

London Borough of Camden

Practitioner and Manager Contract of Employment



Parties to the contract

London Borough of Camden
Town Hall Extension
Argyle Street
London, WC1H 8NP

And

[REDACTED]

referred to as 'you'

referred to as 'the Council'

Introduction

Your terms and conditions of employment are contained in this contract, which is effective from your first day of work in the position named below and supersedes any other written or verbal agreements.

This contract incorporates the Terms and Conditions of Employment, which are available on the Council's intranet, known as essentials. There are some collective agreements in place that affect your terms and conditions of employment. In the event that there is any conflict between the terms of this contract and the provisions set out in the Terms and Conditions of Employment, this contract will prevail.

From time to time your conditions of employment may change and these changes will be included in your contract of employment. You will be given appropriate notice of any changes.

Your position

You will be employed at level 3, zone 1 in the Finance job family, as [REDACTED] on a permanent basis.

Your duties are set out in the job capsule for Finance level 3, zone 1. The job capsule is not regarded as exhaustive and you may be expected to undertake additional or other duties as necessary to meet the needs of the Council.

At its discretion, the Council has the right to move you into any position within level 3 at any time during your employment. In executing this right, the Council will take your views into account, but you may be assigned to a different position without your agreement.

Place of work

Your place of work will be Crowndale Centre. However, you are required to work at any location determined by the Council on either a temporary or ongoing basis. If we need you to change your place of work, we will consult you.

Commencement date

This contract takes effect from 01 April 2013 and replaces any previous contract of employment between you and the Council.

[REDACTED]

Your actual start date with Camden was [REDACTED] and your start date for the purposes of previous continuous service is [REDACTED]

The Council recognises continuous service with organisations covered by the Redundancy Payments (Local Government) Modification Order 1983 (for example, another local authority or other related organisation) for the purposes of occupational sick pay, annual leave and statutory redundancy payments only, subject to you providing evidence of that service on accepting employment with the Council. Previous continuous service is not recognised for any other condition of your employment.

Hours of work

Your working hours are a minimum of 36.00 per week. However, you may be asked to work additional hours to carry out your duties. Your salary covers all time worked and you will not normally receive additional pay for extra hours.

If you are a part time employee, some of your entitlements such as remuneration, sick pay, holidays and leave, will be a proportion of the full time entitlements set out in this document based on your hours of work.

Part time employees are those who work less than full time hours of 36 per week and/or term time of less than 52 weeks per year.

Remuneration

Your salary is [REDACTED] per annum. If you are part time, your salary will be a proportion of this amount based on your hours of work.

Payment is made monthly on the 15th of each month (or the Friday before if the 15th falls on a Saturday, Sunday or Bank Holiday) by direct transfer into your bank or building society account. The payment covers the whole of the month in which it is paid.

Details of your pay scheme are available on essentials. Base salaries will be reviewed annually as set out in the Practitioner and Manager Pay & Performance Scheme. A review does not guarantee an increase in salary.

The Council may use its discretion to make a one-off non-consolidated payment to you each year. The payment or non-payment of a non-consolidated payment is entirely at the discretion of the Council and there is no contractual entitlement for you to receive this payment at any time, regardless of whether you have received it on previous occasions. When awarded, the non-consolidated payment will be taxable and pensionable.

The amount of any salary increase or one-off non-consolidated payment awarded will be determined in accordance with the Practitioner and Manager Pay & Performance Scheme. The pay scheme will be reviewed and may be revised from time to time based on factors to be determined by the Council.

Changes to salary will normally be effective on 1 April provided that you have successfully completed your probationary period and that at the time of payment you are still employed by and have not given notice to terminate your employment to the Council.

If we have paid you salary, allowances, expenses or any other payments that amount to more money than you are contractually entitled to receive, we will deduct the amount of the overpayment from your salary.

Sickness absence & pay

If you are absent from work due to an illness or injury, and providing that you have followed the Council's procedures relating to notification of sickness absence, you are entitled to sick pay in accordance with the table below:

Length of service at commencement of absence	Sick pay at full pay	Sick pay at half pay
During 1 st year	1 month full pay	on completion of 4 months service, 2 months half pay
During 2 nd year	2 months full pay	2 months half pay
During 3 rd year	4 months full pay	4 months half pay
During 4 th and 5 th years	5 months full pay	5 months half pay
5 years or more	6 months full pay	6 months half pay

Once you have exhausted your sick pay entitlement you will have no further entitlement to sick pay for that period.

Holidays

You are entitled to 37 days' paid annual leave each year. Your annual leave period runs from 1 September to 31 August. You must take your leave within each leave year. To find information on your long service leave please refer to essentials. You will also be able to continue to accrue long service leave up to and including 31st March 2015.

You must book all your leave and have it approved before you take it.

If you leave your job, you should take any annual leave that you have left within the notice period. We will not pay you for any annual leave that you do not take, or for any leave that you have left if you are summarily dismissed for gross misconduct, except as required by law.

