

London Fire Commissioner

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

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. Your sole employer will remain the LFC at all times.

Duration of detachment

Assistance to the PMART arises from the agreement ("national agreement") made between the national employers, FBU and NFCC announced on 27 March 2020. Your detachment to the PMART 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 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 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 an ordinary driving licence to undertake this role.

Training

See Operational Guidance note 'Immediate Emergency Care – PMART'.

Hours, Shift Pattern

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

Days 1-2: 07.00-15.00 hrs
Day 3: Rest Day
Days 4-5: 15.00-23.00 hrs

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Day 6: Rest Day
Days 7-8: 23.00-07.00 hrs
Days 9-10: 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.

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 and work location

Your duties in the PMART will be consistent with the national agreement, and are set out in the Operational Guidance note 'Immediate Emergency Care – PMART'.

Your place of work will be one of the 4 hubs, i.e.:

- Jubilee House, Putney (230 - 232 Putney Bridge Road Putney London SW15 2PD)
- Hendon Training School (Aerodrome Road NW9 5JE)
- Hertford House, Barking (IG11 8BL) (Believe SO7 base)
- Catford Police Station (333 Bromley Road, Catford, London, SE6 2RJ)

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

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 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.

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Illness or injury occurring whilst performing duties within the PMART team 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 – PMART'.

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
- 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.

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Signed:

Name :.....

Pay Number:

Date: