
London Borough of Camden

Terms and Conditions of Employment

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Introduction

Your terms and conditions of employment are set out in this document, which should be read in conjunction with your contract of employment. These terms and conditions of employment are effective from 1 October 2012. They apply to all employees appointed to a Service Provider or Practitioner and Manager contract.

These terms and conditions supersede any other written or verbal agreements. In the event that there is any conflict between the terms and conditions set out in this document and your contract, the contract will prevail.

From time to time your conditions of employment may change through consultation directly with you or with the recognised trade unions; or as a result of changes in legislation or committee decisions. These changes will be incorporated into your terms and conditions of employment and will therefore form part of your contract of employment. Some of the terms set out in this document are collectively agreed with the Council's recognised trade unions.

The Council will give you reasonable notice of any changes to your terms and conditions. We will decide how much notice to give and the best way to provide it. However, we will normally either notify you personally of the change, or include it in the documents that are made available to you.

Section A: general terms and conditions

1. Flexibility

- 1.1 You are required to carry out any reasonable duties and hours of work appropriate to your level, and 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.
- 1.2 At its discretion, the Council has the right to move you into any position within the appropriate family and level of the job family framework 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.

2. Confidentiality

- 2.1 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. This includes, but is not limited to:
 - technical processes
 - finances
 - budgets
 - contracts
 - client monitoring systems
 - information relating to clients, employees or other individuals held by the Council
 - anything else that you learn about through working for us and which could be reasonably

considered as confidential.

- 2.2 All records, documents and other papers, and any copies or extracts of them, that you create and/or have access during your employment are Council property. They may not be used for anything other than their intended purpose without the Council's written permission and must be returned when you leave our employment.
- 2.3 If you use or reveal any confidential information without the appropriate written permission, you will be liable to disciplinary action and civil proceedings to seek appropriate sanctions and to stop you using or revealing the information.

3. Restrictions

- 3.1 Within one year of leaving our employment, you must not, without our written permission on each occasion, become involved in any business that is not a local authority and which:
- offers or provides the same services as a local authority; and
 - is involved in bidding for a contract we provide, or previously provided, and which you were involved in or knew confidential information about while you worked for us during the last two years of your employment.
- 3.2 Within one year of the termination of your contract, you must not employ, or encourage anybody to leave the Council's employment to work with or for you whether or not their leaving our employment would break their contract. This applies where you worked in the same service during the last two years of your employment and/or you have obtained any confidential information about them or the service within the previous two years.

4. Continuous service

- 4.1 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 redundancy payments, subject to you providing evidence of that service on accepting employment with the Council. Previous continuous service is not recognised for other conditions of your employment.

5. Long service award

- 5.1 We make a long service award to employees when they reach 25 years unbroken service with the Council.

6. Local Government Pension Scheme

- 6.1 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.
- 6.2 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 LGPS website.
- 6.3 The Council will comply with the Pensions Act 2011 and all other relevant legislation.

7. Provision of equipment

- 7.1 The Council may provide you with equipment necessary for the performance of your duties, such as a mobile phone or lap top. You are responsible for the safe keeping of these items and are required to return them when your employment with the Council ends, or at any other time on request.

8. Health and safety

- 8.1 The Council will always meet its statutory health and safety obligations and expects employees to fulfil their responsibilities as outlined in the Council's Health and Safety policy. The policy and information on health and safety, including eye tests and our counselling service are available on essentials

9. Learning and development

- 9.1 The Council is committed to the development of our employees, both to promote excellent performance of their duties and in the interests of personal development. We recognise that there are a variety of approaches to development and will look to ensure that an appropriate approach is taken to meeting particular development needs.
- 9.2 Details of the Council's learning and development schemes are available on essentials.

