

**STATEMENT OF TERMS OF APPOINTMENT  
DEPUTY MAYOR FOR POLICING AND CRIME (DMPC)  
WEST YORKSHIRE COMBINED AUTHORITY**

This document sets out your principal terms of appointment. It incorporates the written particulars required by the *Employment Rights Act 1996*.

The Police Reform and Social Responsibility Act 2011 as modified by The West Yorkshire Combined Authority (Election of Mayor and Functions Order 2021 (The 2021 Order) provides that a Mayor with Police and Crime Commissioner (PCC) Functions may appoint a Deputy Mayor for Policing and Crime and to arrange for this role to exercise certain PCC Functions.

THIS AGREEMENT is made on the **DATE** and is being entered into as you have been confirmed as the appointee into this role as determined and appointed by the Mayor of West Yorkshire following their election on 6<sup>th</sup> May 2021 and appointment into office on 10<sup>th</sup> May 2021.

THIS AGREEMENT IS BETWEEN:

West Yorkshire Combined Authority, Wellington House, 40-50 Wellington Street, Leeds, LS1 2DE, the "Combined Authority" as the appointing authority for and on behalf of the Mayor of West Yorkshire.

AND

**Name:** Alison Lowe DMPC, the "Deputy Mayor for Policing and Crime" and "you or your"

WHEREBY IT IS AGREED as follows:

**1. Role appointed to**

**1.1** You are appointed into the position of **Deputy Mayor for Policing and Crime for West Yorkshire**. The appointment is made in accordance with section 18(1) of the Police Reform and Social Responsibility Act 2011 as modified by the 2021 Order to assist Tracy Brabin the duly elected West Yorkshire Mayor in the discharge of their functions for Policing and Crime for the West Yorkshire district. Nothing in this agreement nor your appointment is intended to confer employee status on you and you agree to have entered into this arrangement and continue with your appointment on that basis.

**1.2** The DMPC's duties will be agreed with the Mayor and may range in nature depending on the delegations provided by the Mayor. Once agreed this will be attached to this statement of terms. This appointment is subject to completion of the necessary statutory processes including review by the Police and Crime Panel and may be withdrawn should the Panel not agree to the appointment or for any reason which determines that the appointee is unable to fulfil the criteria required for appointment, or through undertaking the relevant checks it is determined that you are unable to take up office.

**1.4** These duties may change and develop over time; therefore, the Mayor reserves the right, upon giving reasonable notice, to require the DMPC to perform other duties within the DMPC's capability, subject to consultation.

**2. Period of Service**

**2.1** The DMPC's period of appointment commences on **DATE**. This appointment is fixed term, and the term of office will end no later than the third day after the day of the poll at an election for the return of a Mayor and is directly connected to the term of office for Tracy Brabin's election and appointment as Mayor and when that person makes and delivers a declaration under section 70 of the of the Police Reform and Social Responsibility Act 2011 (PRSA

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2011). Your appointment may end before (date) in accordance with point 13 of this agreement and will be treated as an end of appointment not redundancy.

**2.2** No service with a previous related employer shall count as a period of continuous service. Should you be reappointed into office following a future election, there will be a break in service and each term of office shall stand alone.

**2.3** This appointment is subject to satisfactory checks and appointment criteria being met and the appropriate level of vetting.

### **3. Place of Work**

**3.1** The DMPC's normal place of work will be at **Wellington House, 40-50 Wellington Street, Leeds, LS1 2DE or Ploughland House, 62 George St, Wakefield WF1 1DL**

**3.2** You may also be required to work from and travel to other locations around the West Yorkshire region and nationally in order to fulfil your duties.

### **4. Hours of Work**

**4.1** The DMPC's normal hours and days of work will be based on a flexible working pattern to accommodate the needs of the role, with a standard 37 hours per week full time (or pro rata for a part time appointment)

**4.2** The DMPC shall not regularly work in excess of the maximum average working week as set out in the Working Time Regulations 1998 (48 hours per week), unless agreed in writing that this limit should not apply.

### **5. Payment**

**5.1** The DMPC will be paid at a rate determined by the Mayor, advised by the Independent Review Panel (IRP) who have been appointed by the Combined Authority to determine allowances and payments for elected officials and Mayoral appointments. The IRP advised that the amount(s) payable to the DMPC, depending on the role, are within a range of two models: the maximalist model<sup>1</sup> at £72,000 or a substantial model<sup>2</sup> basis at £48,000.

For this appointment it has been determined that the allowance will be remunerated at £72,000 per annum.

**5.2** This will be paid in equal amounts monthly, on the 14<sup>th</sup> day of the month through the Combined Authorities payroll (or the working day prior where this falls on a weekend or bank holiday) and will be subject to the usual tax and national insurance deductions.

