

RECORD OF DECISION

TITLE: DEPUTY POLICE AND CRIME COMMISSIONER CONTRACT

Ref. PCC/D/2018/13

EXECUTIVE SUMMARY

By virtue of s.18 of the 2011 Act the Police and Crime Commissioner for West Mercia (the West Mercia Commissioner) may appoint a person to be the Deputy Police and Crime Commissioner for the West Mercia area and to arrange for them to exercise any of the functions of the West Mercia Commissioner other than those functions prohibited by s.18 (7) (a), (e) or (f).

Tracey Onslow was appointed as Deputy Police and Crime Commissioner for the West Mercia area for the period and subject to the terms and conditions referred to in the accompanying Part 1 report.

PROPOSAL

To extend the hours of employment under the contract previously approved from 30 to 37.5 hours, with a commensurate increase in salary of the Deputy Police and Crime Commissioner.

APPROVAL OF

West Mercia Commissioner

I hereby approve the above proposal.

Signed



PART 1 – NON-CONFIDENTIAL/EXEMPT FACTS AND ADVICE

SUPPORTING REPORT

1. INTRODUCTION

Under s.18 of the 2011 Act the West Mercia Commissioner may appoint a Deputy Police and Crime Commissioner for the West Mercia area (the Deputy) and may arrange for such person the exercise of any functions of the West Mercia Commissioner save those matters excepted by law; namely those matters contained in s.18 (7) (a) (e) or (f).

2. ISSUES FOR CONSIDERATION

- 2.1 The Deputy Police and Crime Commissioner is a member of staff of the West Mercia Commissioner by virtue of s.18 and shall be subject to terms and conditions of employment. The Deputy Police and Crime Commissioner was originally appointed on a contract for 30 hours per week (see Decision Notice 2016/10). It was made clear then that the terms and conditions may be varied from time to time
- 2.2 Following the announcement that the Police and Crime Commissioner will become the governing body for the two Fire and Rescue Services, additional time will be required of the Deputy to support the Police and Crime Commissioner in his extended role.
- 2.3 The contract is to be extended to 37.5 hours per week, to provide some of this additional support. This will require a commensurate increase in salary. All other terms and conditions will remain the same.
- 2.4 The revised principal terms are set out in a summary of terms and conditions, a copy of which is attached to this decision record as Appendix A.

3. FINANCIAL COMMENTS

Provision has been made within the budget for this appointment.

4. LEGAL CONSIDERATIONS

The West Mercia Commissioner has power to make this decision by virtue of but subject to the limitations of s.18 and Schedule 1 of the 2011 Act.

PUBLIC ACCESS TO INFORMATION

Information in this form is subject to the Freedom of Information Act 2000 (FOI Act) and other legislation. Part 1 of this form will be made available on the West Mercia Police and Crime Commissioner's website. There is no Part 2 Report.

OFFICER APPROVAL

Chief Executive Officer

I have been consulted about the proposal and confirm that financial and legal advice have been taken into account in the preparation of this report. I am satisfied that this is an appropriate request to be submitted to the West Mercia Commissioner.

Signature 

Date 1st May 2018

Terms and conditions of the Deputy Police and Crime Commissioner

The terms and conditions of the post of Deputy Police and Crime Commissioner are in part set out in the Police Reform and Social Responsibility Act 2011 (as amended) and associated Regulations and Home Secretary's Determination. These terms and conditions summarize their key points, and augment those to cover specifically the situation of the West Mercia Deputy Police and Crime Commissioner.

You are employed by the West Mercia Police Crime Commissioner and by virtue of Section 18(10) of the Police Reform and Social Responsibility Act 2011 a member of the PCC's staff. Your terms and conditions of employment are those contained in this document. A copy of your Job Profile is attached.

Continuous Employment

Your continuous service for statutory employment rights commence on 8th August 2016 when you begin your service with the PCC. When calculating your entitlement to a redundancy payment, your continuous service is defined by the Redundancy Payments (Local Government) (Modification) Orders.

Salary

Your salary is £50,000. We will pay your salary each month in 12 equal payments (normally on the 28th day of each month) into your bank account. If we over pay your salary or other payments, we have the right to recover the over payment by taking phased salary deductions from other salary payments we make to you. The PCC will review your salary in line with the reviews that are conducted by the Home Secretary of his own salary.

