



OFFICE OF THE POLICE & CRIME COMMISSIONER FOR THAMES VALLEY

THAMES VALLEY POLICE AND CRIME PANEL 20th April 2018

PROPOSED VARIATION TO THE TERMS AND CONDITIONS OF EMPLOYMENT OF THE DEPUTY POLICE AND CRIME COMMISSIONER

Executive Summary

The Police Reform and Social Responsibility Act 2011 ('the Act') provides, under section 18(1), that the Police and Crime Commissioner for a police area may appoint a person as the deputy police and crime commissioner for that area.

Under Schedule 1, paragraph 9, of the Act, the Police and Crime Commissioner (PCC) must notify the Police and Crime Panel ("the Panel") of any proposed appointment to the post of 'Deputy Police and Crime Commissioner' (DPCC). In doing so, the PCC must also notify the Panel of the following information:

- a) The name of the person whom the commissioner is proposing to appoint ("the candidate")
- b) The criteria used to assess the suitability of the candidate for the appointment
- c) Why the candidate satisfies those criteria
- d) The terms and conditions on which the candidate is to be appointed.

At its meeting held on 16th December 2016 the Panel held a confirmation hearing and recommended that my proposed DPCC for Thames Valley, Mr Matthew Barber, be appointed. That appointment was based on the then proposed terms and conditions of appointment which, in summary, were for a part-time post (0.6 full-time equivalent).

This report proposes a variation to the responsibilities of the DPCC and those original terms and conditions of appointment, to increase the 'Hours of Work' of the post-holder from a part-time post of 22.2 hours per week (0.6 f.t.e.) to a full-time post (i.e. 37 hours per week), effective from 21st May 2018.

PCC Recommendation to the Police and Crime Panel

That the Panel be invited to endorse my proposed variation to Mr. Matthew Barber's role, responsibilities and terms and conditions, and thereby:

- a) increase the contracted 'Hours of Work' of the post from 22.2 to 37 hours per week (i.e. to make the DPCC post a full-time appointment)
- b) increase the annual salary of the post from £45,000 p.a. to £65,000 p.a.
- c) increase the holiday entitlement of the post from 133.2 hrs. p.a. (18 days p.a. equivalent) to 222 hrs. p.a. (30 days p.a. equivalent).

with effect from 21st May 2018.

Police and Crime Commissioner	
Signature	Date

PART 1 – NON-CONFIDENTIAL

1. Introduction and background

- 1.1. The Police Reform and Social Responsibility Act 2011 (“the Act”) provides, under section 18(1), that the Police and Crime Commissioner (PCC) for a police area may appoint a person as the deputy police and crime commissioner (DPCC) for that area.
- 1.2. At its meeting held on 16th December 2016 the Panel held a confirmation hearing and recommended that my proposed candidate, Mr Matthew Barber, be appointed to the post of DPCC for Thames Valley. That appointment took effect from 3rd January 2017.
- 1.3. Under section 18(10) of the Act the DPCC is a member of my staff and is therefore subject to a contract of employment which sets out the terms and conditions of the appointment.
- 1.4. Following the first year of the appointment I have reviewed the role and responsibilities of the DPCC post. In addition to undertaking, where necessary, the general statutory responsibilities and functions of a PCC that may be delegated to a DPCC (as summarised in Appendix 1), my proposal is to increase the specific responsibilities allocated to the DPCC, as set out below in paragraph 2.4. To facilitate this increase in specific responsibilities I also propose to make the DPCC a full-time role, to increase the contracted ‘Hours of Work’ of the post-holder from three to five days per week (i.e. from 22.2 hours per week to 37 hours per week).
- 1.5. Whilst this proposed variation to the DPCC’s terms and conditions does not represent a new appointment, I acknowledge that it does represent a significant variation to the terms and conditions of the original appointment considered and endorsed by the Panel in December 2016. I therefore believe it appropriate for this proposed revision to the role and responsibilities of the DPCC, and resultant variation to the terms and conditions of Mr Barber’s appointment, to be presented to the Panel for review and endorsement.

2. Issues for consideration

- 2.1. A PCC must notify the Panel of the following information in support of any proposed appointment of a DPCC:
 - a) The name of the person whom the commissioner is proposing to appoint (“the candidate”)
 - b) The criteria used to assess the suitability of the candidate for the appointment
 - c) Why the candidate satisfies those criteria
 - d) The terms and conditions on which the candidate is to be appointed.
- 2.2. I presented the above information to the Panel on 16th December 2016 in respect of my original proposed appointment of Mr Barber as DPCC.
- 2.3. The criteria used to assess the suitability of Mr Barber for his appointment as DPCC and why he satisfied those criteria, as previously notified to the Panel at its meeting in December 2016, still stand today. In addition, however, Mr

Barber has now accumulated over 15 months' worth of practical relevant experience and knowledge operating as my DPCC.

