

**Annex C –
Draft Statement of Particulars of Employment (the terms
and conditions on which the candidate is to be
appointed)**



**NOTTINGHAMSHIRE
POLICE & CRIME
COMMISSIONER**

NOTTINGHAMSHIRE POLICE & CRIME COMMISSIONER

**STATEMENT OF PARTICULARS
(Employment Rights Act 1996)**

**FORCE HEADQUARTERS
SHERWOOD LODGE
ARNOLD
NOTTINGHAM
NG5 8PP**

This statement gives details of your terms and conditions of employment with **Nottinghamshire Police & Crime Commissioner** and is correct at **DATE**

Name: **INSERT**

Job Title: Deputy Police and Crime Commissioner for Nottinghamshire

Normal place of work: The Office of the Police and Crime Commissioner for Nottinghamshire (OPCC), Joint Police and Fire Headquarters, Sherwood Lodge, Arnold, Nottingham NG5 8PP, but you may be required to work from other locations

Appointing Police and Crime Commissioner: Gary Godden

Term of Appointment: Appointment to the position of Deputy Police and Crime Commissioner is linked to the appointing Police and Crime Commissioner's current term of office

Date employment commenced: **INSERT SUBJECT TO CONFIRMATION HEARING OF THE POLICE & CRIME PANEL**

Politically restricted post under the Police Reform and Social Responsibility Act 2011:
No

TERMS & CONDITIONS OF EMPLOYMENT

PARTIES

(1) The Police and Crime Commissioner for Nottinghamshire ('**the PCC**', '**we**' or '**us**'); and

(2) **INSERT** ('**you**')

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General Statement of Conditions

1. You are appointed as the Deputy Police and Crime Commissioner ('Deputy PCC'), by the PCC for Nottinghamshire. By virtue of Section 18 of the Police Reform and Social Responsibility Act 2011 ('the 2011 Act') you are a member of the PCC's staff. You will receive direction from, and report to, the PCC. You will co-operate at all times with the PCC's Chief Executive and Monitoring Officer, who is the Head of Paid Service responsible for line managing all PCC staff, and with the PCC's Chief Finance Officer, and with the Chief Constable. Your terms and conditions of employment are those contained in this document. A copy of your Job Description is attached.
2. The terms and conditions of your employment with the PCC are in accordance with and subject to the 2011 Act, the Policing and Crime Act 2017 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.
3. The content of some of the HR policies and procedures may change over time to reflect the changing needs of the PCC and accommodate additional influences such as employment legislation and governmental requirements.
4. You represent and warrant that:
 - 4.1. you meet the eligibility requirements necessary to hold the role of Deputy PCC required by the 2011 Act and supporting regulations/guidance;
 - 4.2. you are not subject to any relevant disqualification as defined by paragraph 8 of Schedule 1 of the 2011 Act;
 - 4.3. 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 Deputy PCC;
 - 4.4. 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.
5. 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.

Appointment and Term

6. Your employment with us under this contract will start on **INSERT** (the 'Start Date').
7. Your appointment to the position of Deputy PCC is linked to the appointing PCC's current term in office. As required by the 2011 Act and Part 5 of the Policing and Crime Act 2017 (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):
 - 7.1. the sixth day after the day of the poll at the next ordinary election of Police and Crime Commissioners;
 - 7.2. 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

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- 7.3. it is brought to an end by either you or us giving the required notice as set out in clauses 20-23.
8. Should you be reappointed as Deputy PCC, whatever the circumstances, the processes are identical to those of an initial appointment, including the notification requirements to the Police and Crime Panel.

Duties / Role

9. Listed within your Job Description 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.
10. During your employment you will:
- 10.1. 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;
 - 10.2. 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;
 - 10.3. 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;
 - 10.4. obey all lawful and reasonable directions or instructions from time to time given to you by the PCC or any other authorised person;
 - 10.5. 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;
 - 10.6. comply with our rules, regulations and policies from time to time in force;
 - 10.7. use your best endeavours to promote, develop and protect our interests and reputation; and
 - 10.8. 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 Nottinghamshire Police), for any purpose other than our proper purposes.
11. 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.

