some issues may need to be dealt with sensitively whilst outstanding bodies of work arising out of the dispute are being concluded.'

Subsequent to the agreement MF&RS managers on behalf of the Authority have implemented a significant number of disciplinary proceedings against our members with allegations arising out of time during strike action.

It is evident that the crucial word within the agreement is the word 'outstanding', it is also the case that at no time through the extensive negotiations were any other disciplinary issues, with the exception of the suspensions, brought to the table. If it was the intention of the employers to implement such disciplinary proceedings it would be reasonable to exclude the word outstanding with the agreement then reading '*..that on return to work any disciplinary issues arising from activity during the strike will be dealt with in accordance with the agreed national and local procedures.'* The aspiration of the employers was effectively removed with the inclusion of the word outstanding and as such the inclusion rendered the paragraph acceptable to the FBU, albeit it reluctantly.

Accordingly, and unless the employers withdraw the disciplinary allegations and proceedings with immediate effect, the FBU have no alternative but to refer the dispute through to the NJC Joint Secretaries to attempt to resolve the issue.

If you require any further information please do not hesitate to contact me.

Yours sincerely

L Skarratts
Brigade Secretary

Cc M Wrack
A Dark
ACO
CFO
Chair
Elected Members
Branch Secretaries