Witness Name: **Catherine Crawford** Statement no: **First** Exhibits: **CC6** Date: 29 February 2012

# THE LEVESON INQUIRY

Exhibit CC6 to the Witness Statement of **Catherine Crawford** 

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MOD200012826



## METROPOLITAN POLICE AUTHORITY TERMS AND CONDITIONS FOR COMMANDER

1. The Metropolitan Police Authority (the Authority) is responsible for the appointment of ACPO rank police officers and for establishing the terms and conditions which apply to appointments. The appointment is made under the relevant Regulations.

## 2. Terms of Appointment

Your date of appointment as Commander will commence...... Your appointment will be reviewed when you have reached the age of 65, to determine if your continuing service is in the interests of the Service. There will be annual reviews by the Authority thereafter.

#### 3. Duties and Responsibilities

The Commissioner will inform you of the position to which you are posted and your line manager. Your line manager will agree your objectives with you. You should not expect to remain in this position throughout your service as a Commander. You may be directed or required by the Commissioner from time to time to undertake additional or other duties, which are within the skill and competence of your rank and appropriate to your position, to meet the needs of the business of the Metropolitan Police Service (MPS) and the Authority.

#### 4. Place of Work and Hours

Your normal place of work is not fixed, and can be anywhere in the Metropolitan Police District (i.e. the geographical jurisdiction of the Greater London Authority). You may be required to travel to such places as may be reasonably necessary for the proper performance of your duties, both inside and outside the UK. Working hours are such as are needed to fulfil the requirements of the post, including operational call-outs.

#### 5. Salary

Your salary is £second point of scale a year, paid monthly. Any increase will reflect the arrangements agreed following the current review of terms and conditions.

## 6. Performance Related Bonus

Once you reach the top of your incremental scale you will be eligible for consideration to receive a bonus. The Authority, in consultation with Her Majesty's Inspectorate of Constabulary, will operate this scheme based on an annual assessment of performance.

## 7. Allowances

You will receive London Weighting, London Allowance and housing allowance in accordance with the Regulations These are paid monthly in arrears and will change in accordance with the Regulations.

## 8. Travel

Full reasonable travel and subsistence costs and expenses incurred in the performance of duty will be reimbursed in accordance with the Regulations and MPS policies.

## 9. ACPO Subscriptions

Your ACPO subscription will be reimbursed when it next falls due but you must meet any taxable benefit arising. The legal indemnity cost cover provided as part of CPOSA subscriptions will be met by the Authority.

#### **10.** Private Healthcare

You are entitled to private healthcare through a corporate package negotiated by the MPS.

#### 11. Health Checks

Your appointment was subject to a full medical examination. Further health checks will be provided every two years thereafter.

#### 12. Car Benefits

You are entitled to be provided with a car, or a car allowance to be paid monthly for you to provide a car for business use. Alternatively, you may be provided with a first class rail season ticket.

### 13. Sickness Absence

Regulation 33(5) of the Regulations and the provisions of the MPS Sickness Policy (as amended) will apply. Sick pay will be in accordance with Regulation 28.

### 14. Annual Leave

You are entitled to paid leave in accordance with the Determination made under Regulation 33 of the Regulations.

## 15. Fairness at Work

If you have a fairness at work complaint relating to the actions of the Authority, individual members of the Authority or any of its officers, you should raise it initially with the Chief Executive. The Authority's decision on any such matters shall be final. If you have a fairness at work complaint against any member of staff under the direction and control of the Commissioner, you should raise it through the MPS Fairness at Work Procedure.

# 16. Allegations, complaints and reports concerning misconduct or inefficiency

Any complaint made against you by a member of the public, or any other allegation, complaint or report alleging or indicating misconduct on your part will be dealt with in accordance with the Police Reform Act 2002 and the Police Conduct Regulations 2008 (or the relevant legislation and regulations in force at the time) as they apply to senior officers. The Authority is the appropriate Authority for dealing with such matters.

## 17. Pension

All matters concerning your pension will be governed by the Police Pension Regulations 1987 and any subsequent amendments to them.

#### 18. Business Interests

The expectation is that you will devote your working time to your duties and office. Any business interest is to be notified to the Chief Executive to the Authority in accordance with Regulation 7 of the Regulations as amended by the Police (Amendment) (no 2) Regulations 2006.

## **19.** Any other occupation or profession or business or work

You must not engage in any other occupation or profession or business or work, whether paid or unpaid, for any other organisation, company, firm or person without the prior written permission of the Chief Executive to the Authority.

## 20. Intellectual Property Rights

Subject to the Patents Act 1977 and the Copyright, Designs and Patents Act 1988, any invention, design, or copyright work, including without limitation all documents, data, articles, reports, systems, processes or other items ("Works"), made by you during the course of your employment with the Authority (whether or not in the course of your duties) shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of the Authority, and you hereby irrevocably and unconditionally assign to the Authority, all right, title and interest in and to the same.

## 21. Data Protection

You acknowledge and accept that the Authority may process information relating to you in order to fulfil the Authority's obligations to you under the terms of your appointment and/or for reasons relating to your appointment with the Authority and you hereby explicitly consent to such processing. Such processing will be principally for personnel, administrative and payroll purposes.

## 22. Freedom of Information Act (FOIA)

You acknowledge and accept your personal responsibility, as a member of a public authority, relating to all information created and held in any media by you and the organisation, under the provisions of the FOIA. You acknowledge that all members of the MPS must meet the standards of openness and transparency rightly expected of the organisation by the public, whilst safeguarding the people and information that the Service has a duty to protect.

### 23. Notice

If you wish to resign, retire or transfer to another police authority, you are required to give a minimum of three months notice. This notice should be submitted initially to the Commissioner who will forward it to the Chief Executive to the Authority for consideration. The Authority may waive the notice requirement in exceptional circumstances, at its discretion.

#### 24. Confidentiality

The relationship between the Authority, MPS and its officers and employees is founded on trust. Any breach of this trust by a police officer or employee, such as the unauthorised disclosure of confidential information about the Authority or MPS or related business, will render you liable to disciplinary action and/or to civil proceedings. The civil proceedings may seek to restrain you from disclosing the information or making personal use of it without written authorisation from your line manager or for damages if loss to the Authority or MPS results from the unauthorised disclosure. This requirement not to disclose confidential information applies throughout your period of service.

For a period of two years from the date of termination of this contract, you shall, unless first obtaining written authority signed by the Chief Executive to the Authority, be restricted from disclosing or making use of any information in your knowledge or possession relating to the Authority or MPS.

## 25. Post Authority employment and appointments

Before accepting any appointment which would start within one year of leaving the Service, you must obtain the approval of the Chief Executive to the Authority, in cases where:

- the appointment is to an organisation, firm or business that provides any commercial and contractual services to the MPS or the Authority;
- the appointment is to an organisation, firm or business that intends to tender for the provision of commercial and contractual services to the MPS or the Authority.

Approval will not be unreasonably withheld.

#### 26. General

Where reference is made to benefits, allowances and remuneration, you will discharge any liability for income tax unless explicit provision is otherwise made. The Authority will notify the Inland Revenue of all taxable benefits, allowances and remuneration. Any tax arising is to your own account.

## 27. Variations

Variations or amendments to this statement will be notified to you in writing. These revised terms and conditions constitute a total package. The Authority reserves the right to alter these terms and conditions as appropriate to the needs of the Service.

Signed

Date

Name (In Block Capitals)

Signed

Date

CATHERINE CRAWFORD CHIEF EXECUTIVE METROPOLITAN POLICE AUTHORITY