FBU Briefing on SFRS Pay, Terms and Conditions

FIRE BRIGADES UNION

The recommendation from the FBU is that members reject this proposal. The reasons for doing so are set out within this document.

A collective agreement between the Scottish Fire and Rescue Service and the Fire Brigades Union on broadening the role of the Scottish Fire and Rescue Service. Discussions have been facilitated through the National Joint Council.

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1. Agreed principles

1.1 To meet the current statutory duties placed upon the Scottish Fire and Rescue Service (SFRS) and in addressing the need to broaden the role of the SFRS as set out in this collective agreement and through that, meet the needs of Scotland's communities, we wish to ensure that there is a pay framework and terms and conditions in the SFRS, which reflect the responsibilities of, and current and future demands on, the service and profession. This collective agreement reflects those requirements. The SFRS recognises the value of the National Joint Council (NJC) and is committed to remaining part of the NJC terms and conditions for SFRS firefighters on all other matters, other than variation by local agreement.

1.2 The pay offer for broadening the role of firefighters in Scotland, as described within this collective agreement, is not dependent upon or linked to reductions in firefighter numbers, fire stations or appliances.

This collective agreement is based on the following principles:

Terms and conditions of employment

1.3 The terms and conditions of employment for firefighters in Scotland should be appropriate to the requirements of the fire and rescue service profession in meeting the current statutory duties, a broadened role and policy requirements placed upon the SFRS.

1.4 Where this collective agreement uses the term "firefighter" this is taken to mean all staff who have their terms and conditions of employment represented by the National Joint Council for Local Authority Fire and Rescue Services Scheme of Conditions of Service Sixth Edition 2004 (updated 2009). This collective agreement will apply to all firefighters regardless of the workplace to which they are attached.

1.5 When responding to incidents as described within this draft collective agreement, SFRS personnel will, at all times, remain under the command, control and supervison of SFRS commanders.

1.6 It is jointly agreed, in Scotland, that the content of the Grey Book and role maps should now be read in the context of this collective agreement and that work with or on behalf of other organisations (as appropriate) is now part of every role, including the activities described under The Fire (Additional Function) (Scotland) Order 2005.

The FBU has concerns regarding who decides on which other organisations are appropriate.

Currently water rescue teams work well beyond the additional functions order. Is it the SFRS's intention to align back to this order and respond to major flooding only? There is no detail contained in this draft agreement as to policy or contractual expectations.

1.7 The additional defined activities within this collective agreement mean that the provisions of the Grey Book should be modified in Scotland, in effect as shown below. For the avoidance of doubt the broad descriptors shown below do not imply that the scope or specific activities can be stretched beyond those agreed in this collective agreement. These modified provisions only apply in Scotland.

1.8 The affected provisions of the Grey Book are (new wording shown in italics):

Preface - paragraph 1

The role of the 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 situations.

Firefighters respond to incidents, not situations. Situations can be interpreted as being non-emergency. Who is respondible for deciding what is inappropriate? This has the potential to be open-ended and non-exhaustive.

- 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 chemical, biological, radiological and nuclear threats. *For the avoidance of doubt this includes terrorist incidents, specifically working in the warm zone at Marauding Terrorist Firearm Attack incidents and other Marauding Terrorist Attack incidents.*[1]

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 the 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.

1 As defined within Section 3 of this Collective Agreement

The SFRS rope rescue standard operating procedure (SOP) includes a reduction to well-established, recognised and safe team typing. Firefighters regard this as a reduction in firefighter safety at incidents. Although the FBU have raised this repeatedly as a health and safety issue, the service remains committed to this reduction and have implemented regardless and without FBU agreement.

- 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 such as, but not exclusively the Scottish Ambulance Service.
- Stable industrial relations achieved by consultation and negotiation between fire and rescue authorities as employers and recognised trade unions.

Section 2 – paragraph 6

The units of competence that form each of these roles are laid down in the NJC document – Fire and Rescue Services Role Maps. 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 improvements in community safety.
- 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 it attends and of its response at those occurrences on the environment.

Negotiation and Consultation

1.9 The SFRS and the Scottish Region of the FBU have agreed to the Working Together Framework which sets out the common interest in ensuring the future success of the SFRS. Both parties are committed to delivering the Fire and Rescue Service in Scotland within a flexible and responsive employee relations environment which is based on a shared belief that partnership will benefit the SFRS, individual employees and communities in Scotland.

1.10 The FBU is recognised for the purposes of collective consultation and negotiation for those matters which have a significant impact on the groups of employees represented by the FBU and which relate to any of the following matters:

- Terms and conditions of employment, including their reference to pay.
- Allocation of work or the duties of employment between employees or groups of employees.
- All policies and procedures related to conditions of employment.
- Facilities for accredited representatives of trade unions.
- Machinery and forum for negotiation or consultation and other procedures relating to these, including the recognition by SFRS of the right of a trade union to represent employees in such negotiation or consultation or in the carrying out of such procedures.

1.11 The principles for the introduction of the new work activities as defined within this collective agreement and the subsequent joint discussion, meaningful consultation and, if appropriate, local negotiation between both parties are contained within Appendix A.

Training

1.12 Firefighters will be appropriately trained, equipped and supported to undertake any agreed activities, as a result of this collective agreement, aligned with an appropriate remuneration package.

Current SWAH kits across the service are not aligned and training in legacy equipment has lapsed. There have been questions raised over legal compliance regarding this. If firefighters aren't doing this for their current activity, how can it be anticipated that it will change on signing the agreement?

1.13 The requirement for firefighters to undertake these agreed roles will be determined by risk, and subject to the prior provision of training and equipment required for the safe performance of the role and as set out within relevant UK legislation and the principles contained within Appendix B.

1.14 All training and specialist equipment including PPE will routinely be updated and refreshed in line with normal policy requirements and operational practices within SFRS.

Access to water rescue PFDs has been reduced across the service. Water rescue footwear is still being issues that has repeatedly been reported as not suitable for purpose.

Policies and procedures

Detailed policies and procedures will be developed to underpin the broader firefighter role within this Collective Agreement. All relevant policies and procedures

will be jointly developed and agreed with the FBU, adhering to the principles of the Working Together Framework. The guidance set out in appendices A-G will all be adopted within the agreed policies and procedures in order to deliver the principles of this Collective Agreement.