Remuneration and Allowances

12. Your starting salary will be at a rate of £62,720 per annum pro rata. You are appointed to perform the role on a 0.9 FTE basis.

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13. This will be subject to annual review by the PCC. Salary reviews will be in line with those made to the PCC's salary which is set by the Home Secretary.
14. 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.
15. You will not receive any additional allowances. Travelling and subsistence expenses which are reasonably, wholly, necessarily and exclusively incurred by you in the performance of your Deputy PCC duties will be paid in accordance with the policy and at the rates applicable to the PCC's staff.
16. You will be paid monthly in arrears by direct credit transfer into a bank or building society account on the 27th of each month.
17. If we overpay your salary or other payments, we have the right to recover the over payment by taking phased salary deductions from other salary payments we make to you.

Hours of work

18. You are appointed on a 0.9 FTE basis so your normal working hours are 33 hours a week, and will require you to attend on any day, or parts of days as reasonably required by the PCC. To meet the PCC's requirements you may be required to vary your normal working arrangements. This will involve working outside normal office hours. Overtime is not a regular feature of employment and is not payable to senior staff.
19. 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.

Notice Period/Termination of Contract

20. One month's notice is required by either party to terminate the contract of employment, unless a different notice period is agreed with you and the PCC.
21. The appointment as Deputy PCC may be terminated at any time by the PCC, including as a result of a performance review, and will terminate in any event in accordance with clause 7 above. A new PCC will then determine whether they wish to re-appoint you, (subject to a Police and Crime Panel confirmation hearing). It is the decision of the Chief Executive who is put forward to the Police and Crime Panel for confirmation as an Acting PCC in the case of any vacancy in office for the PCC.
22. 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.
23. This contract will also terminate in the event of you being subject to a relevant disqualification as defined by paragraph 8 of Schedule 1 to the 2011 Act.
24. The PCC reserves the right to suspend an employee if circumstances warrant. Suspensions will normally be with pay.

Performance Review and Appraisal

25. The PCC will conduct a performance review and appraisal of the Deputy PCC in line with the OPCC's policy and procedure determined by the Chief Executive).
26. You will receive appropriate training for your role as determined by the PCC in consultation with the Chief Executive.

Holiday

27. You will be entitled to receive normal remuneration for all Bank and Public holidays normally observed in England and Wales. You may have to work on Public and Bank holidays and will be entitled to take appropriate time off in lieu, in the remainder of the leave year.
28. You are entitled to 158 hours and 24 minutes Annual leave entitlements are reduced on a pro-rata basis for those appointed to work less than 52 weeks per annum or on a part-time basis.
29. The holiday year is from 1 April to 31 March. If you start or leave employment during the year, you are entitled to days off in proportion to the number of completed months service during the year. Leave entitlement of a maximum of 33 hours may be carried over into the next year with the specific approval of the PCC and Chief Executive.
30. All proposed leave must be arranged and agreed with the PCC before it is taken and appropriate documentation / systems entries 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.

Sickness absence

31. Payments during any absence due to sickness or injury will be in accordance with the requirements of the legislation relating to statutory sick pay. For these purposes your "qualifying day(s)" will be those day(s) on which you are normally required to work. SSP is payable from the fourth qualifying day in any 'period of incapacity for work'.
32. Arrangements for reporting and monitoring sickness absence are set out in the attached Attendance Management Policy. The PCC has right at any time to require that you are examined by a medical practitioner /clinician and to cease your pay if you do not comply with the attendance policy.
33. Annual leave may not be taken as an alternative to certificated sickness absence.

Maternity, Paternity, Adoption and Parental Leave

34. Employees who become pregnant will be eligible to receive maternity leave and may be eligible to receive maternity pay.
35. If you adopt a child you may be entitled to adoption leave and may be entitled to receive adoption pay.

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36. In addition, a period of paid leave may be granted to a partner of an expectant mother or the parent of an adoptive child, at or around the time of the birth of the child.
37. In line with the provisions of the Employment Relations Act 1999 and subject to one year's continuous service, you may also be entitled to take unpaid parental leave.

Pension and Retirement

38. 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.
39. While a member of the scheme you will be 'contracted out' of the State Second Pension (S2P) and so will not build up any more benefits under S2P. This does not affect your entitlement to the Basic State Pension.
40. You will be sent details of the pension scheme, its effect on S2P and how to opt out of membership, if you wish to do so.

Disciplinary Procedure

41. You must adhere to all of the relevant employment policies of the PCC and with your Terms and Conditions of Employment. Failure to do so may result in disciplinary action being taken against you, including ending your employment immediately without notice.
42. If your behaviour falls below the necessary standard, the PCC may take action against you under the disciplinary procedure. You are also subject to the Elected Local Policing Bodies (Complaints and Misconduct) Regulations 2012.

Complaints

43. If you have a complaint about your employment you should first contact the PCC. If the PCC cannot solve your complaint, further steps for resolution will be advised by the Chief Executive.

General Behaviour and Conduct

44. 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.
45. All colleagues have the right to be treated with dignity and respect. Behaviour which is in any way offensive or demeaning is not acceptable. You are subject to the PCC code of conduct which applies to the PCC and the Deputy PCC.

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

Diversity and Equal Opportunities

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

Dress Code

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

Information Security and Confidentiality

50. All staff are expected to observe strict confidentiality in respect of official information and documents. Your attention is drawn to the Official Secrets Act 1989, under which it is an offence if, without lawful authority, you disclose any information, documents or other article, which is or has been in your possession.
51. All confidential records, documents and other papers (together with any copies or extracts thereof) made or acquired by you in the course of your employment shall be the property of the PCC and must be returned to the organisation on the termination of your employment.
52. All equipment provided to you in the course of your employment remains the property of the PCC and must be returned to the organisation on the termination of your employment.
53. The copyright in any work performed by you pursuant to this contract shall be the property of the PCC. You agree to execute all documents necessary to vest such copyright in the PCC.
54. Unauthorised access to or use of the Force computer system or information stored on computer may constitute offences under the Data Protection Act 1998, the Copyright, Design and Patents Act 1988 or the Computer Misuse Act 1990. The OPCC reserves the right to regularly monitor the use of electronic mail and/or internet/intranet usage.
55. You must keep information confidential (especially under the legislation above). Any breach of confidentiality, especially under the above legislation, may result in the summary termination of your employment.

Data Protection Act 1998

56. The Data Protection Act 2018 covers how personal information may be used and sets out eight principles for handling information and lists the offences that may be committed by not following the act. You must follow the requirements of the Data Protection Act 2018 and the OPCC's Data Protection Policy and must not breach regulations.

Interception of Telecommunications

57. The PCC shares information technology support systems with the Force. 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. Consequently, there can be no expectation of privacy when using official systems.

Freedom of Information Act 2000

58. Under this Act 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.

59. In order to assist you to comply with the Act you will be required to satisfactorily complete an e-learning course. If you have learning difficulties a suitable alternative will be provided.

Government Security Classifications

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

Vetting Procedure

61. The PCC applies a vetting procedure to all members of its staff. You are required to notify the PCC of any changes in your personal circumstances which could affect the vetting status which you have been granted.

Disclosable, notifiable and pecuniary interests

62. You should declare and notify all disclosable, notifiable and pecuniary interests in accordance with the OPCC's policy.

Health & Safety

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

To:

I accept employment under the Terms & Conditions of Employment as set out in this contract. I have received my employment contract and understand the implications of the following attached documents.

Signed..... Date

CHANGES IN TERMS AND CONDITIONS OF EMPLOYMENT

Any changes to your terms and conditions of employment will be notified to you in writing either by way of a revised contract being issued or a letter of amendment.

SIGNATORIES

I acknowledge receipt of this Statement of Particulars as required by the Employment Rights Act (1996) and accept the offer of appointment on the terms and conditions outlined in this document.

Signed Recipient: - _____ Date: - _____

Signed on behalf of
Nottinghamshire Police: - _____ Date: - _____

Important Note:

A copy of this statement should be signed and returned within 2 weeks of receipt as an indication of your acceptance of the post offered, if the statement is not returned you will be deemed to have accepted the outlined terms and conditions.