

7 March 2023

[REDACTED]
[REDACTED]
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[REDACTED]
[REDACTED]

[REDACTED]



**CAMBRIDGESHIRE
& PETERBOROUGH**
COMBINED AUTHORITY

Dear [REDACTED]

Re: Freedom of Information request ref CA207

Thank you for your request for information received on 9 February 2023. The response is given below:

Question 1

To provide details of any legal advice to the authority, from within the authority or by an independent lawyer, provided between March and December 2018 and concerning the removal of the political restriction on the mayor's chief of staff.

Response

This information was provided to you as per your freedom of information request reference CA161- response dated 6 May 2022. I attach a copy of the response. This is the only information we hold.

I hope this information is helpful but if you are unhappy with the service you have received in relation to your request and wish to make a complaint or request a review, you should write to us via our contact us email address: democratic.services@cambridgeshirepeterborough-ca.gov.uk or write a letter to Complaints, Cambridgeshire and Peterborough Combined Authority, Pathfinder House (2nd floor), St Mary's Street, Huntingdon, Cambs PE29 3TN within 40 days of the date of this e-mail.

If you are not content with the outcome of the internal review, you have the right to apply directly to the Information Commissioner for a decision. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, or via their website: <https://ico.org.uk/>

Pathfinder House (2nd Floor)
St Mary's Street
Huntingdon
Cambs
PE29 3TN

Generally, the ICO will not undertake a review or make a decision on a request until the internal review process has been completed.

Yours sincerely



Sue Hall
Data Protection Officer



Pathfinder House (2nd Floor)
St Mary's Street
Huntingdon
Cams
PE29 3TN

6 May 2022



**CAMBRIDGESHIRE
& PETERBOROUGH**
COMBINED AUTHORITY

Dear 

Re: Freedom of Information request ref CA161

Thank you for your request for information received on 29 March. The response is given below:

Question 1

Please provide information as follows, regarding the appointment of Tom Hunt as the previous mayor's assistant:

*** His original terms of employment upon appointment on 17 July 2017**

Response

Enclosed is the contract of Tom Hunt on his appointment. However, some of the contract has been redacted. In accordance with the Freedom of Information Act 2000 (the Act), this information is refused under Section 40(2) of the Act.

Section 40(2) of the Freedom of Information Act 2000 provides that:

“(2) Any information to which a request for information relates is also exempt information if—

- (a) it constitutes personal data which do not fall within subsection (1), and
- (b) the first, second or third condition below is satisfied.

(3A) The first condition is that the disclosure of the information to a member of the public otherwise than under this Act—

- (a) would contravene any of the data protection principles, or
- (b) would do so if the exemptions in section 24(1) of the DPA2018 (manual unstructured data held by public authorities) were disregarded.

(3B) The second condition is that the disclosure of the information to a member of the public otherwise than under this Act would contravene Article 21 of the UK GDPR (general processing: right to object to processing).

(4A) The third condition is that

The Mayor's Office
72 Market Street
Ely
Cambs
CB7 4LS

(a) on a request under Article 15(1) of the UK GDPR (general processing: right of access by the data subject) for access to personal data, the information would be withheld in reliance on provision made by or under section 15, 16 or 26 of, or Schedule 2, 3 or 4 to, the Data Protection Act 2018, or

(b) on a request under section 45(1)(b) of that Act (law enforcement processing: right of access by the data subject), the information would be withheld in reliance on subsection (4) of that section.

Link to ICO guidance [s40 Personal information \(section 40 and regulation 13\) version2.3 \(ico.org.uk\)](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/section-40)

This is an absolute exemption and not subject to the Public Interest test.

Question 2

*** Documentation requesting the removal of the post's being politically restricted in March 2018, and subsequent discussion and decision making on the subject.**

Response

There is no documentation requesting the removal of the post being politically restricted in March 2018.

Question 3

*** The legal advice requested and provided at some point between March 2018 and May 2018**

Response

Legal advice received by the CPCA is legally privileged. Section 42 of the Freedom of Information Act 2000 [“the Act”] includes the following:

Section 42 exemption

Section 42 of the Act provides that:

42(1). – Legal Professional privilege

(1) Information in respect of which a claim to legal professional privilege or, in Scotland, to confidentiality of communications could be maintained in legal proceedings is exempt information.

