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NATIONAL JOINT COUNCIL FOR LOCAL AUTHORITY FIRE AND RESCUE SERVICES

**To: Chief Fire Officers
Chief Executives/Clerks to Fire Authorities
Chairs of Fire Authorities
Directors of HR (Fire Authorities)**

Members of the National Joint Council

4 September 2013

CIRCULAR NJC/09/13

Dear Sir/Madam,

FBU trade dispute

1. You will be aware of the outcome of the FBU's ballot for strike action in respect of the trade dispute between the FBU and the Governments of England, Scotland and Wales.
2. The NJC invests considerable time and effort into maintaining and improving industrial relations, jointly supporting a positive approach to resolving and managing difficulties and disagreements both at national and local level.
3. Therefore the NJC Joint Secretariat together with appropriate parties in England, Scotland and Wales have explored the possibility of providing a protocol, by agreement, in respect of a major incident during any periods of strike action relating to this dispute.
4. We write to advise you that strategic framework agreements to facilitate and assist detailed discussion at local level have now been agreed.

Appendix 1 relates to England.

Appendix 2 relates to Scotland.

Appendix 3 relates to Wales.

5. Northern Ireland is not covered by the current strike action ballot. Should a ballot take place similar discussions will be held in respect of the position in Northern Ireland.
6. We therefore encourage the local parties to meet urgently to discuss implementation.

Yours faithfully

**SIMON PANNELL
MATT WRACK**
Joint Secretaries

**AGREEMENT BETWEEN FBU, DCLG AND THE NATIONAL EMPLOYERS UPON
RESPONSES TO MAJOR INCIDENTS DURING PERIODS OF STRIKE ACTION ("the
Agreement")**

1. This Agreement arises from discussions between the Chief Fire and Rescue Adviser in England, the National Employers (the Representative National Organisation of Employers for Local Authorities Fire and Rescue Services) and the Fire Brigades Union (FBU). It confirms the circumstances in which striking fire personnel respond to any major incident (defined at Annex B) anywhere in England where strike action is taking place and during periods of strike action.
2. Fire and rescue authorities have statutory responsibilities to put in place business continuity arrangements to ensure they can respond to emergencies. This means it is essential that, as far as is possible, fire and rescue authorities through their Chief Fire Officers put, and keep, arrangements in place which will allow available people and equipment resources to respond to incidents in a safe and co-ordinated way. Accordingly, the Chief Fire Officer will determine the resources necessary to attend incidents.
3. For major incidents, in accordance with this agreement, the Chief Officer will make arrangements to achieve this via discussion through normal negotiating machinery and Health and Safety committees. FBU officials will be ready to respond to an approach by Chief Fire Officers and will assist in drawing up a practical procedural note that allows the implementation of the principles within this agreement. Annex A to this memorandum sets out the agreed framework for achieving reasonably satisfactory levels of cover. Chief Fire Officers will ensure there is sufficient trade union facilities time to allow such discussions to take place. All Fire and Rescue Authorities are expected to make arrangements to implement this Agreement.
4. It is agreed that there must be established locally agreed arrangements, which would implement the principles within the agreement to best ensure a co-ordinated professional approach.

5. FBU exempts from strike action firefighters and operational managers who would be willing, under the conditions of this Agreement, to respond to major incidents when such incidents occur. Return to duty as outlined in this agreement shall be voluntary and striking fire-fighters shall be given reasonable access to fire stations and other workplaces during strike action to facilitate this agreement. This is to be achieved through the mobilisation arrangements agreed locally.
6. The following will apply:
 - Any person on strike that does respond to major incidents in accordance with Annex A will be enabled to do so using the normal range of appliances and resources available to the fire and rescue service.
 - The mobilisation method will be agreed locally.
7. Fire and rescue authorities will allow striking fire-fighters to have reasonable access to stations and other workplaces and to establish a robust means of direct communication between them and the emergency fire control centres. This will ensure that they are able to respond in good time and with immediate access to personal protective equipment and other equipment (including RPE Respiratory Protective Equipment.) This will also allow notifications of incidents and turnout arrangements to be as effective as possible for both initial and make-up responses.
8. It should be noted that any responses will be on a voluntary basis. Neither FBU nor fire and rescue authorities will require or compel any personnel to volunteer to attend a major incident. It is agreed that in respect of pay, pension, insurance, liability and other employment issues, members of the fire and rescue service who return to duty in these circumstances will be treated for all purposes as being on duty.
9. It is recognised by all parties that all striking personnel will have continuity of service and in accordance with the pensions scheme regulations:
 - a. continued membership of their respective pension scheme; and
 - b. the ability to purchase back pensionable service relating to strike action.
10. FBU will ensure that in each fire and rescue service there are officials who are aware of and willing to contribute to introducing local arrangements along the above lines.

This shall not alter the FBU call to their members to take strike action pursuant to the ballot mandate.

11. Fire and rescue authorities will ensure implementation of these arrangements as a matter of urgency and notify the Chief Fire and Rescue Adviser by e-mail, copied to the National Employers, to confirm that has happened.
12. Fire and rescue authorities shall then notify the Chief Fire and Rescue Adviser by e-mail as soon as they have reasonably satisfactory arrangements in place, copied to the National Employers.
13. It is agreed that this Agreement and all steps taken and arrangements made under this Agreement will not affect the continuing nature of the FBU industrial action as strike action in accordance with the FBU ballot mandate dated 29th August 2013 of which notice has been given to the employers.

Signed by Matt Wrack



4 September 2013

(Signature)(Date).....

on behalf of the Fire Brigades Union

Signed by Peter Holland



4 September 2013

(Signature)(Date).....

on behalf of the Department of Communities and Local Government (DCLG)

Signed by Simon Pannell



4 September 2013

(Signature)(Date).....

on behalf of the National Employers

RESPONSE TO MAJOR INCIDENTS DURING PERIODS OF STRIKE ACTION

Introduction

1. By virtue of the Agreement the FBU will support an initial response from striking fire-fighters to deal with a major incident as defined in Annex B. The FBU has also agreed that further support may be able to be given, also on a voluntary basis, by other striking members in the same fire and rescue authorities and that mutual support through cross-border assistance from the initial response teams in other fire and rescue authorities will be possible through these arrangements.
2. The FBU will not discourage its members from attending such incidents.

Operational Arrangements

Initial Attendance

3. This will need to be sufficient to provide an effective response (albeit a lower level than normal) recognising all previously agreed safe systems of work.
4. The response will be based on the pre-determined attendance in a service's current operational plans for a major incident using normal crewing levels.

Make Ups for major incidents

5. In recognising that this guaranteed level of initial response is unlikely to be sufficient to sustain extended operations, the following arrangements for further assistance will apply:
 - (1) Mutual Aid from adjacent fire and rescue authorities may be called upon up to the level guaranteed for the initial attendance.
 - (2) Additional striking fire-fighters voluntarily responding to their stations.
 - (3) A general recall to duty for the specific incident. Attendance would still be voluntary in accordance with the Scheme of Conditions of Service.

Arrangements

6. Chief Fire Officers will need to agree with their local FBU officials the exact arrangements for putting those procedures into place in the light of local circumstances. However, in doing so they must have regard to the following points:
 - The arrangements will only apply to major incidents as defined by this agreement.
 - Once implemented the arrangements will apply only for the duration of the incident, or incidents as appropriate
 - Fire and rescue authority personnel will be under the command of operational managers at all times during the incident.

