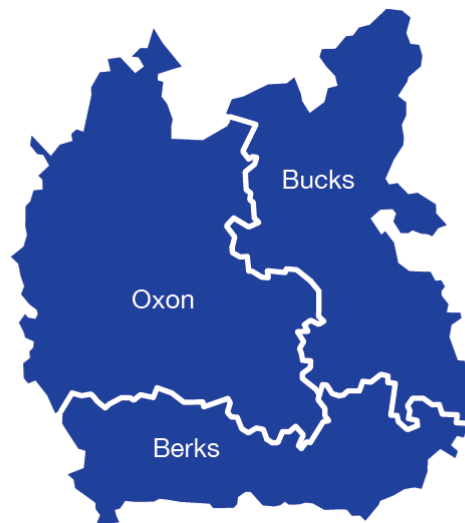


Agenda

Date: Friday 27 November 2015

Time: 1.00 pm

Venue: Council Chamber Cherwell District
Council Bodicote House, Bodicote,
Banbury OX15 4AA



This meeting will start at 1pm or on the rising of the Police and Crime Panel

- 1. Apologies for Absence/Changes in Membership**
- 2. Declarations of Interest**
- 3. Confirmation Hearing for the Deputy Police and Crime Commissioner** **1 - 12**
Panel Members are asked to endorse the proposed extension of Mr David Carroll's appointment as Deputy PCC for Thames Valley to Wednesday 11 May 2016.
- 4. Date and Time of Next Meeting**
29 January 2016 at 11am

Committee Members

Councillor Julia Adey (Wycombe District Council), Councillor Patricia Birchley (Buckinghamshire County Council), Councillor Margaret Burke (Milton Keynes Council), Councillor Robert Courts (West Oxfordshire District Council), Councillor Emily Culverhouse (Chiltern District Council), Councillor Trevor Egleton (South Bucks District Council), Julia Girling (Independent Member), Councillor Jesse Grey (Royal Borough of Windsor and Maidenhead), Councillor Angela Macpherson (Aylesbury Vale District Council), Councillor Kieron Mallon (Oxfordshire County Council), Curtis-James Marshall (Independent Member), Councillor Chris McCarthy (Vale of White Horse District Council), Councillor Iain McCracken (Bracknell Forest Council), Councillor Sohail Munawar (Slough Borough Council), Councillor Tony Page (Reading Borough Council), Councillor Bob Pitts (Wokingham Borough Council), Councillor George Reynolds (Cherwell District Council), Councillor Dee Sinclair (Oxford City Council), Councillor Quentin Webb (West Berkshire Council) and Councillor Ian White (South Oxfordshire District Council)

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**OFFICE OF THE POLICE & CRIME
COMMISSIONER FOR THAMES VALLEY**

**REPORT TO THE THAMES VALLEY POLICE AND CRIME PANEL
27TH November 2015**

**PROPOSED EXTENSION TO THE CONTRACT OF THE
DEPUTY POLICE AND CRIME COMMISSIONER**

Executive Summary

The Police Reform and Social Responsibility Act 2011 ('the Act') provides, under section 18(1), that the Police and Crime Commissioner (PCC) 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 PCC must notify the Police and Crime Panel ("the Panel") of his proposed appointment to the post of 'Deputy Police and Crime Commissioner' (DPCC), including the following information:

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

At its meeting held on 6th December 2012 the Panel held a confirmation hearing and recommended that my proposed DPCC for Thames Valley, Mr David Carroll, be appointed. That appointment was initially for a two year period being 7th December 2012 to 6th December 2014.

Subsequently, at its meeting held on 11th July 2014, the Panel endorsed my proposed extension of Mr Carroll's appointment to the 31st December 2015.

Having now been confirmed as the Conservative Party candidate for the PCC elections in May 2016, I wish to propose to the Panel that Mr Carroll's appointment and contract of employment be extended until the end of my current tenure in office, i.e. to Wednesday, 11th May 2016.

Recommendation to the Police and Crime Panel

That the Panel be invited to endorse my proposed extension of Mr David Carroll's appointment as Deputy Police and Crime Commissioner for Thames Valley to Wednesday, 11th May 2016.

Police and Crime Commissioner

Signature

Date

PART 1 – NON-CONFIDENTIAL

1. Introduction and background

- 1.1. The Police Reform and Social Responsibility Act 2011 (“the Act”) provides, under section 18(1), that the Police and Crime Commissioner (PCC) for a police area may appoint a person as the deputy police and crime commissioner (DPCC) for that area.
- 1.2. The DPCC is a member of my staff and is, therefore, subject to a contract of employment which sets out the terms and conditions of the appointment.
- 1.3. Under Schedule 1, paragraph 9, of the Act, a PCC must notify the Police and Crime Panel (“the Panel”) of their proposed appointment to the post of ‘DPCC’
- 1.4. At its meeting held on 6th December 2012 the Panel held a confirmation hearing and recommended that my proposed candidate, Mr David Carroll, be appointed to the post of DPCC for Thames Valley. That appointment was initially for a two year period, being 7th December 2012 to 6th December 2014. Subsequently, at its meeting held on 11th July 2014, the Panel endorsed my proposed extension of Mr Carroll’s appointment to the 31st December 2015.
- 1.5. I have now been confirmed as the Conservative Party candidate for the PCC elections due to be held on Thursday, 5th May 2016. With that certainty, I now wish to propose to the Panel that Mr Carroll’s appointment and contract of employment as DPCC be extended until the end of my current tenure in office, i.e. to Wednesday, 11th May 2016.
- 1.6. Whilst this proposed extension does not represent a new appointment, I acknowledge that it does represent a variation to the terms and conditions of the previous appointment extension considered and endorsed by the Panel in July 2014. I therefore believe it appropriate for this proposed revision to the terms and conditions of Mr Carroll’s appointment to be presented to the Panel for review and endorsement.

2. Issues for consideration

- 2.1. A PCC must also notify the Panel of the following information in support of any proposed appointment of a DPCC:
 - a) The name of the person whom the commissioner is proposing to appoint (“the candidate”)
 - b) The criteria used to assess the suitability of the candidate for the appointment
 - c) Why the candidate satisfies those criteria
 - d) The terms and conditions on which the candidate is to be appointed.
- 2.2. I presented the above information to the Panel in December 2012 in respect of my original proposed appointment of Mr Carroll.
- 2.3. The criteria used to assess the suitability of Mr Carroll for his appointment as DPCC; why he satisfied those criteria, and the outline terms and conditions of

his appointment, as previously notified to the Panel at its meeting held on the 6th December 2012, still stand today.

- 2.4 In respect of this latest proposed contract extension, I am satisfied that the post of DPCC continues to be essential to help me discharge my statutory duties across a police force area as large as Thames Valley. Furthermore, I am satisfied with Mr Carroll's performance in the role since December 2012 and commend to the Panel the knowledge and experience he has gained to date in undertaking this role.
- 2.5 The main contract variation proposed today relates to the terms and conditions of Mr Carroll's appointment as DPCC. In brief, the original proposal was for a two-year appointment, due to end on the 6th December 2014, on a part-time basis (average 22.2 hours per week, which equates to 0.6 of a full-time equivalent post) at a salary of £35,000 per annum (which equates to a full-time equivalent salary of £58,333 per annum). Subsequently, the Panel endorsed an extension to Mr Carroll's appointment, to the 31st December 2015, with no change to the number of hours to be worked or level of remuneration.
- 2.6 This proposal presented for consideration and endorsement today is that Mr Carroll's appointment and contract of employment be extended until Wednesday, 11th May 2016 (i.e. until the end of my current tenure in office following the PCC elections on 5th May 2016), again with no change to the number of hours to be worked or level of remuneration.
- 2.7 A secondary technical variation to the DPCC Terms and Conditions proposed today relates to item 11 within the Terms and Conditions, being "*Termination of Contract of Employment by Employer*". The wording of this item is being amended to ensure consistency and compliance with Schedule 1, paragraph 8(3), of The Police Reform and Social Responsibility Act 2011 and thereby ensure appropriate and intended continuity of service of the DPCC in the event of any unfortunate or unforeseen reason causing the PCC to cease to hold office. The contract wording has been changed from:
"Your contract of employment will terminate in any event upon the completion of the extended contract period or the PCC ceasing to hold office for any reason, whichever event is the sooner, including reaching the end of the term of office under which the appointment is made. The appointment will end if the appointee becomes disqualified under the Act."
to:
"Your contract of employment will terminate in any event upon the completion of the stipulated contract period (including agreed extensions as appropriate) and must end not later than the day when the current term of office of the appointing PCC ends, whichever event is the sooner. The appointment will end if the appointee becomes disqualified under the Act".
- 2.8 The updated version of the Terms and Conditions applicable to this post and the proposed extended appointment are attached at Annex A.