The Information Commissioner's guidance on legal professional privilege is available at:

[legal_professional_privilege_exemption_s42.pdf \(ico.org.uk\)](https://ico.org.uk/for-organisations/guide-to-the-information-commissioner/legal-professional-privilege-exemption-s42.pdf)

This exemption relates to information which is legally privileged and relates to legal advice in relation to information on politically restrictive posts.

The exemption is qualified, and therefore subject to the public interest test. In this instance it is concluded that as the advice is a legal interpretation of duties affecting the Combined Authority and is historic (being provided over 4 years ago) there is no completing justification in withholding it. The legal advice on the role of Chief of Staff is therefore attached. This advice is from Combined Authority's legal advisor at that time. This advice is in three emails: dated 18 June 2018, 25 June 2018 and 30 September 2018.

Question 4

*** The revised terms of employment following action on that legal advice**

Response

Attached is the contract for the position of Chief of Staff. However, some of the contract has been redacted. In accordance with the Freedom of Information Act 2000 (the Act), this information is refused under Section 40(2) of the Act.

Section 40(2) of the Freedom of Information Act 2000 provides that:

“(2) Any information to which a request for information relates is also exempt information if—

- (a) it constitutes personal data which do not fall within subsection (1), and
- (b) the first, second or third condition below is satisfied.

(3A) The first condition is that the disclosure of the information to a member of the public otherwise than under this Act—

- (a) would contravene any of the data protection principles, or
- (b) would do so if the exemptions in section 24(1) of the DPA2018 (manual unstructured data held by public authorities) were disregarded.

(3B) The second condition is that the disclosure of the information to a member of the public otherwise than under this Act would contravene Article 21 of the UK GDPR (general processing: right to object to processing).

(4A) The third condition is that

- (a) on a request under Article 15(1) of the UK GDPR (general processing: right of access by the data subject) for access to personal data, the information would be withheld in reliance on provision made by or under section 15, 16 or 26 of, or Schedule 2, 3 or 4 to, the Data Protection Act 2018, or

(b) on a request under section 45(1)(b) of that Act (law enforcement processing: right of access by the data subject), the information would be withheld in reliance on subsection (4) of that section.

Link to ICO guidance [s40 Personal information \(section 40 and regulation 13\) version2.3 \(ico.org.uk\)](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/section-40)

This is an absolute exemption and not subject to the Public Interest test.

I hope this information is helpful but if you are unhappy with the service you have received in relation to your request and wish to make a complaint or request a review, you should write to us via our contact us email address: democratic.services@cambridgeshirepeterborough-ca.gov.uk or write a letter to Complaints, Cambridgeshire and Peterborough Combined Authority, the Mayor's Office, 72 Market Street, Ely, Cambs CB7 4LS within 40 days of the date of this e-mail.

If you are not content with the outcome of the internal review, you have the right to apply directly to the Information Commissioner for a decision. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, or via their website: <https://ico.org.uk/>

Generally, the ICO will not undertake a review or make a decision on a request until the internal review process has been completed.

Yours sincerely



Sue Hall
Governance Assistant

EMPLOYMENT RIGHTS ACT 1996STATEMENT OF PRINCIPAL TERMS AND CONDITIONS OF EMPLOYMENT

PETERBOROUGH CITY COUNCIL
 TOWN HALL
 PETERBOROUGH
 (The City Council)
 on Behalf of
 CAMBRIDGESHIRE & PETERBOROUGH
COMBINED AUTHORITY
 (The Combined Authority)

1. General

Employee Name: Thomas Hunt
 Post No: [REDACTED]
 Post Title: Mayoral Advisor & Chief Of Staff
 [REDACTED]
 Department: Combined Authority
 Division/Section: Legal & Governance
 Date of commencement in Post: 17th July 2017
 Date on which statement issued 30th August 2017

Temporary Employment

This is a temporary appointment on a fixed term contract. In accordance with The Local Authorities (Elected Mayor and Mayor's Assistant) (England) Regulations 2002, your contract of employment must terminate at or before the Combined Authority meeting following the Mayoral Election in 2021 (or earlier if the Mayor ceases to hold office). This does not prevent you from being appointed for a further term following this Combined Authority meeting.

Place of Work

The post is currently based at The Grange, Nutholt Lane, Ely CB7 4EE or such other place in England (including your home) as the council may reasonably require and consider suitable for the proper performance of your duties.