10. Personal information

- 10.1 You are required to provide certain personal information, including but not limited to your home contact details and next of kin. It is your responsibility to ensure that this information is kept up to date throughout your employment.
- 10.2 Information relating to your employment with the Council will be kept on a confidential personal file in Human Resources. If you wish to access this information, you must submit a request in writing. You can provide written authorisation for an appropriate representative to access your personal file. You or your representative will be given supervised access to your personal file within five working days of the Council receiving your request.
- 10.3 Access to certain information supplied to us in confidence, such as references and medical reports, may be restricted because of our legal obligations.

11. Trade union recognition

- 11.1 For the purposes of consultation on these terms and conditions the Council recognises UNISON and the GMB.

Section B: hours and notice

12. Hours of work

- 12.1 The full time working week is 36 hours.
- 12.2 The Council's normal working hours are between 7am to 10pm Monday to Friday and 8am to 5pm Saturday and Sunday.
- 12.3 You will be advised of the normal hours of work for your job. From time-to-time you may be asked to work hours that are additional to or different from the hours you usually work.
- 12.4 If you are a part time employee, some of your terms and conditions, including but not limited to 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.

13 Flexible working

- 13.1 The Council operates a discretionary scheme that provides various options for flexible working arrangements such as flexible working hours, compressed working hours, home working and job sharing. Details of the scheme are available on essentials.

14 Notice periods

- 14.1 The notice you must give us if you want to end your contract of employment is as follows:

Type of contract	Notice required
Service Provider	4 weeks
Practitioner and Manager	8 weeks

- 14.2 The notice period that the Council must give you to end your contract of employment is one week for each year of completed service, with a minimum of four weeks and a maximum of 12 weeks.
- 14.3 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, or to agree a reduced notice period at your request.
- 14.4 Where you are required not to attend your workplace, you will remain bound by the terms of your 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.
- 14.5 Where, at your request, the Council agrees to a reduced notice period you will only be paid up to and including the agreed termination date.
- 14.6 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.
- 14.7 If you are summarily dismissed for gross misconduct, you will not be entitled to any notice or pay in lieu of notice.

Section C: remuneration

15 Monthly pay

15.1 The Council will pay your salary by direct credit to your bank or building society account on the 15th of the month (or the Friday before if the 15th falls on a Saturday or Sunday or is a public bank holiday).

15.2 The payment covers the whole of the month in which it is paid.

16 Calculation of pay for employees who are not full time

16.1 Part time employees

16.1.1 Part time employees are those who work less than the full time hours of 36 per week.

16.1.2 The salary of a part time employee is a proportion of a full time salary reflecting the actual hours you work.

16.1.3 A part time employee's salary is calculated as follows:

Step 1: calculate the proportion of full time hours worked

$$\frac{\text{actual hours worked per week}}{\text{full time hours}} = \text{proportion of full time hours}$$

Step 2: calculate the part time employee's annual salary

$$\text{proportion of full time hours} \times \text{full time annual salary} = \text{part time annual salary}$$

16.1.4 Two example salary calculations for part time employees are provided in appendix one.

16.2 Term time only employees

16.2.1 Term time only (TTO) employees are required to work less than 52 weeks per year, normally based around school terms, and may work less than 36 hours per week.

16.2.2 The salary of a TTO employee is calculated as a proportion of a full time (36 hours per week, 52 weeks per year) salary reflecting the employee's actual weeks and hours of work.

16.2.3 The salary is paid in 12 equal monthly instalments.

16.2.4 A TTO employee's salary is calculated as follows:

Step 1: calculate the TTO employee's proportion of full time weeks/hours

$$\frac{\text{TTO weeks paid per year}}{\text{full time weeks per year}} \times \frac{\text{TTO hours worked per year}}{\text{full time hours per week}} = \text{proportion of full time weeks/hours}$$

Step 2: calculate the TTO employee's annual salary

proportion of full time weeks/hours x full time salary = TTO annual salary

16.2.5 Entitlement to annual leave and public and bank holidays is added to the calculation of your annual salary and paid accordingly.

