Collective Agreement

A Collective Agreement between Greater Manchester Combined Authority (GMCA) and the Fire Brigades Union (FBU) on the response to a Marauding Terrorist Attack (MTA)

December 2021

GREATER MANCHESTER
FIRE AND RESCUE SERVICE

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A Collective Agreement between Greater Manchester Combined Authority (GMCA) and the Fire Brigades Union (FBU) on the response to a Marauding Terrorist Attack (MTA).

Details of the Parties:

The **Greater Manchester Combined Authority** (GMCA) is the fire and rescue authority for the area of Greater Manchester and responsible for fire and rescue service provision in Greater Manchester. The GMCA is the employer of all Greater Manchester Fire and Rescue Service (GMFRS) staff. Fire and rescue functions in Greater Manchester are functions of the GMCA, exercisable by the elected Mayor for Greater Manchester (with some powers delegated by the Mayor to the Deputy Mayor for Policing and Crime).

The **Fire Brigades Union** (FBU) is a trade union that represents firefighters (FFs) and other employees employed by GMFRS. The FBU is one of the UK's oldest specialist trade unions, supporting FFs since 1918. Nationally it represents around 34,000 members of staff in the fire and rescue service, including control staff and retained FFs.

The Greater Manchester Brigade Committee of the FBU negotiates and consults on matters affecting FBU members employed by GMFRS.

Details of the Collective Agreement

Agreement on the content of this agreement was reached by the GMCA and the Greater Manchester Brigade Committee of the FBU, on [DATE TO BE INSERTED].

Signature of authorised Greater Manchester Brigade Committee Representative:

Signature: …… Fire Brigades Union Date: ……

Signature of authorised GMCA Representative:

Signature: …… GMFRS Chief Fire Officer Date: ……

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1 Agreed Principles

1.1 To meet the statutory duties placed upon the GMCA and in addressing the role of the GMCA as set out in this Collective Agreement and through that, meet the needs and provide a better service to Greater Manchester and its many communities, an appropriate skills-based payment will be put in place. The details of the skills-based payment are set out in Appendix B to this agreement. This provides greater flexibility and adaptability as GMFRS responds to the threats, challenges, and opportunities ahead.

1.2 GMCA recognises the duties and powers held by fire and rescue services in relation to incidents of terrorism, particularly the necessity to act in order to save life as set out in Section 11 of the Fire and Rescue Services Act 2004. It also understands its duty under Section 2 of the Civil Contingencies Act 2004 to plan, advise and assess for risks within the National Risk Assessment.

1.3 GMCA and the Greater Manchester Brigade Committee of the FBU accept that the response to an MTA incident is often complex, fast paced and with significant variation in the type of attack methodology deployed. For example, the challenge posed to the emergency services by an individual with a knife is significantly different to that posed by a group of well trained, well equipped, and highly motivated terrorists. To reflect this complexity, GMFRS has adopted a new concept of operations which is based on a 'tiered' response. This Collective Agreement only applies to Levels 1 and 2, which are outlined in Appendix A.

1.4 In the event of a national agreement at the NJC being reached, both parties commit to implement the nationally agreed arrangements and will revise this Collective Agreement in light of any such national agreement.

1.5 Both parties are committed to high standards of health and safety. As with all activities, arrangements are the subject of periodic and event-based reviews and includes risk assessments. If there is disagreement between the parties, existing structures will be used to facilitate resolution.

1.6 This Collective Agreement reflects the needs of a changing society and emerging risk profile both within Greater Manchester and across the United Kingdom.

2 Terms and Conditions of Employment

2.1 The terms and conditions of employment for FFs within GMCA should be appropriate to the requirements of the GMCA to meet new and emerging challenges. The justification for the skills-based payment is set out in the agreed principles of this Collective Agreement.

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2.2 Where this Collective Agreement uses the term FF this is taken to mean all staff who have their terms and conditions of employment represented by the National Joint Council for Local Authority Fire and Rescue Services Scheme of Conditions of Service Sixth Edition 2004. This Collective Agreement will apply to all roles from FF to Area Manager (AM) within GMFRS regardless of the workplace to which they are attached.

2.3 When responding to incidents as described within this Collective Agreement, GMFRS personnel will always remain under the command, control, and supervision of competent fire commanders.

3 Negotiation and Consultation

3.1 The Greater Manchester Brigade Committee of the FBU is recognised for the purposes of collective consultation and negotiation for those matters which have a significant impact on the groups of employees represented by the FBU.

3.2 This exercise through the machinery and forums for negotiation or consultation and other procedures relating to these, including the recognition by the GMCA of the right of a Trade Union to represent employees in such negotiation or consultation or in the carrying out of such procedures.

Such rights to negotiate and consult relate to any of the following matters:

Terms and Conditions of employment, including their reference to pay.

- Allocation of work or the duties of employment between employees or groups of employees.
- All policies and procedures related to conditions of employment.
- Facilities for accredited representatives of Trade Unions.

4 Training

4.1 All staff from FF to AM will be appropriately trained (including maintenance training), equipped and supported to undertake agreed MTA activities.

4.2 For the avoidance of doubt, this training will commence with effect from the date of this Agreement and all FFs up to and including the rank of AM will be trained to operate as Level 1 and Level 2 responders as set out in Appendix A.

4.3 All ranks from FFs to AM will be trained to operate as part of a multi-agency response to an MTA incident as agreed between the GMCA and FBU.

4.4 All training and specialist equipment including Personal Protective Equipment (PPE) will routinely be updated and refreshed in line with normal GMFRS policy requirements and operational practices within GMFRS.

