



**NFCC**  
National Fire  
Chiefs Council

**FIRE & RESCUE  
SERVICES  
National Employers**

1. The National Employers, National Fire Chiefs Council and the Fire Brigades Union reached an agreement on 26 March, relating to 'Grey Book' employees. The agreement recognised that as the situation with Covid-19 intensifies the capability of the FRS to sustain core services and to provide support to other vital partner agencies at the front-line of the public sector response to the Pandemic crisis will be subject to increasing demand.<sup>1</sup> A copy of the agreement is attached.

### **Currently agreed areas of activity**

2. Three initial areas of additional work were identified in that agreement:
  - Ambulance Service assistance: Ambulance Driving and Patient/Ambulance personnel support limited to current competence (Not additional FRS First or Co-Responding)
  - Vulnerable persons – delivery of essential items
  - COVID-19 – Mass casualty (Movement of bodies)
3. Insofar as those areas of additional work are concerned paragraph 11 of the agreement set out the minimum safety requirements before such activities commence at local level:
  - a. The activity is risk assessed
  - b. Appropriate delivery and management of any additionally necessary training is in place
  - c. Appropriate delivery and management of any additionally necessary fit for purpose PPE is in place
  - d. Adequate management of the activity and firefighters is in place
4. Further clarification, in respect of the commencement of this work, on points (a) to (c) (contained in paragraph 3 above) is shown below:
  - a. Identified control measures are in place following the full risk assessment
  - b. Any additionally necessary training will have been provided
  - c. Any additionally necessary PPE will have been provided, including information and, where necessary, training
5. Discussions between management and union representatives must take place through the normal local process. Prior to the activities being undertaken, both parties at local level are expected to commit to expediting the discussions; not to introduce undue delay and not to insist on undue haste, in order to ensure that everything is in place as quickly as possible and recognising some activities will need to be put in place urgently. Should any difficulties arise the agreement indicates in paragraph 9 (iv) the steps to be taken to help resolve the issue(s).

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<sup>1</sup> Normal Health Safety and Welfare processes still apply and will continue

### **Further suggested activities**

6. Insofar as consideration of extending the areas of additional work are concerned, the agreement sets out the process that will be followed. The three parties to the agreement will meet weekly, or more frequently if required, to identify what activities are being suggested and the underpinning reasons for them being proposed.
7. Therefore, to best inform that part of the agreed process, any local party should indicate to the most appropriate organisation within the tripartite group which activity/activities it wishes to see put in place. The tripartite group strongly recommends that activity types are identified as early as possible in order to ensure that consideration can be given in a timely way and best allow the three parties to be able to prioritise the matters to be discussed. All parties at local and national level will need to forward plan. Therefore, local parties are asked to forward such requests in terms of what is anticipated with an element of certainty that it is likely to be required. This should include whether the request is as a consequence of forward planning or is a specific ask e.g. from the ambulance service. This will further aid the smooth and efficient running of this process.
8. Requests should be directed through your respective organisation (National Employers, NFCC or FBU).
9. As part of the underpinning reasons your attention is drawn to the factors in paragraph 7 of the agreement and the balance a service would in any case wish to be mindful of:
  - a. What is requested of the FRS
  - b. What is reasonable to ask of firefighters
  - c. What is the value of the activity (external)
  - d. What can be provided based on an assessment of the impact that the provision is likely to have, or is having, on the FRS (internal)
10. Further clarification and information in respect of paragraph 9 above is provided below:
  - Point (b) – this includes that the health, the safety and the welfare of firefighters is not compromised
  - Point (c) - this is in the context of whether it is appropriate for the fire and rescue service to undertake such an activity, e.g. is it the best way for the activity to be delivered, and includes that the health and safety of the public is not put at risk
  - Point (d) – such consideration to include the possible impact on service delivery (crew sizing); PDAs, including response times; appliance availability; operational procedures
11. Once a new activity is agreed, local discussion should take place through the normal negotiation/consultation process. Local discussion should also include Health, Safety and Welfare matters with the appropriate union lead. The outcomes of such discussions should be formally recorded in the usual way, annotated as 'Interim Covid-19 arrangements'.

12. It will not be necessary to action this process in respect of every single activity a service may wish to undertake, such as those aligned to activities already commonplace within that fire and rescue service. Where there is any doubt as to whether it is covered by the national agreement and/or supplementary documents, all parties are advised to check with one or more of the three parties at national level before implementing a decision.
13. The usual local industrial relations and health and safety processes for discussion should take place, albeit expediently and at an early stage.