Policies and procedures are currenrlt develped in this way. The FBU do not agree with content in the rope rescue SOP. SFRS have issued it as a live document regardless.

1.16 Both parties fully recognise the relationship between the pay awards set out in Section 2 and the agreement of these policies. The pay increases and new work are dependent on prior agreement of these specific policies and procedures.

The stage four awards comes 16 months after final agreement date of policies relating to this draft agreement, and may align to NJC pay rates. Its inclusion therefore should not relate to, or depend on, agreement to new work. It makes the headline figure appear disingenuous.

1.17 Specifically, in relation to OHCA+ and Slips, Trips and Falls, the agreed policies and procedures will be reflected in the Memoranda of Understanding (MoU) between SFRS and other organisations referred to in this agreement. The principles that will underpin the MOUs with those organisations are shown in paragraph 5.6.

Unison have reported that the current process to respond to slips. trips and falls within the health and social care sector is via a home carer who may be 15 miles away from the incident. if the home carer cannot atttend the incident, they call their team leader who will then call the SAS. This can increase the time the "other organisations" respond to the call, making it highly likely that SFRS will be the first in attendance at a vast majority of these calls and it won't be a co-response.

The only other organisation referred to in this agreement is the Scottish Ambulance Service (SAS). Members have no indication of who these other organisations are in order to decide if they feel that area of work would be appropriate.

1.18 In regards the payments outlined in Section 2 of this Collective Agreement, it is jointly agreed that both parties will actively engage in constructive progress against the work shown in Appendix C and that the work on the policy development will be complete by the dates shown in Appendix C. The implementation of the activity related to the specific policy development is then at the discretion of the SFRS and according to the risk reduction or risk management that is sought to be achieved.

This is unrealistic. It's taken at least five years of development of Out of Hospital Cardiac Arrest (OHCA) and national trials to get the current position. MTFA framework development began in reponse to the Mumbai attack in 2008.

The FBU believe that there has been no commencement of work within SFRS for slips, trips and falls and OHCA+ and members have no confidence that MOUs and policies can be negotiated and agreed in the proposed timeframe.

1.19 Progress against the policy development and agreement and the subsequent implementation of all associated activities will be monitored and reviewed through the existing structures already agreed under the Working Together Framework for the lifetime of this collective agreement and as supplemented by Appendix A.

1.20 If there is a failure to agree to any aspect of the policies or procedures that underpin the broadened role as set out at Sections 3, 4, 5, and 6, and as referred to in Appendix C of this collective agreement, and after using the internal and external mechanisms available to both parties there is no resolution to any dispute or disagreement in relation to any aspect of the policies or procedures, then the whole collective agreement will be deemed to have failed. At that point, the increase in basic pay levels paid as part of this collective agreement will cease with immediate effect and all staff who are covered by this collective agreement will revert to the NJC pay scales and role maps that exist at the time that this collective agreement is deemed to have failed. The SFRS will not seek to recoup or require repayment of the increase in basic pay received up to the date when this Collective Agreement is deemed to have failed.

This is unfair on members - the service is saying 'agree to whatever policies we develop, or receive a pay cut'. We have experience of failure to agree RDS terms and conditions, and have yet to commence the negotiation on the standardisation of TED terms and conditions.

What impact will this have on pension contributions? This would result in mass confusion and difficulty in checking/calculating allowances.

In general

1.21 In respect of law enforcement and policing, it is important to recognise the neutral status and perception of the fire and rescue service. This status has proven to be crucial in undertaking many areas of existing work and will enhance the ability to carry out new work. Therefore, reference to effecting entry, or words meaning gaining entry to a premise on behalf of another agency, will not be used for preventing or addressing criminal activity.

1.22 The SFRS will also, in line with current statutory duties under community planning, and addressing the need to provide a broadened role, work to support our partners including the NHS and health and social care providers by providing the activities as agreed within this collective agreement.

There is no indication in this document regarding what these activities would be in relation to Health and Social Care providers, and specifically in relation to slips, trips and falls response.

1.23 Response and prevention activities are valuable to communities in improving their safety and wellbeing.

2. Adding value to Scotland and increasing reward for firefighters

2.1 The following represent key areas with respect to firefighter roles that we believe will add further value in keeping Scotland's communities safe and help enhance their wellbeing. The broadened role set out within this collective agreement, enables the service to meet its current statutory duties and the policy requirements placed upon it by the Scottish Government. In so doing the service is also committed to agreeing an appropriate remuneration package for firefighters, working in Scotland, to support this broadened role.

It's questionable if this is an appropriate renumeration package for the volume of work and potential scope of the proposed broadened role.

2.2 In addition to the 2% increase that has already been agreed because of NJC Circular 3/19, the following increases in basic pay levels will be paid:

Stage 1 payment
4% 1st November 2019

Stage 2 payment
4% 1st April 2020

Stage 3 payment
4% 1st April 2021

Stage 4 payment
2% 1st July 2022 or the NJC pay award if greater

It is disingenuous to include this as part of the calculations in relation to the broadened role.

Stage 1 payment should commence 1 July 2019.

The Stage 4 payment is 16 months after the final policy agreement date at Appendix C and therefore is not an incentive to agree to those dates. Linking to NJC award, if this is greater - why isn't that assurance given at stages 1, 2 and 3?

2.3 The stage payments mean a minimum increase in basic pay of 14.74% compound from October 2019 to July 2022 and an overall increase in basic pay from July 2019 to July 2022 of 17% compound for all firefighters. A competent whole-time firefighter will therefore receive a basic salary of £35,734 plus the annual continuing professional development payment, by July 2022.

This is disingenous. The July 2019 pay award of 2% has already been implemented for no new work. That pay award is not connected to the current SFRS pay offer.

Will continuing professional development (CPD) payments remain linked to NJC % increases or the % included in this proposal?

2.4 Any existing local additional responsibility allowances will cease as at the date of this agreement. In making these arrangements detailed above, the SFRS will ensure that at the end of the Stage 1 payments, no member of staff is in detriment in relation to their pay.