2.4 **Increase in specific responsibilities of the Deputy PCC**

The formal scheme of delegation to the DPCC (as set out in Appendix 1) should continue unchanged (i.e. all functions of the PCC may be delegated to and undertaken by the DPCC except those excluded by statute) to allow for flexibility and support in the absence of the PCC. Nevertheless, it is proposed that the specific responsibilities and functions to be delegated to the DPCC include the following:

- Support the PCC in the function of his duties
- Attend meetings and events to represent the PCC
- To establish liaison with local authorities in the Thames Valley (the formal meetings and informal contacts), such as attendance at Health and Wellbeing Boards
- To act as a liaison with other external partners
- To represent and lead, on behalf of the PCC, on collaboration initiatives with emergency services in general and fire services in particular in the Thames Valley
- To lead on the commissioning of victims and witness services
- To oversee the allocation and monitoring of the community safety fund grants
- To oversee complaints handling arrangements and performance of Thames Valley Police and the Office of the PCC
- Other specific projects as required by the PCC

2.5 **The proposed variation to the terms and conditions on which the DPCC is appointed**

A summary of the proposed new terms and conditions relating to the DPCC are attached at Annex A. In brief, in recognition of the increase in specific responsibilities of the DPCC, this proposal is to vary the terms and conditions on which the candidate was appointed, summarised as follows:

a) Responsibilities

Specific additional delegated responsibilities as summarised in paragraph 2.4 above.

b) Hours of Work

From a part-time post of an average of 22.2 hours per week (0.6 f.t.e.) to a full-time post (i.e. an average of 37 hours per week).

c) Remuneration

The current part-time annual salary for this post is £45,000 based on an average of 22.2 hours work per week. This part-time salary equates to a full-time equivalent salary of £75,000 per annum (based on 37 hours per week for a full-time post). However, in recognition of the current financial constraints and the range of salaries for similar posts elsewhere, a lower salary level of £65,000 per annum is proposed.

d) Holiday Entitlement

The DPCC will be entitled to an increase in holiday entitlement, up from 133.2 hours per annum (18 days per annum equivalent) to 222 hours per annum (30 days per annum equivalent), in addition to public holidays.

It is proposed that the new arrangements would commence on Monday 21st May (subject to the recommendations of the Panel). Notwithstanding this proposed variation to the current contract terms and conditions, the new terms and conditions would still represent continued employment from 3^d January 2017, as per the current contract, and be for a fixed term to the existing termination date of no later than 13th May 2020.

3. Financial comments

- 3.1 The additional annual salary and employer oncosts will be contained within existing budgetary provisions.

4. Legal comments

- 4.1. The power and process by which a PCC may appoint a Deputy Police and Crime Commissioner for his police area is provided by The Police Reform and Social Responsibility Act 2011 (section 18(1), and Schedule 1, paragraphs 8 to 12 (inclusive)).
- 4.2. Under Schedule 1, paragraph 8(3), the terms and conditions of a person who is appointed as the DPCC must provide for the appointment to end not later than the day when the current term of office of the appointing PCC ends (i.e. 13th May 2020).
- 4.3. Although the DPCC is a member of the PCC's staff (s18(10) of the Act), under paragraph 8(4) of Schedule 1 of the Act the appointment of a DPCC is exempt from the requirement of Section 7 of the Local Government and Housing Act 1989, that all staff appointments should be made on merit. There is therefore no requirement for the open recruitment process that would normally apply when recruiting staff to the PCC's office.

5. Background papers

The Police Reform and Social Responsibility Act 2011.

Public Access to Information

Information in this form is subject to the Freedom of Information Act 2000 (FOIA) and other legislation.

Part 1 of this form will be made available on the website within 1 working day of approval. Any facts and advice that should not be automatically available on request should not be included in Part 1 but instead on a separate Part 2 form.

Deferment of publication is only applicable where release before that date would compromise the implementation of the decision being approved.

Is the publication of this form to be deferred? No

If yes, for what reason?

Until what date?

Is there a Part 2 form? No

Name & Role	Officer
Head of Unit I have reviewed this document and am satisfied that it has been produced in accordance with published guidance	PCC Chief Executive
Legal Advice The proposals in this document are in accordance with the relevant legislative requirements	OPCC Governance Manager
Financial Advice The variations to the terms and conditions of this appointment can be accommodated within existing budgetary provisions	PCC Chief Finance Officer
Equalities & Diversity No specific implications arising	PCC Chief Executive

PCC CHIEF OFFICERS' APPROVAL

We have been consulted about the proposal and confirm that financial and legal advice has been taken into account in the preparation of this report.