Allowances

Allowances shall be paid in accordance with those payable to the Police and Crime Commissioner. Paragraph 3 of Schedule 1 to the Police Reform and Social Responsibility Act 2011 ('the 2011 Act') provides that a police and crime commissioner (PCC) is to be paid authorised allowances. 'Authorised allowances' means allowances, in respect of expenses incurred by the commissioner in the exercise of the commissioner's functions, which are of the kinds and amounts determined by the Secretary of State. A determination under paragraph 3 may make different provision for different cases.

The purpose of authorised allowances is to reimburse expenses incurred by PCCs in carrying out their duties, not to provide a general gratuity for undertaking the role. Commissioners are paid a salary determined by the Secretary of State on the advice of the senior salaries review board.

The kinds of allowances determined by the Secretary of State for the purposes of paragraph 3 of Schedule 1 to the 2011 Act are allowances in respect of:

- travel expenses
- subsistence expenses
- exceptional expenses

reasonably incurred by a PCC in the exercise of the commissioner's functions.

The amounts of such allowances determined by the Secretary of State are set out in the below table: **Table of PCC authorised allowance amounts**

Type of expense	Key restriction	Rates
Train	In course of business	Reimbursed up to standard class rates
Mileage allowances	Only if necessary	As per HMRC rates
Taxis	Only where public transport not available	Cost of taxi fare
Foreign travel	Prior authority from chief executive and for business purposes	Economy class for flights
Hotel accommodation	Business purposes and agreed in advance Value for money and best use of public funds - lower priced suitable accommodation	No explicit limitation on star standard of hotel accommodation
Subsistence (UK and foreign)	Only paid for evening meals and, where applicable, breakfast (not lunch)	Breakfast £10 Dinner £30
Exceptional expenses not falling within any of the other types	Reasonable incurred in carrying out business of the authority	As approved by the chief executive

Your base for calculating travel expenses and other normal personnel matters shall be Hindlip, Worcestershire.

Hours of work

Your working hours are 37.5 hours a week Monday to Friday, and normally will require attending on any day, or parts of days as reasonably required by the PCC. To meet PCC requirements you may be required to vary your normal working arrangements. This will involve working outside normal office hours. No overtime payment will be made for such working.

We must protect the health and safety of all our staff. The PCC has a policy on hours of work under the Working Time Regulations 1998 with which you must comply and which may be amended from time to time by the PCC in its absolute discretion. A copy of this policy can be obtained from the Chief Executive.

Holiday

You are entitled to 28 days annual leave pro rata to the hours worked. The holiday year is from 1 April to 31 March. If you start or leave employment during the year, you are entitled to days off in proportion to the number of completed months' service during the year. If you do not take your days off within the holiday year, you will lose those days. In exceptional cases, with approval from the PCC, you may carry over days from one holiday year to the next. You must take these days before the end of May of the subsequent leave year. You will also be entitled to public and bank holidays.

The PCC must approve any time you want to take off. However you may have to work on public and bank holidays and will be entitled to take appropriate time off in the remainder of the leave year.

If, when your employment ends, you have taken less than your holiday entitlement for the holiday year so far, the Working Time Regulations automatically entitle you to

receive pay for the holiday leave not taken. Also, if you have taken more days than your entitlement a pay adjustment will be made.

Sickness absence

Payments during any absence due to sickness or injury will be in accordance with the requirements of the legislation relating to statutory sick pay. For these purposes your "qualifying day(s)" will be those day(s) on which you are normally required to work. SSP is payable from the fourth qualifying day in any 'period of incapacity for work'.

Arrangements for reporting and monitoring sickness absence are those applicable to staff. The PCC has right at any time to require that you are examined by a medical practitioner /clinician and to cease your pay if you do not comply with the PCC's attendance policy.

Pension and Retirement

Unless you choose to opt out, you will automatically become a member of the Local Government Pension Scheme. When you retire, the pension scheme provides benefits based on your length of service and the salary you received in the best of your last three years of service.

While a member of the scheme you will be 'contracted out' of the State Second Pension (S2P) and so will not build up any more benefits under S2P. This does not affect your entitlement to the Basic State Pension.

You will be sent details of the pension scheme, its effect on S2P and how to opt out of membership, if you wish to do so.

