

# Public Document Pack

**Penallta House**  
Tredomen Park  
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CF82 7PG

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Hengoed  
CF82 7PG

**Gwent Police  
and Crime Panel**

**Panel Heddlu  
& Throseddu Gwent**

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**Date: 13th May 2021**

Dear Sir/Madam,

A meeting of the **Gwent Police and Crime Panel** will be held at The Chamber, Penallta House, Tredomen Business Park, Ystrad Mynach, CF82 7PG on **Thursday, 20th May, 2021 at 10.00 am** to consider the matters contained in the following agenda.

If any member of the press or public wish to attend the meeting live, please contact us in order to make the necessary arrangements for you to be invited as a guest observer via telephone conference or Microsoft Teams. If you wish to attend in person please contact as soon as possible so we may advise you of the Coronavirus safety arrangements for all attendees. Please note that in order to comply with social distancing spaces will be limited.

## **A G E N D A**

	Pages
1 Apologies for Absence.	
2 Declarations of Interest.	
3 Proposed Re-Appointment of the Deputy Police and Crime Commissioner.	1 - 20

**MEMBERSHIP:** (Unless Otherwise Amended at Respective AGM's)  
Councillor Clive Meredith, Blaenau Gwent County Borough Council  
Councillor Mrs Lisa Winnett, Blaenau Gwent County Borough Council  
Councillor Mrs Christine Forehead, Caerphilly County Borough Council  
Councillor Gez Kirby, Caerphilly County Borough Council  
Councillor Colin Peter Mann, Caerphilly County Borough Council  
Councillor Mike Jeremiah, Torfaen County Borough Council  
Councillor Emma Rapier, Torfaen County Borough Council  
Councillor Peter Clarke, Monmouthshire County Borough Council  
Councillor Tony Easson, Monmouthshire County Council  
Councillor William Routley, Newport City Council  
Councillor Jason Jordan, Newport City Council

Councillor Mark Spencer, Newport City Council

Co-opted Members- Mrs G. Howells and Mr P. Nuttall

**By Invitation**

Mrs S. Curley, Office of the Gwent Police and Crime Commissioner

Mr D. Garwood-Pask, Office of the Gwent Police and Crime Commissioner

Mr J. Cuthbert, Office of the Gwent Police and Crime Commissioner

Ms E. Thomas, Office of the Gwent Police and Crime Commissioner

And Appropriate Officers.

<b><u>OFFICE OF POLICE AND CRIME COMMISSIONER</u></b>	
<b>LEAD CHIEF OFFICER:</b>	Chief Executive
<b>TITLE:</b>	Proposed Re-Appointment of the Deputy Police and Crime Commissioner
<b>DATE:</b>	13 <sup>th</sup> May 2021
<b>TIMING:</b>	Within three weeks of receiving notice of a proposed appointment of a Deputy Police and Crime Commissioner, the Police and Crime Panel is required to hold a confirmation hearing and respond with a recommendation on the suitability of the proposed candidate.
<b>PURPOSE:</b>	For decision
<b>1.</b>	<b><u>RECOMMENDATION</u></b>
	<p>In accordance with the Police Reform and Social Responsibility Act 2011, the Police and Crime Panel is invited to:</p> <ol style="list-style-type: none"> <li>a. Review the proposed re-appointment of Eleri Thomas as Deputy Police and Crime Commissioner for the Police and Crime Commissioner for Gwent</li> <li>b. Make a recommendation to the Commissioner as to whether or not the candidate should be re-appointed.</li> </ol>
<b>2.</b>	<b><u>INTRODUCTION &amp; BACKGROUND</u></b>
	<p>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.</p> <p>Under Schedule 1, paragraph 9, of the Act, the Police and Crime Commissioner must notify the Police and Crime Panel ("the Panel") of his proposed appointment to the post of 'Deputy Police and Crime Commissioner'.</p> <p>The Commissioner must also notify the Panel of the following information:</p>

	<ul style="list-style-type: none"> <li>a) The name of the person he is proposing to appoint;</li> <li>b) The criteria used to assess the suitability of the candidate for the appointment;</li> <li>c) Why the candidate satisfies those criteria; and</li> <li>d) The terms and conditions on which the candidate is to be appointed</li> </ul> <p>Under paragraph 10 of Schedule 1, the Panel must review the proposed appointment and make a report to the Commissioner on the proposed appointment, including a recommendation to the Commissioner as to whether or not the candidate should be appointed, within a period of three weeks beginning with the day on which the Panel receives notification from the Commissioner of the proposed appointment.</p> <p>The Commissioner must notify the Panel of the decision whether to accept or reject the recommendation of the Panel.</p>
<b>3.</b>	<b><u>ISSUES FOR CONSIDERATION</u></b>
	<p>During the election process, the Commissioner made it clear that if he was re-elected that we would reappoint Eleri Thomas as Deputy Commissioner. The Panel was supportive of her appointment in 2016 and will be fully aware of the role that she has played in supporting the Commissioner since that time.</p> <p>The following details are provided:</p> <ul style="list-style-type: none"> <li>a) The name of the person the PCC is proposing to appoint; The proposed candidate is Eleri Thomas.</li> <li>b) The criteria used to assess the suitability of the candidate for the appointment; The person specification and role profile are available at Annex B.</li> <li>c) Why the candidate satisfies those criteria; Statement by the Commissioner at Annex A</li> <li>d) The terms and conditions on which the candidate is to be appointed The term and conditions are available at Annex B.</li> </ul>