2. Employer Arrangements

Initially you will be employed by Peterborough City Council acting on behalf of the Cambridgeshire and Peterborough Combined Authority until such time as the Combined Authority is in a position to employ you directly. At such time, your employment will transfer to the Combined Authority. Your service with Peterborough City Council will count as continuous for all purposes.

Your terms and conditions of service are as set out in the document. However, upon transfer to the employment of the Combined Authority, it may be necessary to amend certain terms and conditions. You will of course be consulted on any changes.

3. Salary

Your salary will be [REDACTED]. The salary will be subject to any increases agreed by the National Joint Council for Local Government Services.

Every effort will be made to make accurate salary and other payments to you on the due date. Should an overpayment occur or should you owe monies to the City Council in connection with your employment, you will be advised of the amount involved and consulted about your

preferred method of repayment.

You will be paid calendar monthly on the 28th of each month, in twelve equal payments by credit transfer to a Bank or Building Society of your choice. For any month where the 28th falls on a Saturday, Sunday or Bank Holiday, the pay day will be the preceding standard working day.

4. Hours of Work

The normal working week is currently **37** hours worked from Monday to Friday.

5. Overtime

Overtime working may be required from time to time. Overtime should be marked only when authorisation has been obtained from your Line Manager. Hours marked will be paid at:

plain time rate for hours up to and including 37 per week (except Public Holidays)

Hours in excess of 37 per week at plain time will only be authorised by Chief Officers in exceptional circumstances.

6. Period of Continuous Service

Your period of continuous service with this Authority for statutory employment rights dates from the date of commencement in this post as at paragraph 1 above.

7. Annual Leave - The following entitlement and arrangements apply:

Your annual leave entitlement will be:

24 annual leave days - **per complete year**

plus Public and Bank Holidays - **per complete year** (based on 8 days per year but this will vary dependent on when Easter falls and if any extra days are granted)

Annual leave entitlement will apply as follows:

24 days where less than 5 years service

29 days where 5 or more but less than 10 years service

30 days where 10 or more but less than 15 years service

31 days where 15 or more years service

The additional leave days are a reward for loyalty.

The leave period is from 1 April to 31 March. Employees who commence or leave employment during the year will be entitled to annual leave proportionate to the number of completed months service during the year. The leave granted will always be equivalent to or better than that under the working time regulations.

All Annual Leave will be subject to prior approval by the appropriate manager or supervisor.

8. Sickness Absence

In the event of your absence from work due to sickness, your entitlement and obligations are set out in the Council's 'Attendance Policy'.

9. Probationary Period

This appointment is subject to a probationary period of six months. Your performance will be formally reviewed at approximately month five of your probation period and the outcome of this will be discussed with you. The Council reserves the right, at its discretion, to extend the employee's probationary period should it be considered necessary and the probationary period shall not be deemed completed until confirmed in writing.

10. Periods of Notice

The period of notice which you are entitled to be given by the City Council to terminate the employment contract is one month or as set out below, whichever is the longer: -

Period of continuous service

One month or more up to four years
Four years or more but less than 12 years

Twelve years or more

Minimum notice

Four weeks
One week for each year of continuous service
12 weeks

The minimum period of notice you are required to give the City Council to terminate your employment contract is one month.

A maximum one month's notice will apply for both employee and employer during the probation period

11. Pension Scheme

Membership of the Local Government Pension Scheme is automatic for all Peterborough City Council employees aged below 75 years with a contract of three months or more. However, you do have the right to opt out. The LGSS Pensions Service administers the Scheme on your behalf. Your contribution rate will be determined by your actual pensionable pay and will commence from your first pay day. A short guide to the LGPS is available via the following link which provides details about the scheme:

<http://pensions.cambridgeshire.gov.uk/wp-content/uploads/2015/04/Short-Guide-to-LGPS-2014.pdf>

If you would prefer a printed copy of this document then please contact HR Support.

Attached is:-

- A Membership* form - you must complete and return this form as soon as possible. This form asks you to disclose previous public service pension rights.

An expression of wish* form

*These forms should be returned to: LGSS Pensions Service, PO Box 202, John Dryden House, 8-10 The Lakes, Northampton, NN4 7YD.

IMPORTANT: If you wish to opt out you must contact the Pensions Service directly or visit the LGSS Pensions website for the opt out form (OPTOUT).

