

## **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 email [ ] (insert contact details) advising that you accept this contract variation, and then sign a hard copy and return this to [ ] (insert contact details).

## **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**

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

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.

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.

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 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.

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. 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.

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

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**

Any expense claim arising during the Detachment Period must be submitted to and approved by your LFC line manager in the normal way. Additional travel costs from home to the new work location and returning to home from work are claimable. 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**

Prior to returning to your normal LFC duties, and at the end of the detachment, you will, if testing is available, be tested for Covid-19 and either return to work or go home dependent on the outcome of the test.

If testing is not available, you will, prior to returning work:

- Self-isolate for 14 days if experiencing no symptoms of Covid-19; or

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

- Self-isolate for 7 days, or until symptoms have passed, if experiencing symptoms of Covid-19.

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

Signed: .....

Name : .....

Pay Number: .....

Date: .....