16.2.6 An example of a salary calculation for a term time only employee is provided in appendix two.

16.3 Annualised hours employees

16.3.1 Annualised hours employees work a minimum number of hours each year on a flexible basis.

16.3.2 The salary of an annualised hours employee is calculated as a proportion of a full time salary based on the minimum hours to be worked in a year.

16.3.3 The salary is paid in 12 equal monthly instalments.

16.3.4 An annualised hours employee's salary is calculated as follows:

Step 1: calculate the annualised hours employee's hourly rate

$$\frac{\text{full time salary}}{\text{full time hours per year}} = \text{hourly rate}$$

Step 2: calculate the annualised hours employee's annual salary

hourly rate x minimum hours per year = annualised hours annual salary

16.4 Zero-hours employees

16.4.1 Zero-hours employees work on a flexible as-and-when required basis with no minimum hours each year. A zero-hours employee is paid for hours worked based on an hourly rate and authorised timesheet being submitted.

16.4.2 A zero-hours employee's hourly rate is calculated as follows:

$$\frac{\text{full time salary}}{\text{full time hours per year}} = \text{hourly rate}$$

16.4.3 Entitlement to annual leave and public and bank holidays is added to the calculation of your hourly rate and paid accordingly.

17 Camden pay schemes

- 17.1 Details of your pay scheme are available on essentials.
- 17.2 Your base salary will be reviewed annually as set out in the Service Provider and Practitioner and Manager pay schemes. A review does not guarantee an increase in salary.
- 17.3 Under the Practitioner and Manager pay scheme, 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.
- 17.4 The amount of any salary increase or one-off non-consolidated payment awarded, where applicable, will be determined in accordance with the relevant pay scheme. The pay schemes will be reviewed and may be revised from time to time based on factors to be determined by the Council.
- 17.5 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 with the Council.

18 Deductions from pay

- 18.1 The Council will make deductions from your pay in circumstances including, but not limited to, those outlined below. We will normally advise you of any deductions to be made before they commence and you will be invited to comment, including on the frequency and amounts of the deductions. We will advise you in advance of any deductions to be made in the following situations:
- an overpayment of salary or other pay
 - payment of an amount you are not entitled to under your contract
 - we have overpaid you when repaying money you spent on our behalf (expenses)
 - you resign without providing the required notice
 - you have taken more than the amount of annual leave due to you at the time your employment ceases.
- 18.2 These deductions will not affect any deductions we make:
- in line with a legal requirement or court order
 - as a result of a disciplinary decision
 - for any other contracts authorised by you for paying sums to third parties for example, Council Tax
 - because you take part in industrial action.
- 18.3 If your final salary is insufficient to cover any remaining overpayment, you are required to repay the outstanding amount in full as soon as possible and within an absolute maximum of six months of the end of your employment.

19 Bank holiday working

- 19.1 Employees on the Service Provider contract who are required to work on a bank holiday (excluding Christmas Day) will receive payment at the rate of plain time plus 10% and time off in lieu (TOIL) of the actual hours worked on the holiday.
- 19.2 Employees on the Practitioner and Manager contract who are required to work on a bank holiday (excluding Christmas Day), will receive TOIL of the actual hours worked on the holiday.
- 19.3 Employees on the Service Provider and Practitioner and Manager contracts who are required to work on Christmas Day will receive payment at the rate of plain time plus 50% and TOIL of the actual hours worked on the holiday.

20 Overtime

- 20.1 Employees on the Service Provider contract are eligible for paid overtime. Employees on the Practitioner and Manager contract are not eligible for overtime payments.
- 20.2 Overtime is considered to be hours worked over 36 in a week, subject to a minimum of 30 minutes each time overtime is worked, and the prior approval of your manager.
- 20.3 Employees who are required to work overtime will receive payment at the rate of plain time plus 10% for each hour worked, with the exception of overtime on Christmas Day.
- 20.4 Employees who are required to work overtime on Christmas Day will receive payment at the rate of plain time plus 50%. This rate applies between 10pm on Christmas Eve and 10am on Boxing Day.

