

Memorandum of Understanding for Special Observer Role

Report of the Chief Fire Officer and Monitoring Officer

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1 Executive Summary

This report presents the draft Memorandum of Understanding for the Special Observer Role and invites the Performance and Scrutiny Committee to review the proposed arrangements and make recommendations before the matter is submitted to Fire Authority for consideration.

The draft Memorandum of Understanding sets out the purpose, scope and operating principles of the Special Observer Role for Trade Union representatives at Fire Authority meetings. It is intended to provide clarity on roles, responsibilities and governance arrangements, while supporting constructive employee relations and effective oversight.

The Committee is asked to consider whether the draft Memorandum of Understanding is clear, proportionate and suitable for recommendation to Fire Authority.

2 Recommendations

The Performance and Scrutiny Committee is asked to review the draft Memorandum of Understanding for the Special Observer Role and provide any comments or recommendations before it is submitted to Fire Authority for consideration.

3 Background

In December 2025, Fire Authority approved the attendance of local Trade Union representatives at Fire Authority meetings as special observers. This decision formed part of the wider development of the Authority's Employee Relations Framework.

The Fire Authority delegated authority for the development of a Memorandum of Understanding to the Clerk and Monitoring Officer.

The draft Memorandum of Understanding has been developed jointly by the Assistant Chief Fire Officer Corporate Services, the Monitoring Officer and Trade Union representatives.

4 Recommendations

The draft Memorandum of Understanding is attached for consideration. The Committee is invited to review the proposed arrangements and make any recommendations that would improve clarity, governance and consistency before the document is submitted to Fire Authority.

5 Capacity

The ongoing management of these arrangements is not expected to place a significant additional burden on officers. Any increase in meeting activity is more likely to affect Trade Union representatives and will need to be managed flexibly to minimise any impact on service delivery, in line with the statutory framework for reasonable time off for Trade Union duties and activities.

6 Fire Alliance / Collaboration / Partnership Working

Although these arrangements are specific to the Authority, a clear Memorandum of Understanding setting out the expectations of all parties will support effective partnership working and strengthen employee relations.

7 Financial Implications

The proposals within this report may lead to increased financial commitment from the Service to support trade union representative attendance at Fire Authority meetings. The impact will be monitored in line with current processes.

8 Legal Comment

There are no direct legal implications arising from this report. However, the Fire Authority members will need to ensure that any proposals contained in this report are implemented in accordance with employment law including (but not limited to) the Equality Act 2010, Employment Rights Act 2025, Trade Union and Labour Relations Consolidation Act 1992 and Trade Union Act 2016. Legal advice will be provided throughout the implementation of any proposals, if approved.

9 HMICFRS Areas For Improvement, Cause of Concern, External Audit Recommendations

The approval of this report will support Shropshire Fire and Rescue Service in addressing the range of Areas for Improvement aligned to the People pillar during our 2024 inspection process. As well as setting the context for the delivery of other areas for improvement as an environment of engagement, openness and collaboration changes our ways of working.

10 Communications

Approval of the Memorandum of Understanding would support clear internal and external communications regarding the Authority's approach to employee relations and governance. Officers will work with the Communications Team to ensure that relevant stakeholders are informed of any agreed arrangements.

11 Community Safety

Strengthening employee relations will support delivery of strategic objectives aligned to prevention, protection and response.

12 Environmental

There are no environmental impacts arising from this report or relevant UN Sustainability Goals.

13 Equality Impact Assessment

An EQIA has been completed and can be viewed via this link:
[Special Observer Role - Fire Authority](#)

14 Health and Safety

The Health and Safety of employees is a fundamental responsibility of the Fire Authority, the Service and representative bodies. Strengthening employee relations will improve oversight and provide assurance that legislative duties are being complied with.

15 Fire Standard Core Code of Ethics and Human Rights (including Data Protection)

This report has direct links to some of the Fire Standards. If the recommendations are approved, the Fire Authority can evidence good practice in relation to the following Fire Standards: Communication and Engagement Standard, Leading the Service, and Leading and Developing People. Specifically, the Service can demonstrate good employee relations through employee engagement, consultation, communication, leadership culture, and internal relationships.

16 ICT

There are no ICT impacts arising from this report.

17 Insurance

There are no insurance impacts arising from this report.

18 The On-call Service

This report seeks to strengthen employee relations. The recommendations within this report will have a positive impact on how the Fire Authority engages with On-Call employees.

19 Public Value / Service Delivery

Clear and consistent employee relations arrangements support good governance, constructive engagement and effective service delivery. In turn, this supports public value by promoting a stable working environment in which staff and representative bodies understand their respective roles and processes.

20 Reputation

A clear and proportionate Memorandum of Understanding will support the Authority's reputation for openness, effective governance and constructive engagement with representative bodies.

21 Security

There are no security impacts arising from this report.

