



LONDON FIRE BRIGADE

Decision title

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## Update on LFC Support to the London Ambulance Service during the Pandemic

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Recommendation by  
Deputy Commissioner

Decision Number  
LFC-0467-D

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Protective marking: **NOT PROTECTIVELY MARKED**

Publication status: Published in full

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### Summary

Report LFC-0467 seeks the agreement of the London Fire Commissioner (LFC) to provide continuing support to the London Ambulance Service (LAS) during the COVID-19 pandemic. In March 2020, at the beginning of the Covid pandemic, the LFC agreed to provide assistance to the LAS due to the significant rise in the demand on that service which the LAS was unable to meet. That provision has continued throughout, but the number of personnel deployed by the LFC has reduced over time. The LAS has now requested a significant level of renewed support in the region of 100 personnel for a period of approximately three months due to an increase in Covid related calls. In view of the effluxion of time and the changing circumstances since the original decision, the risks and benefits for the LFC and the London communities it serves are re-evaluated in this report. The recommendation is that the LAS requested support be provided, as far as possible, possibly moving to a different model of provision in the future, and that the arrangement be underpinned by a formal arrangement that includes the full reimbursement of the costs to the LFC in order to protect the Brigade in the increasingly challenging financial environment.

The support to the LAS involves watch-based personnel (firefighters, leading firefighters, sub-officers and station officers) who have volunteered to do so working with the LAS. For convenience, watch-based personnel who have volunteered for the relevant duties are referred to in this report as "volunteers". This report also seeks permission to vary the contracts of employment of volunteers to include the relevant duties within the duties that are covered by their contracts of employment, as was the case with those who have volunteered to date.

A volunteer who works with the LAS would be detached to the LAS. He or she would replace one of the regular crew members on an ambulance and attend medical emergencies as an ambulance crew member alongside a paramedic. His or her duties would involve ambulance driving and patient/ambulance personnel support, limited to current competence. Although a volunteer would act under the direction of LAS management, he or she will remain an employee of the LFC.

Volunteers will receive a special responsibility allowance of 7.5%, as well as an expenses/subsistence allowance and one hour's overtime per shift due to the need to be available for an additional 30 minutes at the commencement and conclusion of each shift. Any volunteers that are firefighters on development will have their salary made up to the full firefighter rate. The cost of these allowances

paid to the volunteers, as well as pre-arranged overtime required to backfill volunteers, are to be reimbursed to the LFC by the LAS in accordance with arrangements set out in a contract.

## Decision

That the London Fire Commissioner:

1. Agrees that the LFC continues to support the LAS during the COVID-19 pandemic by detaching volunteers (as defined above) to the LAS, such costs to be met by the LAS.
2. Agrees to vary the employment contracts of volunteers to be detached to the LAS (as set out in report LFC-0467 and at Appendix 1 of that report), subject to the agreement of the relevant volunteer.
3. Authorises the Assistant Director People Services to make such minor amendments as are necessary to the draft terms in respect of Appendix 1 of report LFC-0467.
4. Agrees that when the Day 6 and 7 Model outlined in paragraph 14 of report LFC-0467 becomes available, the Deputy Commissioner has delegated authority to make provision to the LAS in accordance with that model.
5. Authorises the Assistant Director People Services to make further variations to the employment contracts of volunteers to be detached to the LAS, subject to the agreement of the relevant volunteer, to give effect to Recommendation 4 above, should this be pursued.
6. Authorises the Deputy Commissioner, after consultation with General Counsel, to enter into a contract with the LAS for the purposes of Recommendation 1.



**Andy Roe**  
London Fire Commissioner

This decision was remotely  
Date signed on Monday 21 December

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LONDON FIRE BRIGADE

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The support to the LAS involves watch-based personnel (firefighters, leading firefighters, sub-officers and station officers) who have volunteered to do so working with the LAS. For convenience, watch-based personnel who have volunteered for the relevant duties are referred to in this report as "volunteers". This report also seeks permission to vary the contracts of employment of volunteers to include the relevant duties within the duties that are covered by their contracts of employment, as was the case with those who have volunteered to date.

A volunteer who works with the LAS would be detached to the LAS. He or she would replace one of the regular crew members on an ambulance and attend medical emergencies as an ambulance crew member alongside a paramedic. His or her duties would involve ambulance driving and patient/ambulance personnel support, limited to current competence. Although a volunteer would act under the direction of LAS management, he or she will remain an employee of the LFC.

Volunteers will receive a special responsibility allowance of 7.5%, as well as an expenses/subsistence allowance and one hour's overtime per shift due to the need to be available for an additional 30 minutes at the commencement and conclusion of each shift. Any volunteers that are firefighters on

development will have their salary made up to the full firefighter rate. The cost of these allowances paid to the volunteers, as well as pre-arranged overtime required to backfill volunteers, are to be reimbursed to the LFC by the LAS in accordance with arrangements set out in a contract.

While the provision of the service is proposed to be at nil cost to the LFC this decision is 'novel, contentious or repercussive', such that the Deputy Mayor, Fire and Resilience, should be consulted.

### **Recommended decisions by the London Fire Commissioner**

1. To agree that the LFC continues to support the LAS during the COVID-19 pandemic by detaching volunteers (as defined above) to the LAS, such costs to be met by the LAS.
2. To agree to vary the employment contracts of volunteers to be detached to the LAS (as set out in this report and at Appendix 1), subject to the agreement of the relevant volunteer.
3. Authorises the Assistant Director People Services to make such minor amendments as are necessary to the draft terms in respect of Appendix 1.
4. Agrees that when the Day 6 and 7 Model outlined in paragraph 14 of this report becomes available, the Deputy Commissioner has delegated authority to make provision to the LAS in accordance with that model.
5. Authorises the Assistant Director People Services to make further variations to the employment contracts of volunteers to be detached to the LAS, subject to the agreement of the relevant volunteer, to give effect to Recommendation 4 above, should this be pursued.
6. Authorises the Deputy Commissioner, after consultation with General Counsel, to enter into a contract with the LAS for the purposes of Recommendation 1.

### **Background to the LFC support arrangements for the London Ambulance Service**

1. In March 2020 an agreement was made between the Fire Brigades Union (FBU), National Employers and the National Fire Chiefs Council to support Local Authorities and NHS and Ambulance Trusts (the so-called 'Tripartite agreement',). Since March 2020 the Tripartite agreement has been extended several times without a break. More recently the National Joint Council (NJC) for Local Authority Fire and Rescue Services reached an agreement on 09/12/2020 (circular NJC/7/20) superseding the previous tripartite approach adopting all of the provisions contained within the previous Tripartite agreements. This is to operate initially for one month to 11/01/2021, and under this NJC agreement the additional work activities covered under the Tripartite agreements can continue. The intention is that by this date, or as soon as possible thereafter, testing/vaccination arrangements will be in place to allow Grey Book staff undertaking ambulance driving and similar work to return to normal duties more quickly than the current NJC-agreed risk assessment (a three day wait, followed by a negative test result). After 11/01/2021 the additional activities can continue subject to further NJC guidance.
2. Under the Tripartite/NJC agreements the key objectives for the Fire and Rescue Service during the COVID-19 pandemic period are:
  - to ensure that its operational response provision remains resilient and effective;

- to support 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
  - to maintain to the highest standards possible the health, safety and welfare of all its staff.
3. These agreements include the following additional activities:
- Ambulance Service Assistance (referred to in this report as Ambulance Driver Assist (ADA)): 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)
4. Discussions took place in March 2020 between the LFC and the LAS about how the LFC could provide support and the decision taken by the LFC which provides the background to this matter is attached as **Appendix 2**. At that time the volunteers were released from their normal LFC duties to undertake this support. The number of personnel provided at any one time fluctuated depending on LAS need; at its peak in May 2020 it was 306, but over the last 3 months that has been reduced down to twelve.

