

NATIONAL EMPLOYERS' FREQUENTLY ASKED QUESTIONS *(WITH FBU COMMENTS SHOWN IN RED and ITALICS)*

Q1. When did the NJC interim agreement end?

The Agreement was put in place to allow a period of one month during which it was hoped agreement could be reached with the FBU on an alternative to a particular control measure. The end date was identified in the agreement – 11 January 2021:

'This interim agreement will operate for up to one month (until Monday 11th January 2021) and will ensure that the additional work activities will continue to remain available to those FRA/FRSs who utilise this agreement.'

'This will allow time for a review of testing arrangements and/or the availability of vaccination for Grey Book personnel to take place with a view to identifying an alternative approach to the non-attendance at a fire service premises for 3 days pending a test and a negative result in that test, which currently relates to a risk assessment control measure for ambulance driving/working as part of an ambulance crew activities, those activities delivered within care homes, face fitting where the activity takes place in a care home or hospital and handling of dead bodies. Should the review successfully conclude, or vaccination for Grey Book personnel become available, sooner than 11th January the alternative approach will take effect at that time.'

FBU: The agreement ended when the national employers issued their Employers circular 1/21 at 18:21 on 13 January 2021. This was done unilaterally by the national employers, without prior notification to the FBU and, it is clear, in collaboration with the NFCC.

Q2. Is it true the employers walked away from the NJC agreement?

Absolutely not. As set out within the agreement itself, the agreement came to an end on 11 January. Despite best endeavours and intense joint discussion, it was simply not possible to achieve the aim of the review. Therefore, it no longer existed to walk away from.

FBU: This assertion by the employers is untrue. The national employers unilaterally ended the agreement when they issued their Employers circular 1/21 at 18:21 on 13 January 2021. This was issued without notice to the FBU and the employers didn't even notify the FBU that they had done so. Indeed, the employers have still never provided their circular to the FBU.

The national employers had been provided, by the FBU, with a possible way through the impasse on 11 January. FBU negotiators were told that the employers would not be able to consider it or respond until 12 January. The employers did respond at circa 17:00 on 12 January. On 13 January, well before the employers issued their circular, the FBU notified the employers that the FBU was considering the employers' response.

The employers did not need to issue their circular. On a previous occasion the pre-existing Tripartite national agreement had formally ended on 19 November 2020, yet both sides continued talking - without ending the agreement for a period of 20 days whilst both sides sought to hammer out an end to the impasse between them.

Q3. Why not just carry on talking?

We did. But we couldn't do so indefinitely. The COVID pandemic is at its height and it is imperative that we offer as much support as possible to partner organisations such as the NHS and ambulance services as well as members of our communities. We wanted to do so on a national basis so held off on any announcement while we continued to discuss the possibility of a national agreement. But with rapidly increasing calls for help it was impossible to maintain that position past the evening of 13 January. The National Employers are open to joint discussion going forward.

FBU: It is perverse for the employers to say that they were trying to assist partner agencies. They unilaterally ended the NJC agreement which was the mechanism through which assistance to those agencies was made available.

Q4. Are the National Employers still open to talks?

Yes, it remains open to talks. But in the absence of a national agreement we had to recognise that given the urgency of the requests for support including with mass community testing and mass community vaccination, local fire and rescue authorities and services need to be able to respond to such requests now.

FBU: The key issue is protecting fire service personnel, fire service business continuity, the public and vulnerable members of firefighters' households. It is glib for the employers to say they are open to an agreement – when it was their refusal to provide adequate safeguards which led to the impasse between both sides. The employers chose to end the agreement rather than to hammer out arrangements which could have seen it continue.

If the employers are open to talks, why have they not yet taken up the offer from the FBU for talks to proceed immediately?

Q5. The FBU say the National Employers did not make them aware of its position, is that true?

Following intense negotiation in the month up to 11 January (the end of the agreement), the National Employers continued to engage in joint discussion with the clear intention of being able to secure an agreed way forward.

Even after the agreement expired, the employers continued to engage with the FBU to see if an agreed way forward could be identified building upon the first draft of an agreement the employers had provided on 7 January. It was made clear on the 12 January that amendments incorporated after the FBU detailed response on the evening of 11 January, represented the employers' final position. Given the interim agreement had ended, an urgent response was sought. The employers were clear that it would need to communicate with FRAs and FRSs advising them of the outcome one way or the other by 5.00p.m. on 13 January.