The contact details are:

- Website: <http://pensions.northamptonshire.gov.uk>
- LGSS telephone number: 01604 366537

If you do not want to have contributions deducted from your pay you will need to ensure that the opt out form is submitted by the payroll deadline (available from the council intranet, your line manager or the payroll team).

Please note, however, that you will not be able to sign and date the opting out form until, at the earliest, the first day of membership of the scheme. If you make a valid option out within 3 months of being enrolled into the LGPS you will be treated as not having become an active member of the scheme on that occasion and any contributions paid by you will be refunded via the payroll. If you opt out after three months but within two years of joining and do not have two years of qualifying membership then you can apply for a refund from LGSS. This is determined by the rules of the pension scheme.

The form should be completed, and returned to Business Support HR (Serco), Manor Drive, Paston Parkway, Peterborough, PE4 7AP. Alternatively you may submit the form via email stating that "I confirm I personally submitted this notice to opt out of a work place pension scheme" to hrsupport@peterborough.gov.uk.

The LGPS fund in which you will participate is provided by Cambridgeshire County Council. The LGPS is a registered public service scheme under Chapter 2 of Part 4 of the Finance Act 2004 and I am pleased to confirm that it is a qualifying pension scheme for automatic enrolment purposes, which means it meets the government's standards. The scheme complies with the relevant provisions of the Pension Schemes Act 1993, the Pensions Act 1995, the Pensions Act 2004, the Pensions Act 2008 and the Pensions Act 2014.

V25 February 2017

We must continue to maintain your membership of the LGPS (unless you personally choose to opt

out of membership of the scheme or cease to be eligible for membership), and we must ensure the scheme continues to meet certain Government standards.

If you remain a member of the LGPS and we were to ever cease to offer you membership of the scheme, or you cease to be eligible for membership of it whilst in our employment, or the scheme is changed in such a way that it no longer meets the Government standards we must, if you are under age 75 and earn more than £10,000 (current figure), immediately have to put you into another scheme that meets those Government standards.

12. Duties

Duties will initially be as set out in the job description annexed to this statement, but please note that the City Council reserves the right to update your job description from time to time to reflect changes in or to the job. You will be consulted about any proposed changes.

13. Travel

If you are required to use your car for business use then you will be reimbursed in accordance with the Travel & Subsistence policy providing all the criteria outlined in the policy are met. Your car will need to be insured for business purposes.

All business travel must be undertaken in accordance with the Travel & Subsistence policy.

14. Other Terms & Conditions

Your terms and conditions of employment, including issues of pay, grading, hours, holiday and sickness will be as may be agreed from time to time by the City Council and any recognised trade unions or at an NJC level. The 1997 NJC Agreement ("the Green Book") as amended and the Peterborough City Council Single Status Agreement of March 2008, all as amended or replaced from time to time, are relevant to your employment. Copies can be provided on request. Any local agreements shall take precedence over any national agreements.

15. Data Protection

Peterborough City Council is a registered Data Controller for the purposes of the Data Protection Act 1998 (the Act). It is the responsibility of all staff to be aware of and comply with the Council's policies and procedures relating to the lawful processing of data in accordance with the Act. Failure to comply with these policies and procedures may result in disciplinary action and, in serious cases, dismissal and/or prosecution.

16. Policies

The following policies are representative of those listed on Insite.

Should you wish to raise a grievance under the Grievance Policy, you should raise it first in writing to your immediate Line Manager.

Principal Local Agreements formulated by the City Council directly affecting other terms and conditions of your employment currently cover:

- Appeals Policy
- Capability Procedure
- Code of Conduct for employees
- Disciplinary Policy
- Domestic Abuse Policy
- Equalities & Diversity Policy
- Grievance Policy
- Health & Safety Policy
- ICT Policy
- ICT Private Usage Policy
- Mobile Telephone Policy
- Overpayments Policy
- Redundancy Policy

Self Disclosure Policy
Social Media Policy
Substance Misuse & Alcohol Policy
Training and Development Policy
Travel & Subsistence Policy
Violence at work/Lone working Policy
Whistle blowing Policy
Work life Balance Policy

These policies and procedures do not form part of your contract of employment and are subject to consultation with the recognised trade unions and may be amended, withdrawn or replaced by the Council from time to time.

17. Smoke Free Policy

The Council operates a No Smoking Policy, which involves a total ban on smoking in all Council properties and owned or leased vehicles.