<b>4.</b>	<b><u>NEXT STEPS</u></b>
	The panel are required to hold a confirmation hearing to consider the proposed appointment of the Deputy Police and Crime Commissioner. The Panel will advise the Commissioner of its recommendation and publish its decision following the meeting.
<b>5.</b>	<b><u>FINANCIAL CONSIDERATIONS</u></b>
	The salary will be £55,692 per annum however the PCC intends to review the salary following re-appointment in order to ensure that it properly reflects the responsibilities undertaken. The salary and employer on-costs can be contained within existing budgetary provisions.
<b>6.</b>	<b><u>PERSONNEL CONSIDERATIONS</u></b>
	The Deputy Police and Crime Commissioner will be a member of staff of the Office of Police and Crime Commissioner.
<b>7.</b>	<b><u>LEGAL IMPLICATIONS</u></b>
	The power and process by which the Police and Crime Commissioner 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 9 and 10, respectively).
<b>8.</b>	<b><u>EQUALITIES AND HUMAN RIGHTS CONSIDERATIONS</u></b>
	<p>Although the Deputy Commissioner 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 Commissioner's office. However, the PCC decided to follow normal recruitment procedure when originally appointing Eleri Thomas in 2016 in order to ensure an open, fair and transparent process. The positive and successful way in which this role has been delivered since then has resulted in the Commissioner confirming that Eleri Thomas should be re-appointed.</p> <p>In carrying out her functions, the DPCC will need to have due regard to the provisions of the Equality Act 2010 and, in particular, to the general equality</p>

	duty, the broad purpose of which is to integrate consideration of equality and good relations into day to day business and for consideration to be given to how public bodies can positively contribute to the advancement of equality and good community relations.
<b>9.</b>	<b><u>RISK</u></b>
	Any potential risks were mitigated by following a robust and open recruitment process in 2016.
<b>10.</b>	<b><u>PUBLIC INTEREST</u></b>
	This report will be made available to the public.
<b>11.</b>	<b><u>CONTACT OFFICER</u></b>
	Siân Curley, Chief Executive
<b>12.</b>	<b><u>ANNEXES</u></b>
	Annex A – Statement from the Police and Crime Commissioner Annex B –Job Description and Terms and Conditions Background Papers from the Confirmation Hearing in August 2016 - <a href="https://www.gwentpcp.org.uk/wp-content/uploads/2020/02/ProposedAppointmentDeputyPCCGwent.pdf">https://www.gwentpcp.org.uk/wp-content/uploads/2020/02/ProposedAppointmentDeputyPCCGwent.pdf</a>

## Annex A

### Statement from Jeff Cuthbert, Police and Crime Commissioner for Gwent

Eleri Thomas was appointed in 2016 after a full and open selection process. Over 40 applicants were considered. Following her selection by me she was endorsed by the Panel shortly afterwards. Eleri has worked closely with me and the team within the Office of the Police and Crime Commissioner ever since. Eleri has carefully managed and delivered the functions entrusted to her position with the support of the Chief Executive and Chief Finance Officer as well as the wider team. I know that Eleri also has the confidence of and support of the Chief Officer team of Gwent Police, and our key partners.

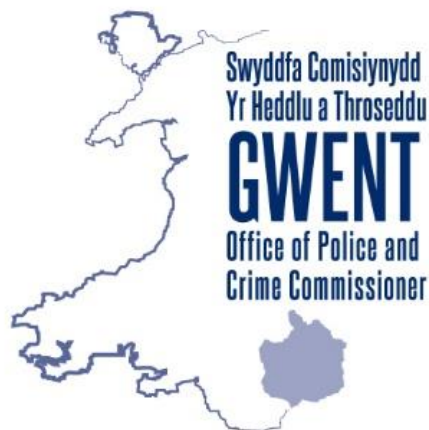
As Deputy Police and Crime Commissioner Eleri is aware of, and has supported me, in the varied range of functions and responsibilities that come with the office of Commissioner. She has been a fundamental part of key strategic discussions and decision-making processes throughout this time. Eleri has deputised for me in a number of roles, from chairing boards such as the Gwent Criminal Justice Board to representing Gwent on a Welsh and UK basis. She also leads for Welsh PCCs in relation to a number of areas.

I am confident that over the past four and a half years Eleri Thomas has demonstrated to the panel the personal and leadership qualities she possesses which allow her to fulfil the role of Deputy Commissioner in such a way that clearly adds value to the OPCC, policing and criminal justice, in general. I know that it is her intention to continue to support the mission to work closely with all partners to keep the communities of Gwent safe.

With all of this in mind, I ask you to support my proposal to re-appoint Eleri Thomas as Deputy Commissioner.

ANNEX B

WRITTEN STATEMENT OF  
TERMS & CONDITIONS



This document is issued in accordance with Sections 1 to 7 of The Employment Rights Act 1996 and sets out the terms and conditions of your employment by the Police and Crime Commissioner for Gwent, Police Headquarters, Croesyceiliog, Cwmbran, NP44 2XJ.



## EMPLOYMENT SUMMARY

- a) Job Title: Deputy Police and Crime Commissioner for Gwent  
("DPCC")
- b) Salary: £55,692
- c) Normal place of work: Police Headquarters, Croesyceiliog, Cwmbran, NP44 2XJ
- d) Appointing Police and Crime Commissioner: Jeff Cuthbert
- e) Date of Commencement (In Post): XXX
- f) Date on which continuous service started (if different): 30/08/2016
- g) Date of issue of Statement of Terms and Conditions: XXX
- h) Politically restricted under Police Reform & Social Responsibility Act 2011: No

## TERMS AND CONDITIONS OF EMPLOYMENT

### PARTIES

- (1) Police and Crime Commissioner for Gwent of Police Headquarters, Croesyceiliog, Cwmbran, NP44 2XJ ("**the Commissioner**", "**Commissioner**", "**PCC**", **we or us**); and
- (2) Eleri Thomas of XXXX (**you**).

### **1 Terms and Conditions of Service**

- 1.1. You are appointed by the PCC to the post of Deputy Police and Crime Commissioner for Gwent ("DPCC") and by virtue of Section 18(10) of the Police Reform and Social Responsibility Act 2011 (the Act) you are a member of the PCC's staff. Your terms and conditions of employment are those contained in this document.
- 1.2. Your terms and conditions of employment accordance with and subject to the provisions of the Act, the Policing and Crime Act 2017("the PCA") as well as any national or local agreements, rules and regulations currently in operation (as amended or introduced from time to time), the rules of the Local Government Pension Scheme and any Acts or Statutory provisions that may apply.
- 1.3. A collective agreement between the PCC and UNISON, a copy of which is available from the PCC's Chief Executive, directly affects your employment.
- 1.4. You will comply with any rules, policies and procedures set out in the staff handbook, a copy of which is available from the PCC's Chief Executive. The staff handbook and the policies therein (including those referenced in these terms and conditions) do not form part of the contract of employment and the PCC may amend them and/or any other policies at any time.
- 1.5. You represent and warrant that:
- 1.5.1. you meet the eligibility requirements necessary to hold the role of DPCC required by the Act and supporting regulations/guidance;
- 1.5.2. you are not subject to any relevant disqualification as defined by paragraph 8 of Schedule 1 of the Act;
- 1.5.3. you are not subject to any restriction which will hinder or restrict you from performing any duties which you are or may be required to perform as DPCC;

- 1.5.4. all of the information that you have provided to the PCC or Police and Crime Panel at any Confirmation hearing or otherwise, prior to the commencement of the appointment is complete, true and up-to-date and you have not deliberately omitted any material information relevant to your appointment.
- 1.6. Your appointment and your continuing employment are at all times conditional upon the above warranties being accurate and you being permitted to work in the UK.

## **2 Appointment and Term**

- 2.1. Your employment with us under this contract will start on 21<sup>st</sup> May 2021 (the 'Start Date'). Your period of continuous employment with us started on 30<sup>th</sup> August 2016 as your previous appointment as DPCC counts as part of your period of continuous employment with us. When calculating your entitlement to a redundancy payment, your continuous service is defined by the Redundancy Payments (Local Government) (Modification) Orders.
- 2.2. Your appointment to the position of DPCC is linked to the appointing PCC's current term in office. As required by the Act and Part 5 of "the PCA" (as amended) your appointment will terminate when the appointing PCC ceases to hold office unless the PCC leaves office mid-term (for whatever reason), in which case your term of office will run until the arrival of the newly elected PCC. As a result, your appointment is for a fixed period matching the PCC's current term continuing until (whichever is the sooner):
  - 2.2.1. the sixth day after the day of the poll at the next ordinary election of Police and Crime Commissioners;
  - 2.2.2. upon a subsequently elected PCC delivering a declaration of acceptance of office (should the appointing PCC cease to hold office for any reason prior to the next ordinary election); or
  - 2.2.3. it is brought to an end by either you or us giving the required notice as set out in clause 14.
- 2.3. Should you be reappointed as DPCC, whatever the circumstances, the processes are identical to those of an initial appointment, including the notification of the Police and Crime Panel.

## **3 Duties / Role**

- 3.1. Listed within your Role Profile annexed to these Terms and Conditions is a guide to your main duties at the start of your employment. Please be aware that because of the evolving nature of our organisation and over the passage of time, your job duties will inevitably change. You will be notified of any material changes when they occur. You are required to be flexible in the duties that you undertake and carry out any reasonable duties that you are requested to do, that fall within your capabilities.
- 3.2. During your employment you will:
  - 3.2.1. unless prevented by illness or accident or during an authorised absence, devote the whole of your time, attention and skill during your working hours to the carrying out of your duties under this contract and you will not engage in any activities which would conflict with the proper performance of your duties or with our interests;
  - 3.2.2. receive direction from, and report to, the PCC, cooperate at all times with the PCC's Chief Executive (the Head of Paid Service responsible for line managing all PCC staff), with the PCC's Chief Finance Officer as well as the Chief Constable;
  - 3.2.3. comply at all times with our policy on Business interests and promptly declare, so far as you are aware, the nature of any interest or conflict whether held by yourself personally or any member of your family, in any work or service undertaken by the PCC;

- 3.2.4. obey all lawful and reasonable directions or instructions from time to time given to you by the PCC or any other authorised person;
  - 3.2.5. not, without the prior written consent of the PCC, directly or indirectly hold any office in, or be employed or engaged by, or concerned or interested in any capacity (whether paid or unpaid), in any other business or undertaking;
  - 3.2.6. comply with our rules, regulations and policies from time to time in force;
  - 3.2.7. use your best endeavours to promote, develop and protect our interests and reputation; and
  - 3.2.8. not use (or allow to be used) your knowledge of or connection with us or your knowledge of or connection with any of our objectives, investigations, plans, staff, suppliers, partners (including Gwent Police), for any purpose other than our proper purposes.
- 3.3. If we consent to your working for another employer, you must give us such information as we may reasonably require from time to time regarding your working time and related arrangements to enable us to satisfy ourselves that such work would not in any way diminish or restrict the performance of your duties under this contract.

#### **4 Place of work**

- 4.1. Your normal place of work is at Gwent Police Headquarters, Croesyceiliog or any such place within the area for which the PCC may have responsibility (whether current or future) and which we may reasonably require for the proper performance of your duties.
- 4.2. You may be required to move from this location either temporarily or permanently, to any other location in the area based the needs of the organisation.

#### **5 Salary**

- 5.1. We will pay you a salary at the rate of £55,692 per year, which will be paid in equal instalments in arrears on or about the last working day of each calendar month by automated bank transfer and will accrue on a daily basis.
- 5.2. The PCC will review the rate of Salary payable to you annually in September (except in circumstances where you have served or received notice to end your employment) and it may be increased by such amount, if any, as the PCC decides. There is no guaranteed increase at any time.
- 5.3. All payments of Salary are subject to deductions for income tax and National Insurance contributions (NICs) and other authorised deductions or deductions required by law.
- 5.4. We will reimburse to you travel, subsistence and exceptional expenses which are reasonably, wholly, necessarily and exclusively incurred by you in the performance of your duties and which have been authorised in advance, subject to and in accordance with those payable to the PCC as set out in Paragraph 3 of Schedule 1 to the Act.
- 5.5. You authorise us to deduct any sums you owe to us at any time (to include, without limitation, the balance of any season ticket loan, salary, and repayment of pay for holiday taken in excess of your accrued entitlement) from your Salary and/or from any other sums due to you under this contract (to include, without limitation, any payment in lieu of notice, bonus, holiday pay or sick pay), at any time during your employment and/or when it ends.

#### **6 Hours of Work**

- 6.1. Your normal hours of work are 09:00 to 17:00 Monday to Thursdays and 9am to 4pm on Fridays, together with such additional hours as may be necessary for the proper performance of your duties. You will receive no further remuneration in respect of any additional hours worked. Given the nature of your role you are excluded from any overtime, flexi working or TOIL schemes operated by the PCC.

- 6.2. We may vary your hours of work or the pattern of your normal hours, as we consider necessary to meet the needs of the organisation.
- 6.3. The PCC has a policy on hours of work under the Working Time Regulations 1998 to protect the health and safety of all our staff with which you must comply. This policy does not form part of these terms and conditions and may be amended from time to time by the PCC in its absolute discretion. A copy of the policy can be obtained from the Chief Executive.