We are satisfied that this proposal represents an appropriate decision to be taken by the Police and Crime Commissioner for submission to the Police and Crime Panel for consideration and endorsement.

Paul Hammond
Chief Executive

Date 11 April 2018

Ian Thompson
Chief Finance Officer

Date 11 April 2018

Deputy Police and Crime Commissioner for Thames Valley

Summary of Terms and Conditions of Appointment (draft)

Under Section 18(10) of the Police Reform and Social Responsibility Act 2011 (“the Act”) the deputy police and crime commissioner (DPCC) is a member of the police and crime commissioner’s (PCC) staff.

The DPCC will be employed by the PCC and be subject to a contract of employment which will generally reflect the terms and conditions applying to the PCC’s staff. However, this post is **not** a “politically restricted” post within the terms of the Local Government and Housing Act 1989 and Local Government (Political Restrictions) Regulations 1990.

The delegated functional responsibilities of the post and associated terms and conditions will be subject to review at the discretion of the PCC.

Notwithstanding the above, the main terms and conditions of appointment are:-

1. Job Title – ‘Deputy Police and Crime Commissioner’ (DPCC).
2. Responsibilities – the purpose and role of the DPCC are to support and deputise for the PCC, whose statutory duties and responsibilities are set out in the Act (a summary of the statutory responsibilities and functions of the PCC and the permissible delegation of functions to a DPCC is provided at Appendix 1 to this Annex). You should also have regard to guidance issued from time to time by Government and relevant national bodies. The specific role and responsibilities of the DPCC for the Thames Valley will be reviewed at the discretion of the PCC.
3. Eligibility - the DPCC will be required as a condition of employment to make a declaration of eligibility that the appointment is held subject to the requirements of the Act and is not subject to a relevant disqualification.
4. Date of Commencement of Employment and Length of contract - the commencement date of the revised terms and conditions of the DPCC post will be 21st May 2018 (subject to the Police and Crime Panel confirmation hearing process). In any event the contract of employment will end no later than Wednesday, 13th May 2020, i.e. the end of the current appointing PCC’s tenure in office.
5. Hours of Work – the DPCC will be appointed to work, on average, 37 hours per week (which equates to 1.0 full-time equivalent post). The nature of the post and role will require that these hours of working by the DPCC will be flexible, with provision for attendance on days and at times reasonably required by the PCC which will involve work outside of normal office hours.
6. Remuneration – the DPCC will be paid at the rate of £65,000 per annum, effective from the date of appointment. No overtime will be paid. Salary reviews will be in line with those made to the PCC’s salary which is set by the

Home Secretary. You will be paid in arrears at monthly intervals by bank direct transfer.

7. Allowances – travelling and subsistence allowance will be paid at the rates applicable to the PCC’s staff. Allowances paid will be disclosed quarterly.
8. Holiday entitlement – All holiday leave is calculated in hours. The DPCC will be entitled to 222 hours per annum (30 days per annum equivalent) annual leave, effective from the date of appointment (proportionate to the number of completed calendar months of service during the standard leave year – represented by the period 1st January – 31st December – with one twelfth of annual leave entitlement for each completed month of service). In addition, you are entitled to receive your standard remuneration for all Bank and Public holidays normally observed in England and Wales (usually 8 days in any year). All proposed leave must be arranged and agreed with the PCC before it is taken and appropriate documentation completed. Every effort will be made to accommodate your wishes on the timing of annual leave; however, there may be occasions when requests cannot be met due to the requirements of the PCC.
9. Sickness absence – statutory sick pay (SSP) is payable from the fourth qualifying day in any period of incapacity for work.
10. Pension – you are entitled to join the Local Government Pension Scheme (LGPS) as operated by Buckinghamshire County Council on behalf of the OPCC.
11. Termination of Contract of Employment by Employer – the appointment as DPCC may be terminated at any time by the PCC. You are entitled to a minimum period of 12 weeks’ notice of termination of your contract of employment. These notice rights do not affect the PCC’s right to terminate your employment summarily without pay in lieu of notice in cases of gross misconduct. Your contract of employment will terminate upon:
 - a. the completion of the stipulated contract period (including agreed extensions as appropriate)
 - b. in any event not later than the day when the current appointing PCC’s normal tenure in office ends (i.e. 13th May 2020), or
 - c. in the event of the current appointing PCC leaving office mid-term (for whatever reason, including if the appointee becomes disqualified under the Act), when, following an election to fill a vacancy in the office of the PCC, the person elected makes and delivers a declaration of acceptance of office,whichever of these events is the sooner.
12. Termination of Contract of Employment by Employee – you may terminate your employment by giving the PCC 12 weeks’ notice. If you fail to give and serve the prescribed notice period for termination of your employment, the PCC may deduct a sum for that period of notice not served from any outstanding amount due to him/her.