- Individuals who are not NJC for Local Authority Fire and Rescue Services, Scheme of Conditions of Service (NJC for LAFRS) operational firefighters or members of the armed forces, or other members of the Ministry of Defence, who are in attendance at incidents ,will be withdrawn from the incident ground where it is practicable and safe to do so at the earliest opportunity
- NJC for LAFRS firefighters will only be deployed in BA teams which comprise of NJC for LAFRS firefighters from their own fire and rescue service; and will be deployed under the control of a BA entry control officer who is a NJC for LAFRS employee from their own fire and rescue service.
- Robust guaranteed arrangements must be put in place to alert immediately the striking staff who are providing the initial response and to allow them positively to communicate with the controllers providing the initial message. These arrangements will be the responsibility of the fire and rescue authority.
- In order to facilitate the ability of firefighters to be able to comply with the major incident agreement, fire and rescue authorities will allow reasonable access to fire stations and other workplaces to striking firefighters at all times.
- Firefighters responding subsequently to the initial response should report to a nominated place of duty and not to the incident itself.
- Fire and rescue authorities will ensure that normal practices are adhered to with regard to relief arrangements.
- Fire and rescue authorities will ensure the transportation of personnel back to their station/other workplace.
- Arrangements should be governed by the following overriding principles.
 - Will provide a guaranteed initial response.
 - Will provide safe systems of work
 - Will provide a response in an organised and professional manner

Stand down

7. At the end of the incident appliances will be returned to their original station and be made ready for a subsequent incident.

RESPONSE TO MAJOR INCIDENTS FOR THE DURATION OF PERIODS OF STRIKE ACTION

For the purposes of this agreement, major incident is as defined in each fire and rescue service's current operational plans. For the avoidance of doubt, examples are shown below:

- a. the initial treatment, rescue and transport of a large number of casualties;
- b. the involvement either directly or indirectly of large numbers of people who are at risk of death or serious injury;
- c. the need for the large scale combined resources of two or more of the emergency services one of which includes the fire and rescue service as primary responder under the principal piece of fire services legislation
- d. the mobilisation and organisation of the emergency services and supporting organisations, eg local authority, to cater for the threat of death, or serious injury to a large number of people.

and no incident shall be regarded as a major incident unless it would have been regarded as such irrespective of the FBU strike action,

**AGREEMENT BETWEEN THE FIRE BRIGADES UNION, THE NATIONAL EMPLOYERS
AND THE SCOTTISH FIRE AND RESCUE SERVICE UPON RESPONSES TO MAJOR
INCIDENTS DURING PERIODS OF STRIKE ACTION ("the Agreement")**

1. This Agreement arises from discussion between the National Employers (the Representative National Organisation of Employers for Local Authorities Fire and Rescue Services), the Fire Brigades Union (FBU) and the Scottish Fire and Rescue Service. It confirms the circumstances in which striking fire personnel respond to any major incident (defined at Annex B) anywhere in Scotland where strike action is taking place and during periods of strike action.
2. The Scottish Fire and Rescue Service has statutory responsibilities to put in place business continuity arrangements to ensure it can respond to emergencies. This means it is essential that, as far as is possible, the Scottish Fire and Rescue Service through its Chief Officer puts, and keeps, arrangements in place which will allow available people and equipment resources to respond to incidents in a safe and co-ordinated way. Accordingly, the Chief Officer will determine the resources necessary to attend incidents.
3. For major incidents, in accordance with this agreement, the Chief Officer will make arrangements to achieve this via discussion through normal negotiating machinery and Health and Safety committee. FBU officials will be ready to respond to an approach by the Chief Officer and will assist in drawing up a practical procedural note that allows the implementation of the principles within this agreement. Annex A to this memorandum sets out the agreed framework for achieving reasonably satisfactory levels of cover. The Chief Officer will ensure there is sufficient trade union facilities time to allow such discussions to take place. The Scottish Fire and Rescue Service will make arrangements to implement this Agreement.
4. It is agreed that there must be established locally agreed arrangements, which would implement the principles within the agreement to best ensure a co-ordinated professional approach.