## **7 Holiday**

- 7.1. You will be entitled to 30 days' paid holiday pro rata to the hours worked in each holiday year, which runs from 1 April to 31 March, plus statutory national holidays which are New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday Monday, Summer Holiday Monday, Christmas Day, Boxing Day or a pro-rata equivalent of the same. This includes your statutory basic and additional holiday under the Working Time Regulations 1998. Your statutory basic holiday is taken first, then statutory additional holiday, then any additional contractual holiday.
- 7.2. You may be required to work on any statutory or public holidays at our absolute discretion, in which case you will receive a day off work in lieu.
- 7.3. In the holiday year in which your employment starts and ends, holiday accrues at the rate of one-twelfth of the annual allowance per completed month of service (rounded up to the nearest half day).
- 7.4. The dates of holidays to be taken by you must be agreed beforehand with the PCC. The PCC may refuse a request having regard to the reasonable requirements of the organisation. Holiday leave arrangements are dealt with by the PCC's Chief Executive.
- 7.5. You should take all of your holiday during the holiday year in which it accrues however, you may, subject to the approval of the PCC, carry forward 5 days of your holiday allowance, which must be used by 31<sup>st</sup> May of the following holiday year. Unless the law requires otherwise, any carry forward not approved or in excess of the 5 days will be lost. You will not be paid in lieu of unused holiday allowance except as set out below.
- 7.6. We reserve the right to require you to take holidays on particular dates including during any notice period. If so, you will be given reasonable notice, which may be shorter than notice under the Working Time Regulations 1998.
- 7.7. When your employment ends, you will be paid in lieu of any accrued but untaken holiday for that holiday year. You will be required to repay us if you have taken more holiday than your accrued allowance when your employment ends. In each case payment will be calculated by reference to 1/260th of your Salary for each day's holiday.

## **8 Other Leave**

- 8.1. In addition to your holiday entitlement you may also be eligible for other paid leave, including maternity leave, adoption leave, paternity/maternity support leave, shared parental leave, special leave, training and study leave and leave for public duties, in accordance with our current policies, as amended from time to time. Additionally, you may be eligible for unpaid leave such as parental leave and a career break. Any entitlement to pay and/or leave is subject to you meeting any eligibility requirements and your compliance with any relevant statutory and/or policy requirements. Copies of these policies are available from the Chief Executive and unless otherwise stated do not form part of this contract.

## **9 Sickness**

- 9.1. Payments during any absence due to sickness or injury will be in accordance with the requirements of the legislation relating to statutory sick pay (SSP). 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'.
- 9.2. Arrangements for reporting and monitoring sickness absence are set out in the Attendance Management Policy and must be complied with in respect of any period of absence.
- 9.3. We may, at any time(s) during your employment, require you to undergo a medical examination by your medical practitioner(s) or a medical practitioner we nominate. We will usually also ask you to authorise the medical practitioner, as required by law and/or professional guidance, to disclose the results of any such examination and/or any medical report to us, including your prognosis, your likely recovery time and/or fitness to return to work and any recommended treatment, and to discuss these matters with us.
- 9.4. Details of your entitlements under the Access to Medical Reports Act are contained in the Attendance Management Policy. If you do not undergo a medical examination when required to do so and/or agree to authorise disclosure of the above matters to us, it is likely that we will need to assess the position in light of the other evidence available to us (if any). This may have adverse consequences for your continuing employment.

## **10 Training and development**

- 10.1. We offer in-house and external training and, in some cases, time off work to undertake training, subject to certain eligibility requirements and other conditions.
- 10.2. There is no compulsory training that you are required to complete at your own expense.

## **11 Maintenance of Standards**

- 11.1. 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.
- 11.2. In doing so appearance and attitude are important. You are required to ensure that your appearance and attitude are in keeping with the occasion, circumstances, and standards which members of the public expect from the OPCC.
- 11.3. 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 Commissioner will recognise and develop the talents of all and treat everyone with dignity and respect. The Commissioner will treat you fairly and you must behave in this way towards others, in accordance with the Commissioner's Equal Opportunities Policy.
- 11.4. You are subject to the Code of Conduct which applies to the PCC. You will also be required to adhere to the requirements of the Committee on Standards in Public Life (commonly referred to as the "Nolan Principles") details of which can be found at <http://www.public-standards.gov.uk>.
- 11.5. You are also subject to the Elected Local Policing Bodies (Complaints and Misconduct) Regulations 2012. If a complaint is received against you, this will be dealt with by the Policing and Crime Panel.