21 Payments for irregular and out of hours working

- 21.1 We will make payments to employees where service needs require that they work disruptive hours.
- 21.2 The payments reflect the working pattern for your job. If the working hours associated with the job change, if you leave the position or move to another position that doesn't attract these payments, the payment will cease.
- 21.3 The payments are:

21.4 Night working

- 21.4.1 Employees required to carry out their duties during the night on a permanent, temporary or ad hoc basis may be eligible for a night work payment.
- A night is defined as a minimum of three hours worked between 10pm and 6am.
 - Employees who are required to carry out their duties during the night will receive payment at the rate of plain time plus 23% for the entire shift.

21.5 Disruption payment

- 21.5.1 Employees working on a rota that covers five or more days in a week may be eligible for a disruption payment, providing that the criteria for a high disruption or lower disruption payment are met.

21.5.2 The working pattern as set out in the rota determines eligibility for a payment.

21.5.3 A disruption payment will only apply where you rotate through the shifts in the rota. It does not apply where employees work fixed hours or shifts within the rota.

21.5.4 High disruption:

- the total period covered by three or more shifts is 18 hours or more; or
- the total period covered by two or more shifts is 24 hours; and
- at least three hours are worked between 10pm and 6am

The high disruption payment will be made at the rate of plain time plus 15%.

21.5.5 Lower disruption:

- the rota consists of the employee working two or more shifts; and
- the total period covered by the shifts is 11 hours or more; and
- there are at least four hours between the starting time of the earliest and starting time of the latest shift; and
- the number of shifts between 8.30 am and 6 pm makes up no more than half of the total shifts in the rota.

21.5.6 The lower disruption payment will be made at the rate of plain time plus 10%.

21.6 Standby and call out

21.6.1 Standby

21.6.2 Employees in jobs designated by the Head of Service as being liable to call out and/or required to be available for duty will be eligible to receive a standby payment of 5% of basic salary for the proportion of time they are required to be on standby. The standby payment covers the requirement to be available for duty, including receiving calls and determining the most appropriate approach to resolving the issues.

21.6.3 Standby may be on a permanent, temporary or ad hoc basis.

21.6.4 Call-out

21.6.5 Call out occurs when the employee is required to commence their duties to resolve the issue. This may be from a Camden workplace or site, or another location such as the employee's home.

21.6.6 Where an employee is called out:

- Employees in receipt of standby payments will not be paid for the first four hours of call out (defined as one hour total travelling time plus three hours working time). Thereafter, you will receive payment at the rate of plain time plus 10% for each full hour worked. As an alternative you may take TOIL, subject to the needs of the service.
- Employees who are called out unexpectedly and who are not otherwise in receipt of a standby payment, will receive payment at the rate of plain time plus 10% for each full hour

worked plus one hour total travelling time. As an alternative you may take TOIL, subject to the needs of the service.

22 Expenses

- 22.1 We will reimburse you for any reasonable expenses that you incur in the course of your duties on production of an itemised receipt. This includes the cost of travel on behalf of the Council (not including travel to and from work), for which we will reimburse you at the second/standard class travel rate.

Section D: holidays and leave

23 Holidays

- 23.1 The entitlement to holidays set out below applies to new Council employees from 1 October 2012. If you were employed by the Council prior to this date, your holiday entitlements are set out in your contract of employment.
- 23.2 You are entitled to 25 days paid annual leave each year on commencement of employment and an additional two days each year on completion of five years continuous service with the Council including service with an employer covered by the Redundancy Payments (Local Government) Modification Order 1983.
- 23.3 Your annual leave period runs from 1 September to 31 August. You must take your leave within each leave year.
- 23.4 You must book all your leave and have it approved by your line manager before you take it. You may be required to reserve a number of leave days if your service closes down during the Christmas period.
- 23.5 If you leave your job, you should take any annual leave that you have left within the notice period. The Council 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. We make exceptions if you die in service (any sum owing will be paid to your estate) or you were not able to take leave because we needed you to work.
- 23.6 You are also entitled to 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
- 23.7 Your entitlement to a statutory holiday is dependent on you being in the Council's employment on the date of that holiday.

- 23.8 If you are a part time employee, your entitlement to leave and pay is calculated as a proportion of the full time entitlements described above based on your hours of work.
- 23.9 If you are a term time only or zero-hours employee, you are entitled to payment for a proportion of the above leave based on your working pattern. You are not entitled to take the leave.
- 23.10 The annual and statutory holidays set out above are inclusive of and not in addition to your entitlement to take annual leave under the Working Time Regulations 1998.
- 23.11 The Council has an additional leave purchase scheme that allows employees to buy up to three days' additional leave in any given year on a salary sacrifice basis. Details of the scheme are available on essentials.

24 Leave for family reasons

- 24.1 The Council operates various schemes that allow parents time to care for their children. These are maternity, adoption, paternity and parental leave. An overview of your entitlements is provided below. More information on the schemes is available on essentials.

24.2 Maternity and adoption leave and pay

- 24.2.1 You may be entitled to maternity leave and pay if you are a woman expecting a child. You may be entitled to adoption leave and pay if you are the parent of an adopted child and will have the main responsibility for child care in the year following the child's placement.
- 24.2.2 If you have been employed by the Council for one year or more at the beginning of the eleventh week before the Expected Week of Childbirth (EWC) or expected date of placement, you are entitled to the following:
- a) 26 weeks ordinary maternity/adoption leave and up to 26 weeks additional maternity/adoption leave (a total of 52 weeks leave);
 - b) full pay for the first 16 weeks you are absent; and
 - c) the option of receiving either:
 - i. 24 weeks at half pay and up to 12 weeks without pay, or
 - ii. 12 weeks at full pay, 11 weeks at the rate of statutory maternity or adoption pay and up to 13 weeks without pay.
- 24.2.3 If you have been employed by the Council for less than one year at the eleventh week before the EWC or expected date of placement and have completed 26 weeks' service at the beginning of the fifteenth week before the EWC or expected date of placement you will be entitled to the following:
- a) 26 weeks ordinary maternity/adoption leave and up to 26 weeks additional maternity/adoption leave (a total of 52 weeks leave); and
 - b) 9/10ths pay for the first six weeks you are absent;
 - followed by half pay for 12 weeks;
 - 21 weeks at the rate of statutory maternity/adoption pay; and
 - up to 13 weeks unpaid leave.

24.2.4 If you have been employed by the Council for less than one year at the eleventh week before the EWC or expected date of placement and have completed less than 26 weeks' service at the beginning of the fifteenth week before the EWC or expected date of placement you will be entitled to the following:

- a) 26 weeks ordinary maternity/adoption leave and up to 26 weeks additional maternity/adoption leave (a total of 52 weeks leave); and
- b) 9/10ths pay for the first six weeks you are absent;
 - followed by half pay for 12 weeks; and
 - up to 34 weeks unpaid leave.

24.2.5 If you receive maternity/adoption pay under paragraph 24.2.2 or 24.2.3 above, you are expected to return to work for a period of at least 6 months following your maternity/adoption leave. If you do not meet this requirement, you will be required to repay the amounts you have received over and above the rate of statutory maternity/adoption pay.

24.2.6 The payments set out above are inclusive of and not in addition to any entitlement you may have to statutory maternity or adoption leave and pay.

24.3 Paternity (maternity support) leave

24.3.1 If you have over 26 weeks service with the Council and have been nominated to care for your wife or co-parent/co-habitee of either sex, following the birth or adoption of your child(ren), you are entitled to two weeks' paid leave.

24.3.2 You must take this leave within four months of the birth/placement, either in a single block or in multiples of half days.

24.4 Parental leave

24.4.1 You can take up to 13 weeks' unpaid leave to care for your child, or 18 weeks unpaid leave if your child is disabled, provided you have a minimum of one year's service.