### Financing arrangements for LFC support for LAS

5. The original LFC decision envisaged that the cost of the LAS (and PMART) support would be in the region of £162,000, but as the finance section of that report highlighted, in order to provide high level assistance it was anticipated that those volunteers would need to be backfilled by others which would engage the payment of prearranged overtime. As a result of the need to backfill and due to the lengthy period of ongoing support required, the cost of this support, for the period to the end of September, in both allowances paid to volunteers and overtime to backfill these, is £3.5m. Due to the secondment arrangement the LFC has to meet that cost in the first instance.
6. The financial position has evolved over time with the LAS agreeing to meet the cost of the ADA support, but with the detail of the charging methodology not agreed until some time in to the service being provided.
7. The costs of providing the ADA support are, as mentioned above, incurred in two elements, the first relating to allowances paid to volunteers and secondly on pre-arranged overtime to backfill volunteers as required. The charges have been calculated on a monthly basis using unit costs. The allowances are charged to the LAS at a rate of £150k chargeable per 100 volunteers, with the charge based on the actual number of volunteers over a month. The pre-arranged overtime (PAO) to backfill the volunteers is charged at £35k per 100 shifts, based on the actual number of shifts worked at the LAS capped at the actual amount of PAO required.
8. The costs to be reimbursed by the LAS, including both the expenses/allowances and PAO elements, are as follows.

May	£670k
June	£726k

July	£1,109k
August	£956k
September	£780k

9. The costs are in most cases claimed by and paid to staff in the month following the ADA being provided to the LAS. Therefore, the costs for May to August form part of the Covid -19 response cost included in the LFB Q2 2020/21 financial position report (LFC-0426). This report included total forecast Covid-19 costs of £9.4m, with these offset by funding of £1.8m from the GLA and £3.5m forecast cost recovery from the LAS, to show a net cost of £4.2m.
10. The costs for the ADA support set out above are now progressing through the payment process with the LAS. The costs for July (£1,109k) and August (£956k) have been invoiced and paid. Purchase orders for the remaining costs for May (£670k), June (£726k) and September (780k) have now been received from the LAS and invoices raised. The LFB is awaiting details on the ADA shifts worked during October and November from the LAS, and charges will be confirmed as soon as the information is received.
11. The Home Office has a £6m Fund to provide support to fire and rescue services in the Covid-19 response. The LFB submitted a claim to the Home Office, however much of the residual costs of £4.2m for the LFB, set out above, did not meet the criteria for the funding, as this was focussed on additional services, such as the ADA support, rather than additional measures to support business as usual, such as additional PPE and fire station cleaning. The LFB has been allocated £1.65m by the Home Office, however it is expected that the majority of this, of £1.4m, will be required to be repaid to the Home Office, as £1.4m of the funding relates to ADA costs for May and June where the LAS was awaiting clarification on whether it would have funding to meet these costs, however the LAS has, as set out above, now been invoiced for these amounts, and therefore successful cost recover from the LAS would require repayment of the Home Office funding. The residual balance on the Home Office funding, of £0.25m, relates primarily to PMART and will be used to help meet the residual costs of the Covid-19 response as set out above.

### **Impact on LFC of support for LAS and others for the Covid-19 pandemic**

12. During earlier secondment periods where comparable numbers of staff to those now requested (100) were detached to support the LAS, a range of measures and restrictions were implemented in the Brigade in response to the Covid pandemic aimed at reducing infection rates within the workforce and protecting front line service delivery. Those measures included partial suspension of training and reduced Strategic Resource (ie the availability of resource to undertake other service functions was reduced in order to further support the front line service) In view of the steps taken to manage the impact of Covid pandemic within the Brigade, it is difficult to quantify the additional hidden effect on the Brigade of the support to the LAS.

### **The Current Position**

13. The LAS has now approached the LFC to provide imminent substantial support, namely 100 volunteers for the next three months due to the rise in Covid related calls.

14. Early discussions have resulted in the proposal that the LFC respond to this request by scaling up the existing full-time secondment arrangements. This will be kept under review and if testing/vaccination arrangements subsequently permit, and agreement is reached on this at the NJC and/or with the London Region FBU, the Brigade would wish to move to a model of support involving station-based staff being detached to the LAS on days 6 and 7 of their tour on pre-arranged overtime, safely returning to their normal LFC duties at the start of their next tour. A day 6/7 model will mean far less depletion of the LFC front-line capability.
15. As was previously the case to be eligible, volunteers must hold the following qualifications:
  - Emergency Fire Appliance Driver (EFAD)
  - Immediate Emergency Care (IEC)
16. The health and safety of volunteers seconded to the LAS will be managed as previously in accordance with the principles in the Tripartite and recent NJC agreements. Activity will be subject to the minimum safety requirements being met, including:
  - 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; and
  - d. adequate management of the activity and firefighters is in place.
17. Volunteers will be provided with training and personal protective equipment and will always work alongside fully trained LAS medical staff to fulfil these vital roles.
18. Any liability employer or third-party liability arising from accidents etc are met by the LAS.
19. Volunteers will be paid on secondment as outlined in the summary of this report. The costs arising from this arrangement will be met by the LAS and the arrangements for payment will be set at regular intervals.
20. The arrangements moving forwards will be captured in a contract between the LFC and the LAS to provide certainty and clarity.

### **Analysis of impact of meeting the current LAS request for support**

21. Having completed a forecast of staff availability over the Christmas period (20 December – 2 Jan inclusive) the Establishment & Performance Team (EPT) anticipate that detaching in the region of 100 members of staff, balanced across the four watches will increase reliance on PAO, however, as detailed elsewhere in this report that cost will be recoverable from the LAS.
22. Whilst staffing levels currently appear higher following the Christmas period any significant increases in infection rates, staff sickness and levels of self-isolation as being seen currently will impact this, therefore it is recommended that the scale of secondment is kept under close review.
23. The staffing level forecast completed by EPT, whilst only a static prediction and not able to anticipate significant variance in levels of sickness and self-isolation, anticipates that on duty staff, along with reliance on PAO will ensure LFC meets its statutory responsibilities set out within the current London Safety Plan. EPT also have a forecast of staff availability over the Christmas period for PAO and this will be monitored in conjunction with on shift staffing levels.

24. Detailed modelling along with monitoring of self-isolation and sickness is undertaken daily to monitor the operational establishment to ensure LFB can meet its attendance time targets. The number of firefighters released on secondment will be kept under review to ensure LFB's business critical activity can continue whilst supporting the LAS during the pandemic. It is possible under the proposed arrangements for the LFC to recall volunteers to normal duties if required (as set out in Appendix 1).
25. The detachment of people to support the LAS and others in the Covid pandemic at the levels mentioned in this report (circa 100 people) will not have any direct impact on operational response, training or other areas due to the commitment from LAS to meet the costs of backfilling detached staff using PAO. However, the risk of rising levels of infection and staff self-isolating remain, and this situation is subject to change and will remain under review. In deciding the number of personnel that can be provided to the LAS at any one time the LFC will need to keep under review the impact on business critical activity and also on training and the wide range of commitments under the various action plans relating to Grenfell Tower and the HMICFRS, which will need to be considered in conjunction with the needs of the LAS and the risks to the London communities.

### **Finance comments**

26. This report presents proposals to extend the Ambulance Driver Assist provided to the London Ambulance Service. This service has been provided on a secondment basis and the LFB incurs costs in allowances and expenses paid to ADA volunteers, and then further costs in backfilling the volunteers. The report presents details of the costs incurred in providing the ADA support for the period from May to September, with the amounts to be paid and reflected in the LFB forecast in the Q2 financial position report (LFC-0426) of £3.5m. The costs incurred on ADA in July and August, of £2,065k, have been reimbursed by the LAS. Invoices relating to the costs in May, June and September have now been raised. The process on recovery of the October and November costs has commenced and the details of ADA shifts worked is awaited from the LAS.
27. The costs of the ADA support form part of the overall costs incurred by the LFB in the Covid-19 response. These costs were reported in the Q2 financial position report at £9.4m, with these costs offset by £1.8m additional funding from the GLA and £3.5m cost recovery from the LAS. The LFC budget submission 2021/22 (LFC-0432) includes no budget for ADA support, working on the basis that costs incurred will be reimbursed by the LAS. It is incumbent on the LFC to comply with the Mayor's budget guidance, the full process and the information required by the Mayor is set out in the Mayor's Budget Guidance for 2021-22.

### **Workforce comments**

28. The agreement to support the LAS followed the Tripartite national level agreement between the National Fire Chiefs Council (NFCC) and the Fire Brigades Union (FBU), and will now be governed by NJC agreements, currently NJC/7/20. In addition, the application of these agreements in London continues to be discussed with the London Region FBU with a view to reaching local agreement, and those detailed discussions will continue as the LFC seeks to meet the challenges raised by the pandemic in a timely manner.
29. Currently, the staff group affected are exclusively represented by the FBU; no consultation with Prospect nor the Fire Officers Association is required.