## **12 Disciplinary and grievance matters**

- 12.1. You must adhere to all of the relevant employment policies of the PCC, your Terms and Conditions of Employment, any relevant Code of Conduct and the Nolan principles. Failure to do so may result in disciplinary action being taken against you, up to and including the termination of your employment immediately without notice.
- 12.2. Should any occasion arise when there may be misconduct, gross misconduct, poor performance (including poor attendance and timekeeping or any other misdemeanour) then the protocol and procedures contained in the Disciplinary policy and Capability Procedures will apply, copies of which are available through the OPCC. Such rules and procedures do not form part of this contract and may be altered or added to from time to time.
- 12.3. We may, in our absolute discretion, suspend you from work in order to investigate any claim or allegation which we consider could constitute serious misconduct, where relationships have broken down, where we have any grounds to consider that our property or responsibilities to other parties are at risk, and/or where we consider that your continued presence at our premises could hinder an investigation. During any such suspension you will be paid at the rate of pay to which you would be entitled if you were not subject to the suspension. Any such suspension is without prejudice to our right to subsequently end your employment on the same or any other ground and will last no longer than is necessary to carry out any inquiry or investigation into the circumstances and to hold any appropriate disciplinary hearings.
- 12.4. If you wish to appeal against any disciplinary decision or decision to dismiss you, your appeal must be made in writing to the PCC and you should set out in detail the reasons for your appeal. The steps you should then take are set out in the disciplinary procedure.
- 12.5. If you wish to raise a grievance, you may do so by writing to the Chief Executive in accordance with our grievance procedure. You should set out in detail the circumstances of your complaint. If the Chief Executive cannot solve your complaint, you may appeal to the PCC. The steps you should then take are set out in the grievance procedure. The grievance procedure does not form part of this contract or otherwise have any contractual effect and may be altered by us from time to time.

### **13 Pension**

- 13.1. 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.
- 13.2. You will be sent details of the pension scheme and how to opt out of membership, if you wish to do so.

### **14 Notice**

- 14.1. The appointment is for a fixed term and will terminate in accordance with the provisions of the Act and the PCA (as set out in Clauses 2.2.1 & 2.2.2) without the need for further notice unless it is brought to an end earlier by either party giving the following notice:
  - 14.1.1. after you have been continuously employed for one month we may end your employment at any time by giving you one week's written notice during the first year of continuous employment and after that, one additional week's notice for each year of service, up to a maximum of twelve weeks' notice;
  - 14.1.2. you may end your employment at time by providing 4 weeks' written notice.
- 14.2. We may in our sole and absolute discretion end your employment at any time with immediate effect by making a payment to you in lieu of notice equivalent to Salary only for the notice period or the balance of it. Any payment in lieu of notice paid pursuant to this Clause will be paid less tax and national insurance contributions as required by law.

- 14.3. Nothing in this contract will prevent us from ending your employment, without notice or payment in lieu of notice, in a case of gross misconduct justifying summary dismissal without notice, if you cease to be permitted to work in the UK, you being subject to a relevant disqualification as defined by paragraph 8 of Schedule 1 of the Act or the loss of your vetting status.
- 14.4. We may end your employment under this contract even if it results in you losing existing or prospective benefits under any scheme or arrangement provided or arranged by us.

## **15 Official Secrets Act, Confidentiality & Return of Property**

- 15.1. In this contract 'Confidential Information' means any information:
- 15.1.1. not already in the public domain relating to our the work of the PCC, management systems, finances, transactions and affairs including, business plans and programmes, research and development projects, contractual negotiation and information relating to those employed or engaged by us;
  - 15.1.2. relating to Gwent police or any other police force or partner agency with which the PCC has been working, including information relating to any investigations, methods of operation, tactics or briefings, officers, staff and any information / personal details of any person involved in a police matter;
  - 15.1.3. information in respect of which we are bound by an obligation of confidentiality to a third party;
  - 15.1.4. any information which is identified to you by us as being confidential or secret in nature or which ought reasonably to be regarded as confidential.
- 15.2. All staff owe duties of confidentiality and loyal service to the PCC. This means they are required to respect confidence in the use of information they acquire in the course of their official duties and to protect information, which is held in confidence.
- 15.3. Your appointment is also subject to the Official Secrets Act 1989 under which it is an offence to reveal without authorisation any information, document or other item, which is or has been in your possession. You will be required as a condition of your employment to sign documentation relating to the Official Secrets Act which will be held by the Home Office.
- 15.4. Except in the proper performance of your duties (or as required by law), you will not, either during your employment or at any time after it ends, without our prior written approval, use Confidential Information for your own benefit or for the benefit of any other person, firm, company or organisation (other than us), or directly or indirectly disclose Confidential Information to any person (other than any person employed by us whose province it is to have access to that Confidential Information).
- 15.5. During your employment you will:
- 15.5.1. use your best endeavours to prevent the unauthorised publication or disclosure by third parties of any Confidential Information; and
  - 15.5.2. not make (otherwise than for our benefit) any notes, memoranda, records, tape recordings, computer programs, photographs, plans, drawings or any other form of record (whether electronic or paper) relating to any matter within the scope of our organisation or concerning any of our dealings or affairs; and
  - 15.5.3. comply with your obligations under our data protection policy and other relevant policies.
- 15.6. You are reminded that after retirement or resignation you continue to be bound by the provisions of Criminal and Data Protection Law (including the Official Secrets Act) in relation to the protection of certain categories of official information which apply in addition to the terms of this agreement and your continued duty of confidentiality owed to the PCC.

- 15.7. Nothing in this agreement shall prevent or inhibit, or purport to prevent or inhibit you from;
- 15.7.1. making a protected disclosure within the meaning of Part IVA of the Employment Rights Act 1996 or a relevant pay disclosure made in compliance with section 77 of the Equality Act 2010;
  - 15.7.2. making a disclosure for the purposes of reporting, in the public interest, any serious wrongdoing to the police or other law enforcement agency or a relevant regulator, and
  - 15.7.3. making a disclosure for the purposes of seeking medical advice from a qualified medical practitioner and/or legal advice from a qualified lawyer (as defined by section 203(4) of the Employment Rights Act 1996).
- 15.8. When your employment ends (or earlier if requested) you must return to us, or our representative, all property, equipment, records, notes, correspondence, documents, files, Confidential Information and other information (whether originals, copies or extracts) belonging to us, or in any way relating to our organisation and affairs which is in your possession or custody or under your control and all copies, extracts or summaries of such items, whether in a physical or electronic form. You must also delete, irretrievably, any information relating to our organisation that you have stored on any computer and communication systems, electronic or digital storage or memory device that does not belong to us, including (to the extent technically practicable) from such systems and data storage services provided by third parties. You must at the same time confirm to us in writing that you have complied with your obligations under this Clause.

## **16 Data Protection, Monitoring & Freedom of Information**

- 16.1. We will process personal data, sensitive personal data (also known as ‘special categories of personal data’) and criminal records data relating to you in accordance with our Privacy Statement and Data Protection policy, available from the Data Protection Officer.
- 16.2. The PCC shares information technology support systems with Gwent Police. You should be aware that in order to ensure the confidentiality, integrity and availability of police service networks, systems and information, protective interception and monitoring of communication may take place in accordance with our policies relating to email, internet and communications systems available from the Chief Executive. Consequently there can be no expectation of privacy when using official systems.
- 16.3. You will comply with your obligations under our data protection policy and other relevant policies, including in relation to criminal records information, internet, email and communications and information security.
- 16.4. You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (‘FOIA’). In the event that we receive a request for information pursuant to FOIA, responsibility for determining whether the information requested should be disclosed or may be withheld in accordance with the FOIA lies with us at our absolute discretion. In pursuance of our obligations under the FOIA, you acknowledge that we may be required to disclose confidential information or personal data about you.
- 16.5. Under FOIA every employee has a duty to provide assistance to any requestor 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.

## **17 Variation**

- 17.1. We reserve the right to review, revise, amend or replace the content of the contract of employment and the PCC policies and introduce new terms and conditions and new



policies from time to time or to vary existing policies to reflect the changing needs of the organisation and to comply with new legislation.

17.2. Changes in your terms and conditions of employment which may result from a local condition or a local or national negotiation and agreement with the specified unions and local consultations from time to time will be separately notified to you and/or will be incorporated in the documents to which you have reference.

17.3. Neither you nor we have relied on any statement, representation or promise not expressly contained in this agreement but nothing in this clause will have effect to exclude the liability of either party for fraud or fraudulent misrepresentation.

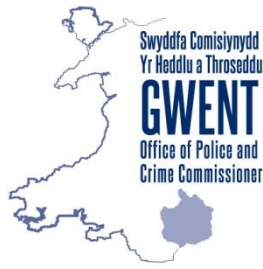
17.4. This contract is the entire agreement between you and us in relation to its subject matter and replaces all previous agreements and arrangements (whether written or oral, express or implied) relating to your employment by us. Any such previous agreements and arrangements will be deemed to have been ended by mutual consent as from the date of this contract.

I have received a copy of the Terms & Conditions of Employment as set out in this contract. I understand and accept its contents and will abide by the rules contained in them.