24.4.2 You can take the leave in blocks of a week or more up to your child's fifth birthday. If your child is disabled you can take the leave in blocks of a day or more up to his or her eighteenth birthday.

24.5 Bereavement leave

24.5.1 You are entitled to bereavement leave however long you have worked for us.

24.5.2 You may be given 10 working days bereavement leave if the deceased person was:

- i) your partner or child;
- ii) a close relative living in your household and you are responsible for finalising their affairs;
- iii) if you, or any person living in your household, had a close personal relationship with the deceased person, and you are responsible for finalising their affairs.

24.5.3 You may also be allowed five working days bereavement leave if:

- i) as in ii) or iii) above where you are not responsible for finalising the deceased person's affairs;
- ii) if you are responsible for finalising the affairs of a deceased person.

24.5.4 Your Chief Officer may grant additional bereavement leave using the special leave scheme.

24.6 Dependency leave

24.6.1 If you have more than six months' service, you are entitled to apply for up to five days paid dependency leave in any leave year. This is to enable you to make alternative care arrangements for a dependent (your parent, child or a person who lives with you and is dependent on you for care) only after you have exhausted your annual leave entitlement. If you have less than 6 months' service you are entitled to reasonable unpaid time off.

24.6.2 This in no way affects your entitlement under the Employment Relations Act 1999 to reasonable unpaid time off work to deal with certain unexpected emergencies involving a dependent.

24.6.3 If you meet the criteria for dependency leave but have already had 5 days paid dependency leave during your annual leave year, your Chief Officer may in exceptional circumstances grant you a further period of special leave (paid or unpaid).

25 Special leave

25.1 Under normal circumstances we expect you to use annual leave, flexi leave, or time off in lieu (TOIL) to cover any unexpected situations. However, where it is not possible to cover an absence through other leave arrangements, Chief Officers may grant special leave as follows:

- leave with pay – up to one month; or
- leave without pay – up to six months

25.2 In exceptional circumstances, the Head of the Department may agree to extend these leave provisions.

25.3 Chief Officers can use the special leave scheme for the following:

- a) Extensions of other leave schemes we run, including dependency leave, bereavement leave, adoption leave and paternity leave.
- b) Grant leave to candidates at parliamentary elections representing political parties who received more than 10% of the national votes cast at the last general election.
- c) Time off (sabbatical leave) for working on a project, not necessarily to do with their work, which they do at a further or higher education establishment.
- d) Other exceptional circumstances.

26 Time off for public duties

26.1 You are entitled to a maximum of 10 days' paid leave per year in total to undertake public duties where you hold one or more* of the following posts:

- Justice of the Peace or Magistrate
- Member of a local authority
- Member of a statutory tribunal
- Local authority Leader of Council
- Local authority Committee Chair
- Member of governing body of educational establishment maintained by a LEA
- Member of governing body of a grant maintained school

- Member of the governing body of a higher education corporation
- Member of the board of management of a college of further education
- Member of national executive of a recognised trade union
- Member of the reserve forces
- Polling station duties in the London Borough of Camden

*Where membership of a school governing body is the sole public duty undertaken by an employee, a maximum of 5 days' paid leave per year will be allowed.

- 26.2 The actual amount of leave granted (up to a maximum of 10 days) will be based on the amount of time you need to perform the role and/or undertake training in relation to it.
- 26.3 Where appropriate and in the interests of promoting the principle of public duties, your Chief Officer may grant up to 10 days of additional unpaid leave.

27 Employment break

- 27.1 The Council has an employment break scheme that allows you to take a period of leave without pay entirely at our discretion. Details are available on essentials.

Section E: sickness absence and pay

28 Sickness absence and pay

- 28.1 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

- 28.2 You may forfeit your entitlement to sick pay if you:
- refuse to attend a medical examination on request; or
 - fail to follow the Council's absence notification and certification procedures; or
 - make or produce a misleading or untrue statement or document relating to your absence.
- 28.3 Once you have exhausted your sick pay entitlement you will have no further entitlement to sick pay for that period.
- 28.4 You may also receive Statutory Sick Pay (SSP) or claim other state benefits. Where you receive sick pay at full pay, this is inclusive of not in addition to your entitlement to SSP.