30. The principles of the terms and conditions in the varied contracts appended to this report have been discussed and agreed with the FBU.

### **Legal comments**

31. There are three main legal issues to consider in relation to this proposal: whether the LFC has power to agree to support the LAS and to take action to do so, the matters that the LFC will need to consider when deciding whether to proceed, and whether a firefighter working with the LAS would be performing duties under his or her contract of employment and whether he or she would be covered by the Firefighters' Compensation Scheme (the FCS). These matters were considered and addressed in the previous report attached as **Appendix 2**.

32. It is considered that the LFC has power to enter into the arrangement under ss 11 and/or 12 of the Fire and Rescue Services Act 2004.

33. Insofar as relevant, s 11 of the 2004 Act provides as follows:

*"11. Power to respond to other eventualities*

- (1) *A fire and rescue authority may take any action it considers appropriate-*
  - (a) *in response to an event or situation of a kind mentioned in subsection (2);*
  - (b) *for the purpose of enabling action to be taken in response to such an event or situation.*
- (2) *The event or situation is one that causes or is likely to cause -*
  - (a) *one or more individuals to die, be injured or become ill"*

34. The LFC is a fire and rescue authority for the purposes of the 2004 Act. The pandemic is plainly an event or situation that both has caused and is likely to cause individuals to die or become ill, entering into the arrangement would be action taken for the purpose of enabling action to be taken in response to the pandemic, and taking action to implement the arrangement would be action in response to the pandemic and/or action for the purpose of enabling action to be taken in response to the pandemic. Accordingly, if the LFC concludes that, in the circumstances of the pandemic, it is appropriate to agree to further support the LAS and to take action to provide that support (and it is considered that he would be entitled to reach such a conclusion), he has power to do so.

35. Insofar as is relevant, s 12 of the 2004 Act provides as follows:

*"12. Other services*

- (1) *A fire and rescue authority may provide the services of any persons employed by it or any equipment maintained by it to any person for any purpose that appears to the authority to be appropriate."*

36. The support provided to the LAS would involve the LFC providing the services of firefighters employed by him to the LAS, and as mentioned above, the LFC would be entitled to conclude that it would be appropriate for him to do so.

37. When deciding whether to proceed with either arrangement, the LFC will need to take into account certain matters, some of which are addressed elsewhere in this report.

38. These matters include the Fire and Rescue National Framework (see s 21(7) of the 2004 Act). It is considered that the recommendations in this report would be consistent with the National Framework, which encourages a fire service to collaborate with other emergency services to deliver a range of public safety activities to protect its community, where it is in the interests of efficiency and effectiveness for it to do so, provided the service continues to prioritise its core functions around prevention, protection and response.
39. The LFC is advised to take into account the following relevant matters (although he is not limited to taking into account these matters), which are addressed in this report:
- (1) the adequacy of the provision that has been or will be made for the health and safety of volunteers;
  - (2) the extent to which volunteers have been sufficiently trained and/or are sufficiently experienced to undertake the duties that they will be required to perform;
  - (3) the adequacy of the provision that has been or will be made for the management of volunteers;
  - (4) the likely impact of the arrangement on the ability of the LFC to perform his own functions (including the resilience of the London Fire Brigade during the pandemic);
  - (5) the likely financial cost to the LFC of the arrangement (including whether he could or should seek to recover the cost from others); and
  - (6) any potential financial or other risks to the LFC that might arise out of the arrangement.
40. The LFC will also need to consider whether the relevant duties fall within the scope of a volunteer's contract of employment and the linked question of whether there is adequate provision for the compensating any volunteers (or their families), should the need arise.
41. It considered unlikely that a volunteer's current contract of employment would cover the duties that would be performed whilst working with the LAS. Accordingly, in order to ensure that the secondment falls within the scope of a volunteer's contract of employment, it is recommended that each volunteer's contract be varied as set out in **Appendix 1** (subject to the agreement of the volunteer).
42. The variation to the contract should ensure that a volunteer is covered by the FCS. However, owing to ambiguities in the drafting of the FCS, there is a very small risk that, if a volunteer is injured (which includes contracting a disease) while engaged on duties that are not conventional firefighter duties, he or she would not be covered. This is considered to be unlikely, but in the event that a volunteer was not covered by the FCS, the LFC would have the power to make an equivalent *ex gratia* compensation payment to him or her. The terms of the variation set out in **Appendix 1** therefore provide that, in such circumstances, the LFC would pay compensation equivalent to that which would be paid under the FCS if those duties were covered by the Scheme.
43. Under Section 5A of the Fire and Rescue Services Act 2004 the LFC has power to enter into contracts. This is a time critical situation and the proposed formal agreement is specific and time

limited. The agreement will be focussed on the arrangements for reimbursement of costs of the secondee arrangement.

44. The Mayor of London has given a direction, pursuant to s 327D of the Greater London Authority Act 1999, which requires the LFC to obtain the prior approval of the Deputy Mayor for Fire and Resilience in respect of any commitment to expenditure over £150,000, and the obligation to consult on matters that are novel, contentious or repercussive. Prior approval of the Deputy Mayor, Fire and Resilience to incur expenditure in relation to support for the LAS was sought in relation to decision LFC366 attached as **Appendix 2**, and authority was given in the following terms:

*The Deputy Mayor for Fire and Resilience approves the expenditure of £162,000 by the London Fire Commissioner for the purpose of funding staff volunteer groups to support the London Ambulance Service and Pandemic Multi-Agency Response Teams for the period of the COVID-19 pandemic.*

*Any additional expenditure for the same purpose will require consultation with the Deputy Mayor prior to its commitment (DMFD61.)*

45. This report updates the position regarding ongoing support for the LAS and proposes that the arrangements be formalised, particularly in relation to reimbursement of costs by the LAS. Consultation with the Deputy Mayor, Fire and Resilience, is required under the terms of the previous approval.

### **Sustainability implications**

46. None.

### **Equalities implications**

47. The LFC is required to have due regard to the public sector equality duty (s 149 of the Equality Act 2010) when taking decisions. In broad terms, this involves understanding the potential impact of policy and decisions on people with different protected characteristics, taking this into account and then evidencing how decisions were reached.
48. It is important to note that consideration of the public sector equality duty is not a one-off task. The duty must be fulfilled before taking a decision, at the time of taking a decision, and after the decision has been taken.
49. The protected characteristics are: age; disability; gender reassignment; pregnancy and maternity; marriage and civil partnership (but only in respect of the requirements to have due regard to the need to eliminate discrimination); race (ethnic or national origins, colour or nationality); religion or belief (including lack of belief); sex; and sexual orientation.
50. The public sector equality duty requires the LFC, in the exercise of all of his functions (i.e. everything he does), to have due regard to the need to:
- a) Eliminate discrimination, harassment and victimisation and other prohibited conduct.
  - b) Advance equality of opportunity between people who share a relevant protected characteristic and persons who do not share it.
  - c) Foster good relations between people who share a relevant protected characteristic and persons who do not share it.

51. Having due regard to the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:
- (a) remove or minimise disadvantages suffered by persons who share a relevant protected characteristic where those disadvantages are connected to that characteristic;
  - (b) take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it;
  - (c) encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.
52. The steps involved in meeting the needs of disabled persons that are different from the needs of persons who are not disabled include, in particular, steps to take account of disabled persons' disabilities.
53. Having due regard to the need to foster good relations between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:
- (a) tackle prejudice, and
  - (b) promote understanding.
54. It is anticipated that, insofar as the decisions recommended in this report are likely to have an impact, that they will have a positive impact. In particular, they are intended to improve the ability of the LAS to respond to the COVID-19 pandemic, and this is likely to be of benefit to all Londoners, regardless of any particular protected characteristics they may have. It is likely to be of particular benefit to Londoners who are particularly vulnerable to COVID-19, and therefore it is likely to be of particular benefit to certain people who share the protected characteristics of disability (particularly people whose disabilities might make them vulnerable to COVID-19) and age (particularly older people). It is not expected that the decisions would disadvantage any particular groups who share particularly protected characteristics.