Line and water rescue will now become contractual and not voluntary. This may mean that if a firefighter cannot fulfill this contractual element of the role, they may be dismissed on grounds of capability. SFRS have a SOP for line rescue but this has not been agreed with the FBU. This raises concerns on agreeing this role without any definitive, agreed SOP in place.

3. Response to terrorist activity (mass casualty events)

3.1 Terrorism has become a sad reality faced by communities throughout the world and the threat of terrorism is also present in Scotland. The SFRS has a responsibility to provide an appropriate response to terrorist activity which requires operating within the 'warm zone' as part of a multi-agency response, for the treatment and removal of casualties.

3.2 Accordingly, this collective agreement has the effect of extending the contractual requirement for appropriately trained and equipped firefighters to work in the warm zone in the event of a terrorist incident, including MTFA.

3.3 For the avoidance of doubt, "appropriately trained and equipped firefighters" means those personnel who have been fully-trained in, and have adequately (and regularly) practised, the multi-agency deployment at such incident types. Firefighters who have not received such training and who have not practised these skills in multi- agency simulated scenarios will not be deployed to work in the warm zone at any such incident and will be immediately withdrawn if mobilised to such incidents. For the avoidance of doubt, "simulated scenarios" means table-top exercises in conjunction with practical, on-ground exercises where the full suite of approved control measures are in place.

3.4 Should compensation arrangements specifically in respect of death or serious injury to a serving member of staff working in the warm zone be agreed at NJC level, SFRS as party to that agreement, will apply the terms agreed.

3.5 The SFRS undertake to maintain the current insurance cover for all uniformed SFRS personnel who attend an incident which is later determined as a terrorist related event as well as for specially trained personnel. The policy operates where injury or death occurs to a member of SFRS staff attending that incident. The benefit payable is up to a maximum of £1M which will be paid within an 8-week period where all required information is received.

3.6 The SFRS will only respond to a known incident which has one or more of the following attack methodologies:

- Bladed weapon
- Vehicle as a weapon
- Fire as a weapon
- Improvised Explosive Device (IED)
- Grenades
- Firearms
- Siege
- Chemicals

In agreeing these attack methodologies, it is jointly acknowledged that they are likely to continue to evolve over the coming years, and therefore there is an ongoing requirement to keep the methodologies under review and agree with the FBU any adjustment of the incident types to which the SFRS would respond based on the outcomes of that review.

4. Out of Hospital Cardiac Arrect (OHCA) and Out of Hospital Cardiac Arrest Plus (OHCA+)

In General

4.1 The SFRS will co-respond to a limited range of agreed emergencies (see 4.11 and 4.12) where there is an immediate risk to life. The SFRS will provide this assistance where it doesn’t detract from the statutory duties identified by the Fire (Scotland) Act 2005.

4.2 The Scottish Ambulance Service (SAS) is responsible for ensuring that requests for ambulance assistance from the public, health care professionals and partner organisations (including NHS24, the police and fire and rescue service) are categorised and responded to with the appropriate resource to meet patient clinical need. That response may include physical assets, advice or referral to appropriate

agencies e.g. the SFRS.

4.3 The SFRS Operations Control will be responsible for ensuring that requests for assistance from SAS are only resourced by appropriately trained, equipped and competent staff where available and not already deployed to other incidents.

4.4 SFRS crews will only respond as part of and in support of a multi-agency response including those coordinated by SAS. Mobilising protocols can be found at Appendix D.

It's acknowledged that the inclusion of these protocols is positive. However, 4.2 doesn't necessarily ensure a timely response as the nearest SAS response can, and regularly does, get redirected to higher category incidents.

4.5 Clinical governance arrangements and training packages will be developed and delivered by SAS in accordance with SFRS principles and practice. Further detail can be found at Appendix E.

4.6 The SFRS will provide all necessary specialist PPE and equipment for SFRS personnel which will fully comply with the clinical governance requirements of SAS and all relevant legislation and SFRS principles and practice. Further detail can be found at Appendix F.

4.7 The SFRS already provide psychological support services for operational crews affected by incidents they have attended. In developing OHCA+ the SFRS will extend the existing support in the form of proactive training and psychological support measures. This will be done in conjunction with the SFRS Health and Wellbeing and the Service's external psychological support provider. Further detail is provided at Appendix G.

I-Hub states that this will take place in 2020, but is not in place yet.

Access to and policy guidance on this is not harmonised - there is no critical incident policy to date. Some areas send letters to staff post-incident offering support, but this isn't done across the service.

4.8 The SFRS personnel will not administer intravenous drugs when they deploy. SFRS personnel will not transport individuals to or from hospital.

4.9 When responding to these incidents, SFRS will at all times come under the clinical governance of SAS.

OHCA

4.10 The SFRS will respond to calls where SAS have identified, through their triage procedures, that a response is required to a cardiac or respiratory arrest, in line with Scottish Government's Out of Hospital Cardiac Arrest strategy.

4.11 The SFRS will consult the FBU on a joint roll out plan which will then be agreed with SAS for the sequence of SFRS stations enabled to co-respond to enhance and complement the service already provided by SAS and to improve survivability rates for patients involved in incidents classed as cardiac or respiratory arrest.

This is positive and welcome. However there is a contradiction in previous statements from the service. They had stated at staff engagement sessions that no station providing a specialist skill will be expected to undertake these elements of the broadened role. Subsequent statements have said that the previous OHCA trial stations will be the first to engage. Elgin was a trial station and is a specialist water rescue station.

OHCA+

4.12 The request for the SFRS to attend will be where SAS have identified, through their triage procedures, that a response is required to an immediate threat to life. For clarity these are allergic reactions, burns, breathing difficulty including choking, drowning, chest pain, seizures, unresponsive patient, trauma and haemorrhage.

This is unclear. Is this an SFRS attendance with an appliance or will this be a FDO who responds on their own?

This appears to cover everything that an emergency ambulance would respond to - see the Scottish Ambulance Strategic Plan, page 16.

5. Safe and Well

5.1 The SFRS will build upon the home fire safety visit model, to help their health & social care partners to identify the most vulnerable individuals and households in our communities who are at greatest risk of harm. This is viewed as extending the role of firefighters to include the identification of risk, making provision for the appropriate sharing of information and intelligence with specialist partners, carrying out joint training and sharing equipment (subject to meeting the requirements of relevant legislation in relation to health & safety, use and disposal).

