

**NATIONAL JOINT COUNCIL
FOR LOCAL AUTHORITY FIRE AND RESCUE SERVICES**

'Broadening the role' agreement – xx xx 2019

DRAFT AGREEMENT

1. The National Joint Council made the following commitment:

“Both Sides commit to work jointly on changes identified by each Side to ensure that there is a pay framework alongside terms and conditions in the fire and rescue service which reflect the responsibilities of, and current and future demands on, the service and the profession.”

The potential to build upon, and expand, this piece of work to encompass a more wide-ranging and strategic look to the future was recognised including the increasing need to consider how the workforce's skills and commitment can best be utilised, the type of activities undertaken, any additional functions that may be required and the implications for the nationally agreed rolemaps.

2. This agreement applies to all employees within the scope of the NJC. This includes practical direct involvement in the associated activities and/or the management thereof either at the scene or at a higher level dependent on the employee role.
3. Its purpose is to build upon the scope of work undertaken by each employee role to further encompass collaborative working with or on behalf of other organisations, adding value to the community. It is recognised that the scope of such work is becoming more varied and that will continue to be the case. This agreement allows the fire service to be well placed to adapt and expand activity.
4. Associated activities can therefore be delivered broadly across the community in line with need as defined by the Fire and Rescue Authority by employees at every level from Firefighter to Area Manager and across all types of employment (e.g. wholetime, part-time, retained duty system), to enhance and support the quality of life of the communities served taking a make every contact/opportunity count approach.
5. Detailed consideration took place through a series of workstreams and related groups under the following headings, which for ease of reference are also referred to within this agreement:

Emergency medical response
Multi-agency response
Health and community
Inspection and enforcement
Environmental challenges

6. As general principles both parties agree:
- that activities should be appropriate to the skills and attributes of the fire and rescue service profession
 - that response and prevention activities should be of value to the community and improve the safety/wellbeing of the public
 - employees should be appropriately trained and equipped for the activity to be undertaken
 - that in respect of law enforcement and policing, it is important to recognise the importance of the 'neutral' status and perception of the fire service. This status has proven to be beneficial in undertaking many areas of existing work and will enhance the ability to carry out new work. Therefore reference to affecting entry is not intended to cover preventing or addressing criminal activity
7. Increases in basic pay levels are set out below. The same increases also apply to Continual Professional Development payments.

STAGE 1 – pay settlement year 2019/20

- (a) 2.0% with effect from 1st July 2019
(b) 3.0% with effect from 1st April 2020 (based on July 2018 rates)

STAGE 2 – pay settlement year 2020/21

4.0% with effect from 1st July 2020

STAGE 3 – pay settlement year 2021/22

4.0% with effect from 1st July 2021

This would produce a cumulative increase of 13.57% over stages 1 to 3.

Both parties fully recognise the relationship between the above pay awards and agreement to broadening the role of uniformed employees within the scope of the Grey Book. Furthermore, the pay increases at stages 1(b), 2 and 3 are subject to the provision of the appropriate necessary additional and sustainable government funding.

In addition, in order to achieve smooth and timely implementation of the work under this agreement at local level, the guidance indicated in paragraph 22 refers to the setting up of joint Local Technical Working Groups. It is agreed that the period from the 1st July 2019 to 1st April 2020 is sufficient for local Technical Working Groups to have completed their work, each Fire and Rescue Authority to have implementation plans and arrangements in place following that consultation, and accordingly the stage 1(b) increase can then be actioned. Thereafter, implementation of any future new work under this agreement, would be dealt with through the existing local consultation arrangements.

Subject to the successful delivery of stage 1(b) and provision of the appropriate necessary additional and sustainable government funding, stage 2 pay awards onwards will be made in line with the dates indicated above.

Emergency medical response

8. Any uniformed employee within the scope of the NJC can be required to take part in emergency medical response.
9. Co-responding is the mobilisation of an ambulance and an appropriately trained and equipped fire and rescue service response to emergency medical incidents e.g. cardiac arrests to impact upon the delivery of emergency medical response to members of the community. It may also include other emergency medical incidents for which appropriate training and equipment has been provided.
10. It does not include administering intravenous drugs, beyond that expected by ambulance crews, the transportation of casualties to hospital in non-specifically designed vehicles or medical emergencies for which appropriate training and equipment has not been provided.
11. In the context of paragraph 6 above it does include support of NHS and/or other organisations, and using fire and rescue service powers (including acting on behalf of others) to affect entry to premises (non-exhaustive examples are - reaching those who have collapsed behind closed doors or for social workers checking vulnerable clients).