FBU: It is disappointing that the national employers are spinning this. The employers did communicate with the FBU as described. They simply asked to be notified of the FBU's position. This is very different from saying that if the FBU couldn't agree, in full at that point, the employers would be ending the discussions and ending the agreement.

Q6. You talk about the importance of vaccinating members of the community, what about firefighters?

The new 'Parity of Health Surveillance' approach would also extend to vaccination should that become a pre-requisite for the activity as FRS staff will be afforded the same level of protection and health surveillance as the partner agency staff. This will include vaccination when driving ambulances or when working at a vaccination centre. This has not been confirmed for any other activity at present. However, the reference to parity future proofs the Risk Assessment should the situation change – this was an intentional inclusion within the document. We will also continue to support priority vaccination for firefighters as an occupational group.

FBU: The FBU rejects the NFCC's "parity of health surveillance approach". This is explained in respect of Question 7 below.

The FBU calls for firefighters as an occupational group to be prioritised along with other key public-facing occupational groups. The FBU has written to ministers on this fact as early as 20 March 2020.

However, as ministers and experts across the UK make clear – whilst the vaccine should mean that those who are vaccinated don't become seriously ill with life-threatening symptoms – The wider impact on the spread of the virus is not known. This means that vaccination protects the individual but that protection is not provided for those (non-vaccinated) who work and/or live with that person.

Q7. What does 'Parity of Health Surveillance' mean?

All FRS volunteers must be afforded the same health surveillance (testing) arrangements as the partner agency employees/volunteers they are working with in respect of the activity undertaken. If not provided, the activity should not be undertaken. The Risk Assessment for the specific activity sets out the current arrangements that should be secured prior to commencement of the activity. The health surveillance arrangements for the specific activity would also continue for a period of 10 days on return to the FRS workplace. For example, the Health Surveillance arrangements in place for the activity Ambulance Driving and Patient/Ambulance Personnel Support limited to current competence (not additional FRS First or Co Responding) as of the 1st of January 2021 are 2 Lateral Flow Tests per week. The health service comparator is Ambulance Technician/Paramedic AACE). Personnel should be tested twice weekly every three to four days to fit with shift patterns and leave requirements.

FBU: The FBU rejects the NFCC's "parity of health surveillance approach" and for good reason. It means that what happens in the other sectors automatically is adopted by the fire sector. This is not appropriate. The arrangements in the health sector are not designed to account for transfer of personnel between workplaces (i.e. between ambulance services, health & care settings and fire stations/ fire workplaces).

The varying control measures used in other sectors is geared to a different risk to the risks which need to be addressed for firefighters returning to fire service duties.

No employer can or should automatically adopt control measures or risk management decisions determined by another sector.

Moreover, despite high regard for safety and health by highly committed and dedicated workers in the health sector over 600 health workers have died since the Covid outbreak in the UK.

The control measures identified by the FBU have kept the fire sector comparably safe whilst allowing Covid-related support to other high-risk sectors since last March.

Q8. What happens if parity isn't provided or insufficient tests are available?

The position is very clear, if parity isn't provided or insufficient tests are available at the outset, then the activity would not take place.

FBU: That is ok so far as it goes. But it doesn't account for the situation, identified by the FBU and through the risk assessment process, i.e. when the activity has begun to take place/taken place, and if the firefighter is set to return to the FRS workplace - and at that time the test (kit) has become not available. The FBU position is/was that in that situation the firefighter should refrain from work until a negative result from a PCR test, taken no sooner than 3 days following cessation of the activity was achieved. The national employers (and NFCC) refused to commit to that reasonable position. A firefighter cannot be left in limbo in this circumstance - whereby he/she is left with two choices: refrain from work and face discipline or attend the fire workplace and risk infecting colleagues. This is not acceptable.

Q9. Where can I see the revised risk assessments for the affected activities?

The risk assessments can be found on the [NFCC website](#).

FBU: For the reasons explained above, the NFCC risk assessments (and the national employers' adoption of them) was the obstacle to extending the agreement prior to the employers' side ending the agreement.

Q10. Why did the National Employers ask the NFCC to advise upon and develop the revised risk assessments on their behalf for the affected activities?