5.2 By expanding the scope of the SFRS home visits to look at and respond to other risks, alongside fire risk, SFRS will increase public value and support partners to deliver national and local outcomes. It is anticipated that the Safe and Well programme will continue to contribute to reducing fire incidents, injuries and deaths amongst those communities who are most at risk. This does not dilute the SFRS core duty and will provide the opportunity to deliver advice and interventions under current legislation on behalf of the SFRS partners to identify people who will benefit from a referral into specialist services.

Has SFRS considered the impact of increased admin in relation to both business safety and safe and well? Many firefighters aready report struggling to manage workload in relation to training, testing and maintenance of equipment.

5.3 Firefighters play a key role in helping to reduce the risks of unintentional harm and will promote positive outcomes within the home and wider community. Reducing loneliness, building stronger community connections, helping in the identification of the early signs of dementia (through signposting to specialist agencies) and acting in partnership to reduce the risk of slips, trips and falls are key elements of this. The SFRS will develop a revised home fire safety visit model to accommodate these changes, within which the expectations, limitations and liability cover of SFRS staff will be outlined.

5.4 Signposting will be reported internally within the SFRS and the Community Action Team will be responsible for the referrals to partner agencies. For clarity, in relation to dementia and loneliness/isolation, firefighters are not expected to provide diagnosis or treatment.

5.5 In relation to improving community safety and contributing to positive community outcomes, firefighters will:

- train members of the wider community in the use of defibrillators and the application of CPR (any assessment of competence will be conducted by appropriately trained assessors who have the skills and knowledge to do so);
- deliver education intervention and enhanced youth engagement programmes and activities, including volunteer schemes and educational interventions;
- work with local partners to offer fire specific interventions
- sign posting those experiencing domestic abuse; and,
- develop interventions to co-respond to slips, trips and falls to assist other recognised agencies.

Is this in relation to competence of firefighters delivering this training, or competence of the people having received the training?

The inclusion of this is inappropriate work for our members. Some of these other agencies may well be private businesses sub-contracting to local authorities. Are firefighters expected to support such profiteering by plugging gaps in their delivery?

5.6 In line with 1.17 and in relation to slips, trips and falls, the SFRS will work with health and social care partners to agree an appropriate co-response intervention. Fire service resources will be mobilised where serious injury or collapse is suspected due to non-response or has been confirmed and reported by the partner service (rather than a simple trip, slip or fall). Mobilising protocols can be found at Appendix H. SFRS staff will be fully trained and supported to carry out this role. The principal criteria for the MoUs will be:

- to develop a robust co-response model including clear SFRS and partner responsibilities, with the HSC partners retaining the lead responsibility for all incidents. For clarity SFRS will complement and work alongside partners as a secondary response partner;
- that should the attending SFRS resource be able to make an intervention where they are satisfied that the situation has been rectified and returned to a stable condition, a message will be sent to SFRS Operations Control making SFRS resources available for redeployment. In such circumstances, this should not affect the response requirements on the co-responding partner agency;
- the acceptable time limits for the SFRS being relieved at scene;
- there being no implicit or explicit personal care requirement of SFRS personnel made;
- the mobilisation of the SFRS resources through Operations Control;
- the performance criteria that include measuring the impact on statutory duties and attendance times to incidents for both parties;
- making clear that instances of partners failing to meet and/or failing to be able to meet the requirements of the MoU, which might be one exceptional single instance, will result in the SFRS reviewing their mobilisation to such incidents resulting in the temporary or permanent suspension of the MoU if suitable changes are not implemented by the partner organisation; and
- given the nature of the calls the co-response will be provided by an appropriate person. The appropriate person will be qualified and trained to deal with such emergencies.

***"where serious injury or collapse is suspected"* - does this not remove this incident type from slips, trips and falls (STF) and place it firmly in the OHCA+ category? SFRS and STF teams are unlikely to be able to intervene beyond requesting SAS attendance.**

***"SFRS will complement and work alongside partners as a secondary response partner"* - it is well documented and evidenced that health and social care partners are under-resourced, under-funded, and staff are over-worked and stressed as detailed in Unison's Nov 2019 FOI report.**

An "*SFRS resource*" is unclear if this is an appliance with crews or if this is a FDO responding on their own.

***"there being no implicit or explicit personal care requirement of SFRS personnel"* - in principle this is correct. However, do the service expect firefighters to do nothing in situations when they are the first response to arrive on the scene.**

***"making clear that instances of partners failing..."* - partner organisations are currently failing and current MOUs are not being adhered to by SFRS or SAS/HSC partners. Examples of firefighters attending incidents of STF for many hours is evidence that there is no confidence in MOUs.**

"by an appropriate person" **- is this in relation to the SFRS response or the partner agency response? It suggests lone working if it is SFRS.**

6. Business Safety

6.1 Building upon the current position of the SFRS, with the appropriate training and equipment, station-based personnel are well placed to expand the range and scope of support and advice on fire safety that we can offer to the business sector. Station based personnel carry out regulatory and other visits and through these they will identify issues to be referred to fire safety specialists. Those specialist teams are then better placed to offer advice and where necessary take appropriate action to ensure the safety of those businesses and the people who work in them. There is no intention to replace the role of specialist fire safety officers with station based personnel.

Has SFRS reduced the number of Fire Safety Officers - do we risk increasing the workload beyond the capacity of these departments?

Appendix A - Local Technical Working Groups

A1 The introduction of new work activities will be a central feature of NJC agreement on pay and broadening the role. It is recognised that within Scotland, there will be an MoU between the FRS and partner organisation and that will be important in the work of the local technical working group (LTWG). As such its development will be discussed within the LTWG at the earliest opportunity.

A2 The introduction of new work the SFRS can be potentially disruptive and/or give rise to apprehension and a degree of anxiety. These negative impacts can normally be successfully mitigated, reduced or in some cases prevented by (a) careful and considered advance planning, and (b) robust identifiable assurance for employees (at all levels) that there are good structures and processes in place to ensure that problems which arise individually or collectively by employees will be the subject of analysis, consideration and resolution.

A3 This is the role, purpose and strength of local technical working groups. Joint discussion, meaningful consultation and, if appropriate, negotiation within the LTWG (of which the Fire Brigades Union is a core participant), is central to the success of the implementation and is a core element of the national agreement. Experience tells us that expedient shortcuts, often well-intentioned, can create cultural and systemic medium and long-term problems which later prove difficult to eradicate and are counter- productive. Reasonable facilities time will continue to be granted to support the work of the LTWG.

A4 The local technical working group is not a replacement for existing industrial relations and health and safety committees, nor does it replace the requirement to record and process agreements through those committees, but it should assist in resolving or improving on specific new work activity issues as expeditiously as possible. The role of the LTWG is not to renegotiate matters which have been nationally agreed.

A5 The precise structure and composition of the LTWG will be a matter of local determination between the local parties, but it is important to stress the attendees are as fully conversant with the matters under discussion as possible. On some issues it will be appropriate to supplement standing-attendees with subject matter experts/ leads. It is recognised that there will be matters that will need to be raised/ addressed/jointly discussed by or with, representatives of the partner agencies within the LTWG remit.

A6 Its key role and purpose is not to patch up problems or simply to be a forum for dealing with “glitches” but rather to ensure the success of the implementation of the range of activities agreed. To that end a key function must be to regularly evaluate, monitor and review the implementation until carrying out the activity is fully embedded, including the performance/ contribution and commitment of other agencies and organisations which are central to the work being undertaken by the

fire and rescue service. This should be undertaken in a structured way to ensure regular periodic assessment.

A7 The LTWG is seen as the key forum in which to discuss arrangements to minimise any problems which can be foreseen and predicted, and to put into effect appropriate arrangements prior to introduction and those that subsequently become apparent following implementation of the new activity. The forum allows an issue to be considered in a holistic context i.e. to ensure that measures to address one problem don't create tensions or problems in another area. It allows matters to be addressed in a formal but more relaxed group manner which will be more efficient, effective and less time-consuming way than via a very formal discussion. Essentially, it is intended to be a more productive forum to solve problems.

A8 It is appropriate for the matters being discussed or referred to the LTWG are noted and recorded at the Partnership Advisory Group but for the discussion to take place at meetings of the LTWG. Any matters of interpretation relating to the Collective Agreement will be registered with the NJC Joint Secretaries to be addressed as soon as practicable by either side i.e. unilaterally, where a joint approach cannot be agreed. Whilst the interpretation is sought from the national joint secretaries, the status quo prior to the disagreement will apply.

A9 Any changes in structural departmental organisation (as part of the introduction of new work) will be consulted upon early and separately in line with normal processes, which includes the provision of information and the exchange of ideas.

A10 The business of the LTWG will include discussion around the following matters with arrangements on these matters will need to be in place prior to implementation:

- Standard operating procedures - at station, in relevant departments and in the control room;
- Suitable and sufficient risk assessments;
- Recording, reporting and audit processes;
- Equipment evaluation, procurement, replacement process;
- Training content, training delivery and programming of training; and,
- Adaptation of existing arrangements whether that be, as examples, work planning and programming, work routines, storage planning and vehicle modification.

This offer includes removing the voluntary aspect of rope and water rescue. There is no mention of how rope and water rescue will be brought into a firefighter's contract and no indication of a LTWF for these skills. The newly released SOP for rope rescue has not been agreed by theFBU and contains serious health and safety concerns. This contradicts the claims made above.

A11 Both sides recognise that time taken before introduction is a valuable investment which will pay dividends in the short, medium and longer term.

A12 During the implementation phase, should issues arise, immediate steps will be necessary at the time when they arise. The LTWG will remain in place for a period of 12 months from implementation to discuss the issues that have occurred in order to identify appropriate solutions. Thereafter issues will be handled through the normal SFRS processes.

A13 A review of the new work will take place approximately 12 months from implementation. The issues for consideration during review may arise from the elements identified above but may also arise as a result of:

- Experience during the course of an activity;
- Closer working relationship with other agencies;
- Training;
- Issues in relation to procedures; and/or,
- Issues in relation to equipment.

The current policy review schedule is not adhered to, e.g. water rescue SOP review date was Feb 17 and still has not been done.

Appendix B – Training

B1 The pre-requisites for training are:

- The correct procedures; and,
- Clear communication and provision of correct procedures and equipment (including PPE).

B2 Training content (against the procedures), training delivery and programming of training will be a key factor for discussion at the LTWG. Training programmes and content will reflect the need for and level of training required.

B3 The SFRS is be responsible for ensuring the provision of all specialist training and equipment including PPE.

There are concerns over the capacity of SFRS to add further training over and above core skill training which is currently under-resourced.

RDS feedback is that they struggle to keep on top of training requirements. Feedback from a previous OHCA trial station is that the training was good but would be inadequate for OHCA+ and STF response.

B5 Implementation of new work activity will not take place until personnel have been appropriately trained.

B6 Individual employees will not undertake activities for which they have not been trained.

B7 The lead partner organisation that the work is being undertaken on behalf of will be consulted on the design of the procedures and training.

B8 All training undertaken by personnel will be undertaken whilst being paid.

B9 In order to enhance skills and knowledge acquisition a range of training methodologies, aligned to individual learning styles will be considered where appropriate.

B10 Appropriate safe systems of work will be provided to all staff that are required to undertake this work.

B11 All training will be provided by trainers who are competent to deliver the training and conversant in the FRS procedures in relation to the specific activity. However, there will not be a reliance on cascade-training especially on risk-critical matters in respect of new areas of work.

B12 In the initial stages of implementation, the SFRS may need to have training provided by the lead partner organisation.

B13 Training will be geared to the practical application of the activity e.g.

- Working in a minimum of pairs;
- Working in teams of sufficient size for the work to be undertaken; and,
- Ensuring the principle of FRS activity being undertaken by personnel with sufficient rank/role or being supervised by a grey book employee with sufficient rank/role

B14 Training would need to be undertaken on a regular basis to ensure competence levels are maintained.

B15 Regular evaluation and re-assessment of all training should be carried out with results recorded and acted on accordingly.

B16 Suitable mechanisms should be in place to record training competency, including that of SFRS or partner trainers.

B17 As a minimum, level 1 safeguarding training should be provided to staff at all levels.

Appendix C – Policy agreement and implementation timelines

Out of Hospital Cardiac Arrest
Policy agreement – prior to the date of this agreement
Earliest policy implementation – the date of this agreement

Response to Terrorist Activity
Policy agreement – prior to the date of this agreement
Earliest policy implementation – the date of this agreement

Business Safety
Policy agreement – by no later than 31st March 2020
Earliest policy implementation – 1st April 2020

Safe and Well
Policy agreement – by no later than 31st March 2020
Earliest policy implementation – 1st April 2020

Out of Hospital Cardiac Arrest +
Policy agreement – by no later than 31st March 2021
Earliest policy implementation – 1st April 2021

Slips Trips and Falls
Policy agreement – by no later than 31st March 2021
Earliest policy implementation – 1st April 2021

Business safety - has work begun on this? The OHCA and MTFA frameworks were years in the making. This gives less than three months to develop, negotiate and agree policy.

Safe and well - same as above, although work has been done on this element.

OHCA+ - 14 months to develop, negotiate and agree is unrealistic. The same for slips, trips and falls.

Appendix D - Mobilising process for OHCA+

D1 The following criteria will need to be met to enable the SFRS to mobilise a co-responding OHCA+ resource to an incident:

- The incident must fall within the scope of the local MoU.
- The SAS must be mobilising their closest available resource;
- SFRS resources will not be deployed unless the SAS has confirmed they have mobilised a resource or there is a known DNR in place.
- SFRS Operations Control (SFRS OC) retains responsibility for mobilising SFRS resources in response to an appropriate request from the SAS. This is to ensure that the SFRS OC can continue to manage fire cover and so that the SFRS is aware of the activities of its staff.
- Only resources which have a co-responding OHCA+ capability (equipment and trained personnel) will be mobilised and respond to a co-responding OHCA+ incident.
- Co-responding OHCA+ resources will be communicated with and monitored via SFRS OC systems.

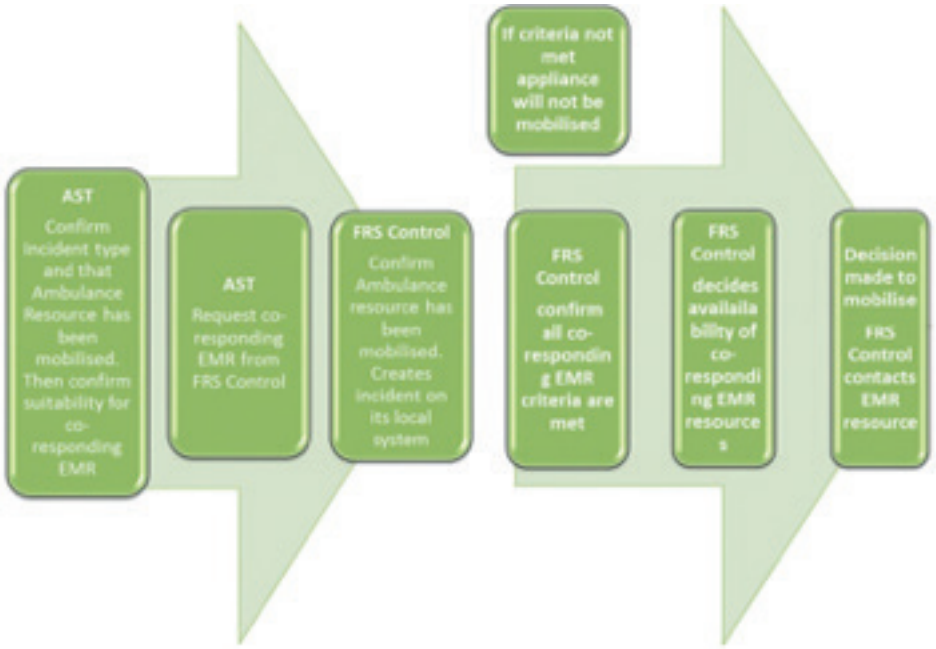
SAS control operators confirm that the closest reponse will likely be mobilised, however if they get a higher category call they will be redirected. How can this be resolved with an MOU? That would result in more serious cases having longer delays in response from SAS as they would be committed to the co-response with SFRS.

SAS under the current MOI on "effect an entry" are required to confirm they have been mobilised and in attendance before SFRS resource is deployed. This currently does not happen and SFRS resources, on numerous occasions, become the only resources in attendance for many hours with no adequate training or equipment to deal with the incident effectively.

D2 In respect of OHCA+ incidents, the nearest SFRS station commander will be mobilised to ensure crew welfare. Where this is not practicable, the station commander will make contact with the responding crew after the incident. Where the incident commander requires the attendance of a more senior commander, they will be immediately deployed.

Will the station commander (SC) be trained to ensure crew welfare? Who will be responsible for the welfare of the SC? If a GC or AC are closer, will they be mobilised instead or is it only the responsibility of the SC? What happens if the SC gets to the incident ahead of the crew?

D3 The flow diagram on the next page illustrates the mobilising process.


AST
Confirm incident type and that Ambulance Resource has been mobilised. Then confirm suitability for co-responding EMR
AST
Request co-responding EMR from FRS Control
FRS Control
Confirm Ambulance resource has been mobilised. Creates incident on its local system
FRS Control
confirm all co-responding EMR criteria are met
If criteria not met appliance will not be mobilised
FRS Control
decides availaila bility of co-respondi ng EMR resource s
Decision made to mobilise
FRS Control contacts EMR resource

Appendix E - Training and development considerations for OHCA+

E1 Clinical governance

E1.1 The SFRS will ensure that operational crews have the requisite skills to attend co- responding OHCA+ incidents alongside the Scottish Ambulance Service (SAS). Training will be the responsibility of the SFRS, however the training strategy will be created and underwritten collaboratively with SAS and will be guided by their requirements. This approach will ensure that SAS are comfortable with the content of the training and it will be delivered by a seconded SAS personnel. This in turn will ensure both parties are clear on the range of skills operational crews have, as well as their limitations. Ongoing maintenance of skills (refresher training), OHCA+ Equipment and PPE should also be developed in collaboration with SAS. The SFRS will monitor the provision of these and SAS will provide the SFRS with relevant updates on medical practice.

Where is the training for middle managers who are also required to attend them?

E2 Incident Types

E2.1 The medical content of the local training strategy will be determined by the type of incidents to be attended.