Multi-agency response

12. Multi-agency response refers to any work undertaken with another organisation or organisations not referred to elsewhere in this agreement and expansion of the fire service role more broadly in such work.
13. Non-exhaustive examples of areas of multi-agency work include:
 - Water rescue
 - Body recovery from water
 - Bariatric assistance
 - Search and rescue
 - Missing persons
 - Mountain rescue
 - Cliff rescue
 - Working with coastguards
 - Incidents at height (e.g. FRS provides equipment for police to deal with suicide attempt)
 - Specialist/Initial operational response programmes
 - Working with agencies under the auspices of the Civil Contingencies Act
14. Response to all terrorist activity within the 'warm zone' is mutually agreed. This includes firearms activity (MTFA). It is recognised that incident types have further evolved since discussion on this matter first began and that may continue to be the case. This agreement extends to working in the warm zone for any such terrorist activity.

15. Fire and rescue service employees within the scope of the Grey Book including command or fire and rescue service inter-agency liaison officers will not be:

- under the command and control of other agencies
- deployed where normal safe systems of work such as
 - water supplies and breathing apparatus (in the case of firefighting)
 - PPE and equipment
 - fire and rescue service procedures/ fire and rescue service command and control
 - communicationsdo not meet the appropriate risk assessment

Environmental Challenges

16. Under this agreement existing work will be expanded to facilitate a broader focus across services on a proactive prevention and recovery role, beyond dealing with the incidents themselves. Non-exhaustive examples include:

- Flooding and wildfires – providing additional meaningful assistance, e.g. establishing barriers and defences; preventative advice and measures to local areas; plus assistance in the recovery stages
- Warning and informing the community; proactive property protection
- Identification of, and assistance to, vulnerable people (including effective sharing protocols with others)
- Assistance with evacuation, removal and return after the event
- Assisting the responsible agency with establishment of rest centres
- Coordination of resources within the inner cordon in support of a multi-agency approach
- Assistance to remote areas
- Inland water – strengthening preventative activity and water safety awareness, enhanced role in retrieving bodies from water
- Unstable ground – in addition to a timely response and managing the scene, strengthening education/preventative activity e.g. ice, mud, sink holes
- Snow – ensuring access to community facilities such as schools, surgeries and hospitals, delivery of medication and/or vital supplies to remote communities and/or vulnerable people.
- Storms – a higher level of response dealing with unsafe buildings e.g. evacuation, sheeting over a building with a missing roof, clearance of fallen trees and debris, public safety (from cordoning off the unsafe area through to full USAR capacity).
- Heatwave/drought – distributing drinking and “grey” water to avoid evacuations, delivery of medical supplies to vulnerable people, responding to cases of breathing difficulties
- Transporting vital workers to their place of work in appropriate vehicles.
- Working with agencies under the auspices of the Civil Contingencies Act

Health and Community

17. Activities are intended to enhance and support the quality of life of the communities served taking a make every contact/opportunity count approach. Non-exhaustive examples include:
- Activities which fall within the scope of adult social care, including slips, trips and falls, recognising that the provision of personal continence care would not be appropriate under the first principle contained in paragraph 6 above
 - Risk reduction – winter deaths (education/referrals to minimise deaths, warmth assessments)
 - Offer advice and/or make referrals to relevant health or care agencies across a range of issues working in collaboration or independently. Non-exhaustive examples are dementia/alcohol awareness/referrals
 - Reducing the effects of loneliness and isolation
 - Broadening the scope of youth engagement programmes and activities
 - Assisting faster discharge from hospital – transportation home including expanded safe and well checks
 - Home adaptations for vulnerable members of the community to support independent living for which personnel have been appropriately trained and equipped to undertake'
 - Road safety awareness for new drivers and/or speed safety awareness courses for those caught speeding
 - Training members of the wider community in the use of defibrillators and application of CPR
 - Supporting/delivering fitness training initiatives at local stations
 - Fitting of child car safety seats
 - Supporting/delivering initiatives relating to protection from domestic abuse