**5.3** There is no entitlement to an annual increase in pay.

**5.4** An itemised pay statement of the DMPC's earnings and deductions will be provided at the time of payment and available through an online portal.

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<sup>1</sup> The Maximalist model of DMPC is one where the maximum amount of Mayoral PCC functions are delegated as determined by the Independent Review Panel.

<sup>2</sup> The Substantial model of DMPC is one that has been sized at 2/3s of the size of the role of the Maximalist model of DMPC.

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**6. Deductions**

The Combined Authority reserves the right to make deductions from the DMPC's pay as follows:

- 6.1** Where the DMPC has been overpaid for any reason.
- 6.2** If the DMPC causes loss or damage to the Combined Authority property, the value of replacement or repair shall be deducted.
- 6.3** When the DMPC office ends, the Combined Authority will deduct any overpayments, advances, any costs of a training qualification, any costs of equipment and any holiday allowance taken in excess of the DMPCs pro rata allowance. The DMPC will be invoiced where deduction has not been possible.
- 6.4** Any other sum which is due and or payable from the DMPC to the Combined Authority under any provision of this agreement.
- 6.5** The DMPC's signature to this agreement will also signify agreement to any deduction from earnings as above.

**7. Holidays**

- 7.1** The holiday year shall run from April to March. This may change at a future date, subject to ongoing consultation.
- 7.2** The DMPC shall be entitled every year to the following paid holiday:
  - The holiday entitlement shall be 28 days per year in addition to public bank holidays. The notice period given by the DMPC to take leave should be at least twice the period of leave to be taken (wherever possible). Part time DMPCs shall be entitled to a pro rata period of holiday.
  - As the appointment will commence (and terminates) part way through the holiday year, entitlement to holidays during that year will be calculated on a pro rata basis.
- 7.3** 8 Bank and public holidays are in addition to the calculation of the DMPC's holiday entitlement. The DMPC is expected to be flexible with regards to the taking of leave and work in line with Mayoral requirements
- 7.4** Holidays are to be taken at such times as may be agreed. A full time DMPC may carry over 5 days holiday each year, (pro rata for part time DMPCs). Any other remaining leave not taken in the current year will be lost. No payment will be made in lieu of unused days not taken at the end of any particular holiday year.
- 7.5** The preceding sub-paragraph does not apply to leavers, those on maternity, shared parental, or adoption leave, or those who are or have been on sick leave where holidays have accrued. In these circumstances there is a legal entitlement to carry over untaken holiday into the next holiday year.

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- 7.6** On termination of the appointment, all remaining holiday leave should be taken prior to the ending of the term of office and during the period leading up to the election subject to the operational needs of the Mayor.  
The Combined Authority reserves the right to deduct payment for holiday taken in excess of the holiday entitlement from the final payment made to the DMPC in accordance with Clause 6.

**8. Sickiness and Disability**

- 8.1** If and whenever the DMPC is incapable through illness or accident of performing their duties (absence) they shall after seven days of absents themselves obtain a doctor's certificate for each week that they are absent.

- 8.2** During such absence the DMPC shall be entitled to receive sick pay as detailed below:

	<b>Full Pay (months)</b>	<b>Half Pay (months)</b>
Less than 4 months in post	1	SSP Only
Over 4 months and less than 1 year	1	2
Over 1 year and less than 2 years	2	2
Over 2 years and less than 3 years	4	4
Over 3 years and less than 5 years	5	5
Over 5 years	6	6

- 8.3** Entitlement to payment is conditional upon notification of absence and subsequent production of a Fit Note as referred to above and is also conditional upon the DMPC's co-operation in any of the Combined Authority sickness processes.

- 8.4** If we are notified of an absence period covered by a Fit Note, yet it is not produced within a reasonable timescale then the period of absence may be considered as unauthorised and will be dealt with as unauthorised absence and unpaid.

- 8.5** By signing this agreement you hereby acknowledge the Combined Authority monitors and records personal information, including absence levels and the reasons for such absences. Any such recording will be held private and confidential and such processing will principally be used for personnel, administrative and payroll purposes. Information gathered may include information of a sensitive personal nature and the term 'processing' includes the obtaining, recording, or holding of information or data or carrying out any operation or set of operations on the information or data, including organising, altering, retrieving, consulting, using, disclosing, combining, or destroying the information or data. You understand and consent to the processing of such data.

- 8.6** The Leave Policy contains details relating to absences other than sickness including – public duties, emergency leave and special cases such as hospital and other medical and dental appointments. The overriding principle is that, where possible, you should arrange any such appointments outside your normal working hours. The Combined Authority will allow reasonable time off based on the circumstances and payment for such time off is at our absolute discretion.