5. FBU exempts from strike action firefighters and operational managers who would be willing, under the conditions of this Agreement, to respond to major incidents when such incidents occur. Return to duty as outlined in this agreement shall be voluntary and striking fire-fighters shall be given reasonable access to fire stations and other workplaces during strike action to facilitate this agreement. This is to be achieved through the mobilisation arrangements agreed locally.
6. The following will apply:
 - Any person on strike that does respond to major incidents in accordance with Annex A will be enabled to do so using the normal range of appliances and resources available to the fire and rescue service.
 - The mobilisation method will be agreed locally.
7. The Scottish Fire and Rescue Service will allow striking fire-fighters to have reasonable access to stations and other workplaces and to establish a robust means of direct communication between them and the emergency fire control centres. This will ensure that they are able to respond in good time and with immediate access to personal protective equipment and other equipment (including RPE Respiratory Protective Equipment.) This will also allow notifications of incidents and turnout arrangements to be as effective as possible for both initial and make-up responses.
8. It should be noted that any responses will be on a voluntary basis. Neither FBU nor the Scottish Fire and Rescue Service will require or compel any personnel to volunteer to attend a major incident. It is agreed that in respect of pay, pension, insurance, liability and other employment issues, members of the fire and rescue service who return to duty in these circumstances will be treated for all purposes as being on duty.
9. It is recognised by all parties that all striking personnel will have continuity of service and in accordance with the pensions scheme regulations:
 - a. continued membership of their respective pension scheme; and
 - b. the ability to purchase back pensionable service relating to strike action.

10. FBU will ensure that there are officials who are aware of and willing to contribute to introducing local arrangements along the above lines. This shall not alter the FBU call to their members to take strike action pursuant to the ballot mandate.
11. The Scottish Fire and Rescue Service will ensure implementation of these arrangements as a matter of urgency and contact the National Employers, when that has happened.
12. The Scottish Fire and Rescue Service shall then advise the National Employers by e-mail as soon as they have reasonably satisfactory arrangements in place.
13. It is agreed that this Agreement and all steps taken and arrangements made under this Agreement will not affect the continuing nature of the FBU industrial action as strike action in accordance with the FBU ballot mandate dated 29 August 2013 of which notice has been given to the employers.

Signed by Matt Wrack



4 September 2013

(Signature)(Date).....

on behalf of the Fire Brigades Union

Signed by Pat Watters



4 September 2013

(Signature)(Date).....

on behalf of the Scottish Fire and Rescue Service

Signed by Simon Pannell



4 September 2013

(Signature)(Date).....

on behalf of the National Employers

RESPONSE TO MAJOR INCIDENTS DURING PERIODS OF STRIKE ACTION

Introduction

1. By virtue of the Agreement the FBU will support an initial response from striking fire-fighters to deal with a major incident as defined in Annex B. The FBU has also agreed that further support may be able to be given, also on a voluntary basis, by other striking members in the Scottish Fire and Rescue Service and that mutual support through cross-border assistance from the initial response teams in other fire and rescue authorities will be possible through these arrangements.
2. The FBU will not discourage its members from attending such incidents.

Operational Arrangements

Initial Attendance

3. This will need to be sufficient to provide an effective response (albeit a lower level than normal) recognising all previously agreed safe systems of work.
4. The response will be based on the pre-determined attendance in a service's current operational plans for a major incident using normal crewing levels.

Make Ups for major incidents

5. In recognising that this guaranteed level of initial response is unlikely to be sufficient to sustain extended operations, the following arrangements for further assistance will apply:
 - (1) Mutual Aid from adjacent fire and rescue authorities may be called upon up to the level guaranteed for the initial attendance.
 - (2) Additional striking fire-fighters voluntarily responding to their stations.
 - (3) A general recall to duty for the specific incident. Attendance would still be voluntary in accordance with the Scheme of Conditions of Service.