22 Training

There will be no training impacts for members at this stage. If the MoU is approved, it will be reviewed and any learning that could result in additional training will be considered.

23 Appendix

Memorandum of Understanding – Special Observer Role

24 Background Papers

Shropshire and Wrekin Fire and Rescue Authority

17 February 2026, Agenda Item 9c – Strengthening Positive Employee Relations

Draft Memorandum of Understanding (MoU)

Special Observer Attendance by Employee Representative Bodies at Authority Meetings

Between:

1. **Shropshire and Wrekin Fire Authority** (“the Authority”); and
2. The following **Employee Representative Bodies** (“ERBs”):
 - **Fire Brigades Union (FBU)**
 - **Fire and Rescue Services Association (FRSA)**
 - **Fire Leaders Association (FLA)**
 - **UNISON**

1. Status and Purpose

- 1.1 This MoU sets out the arrangements by which the Authority grants **Special Observer status** to ERB representatives to attend and participate in:
 - Meetings of the **full Fire Authority** (the “Authority Meetings”); and
- 1.2 The purpose of Special Observer status is to:
 - strengthen positive employee relations and constructive engagement between Members, officers and ERBs; and
 - enable ERBs to contribute appropriate workforce insight to discussion of published papers, without altering the Authority’s governance, legal responsibilities or decision-making.
- 1.3 This MoU is intended to provide clarity and consistency and will be co-produced and maintained by the parties in the spirit of openness and collaboration.

2. Guiding Principles

- 2.1 The parties agree that Special Observer participation will be conducted:
 - respectfully and professionally;
 - in a way that supports transparent governance and public confidence; and
 - without compromising confidentiality, exempt information, data protection obligations, or the effective conduct of meetings.

2.2 The parties acknowledge that meetings are generally open to the public and that legal rules permit exclusion of the public (and others) for confidential or exempt information where appropriate.

3. Relationship to Public Access Rights and Existing Frameworks

3.1 **Public attendance rights unaffected:** This arrangement does not impact the existing rights of members of the public (including press) to attend and report on public meetings where those rights apply.

3.2 **Access to Information and openness rules:** The Authority will continue to manage agendas, reports, background papers and exemptions in accordance with applicable access-to-information requirements (including where items are taken in private session or where information is confidential/exempt).

3.3 **Employee Relations Framework unaffected:** This arrangement does not negate or replace the processes within the organisation's Employee Relations Framework, including consultation, negotiation or dispute resolution routes.

4. Definitions

For the purposes of this MoU:

- **“Special Observer”** means a named ERB representative granted status under this MoU to attend Authority Meetings in accordance with these terms.
- **“Named Substitute”** means an alternative person nominated by an ERB in accordance with section 6.
- **“Chair”** means the Chair of the Fire Authority (or the presiding Member).

5. Appointment and Number of Special Observers

5.1 Each ERB may nominate one person to be a Special Observer for the period of this MoU:

- one (1) FBU Special Observer;
- one (1) FRSA Special Observer;
- one (1) FLA Special Observer; and
- one (1) UNISON Special Observer.

5.2 Special Observers are not Members of the Authority, have no voting rights, and are not part of the Authority's constitutional decision-making structure.

6. Named Substitutes and Notification

- 6.1 Each ERB may nominate up to one Named Substitute to attend in place of the Special Observer when necessary.
- 6.2 ERBs will notify the Authority's Clerk of the names and contact details of their Special Observer and Named Substitute(s) and will confirm any changes promptly.
- 6.3 For each Authority Meeting, ERBs should provide notice of attendance (Special Observer or Named Substitute) no later than 5 clear working days before the meeting, where practicable.

7. Scope of Attendance

- 7.1 Special Observers may:
- attend Authority Meetings that are open to the public; and
 - remain in the meeting for items that are not confidential or exempt.
- 7.2 Special Observers may be asked to withdraw for:
- items considered in private session; or
 - any agenda item where the Authority resolves to exclude attendees due to confidential/exempt information or other lawful grounds.

8. Participation Rights (What "Participate" Means)

- 8.1 Special Observers may participate in the business of the meeting in the following way:
- speak about items on the agenda at the invitation of the Chair;
 - offer workforce/employee-relations context relevant to the paper under discussion; and
 - respond to factual questions from Members (through the Chair).
- 8.2 Special Observers will not:
- vote, move motions, second motions or call for votes;
 - act as decision-makers;
 - disrupt proceedings or prevent the meeting from completing its business.
- 8.3 The Chair retains discretion to manage speaking order, time limits and relevance of contributions to ensure meetings remain effective and orderly.

9. Chair's Discretion and Conduct at Meetings

- 9.1 **Chair's discretion to require absence:** The Chair of any meeting of the Authority may require a Special Observer or Named Substitute to absent themselves from any meeting at the Chair's discretion, including where:
- confidential/exempt matters are being discussed;
 - there is disorderly conduct, persistent interruption, or failure to follow the Chair's directions; or
 - there is a conflict of interest or other circumstance that makes continued presence inappropriate.
- 9.2 Special Observers agree to behave in a respectful, professional manner and to support an environment conducive to constructive dialogue.