**9. Other paid leave**

- 9.1** You may be entitled to other paid leave including, Maternity, Adoption, Paternity, Shared Parental, Bereavement, Compassionate, Election Duties and Study Time/Training courses.

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**10. Training and Development**

**10.1** As part of your introduction to the Combined Authority you will be required to undertake mandatory training as part of your induction.

**10.2.** You may be required to complete additional training at the organisation's discretion.

**11. Benefits**

**11.1.** As an appointed DMPC, you may also access other benefits including:

- Discounted Membership of Gyms and Fitness Clubs
- Cycle to Work Scheme
- Leeds City Credit Union
- Contribution towards Eye Tests and glasses for VDU use
- Flu Vaccination
- Counselling, legal and wellbeing support
- Sovereign Health Care - Personal Health Care Cash Plan
- Simply health (formerly Leeds Hospital Fund) - Simply Cash Plan
- Money Advice Service
- Leeds City Credit Union

**11.2** Access to these benefits will commence on your first day of appointment unless otherwise stated. Whilst these benefits are not contractual, the organisation would follow a period of consultation prior to the removal of any benefits.

**12. Pension**

**12.1** In accordance with the 2021 order the Mayor may pay to the Deputy Mayor for Policing and Crime a pension/contribution towards a pension.

**12.2** At the commencement of your appointment you will be automatically enrolled into the Local Government Pension Scheme administered by the West Yorkshire Pension Fund. Full particulars including terms and conditions are available from the Payroll department and the West Yorkshire Pension Fund website.

**12.3** The Combined Authority will notify you of any auto re-enrolment into the Pension Scheme every 3 years.

**13. Notice**

**13.1** As your appointment is directly linked to the term of office of the Mayor, it will end in the period leading up to the next Mayoral election as outlined in paragraph 2.1. This agreement and notification provide the relevant notice period. Your appointment will automatically terminate not later than May 2024, when Tracy Brabin ceases to hold the Mayoral office to which you were appointed to assist them.

**13.2** If you wish to resign from this position prior to that you should provide 3 months' notice in writing to the Mayor. Should the Mayor or the Combined Authority need to end the

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appointment earlier than the end of the term of the Mayor, you will also be provided with 3 months' notice.

**13.3.** If your appointment automatically terminates or if you resign or are dismissed on or after the dissolution of the Mayoral term prior to an election, you are not entitled to a severance payment.

**13.4.** The appointment may also be terminated earlier in the event of misconduct.

**13.4** If the Mayor requires the DMPC to remain absent during the notice period, you will be required to comply with any conditions laid down by the Mayor and whilst on full pay you will not be permitted to work for any other person, firm client, or corporation during that time without the Mayors permission.

**14. Restrictive Covenants**

**14.1** On leaving the Combined Authority, the DMPC may not undertake provision of the same services/products as supplied by the Combined Authority either for their own business, or the employment of a competitor of the Combined Authority, for a period of six months, unless this is specifically agreed by the Mayor. The Mayor and Combined Authority will only enforce that which is reasonable to protect its operations and business.

**15. Grievance Procedure**

**15.1** The grievance procedure, including the appeal process, is available on the Combined Authority intranet. This is intended to be a guide to best practice and is not contractual. The terms of the procedure may be changed from time to time by the Combined Authority without prior notice and in such cases the most recent version will take priority.

**16. Disciplinary Procedure**

**16.1** The disciplinary procedure, including the appeal process, is available on the Combined Authority intranet. This is intended to be a guide to best practice and is not contractual. The terms of the procedure may be changed from time to time by the Combined Authority without prior notice and in such cases the most recent version will take priority.

**17. Severability**

**17.1** If any provision of this agreement should be held to be invalid it shall to that extent be severed and the remaining provisions shall have full force and effect.

**18. Prior Agreements**

**18.1** This Agreement sets out the entire Agreement and understanding of the parties and is in substitution of any previous written or oral agreements between the employer and the DMPC.

**19. Jurisdiction**

**19.1** This Agreement shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

**20. Changes to terms of appointment**



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**20.1** The Combined Authority reserves the right, after due consultation with you, to change your terms of appointment, if the changes are necessary and reasonable or any other substantial reason. Any significant change(s) will be confirmed in writing within 4 weeks of the change(s).

**21. West Yorkshire Combined Authority Property**

**21.1** All records, correspondence, equipment, mobile telephone, laptop, computer, goods, documents, and papers of any kind whatsoever (including information held electronically or otherwise and in whatever format) shall be the property of the Combined Authority. All Company property and equipment must be returned on termination of the appointment or as otherwise required by the Combined Authority.

**22. Professional conduct and appearance**

**22.1** Your professional conduct, actions, and the impressions you make on those you come into contact with are important. You should behave in an appropriate manner at all times.