Arrangements

6. The Chief Officer will need to agree with FBU officials the exact arrangements for putting those procedures into place in the light of local circumstances. However, in doing so they must have regard to the following points:
 - The arrangements will only apply to major incidents as defined by this agreement.
 - Once implemented the arrangements will apply only for the duration of the incident, or incidents as appropriate
 - Scottish Fire and Rescue Service personnel will be under the command of operational managers at all times during the incident.
 - Individuals who are not NJC for Local Authority Fire and Rescue Services, Scheme of Conditions of Service (NJC for LAFRS), operational firefighters or members of the armed forces, or other members of the Ministry of Defence, who are in

attendance at incidents will be withdrawn from the incident ground where it is practicable and safe to do so at the earliest opportunity

- NJC for LAFRS firefighters will only be deployed in BA teams which comprise of NJC for LAFRS firefighters from their own fire and rescue service; and will be deployed under the control of a BA entry control officer who is a NJC for LAFRS employee from their own fire and rescue service.
- Robust guaranteed arrangements must be put in place to alert immediately the striking staff who are providing the initial response and to allow them positively to communicate with the controllers providing the initial message. These arrangements will be the responsibility of the Scottish Fire and Rescue Service.
- In order to facilitate the ability of firefighters to be able to comply with the major incident agreement, the Scottish Fire and Rescue Service will allow reasonable access to fire stations and other workplaces to striking firefighters at all times.
- Firefighters responding subsequently to the initial response should report to a nominated place of duty and not to the incident itself.
- The Scottish Fire and Rescue Service will ensure that normal practices are adhered to with regard to relief arrangements.
- The Scottish Fire and Rescue Service will ensure the transportation of personnel back to their station/other workplace.
- Arrangements should be governed by the following overriding principles.
 - Will provide a guaranteed initial response.
 - Will provide safe systems of work
 - Will provide a response in an organised and professional manner

Stand down

At the end of the incident appliances will be returned to their original station and be made ready for a subsequent incident.

RESPONSE TO MAJOR INCIDENTS FOR THE DURATION OF PERIODS OF STRIKE ACTION

For the purposes of this agreement, major incident is as defined in the Scottish Fire and Rescue Service current operational plans. For the avoidance of doubt, examples are shown below:

- a. the initial treatment, rescue and transport of a large number of casualties;
- b. the involvement either directly or indirectly of large numbers of people who are at risk of death or serious injury;
- c. the need for the large scale combined resources of two or more of the emergency services one of which includes the fire and rescue service as primary responder under the principal piece of fire services legislation
- d. the mobilisation and organisation of the emergency services and supporting organisations, eg local authority, to cater for the threat of death, or serious injury to a large number of people.

and no incident shall be regarded as a major incident unless it would have been regarded as such irrespective of the FBU strike action,

**AGREEMENT BETWEEN THE FIRE BRIGADES UNION, THE NATIONAL EMPLOYERS
AND WELSH GOVERNMENT UPON RESPONSES TO MAJOR INCIDENTS DURING
PERIODS OF STRIKE ACTION ("the Agreement")**

1. This Agreement arises from discussion between the National Employers (the Representative National Organisation of Employers for Local Authorities Fire and Rescue Services), the Fire Brigades Union and Welsh Government. It confirms the circumstances in which striking fire personnel respond to any major incident (defined at Annex B) anywhere in Wales where strike action is taking place and during periods of strike action.
2. Fire and rescue authorities have statutory responsibilities to put in place business continuity arrangements to ensure they can respond to emergencies. This means it is essential that, as far as is possible, fire and rescue authorities through their Chief Fire Officers put, and keep, arrangements in place which will allow available people and equipment resources to respond to incidents in a safe and co-ordinated way. Accordingly the Chief Fire Officer will determine the resources necessary to attend incidents.
3. For major incidents, in accordance with this agreement, the Chief Fire Officer will make arrangements to achieve this via discussion through normal negotiating machinery and Health and Safety committees. FBU officials will be ready to respond to an approach by Chief Fire Officers and will assist in drawing up a practical procedural note that allows the implementation of the principles within this agreement. Annex A to this memorandum sets out the agreed framework for achieving reasonably satisfactory levels of cover. Chief Fire Officers will ensure there is sufficient trade union facilities time to allow such discussions to take place. All Fire and Rescue Authorities are expected to make arrangements to implement this Agreement.
4. It is agreed that there must be established locally agreed arrangements, which would implement the principles within the agreement to best ensure a co-ordinated professional approach.

