



LONDON FIRE BRIGADE

Decision title

Blue Light Pandemic Collaboration

Report to
London Fire Commissioner

Date
Friday 27 March 2020

Report by
Deputy Commissioner

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LFC-0336

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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	

Consultation

[Note: this section is for internal reference only – consultation information for public consideration should be included within the body of the report]

Name/role	Method consulted
London Region FBU representatives.	By phone and email.

Name/role	Method consulted
General Counsel.	Emails