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To: All Avon FBU Members

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Dear Brother/Sister,

Emergency Medical Response (EMR) Update

Members will be aware of the FBU's ongoing disagreement with Avon Fire and Rescue Services (AFRS) concerning the AFRS aspiration for a response capability to attend EMR cardiac response medical emergencies. This circular is provided to bring together the issues and to provide an update to members on the current situation. It is a comprehensive briefing – a matter such as this requires a detailed explanation.

The most recent service plan has included EMR within the document and consequently we have received a number of enquiries from members on the status of the matter. To be clear, AFRS had not consulted with the union prior to the statements being included and released in the service plan. This failure to communicate with the union or to respond to the matters raised in the FBU's letters on this subject has become thematic.

EMR and the FBU

Conference statements in 2013 and 2015 called "Firefighters and Response to Medical Incidents", which covered 'broadening the role' required the Executive Council to identify acceptable areas of work that are currently outside of national rolemaps, and this included emergency medical response. Our policy is premised upon there being proper training, provision of equipment, risk assessment procedures and policies.

A key element is the necessity of there being sufficient funding provided by government to ensure that the costs of the additional work is not a burden on fire and rescues services which will detract from the ability to provide core services. There is of course the associated other important issue of payment. Funding also needs to be provided for additional fully pensionable payment on the grounds of increased responsibility. Managers (across all industries and sectors) are paid for the high responsibility and risks that their job entails, and in particular, the increased accountability in respect of that decision-making. Moreover, it's a rare event for anyone to take on the workloads of others without an increase in pay as reward for the increased workload. All fire and rescue service personnel need to be similarly rewarded.

The FBU approach found resonance with the national employers' side of the NJC. Through collective agreement, trials of a number of additional types of work, including EMR-cardiac response were conducted in a number of services to evaluate the suitability and viability of such work. The experience and outcomes of the EMR-cardiac arrest trials were professionally evaluated by independent assessors commissioned jointly through the NJC. The two evaluation reports identified that such work, if undertaken by fire and rescue services, would produce efficiencies in the delivery of EMR which could be monetarised by government. The reports showed that the early and high-quality interventions by FRS personnel made a huge contribution to survivability rates and reduced in-patient hospital care costs. Equally however, the reports highlighted that the value and quality of the outcomes arising from the introduction of such work was highly dependent upon the standard of the scheme, and that poorly planned, poorly implemented arrangements created risks.

The work undertaken was considered by the NJC in the light of the evaluations. The NJC used the work to underpin its ongoing approaches to the UK governments. However, as a consequence of government non-engagement and short-sightedness, particularly by the Home Office and/or Treasury, the discussions regarding funding were going nowhere. As a consequence, the trials were halted and subsequently the broadening of the role initiative was 'parked'.

The FBU remains committed to seeking a sustainable and mutually acceptable arrangement through collective agreement at the NJC or under its auspices. Because of the necessity for adequate funding, which can almost certainly only be sourced by government, any local scheme introduced at individual FRS level will have to be funded through cuts elsewhere in the FRS budget and will be partial, poorly designed and as a consequence will be poorly delivered. Such schemes, rather than providing a valuable contribution to improved emergency medical service delivery will result in a medical PR con and worsened core services delivered by the fire and rescue service.

A major problem identified was that some ambulance services had "gamed the system". Instead of operating co-responding schemes, they re-directed the ambulances to other calls and in essence took advantage and operated a first-responder scheme to the detriment of the respective fire and rescue service, and also to the patient who, whilst stabilised by the attending fire crews, did not receive early clinical treatment for the underlying cause of the heart attack and were not transported to hospital for urgent medical interventions and professional hospital care. Some ambulance services took further advantage by requesting fire and rescue service attendance to ambulance service incidents which were not cardiac arrests.

With all of this in mind, Avon Brigade Officials have written to principal management on a number of occasions. The FBU, and we hope the FRA, is not opposed to the introduction of such work

<u>The FBU Approach to EMR Negotiation and Consultation</u>

Since the inception of the FBU policy in 2013, which was a marked step in a different direction to the position adopted a decade before, the FBU has been clear that any consideration by the union of a broadened role would only be contemplated if it was on a principled and professional basis and, accordingly, where there is clear evidence that:

- the work is relevant to the fire and rescue service;
- no detriment to fire and rescue service delivery will result from the introduction of the proposed new work;
- where there are robust and high-quality arrangements in place to ensure the successful introduction of such work, that members are content with the whole package of measures such that they would agree to a change to their contract.