Limited time off to smoke (outside the building) will only be granted subject to the needs of the service, and such time must be deducted from flexitime or normal working hours as appropriate.

18. Politically Restricted Posts

The post to which you have been appointed is a Politically Restricted Post. The Local Government and Housing Act 1989 (LGHA) as amended by the Local Democracy, Economic Development and Construction Act 2009 requires the City Council to hold a list of politically restricted posts. Politically restricted posts fall into 2 broad categories :-

- Specified Posts as detailed in the list under section 2 of the LGHA.
- Posts which involve or consist of:
 - (i) giving advice on a regular basis to the Council itself, to any Committee or Sub-Committee of the authority it represents or to any joint committee on which the authority are represented
 - (ii) speaking on behalf of the Council on a regular basis to journalists and broadcasters.

Holders of such posts will not be able to stand for or hold elected office as MPs, MEPs, Members of the Welsh Assembly, Members of the Scottish Parliament, or Councillor other than as a parish councillor. Furthermore political restricted postholder are prevented from canvassing on behalf of a political party or a person who is or seeks to be a candidate being an officer of a political party or any of its branches or a member of any of its committees or sub-committees where the duties would be likely to require: i) participation in the general management of the party or branch ; or ii) acting on behalf of the party or the branch in dealing with people other than members of the party or members of another associated political party.

It should be noted that mayoral advisors are permitted to speak to the public at large and may publish written or artistic work that gives the impression of advocating support for a political party. However, they must not give the impression that they are speaking as an authorised representative of a political party. They must not be involved in a publication that gives the impression that it is authorised by a political party.

19. Notification of Terms & Conditions

Terms and Conditions of employment referred to in this statement which are the subject of future change (by means of individual or collective agreement) will be notified in writing to the employees concerned by not later than one month following the date on which the change takes place.

PLEASE DETACH AND RETURN THIS SHEET WITH YOUR SIGNED LETTER OF ACCEPTANCE.

EMPLOYMENT RIGHTS ACT 1996

Confirmation of Receipt

I confirm that I have received a full Statement of Principal Terms and Conditions of Employment and accompanying documents in relation to my appointment with the City Council as follows:-

Post No: [REDACTED]

Post Title: Mayoral Advisor & Chief of Staff

Date of Commencement: 17th July 2017

Date on which Statement given: 30th August 2017

Department: Combined Authority

Division: Legal & Governance

Name of Employee: Thomas Hunt

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

Susan Hall

From: Kim Sawyer
Sent: 18 June 2018 21:50
To: Tom Hunt
Subject: Contract of employment
Attachments: Role of the Mayor's office.docx; Job Description Chief of Staff.docx; Mayors chief of staffJD.docx

Tom

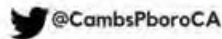
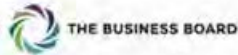
Attached is my advice on your role (Role of the Mayor's office). It explains the distinction between the various roles within the Mayor's office. It includes some advice specific to your role at the end of the advice.

I am attaching your current JD (Mayors chief of staffJD). This is contradictory as it refers to your contract being restricted under both sets of legislation even though those are intended to provide for different roles. As the structure chart is going for approval, I am suggesting that we use this opportunity to revise your job description. As you will see from my advice, the CA and the Mayor has no specific power to appoint a Mayoral team but (although untested) can rely upon the general power of competence. I am advising that if we are going to rely on this power, that we can extend that further to look at provisions of your contract which suit the Mayor and you in relation to your employment. I am proposing an initial draft contract of employment (job description Chief of Staff).

The Code of Conduct and the model contract for SPADs is available online. I have borrowed some clauses from this but we cannot simply 'borrow' this contract as it is specific to central Government in many respects.

Let's discuss so we can ensure this meets the requirements of the Mayor.

Kim Sawyer
Legal Counsel & Monitoring Officer
 kim.sawyer@cambridgeshirepeterborough-ca.gov.uk
 Tel: 07961 240684



The Cambridgeshire and Peterborough Combined Authority can be contacted via Unit 3, The Innovation, Alconbury West Enterprise Campus, Alconbury West, Huntingdon, PE28 4WX
 This email and any attachments are intended solely for the use of the addressee only, and is considered confidential. Any views or opinions expressed are solely those of the author and do not necessarily represent those of The Cambridgeshire and Peterborough Combined Authority or The Business Board. If you are not the intended recipient of this email, you may neither take any action based upon its contents, nor copy or show it to anyone without prior permission from the creator. Please contact the sender if you believe you have received this email in error.

Understanding the role of the Mayor's office

The Mayor's Office can comprise two types of supporting role:

- (1) Political advisors (e.g. SPADS in central Government or elected members)
- (2) Political or mayoral assistants (of varying seniority with the most senior role often referred to as 'Chief of Staff')

The key difference between the types of role are:

- (1) Political advisors are commonly central Government advisors to politicians (SPADS). These are referred to as 'temporary civil servants' and have restrictions placed upon their post by a Government Code of Conduct attaching to their employment contract.
- (2) Some elected members act as advisors to elected Mayors (e.g. Liverpool CA) and are often referred to as 'political advisors'. These are appointments to office, which means that they cannot be salaried. They will carry out their elected office and advise the Mayor as an addition to this elected role. They are not politically restricted and may receive an allowance.
- (3) Political or Mayoral assistants are statutory local government roles. These are politically restricted by law and have varying rules applied to restrict their activities under an employment contract.

This paper explores the roles (1) & (3) as it is intended to advise those with salaried roles within the Combined Authority.

Political / Mayoral assistants

These are the most common type of political role in local authority. These are salaried employees whose contract of employment operates under specific statutory restrictions.

Political and Mayoral advisors operate under broadly similar statutory restrictions:

- They are salaried employees, however they tend to be directly accountable to the political leader (managerial reporting lines are additional and minimal - usually to the Chief Executive)
- They are politically restricted
- They are prohibited from managing operational staff or carrying out functions of the authority which employ them

- Their employment contracts cease at the end of the term of office of the political leader

The primary difference between the political assistant and the Mayoral assistant is the salary level. Political assistants have a salary restriction which is set by law. Mayoral assistants have no such salary restriction and therefore the salary is decided by the Mayor, provided that the salary is within the budget agreed by the Combined Authority or within the Mayoral budget.

Mayoral assistants at the most senior level are often referred to a 'Chief of Staff'. To be clear however the Chief of Staff cannot manage staff of the Authority. They can manage other political advisors and any administrative support (e.g PA's) i.e the staff within the Mayor's office.

Mayoral assistants and Chief of Staff are politically restricted. The most senior Chief of Staff works in the GLA and a copy of the guidance on GLA staff (which includes specific reference to the Chief of Staff) is attached.

What do the political restrictions mean?

Employees in politically restricted posts are effectively prevented from having an active political life either inside or outside the workplace. Employees in politically restricted posts are automatically disqualified from standing for or holding elected office as:-

- Local councillor
- MP
- MEP
- Members of the Welsh Assembly
- Members of the Scottish Parliament

They are also restricted from:-

- Participating in political activities,
- publicly expressing support for a political party or undertaking other activities on behalf of a political party or someone seeking to be a candidate
- Being an officer of a political party (or any branch of a party);
- becoming a member of any committee or sub-committee where the duties might require him/her (a) to participate in the general management of the

party or the branch; or (b) to act on behalf of the party or branch in dealing with people other than members of the party or members of another associated political party.

- Speaking to the public at large or publishing any written or artistic work that could give the impression that they are advocating support for a political party or someone seeking to be a candidate; where the intention is to affect public support for a political party.

The effect of these restrictions is to prevent politics from coming into play where an employee is in a politically influential position. This could arise where an employee implements the Authority's policies, gives advice to the Board, or speaks on behalf of the Authority (as opposed to the Mayor).

The effect of these restrictions is, in essence, to limit the holder of a politically restricted post to bare membership of a political party though no active participation within the party is permitted. More recently some authorities have permitted employees to assist in canvassing provided that no contact with residents is undertaken.

Political or special advisors in Government

A **special adviser** works in a supporting role to the government. With media, political or policy expertise, their duty is to assist and advise government ministers. They are often referred to as "SPAD"s (special political advisors). Being a special advisor has become a frequent career stage for young politicians, before being elected Members of Parliament.

Special advisers are paid by central government and are styled as so-called "temporary civil servants" appointed under Article 3 of the Civil Service Order in Council 1995. They contrast with "permanent" civil servants in the respect that they are political appointees whose loyalties are claimed by the governing party and often particular ministers with whom they have a close relationship. Advisers may resign when a general election is called to campaign on behalf of their party.