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## **Introduction**

1. The National Employers, National Fire Chiefs Council and the Fire Brigades Union have met and reached the agreement set out below.
2. All parties recognise the Covid 19 Pandemic is a national crisis that will increasingly test the capacity of the Fire & Rescue Service (FRS) and other public sector service providers to protect the public from the impacts of the Pandemic, particularly those groups who are most vulnerable and isolated. As the Pandemic intensifies the capability of the FRS to sustain core services and to provide support to other vital partner agencies at the frontline of the public sector response to the Pandemic crisis, will be subject to increasing demand.
3. The key objectives for the FRS during the Pandemic period are to (1) ensure that its operational response provision remains resilient and effective, (2) that it supports the broader public sector response to the Pandemic, particularly in relation to supporting Local Authorities and NHS and Ambulance Trusts whose services are subject to exceptionally high levels of demand and (3) maintains to the highest standards possible the health, safety and welfare of all its staff.
4. Over the months ahead the parties anticipate adapting to the emerging challenges of the Pandemic. The parties recognise that any adaptations or additions in the form of activities for employees can present difficulties for staff, particularly at a time when staff have legitimate concerns for their own welfare and that of their families. The FRS will therefore only implement change in accordance with the principles set out below.

## **The principles**

5. All FRS will be part of either or both a Strategic Coordination Group (SCG) or Local Resilience Forum (LRF) that is actively seeking to coalesce agencies and services in activities to deliver government strategy to minimise the impact of COVID-19. This is creating requests for each FRS to consider in terms of activity.
6. FRAs, FRS and firefighters want to be able to do what we can in supporting affected communities. All appropriate activities will be considered to provide support whilst considering the need to maintain core functions. To this end the national employers, the NFCC and FBU (the parties) have worked to ensure that there is a robust process to achieve these ends.

7. Accordingly, there must be a balance between:
  - a. what is requested of FRS;
  - b. what is reasonable to ask of firefighters;
  - c. what is the value of the activity (external)
  - d. what can be provided based on an assessment of the impact that the provision is likely to have, or is having, on the FRS (internal)
8. The needs of the service to deliver core functions also needs to be balanced by complying with firefighters' employment rights, terms and conditions; and requirements of a firefighters' health, safety and welfare.
9. It is recognised that to accommodate the additional activities and/or to meet other challenges posed by the current national emergency that may best be accommodated through reasonable temporary modifications to terms and conditions. All parties recognise that the key principles of the process are:
  - i. For the three parties to identify what activities are being suggested by FRSs from across the UK and the underpinning reasons. This will include meeting weekly or more frequently if required
  - ii. For any party to identify what outcomes are desirable to accommodate that/those activities
  - iii. For the NJC to expeditiously discuss and seek to agree any necessary temporary modifications to terms and conditions to meet those outcomes
  - iv. If local parties run into difficulties, they will contact one of the parties who will raise it with one of the NJC joint secretaries who will act expeditiously to assist the local parties
  - v. For all three parties to be able to identify additional activities should the demands of the national emergency change or worsen.
10. All three parties recognise that additional activities may have to rely upon personnel volunteering.
11. No activity will be undertaken unless the minimum safety requirements have been met.
  - a. The activity is risk-assessed
  - b. appropriate delivery and management of any additionally necessary training is in place
  - c. appropriate delivery and management of any additionally necessary fit for purpose PPE is in place
  - d. adequate management of the activity and firefighters is in place
12. Additional activities which are agreed between the three parties will be for a fixed limited period of two months:
  - a. That period can be varied by agreement between the parties
  - b. The impact and appropriateness of each activity can be assessed by way of review including views of personnel and management assessment.
  - c. In any event it will not extend beyond that which is necessary to try to assist in meeting the demands of this current national emergency

13. All parties recognise that no FRS can or should seek to permanently embed any of the temporary changes to terms and conditions applied in accordance with this agreement.
14. In accordance with, and subject to provisions within this agreement, the identified current agreed additional activities are:
  - Ambulance Service Assistance; Ambulance Driving and Patient/Ambulance personnel support limited to current competence (Not additional FRS First or Co-responding)
  - Vulnerable persons - delivery of essential items
  - COVID-19 – Mass Casualty. (Movement of bodies)
15. Where an employee chooses to volunteer to facilitate such work, the NJC for Local Authority Fire and Rescue Services has agreed such work will be regarded as part of the core job. Individuals may withdraw from such work subject to 7 days' notice, following a discussion with their line manager to address their concerns.

26 March 2020