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5 Policies and Procedures

5.1 Detailed policies and procedures will be developed to underpin the response to an MTA as outlined within this Collective Agreement.

5.2 Progress against the policy development and agreement and the subsequent implementation of all associated activities will be monitored and reviewed through existing structures.

6 Protecting Greater Manchester

6.1 The areas of work outlined in this Collective Agreement will further strengthen the position of GMFRS at the heart of the communities it serves. The response arrangements outlined in this agreement will enable the GMCA to meet its statutory obligations and increase the value it adds to keeping Greater Manchester and its vibrant and diverse communities safe.

6.2 GMFRS seeks to achieve a Level 1 and Level 2 MTA response capability. In recognition of the additional skill requirement, an appropriate skills-based payment will be paid to all roles from FF to AM from 1 April 2022.

6.3 All Fire Stations within GMFRS will provide a Level 1 and 2 capability.

7 Response to Terrorist Activity – Mass Casualty Rescue (MCR) and Marauding Terrorist Attack (MTA)

7.1 The threat posed by both international and domestic terrorism remains a reality for those who live, work, or travel though Greater Manchester. The GMCA has a responsibility to provide an appropriate response to terrorist activity, including MTA incidents.

7.2 Accordingly, this Collective Agreement has the effect of ensuring the contractual requirement for appropriately trained and equipped FFs to AMs.

7.3 GMFRS will respond to a known incident which has one or more of the following (non – exhaustive list of) attack methodologies:

- Bladed weapon
- Vehicle as a weapon
- Improvised Explosive Device (IED)
- Grenades
- Firearms
- Siege
- Chemicals

7.4 In agreeing these attack methodologies, it is jointly acknowledged that they are likely to continue to evolve over the coming years, and therefore there is an ongoing

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requirement to keep the training required to safely respond to these attack methodologies (paragraph 7.3 above) under review.

7.5 All FFs in GMFRS, up to and including the rank of AM, will receive appropriate training and have access to suitable equipment to be deployed to MTA incidents.

7.6 In the event of a member of staff being killed or seriously injured as a consequence of attending a terrorist related incident, the GMCA shall use its best endeavors to facilitate any payments due to the staff member or estate under the Grey Book– Section 7, Firefighters Pension Scheme (FPS) and/or Firefighters Compensation Scheme (FCS) within 8 weeks.

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Appendix A: MCR and MTA Concept of Operations

A1 The current operating environment is complex and multifaceted. The attack methodology employed by those either inspired by an ideology or because of mental illness is now varied and very unpredictable. The preservation of savable life is a priority, but this will need to be balanced against the risk in relation to the attack methodology being used. Factors affecting the joint understanding of risk (JUR) and the establishment of zones, include attack methodology and the duration of the incident.

The hot zone is defined in MTA JOPs Edition 2 as:

> "An area assessed to contain a credible and continuing threat to life, including the presence of attackers with weapons."

Experience has shown that many incidences of MTA, for example where knives and vehicles are used, are resolved very quickly. In such circumstances it is unlikely that established zones will be put in place before the incident has been resolved. In such circumstances the overarching principles that will be applied are:

a. That no firefighter will be knowingly deployed into a situation where they will face physical attack on their person.

b. All firefighters will be expected to remove themselves so as not to sustain personal physical attack.

c. If safe to do so, all firefighters will be withdrawn from such a situation.

Where MTA incidents are of sufficient duration that appropriate zoning can be implemented, the intention will be that firefighters will not be deployed into the hot zone or would be subsequently withdrawn if the zone became hot. In all cases, the only delay to withdrawal would be in situations where withdrawal increases the exposure of firefighters to attack.

As a result of this complexity, a more holistic and intelligence led approach is required, which acknowledges activity explicitly linked to mass casualty rescue (MCR) while also acknowledging the need for specialist training and equipment.

A2 The broad attack methodologies outlined in paragraph 7.3 highlight the need for a more flexible and adaptable response. GMFRS will adopt a new 'tiered' approach. This agreement covers levels one and two which reflect the need for both an immediate capability along with a more specialist provision:

- Level 1–**Mass Casualty Rescue (MCR)**. Every frontline appliance will carry an MCR capability. This will include but is not exclusive of advanced trauma care equipment and fast evacuation stretchers. MCR includes responding to all incidents requiring the rescue and treatment of multiple casualties. This can include response to major incident types such as transportation accidents as well as low grade MTA incidents.

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- Level 2–**Specialist Response.** This level provides a similar capability to Level 1 but with the addition of ballistic protection to support the multi-agency response to a ‘known’ firearms attack or one involving more sophisticated weaponry. Along with Level 1, Level 2 will also provide a firefighting capability and all ranks from FF to AM will be trained to operate at level 1 and level 2.

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Appendix B: Skills-Based Payment

The skills-based payment is to be calculated and paid as follows:

i. All staff from FF to AM will be paid a skills based payment, which will be paid from 1 April 2022. FFs, Crew Managers (CMs) and Watch Managers (WMs) (or successor designations) will receive a payment of 2% based on their basic salary.

ii. Station Managers (SMs), Group Managers (GMs) and AMs (or successor designations) will receive a payment of 2% based on their basic salary including the flexi duty allowance where this applies.

iii. This payment will be paid as a separate allowance, which will be fully pensionable as permanent payment in the same way as basic salary.

iv. As a 2% allowance on basic pay, the value of the skills-based payment will adjust annually in line with the National Joint Council (NJC) pay award.

v. Staff outside of the FF to AM ranks will not be eligible to receive the MTA skills-based payment.

vi. For the avoidance of doubt, this is a skills-based payment and not an Additional Responsibility Allowance (ARA).