A link to the Code of Conduct is below:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/579768/code-of-conduct-special-advisers-dec-2016.pdf

The model contract of employment for a special advisor is a public document (attached). It provides less political restriction whilst still observing many of the restrictions which apply to a Mayoral or political assistant (e.g. fixed term employment contracts).

The role of the CA Chief of Staff

The CA Chief of Staff has requested advice in relation to his contract of employment and the political restrictions which apply to his role. The current terms of employment relate to those which commonly apply to Mayoral assistants. The Chief of Staff would prefer terms and conditions more akin to the political restrictions which apply to SPADS.

The Cambridgeshire and Peterborough Combined Authority Order 2017 contained no provisions for the appointment of political advisors. The Mayor has therefore relied upon the general power of competence for the appointment of his Mayoral office. This is considered to be a reasonable exercise of the general power of competence as (1) support for the Mayor is considered to be essential given the separate executive powers of the Mayor from the Combined Authority (2) this is a role commonly in place within other Combined Authorities (precedent) and (3) the Mayor has recently been awarded a Mayoral capacity fund in recognition of the additional financial support required to support his role and his office.

The question therefore is, relying on the general power of competence, what restrictions ought to apply to the Chief of Staff role? Neither the political assistants legislation (Local Government and Housing Act 1989) or the Mayoral assistants regulations apply ordinarily to the Combined Authority. It is therefore arguable that the contract of employment can borrow from the available legislation to suit the circumstances required by the Mayor provided that any commonly expected political restrictions (e.g. fixed term office) are included within the contract of employment.

The proposed contract of employment is suggested

Appendix 1: Politically Restricted Posts

The Legislative Framework

1. Introduction

The key legislation:

- The Local Government Act 1972 (LGA),
- Local Government Housing Act 1989 (LGHA),
- The subsequent amendments introduced by the Local Democracy, Economic Development and Construction Act 2009 and attendant Regulations.

2. The posts

Specified posts - Part 1, s.2(1) of the LGHA.

- The Chief Finance Officer – s.151 LGA 1972 (Part 1, s.2 (6)(d) LGHA).
- Employees covered by the scheme of delegation - Part 1, s.2(1) of the LGHA and s.100G (2) of the LGA (Part 1, s.2(1)(g) (LGHA).
- Assistants to political groups - Part 1, s.2(1)(f) and s.9 LGHA.

Sensitive Posts - Part 1, s.2(3) of the LGHA .

3. Appeals Schedule 4 of the Localism Act 2011.

4. The Restrictions: Schedule 1, of the Local Government Officers (Political Restrictions) Regulations 1990.

5. Restrictions on members becoming officers s.116 LGA .

6. Restrictions on officers becoming members s.80 LGA.

7. Political Assistants s.9 LGHA.

8. Mayor's Assistants Elected Mayor and Mayor's Assistant) (England) Regulations
2002 (SI 2002/975)

Appendix 2:

Protocol for Political Restrictions on Combined Authority Employees

1. Introduction

The Combined Authority is under a duty to draw up and regularly update a list of politically restricted posts. Political restrictions on some posts are necessary in order to ensure political neutrality in support of the political leadership of the Authority.

This guidance covers the requirements set out in the relevant legislation. The legislative framework is set out in Appendix 1.

Politically restricted posts fall into two broad categories; and are either (a) specified posts or (b) posts with defined duties (known as 'sensitive posts').

2 Specified posts

The specified posts are:-

- The Head of Paid Service
- The statutory Chief Officers (the Monitoring Officer and the Chief Finance Officer)
- Non-statutory chief officers (other Directors)
- Deputy Chief Officers (officers reporting to a chief officer, excluding secretarial/clerical support)
- Employees covered by the Authority's Scheme of Delegation; whose duties also involve giving advice to committees, sub-committees or to the Mayor or speak on behalf of the Authority to journalists
- Mayoral or Political Assistants

All these post holders are politically restricted without rights of appeal for exemption.

3. Sensitive posts

A sensitive post is one which meets one or both of the following duties related criteria:

□ Giving advice on a regular basis to:-

- Any of the Authority's committees or sub-committees (the Scrutiny Officer);
- Any joint committee on which the authority are represented;
- The Mayor and/or portfolio holders (where advice is purely factual information, employees are not covered by political restrictions).
- Those who speak on behalf of the authority on a regular basis to journalists and broadcasters.

