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Gwent Police
and Crime Panel

Panel Heddlu
a Throseddu Gwent

Am bob ymholiad sy'n ymwneud â'r agenda hon, cysylltwch Mark Jacques
(Ffôn: 01443 864267 E-bost: jacqum@caerphilly.gov.uk)

Dyddiad: 17 Mai 2024

Annwyl Syr/Fadam,

Cynhelir cyfarfod o **Banel Heddlu a Throseddu Gwent yn Ystafell Syrhowy, Tŷ Penallta, Tredomen, Ystrad Mynach** ar **Dydd Gwener, 24ain Mai, 2024 am 10.00 am**) I ystyried y materion a gynhwysir yn yr agenda ganlynol.

A G E N D A

Tudalennau

- | | | |
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| 1 | Datganiadau o Ddiddordeb. | |
| 2 | I dderbyn ymddiheuriadau am absenoldeb. | |
| 3 | Penodiad Dirprwy Gomisiynydd yr Heddlu a Throseddu | 1 - 18 |
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AELODAETH:

Cynghorydd Gareth A. Davies, Cyngor Bwrdeistref Sirol Blaenau Gwent
Cynghorydd Jacqueline Thomas, Cyngor Bwrdeistref Sirol Blaenau Gwent
Cynghorydd Marina Chacon-Dawson, Cyngor Bwrdeistref Sirol Caerffili
Cynghorydd Mrs Christine Forehead, Cyngor Bwrdeistref Sirol Caerffili
Cynghorydd Colin Peter Mann, Cyngor Bwrdeistref Sirol Caerffili
Cynghorydd Tony Easson, Monmouthshire Sir Fynwy
Cynghorydd Tony Kear, Monmouthshire Sir Fynwy
Cynghorydd Farzina Hussain, Cyngor Dinas Casnewydd
Cynghorydd Debbie Jenkins, Cyngor Dinas Casnewydd
Cynghorydd Mark Spencer, Cyngor Dinas Casnewydd
Cynghorydd Lynda Clarkson, Cyngor Bwrdeistref Sirol Torfaen
Cynghorydd Nick Horler, Cyngor Bwrdeistref Sirol Torfaen

Aelodau Cyfetholedig- Mrs G. Howells a Ms R. Jones

Drwy Wahoddiad

Ms J. Mudd, Swyddfa Comisiynydd yr Heddlu a Throsedd

Ms E. Thomas, Swyddfa Comisiynydd yr Heddlu a Throsedd

Mrs S. Curley, Swyddfa Comisiynydd yr Heddlu a Throsedd

Mr D. Garwood-Pask, Swyddfa Comisiynydd yr Heddlu a Throsedd

A Swyddogion Addas.

OFFICE OF POLICE AND CRIME COMMISSIONER

LEAD Chief Executive

OFFICER:

TITLE: Proposed Appointment of the Deputy Police and Crime Commissioner

DATE: 24th May 2024

TIMING: 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.

PURPOSE: For decision

1. RECOMMENDATION

In accordance with the Police Reform and Social Responsibility Act 2011, the Police and Crime Panel is invited to:

- a. Review the proposed appointment of Eleri Thomas as Deputy Police and Crime Commissioner for the Police and Crime Commissioner for Gwent
- b. Make a recommendation to the Commissioner as to whether or not the candidate should be appointed.

2. INTRODUCTION & BACKGROUND

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 must notify the Police and Crime Panel ('the Panel') of her proposed appointment to the post of 'Deputy Police and Crime Commissioner'.

The Commissioner must also notify the Panel of the following information:

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

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.

The Commissioner must notify the Panel of the decision whether to accept or reject the recommendation of the Panel.

3. ISSUES FOR CONSIDERATION

The Commissioner has expressed her intention to appoint Eleri Thomas as her Deputy Commissioner. The Panel was supportive of her appointment in 2016 and 2021 and will be fully aware of the role that she has played in supporting the former Commissioner since that time, including a period as Acting Commissioner.

The following details are provided:

- a) The name of the person the PCC is proposing to appoint;
The proposed candidate is Eleri Thomas.
- 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.
- c) Why the candidate satisfies those criteria;
Statement at Annex A
- d) The terms and conditions on which the candidate is to be appointed

The term and conditions are available at Annex B.

4. **NEXT STEPS**

The panel is 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.

5. **FINANCIAL CONSIDERATIONS**

The Deputy Commissioner's salary will be £57,177 per annum.

6. **PERSONNEL CONSIDERATIONS**

The Commissioner will be a member of staff of the Office of Police and Crime Commissioner. If confirmation is agreed, a review of the Deputy Commissioner job description will be undertaken to provide an update and reflect the Commissioner's priorities.

7. **LEGAL IMPLICATIONS**

The power and process by which the Police and Crime Commissioner may appoint a Deputy Commissioner for her police area is provided by The Police Reform and Social Responsibility Act 2011 (section 18(1), and Schedule 1, paragraphs 9 and 10, respectively).