**23. Confidentiality**

**23.1** The relationship between the Mayor and the DMPC is founded on trust. You shall not, either during your appointment or at any time after its termination, disclose to any person, or use for your own purposes any Confidential Information.

**23.2** In this agreement, Confidential Information means any personal data as defined by the GDPR and any information relating to the businesses, finances, dealings, transactions and affairs of the Combined Authority including price and cost information, commercial plans and programs, business opportunities, expansion plans, staff salaries and terms and conditions, marketing surveys, promotional materials, research and development projects, procurement processes, trade and investment strategy and portfolios, business formulae, inventions, designs, discoveries, know-how, methods, processes, techniques, trade secrets, technical data, business forms and operating procedures, policies and practices; names, addresses and contact details of customers or clients or potential customers or clients or suppliers or potential suppliers or of any stakeholder of the Combined Authority; any information in respect of which the Combined Authority is bound by an obligation of confidentiality to a third party; and any information which is identified to you by the Combined Authority as being confidential or secret in nature or which ought reasonably to be regarded by you as confidential.

**23.3** Any breach of trust by you, such as the unauthorised disclosure to a third party or unauthorised use of any Confidential Information will render you liable to disciplinary action and/or to civil proceedings to restrain you from disclosing the information to a third party or of making use of it without authority. If loss and/or damages to the Combined Authority results from the unauthorised disclosure or use by you of Confidential Information, you will have an obligation to account for and deliver up to the Combined Authority any income or other revenue which you derive from any breach of this clause.

**YOU ARE ALSO SUBJECT TO THE OFFICIAL SECRETS ACT 1989.**

**23.4.** You are required to abide by relevant policies including those relating to the acceptance of gifts or hospitality. Provisions relating to declaration of interests are set out in a separate policy.

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**23.5.** If you wish to take part in any outside activity where information or experience gained in the course of your role is likely to be relevant, you must first seek permission from the Mayor.

**24. Intellectual Property Rights**

**24.1** You may make or create intellectual property rights in the course of your duties, and you have an obligation to further the interests of the Combined Authority's business in this respect. Where you make or create any intellectual property rights which may be of benefit to the Combined Authority, you agree that all such rights shall be owned absolutely by the Combined Authority so far as the law allows. You agree to do all things necessary to ensure such ownership. You waive all moral rights therein.

**24.2** If necessary, you will hold any such intellectual property in trust for the Combined Authority and will do everything desirable at our expense to vest the intellectual property fully in the Combined Authority and/or to secure patent(s) or appropriate forms of protection for the intellectual property. Decisions as to the protection or exploitation of any intellectual property shall be at the absolute discretion of the Combined Authority.

**24.3** You hereby covenant that you shall not at any time during your period of office or at any time after the termination of your appointment with the Combined Authority, share intellectual property, Confidential Information including training materials, with any other party. You further covenant not to use such intellectual property or confidential information, including training materials, for your own use or any other use not associated directly with the Combined Authority.

**25. Fraud**

**25.1** The Combined Authority operates a zero-tolerance policy in relation to fraud. Any allegation or suspicion of fraud will be fully investigated. If the Combined Authority adduces sufficient evidence of fraud, it will be considered as gross misconduct and the Combined Authority will initiate its disciplinary procedure accordingly.

**25.2** In addition, the Combined Authority may report the matter to the appropriate law enforcement agency and assist in providing intelligence to support any prosecution. The Combined Authority also reserves the right to instigate civil recovery proceedings to indemnify itself if, as a result of the fraud committed, the organisation suffers loss and/or is liable for the repayment of any monies. Full details can be found in the Anti-Fraud, Bribery and Corruption Policy.

**27. GDPR Statement**

**27.1** The Combined Authority recognises the requirements of the General Data Protection Regulation (GDPR) and is committed to compliance with all the provisions under GDPR. For example, in compliance with GDPR, when you provide personal data to us, you are entitled to know how it will be processed. Accordingly, you are referred to the Intranet, where you will find an Information Statement which sets out how the Combined Authority processes and stores your personal data.

**29. Signatures**

By signing below, you confirm you have read, understand, and agree to the terms and conditions of your appointment as set out in this agreement:



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SIGNED (for and on behalf of):

**West Yorkshire Combined Authority**

**FULL NAME**.....

**SIGNATURE**.....

**JOB TITLE**.....

**DATE**.....

.....

**To West Yorkshire Combined Authority**

I acknowledge receipt of the terms setting out my appointment as Deputy Mayor for Policing and Crime dated as noted of which this is a copy and I agree to abide by the terms as set out in the agreement.

**FULL NAME:** .....

**SIGNATURE:**.....

**DATE**.....