3. Financial comments

- 3.1 The extended salary and employer oncosts can be contained within existing approved budgetary provisions.

4. Legal comments

- 4.1. The power and process by which the PCC may appoint a DPCC for his police area is provided by The Police Reform and Social Responsibility Act 2011 (section 18(1), and Schedule 1, paragraphs 8 to 12 (inclusive)).
- 4.2. This proposal is for an extension and variation of the current terms and conditions of the DPCC and is not a new proposal for appointment. Under Schedule 1, paragraph 8(3), the terms and conditions of a person who is appointed as the DPCC must provide for the appointment to end not later than the day when the current term of office of the appointing PCC ends.
- 4.3. The proposed extension of the contract for the DPCC is to no later than the end of the current term of office and therefore remains in accordance with the statutory requirements. No further extension of this contract would be permitted.
- 4.4. Although the DPCC is a member of the PCC's staff (s18(10) of the Act), under paragraph 8(4) of Schedule 1 of the Act the appointment of a DPCC is exempt from the requirement of Section 7 of the Local Government and Housing Act 1989 that all staff appointments should be made on merit.

5. Background papers

- a) The Police Reform and Social Responsibility Act 2011.
- b) Report to the Thames Valley Police and Crime Panel held on 6th December 2012, titled 'Confirmation Hearing' (agenda item 7).
- c) Report to the Thames Valley Police and Crime Panel held on 11th July 2014, titled 'Proposed Extension to the Contract of the Deputy Police and Crime Commissioner' (agenda item 7).

<p>Public Access to Information</p> <p>Information in this form is subject to the Freedom of Information Act 2000 (FOIA) and other legislation.</p> <p>Part 1 of this form will be made available on the website as soon as reasonably practicable from the date of approval. Any facts and advice that should not be automatically available on request should not be included in Part 1 but instead on a separate Part 2 form.</p> <p>Deferment of publication is only applicable where release before that date would compromise the implementation of the decision being approved.</p>
<p>Is the publication of this form to be deferred? No</p>
<p>If yes, for what reason? n/a</p>
<p>Until what date? n/a</p>
<p>Is there a Part 2 form? No</p>

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

PCC CHIEF OFFICERS' APPROVAL

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

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

Paul Hammond
Chief Executive

Date 17th November 2015

Ian Thompson
Chief Finance Officer
& Deputy Chief Executive

Date 17th November 2015

ANNEX A**Deputy Police and Crime Commissioner for the Thames Valley****Summary of Terms and Conditions of Appointment**

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

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

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

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

1. Job Title – ‘Deputy Police and Crime Commissioner’ (DPCC).
2. Responsibilities – the purpose and role of the DPCC are to support and deputise for the PCC, whose statutory duties and responsibilities are set out in the Act (a summary of the statutory responsibilities and functions of the PCC and the permissible delegation of functions to a DPCC is provided at Appendix 1 to this Annex). You should also have regard to guidance issued from time to time by Government and relevant national bodies. The specific role and responsibilities of the DPCC for the Thames Valley will be reviewed at the discretion of the PCC.
3. Eligibility - the DPCC will be required as a condition of employment to make a declaration of eligibility that the appointment is held subject to the requirements of the Act and is not subject to a relevant disqualification.
4. Date of Commencement of Employment and Length of contract – the original date of appointment was 7th December 2012 for an initial two year contract period ending on 6th December 2014. The length of contract was subsequently extended to end no later than the 31st December 2015. Following review of the appointment by the PCC, the length of contract was further extended to end no later than the 11th May 2016
[NB This latter variation being subject to the Police and Crime Panel confirmation hearing process on 27 November 2015 and receipt of the report and recommendations of the Panel].
5. Hours of Work and Salary – the DPCC will be appointed to work, on average, 22.2 hours per week (which equates to 0.6 of a full-time equivalent post). The nature of the post and role will require that these hours of working by the DPCC will be flexible, with provision for attendance on days and at times reasonably required by the PCC which will involve work outside of normal office hours.

