

Memorandum of Understanding for Special Observer Role

Report of the Chief Fire Officer and Monitoring Officer

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1 Executive Summary

The purpose of this report is to present for formal approval and adoption a proposed Memorandum of Understanding (MoU) between Shropshire and Wrekin Fire and Rescue Authority and the recognised Employee Representative Bodies (ERBs), namely the Fire Brigades Union (FBU), Fire and Rescue Services Association (FRSA), Fire Leaders Association (FLA) and UNISON.

The proposed MoU establishes a clear and consistent framework for the attendance and participation of nominated ERB representatives at Fire Authority meetings in a Special Observer capacity.

2 Recommendations

The Fire Authority is asked to:

- a) **Approve and adopt** the Memorandum of Understanding attached at Appendix 1, setting out the arrangements for Special Observer attendance by Employee Representative Bodies at Fire Authority meetings;
- b) **Authorise the Clerk / Monitoring Officer** to finalise the document for execution, including any minor drafting, formatting or administrative amendments that do not alter the substance of the agreement; and
- c) **Note** that the operation of the Memorandum of Understanding will be reviewed six months after commencement and annually thereafter.

3 Background

In February 2026, 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 ACFO Corporate Services, the Monitoring Officer and Trade Union representatives.

4 Recommendations

The Fire Authority is asked to consider the following recommendations:

- a) **Approve and adopt** the Memorandum of Understanding attached at Appendix 1, setting out the arrangements for Special Observer attendance by Employee Representative Bodies at Fire Authority meetings;
- b) **Authorise the Clerk / Monitoring Officer** to finalise the document for execution, including any minor drafting, formatting or administrative amendments that do not alter the substance of the agreement; and
- c) **Note** that the operation of the Memorandum of Understanding will be reviewed six months after commencement and annually thereafter.

To support these recommendations, the main considerations are:

Purpose and effect of the MoU

The MoU does not amend the Authority's legal status, constitutional decision-making arrangements or statutory meeting framework. It establishes a formal framework through which each recognised ERB may nominate a Special Observer to attend meetings and contribute within defined parameters.

In doing so, it supports constructive employee relations, greater transparency, and more informed consideration of published business.

Participation arrangements

The arrangements provide for Special Observers to attend public meetings, remain for non-confidential items, contribute on relevant agenda items at the Chair's discretion, and submit written representations in advance where practicable.

Special Observers are not Members of the Authority, hold no voting rights and do not form part of the Authority's formal decision-making structure.

Governance safeguards

The MoU incorporates safeguards to ensure that participation remains consistent with lawful meeting management and the Authority's statutory responsibilities.

Any discretion affecting participation must be exercised lawfully, reasonably and proportionately, and, wherever practicable, in a manner consistent with the purpose of the MoU. Where the exercise of discretion materially affects participation, the reasons should be recorded and communicated as appropriate.

Review arrangements

The MoU provides for a review after six months and annually thereafter. This will enable the Authority to assess whether the arrangements remain effective, proportionate and fit for purpose.

5 Conclusion

The proposed Memorandum of Understanding provides a clear, balanced and workable framework for Special Observer attendance by Employee Representative Bodies at Fire Authority meetings.

It supports the Authority's aim of maintaining constructive employee relations and transparent governance, while preserving the Authority's legal, constitutional and decision-making responsibilities.

Formal approval and adoption of the MoU would provide clarity for all parties and enable the arrangements to be implemented on a defined and reviewable basis.

6 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.

7 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.

The draft MoU has been developed through engagement with recognised Employee Representative Bodies.

Comments received during the drafting process have informed the final proposed version, including refinement of provisions relating to:

- participation on substantive agenda items;
- written representations;
- the exercise of discretion by the Chair or the Authority; and
- transparency where participation is materially affected.

The attached draft is presented as the proposed final version for formal approval and adoption by the Authority.

8 Financial Implications

There are no significant direct financial implications arising from adoption of the MoU.

Any facility time or release arrangements for employees acting as Special Observers will be managed through existing local arrangements, policies and operational planning.

9 Legal Comment

There are no direct legal implications arising from the proposals set out in this report. The Memorandum of Understanding has been drafted to ensure that it does not fetter the Authority's statutory functions or alters its decision-making functions. The purpose of the Memorandum of Understanding is to provide transparency to representative bodies and embody the spirit of collaboration between Members and the workforce; Members retain full responsibility for decision-making.

The Memorandum of Understanding sets out a structured framework for representative bodies which is compatible with the Authority's existing governance arrangements. It preserves the Authority's discretion to regulate proceedings, provided that such discretion is exercised lawfully, reasonably and proportionately.

Whilst the Memorandum of Understanding is not legally binding, it provides a mutually agreed framework which is clear and transparent and, applied consistently, will ensure clear strengthened participation arrangements for representative bodies.

Implementation of the arrangements must continue to comply with relevant employment and equality legislation, including (but not limited to) the Equality Act 2010, Trade Union and Labour Relations (Consolidation) Act 1992, and the Trade Union Act 2016.

Legal advice will continue to be provided as required during implementation and review.

10 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.

11 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.

12 Community Safety

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

13 Environmental

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

14 Equality Impact Assessment

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

15 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.

16 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.

17 ICT

There are no ICT impacts arising from this report

18 Insurance

There are no insurance impacts arising from this report.

19 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.

20 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.

21 Reputation

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

22 Security

There are no security impacts arising from this report.

23 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.

24 Appendix

Memorandum of Understanding – Special Observer Role

25 Background Papers

Shropshire and Wrekin Fire and Rescue Authority

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

DRAFT Memorandum of Understanding Special Observer Attendance by Employee Representative Bodies at Authority Meetings

Parties

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 **under** which the Authority grants **Special Observer status** to **nominated** ERB representatives to attend and participate in:
meetings
 - **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**
 - **support positive organisational culture, transparency and workforce confidence in governance, consistent with HMICFRS and NFCC expectations; 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 **a clear** and **consistent framework** and will be co-produced, **kept under review** and maintained by the parties in **a** spirit of openness, **respect** and **constructive engagement**.

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 a person nominated by an ERB in accordance with section 6 **to attend in place of its Special Observer.**
- **“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 **do not form** 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, **an ERB** should **give** notice of attendance (**by the** Special Observer or **a** Named Substitute) no later than **five** 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 **agenda** items that are not confidential or exempt.
- 7.2 Special Observers may be asked to withdraw for:
- items considered in private session; or
 - any **substantive** agenda item where the Authority **lawfully** resolves to exclude attendees **because the information is** confidential **or** exempt, or **on any** other lawful **ground**.

8. Participation Rights (What "Participate" Means)

- 8.1 Special Observers may participate in the business of the meeting **as follows**:
- speak on **each substantive** agenda **item, subject to reasonable time limits and relevance, as directed by the** Chair;
 - offer workforce **and** employee-relations context relevant to the paper under discussion; **and**
 - respond to factual questions from Members (through the Chair) **; and**).
- **submit written representations in advance of the meeting, which will be circulated with the agenda where practicable.**

- 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, **relevance and reasonable** time limits **for** contributions **so that** meetings remain effective, orderly **and focused, but will not unreasonably prevent a Special Observer from speaking on a substantive agenda item in accordance with clause 8.1.**

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 **all or part of a meeting where this is lawful, reasonable and proportionate, and consistent with** the **principles and purpose of this MoU**, 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 Where the Chair exercises this discretion and it materially affects participation, the reasons will be recorded in the minutes and communicated to the relevant ERB where appropriate.

9.3 Special Observers agree to behave in a respectful, professional manner and to support an environment conducive to constructive dialogue.

9.4 Any concern about the use of the Chair's discretion may be referred to the Clerk or Monitoring Officer.

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.

Any

Where the Authority provides additional papers (**for example**, officer briefings or supplementary information) will be **provided** at the discretion of the Clerk **and/or** Chair, subject to **applicable legal requirements, confidentiality and data protection obligations. Any decision to withhold such papers will be lawful, reasonable and proportionate and, so far as practicable, consistent with the principles and purpose of this MoU. Where withholding materially affects a Special Observer's ability to participate in**

an agenda item, the reason will be recorded and communicated to the relevant ERB where appropriate.

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;
- the disclosure, retention and handling of information must comply with applicable data protection **law**.

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, **subject to** any operational **limit** under **clause** 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 **under** this MoU, the parties will seek to resolve it informally in the first instance through **discussion between** the Clerk **or** Monitoring Officer (or nominee) and **the relevant** ERB local **secretary or representative**.

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 (in accordance with the Employee Relations Framework).**

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 **or** policy framework to support this review.

15.4 **Any amendment to this MoU** must be agreed in writing by the parties, **through** the Clerk **or** Monitoring Officer for the Authority and **the** authorised representatives **of the ERBs**.

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 **this is lawful, reasonable and proportionate and** 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.

16.4 Except in cases of serious misconduct, the decision to suspend or withdraw Special Observer status will follow a proportionate process which will include notification and the opportunity to respond.

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 on statutory functions or lawful meeting management:** Nothing in this MoU limits the Authority's **ability to discharge its statutory obligations, manage information lawfully, or regulate the conduct of its meetings. Any exercise of discretion under this clause will be reasonable and proportionate and, so far as practicable, consistent with the principles and purpose of this MoU. Where the exercise of that discretion materially affects the participation of a Special Observer, the reasons will be recorded and communicated to the relevant ERB where appropriate.**

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 Named 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): _____

Execution

Signed for and on behalf of **Shropshire and Wrekin Fire Authority**

Name: _____

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

Signature: _____

Date: _____

Signed for and on behalf of **FBU**

Name: _____

Title: _____

Signature: _____

Date: _____

Signed for and on behalf of **FLA**

Name: _____

Title: _____

Signature: _____

Date: _____

Signed for and on behalf of **FRSA**

Name: _____

Title: _____

Signature: _____

Date: _____

Signed for and on behalf of **UNISON**

Name: _____

Title: _____

Signature: _____

Date: _____

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