5. FBU exempts from strike action firefighters and operational managers who would be willing, under the conditions of this Agreement, to respond to major incidents when such incidents occur. Return to duty as outlined in this agreement shall be voluntary and striking fire-fighters shall be given reasonable access to fire stations and other workplaces during strike action to facilitate this agreement. This is to be achieved through the mobilisation arrangements agreed locally.
6. The following will apply:
 - Any person on strike that does respond to major incidents in accordance with Annex A will be enabled to do so using the normal range of appliances and resources available to the fire and rescue service.
 - The mobilisation method will be agreed locally.
7. Fire and rescue authorities will allow striking fire-fighters to have reasonable access to stations and other workplaces and to establish a robust means of direct communication between them and the emergency fire control centres. This will ensure that they are able to respond in good time and with immediate access to personal protective equipment and other equipment (including RPE Respiratory Protective Equipment.) This will also allow notifications of incidents and turnout arrangements to be as effective as possible for both initial and make-up responses.
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9. It is recognised by all parties that all striking personnel will have continuity of service and in accordance with the pensions scheme regulations:
 - a. continued membership of their respective pension scheme; and
 - b. the ability to purchase back pensionable service relating to strike action.

10. FBU will ensure that in each fire and rescue service there are officials who are aware of and willing to contribute to introducing local arrangements along the above lines. This shall not alter the FBU call to their members to take strike action pursuant to the ballot mandate.
11. Fire and rescue authorities will ensure implementation of these arrangements as a matter of urgency and notify the Chief Fire and Rescue Adviser and Inspector for Wales by e-mail, copied to the National Employers, to confirm that has happened.
12. Fire and rescue authorities shall then notify the Chief Fire and Rescue Adviser and Inspector for Wales by e-mail as soon as they have reasonably satisfactory arrangements in place, copied to the National Employers.
13. It is agreed that this Agreement and all steps taken and arrangements made under this Agreement will not affect the continuing nature of the FBU industrial action as strike action in accordance with the FBU ballot mandate dated 29 August 2013 of which notice has been given to the employers.

Signed by Matt Wrack



4 September 2013

(Signature)(Date).....

on behalf of the Fire Brigades Union

Signed by Lee Howell

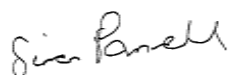


4 September 2013

(Signature)(Date).....

on behalf of the Welsh Government

Signed by Simon Pannell



4 September 2013

(Signature)(Date).....

RESPONSE TO MAJOR INCIDENTS DURING PERIODS OF STRIKE ACTION

Introduction

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2. The FBU will not discourage its members from attending such incidents.

Operational Arrangements

Initial Attendance

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Make Ups for major incidents

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Arrangements

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- Arrangements should be governed by the following overriding principles.
 - Will provide a guaranteed initial response.
 - Will provide safe systems of work
 - Will provide a response in an organised and professional manner

Stand down

At the end of the incident appliances will be returned to their original station and be made ready for a subsequent incident.

RESPONSE TO MAJOR INCIDENTS FOR THE DURATION OF PERIODS OF STRIKE ACTION

For the purposes of this agreement, major incident is as defined in each fire and rescue service's current operational plans. For the avoidance of doubt, examples are shown below:

- a. the initial treatment, rescue and transport of a large number of casualties;
- b. the involvement either directly or indirectly of large numbers of people who are at risk of death or serious injury;
- c. the need for the large scale combined resources of two or more of the emergency services one of which includes the fire and rescue service as primary responder under the principal piece of fire services legislation
- d. the mobilisation and organisation of the emergency services and supporting organisations, eg local authority, to cater for the threat of death, or serious injury to a large number of people.

and no incident shall be regarded as a major incident unless it would have been regarded as such irrespective of the FBU strike action,