6. Remuneration – the DPCC will be paid at the rate of £35,000 per annum (which equates to a full-time equivalent salary of £58,333 per annum), effective from the date of appointment. No overtime will be paid. Salary reviews will be in line with those made to the PCC's salary which is set by the Home Secretary. You will be paid in arrears at monthly intervals by bank direct transfer.
7. Allowances – travelling and subsistence allowance will be paid at the rates applicable to the PCC's staff. Allowances paid will be disclosed quarterly under the Elected Local Policing Bodies (Specified Information) Order 2012 (as amended) and in accordance with the Home Secretary's determination.
8. Holiday entitlement – All holiday leave is calculated in hours. The DPCC will be entitled to 133.2 hours per annum (18 days per annum equivalent) annual leave pro rata (proportionate to the number of completed calendar months of service during the standard leave year – represented by the period 1st January – 31st December – with one twelfth of annual leave entitlement for each completed month of service). In addition, you are entitled to receive your standard remuneration for all Bank and Public holidays normally observed in England and Wales (usually 8 days in any year). All proposed leave must be arranged and agreed with the PCC before it is taken and appropriate documentation completed. Every effort will be made to accommodate your wishes on the timing of annual leave; however, there may be occasions when requests cannot be met due to the requirements of the PCC.
9. Sickness absence – statutory sick pay (SSP) is payable from the fourth qualifying day in any period of incapacity for work.
10. Pension – you are entitled to join the Local Government Pension Scheme (LGPS).
11. Termination of Contract of Employment by Employer – the appointment as DPCC may be terminated at any time by the PCC. You are entitled to a minimum period of 12 weeks' notice of termination of your contract of employment. These notice rights do not affect the PCC's right to terminate your employment summarily without pay in lieu of notice in cases of gross misconduct. Your contract of employment will terminate in any event upon the completion of the stipulated contract period (including agreed extensions as appropriate) and/or must end not later than the day when the current term of office of the appointing PCC ends, whichever event is the sooner. The appointment will end if the appointee becomes disqualified under the Act.
[NB This proposed variation being subject to the Police and Crime Panel confirmation hearing process on 27 November 2015 and receipt of the report and recommendations of the Panel].
12. Termination of Contract of Employment by Employee – you may terminate your employment by giving the PCC 12 weeks' notice. If you fail to give and serve the prescribed notice period for termination of your employment,

the PCC may deduct a sum for that period of notice not served from any outstanding amount due to him/her.

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

Appendix 1

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

PCC FUNCTIONAL RESPONSIBILITY	PR&SR Act 2011 Reference to Section of Act	Permissible Delegation of PCC function to DPCC?	
		Permissible (at discretion of PCC)	Non-Permissible (s18(3)(b))
Policing			
Secure the maintenance of an efficient and effective police force for that area	s1(6)	√	
Strategic Planning			
Issue a Police and Crime Plan	s5		X
Review the Police and Crime Plan	s5(9)	√	
Holding the Chief Constable (CC) to account for:			
<ul style="list-style-type: none"> The exercise of the functions of the CC, and of persons under the direction and control of the CC 	s1(7)	√	
<ul style="list-style-type: none"> The exercise of the duty to have regard to the Police and Crime Plan 	s1(8)(a)	√	
<ul style="list-style-type: none"> The exercise of the duty to have regard to the Strategic Policing Requirement 	s1(8)(b)	√	
<ul style="list-style-type: none"> The exercise of the duty to have regard to codes of practice issued by the Secretary of State 	s1(8)(c)	√	
<ul style="list-style-type: none"> The effectiveness and efficiency of the CC's arrangements for co-operating with other persons 	s1(8)(d)	√	
<ul style="list-style-type: none"> The effectiveness and efficiency of the CC's arrangements for engagement with local people 	s1(8)(e)	√	
<ul style="list-style-type: none"> The extent to which the CC achieves value for money 	s1(8)(f)	√	
<ul style="list-style-type: none"> The exercise of duties relating to equality and diversity 	s1(8)(g)	√	
<ul style="list-style-type: none"> The exercise of duties in relation to the safeguarding of children and the promotion of child welfare 	s1(8)(g)	√	
Partnership Working			
May make a crime and disorder reduction grant to any person	s9(1)	√	
Must have regard to the relevant priorities of each responsible authority	s10(1)	√	

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

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