### List of Appendices

Appendix	Title	Protective Marking
1.	Variation to Contract of Employment – LAS	
2.	Report LFC0336	

## **London Fire Commissioner**

### **Detachment to the London Ambulance Service – Driver Collaboration – Driver Assistance**

This document constitutes a variation to your substantive contract of employment with the London Fire Commissioner ('LFC'). If you agree to this contract variation please sign a hard copy and return this to the designated LFC contact officer.

## **London Ambulance Service**

### **Introduction**

You will be detached to the London Ambulance Service (LAS) to undertake duties as set out below. Your current terms of employment shall remain unchanged, save as set out in this variation to contract. When your LAS detachment comes to an end, you will return to your previous posting. Your sole employer will remain the LFC at all times.

### **Duration of detachment**

Assistance to the LAS arises from the agreement ("national agreement") made between the national employers, FBU and NFCC announced on 27 March 2020. Your detachment to the LAS will commence on [ ] (insert date), and shall continue until the earliest of:

- (a) 2 months after the commencement date, a date which may be extended subject to your wish to continue and on condition that if the national agreement is extended by the FBU by mutual agreement with the other parties. Any extension will be for a duration agreed in the national agreement; or
- (b) Before that date if 7 days after LFC gives written notice that the detachment will terminate; or
- (c) No later than 7 days after you give written notice that the detachment will terminate; or
- (d) immediately on the third calendar day of continuous sickness; or
- (e) immediately on the termination of your substantive employment with the LFC in accordance with the terms of your contract;

The period between the first shift you work on detachment to the LAS and the applicable end date in paragraphs (a) to (e) above is the Detachment Period. This variation to your contract subsists during the Detachment Period only.

LFC reserves the right to make a *pro rata* payment of the Special Responsibility Allowance (see 'Payment' below) in lieu of notice under paragraph (b) above.

### **Qualifications**

You are required to have the following qualifications to be eligible for detachment to LAS:

- Emergency Fire Appliance Driver (EFAD)
- Immediate Emergency Care (IEC)

### **Training**

You agree to attend a one-day mandatory training course prior to the detachment commencing. See the Operational Guidance note, 'Immediate Emergency Care – LAS Driver Assistance', section 'Ambulance familiarisation'. This training course may take place on a shift of normal rostered duty or on pre-arranged overtime. If this takes place on PAO, you will be remunerated on the basis of normal PAO arrangements.

### **Hours, Shift Pattern, Detached Location**

During the Detachment Period you will work an average of 37.5 hrs per week on the LAS shift pattern which applies to your detached location, plus an additional 30 mins at the commencement and conclusion of each shift, see the Operational Guidance note, 'Immediate Emergency Care – LAS Driver Assistance'. LAS shift patterns are normally built around a core of day and night 12 hr shifts starting and finishing between 0600-0700 hrs, ad hoc shifts to meet peaks in demand, and occasional late shifts starting between midday and 1600 hrs.

## **Detachment to London Ambulance Service (contd.)**

You will be paid one hours PAO at time and a half for each shift in respect of the additional 30 mins at the commencement and conclusion of each shift. In addition you may perform additional hours in the LAS detachment as agreed between yourself and the LFC. Any such additional hours will be paid at time and a half by the LFC. You will not be eligible to work pre-arranged overtime with the LFC during the Detachment Period.

An LAS work location and shift pattern will be agreed with you.

The start date of the Detachment Period will be the first shift you work on detachment to the LAS, and you will be required to fulfil the agreed shift pattern for the duration of the Detachment Period.

You may be expected to attend a number of different locations across London as part of your work in the course of each day.

In circumstances where a call is of an extended duration, an agreement has been reached with LAS that, as far as practically possible, the ambulance you are driving will be released within 1 hour of the end of the working shift in order to allow you to return to your host ambulance station.

### **Duties**

Duties to be undertaken during the Detachment Period are set out in the 'Operational Guidance' note 'Immediate Emergency Care – LAS Driver Assistance'.

### **Payment**

For the duration of the full length of the Detachment Period, you will continue to be paid based on the salary rates\* that you were receiving at the time of agreeing to undertake this work (\*Firefighters in Development will be paid at the Firefighter 'Competent' rate for all hours worked, including PAO).

You will in addition receive a Special Responsibility Allowance of 7.5% for the duration of the Detachment Period. (The SRA for Firefighters in Development is paid on the normal FFD salary).

### **Annual leave**

There will be no change to your LFC contractual leave entitlement as a result of this detachment.

If you wish to book leave during the Detachment Period, this must be notified to your designated manager and to your LFC line manager. You are asked to book the minimum number of leave shifts during the Detachment Period. Leave booked during the Detachment Period will be deducted from your LFC contractual leave entitlement. Your leave request will be the subject of LFC decision-making. Agreement or otherwise to leave requests shall be communicated to you by LFB.

### **Sickness**

If you are sick during the Detachment Period, this must be notified to your designated manager at least one hour before commencement of your LAS shift, and subsequently to your LFC line manager. As noted above, the detachment will terminate immediately on the third calendar day of continuous sickness.

You must immediately inform your designated manager if you experience symptoms consistent with coronavirus, as those symptoms are described in guidance published by Public Health England from time to time.

Illness or injury occurring whilst performing duties during the LAS detachment will be 'due to service' in accordance with the guidance note 'Classification of Due to Service Sickness Absence'.

### **Expenses**

For each shift worked you will be paid a flat-rate travel/subsistence allowance of £39.57 in lieu of additional travel and subsistence expenses. This allowance is subject to tax and national insurance deductions. No further subsistence and additional travel claims can be made. If at the end of the Detachment Period you believe you are out of pocket in respect of additional travel expenses, this will be looked at individually.

## **Detachment to London Ambulance Service (contd.)**

Other expense claims arising during the Detachment Period must be submitted to and approved by your LFC line manager in the normal way. Necessarily-incurred additional parking fees, congestion charge and ULEZ fees are also claimable.

### **PPE**

See Operational Guidance note "Immediate Emergency Care – LAS Driver Assistance".

### **Miscellaneous**

You are required to keep the LFC's confidential information confidential during the Detachment Period. You are also required to respect the confidentiality of any information of a confidential nature which you obtain in the course of the Detachment Period.

As far as is possible, if you were performing temporary promotion prior to the detachment you will be returned to those duties at that location. In any event, you will retain your base posting – both location and watch or other rota.

This document acts as your written statement of particulars under section 4 of the Employment Rights Act 1996 as to your place of work and hours of work for the duration of the Detachment Period.

### **Firefighters Compensation Scheme (2006)**

The duties that you undertake during the Detachment Period are part of your duties as a regular firefighter under your contract of employment as a firefighter, and therefore when carrying out those duties you are covered by the Firefighters Compensation Scheme (2006) in respect of any injuries/illnesses incurred.

In the unlikely event that the duties that you undertake during the Detachment Period are not covered by the Firefighters Compensation Scheme, the Commissioner will pay compensation equivalent to that which would be paid under the Firefighters Compensation Scheme if those duties were covered by the Scheme.

### **Working Time Regulations**

In accordance with Regulation 21 of the Working Time Regulations 1998, it is agreed that subject to Regulation 24, Regulations 6(1), (2) and (7), 10(1), 11(1) and (2), and 12(1) may not apply during some or all of the Detachment Period as the detachment duties may at that time involve the need for continuity of service, i.e. in order to complete an attendance at an operational call.

### **Returning to normal LFC duties**

At the end of your detachment you will have a 7 day 'decompression' (in effect Excused Attendance) period when you should not report for duties.

Testing will be available and fares will be reimbursed.

Testing should be booked on day 3-4 (minimum) of SI/decompression, to ensure an accurate result and staff should use the nearest testing facility to their home, where possible.

At the end of the 7 day decompression/EA period, you should return to work if neither you, nor any of your household are experiencing symptoms of Covid-19.

If, during the 7 day decompression/EA period, either you or a member of your household experience symptoms of Covid-19, you should arrange to be tested for Covid-19 directly through the government website and await negative result before returning to LFC duties: <https://www.gov.uk/apply-coronavirus-test>.