8. **EQUALITIES AND HUMAN RIGHTS CONSIDERATIONS**

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.

The former PCC decided to follow a 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 proposing that Eleri Thomas should be appointed as her Deputy.

In carrying out her functions, the Deputy Commissioner will need to have due regard to the provisions of the Equality Act 2010 and, in particular, to the

general equality 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.

9. RISK

Any potential risks were mitigated by following a robust and open recruitment process in 2016.

10. PUBLIC INTEREST

This report will be made available to the public.

11. CONTACT OFFICER

Siân Curley, Chief Executive

12. ANNEXES

Annex A – Statement on how the candidate meets the criteria

Annex B – Updated Terms and Conditions, Job Description and Role Profile

Annex A

Statement on the suitability of Eleri Thomas to meet the criteria required for the role as Deputy Police and Crime Commissioner

Eleri Thomas was originally appointed in 2016 after a robust and open selection process and has served two terms as Deputy Commissioner for Gwent. During that time Eleri has demonstrated personal and leadership qualities which allow her to fulfil the role of Deputy Commissioner in such a way that adds considerable value to the OPCC, policing and criminal justice.

Eleri was confirmed by the Police and Crime Panel in 2016 and 2021 and was also confirmed as Acting Commissioner earlier this year to cover a period of ill health. Her commitment to the role allowed for vital statutory functions to be delivered successfully and in a timely manner during a difficult period.

As the newly elected Police and Crime Commissioner develops further her knowledge and skills in relation to her role, Eleri will act as an advisor to the PCC as a fundamental part of key strategic discussions and decision-making processes.

Eleri has led on a number of key areas for Gwent including Criminal Justice, Citizens in Policing, the Schools Programme, and Safeguarding. She has also made a significant contribution for Welsh PCCs in relation to Youth Work, Tackling Violence against Women and Girls, and Anti Racism amongst other matters.

With all of this in mind, the panel are asked to support the proposal to confirm the appointment of Eleri Thomas as Deputy Police and Crime 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: £57,177
- c) Normal place of work: Police Headquarters, Llantarnam Parkway, Cwmbran
- d) Appointing Police and Crime Commissioner: Jane Mudd
- e) Date of Commencement (In Post): XXX
- f) Date on which continuous service started (if different): XXX
- 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, Cwmbran (“**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 xxxxx (the 'Start Date'). Your period of continuous employment with us started on xxxxx 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, Cwmbran 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 £57,177 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 May (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 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 31st 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 Police 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 resolve 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 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:

Role of Deputy Police and Crime Commissioner for Gwent

The Deputy Police and Crime Commissioner for Gwent assists the PCC to maintain an effective and efficient police service. The DPCC undertakes a full deputising role with delegated responsibilities and strategic leadership on the development and delivery of the PCC's police and crime initiatives on children and young people, abuse, exploitation and violence and criminal justice. The DPCC does not have any delegated statutory authority for the exercise of the functions of the PCC. These are undertaken by the PCC, Chief Exec and Chief Financial Officer. The DPCC acts as a strategic advisor to the PCC and OPCC on internal and external matters and provides support to all of the OPCC roles.

The DPCC supports the PCC in developing the vision and values of the Police and Crime Plan for Gwent, working with the team to develop the plan consulting with stakeholders and communities. The DPCC works with the PCC to strengthen scrutiny and accountability, increase connectivity with the public, driving innovation, efficiency and ensuring the PCC delivers their broad remit through effective partnerships. The DPCC facilitates the development of innovative strategic partnerships on early intervention and prevention, violence and serious and organised crime.

The DPCC undertakes a lead role for the PCC in the delivery of key thematic work on children, vulnerability, safeguarding, violence and exploitation and criminal justice.

The DPCC represents the PCC at Gwent Police and external engagement events.

Portfolio areas:

- Children and young people including Child Centred Policing, Public Protection and Safeguarding, Improving Outcomes for Children (Care Experienced Children), Children in Residential Care, Children in Police Custody, Youth Justice;
- Criminal Justice and Diversion: Attendance at Gwent Criminal Justice Board and representative on the All Wales Criminal Justice Board;
- Criminal Justice and Diversion: Women's Pathfinder, 18-25 and Ex-service personnel schemes, Women in Justice and Youth Justice Blueprints;
- Representing the PCC as a member of the Gwent Children and Adult Safeguarding Boards and the Gwent VAWDASV Board.
- Developing partnership approaches on Youth Work, Education, Schools and alternative Education provision; Schools Liaison;
- Supporting Gwent Police Citizens in Policing through representation at the CiP Board promoting the Mini Police, Cadets and Special Constabulary;

- Chair the PCC Community Fund Board to make recommendations to the PCC and CFO;
- Partnership between Policing and Health in particular Sexual Assault Referral Centres;
- Attendance at the Gwent Police and Crime Panel, the Strategy and Performance Board and Estates Strategy Board, deputising for the PCC when required;
- Supporting the development and implementation of the Welsh Language plan;
- Maintaining effective working relationship to drive effective services with Chief Officers in Gwent and other OPCCs, Police services and the Police Liaison Unit;
- Creating and developing positive partnerships for effective and innovative service delivery across public services and the voluntary sector.

