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To: All Members

Dear Brother/Sister

Resilience/Contingency Agreements/Contracts

All Fire Brigades Union members will be aware of the scale of challenges we face over the coming months. We face attacks on our conditions of service, pay and our collective bargaining mechanisms. The very future of our profession and service is at stake.

In this context we are aware that a number of Fire and Rescue Services are again discussing the issues of 'contingency' or 'resilience' arrangements.

In some services, individuals have been approached regarding proposed 'resilience' or 'contingency' contracts. These contracts are designed to ensure that certain individual employees provide additional emergency cover in certain situations.

The justification for these contracts is often claimed to be the threat of major terrorist incidents, major flooding incidents, large scale wildfires or disease epidemic/pandemic. However, it is well known that the real intention is to provide cover in the event of industrial action by the FBU.

We are also aware that in a number of cases, 'resilience' or 'contingency' contracts have been drawn up without any discussion with local officials of the Union.

In this context we are continuing to look at the many serious implications of the various proposals, and at this time we recommend in the strongest possible terms that members should give no indication to principal managers of whether you would be willing to sign any such document.

We recommend that any such approaches are reported to local officials of the Union who can discuss the matter with principal managers or their negotiators.

The FBU and our lawyers have a number of grave concerns with many aspects of what is being proposed both for the Union, the Service and most important of all, for individual members.

Our concerns include:

- The implications for the individual's existing contract posed by the signing of a 'resilience' or 'contingency' contract.
- The inappropriate terms and conditions being offered.
- The silence on a number of key employment matters.

We urge members not to sign such contracts whilst the FBU continues to look at the legal and Industrial issues involved.

A number of members have also approached the union for legal clarification in relation to resilience agreements that may already be in existence and whether they are bound by them indefinitely.

The union has been provided with examples of these agreements and those sighted all contain a paragraph or a section in relation to the termination of those agreements. They normally detail that to terminate the resilience agreement notification of between 3 – 6 months (dependent on the specific notification period within the agreement) is required to be given to the employer by the employee that they are terminating the agreement. The circumstances may be different dependent on the detail of the agreement but members are therefore legally able to withdraw from any resilience agreement that they have signed by simply complying with the notification of termination clause.

These agreements are made with individuals not through collective bargaining. It is therefore solely the decision of the individual as to whether they terminate a resilience agreement or not.

This circular is not intended to encourage members to terminate any resilience agreement they may have signed. This circular is provided simply to inform members of their legal position in light of the questions raised by members with the union.

Yours in unity,

A handwritten signature in black ink, appearing to read 'Mark Rowe', with a stylized flourish at the end.

Mark Rowe
National Officer

MR/jr