This has been conveyed to the employers' side of the NJC and emphasised at every opportunity to every service by the local FBU, including here in Avon.

In order to achieve the agreement of the FBU, every proposal would have to meet the necessary criteria including:

- Avon maintaining its own core statutory response to fires and other incidents. The FBU made it clear to the chair of Avon Fire Authority, Brenda Massey, that appliances have been and are off the run and unavailable for their statutory function on any given day, never mind taking on extra work such as EMR;
- Funding for the UK FRS is for their core responsibilities and any additional workload and costs arising from this new work needs to be recognised;
- Provision of appropriate training, equipment and PPE - all of which must be to a suitably high standard including continuation training;
- Agreed H&S Risk Assessments;
- Mental and Occupational Health Support that meets the needs of our members;
- Reflecting the principle that higher/greater responsibility requires increased reward (a principle which operates in all sectors/business/the government and indeed the rank structure in the fire and rescue service) – increase in pensionable pay reflecting the nature of the additional work beyond current firefighter role maps;
- The terms and measures being underpinned by a collective agreement with the FBU.

The FBU is supportive of emergency medical work to save lives within the communities that they work, and this work must be properly considered to maintain the high standards expected of the fire and rescue service. However, this will only be achieved through collective agreement and thorough on-going consultation with the FBU for the safety and health of firefighters and the public.

The FBU Approach to Changes to Core Terms and Conditions

Any change to our terms and conditions must be made by agreement with the FBU. In turn, the FBU will always ensure that any permanent and/or substantial change to members' terms and conditions is the subject to consultation with the membership. That is the FBU's position and practice.

Regardless of the desire of the FRA to introduce medical response in AFRS, it is in the interest of all members to ensure that proper negotiation and consultation isn't undermined and further, to be the ones who make the final decision on the acceptability or otherwise of the arrangements and any proposed changes to the rolemaps.

The FBU will only ever commence a consultation with members where there has (a) been full negotiation and consultation conducted by the employer with the union and (b) if there is any merit in the final outcomes from that process.

The FBU Executive in Avon has written to the ACFO and, in a face-to-face meeting with the chair of the Fire Authority explained the FBU national position on EMR and that no local agreement will be made. The national trial has identified what work could be done and the FBU awaits the formal proposal from the employers' side of the NJC.

AFRS are trying to introduce this area of work which, following the Nottingham Ruling (Bull and another v Nottinghamshire and City of Nottingham Fire and Rescue Authority; Lincolnshire County Council v Fire Brigades Union and others [2007]) legal case, clearly sits outside of the firefighter role map. AFRS is attempting this introduction without any form of formal negotiation and consultation.

It has been made clear to senior management that no collective agreement will be reached on this area of work and must be directed via the NJC. Any voluntary scheme would be difficult to manage and would place unnecessary division within crews where there are volunteers and non-volunteers responding to cardiac arrest calls. It should also be noted that any volunteer scheme would impose additional work for control staff who would not have the ability to choose. It must be noted that this work is also outside of the rolemap of control staff. The FBU and our membership strive for high quality service delivery and professional standards.

As already stated, the FBU is open to this area of work but will only consider it following full and thorough negotiation and consultation as approved at national level.

Whilst this is a matter of protecting collective bargaining, a more fundamental factor is that half-baked schemes that purposely don't involve the FBU will inevitably result in worse patient care, not better.

In the last couple of months in Northern Ireland the CFO took steps which were almost identical to those of AFRS - a badly planned trial was introduced behind the back of the FBU. Not only were crews mobilised to non-EMR cardiac arrests incidents, but crews at stations not involved in the trial were also mobilised.

When things go wrong – scapegoats are sought. The scapegoats aren't those at the top. Members will remember the attempted prosecution of lower managers in connection with the Atherstone-on-Stour fire. The case went to full trial. Whilst the members weren't convicted and were found not guilty as a consequence of their innocence and the legal representation provided by the FBU, the members and their families had to suffer the fear and trauma during the months leading up to the trial.

Similarly, members are encouraged to go to the Grenfell Tower Inquiry (GTI) website and watch the footage of the accusatory grilling received by initial and early incident commanders at the Grenfell Tower fire.

Until such time as the required and professional steps, as explained in this circular, are put in place and that there is a collective agreement with the FBU, Brigade Officials cannot recommend to members that they volunteer to provide EMR cardiac response including participation in any trial/pilot.

Yours sincerely,

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