The National Employers asked the NFCC to advise upon and develop the revised risk assessments as the professionals best placed to develop appropriate best practice risk assessments, mindful of our responsibilities to employees in terms of health and safety. The NFCC had the relevant individuals in place with qualifications and experience and the support of Chief Fire Officers and specialist employer advisers across the UK. Consultation also took place with all fire service trade unions. Any local variation to the best practice risk assessments would be made when reviewed through the usual local health and safety process and the necessary production of specific local risk assessments.

FBU: Whilst it is understandable that technical operational tactical/procedural matters are more appropriate for the NFCC to advise on, the issues at stake here were/are an employment matter applied as a control measure to a hazard and risk. The NFCC is not the employer and is not an organisation representing employers.

Q11. What was wrong with the existing control measure?

Through the predecessor tripartite agreement between the National Employers, NFCC and FBU it was recommended that for some activities an FRS detach the employee whenever possible from other fire service duties for the duration of the assistance he/she provides which can be broadly described as:

- Forming a part of an ambulance crew;
- Working with dead bodies (mortuary assistance);
- Working in hospitals;
- Working in care homes.

Following the cessation of any detachment to perform such an activity an employee, as a condition of volunteering, would be put forward for a test to take place no sooner than 3 days following that cessation and not return to work until a negative result is received.

When that agreement ended and was replaced by an NJC agreement the provision carried over but in the context of reviewing this aspect 'with a view to identifying an alternative approach' and to do so by 11 January 2021.

The National Employers received advice from the NFCC and specialist employer advisers that the existing control measure and any variation on isolation is no longer necessary given the much-improved position around availability of testing since the original control measure was agreed many months ago. 10,000 Lateral flow tests per week have been secured by fire and rescue services to undertake this support work notwithstanding the access to tests secured through the requesting partner. There is a facility for employers of essential workers (including FRS staff) to directly refer employees for a PCR test but this is restricted to those employees self-isolating because they or members of their household have Coronavirus symptoms.

FBU: Since 13 January serious questions have arisen in respect of Lateral Flow Tests by a number of leading health and scientific experts. However, the differences of opinion prior to then were confined to the issues of a) what would happen if the test (kit) was physically not available at the point of return to FRS workplace and b) automatically tracking the control measures used in other sectors (outsourcing).

They may seem narrow – and they are - but they are extremely important. It is not acceptable for the employers to leave firefighters in limbo and nor should the employers outsource employment matters to those responsible for other sectors.

Q12. What is the position in respect of my pension?

You are volunteering to assist your service's response to the pandemic, thereby agreeing to undertake a variation to your normal duties following a reasonable request by your employer. You are therefore undertaking authorised duty within the context of your existing contract and the pension scheme rules.

FBU: The employers have mentioned the pension scheme. Many employees, particularly firefighters are not members of any of the firefighters' pension schemes. However, all firefighters are covered by the Firefighters Compensation Scheme* (FCS). It is the compensation scheme which is relevant in respect of retirement or death arising from injuries/illnesses.

The issue is of concern because it is at the point of retirement that the FBU and its members find that the employing FRS and/or those responsible for administering the pension scheme (read: 'relevant government department') challenge whether the firefighter is eligible for the payments that he/she has been led to believe they will receive.

The surest way of achieving this certainty is for the activity to be contained within a national agreement between the two sides of the NJC that states that the activity is, for a specified duration, and subject to specific conditions, contractual for firefighters.

Q13. Do I have to take part in the activities?

No, it remains the case that it is a matter for individual employees to decide whether or not they wish to volunteer. Given the exceptional pandemic situation, the employers are keen that sufficient employees do volunteer and that those already volunteering continue to do so.

FBU: The FBU is committed to reaching an agreement. But it must be on the right terms which protects the safety, health and employment of firefighters. We urge the employers to re-engage in those discussions with urgency.

*

[160938COVS \(legislation.gov.uk\)](#) (England)

[The Firefighters' Compensation Scheme \(Scotland\) Order 2006 \(legislation.gov.uk\)](#)

[The Firefighters' Compensation Scheme \(Wales\) Order 2007 \(legislation.gov.uk\)](#)

[The Firefighters' Compensation Scheme Order \(Northern Ireland\) 2007 \(legislation.gov.uk\)](#)