Otherwise the following should be adopted prior to returning to work:

- If you experience symptoms of Covid-19, and either live alone, or are the first person in your household to experience symptoms, you should self-isolate for 7 days, or until symptoms have passed.
- If a member of your household experiences symptoms of Covid-19 you should self-isolate for 14 days from the date the first household member becomes ill. If you subsequently develop

**Detachment to London Ambulance Service (contd.)**

symptoms, you should self-isolate for 7 days regardless of what day you are on in the 14 day self-isolation period.

I hereby agree to the above variation to my contract of employment.

Signed: .....

Name : .....

Pay Number: .....

Date: .....



Decision title

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## Blue Light Pandemic Collaboration

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Recommendation by  
Deputy Commissioner

Decision Number  
LFC-0336-D

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Protective marking: **NOT PROTECTIVELY MARKED**

Publication status: Published in full

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### Summary

Report LFC-0336 seeks the agreement of the London Fire Commissioner (LFC) to support the London Ambulance Service (LAS) and to support the new Pandemic Multi-Agency Response Teams (PMARTs) during the COVID-19 pandemic. The support would involve watch-based personnel (firefighters, leading firefighters, sub-officers and station officers) who have volunteered to do so working with the LAS or as part of PMARTs. For convenience, watch-based personnel who have volunteered for the relevant duties are referred to in this report as "volunteers". This report also seeks permission to vary the contracts of employment of volunteers to include the relevant duties within the duties that are covered by their contracts of employment.

A volunteer who works with the LAS would be detached to the LAS. He or she would replace one of the regular crew members on an ambulance and attend medical emergencies as an ambulance crew member alongside a paramedic. His or her duties would involve ambulance driving and patient/ambulance personnel support, limited to current competence. Although a volunteer would act under the direction of LAS management, he or she will remain an employee of the LFC.

A volunteer who is part of a PMART would be part of a team of four (two Metropolitan Police Service (MPS), one LAS, and one London Fire Brigade (LFB)). He or she will be driving a multi-agency vehicle to locations across London and preparing the bodies of deceased persons for collection.

Only watch-based personnel who have volunteered for these duties would be considered for them, and only those volunteers who agree to the relevant variation to their contracts of employment will be assigned these duties.

Volunteers will receive a special responsibility allowance of 7.5%. Accordingly, the cost of each arrangement is likely to exceed the £150,000 threshold for which Deputy Mayor approval is required.

### Decisions

1. To agree that the LFC supports the LAS during the COVID-19 pandemic by detaching volunteers (as defined above) to the LAS.
2. To agree to vary the employment contracts of volunteers to be detached to the LAS (as set out in this report and at Appendix 1), subject to the agreement of the relevant volunteer.
3. To agree that the LFC support the PMART arrangement during the COVID-19 pandemic by

attaching volunteers (as defined above) to PMARTs.

4. To agree to vary the employment contracts of volunteers to be attached to PMARTs (as set out in this report and in draft at Appendix 2), subject to the agreement of the relevant volunteer.
5. Authorises the Assistant Director People Services to make such minor amendments as are necessary to the draft terms in respect of Appendix 2.



**Andy Roe**  
London Fire Commissioner

This decision was  
remotely signed on  
Date **28 March 2020**

<b>Access to Information – Contact Officer</b>	
<b>Name</b>	Steven Adams
<b>Telephone</b>	020 8555 1200
<b>Email</b>	<a href="mailto:governance@london-fire.gov.uk">governance@london-fire.gov.uk</a>



LONDON FIRE BRIGADE

Decision title

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## Blue Light Pandemic Collaboration

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Report to  
London Fire Commissioner

Date  
Friday 27 March 2020

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Report by  
Deputy Commissioner

Report number  
LFC-0336

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Protective marking: **NOT PROTECTIVELY MARKED**

Publication status: Published in full

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This report seeks the agreement of the London Fire Commissioner (LFC) to support the London Ambulance Service (LAS) and to support the new Pandemic Multi-Agency Response Teams (PMARTs) during the COVID-19 pandemic. The support would involve watch-based personnel (firefighters, leading firefighters, sub-officers and station officers) who have volunteered to do so working with the LAS or as part of PMARTs. For convenience, watch-based personnel who have volunteered for the relevant duties are referred to in this report as "volunteers". This report also seeks permission to vary the contracts of employment of volunteers to include the relevant duties within the duties that are covered by their contracts of employment.

A volunteer who works with the LAS would be detached to the LAS. He or she would replace one of the regular crew members on an ambulance and attend medical emergencies as an ambulance crew member alongside a paramedic. His or her duties would involve ambulance driving and patient/ambulance personnel support, limited to current competence. Although a volunteer would act under the direction of LAS management, he or she will remain an employee of the LFC.

A volunteer who is part of a PMART would be part of a team of four (two Metropolitan Police Service (MPS), one LAS, and one London Fire Brigade (LFB)). He or she will be driving a multi-agency vehicle to locations across London and preparing the bodies of deceased persons for collection.

Only watch-based personnel who have volunteered for these duties would be considered for them, and only those volunteers who agree to the relevant variation to their contracts of employment will be assigned these duties.

Volunteers will receive a special responsibility allowance of 7.5%. Accordingly, the cost of each arrangement is likely to exceed the £150,000 threshold for which Deputy Mayor approval is required.

### Recommended decisions

1. To agree that the LFC supports the LAS during the COVID-19 pandemic by detaching volunteers (as defined above) to the LAS.
2. To agree to vary the employment contracts of volunteers to be detached to the LAS (as set out in this report and at Appendix 1), subject to the agreement of the relevant volunteer.

3. To agree that the LFC support the PMART arrangement during the COVID-19 pandemic by attaching volunteers (as defined above) to PMARTs.
4. To agree to vary the employment contracts of volunteers to be attached to PMARTs (as set out in this report and in draft at Appendix 2), subject to the agreement of the relevant volunteer.
5. Authorises the Assistant Director People Services to make such minor amendments as are necessary to the draft terms in respect of Appendix 2.

## **Background**

### *(a) Support to the LAS*

1. An agreement has been made between the Fire Brigades Union (FBU), National Employers and the National Fire Chiefs Council to support Local Authorities and NHS and Ambulance Trusts (see Appendix 3).
2. The agreement states that the key objectives for the Fire and Rescue Service during the COVID-19 pandemic period are:
  - to ensure that its operational response provision remains resilient and effective;
  - to support 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
  - to maintain to the highest standards possible the health, safety and welfare of all its staff.
3. In accordance with the national fire service agreement on supporting Local Authorities and NHS and Ambulance Trusts, and subject to provisions, the agreement includes the following additional activity:
  - Ambulance Service Assistance: ambulance driving and patient/ambulance personnel support limited to current competence (not additional FRS First or co-responding).
4. In the future roles may be extended to:
  - Vulnerable persons – delivery of essential items.
5. Discussions have taken place with the LAS Chief Executive, Garrett Emmerson, on how the LFC can support the LAS. Mr Emmerson has asked the LFC to second volunteers to support the LAS, as set out above and in Appendix 1.
6. To be eligible, volunteers must hold the following qualifications:
  - Emergency Fire Appliance Driver (EFAD)
  - Immediate Emergency Care (IEC)
7. The health and safety of volunteers seconded to the LAS will be managed in accordance with the principles in the national agreement between the NFCC and FBU on COVID-19. Activity will be subject to the minimum safety requirements being met, including:
  - 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; and

d. adequate management of the activity and firefighters is in place.

*(b) Support for PMARTs*

8. In accordance with the national fire service agreement on supporting Local Authorities and NHS and Ambulance Trusts, and subject to provisions, the agreement includes the following additional activity:
  - COVID-19 – Mass Casualty (movement of bodies).
9. In London this will be established as a COVID-19 – Mass Casualty: Pandemic Multi-Agency Response Team (PMART). These teams of four will drive in a multi-agency vehicle to locations across London, preparing the bodies of deceased persons for collection.
10. Specifically, the PMART will consist of a pool of cars located at four hubs across London staffed by a crew of four, i.e.:
  - one competent NHS clinician, who will certify life extinct;
  - two police officers, who will investigate any suspicious circumstances and also complete the necessary death packs; and
  - one driver/body wrapping assistant (LFB volunteer).
11. The volunteer's duties in the PMART will be driving and assisting with body wrapping.
12. To be eligible, volunteers must hold the following qualifications:
  - an ordinary driving licence.
13. Health and safety of firefighters detached to PMART will be managed in accordance with the principles in the national agreement between the NFCC and FBU on COVID-19. Activity will be subject to the minimum safety requirements being met, including:
  - 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; and
  - d. adequate management of the activity and firefighters is in place.

*(c) General*

14. Detailed modelling along with monitoring of self-isolation and sickness is undertaken daily to monitor the operational establishment to ensure LFB can meet its attendance time targets. The number of firefighters released on secondment will be kept under review to ensure LFB's business critical activity can continue whilst supporting the LAS and PMARTs as the pandemic develops. It is possible under the proposed arrangements for the LFC to recall volunteers to normal duties if required (as set out in Appendices 1 and 2).
15. Volunteers will be paid on secondment with a special responsibility allowance of 7.5%. They will be provided with training and personal protective equipment, and will always work alongside fully trained LAS medical staff to fulfil these vital roles.

**Finance comments**

16. It is estimated that up to 300 staff might act as volunteers with the LAS. Each will receive a 7.5% allowance and, based on a period of two months, this will result in an additional cost of

£162,000. If the volunteers' positions are backfilled through the use of pre-arranged overtime this will add an additional cost of £3.2 million over that period.

17. It is estimated for 48 staff might act as volunteers with PMARTs. These staff would also receive a 7.5% allowance at an estimated cost for 12 weeks of £36,000. If these posts are also backfilled through the use of pre-arranged overtime, this will add an additional cost of £718,000 over that period.
18. These costs do not form part of the budget estimates included in the 2020/21 Budget Report, and the resulting impact of any payments will be monitored and reported as part of the regular financial position reporting.

### **Workforce comments**

19. The agreement to support the LAS and PMARTs follows a national level agreement between the National Fire Chiefs Council (NFCC) and the Fire Brigades Union (FBU), in addition, the application of this agreement in London has been discussed with the London Region FBU with a view to reaching local agreement, and those detailed discussions will continue as we seek to meet the challenges raised by the pandemic in a timely manner.
20. Currently, the staff group affected are exclusively represented by the FBU; no consultation with Prospect nor the Fire Officers Association is required.
21. The principles of the terms and conditions in the varied contracts appended to this report have been discussed and agreed with the FBU.

### **Legal comments**

22. There are three main legal issues to consider in relation to this proposal: whether the LFC has power to agree to support the LAS and/or PMARTs and to take action to do so, the matters that the LFC will need to consider when deciding whether to proceed, and whether a firefighter working with the LAS or PMARTs would be performing duties under his or her contract of employment and whether he or she would be covered by the Firefighters' Compensation Scheme (the FCS).
23. It is considered that the LFC has power to enter into the arrangement under ss 11 and/or 12 of the Fire and Rescue Services Act 2004.
24. Insofar as relevant, s 11 of the 2004 Act provides as follows:
  - "11. Power to respond to other eventualities*
  - (1) A fire and rescue authority may take any action it considers appropriate-*
    - (a) in response to an event or situation of a kind mentioned in subsection (2);*
    - (b) for the purpose of enabling action to be taken in response to such an event or situation.*
  - (2) The event or situation is one that causes or is likely to cause -*
    - (a) one or more individuals to die, be injured or become ill"*
25. The LFC is a fire and rescue authority for the purposes of the 2004 Act. The pandemic is plainly an event or situation that both has caused and is likely to cause individuals to die or become ill, entering into the arrangement would be action taken for the purpose of enabling action to be taken in response to the pandemic, and taking action to implement the arrangement would be action in response to the pandemic and/or action for the purpose of enabling action to be taken

in response to the pandemic. Accordingly, if the LFC concludes that, in the circumstances of the pandemic, it is appropriate to agree to support the LAS and/or PMARTs and to take action to provide that support (and it is considered that he would be entitled to reach such a conclusion), he has power to do so.

26. Insofar as is relevant, s 12 of the 2004 Act provides as follows:

*"12. Other services*

(1) *A fire and rescue authority may provide the services of any persons employed by it or any equipment maintained by it to any person for any purpose that appears to the authority to be appropriate."*

27. The support provided to the LAS would involve the LFC providing the services of firefighters employed by him to the LAS, and as mentioned above, the LFC would be entitled to conclude that it would be appropriate for him to do so.

28. When deciding whether to proceed with either arrangement, the LFC will need to take into account certain matters, some of which are addressed elsewhere in this report.

29. These matters include the Fire and Rescue National Framework (see s 21(7) of the 2004 Act). It is considered that the recommendations in this report would be consistent with the National Framework, which encourages a fire service to collaborate with other emergency services to deliver a range of public safety activities to protect its community, where it is in the interests of efficiency and effectiveness for it to do so, provided the service continues to prioritise its core functions around prevention, protection and response.

30. The LFC is advised to take into account the following relevant matters (although he is not limited to taking into account these matters), which are addressed in this report:

- (1) the adequacy of the provision that has been or will be made for the health and safety of volunteers;
- (2) the extent to which volunteers have been sufficiently trained and/or are sufficiently experienced to undertake the duties that they will be required to perform;
- (3) the adequacy of the provision that has been or will be made for the management of volunteers;
- (4) the likely impact of the arrangement on the ability of the LFC to perform his own functions (including the resilience of the London Fire Brigade during the pandemic);
- (5) the likely financial cost to the LFC of the arrangement (including whether he could or should seek to recover the cost from others); and
- (6) any potential financial or other risks to the LFC that might arise out of the arrangement.

31. The LFC will also need to consider whether the relevant duties fall within the scope of a volunteer's contract of employment and the linked question of whether there is adequate provision for the compensating any volunteers (or their families), should the need arise.

32. It considered unlikely that a volunteer's current contract of employment would cover the duties that would be performed whilst working with the LAS or PMARTs. Accordingly, in order to ensure that the secondment falls within the scope of a volunteer's contract of employment, it is recommended that each volunteer's contract be varied as set out in Appendices 1 and 2 respectively (subject to the agreement of the volunteer).
33. The variation to the contract should ensure that a volunteer is covered by the FCS. However, owing to ambiguities in the drafting of the FCS, there is a very small risk that, if a volunteer is injured (which includes contracting a disease) while engaged on duties that are not conventional firefighter duties, he or she would not be covered. This is considered to be unlikely, but in the event that a volunteer was not covered by the FCS, the LFC would have the power to make an equivalent *ex gratia* compensation payment to him or her. The terms of the variation set out in Appendices 1 and 2 therefore provide that, in such circumstances, the LFC would pay compensation equivalent to that which would be paid under the FCS if those duties were covered by the Scheme.
34. It would be possible to enter into a collaboration agreement, under the Policing and Crime Act 2017, in relation to the arrangement. However, neither the LAS nor the MPS have requested such a collaboration and, in light of the urgency of the matter, it is considered that the LFC is entitled not to proceed by way of such a collaboration agreement.
35. The Mayor of London has given a direction, pursuant to s 327D of the Greater London Authority Act 1999, which requires the LFC to obtain the prior approval of the Deputy Mayor for Fire and Resilience in respect of any commitment to expenditure over £150,000, and the obligation to consult on matters that are novel, contentious or repercussive. In these circumstances prior approval is required.

### **Sustainability implications**

36. None.

### **Equalities implications**

37. The LFC is required to have due regard to the public sector equality duty (s 149 of the Equality Act 2010) when taking decisions. In broad terms, this involves understanding the potential impact of policy and decisions on people with different protected characteristics, taking this into account and then evidencing how decisions were reached.
38. It is important to note that consideration of the public sector equality duty is not a one-off task. The duty must be fulfilled before taking a decision, at the time of taking a decision, and after the decision has been taken.
39. The protected characteristics are: age; disability; gender reassignment; pregnancy and maternity; marriage and civil partnership (but only in respect of the requirements to have due regard to the need to eliminate discrimination); race (ethnic or national origins, colour or nationality); religion or belief (including lack of belief); sex; and sexual orientation.
40. The public sector equality duty requires the LFC, in the exercise of all of his functions (i.e. everything he does), to have due regard to the need to:
- a) Eliminate discrimination, harassment and victimisation and other prohibited conduct.
  - b) Advance equality of opportunity between people who share a relevant protected characteristic and persons who do not share it.