The DPCC role and portfolio areas of responsibility will evolve and be determined by the PCC and Police and Crime Plan priorities. The DPCC may be required to undertake any additional duties or areas of responsibility as required by the PCC.

DPCC Role Profile

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 her manifesto.

Main Responsibilities

- 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 policing and crime environment.

SUBJECT: GWENT POLICE AND CRIME PANEL INDEPENDENT CO-OPTED MEMBERS

DATE: 24TH MAY 2024

1. PURPOSE OF REPORT

- 1.1 To consider the process for appointment of the two co-opted members to serve on the Gwent Police and Crime Panel. To appoint the three Panel members to sit on the interview panel.
- 1.2 To consider updated Home Office Guidance on appointment of co-opted members [Police, fire and crime panels: independent member recruitment guidance - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/guidance/police-fire-and-crime-panels-independent-member-recruitment-guidance) and if changes are required to Gwent Police and Crime Panel Arrangements.

2. LINKS TO STRATEGY

- 2.1 The Police Reform and Social Responsibility Act 2011 requires the establishment of a Police and Crime Panel (PCP) within each police force area to support and challenge the local Police and Crime Commissioner.

3. REPORT

- 3.1 A Police and Crime Panel is required to appoint a minimum of 2 Independent Co-opted Members but can resolve to appoint more, subject to the subsequent approval of the Home Secretary.
- 3.2 The appointment of independent co-optee's provides an opportunity to readjust the experience, knowledge, and skills available across the membership of a police and crime panel. By carefully selecting individuals that complement the councillors nominated to the panel, independent co-optee's can be used to fill experience, knowledge and skills gaps to help make the panel more effective.
- 3.3 The Host Authority is responsible for the administration and advertising of any vacant positions, which are advertised in local press, the panel website and social media. Any interested persons have to meet a prescribed criteria and complete an application form setting out how they meet the role description.
- 3.4 The Gwent Police and Crime Panel Arrangements set out the appointment of co-opted members and state that Co-opted Members term of office shall be until 31st October of the same year as the next ordinary Police and Crime Commissioner election. The current Independent Co-opted Member positions were filled by Mrs Gillian Howells and Ms R Jones. Mrs Gillian Jones is currently serving her second term and was re-appointed in September 2021 and Ms R Jones was appointed (to replace the previous Independent member) in September 2023 both were appointed until 31st October 2024.
- 3.5 The positions must be re-advertised in 2024, and up until this point Panel Arrangements (in line with Local Government Association guidance 2012) did not restrict existing Co-opted Members from reapplying or being re-appointed to the position. However, in 2023 the Home Office has since revised its guidance and states that Police and Crime Panels should consider imposing a

two-term limit for Independent Co-opted Members. The stated reason for this is to allow fresh ideas and perspectives on the Panel.

3.6 Panel guidance regarding the requirement for Independent Co-opted Members to either Live or Work in the relevant Police Force Area has also been removed. This guidance has been removed and now Police and Crime Panels have autonomy to decide if they wish to include this restriction in the application packs and advertisement.

3.7 The Panel Arrangements state that the Chair and Vice Chair of the Panel and another Member of the Panel (the interview panel) supported by the Lead Officer to the Panel, will interview those shortlisted. However, in this instance, the current chair is a co-opted member. Therefore, the interview panel will need to comprise of the Vice- Chair and two other Panel Members.

3.8 Following the interviews, a report with the recommendation of the three Panel Members will be considered by the Gwent Police and Crime Panel, at the next available meeting and will then be submitted to the Home Office.

5. FINANCIAL IMPLICATIONS

5.1 The cost of the advertisement of the co-opted position will be met from the Police and Crime Panel grant.

6. CONSULTATION

6.1 Consultation has taken place as outlined below and any comments received have been reflected in this report.

7. RECOMMENDATION

7.1 The Gwent Police and Crime Panel are asked to note this report and

7.2 To appoint two Panel members to sit on the Interview Panel with the Vice Chair of Gwent Police and Crime Panel.

7.3 To implement the revised Home Office Guidance and impose a two-term limit for Independent Co-opted Members and revise the Panel Arrangements.

7.4 To remove the requirement for candidates for the Independent Co-opted Positions to Live or Work in the Gwent area.

8. REASONS FOR THE RECOMMENDATIONS

8.1 To comply with the Police and Crime Panel's statutory membership requirements.

9. STATUTORY POWERS

9.1 Police Reform and Social Responsibility Act 2011.

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