You are also entitled to take the following eight paid statutory holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Early May Bank Holiday
- Spring Bank Holiday
- Summer Bank Holiday
- Christmas Day
- Boxing Day

Your entitlement to a statutory holiday is dependent on you being in the Council's employment on the date of that holiday.



If you are a part time employee, your entitlement to holiday leave and pay is calculated as a proportion of the full time entitlements described above based on your hours of work.

The annual and statutory holidays set out above are inclusive of not in addition to your entitlement to take annual leave under the Working Time Regulations 1998.

Other leave schemes

In addition to time off for holidays, we operate a number of other discretionary leave schemes. Details of these are available in the Terms and Conditions of Employment. If you are part time, where leave is granted under these schemes it will be a proportion of the full time amounts based on your hours of work.

Probation

All employment at Camden is subject to a probationary period of six months commencing on the date you start work with the Council. During this time, you will have the opportunity to demonstrate your suitability for the position.

If your conduct and performance are satisfactory, your appointment will be confirmed at the end of the six month period. However, if your conduct and performance are not considered satisfactory, the Council may end your employment before the expiry of the probationary period, or may exercise its discretion to extend the period to allow additional time for you to demonstrate your suitability for the post. If the Council terminates your contract, you will receive notice as set out below, except if you are summarily dismissed for gross misconduct, when there is no entitlement to notice or payment in lieu of notice.

Notice

The minimum amount of notice you must give us if you want to leave your job is eight weeks.

The notice period that the Council must give you to end your contract of employment is one week for each year of completed continuous service, with a minimum of four weeks and a maximum of 12 weeks.

You will normally be required to work during your notice period, but the Council has the discretion to pay you in lieu of all or part of your notice, or to require you not to attend your workplace during all or part of your notice period.

Where you are required not to attend your workplace, you will remain bound by the terms of this contract until the end of the notice period, including the duty to remain available to be contacted by the Council, and you will continue to receive pay in the normal way. Under these circumstances, you will not be permitted to commence employment elsewhere during the notice period.

The provisions relating to working or otherwise during the notice period apply whether notice to terminate the contract is given by you or by the Council.

If you are summarily dismissed for gross misconduct, you will not be entitled to any notice or pay in lieu of notice.

Pension

Under the Local Government Pension Scheme Regulations, you will automatically join the pension scheme when you commence employment if you are less than 75 years of age unless you state in writing that you do not want to join.

Information about the Local Government Pension Scheme (LGPS), and the documents you might need to download in relation to it, can be found on the www.lgps.org.uk website.

The Council will comply with the Pensions Act 2011 and all other relevant legislation.

Confidentiality

During your employment and after its termination you must not make use of, or give out confidential information about the Council's business without the Council's written permission. Full details on confidentiality requirements are available in the Terms and Conditions of Employment.

Restrictions

You are subject to restrictions in relation to your future employment activities, including involvement with certain businesses and employing the Council's staff. You can find full details in the Terms and Conditions of Employment.

Politically restricted posts

The Local Government and Housing Act 1989 places restrictions on the involvement of employees who hold certain jobs in local authorities in political activities. To find out whether your position is restricted under the Act and for more information on the restricted activities see essentials.

Policies, procedures and employee codes

The Council has developed a number of policies, procedures and codes that set out the required standards of behaviour. We expect you to become familiar with and abide by these, and we make them readily available on essentials. In particular, you should note:

Code of Conduct and IT Code of Conduct

You will receive a copy of the Council's Code of Conduct for employees and IT Code of Conduct when you begin working at Camden Council. It is important that you read and understand both of these codes, as we may take formal disciplinary action against you if your behaviour falls below expected standards.

You have to make certain declarations under the Code of Conduct. It is your responsibility to make these declarations to your Chief Officer.

Health and safety

Health and safety is important to us. You have an obligation to take responsibility for the health and safety of yourself and others and to follow our health and safety policies, procedures and codes of practice at all times.

Equality

Tackling inequality in our community and ensuring equality issues are incorporated into all our policies, service planning and performance management frameworks is fundamental to our success. You are expected to familiarise yourself with Camden's Equality policy and scheme, and to ensure that actions and decisions taken in the course of your work are objective and non-discriminatory.

Disciplinary, underperformance and grievance

The Council's disciplinary, underperformance and grievance policies and procedures give details of the process that apply in these circumstances, your right to appeal any disciplinary or dismissal decision relating to you and the person with whom you should lodge your appeal or grievance.

Data Protection Act

We will hold personal information about you in accordance with the requirements set out in the Data Protection Act 1998. This information may be held electronically or paper-based, and will be used for monitoring purposes and for management information. It will not be divulged to a third party without your express permission. For further details of the Council's approach to data protection, please refer to essentials.



Acceptance

In accepting the Council's offer of employment, you agree to the terms and conditions set out in this contract and to comply with our policies, procedures and codes.

Name



Signed

Dated