- c) Foster good relations between people who share a relevant protected characteristic and persons who do not share it.
41. Having due regard to the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:
- (a) remove or minimise disadvantages suffered by persons who share a relevant protected characteristic where those disadvantages are connected to that characteristic;
  - (b) take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it;
  - (c) encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.
42. The steps involved in meeting the needs of disabled persons that are different from the needs of persons who are not disabled include, in particular, steps to take account of disabled persons' disabilities.
43. Having due regard to the need to foster good relations between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:
- (a) tackle prejudice, and
  - (b) promote understanding.
44. It is anticipated that, insofar as the decisions recommended in this report are likely to have an impact on the matters referred to in paragraph 41, they will have a positive impact. In particular, they are intended to improve the ability of the emergency services to respond to the COVID-19 pandemic, and this is likely to be of benefit to all Londoners, regardless of any particular protected characteristics they may have. It is likely to be of particular benefit to Londoners who are particularly vulnerable to COVID-19, and therefore it is likely to be of particular benefit to certain people who share the protected characteristics of disability (particularly people whose disabilities might make them vulnerable to COVID-19) and age (particularly older people). It is not expected that the decisions would disadvantage any particular groups who share particularly protected characteristics.

## List of Appendices

Appendix	Title	Protective Marking
1.	Variation to Contract of Employment – LAS	
2.	Variation to Contract of Employment – PMART	
3.	National Employers, National Fire Chiefs Council and Fire Brigades Union Agreement	



## London Fire Commissioner

### Variation to Contract of Employment to include detachment to the London Ambulance Service

This document constitutes a variation to your substantive contract of employment with the London Fire Commissioner ('LFC'). If you agree to this contract variation please email [contact] advising that you accept this contract variation, and then sign a hard copy and return this to [contact].

### Detachment to the London Ambulance Service

#### Introduction

You will be detached to the London Ambulance Service ('LAS') as set out below. You shall remain employed by the LFC during the period of detachment ('the Detachment Period') and your current terms of employment shall remain unchanged, save as set out in this variation to contract. In particular, your period of continuous service will remain unbroken. At the end of the detachment, you will return to your previous posting. You will have no employment relationship with LAS during the detachment.

During the Detachment Period you shall continue to adhere to the terms of your contract of employment, and will remain subject to the LFC's policies and procedures including those governing grievances, performance, conduct, ill health and discipline. As your employer, the LFC will remain responsible for administrative actions connected with your employment, such as the payment of your salary and the administration of any employment benefits.

#### Duration of detachment

Your detachment to the LAS will commence on a date to be agreed (see 'Hours' section below) and shall continue until the earliest of:

- (a) 2 months after the commencement date, a date which may be extended by mutual agreement; or
- (b) 7 days after LFC gives written notice that the detachment will terminate; or
- (c) 7 days after you give written notice that the detachment will terminate; or
- (d) immediately on the third calendar day of continuous sickness; or
- (e) immediately on the termination of your substantive employment with the LFC in accordance with the terms of your substantive contract;

The period between the first shift you work on detachment to the LAS and the applicable end date in paragraphs (a) to (e) above is the Detachment Period. This variation to your contract subsists during the Detachment Period only.

LFC reserves the right to terminate the detachment on less than 7 days' written notice, subject to *pro rata* payment of the Special Responsibility Allowance (see 'Payment' below) in lieu of notice.

#### Qualifications

You are required to have the following qualifications to be eligible for detachment to LAS:

- Emergency Fire Appliance Driver (EFAD)
- Immediate Emergency Care (IEC)

#### Training

You agree to attend a one-day mandatory training course prior to the detachment commencing. See the enclosed 'Operational Guidance' note, 'Immediate Emergency Care – LAS Driver Assistance',

## **Variation to Contract of Employment to include Detachment to London Ambulance Service (contd.)**

section 'Ambulance familiarisation'. This training course may take place on a shift of normal rostered duty or on pre-arranged overtime. If this takes place on PAO, you will be remunerated accordingly.

### **Hours, Shift Pattern, Detached Location**

During the Detachment Period you will work an average of 37.5 hrs per week on the LAS shift pattern which applies to your detached location, plus an additional 30 mins at the commencement and conclusion of each shift, see the enclosed 'Operational Guidance' note. LAS shift patterns are normally built around a core of day and night 12 hr shifts starting and finishing between 0600-0700 hrs, ad hoc shifts to meet peaks in demand, and occasional late shifts starting between midday and 1600 hrs.

You will be paid at time and a half for all hours above an average 42 per week, inclusive of the additional 30 minutes at the commencement and conclusion of each shift. In addition you may perform additional hours as agreed between yourself and the LAS. Any such additional hours worked above an average 42 per week will be paid at time and a half by the LFC. You will not be eligible to work pre-arranged overtime with the LFC during the Detachment Period.

Once you have accepted the variation to contract, you will be provided with a proposed location and shift pattern, and you will need to confirm your agreement to this. If this location/shift pattern is unacceptable to you, you will, if practicable, be provided with an alternative location/shift pattern for you to confirm your agreement to. Once you have confirmed your agreement to a location/shift pattern, you will be notified of the start date of the Detachment Period, which will be the first shift you work on detachment to the LAS, and you will be required to fulfil the agreed shift pattern and location for the duration of the Detachment Period.

### **Duties**

Duties to be undertaken during the Detachment Period are set out in the enclosed 'Operational Guidance' note.

### **Management**

For the duration of the Detachment Period you will report to an assigned LAS manager for all line management purposes; you will accept lawful instructions and undertake such duties as are designated by the assigned LAS manager, and you will carry out duties as reasonably directed by the assigned LAS manager.

For the avoidance of doubt, during the Detachment Period you remain obliged to follow any specific instructions from the LFC. As the LFC's employee you remain subject, in the course of your duties, to the LFC's overall control. In the event of a conflict between an instruction of the LAS and a specific instruction to you from the LFC, the instruction from the LFC will take priority.

### **Payment**

For the duration of the Detachment Period, your core LFC pay will remain unchanged and will be payable by the LFC. As stated above ('Hours') you will be eligible to work additional hours with the LAS by agreement for which you will be paid at time and a half by the LFC for all hours above an average 42 per week.

You will in addition receive a Special Responsibility Allowance of 7.5% for the duration of the Detachment Period.

### **Annual leave**

There will be no change to your LFC contractual leave entitlement as a result of this detachment.

If you wish to book leave during the Detachment Period, this must be notified to your assigned LAS manager, and to your LFC line manager. You are asked to book the minimum number of leave shifts

## **Variation to Contract of Employment to include Detachment to London Ambulance Service (contd.)**

during the Detachment Period. Leave booked during the Detachment Period will be deducted from your LFC contractual leave entitlement.

### **Sickness**

If you are sick during the Detachment Period, this must be notified to your assigned LAS manager at least one hour before commencement of your LAS shift, and subsequently to your LFC line manager. As noted above, the detachment will terminate immediately on the third calendar day of continuous sickness.

You must immediately inform your assigned LAS manager if you experience symptoms consistent with coronavirus, as those symptoms are described in guidance published by Public Health England from time to time.

### **Expenses**

Any expense claim arising during the Detachment Period must be submitted to and approved by your LFC line manager in the normal way.

### **Health and Safety**

The LAS shall be responsible for compliance with all duties relating to health, safety and welfare at work during the Detachment Period as per current statutory provisions.

### **Miscellaneous**

You consent to the LFC providing relevant information about you to the LAS in connection with the detachment and to the LFC processing any special categories of personal data (in accordance with the Data Protection Act 2018 and the General Data Protection Regulations 2016) to the LAS as appropriate. You acknowledge that the LFC and the LAS may process your personal data in any manner necessary for the performance of your contract of employment with LFC (as varied by this agreement) and for other legitimate purposes that may arise from time to time.

You are required to keep the LFC's confidential information confidential during the Detachment Period. You are also required to respect the confidentiality of any information of a confidential nature which you obtain in the course of or in connection with your work for the LAS during the Detachment Period, including (for the avoidance of doubt) any data to which you have access on medical patients.

At the end of the Detachment Period, you will return to the LAS any equipment that it has provided to you, in good working order subject to reasonable wear and tear and to any damage sustained in the course of your duties.