**Signed:**

**Name:**

**Date:**



**OFFICE OF THE POLICE AND CRIME COMMISSIONER FOR GWENT**

**DEPUTY POLICE & CRIME COMMISSIONER**

**PERSON SPECIFICATION AND JOB PROFILE**

<b>Salary:</b>	<b>£55,692 per annum</b>
<b>Term</b>	<b>The tenure is co-terminus with that of the Police and Crime Commissioner (3 years or until the next PCC election)</b>
<b>Hours</b>	<b>Full time</b>
<b>Annual Leave</b>	<b>30 days per year</b>
<b>Political Restriction</b>	<b>This is not a politically restricted post</b>

**INTRODUCTION**

The overall responsibility of the Police and Crime Commissioner is to maintain an effective and efficient police service and to play a leading role in crime prevention and community safety in the force area.

To assist him in this, the Police and Crime Commissioner is seeking to appoint a Deputy Police and Crime Commissioner. *Jeff Cuthbert, the Police and Crime Commissioner for Gwent, is a representative of Welsh Labour. The Deputy Police and Crime Commissioner need not be a member of Welsh Labour but would be expected to subscribe to Welsh Labour's values and principles. These include:*

- *A commitment to social justice and fairness. This includes working with the most vulnerable individuals and communities.*

- *Empathy with victims of crimes and particularly, but not exclusively, those affected by domestic and child abuse, hate crime and violence.*
- *An acceptance of the importance of partnership working with all public services and the third sector as appropriate.*
- *The importance of building and improving community cohesion, especially with different ethnic and faith communities.*

The role of Deputy Police and Crime Commissioner was created by statute in 2011<sup>1</sup>. The post-holder will report directly to, work in conjunction with and be answerable to the Police and Crime Commissioner.

## **OVERALL PURPOSE**

To directly support the Police and Crime Commissioner through undertaking a full deputising role with delegated responsibility for set functions to discharge the statutory duties of the Police and Crime Commissioner.

To contribute to the development of the Police and Crime Commissioner's police and crime initiatives and take a strategic lead on the implementation of specific elements, which are seen by the Police and Crime Commissioner as being critical to the delivery of his manifesto.

## **KEY ACCOUNTABILITIES**

The Deputy Police and Crime Commissioner will be allocated specific lead responsibilities dependent on the skills, experience and potential of the appointed individual and will deputise for the Police and Crime Commissioner on the basis set out in the Police Reform and Social Responsibility Act 2011.

## **KEY WORKING RELATIONSHIPS**

- With the Police and Crime Commissioner and staff of the Office of the Police and Crime Commissioner.
- With Chief Officers, senior officers and managers of the Gwent Police.

<sup>1</sup> Police Reform and Social Responsibility Act 2011, section 18 (1)

- With external bodies such as criminal justice partners, local authorities and the voluntary sector.

## **NATURE AND SCOPE OF THE ROLE**

- The post holder is responsible to the Police and Crime Commissioner for the satisfactory performance of all aspects of the post.
- The post holder is responsible for the development and maintenance of effective working relationships with partners.
- The post holder's freedom to act is prescribed by the appropriate Statutes and Regulations by which the Office of the Police and Crime Commissioner is bound.
- The post holder provides personal support and advice directly to the Police and Crime Commissioner and will be expected to assist in the resolution of complex issues and problems and will also be expected to make a significant contribution to challenging developments in the police and crime environment.

## **DECISION MAKING FUNCTIONS**

The post holder will work within a broad framework of duties but will be supervised by the Police and Crime Commissioner. The post holder will be required to demonstrate strategic leadership, initiative and discretion and will be expected to make a variety of day to day decisions required to ensure the delivery of the responsibilities and main tasks within the job profile.

## **CRITERIA - PERSON SPECIFICATION**

### **Experience & qualifications**

- a good understanding and experience of organisational challenges and ensuring the right balance between cost and value in an environment of reducing resources;
- substantial experience of working across different agencies at strategic and operational levels;
- experience in translating strategic objectives into operational change;
- broad understanding and experience of the diverse geographic, social and economic nature of Gwent; and
- sound experience of working with diverse communities and working to secure improved outcomes for local people.

### **Additional knowledge & experience**

- experience of working at a management or supervisory level. This could be within the private, public or third sector;
- knowledge of the process of government in terms of local authorities and, desirably, the Welsh and UK Governments;
- good communication and problem solving skills as the organising and chairing of meetings is very likely to be a key part of the job;
- experience of managing budgets;
- a commitment to continuous professional development for themselves and the staff within the Office of the Police and Crime Commissioner;
- a good level of ICT skills;
- excellent personal skills;
- good leadership skills including an ability to inspire, motivate and create the right working climate;
- well-developed influencing and negotiating skills; and
- the ability to work to enhance collaborative working.

### **Qualities**

- able to secure credibility, respect and recognition from peers and stakeholders;

- shares the Police and Crime Commissioner's aspirations, values and commitment;
- able and confident in taking personal responsibility for the success or failure of leading major projects; and
- a flexible approach to hours of working and a commitment to be available for weekend and evening duties when required.