13. Any PCC code of conduct will apply and in addition the DPCC will be subject to the complaints process under the Elected Local Policing Bodies (Complaints and Misconduct) Regulations 2012.
14. Performance Review and Appraisal – the PCC may conduct a performance review and appraisal of the DPCC (in a form and frequency as appropriate to be determined by the PCC).
15. Official Secrets Act – the post of DPCC and appointed post-holder will be subject to the Official Secrets Act 1989.

Appendix 1

Summary of the Statutory Responsibilities and Functions of the PCC
and the permissible delegation of functions by a PCC to
a Deputy Police and Crime Commissioner (DPCC)

PCC FUNCTIONAL RESPONSIBILITY	PR&SR Act 2011	Permissible Delegation of PCC function to DPCC?	
		Permissible (at discretion of PCC)	Non-Permissible (s18(3)(b) PR&SR Act)
	Reference to Section of Act (or other legislation as necessary)		
Policing			
Secure the maintenance of an efficient and effective police force for that area	s1(6)	√	
Strategic Planning			
Issue a Police and Crime Plan	s5		X
Review the Police and Crime Plan	s5(9)	√	
Holding the Chief Constable (CC) to account for:			
<ul style="list-style-type: none"> The exercise of the functions of the CC, and of persons under the direction and control of the CC 	s1(7)	√	
<ul style="list-style-type: none"> The exercise of the duty to have regard to the Police and Crime Plan 	s1(8)(a)	√	
<ul style="list-style-type: none"> The exercise of the duty to have regard to the Strategic Policing Requirement 	s1(8)(b)	√	
<ul style="list-style-type: none"> The exercise of the duty to have regard to codes of practice issued by the Secretary of State 	s1(8)(c)	√	
<ul style="list-style-type: none"> The effectiveness and efficiency of the CC's arrangements for co-operating with other persons 	s1(8)(d)	√	
<ul style="list-style-type: none"> The effectiveness and efficiency of the CC's arrangements for engagement with local people 	s1(8)(e)	√	
<ul style="list-style-type: none"> The extent to which the CC achieves value for money 	s1(8)(f)	√	
<ul style="list-style-type: none"> The exercise of duties relating to equality and diversity 	s1(8)(g)	√	
<ul style="list-style-type: none"> The exercise of duties in relation to the safeguarding of children and the promotion of child welfare 	s1(8)(g)	√	

Partnership Working			
May make a crime and disorder reduction grant to any person	s9(1)	√	
Must have regard to the relevant priorities of each responsible authority	s10(1)	√	
Must act in co-operation with responsible authorities	s10(2)	√	
Must make arrangements with criminal justice agencies for the exercise of functions so as to provide an efficient and effective criminal justice system for the area	s10(3)	√	
Must keep under consideration the ways in which the collaboration functions could be exercised to improve the efficiency and effectiveness of the policing body and/or the Force, or one or more other policing bodies and forces	s89(2)	√	
Enter into collaboration arrangements	s89 & Schedule 12	√	
Keep collaboration agreements under review	s89 & Schedule 12	√	
Provide advice and assistance to a body outside the UK	Schedule 16, para. 25	√	
People			
Appointment, suspension and removal of the Chief Constable	s38		X
Appointment of a chief executive and chief finance officer	Schedule 1	√	
Appointment of Deputy Police and Crime Commissioner	s18(1)		X
Appointment of other staff as appropriate	Schedule 1, para. 6(3)	√	
Information and Engagement			
Publish specified information for the public in the time or manner specified	s11	√	
Produce an Annual Report	s12	√	
Provide the Police and Crime Panel with any information which the Panel may reasonably require	s13	√	
Make arrangements for obtaining:	s14		
• The views of people about matters concerning the policing of the area		√	
• The views of victims of crime about matters concerning the policing of that area		√	
• The views of:			

(a) The people in that area		√	
(b) The relevant ratepayers' representatives		√	
on the proposals of the PCC for expenditure before the first precept for a financial year is issued by the a PCC			
Finance			
Enter into agreements for the supply of goods and services	s15	√	
Keep a Police Fund	s21	√	
Receive grants for police purposes	s24	√	
Receive grants for capital expenditure	s25	√	
Receive national security grants	s25	√	
Receive grants from local authorities	s25	√	
Accept gifts or loans	s25	√	
Borrow monies	s25	√	
Issue a precept	s26		X
Receive emergency financial assistance	s27	√	
Do anything calculated to facilitate the exercise of the PCC's functions, including:	Schedule 1, para. 14	√	
• Entering into contracts and other agreements		√	
• Acquiring and disposing of property (including land)		√	
• Borrowing money		√	
Commissioning			
Victim support services	Anti-Social Behaviour, Crime and Policing Act 2014	√	
Restorative justice services	---- do ----	√	