- 28.5 You will not receive SSP if:
- you are pregnant and fall sick within the 18 week 'disqualifying period'
 - you are receiving statutory maternity pay, maternity allowance, statutory paternity pay or adoption pay
 - you are taking part in industrial action
 - you have already received your full SSP entitlement
 - you are in legal custody
 - you have received an employment support allowance within the last 12 weeks
- 28.6 If you receive sick pay for periods of absence due to injuries caused in an accident (for example a road accident), we will require you to repay this sick pay if you are subsequently able to recover it in a compensation/damages claim from a third party.
- 28.7 We expect you to make medical and dental appointments outside working hours. If it is necessary for you to have an appointment during the working day, for example because the particular service you need is available only within certain hours, you should use flexi leave, time off in lieu, annual leave or make up the time you were away from work by working extra hours.
- 28.8 Where there is a need for urgent medical or dental treatment we will allow you to take this time off as sickness leave.

Section F: allowances and loans

29 General

- 29.1 The Council pays allowances in certain circumstances where a position or employee meets the necessary criteria. The rates for these allowances will be reviewed annually. Current rates are available on essentials.
- 29.2 If you are a part time employee, any allowances may be a proportion of the full time amount based on your hours of work.

30 Cycle user allowances and mileage rate

- 30.1 An employee whose position requires the use of their own bicycle on the Council's business (this does not include travel to and from work) may be entitled to a cycle user allowance or mileage rate.

31 Car user allowances

- 31.1 An employee whose position requires the use of their own car on the Council's business (this does not include travel to and from work) may be entitled to a car user allowance.
- 31.2 The use of your own car will be only authorised where you are required to travel in the course of your duties and there is no suitable alternative available, i.e. public transport, a pool vehicle or a taxi.

31.3 If you receive a car user allowance you have access to the Council's assisted car purchase scheme and, at the discretion of your Chief Officer, may receive a parking meter allowance.

32 Motor cycle, scooter and moped allowances

32.1 If you are required to drive your own motorcycle, scooter or moped in the performance of your duties (this does not include travel to and from work), you may be eligible to receive a mileage rate.

33 Parking

33.1 Parking spaces in Council car parks are not normally provided to employees. However, they may be made available to disabled staff, essential car users and casual car users. Where the demand for parking in Council car parks exceeds the spaces available, allocation will be given in order of priority to disabled staff, essential car users and then casual car users.

34 Congestion Charge

34.1 We reimburse congestion charges only to drivers receiving the essential car user allowance providing that your line manager is satisfied that your journey into the congestion charge area could not have been made in another way such as using public transport, a pool vehicle or taxi.

34.2 Disabled staff who the Council has agreed can use their own vehicle to travel to and from work and/or in the course of their duties and who travel through or into the congestion charge area will be reimbursed the initial cost of the Transport for London registration charge.

35 Loan schemes

35.1 The Council operates the following loan schemes:

- cycle purchase; the cycle to work scheme
- annual season ticket for public transport

35.2 Full details of the schemes are available on essentials.

35.3 Loans are granted on the condition that when your employment with the Council ends, you will immediately repay any outstanding balance.

36 Fire marshal allowance

36.1 If you have been trained under our fire marshal scheme and perform duties as a fire marshal, you may receive a fire marshal allowance.

37 First aid allowance

37.1 If you have been trained under our first aider's scheme and, have a valid first aid certificate and are a designated first aider, you may receive a first aid allowance.

38 Other allowances

38.1 Other allowances may be paid to employees working in jobs with specific requirements.

39 Relocation expenses

39.1 If you have to move home to take up your first appointment with the Council, your Chief Officer may grant relocation expenses of up to 75% of the cost to you, subject to an annually reviewed maximum.