10. Information, Papers, Confidentiality and Data Protection

- 10.1 **Access to papers:** Special Observers will normally have access to the same public agenda pack as the public.

Where the Authority provides additional papers (e.g., officer briefings or supplementary information), this will be at the discretion of the Clerk/Chair and subject to confidentiality and data protection controls.

- 10.2 **Confidentiality:** Special Observers must treat any non-public, confidential or exempt information as strictly confidential and must not disclose it onward.
- 10.3 The Authority and ERBs acknowledge that:
- certain information cannot be shared publicly where it is confidential or exempt;
 - disclosure, retention, and handling of information must comply with applicable data protection requirements.
- 10.4 **Comparable good practice:** Observers in public-sector settings are generally expected to uphold confidentiality, and breaches may result in withdrawal of observer status.

11. Media, Reporting and Use of Devices

- 11.1 Special Observers may attend meetings for the purposes of observation and participation and must comply with any published meeting protocol regarding filming, recording and reporting.
- 11.2 Nothing in this MoU removes public/press rights to report on public meetings where those rights apply.

12. Practical Arrangements (Seating, Briefings, Accessibility)

12.1 The Authority will, where practicable:

- reserve seating for Special Observers at Authority Meetings (noting any operational cap under 5.2);
- provide basic induction/briefing on meeting procedure and governance expectations; and
- consider reasonable adjustments for accessibility needs.

12.2 Special Observers will comply with venue security/sign-in arrangements and any health and safety instructions.

13. Facility Time, Costs and Resourcing

13.1 Attendance by Special Observers is recognised as part of constructive employee relations. Any arrangements for paid release/facility time for employees who are Special Observers will be managed in line with local agreements/policies.

13.2 Where a meeting schedule increases time commitments, parties will work pragmatically to minimise service impact while maintaining meaningful engagement (including by using Named Substitutes, rota arrangements, or remote attendance where available).

14. Dispute Resolution

14.1 If an issue arises in relation to this MoU, the parties will seek to resolve it informally in the first instance through the Clerk/Monitoring Officer (or nominee) and ERB local secretaries/representatives.

14.2 If unresolved, the matter may be escalated to:

- the Chair/Vice-Chair of the Authority (or appropriate Member lead); and
- the Chief Fire Officer (or nominee), with a view to reaching a solution consistent with good governance and positive employee relations.

15. Review, Evaluation and Amendment

15.1 This MoU will be reviewed:

- six months after the commencement date; and
- annually thereafter.

15.2 The review will consider whether the arrangement is:

- delivering value for Members, officers and ERBs;
- operating within governance and legal constraints; and
- supporting positive employee relations outcomes.

15.3 The Authority may use its existing evaluation approach/policy framework to support this review (as referenced in the report).

15.4 Amendments must be agreed in writing by the parties (via the Clerk / Monitoring Officer for the Authority and authorised ERB representatives).

16. Duration and Termination

16.1 This MoU takes effect from the Effective Date and remains in force until:

- replaced by a further MoU; or
- terminated in accordance with this section.

16.2 Any party may request termination by giving 3 months written notice to the other parties, stating reasons.

16.3 The Authority may suspend or withdraw Special Observer status immediately (in whole or in respect of an individual) where there is:

- a serious breach of confidentiality;
- persistent non-compliance with the Chair’s directions; or
- conduct that materially undermines the effective functioning of meetings.

17. General Provisions

17.1 **No legal partnership:** This MoU does not create legal partnership, agency or employment relationships between the parties.

17.2 **No limit of discretion:** Nothing in this MoU limits the Authority’s discretion to conduct meetings, manage information, or discharge statutory obligations.

17.3 **Publication:** The Authority may publish this MoU as part of its transparency arrangements, subject to redaction of personal contact data where appropriate.

Schedule A – Named Special Observers and Substitutes

FBU

- Special Observer: _____
- Named Substitute(s): _____

FRSA

- Special Observer: _____
- Named Substitute(s): _____

FLA

- Special Observer: _____
- Named Substitute(s): _____

UNISON

- Special Observer: _____
- Named Substitute(s): _____

Signatures

For and on behalf of **Shropshire and Wrekin Fire Authority**

Name: _____

Title: _____ (Clerk/Monitoring Officer or authorised signatory)

Signature: _____

Date: _____

For and on behalf of **FBU**

Name: _____

Title: _____

Signature: _____

Date: _____

For and on behalf of **FRSA**

Name: _____

Title: _____

Signature: _____

Date: _____

For and on behalf of **FLA**

Name: _____

Title: _____

Signature: _____

Date: _____

For and on behalf of **UNISON**

Name: _____

Title: _____

Signature: _____

Date: _____