Notice Period/Termination of Contract

The appointment as DPCC may be terminated by notice at any time by the PCC and will terminate in any event upon the PCC ceasing to hold office for any reason, including reaching the end of the term of office under which the appointment is made subject to the foregoing. On termination by notice you will be entitled to payment equivalent to 3 months pay. This contract will also terminate in the event of you being subject to a relevant disqualification as defined by paragraph 8 of Schedule 1 to the Police Reform and Social Responsibility Act 2011. You may terminate this appointment by the giving of notice with immediate effect.

Complaints

If you have a complaint about your employment you should first contact the Chief Executive.

General Behaviour and Conduct

The PCC expects you to follow the highest standards of behaviour in the workplace and when you are not at work. You must contribute fully to delivering services and must support activities to the highest standards and behave at all times with integrity and honesty. All colleagues have the right to be treated with dignity and respect. Behaviour which is in any way offensive or demeaning is not acceptable. You are subject to the PCC code of conduct which applies to the PCC and the DPCC by virtue of the statutory Protocol. Please sign and return the enclosed acceptance of the Code of Conduct.

If your behaviour falls below the necessary standard, the PCC may take action against you under the relevant disciplinary procedure. You are also subject to the Elected Local Policing Bodies (Complaints and Misconduct) Regulations 2012.

Disciplinary and Grievance

You must adhere to all of the relevant employment policies of the PCC and with your Terms & Conditions of Employment. Failure to do so may result in disciplinary action being taken against you, including ending your employment immediately without notice.

Dress Code

The PCC expects you to dress appropriately and in a way that gives confidence to our communities and public.

Diversity and Equal Opportunities

The PCC's aim is to employ a workforce at all levels that reflects the culture and the diverse mix of the communities he/she serves. The PCC is committed to providing fairness and equal opportunities to you as a member of staff in a workplace that is free from bullying, intimidation, harassment and discrimination. This means that the PCC will recognise and develop the talents of all and treat everyone with dignity and respect. The PCC will treat you fairly and you must behave in this way towards others, in accordance with the PCC's Equal Opportunities Policy which is available from the Chief Executive.

Confidentiality

The PCC expects you to keep official information and documents strictly confidential. Any unauthorised disclosure of information which is confidential to the PCC or the Force will be regarded as a breach of discipline. You are subject to the Official Secrets Act 1989, and you are reminded it is an offence to reveal without authorisation any information, document or other item, which is or has been in your possession. Please sign and return the enclosed notification.

Unauthorised access to or use of computer systems, or information stored on computer or otherwise, may be an offence under the Data Protection Act 1998, the Copyright, Designs and Patents Act 1988 or the Computer Misuse Act 1990. You must keep information confidential (especially under the legislation above).

Data Protection Act 1998

The Data Protection Act 1998 covers how personal information may be used and sets out eight principles for handling information and lists the offences that may be committed by not following the act. You must follow the requirements of the Data Protection Act 1998 and must not breach regulations. In order to assist you to comply with the Act you will be required to satisfactorily complete an e-learning course prior to being given access to the PCC's information technology systems.

Freedom of Information Act 2000

Under this Act every employee has a duty to provide assistance to any applicant by receiving and progressing a request and/or producing information when requested. If you alter, tamper with or destroy information on paper or computerised after a request has been received you could be liable to a fine of up to £5000 and disciplinary action.

Government Protective Marking Scheme

It is important that official documents and other data sources which you may handle are adequately protected and managed. You will be required to satisfactorily complete a training package designed to familiarise you with the requirements of the scheme.

Other employment

You should not carry out extra employment where this conflicts with your employment with the PCC, or which harms your performance at work or your employment.

Health & Safety

We are committed to protecting the health and safety of all staff, visitors, contractors and the public. You must co-operate with us on all issues of health and safety. This is an important part of your health and safety responsibility. You must take reasonable care of your own health and safety and the safety of others who may be affected by your actions. A copy of the PCC's policy is available on the intranet.

Smoking at Work

All West Mercia and Police Crime Commissioner's premises are designated as smoke free. Smoking is not permitted by law in any part of any building or within the perimeter of any grounds; this includes car parks on these premises. In order to maintain the professional image of the PCC and Force, smoking is not permitted in front of any premises.