This contract acts as a statement of changes to your written statement of particulars under section 4 of the Employment Rights Act 1996 as to your place of work and hours of work for the duration of the Detachment Period.

Your place of work will be any location within the Greater London area as you are directed by LAS. You may be required to drive outside the Greater London Area on specific tasks. Your exact working location may vary given the nature of the coronavirus crisis. You will be based at one London Ambulance Station during the Detachment Period and/or other temporary or permanent hospitals in the Greater London area by agreement. Your base location will be agreed with you at the start of the Detachment Period, see 'Hours' section above.

### **Firefighters Compensation Scheme (2006)**

The duties that you undertake during the Detachment Period are part of your duties as a regular firefighter under your contract of employment as a firefighter, and therefore when carrying out those

**Variation to Contract of Employment to include Detachment to London Ambulance Service (contd.)**

duties you are covered by the Firefighters Compensation Scheme (2006) in respect of any injuries/illnesses incurred.

In the unlikely event that the duties that you undertake during the Detachment Period are not covered by the Firefighters Compensation Scheme, the Commissioner will pay compensation equivalent to that which would be paid under the Firefighters Compensation Scheme if those duties were covered by the Scheme.

**Working Time Regulations**

In accordance with Regulation 21 of the Working Time Regulations 1998, it is agreed that Regulations 6(1), (2) and (7), 10(1), 11(1) and (2), and 12(1) do not apply during the Detachment Period as the detachment duties involve the need for continuity of service.

I hereby agree to the above variation to my contract of employment.

Signed: .....

Name : .....

Pay Number: .....

Date: .....

## Appendix 2

### London Fire Commissioner

### Variation to Contract of Employment to include detachment to Pandemic Multi-Agency Response Team

This document constitutes a variation to your substantive contract of employment with the London Fire Commissioner ('LFC'). If you agree to this contract variation please email [contact] advising that you accept this contract variation, and then sign a hard copy and return this to [contact].

### Pandemic Multi-Agency Response Team

#### Introduction

You will be detached to the Pandemic Multi-Agency Response Team (PMART) to undertake duties as set out below. Your current terms of employment shall remain unchanged, save as set out in this variation to contract. When your PMART detachment comes to an end, you will return to your previous posting.

#### Duration of detachment

Your detachment to the PMART will commence on [date] and shall continue until the earliest of:

- (a) 12 weeks after the commencement date, a date which may be extended by mutual agreement; or
- (b) 7 days after LFC gives written notice that the detachment will terminate; or
- (c) 7 days after you give written notice that the detachment will terminate; or
- (d) immediately on the third calendar day of continuous sickness; or
- (e) immediately on the termination of your substantive employment with the LFC in accordance with the terms of your substantive contract;

The period between the first shift you work on detachment to the PMART and the applicable end date in paragraphs (a) to (e) above is the Detachment Period. This variation to your contract subsists during the Detachment Period only.

LFC reserves the right to terminate the detachment on less than 7 days' written notice, subject to *pro rata* payment of the Special Responsibility Allowance (see 'Payment' below) in lieu of notice.

#### Qualifications

You are required to have an ordinary driving licence to undertake this role.

#### Training

You will be given full training prior to undertaking this detachment.

#### Hours, Shift Pattern

During the Detachment Period you will work the following 10-day shift pattern:

Days 1-2:	07.00-15.00 hrs
Days 3-4:	15.00-23.00 hrs
Days 5-6:	23.00-07.00 hrs
Days 7-10:	Rest Days

In addition you may perform additional hours in the PMART as agreed between yourself and the LFC. Any such additional hours will be paid at time and a half by the LFC. You will not be eligible to work pre-arranged overtime with the LFC other than in the PMART during the Detachment Period.

## **Variation to Contract of Employment to include Detachment to Pandemic Multi-Agency Response Team (contd.)**

Once you have accepted the variation to contract, and this is accepted by the LFC, you will be notified of the start date of the Detachment Period, which will be the first shift you work on detachment in the PMART, and you will be required to fulfil the agreed shift pattern for the duration of the Detachment Period.

### **Duties**

The PMART team will consist of a pool of cars located at 4 hubs across London staffed by a crew of four, i.e.:

- one competent NHS clinician, who will certify life extinct;
- two police officers who will investigate any suspicious circumstances and also complete the necessary death packs;
- one driver/body wrapping assistant ( LFB)

Hence your duties in the PMART will be driving and assisting with body wrapping.

Once the death has been deemed non-suspicious, the body will be wrapped in plastic sheeting and tagged ready for collection by others.

### **Payment**

For the duration of the Detachment Period, your core LFC pay will remain unchanged. You will in addition receive a Special Responsibility Allowance of 7.5% for the duration of the Detachment Period.

### **Annual leave**

There will be no change to your LFC contractual leave entitlement as a result of this detachment.

If you wish to book leave during the Detachment Period, this must be notified to your designated manager and to your LFC line manager. You are asked to book the minimum number of leave shifts during the Detachment Period. Leave booked during the Detachment Period will be deducted from your LFC contractual leave entitlement.

### **Sickness**

If you are sick during the Detachment Period, this must be notified to your designated manager at least one hour before commencement of your PMART shift, and subsequently to your LFC line manager. As noted above, the detachment will terminate immediately on the third calendar day of continuous sickness.

You must immediately inform your designated manager if you experience symptoms consistent with coronavirus, as those symptoms are described in guidance published by Public Health England from time to time.

### **Expenses**

Any expense claim arising during the Detachment Period must be submitted to and approved by your LFC line manager in the normal way.

### **PPE**

You will be provided with appropriate Personal Protective Equipment for the duration of the Detachment Period.



**Variation to Contract of Employment to include Detachment to Pandemic Multi-Agency Response Team (contd.)**

**Miscellaneous**

You are required to keep the LFC's confidential information confidential during the Detachment Period. You are also required to respect the confidentiality of any information of a confidential nature which you obtain in the course of the Detachment Period.

This contract acts as a statement of changes to your written statement of particulars under section 4 of the Employment Rights Act 1996 as to your place of work and hours of work for the duration of the Detachment Period.

Your place of work will be one of four police stations geographically spread across London.

**Firefighters Compensation Scheme (2006)**

The duties that you undertake during the Detachment Period are part of your duties as a regular firefighter under your contract of employment as a firefighter, and therefore when carrying out those duties you are covered by the Firefighters Compensation Scheme (2006) in respect of any injuries/illnesses incurred.

In the unlikely event that the duties that you undertake during the Detachment Period are not covered by the Firefighters Compensation Scheme, the Commissioner will pay compensation equivalent to that which would be paid under the Firefighters Compensation Scheme if those duties were covered by the Scheme.

**Working Time Regulations**

In accordance with Regulation 21 of the Working Time Regulations 1998, it is agreed that Regulations 6(1), (2) and (7), 10(1), 11(1) and (2), and 12(1) do not apply during the Detachment Period as the detachment duties involve the need for continuity of service.

I hereby agree to the above variation to my contract of employment.

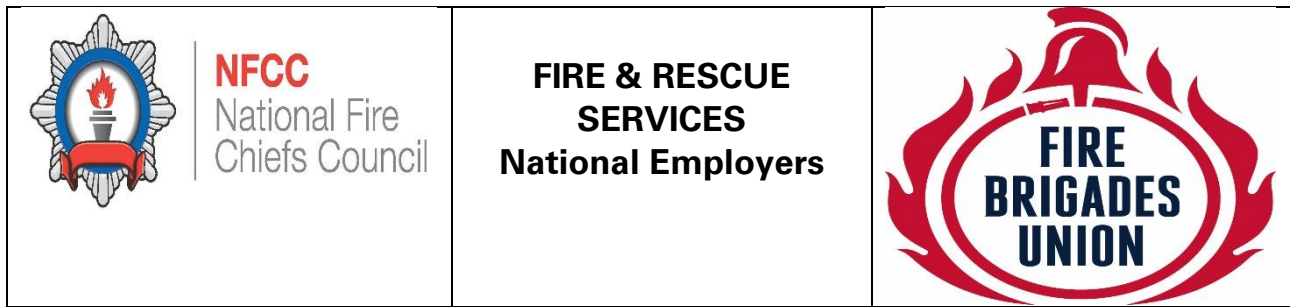
Signed: .....

Name : .....

Pay Number: .....

Date: .....





### 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