E3 Medical Training

E3.1 As described, it is anticipated that the medical aspects of the local training strategy would be developed together with SAS to ensure that SFRS staff have the skills to manage the incident types to which they will co-respond to until SAS arrive. Areas for consideration of any training strategy will include:

- Required qualifications of training delivery staff;
- Medical Content;
- Training on correct use of Equipment and PPE;
- Duration and frequency of training;
- Maintenance of skills; and,
- Theoretical and Practical assessments.

E4 Additional Training Requirements

E4.1 In addition to medical training for such incidents, SFRS staff will require additional skills and knowledge to manage the situations which they will encounter. The headings below list areas to be included. Advice and guidance from additional

professional partners may be required to deliver these aspects of training.

- Trauma Risk Management – Psychological support for co-responders;
- Training for mental conditions of patients;
- Legal and Ethical awareness;
- Patient Confidentiality;
- Supporting bystanders suffering grief;
- Dealing with “Do Not Resuscitate Orders” (when advised post-arrival);
- Mobilisation Protocols;
- Managing Clinical Waste;
- Manual Handling of casualties;
- Procedures for remote support;
- Training on the procedure for operational review of incidents (Feedback on CPR performance); and,
- Training on any additional reporting system that may be required to capture incident data.

E5 Operations Control Staff

E5.1 It is recognised that mobilisations to such incidents will be handled by FRS control staff. In addition to training on any new mobilisation procedures for such incidents, any additional appropriate training will include, depending upon local circumstances:

- How to handle any misplaced calls from the public;
- The redirection of the misplaced call;
- Advising the caller whilst the call is redirected (basic life support);
- Awareness training on terminology; and,
- Understanding of procedures used for co-responding EMR incidents.

Current control projects are well behind on delivery schedules. How do the service intend to deliver any of this and the major projects that are ongoing?

Control have statistically the highest work-related stress absences within SFRS. There are concerns over further additional work including additional incident types and attendance, terminology and MOUs with SAS and other organisations at a time when a new mobilising system and new call signs are being introduced.

Beyond fire survival guidance, basic life support is not the responsibility of OC staff. There are concerns that when it is widely known that SFRS will provide a medical response and co-respond to STF that the public will contact fire control rooms direct for control to give basic life support. This could initiate a merge into combined control rooms between fire, ambulance and police.

E6 Middle Managers

E6.1 Training will be given to managers who may be mobilised to support operational crews at such incidents. This may include an awareness of all relevant procedures and the need for welfare support. In circumstances where a middle manager undertakes the actual role of co-responder they will be provided with the same relevant training as any other employee undertaking co-responding and be suitably equipped.

There are concerns that middle managers will be the first at the scene of an incident with either a crew or SAS arriving later. This would cause concern if the middle manager needs to carry out CPR or other interventions on their own.

Welfare support is given to crews by middle managers but there is no mention of welfare support for middle managers.

The document refers to station commanders, yet this section refers to middle managers.

Appendix F - PPE considerations for OCHA+

F1 Hazards and risks

F1.1 One of the main hazards when providing casualty care at an EMR incident is exposure to blood borne viruses (BBV), body fluids and blood borne pathogens. Other hazards include working in the kneeling position for prolonged periods and the risk of injury from needle sticks/sharps. To minimise the risk of exposure to any of the aforementioned hazards, the availability and donning of the appropriate PPE will be required.

SFRS indicate they will not use EMR - the inclusion of EMR in this appendix contradicts their FAQs. While this may be in error, it shows the intention of OHCA+. It also shows contempt for the agreement to remove it and for firefighters expected to sign up to this proposal.

F1.2 Subject to the requisite risk assessment process the provision and use of PPE for co- responding to OHCA+, will include protection against contamination and or injury through the following:

- Ingestion;
- Absorption;
- Inhalation;
- Injection; and,
- Impact.

F1.3 Comprehensive protection should be achieved, e.g. to: head; eye, face; hand; arm; wrist; torso; knee; foot and respiratory as appropriate for the risks and conditions of the activity. The SFRS will be mindful of the necessity to avoid the wearing of structural firefighting PPE that may be contaminated, in so far as is practicable.

F1.4 Due to the varied working environments which will be encountered whilst co- responding to an EMR incident, any PPE worn should be determined by a suitable and sufficient risk assessment carried out by SFRS of the activities to be undertaken, underpinned by an assessment of risk carried out by the incident commander.

F2 Monitoring and Review

F2.1 As co–responding to EMR incidents is new to the majority of SFRS personnel, the monitoring and review of EMR incidents through the LTWG will be required to ensure that any identified exposures or injuries are investigated, and any necessary actions taken.

Appendix G - Mental Health and Wellbeing Arrangements

G1 Mental health as an issue has been widely recognised across the Fire and Rescue Service (FRS) sector. The purpose of this paper is to consider mental health and wellbeing issues specifically in connection with the broadening of the role and to identify a number of general principles in that regard, which are shown below. All mental health and wellbeing provisions should be developed in consultation with cccupational health (OH) providers. Both parties agree that a bad experience at the point where the step has been taken to seek help risks jeopardising the likelihood of help being sought.

During the OHCA trials, a higher percentage than usual of firefighters at the trial stations were referred to the Rivers Centre with mental health matters including PTSD.

G2 Counselling provision

G2.1 Counsellors should have a good understanding of the activities undertaken by SFRS employees and some of the challenges that they will have dealt with. This means all work including that arising from this Collective Agreement e.g. OHCA+ and MTFA

G2.2 SFRSs recognizes its duty of care and it is imperative that measures are in place so that counselling support can be provided at the point of need. Access to counsellors for face to face support is an important provision.

G2.3 SFRS will ensure that arrangements are such that firefighters have the flexibility and support to allow them to take up this help in as confidential a way as possible.

G2.4 Suitably qualified and experienced counsellors will be made available by SFRS, including telephone support at work and at home.

G2.5 SFRS counselling and welfare policies will take into account the broadening role and the support that will be available if needed. Raising concerns around a colleague's mental health should also be covered in policies.

G2.6 SFRSs should have sufficient counselling provision assessed against projected need and this would be based upon data held by the FRS and in consultation with local health- care professionals.

