

CONTRACT OF EMPLOYMENT (incorporating Statement of Employment Particulars, under Section 1 of Employment Rights Act 1996)

THIS AGREEMENT is made on the 6 May 2024

BETWEEN:

West Yorkshire Combined Authority, Wellington House, 40-50 Wellington Street, Leeds, LS1 2DE, the "employer" and "Combined Authority"

AND

Name: Alison Lowe, the "employee" and "you or your"

WHEREBY IT IS AGREED as follows:

1. Job Title and Profile

- 1.1** The employee will be employed in the position of **Deputy Mayor for Policing and Crime for West Yorkshire ('DMPC')**. 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.
- 1.2** This appointment is subject to confirmation by the Police and Crime Panel and may be terminated should the Panel not agree to the appointment. Until your appointment is confirmed by the Police and Crime Panel your job title shall be **West Yorkshire's Deputy Mayor for Policing and Crime – Nominee**.
- 1.3** 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.
- 1.4** The employee's duties may change and develop over time; therefore, the employer and/or the Mayor reserves the right, upon giving reasonable notice, to require the employee to perform other reasonable duties within the employee's capability, and remuneration of the role subject to consultation and clause 3.3 below.
- 1.5** The employee is required to comply with the Official Secrets Act 1989.

2. Period of Service

- 2.1** The employee's employment commences on **6 May 2024**. This employment is a fixed term in accordance with the Tracy Brabin's election and appointment as Mayor and her term of elected office. The employee's employment, subject to paragraph 14 below, will end no later than the third day after the day of the poll at an election for the return of a Mayor. The end of your fixed term contract will be treated as an end of appointment not redundancy.
- 2.2** There is continuous service with an effective date of the **30 June 2021**.

3. Place of Work

- 3.1** The employee's normal place of work will be at **Wellington House, 40-50 Wellington Street, Leeds, LS1 2DE**. This is deemed to be your contractual base.

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3.2 West Yorkshire Combined Authority may change the place of work and/or may require the employee to work at other locations within West Yorkshire either on a temporary or permanent basis, subject to consultation.

3.3 West Yorkshire Combined Authority adopts a policy of flexible use of its resources, and (provided that the request is reasonable) you may be required to work flexibly across the organisation depending on the type and nature of the work and within the remuneration and level of the role.

4. Hours of Work

4.1 The employee's normal hours and days of work will be a default of 37 hours per week which will consist of Monday to Friday. However, you may be required to work additional hours, without extra remuneration, as may be necessary for the proper performance of your duties or to meet the needs of the Combined Authority or Mayor and these hours are variable.

4.2 The employee shall not regularly work in excess of the maximum average working week as set out in the Working Time Regulations 1998, unless agreed in writing that this limit should not apply.

5. Salary

5.1 The employer shall pay the employee at Salary Point 41 **£80,340.00**, in equal amounts monthly, on the 14th day of the month or the working day prior where this falls on a weekend or bank holiday.

5.2 Any changes to salary will be notified to the employee in writing.

5.3 An itemised pay statement of the employee's earnings and deductions will be provided at the time of payment.

5.4 Following Maternity, Shared Parental or Adoption leave, you must return to work with West Yorkshire Combined Authority for a period of more than 3 months, otherwise you will be invoiced for all of the enhanced Maternity or Adoption monies paid to you, beyond statutory minimum entitlements.

6. Standby and call out (variable if the job requires it)

6.1 The duties of some roles include the requirement for the employee to be available to the business outside normal business hours and to participate in a regular standby and call-out rota system. Where this is the requirement, it will be specified within the employee's role profile. The employee will be entitled to a retainer standby allowance and call out payment if relevant. Current rates are contained within the employee handbook and Standby and Call-Out Policy. The details of standby and call out will be determined locally by the department in line with the Standby and Call-Out Policy.

7. Deductions

The employer reserves the right to make deductions from the employee's salary as follows:

7.1 Where the employee has been overpaid for any reason.

7.2 If the employee causes loss or damage to the employer's property, the value of replacement or repair shall be deducted.

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7.3 When the employee leaves, the employer will deduct any overpayments, advances, any costs of a training qualification taken (in line with the Learning Support Policy), any costs of an unreturned MCard and/or equipment and any holiday allowance taken in excess of the employee's pro rata allowance. The employee will be invoiced where deduction has not been possible.

7.4 Any other sum which is due and or payable from the employee to West Yorkshire Combined Authority under any provision of this agreement.