Inspection and enforcement

18. Building upon the current position, with appropriate training and equipment, station-based crews are perfectly placed to expand advice to the business sector, carry out regulatory and other visits and refer matters on to fire safety specialists should hazards be considered to be serious.
19. Fire safety department officers and specialist fire safety officers within the scope of the NJC are expected to have increased responsibilities which will also mean passing some activities to other roles within the scope of this agreement, subject to appropriate training and equipment.
20. In addition, non-exhaustive examples of further areas of inspection activity for personnel within the scope of the NJC may include:
- Individuals/companies who consistently breach or fail to comply with fire safety regulations/compliance issues – properties with which such individuals have an association to be inspected
 - Inspection of unregulated properties and illegal dwellings (information gathered and shared by/with other agencies including local authorities, environmental health, housing, social service, police etc) e.g. garages, sheds with beds and other outbuildings which are used to house individuals, groups and families

- Private rented sector – carbon monoxide and other risks to ensure required measures have been adopted and check for fire and other risks
- Canal barges and other boats, caravans and motor homes – check for carbon monoxide fuel gas leakage as well as fire risks
- Unregulated houses in multiple occupancy – inspect for fire and other hazards
- Schools – including pre-school nurseries
- Fire hydrants
- Dry and wet risers, firefighting lifts and other fixed installations
- Holidays and short stay lets
- Residential and commercial high-rise buildings
- Other higher risk buildings (e.g. residential care homes)

Other issues

21. Any existing local additional responsibility allowances in connection with work covered by this agreement will cease.
22. A number of jointly developed guidance documents have been issued by the NJC on matters such as training, personal protective equipment, immunisation, mental wellbeing, the use of local Technical Working Groups and mobilisation to address learning points from the NJC trials.

Scheme of Conditions of Service (Grey Book)

23. It is jointly agreed that the content of the Grey Book and rolemaps should now be read in the context of this agreement and that work with or on behalf of other organisations (as appropriate), including those relating to health issues, is now part of all roles.
24. To provide further clarity some parts of the Grey Book do need specific amendment as indicated below, new wording shown in *italics*:

Preface – paragraph 1

1. The role of local authority fire and rescue services in the United Kingdom is the reduction in the loss of life, injury, economic and social cost arising from fires and other hazards/*situations*. The service is responsible for:

Risk reduction and risk management in relation to fires and some other types of hazard, ~~or~~ emergency, *or other appropriate situation*.

Community fire safety and education.

Fire safety enforcement.

Emergency responses to fires and other emergencies where it is best fitted to act as the primary agency responsible for the rescue of people including road traffic accidents, chemical spillages and other large-scale incidents such as transport accidents.

Emergency preparedness coupled with the capacity and resilience to respond to major incidents of terrorism and other chemical, biological, radiological and nuclear threats. *For the avoidance of doubt this includes any terrorist incidents including working in the warm zone at Marauding Terrorist Attack incidents.*

Preface – paragraph 3

The NJC's overall aim is to support and encourage the delivery of high quality services by a competent, well-developed, motivated, and diverse workforce, with security of employment. The following principles are fundamental to the achievement of this aim:

Equality in employment and employee relations, the removal of discrimination and the promotion of equality as a core principle that underpins service delivery.

The highest standards of health and safety at work consistent with providing a front-line, life-saving emergency service.

The provision of a fire and rescue service that can be adapted to meet the local needs of the community, employers and employees, *which includes working with or on behalf of other organisations.*

Stable industrial relations achieved by consultation and negotiation between fire and rescue authorities as employers and recognised trade unions.

Section 2 – paragraph 6

6. The units of competence that form each of these roles are laid down in the NJC document – *Fire and Rescue Services Rolemaps*. Fire and rescue authorities can require any reasonable activity to be carried out by an individual employee within his or her role map. These role maps reflect fire and rescue service responsibilities incorporated into local Integrated Risk Management Plans in order to:

Apply a risk-based approach to fire cover and to all its activities in deciding how best to use its resources.

Focus on reducing the level of fire and other emergencies.

Develop and maintain effective partnerships with a range of agencies in the public, private and voluntary sectors where these can deliver cost-effective *or other improvements in community safety for the community.*

Adopt safe systems of working to secure the health and safety of both its staff and the general public.

Minimise the impact of the incidents/events it attends and of its response at those ~~incidents-occurrences~~ on the environment.

Section 3 – part B

Disturbance payment

10. An employee who is called out to an incident *or other emergency event* and reports promptly to the station shall receive the disturbance payment set out in circulars issued by the NJC.