G2.7 In recognition that involvement in the broader role work may increase over time, the level of provision should be regularly reviewed to ensure that both the provision and quality of the mental health and wellbeing services for personnel is

appropriate and as effective as it can be.

What work are the SFRS doing to ensure councillors have this understanding?

G3 Promotion and access

G3.1 Building workforce confidence to self-refer and access the counselling provision is vital. Access to counselling should be communicated and continually promoted to uniformed employees of all roles to ensure they are fully aware of the benefits of this facility. Therefore, SFRSs will:

- Ensure the process for obtaining support is clear and easily accessible;
- Maximise promotion and positive messaging in respect of these services; and,
- Measure the access to these support services where possible.

It's good that 'Promotion and access' is included. However, currently access to and availability of support is varied across Scotland. Critical incidents are declared with no follow up, as there is no agreed critical incident policy. Some areas receive a follow up letter post-incident, some rely on a middle manager getting in touch with firefighters, some get nothing and responsibility is placed on firefighters to self-refer.

G3.2 Regular debriefing alongside specific debriefing following individual instances of manifestly traumatic exposure will be important. SFRS will be mindful of the need to be able to identify whether individuals are at risk as a result of the activity they have undertaken and signpost accordingly.

G3.3 Other support mechanisms e.g. the use of intranet and posters to promote mental health and well-being are useful as supplementary initiatives but are insufficient by themselves.

G3.4 Whilst formal peer support clearly does have value it has limitations and may be counter- productive; it should not be relied upon as a replacement for other support mechanisms highlighted in section 2.

G3.5 Where formal peer support is used appropriate training must be provided.

G3.6 Where an individual identifies (or is identified) as being at risk, processes should be put in place to ensure specific attention is paid to whether similar risk may be present for co-workers who have attended the same incident(s).

G4 Review

This evaluation process should:

G4.1 Consider the scale and qualitative assessment of the delivery of support to individuals.

G4.2 Identify if there are any underlying causes or emerging themes over a number of activities, from a single exceptional event or the cumulative impact.

G4.3 Take place internally and also with appropriate lead stakeholders - SFRS Health and Safety (H&S) managers; fire service trade unions; OH providers and partner agencies.

G4.4 In order to ensure effective monitoring and evaluation to inform the review process, SFRS will have arrangements in place to map activities undertaken with the number of incidences of mental health sickness. This should not impact on any firefighter who feels the need to make a self-referral.

Operational fire control have the highest levels of work-related stress absences, yet SFRS are continuing to add further work as detailed in this proposal.

G4.5 Some areas that may further assist in improving awareness and encouraging mental health and wellbeing attitudes include:

G4.6 Regular mental wellbeing self-help check – It is important that staff consider their own mental health and wellbeing. Services should therefor consider provision of some type of mental health and wellbeing self-checking process as part of a holistic approach.

G4.7 Complete review of all mental health and wellbeing policies, which have not yet taken such new work into account will be essential.

G4.8 Mental health and wellbeing should be a consideration when developing policy though it is recognised that it will not be relevant to all policies, e.g. expenses. Fire and rescue services and their employees locally should work towards the eradication of any sense of stigma attached to mental health concerns and creating an environment where people are comfortable discussing it.

G5 Additional considerations

G5.1 The SFRS must have the ability to recall incidents attended by an individual to be able to identify any causal or contributory mental health factors. This could also

inform any policy review.

During the OHCA trials, a higher percentage than usual of firefighters at the trial stations were referred to the Rivers Centre with mental health matters including PTSD.

G5.2 The SFRS should have in place arrangements to support individuals whose mental wellbeing is affected and, where it is identified (either through a managerial process or by the individual employee), they should be referred to OH where any reasonable adjustments to working duties will be considered in line with normal processes. This may include, in exceptional circumstances, an individual being temporarily withdrawn from some, or all activities.

Appendix H - Mobilising process for slips, trips and falls (STF)

H1 The following criteria will need to be met to enable the SFRS to mobilise a co-responding STF resource to an incident:

- The incident must fall within the scope of the local MoU.
- The partner organisation must be mobilising their closest available resource;
- SFRS resources will not be deployed unless the partner organisation has confirmed they have mobilised a resource or if there is a known DNR in place
- SFRS Operations Control (SFRS OC) retains responsibility for mobilising SFRS resources in response to an appropriate request from the partner organisation. This is to ensure that the SFRS OC can continue to manage fire cover and so that the SFRS is aware of the activities of its staff.
- Only resources which have a STF capability (equipment and trained personnel) will be mobilised and respond to a STF incident.
- Co-responding STF resources will be communicated with and monitored via SFRS OC systems.

"the inident must fall within the scope of the local MoU" **- There is a lack of confidence in this being adhered to robustly due to the current MOU on "effect an entry", where SFRS resources are deployed. There are many examples where the premise is not lockfast and they are the only resource in place for many hours until an ambulance arrives.**

Health and social care partners are extremely stretched, as reported in Unison's Nov 2019 report into social work services being at breaking point. The report confirmed that:

- **76% of respondents did not have enough staff**
- **82% stated that their workload had got heavier in the last few years**
- **89%of staff are working late and skipping break to keep on top of their workload**
- **Almost a third of respondents rated their stress as 9 or 10 on a scale of 1 to 10.**
- **90% of respondents are considering leaving their job**
- **Two third of staff have experienced physical or verbal abuse at work**
- **Only 31% would recommend social work teams as a place to work**
- **There are 176 fewer social workers and 605 fewer business support staff than last year**
- **Audit Scotland estimated that social work services need a 16%-21% increase in funding to cope with growing demand. The funding has not been put in place.**

"or if there is a known DNR in place" **- this suggests that when someone has fallen but has a DNR, they would receive no response. Whilst a DNR can be in place, it is the FBU's understanding that unless you physically see the document then it cannot be assumed to be in place.**

If this is included in this appendix in error then it again shows a disregard for the importance of this document and the decision firefighters are being asked to make.

H2 In respect of STF incidents, the nearest SFRS station commander will be mobilised to ensure crew welfare. Where this is not practicable, the Station Commander will make contact with the responding crew after the incident. Where the Incident Commander requires the attendance of a more senior commander, they will be immediately deployed.

H3 The flow diagram below illustrates the mobilising process.