7.5 The employee's signature to this contract will signify agreement to any deduction from earnings as above.

8. Holidays

8.1 The holiday year shall run from January to December.

8.2 An employee shall be entitled every year to the following paid holiday:

- The holiday entitlement shall be 28 days per year (provided in hours) in addition to public bank holidays (see section 8.3). The notice period given by the employee should be at least twice the period of leave to be taken (wherever possible). Part time employees shall be entitled to a pro rata period of holiday.
- In recognition of employee loyalty, in the annual leave year following completion of 5 years continuous service and again following completion of 10 years continuous service, a further 2 days (provided in hours) annual leave will be allocated (pro rata for part-time employees). This provides a maximum holiday leave entitlement of 32 days (provided in hours) plus Bank Holidays. The Redundancy Payments (Continuity of Employment in Local Government) (Modification) Order 1999 will apply for the purposes of establishing continuous service under this clause 8.2.
- If employment commences or terminates part way through the holiday year, entitlement to holidays during that year will be assessed on a pro rata basis.
- Total holiday entitlement is provided in hours and is inclusive of the relevant bank holiday entitlement for that year. This table converts the full-time equivalent days into hours. Part time employees shall be entitled to a pro rata amount.

Annual leave in days (increases as per 8.2 in line with length of continuous service)	Equivalent in hours	8 days bank holiday	Total annual leave entitlement including 8 bank holidays
28 days	207 hours and 12 minutes	59 hours and 12 minutes	267 hours
30 days	222 hours	59 hours and 12 minutes	282 hours
32 days	236 hours and 48 minutes	59 hours and 12 minutes	296 hours

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- 8.3** Statutory bank holidays are recognised by West Yorkshire Combined Authority each calendar year. Bank and public holidays are included within the calculation of the employee’s holiday entitlement and reflected as part of the total annual leave entitlement as per the table in 8.2 (pro-rata for part time staff).
- 8.4** Holidays are to be taken at such times as may be agreed with the employer. A full-time employee may carry over 37 hours (5 days) holiday (pro rata for part time employees). 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.
- 8.5** Employees who are on long term sickness absence are still able to request to take annual leave even when off work because they are unwell and where a period of leave may return the employee to pay.
- 8.6** Employees on maternity, shared parental or adoption leave, or those who are or have been on sick leave where holidays have accrued are entitled by law to carry over untaken holiday into the next holiday year.
- 8.7** On termination of the employment, all holiday leave should be taken during the notice period subject to the operational needs of the department. The employer reserves the right to deduct payment for holiday taken in excess of holiday entitlement from the final payment of salary made to the employee in accordance with Clause 7.
- 8.8** West Yorkshire Combined Authority reserves the right to require that any pro-rated outstanding holiday entitlement is taken during any period of notice of termination of employment whether given by you or by West Yorkshire Combined Authority.

9. Sickness and Disability

- 9.1** If and whenever the employee is incapable through illness or accident of performing their duties (absence) they shall after seven calendar days of absence from their employment obtain a doctor’s certificate (Fit Note) from the 8th calendar day of absence and for the period thereafter, through to the last day of absence.
- 9.2** During such absence the employee shall be entitled to receive sick pay based upon length of service as detailed:

Length of Continuous Service	Full Pay (months)	Half Pay (months)
Less than 4 months	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

- 9.3** Entitlement to payment is conditional upon timely notification of absence and subsequent production of a Fit Note as referred to above and is also conditional upon the employee’s co-operation in any of West Yorkshire Combined Authority sickness processes.
- 9.4** 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.

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9.5 By signing this contract you hereby acknowledge West Yorkshire Combined Authority monitors and records personal information, including absence levels and reasons for such absences in accordance with the Combined Authority's policies and procedures. West Yorkshire Combined Authority recognises the requirements of the General Data Protection Regulation (GDPR) and is committed to compliance with all the provisions under GDPR including the processing of your personal data. As per clause 29, you are referred to the Intranet, where you will find a privacy notice which sets out how the Combined Authority processes your personal data.

9.6 The Employee Handbook contains details relating to other types of absence and leave. The overriding principle is that, where possible, you should arrange any personal appointments outside your normal working hours as part of the Combined Authority's agile and flexible working arrangements.

10. Other paid leave

10.1 You may be entitled to other paid leave including, Maternity, Adoption, Paternity, Shared Parental, Personal Leave, Volunteering leave and time off for public duties. The full leave provisions are detailed in the Employee Handbook.

10.2. Further information and terms and conditions can be found in the Employee Handbook and respective policies, which are available on the HR pages of the Intranet.

11. Training and Development

11.1 As part of your Induction, the following training is mandatory, and details will be provided by your Line Manager:

- Health and Safety
- GDPR – Data Security
- Firearms and Weapons Attacks – Stay Safe (where identified as a requirement for your role)
- Equity, Diversity, and Inclusivity (EDI)

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

12. Benefits

12.1. You will be entitled to a range of employee benefits which may vary from time to time. Details of current benefits are available on the Intranet.

