

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

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

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', 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.

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

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 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.

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

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 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: