APPENDIX B

Letter to be sent by Brigade officials to local FRS on FBU headed notepaper

[Date]

Dear xxxx

Xzxzxzx FBU Brigade Committee's disappointment with the decision of the national employers to end the national agreement.

I write on behalf of the FBU Brigade Committee and members in Xzxzxzx.

We wish to express our extreme disappointment that on 13 January 2021, the national employers declared an end to the NJC agreement announced by way of NJC circular 7/20 on 9 December 2020.

The national employers notified fire and rescue services by way of Employers Circular 1/21. We are further concerned that the FBU:

- Was not given prior notice that the national employers would be bringing the agreement to an end;
- Was not provided with a copy of any employers' circular;
- Was not notified that the employers circular had been issued;

We note that false information has been disseminated by chief fire officers. Officials of the FBU have, through our internal structures, sought clarity as to the facts. The facts are these:

- The legacy tripartite agreement had been extended on a number of occasions in order to ensure that fire and rescue services could take the necessary steps to ensure that the agreement was fully implemented;
- On each occasion those deadlines for those extensions were missed - but were then followed by further discussions in order to avert the ending of the agreement;
- Toward the end of 2020, it became apparent that the NFCC had been advising fire and rescue services that it was choosing re-interpret key safety aspects of the agreement. Individual FRSs did not implement the agreement in line with the NFCC's position;
- The FBU took the view that rather than end the arrangements which had allowed FRSs to successfully assist the national response to the Covid pandemic that it would seek the continuation of the agreement via an NJC approach rather than through the Tripartite Group;
- This gave rise to the agreement promulgated on 9 December 2020;
- This new agreement identified that work would be undertaken to see if one of the control measures - refraining from work for a minimum of three days pending a negative result from a (PCR) test - could be supplemented or replaced and, accordingly, the agreement was extended until 11 January 2021 to allow that consideration;
- FBU officials were available at all times to undertake that consideration. There wasn't a single day when there was no official from the lead FBU team at Head Office to progress the work and there were a series of meetings where the matter was discussed;
- For the greater part of that period the discussion took place on the specific revised wording of the risk assessment. Those discussions took place between our lead national officer on Covid risk assessments and a representative assigned by the NFCC (the employers' side having 'outsourced' their contribution to the joint consideration to the NFCC).

- **The two key sticking points were:**
  - **that the FBU held the view that in the unlikely circumstance of there being no test available for the firefighter to take <u>at the point at which he/she returned</u> to the FRS workplace from, say, ambulance activities - that the firefighter should refrain from work for a minimum of three days pending a negative test result. The employers/NFCC refused to accept the point and could or would not state what would happen in that circumstance;**
  - **that the NFCC wanted the control measures to track and mimic any similar control measure that operated in the health sector. The FBU held the view that it was not appropriate for control measures in the fire sector to automatically mirror changes which may be made in another sector over which the fire sector (and individual fire service employer) has no control. In addition, for the fire sector the control measures in question are primarily to address transmission between workplaces whereas that is not the case in the health sector.**
- On 11 January 2021, with the deadline approaching at midnight, the FBU supplied the employers with a wording of an agreement for consideration;
- The FBU was informed that the employers would need to confer (which of course is entirely understandable);
- At close of business on 12 January 2021, the FBU was notified of the outcome of the employers' consultation on the wording suggested by the FBU and was provided with a form of words proposed by the employers;
- *At this juncture it is appropriate to state three points:*
  - *The employers did not suggest, indicate, or state that they would be implementing the deadline of 11 January 2021.*
  - *They did not do that on 11 January 2021; nor on 12 January. They did not do so on 13 January either.*
  - *Quite the opposite – they continued the negotiation/discussion process throughout that whole period.*
- The FBU received an email from the employers' side stating the employers had been told that they should expect to be notified of the FBU's view by 17:00.
- *For the avoidance of doubt:*
  - *the marker time of 17:00 was not the result of any kind of dialogue or discussion with the FBU;*
  - *there was no indication given to the FBU whatsoever that the employers took the view that an absence of agreement at or before that time would be taken to mean that talks had broken down;*
- The FBU was able to meet to consider the document provided by the employers at 17:25 on 13 January.
- Later that evening, the FBU notified the employers of the outcome of the FBU discussion with suggestions as to what might break the impasse. The FBU was informed that the employers would not be able to agree with those suggestions;
- It was only **later** that evening, as a consequence of messages received by the FBU from members and officials that the FBU then discovered that:
  - The employers had already distributed Employers Circular 01/21 (which unilaterally ended the agreement) nearly two hours prior to the discussion between the FBU and the employers that evening;
  - The NFCC had issued its own (unagreed) risk assessments over 1 hour prior to that discussion between the FBU and the employers.

For the further avoidance of any doubt:

- The FBU was still seeking to find a means to reach agreement when it discovered that the employers and the NFCC between them had ended the agreement;
- The employers gave no indication that they had issued their notices;
- There was no indication given to the FBU by the NFCC that it would be sending out their risk assessments;
- Contrary to disinformation mentioned by some chief fire officers to their respective local FBU reps there was no delay in discussions caused by FBU officials leave or other absence. Such comments are outright lies:
  - Lead head officials were <u>available throughout the period</u> from 9 December 2020 – 13 January 2021;
  - A series of meetings took place to discuss the risk assessment between 9 December and the start of the holiday period as well as a broader discussion which took place on 23 December 2020.
  - As well as email communications between the two sides at least one (video-conference) meeting between lead Head Office officials and the employers took place during the holiday break - on 31 December 2020.
  - One lead official did take leave on 8 January. The GS was available all that day and was also (along with a number of EC members) in a video-conference meeting with lead representatives of the employers' side of the NJC that day;
  - One lead official did take leave on 11 and 12 January. The AGS was available and in communication with the employers' side during 11 January including the provision of a document with a proposed wording to try to reach agreement; The AGS was available on 12 January whilst the employers' side continued their consideration.

These are the facts of the case. The agreement was ended by the national employers unilaterally in conjunction with the NFCC. It was not ended by the FBU. It was not ended by mutual agreement with the FBU. It was ended without even notifying the FBU.

Yours sincerely

[name of official]
[FBU position]