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**FIRE & RESCUE SERVICES
National Employers**

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**To: Chief Fire Officers
Chief Executives/Clerks to Fire Authorities
Chairs of Fire Authorities
Directors of Human Resources**

CC: Members of the Employers' Side of the NJC

22nd January 2021

CIRCULAR EMP/2/21

COVID Support

1. Circular EMP/1/21, issued on 13th January, informed you of the position in respect of the national COVID support discussions.
2. Attached to this circular is an FAQs document the content of which you may find helpful in communicating with staff and others as appropriate.

Yours faithfully,



**Gill Gittins
Assistant Employers' Secretary**

FREQUENTLY ASKED QUESTIONS

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 – 11th 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.’

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 11th 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.

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 13th January. The National Employers are open to joint discussion going forward.

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.

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 11th 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 7th January. It was made clear on the 12th

January that amendments incorporated after the FBU detailed response on the evening of 11th, 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 13th January.

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.

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 (ACE). Personnel should be tested twice weekly every three to four days to fit with shift patterns and leave requirements.

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.

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

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

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.

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 11th 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.

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.

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.