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

13. Pension

13.1 At the start of your employment 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.

13.2 West Yorkshire Combined Authority will notify you of any auto re-enrolment into the Pension Scheme every 3 years.

14. Notice

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14.1

Employer	Employee
You are entitled to notice as detailed below, except in the case of summary dismissal for Gross Misconduct: 12 weeks	You are required to provide notice in writing to the Mayor and Combined Authority as detailed below: 12 weeks (which may be reduced by agreement

14.2 In the case of gross misconduct the employer reserves the right to dismiss summarily.

14.3 Without prejudice to this clause 14, the employer reserves the right to terminate the employment by paying the employee, in respect of basic salary in lieu of notice or any part thereof.

14.4 If the employer requires the employee to remain away from the workplace (garden leave) during the employee's notice period, the employee will be required to comply with any conditions laid down by the employer and whilst on full pay they will not be permitted to work for any other person, firm, client, or corporation during that time without the employer's permission.

15. Restrictive Covenants

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

16. Grievance Procedure

16.1 The grievance procedure, including the appeal process, is available on the West Yorkshire Combined Authority intranet. This is intended to be a guide to best practice and does not form part of your contract of employment. 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. Disciplinary Procedure

17.1 The disciplinary procedure, including the appeal process, is available on the West Yorkshire Combined Authority intranet. This is intended to be a guide to best practice and does not form part of your contract of employment. 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.

18. Relevant policies and procedures

18.1 By signing and agreeing to this contract, you are also agreeing to accept and abide by the organisational policies and procedures as set out on the intranet, whether contractual or not, and as agreed by the employer and the trade unions. Where policies and procedures do not form part of your contract they may be amended from time to time. To the extent that there is any conflict between the terms of this agreement and the relevant policies and procedures, this agreement shall prevail.

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19. Severability

19.1 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.

20. Prior Agreements

20.1 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 employee.

21. Jurisdiction

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

22. Contract of Employment

22.1 West Yorkshire Combined Authority reserves the right, after due consultation with you, to change your terms and conditions of employment 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).

23. West Yorkshire Combined Authority Property

23.1 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 West Yorkshire Combined Authority. All Company property and equipment must be returned on termination of the contract or as otherwise required by West Yorkshire Combined Authority.

24. Professional Appearance

24.1 Starting with your first day and continuing throughout your employment, you are a representative of West Yorkshire Combined Authority and your professional conduct, actions, and the impressions you make on those you come into contact with are important. You should dress and behave in an appropriate manner at all times.

25. Confidentiality

25.1 The contractual relationship between West Yorkshire Combined Authority and its employees is founded on trust. You shall not, either during your employment, or at any time after its termination, disclose to any person, or use for your own purposes other than those of the Combined Authority any Confidential Information.

25.2 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 West Yorkshire 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

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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.

25.3 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 West Yorkshire 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 West Yorkshire Combined Authority any income or other revenue which you derive from any breach of this clause.

26. Intellectual Property Rights

26.1 You may make or create intellectual property rights in the course of your duties, and you have an obligation to further the interests of West Yorkshire 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 West Yorkshire 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.

26.2 If necessary, you will hold any such intellectual property in trust for West Yorkshire 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.

26.3 You hereby covenant that you shall not at any time during your period of employment with West Yorkshire Combined Authority or at any time after the termination of your employment 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 West Yorkshire Combined Authority.

27. Fraud

27.1 West Yorkshire 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 West Yorkshire Combined Authority will initiate its disciplinary procedure accordingly.

27.2 In addition, West Yorkshire 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.

28. Collective Agreements

28.1 Other terms and conditions of employment are in accordance with the Employee Handbook as agreed in year 2023 through local bargaining with recognised trade unions. Through that framework it is agreed any future revisions to this handbook will follow the same framework at such time.

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The current version of the handbook will be available on the organisation's intranet and will be the agreed version for which all decisions relating to terms and conditions of employment will be directed from.

Revisions to salary and allowances will be agreed through The Passenger Transport Forum (PTF).

29. GDPR Statement

29.1 West Yorkshire 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 a privacy notice which sets out how the Combined Authority processes your personal data.

29. Signatures

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

SIGNED (for and on behalf of):

J. Sharp

West Yorkshire Combined Authority

NAME

Jenny Sharp

POSITION

HR Operations Manager

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To West Yorkshire Combined Authority

I acknowledge receipt of my Contract of Employment dated **6 May 2024** as noted of which this is a copy and confirm acceptance of the terms within it and I agree to abide by the terms and conditions of my employment as set out in the Contract.

FULL NAME:

POSITION

Signature: _____

Date: _____