Section G: policies, procedures and codes

40 The Council has a number of policies, procedures and codes with which you are required to comply. These include:

- Code of Conduct
- ICT Code of Conduct
- Probation guidelines
- Disciplinary policy and procedure
- Grievance policy and procedure
- Health and safety policy
- Absence management policy and procedure
- Underperformance policy and procedure
- Organisational change policy and procedure

40.1 You can access these policies, procedures and codes by clicking on the titles in the list above. Information on all our HR policies and procedures is available on essentials.

Appendix 1- salary calculation for a part time employee

Example 1:

A part time employee working 25 hours per week and paid on Level 1, spinal column point 10 (full time salary of £19,611) is calculated as follows:

Step 1: calculate the proportion of full time hours actually worked (a full time employee works 36 hours per week and has a FTE of 1)

actual hours worked per week ÷ full time hours = proportion of full time hours

25 actual hours worked per week ÷ 36 hours per week = 0.69444

Step 2: calculate the part time employee's annual salary

proportion of full time hours x full time salary = part time annual salary

0.69444 x £19,611 = £13,618.66

So, the employee's salary will be £13,618.66 a year.

Example 2:

If that same employee worked 18 hours per week, the calculation would be as follows:

Step 1: calculate the employee's new proportion of full time hours

actual hours worked per week ÷ full time hours = proportion of full time hours

18 actual hours worked per week ÷ 36 hours per week = 0.5

Step 2: calculate the employee's new salary

proportion of full time hours x full time salary = part time annual salary

0.5 x £19,611 = £9,805.50

So, the employee's new salary is £9,805.50 a year.

Appendix 2 - salary calculation for a term time only employee

Full Time days worked	Full Time AL allowance	Actual Days worked	AL entitlement per day
260	20	240	0.0833
260	21	239	0.0879
260	22	238	0.0924
260	23	237	0.0970
260	24	236	0.1017
260	25	235	0.1064
260	26	234	0.1111
260	27	233	0.1159
260	28	232	0.1207
260	29	231	0.1255
260	30	230	0.1304
260	31	229	0.1354
260	32	228	0.1404
260	33	227	0.1454
260	34	226	0.1504
260	35	225	0.1556
260	36	224	0.1607
260	37	223	0.1659
260	38	222	0.1712
260	39	221	0.1765
260	40	220	0.1818
260	41	219	0.1872
260	42	218	0.1927
260	43	217	0.1982
260	44	216	0.2037
260	45	215	0.2093
260	46	214	0.2150
260	47	213	0.2207
260	48	212	0.2264
260	49	211	0.2322
260	50	210	0.2381

Example of Term Time Only (TTO) Pay Calculation

1. TTO leave entitlement

Contracted weeks x 5 (days per week) 39 x 5 195.0000 (A)

Contracted days x AL entitlement per day 195 x 0.1454 28.3530 (B)

2. Total days/weeks paid

Contracted days + leave (A + B) 195 + 28.3530 223.3530 (C)

Weeks to be paid (C) 223.353 44.6706 (D)
5 5

3. Percentage of FT pay

TTO weeks paid (D) 44.6706 85.6700% (E)
 FT weeks paid 52.1429 52.1429

4. Actual salary

FT Salary x percentage of FT pay Salary x (E) £20,000 x 85.6700% £17,134.00

How TTO proportion of leave allowance is calculated

This example uses a full time (FT) and a TTO employee paid at Level 1 with less than 5 years continuous service. Their full time allowance of leave includes 25 annual leave days and 8 bank holidays, a total of 33 days leave.

Note: When choosing the relevant FT leave allowance please ensure to include basic and long service leave allowances and bank holidays.

The FT employee is contracted to work 260 days each year (52 weeks x 5 days). Their leave allocation reduces that to 227 days (260 minus 33). This means that for each day worked the FT employee accrues 0.1454 days leave (33 divided by 227).

The TTO employee works 195 days each year. They also accrue 0.1454 days leave for each day worked resulting in 28.3530 days leave (195 x 0.1454).