These posts can appeal to the Head of Paid Service to be exempted from the list, on the grounds that the authority has wrongly applied the criteria.

4. The Restrictions

Employees in politically restricted posts are effectively prevented from having an active political life either inside or outside the workplace. Employees in politically restricted posts are automatically disqualified from standing for or holding elected office as:-

- Combined Authority members
- Local Authority members of constituent councils
- MP
- MEPs
- Members of the Welsh Assembly
- Members of the Scottish Parliament

They are also restricted from:-

- Participating in political activities, publicly expressing support for a political party or undertaking other activities on behalf of a political party or someone seeking to be a candidate. This includes canvassing.
- Being an officer of a political party (or any branch of a party); or becoming a member of any committee or sub-committee where the duties might require him/her (a) to participate in the general management of the party or the branch; or (b) to act on behalf of the party or branch in dealing with people other than members of the party or members of another associated political party.
- Speaking to the public at large or publishing any written or artistic work that could give the impression that they are advocating support for a political party or someone seeking to be a candidate; where the intention is to affect public support for a political party. This includes giving an interview that is likely to result in the publication of statements made or opinions expressed.

The effect of these restrictions is to prevent politics from coming into play where an employee is in a politically influential position. This could arise where an employee implements the Authority's policies, gives advice to the Authority, or speaks on behalf of the Authority.

5. Appeals

(1) Specified posts – There is no right of appeal for exemption.

(2) Sensitive Posts – The Head of Paid Service has the authority to grant exemptions from political restrictions. Employees wishing to appeal should write to the Monitoring Officer setting out the reasons they feel their post should not be politically restricted; attaching a copy of their job description.

6. Restrictions on members becoming officers

A local authority cannot appoint as an employee in any capacity, any Councillor who is currently a member of that authority or who had been a member in the previous 12 months (s.116 LGA 1972)

7. Restrictions on officers becoming members

No employee, regardless of whether they are in a politically restricted post or not, may be elected or hold office as a member of the local authority by which they are employed.

An employee wishing to stand as a candidate in the CPCA area must have resigned from the Authority in writing and must be able to serve any relevant notice period before the date that they submit their nomination as a candidate in an election.

Once notice of resignation has been given it cannot normally be withdrawn without the employer's express permission. Where an employee resigns in order to seek political office, he or she should assume that the job will not be 'held open' pending the outcome of the election. An employee who resigns their service may lose their continuous service status, with implications for leave, redundancy payments and sick pay. They may wish to take advice on this before resigning.

There is no restriction on an employee who resigns a post and is unsuccessful in seeking political office from applying for the post they once occupied if it is advertised for open competition. However, continuous service may not apply.

This principle also applies to employment with certain bodies over which the authority has influence

8. Political Assistants and Elected Mayors' Assistants

Political Assistants

Whilst the 2017 Order did not specifically permit the appointment of political assistants the Mayor has relied upon the general power of competence to employ both Mayoral and Political Assistants. Where such appointments have been made, the rules relating to Mayoral and Political Assistants are deemed to apply to those

appointments (s.9 LGHA 1989) in order to meet the requirements for reliance on the general power of competence.

The following conditions and safeguards will apply:-

- The Authority may determine the Political Assistant salary; however, it must not exceed the maximum figure specified in the Local Government (Assistants to Political Groups) (Remuneration) Order 2006;
- The contract of employment must terminate at or before the annual Authority meeting following the first election after the person was appointed. Note, this does not prevent the postholder from being appointed for a further term;
- The local authority cannot delegate any Authority functions to a Political Assistant; and the Political Assistant cannot supervise another authority officer (other than when receiving secretarial or clerical support);
- Unlike other politically restricted posts, political assistants are permitted to speak to the public at large and may publish written or artistic work that gives the impression of advocating support for a political party. However, they must not give the impression that they are speaking as an authorised representative of a political party. They must not be involved in a publication that gives the impression that it is authorised by a political party.

Elected Mayors' Assistants

An elected mayor may appoint a Mayors' Assistant to provide assistance to him or her. (Elected Mayor and Mayor's Assistant) (England) Regulations 2002 (SI 2002/975). The role of the Mayor's assistant is often referred to as the Chief of Staff.

The following conditions apply:-

- A mayors' assistant will be an employee of the Authority;
- The position will be regarded as politically restricted;
- The Authority cannot delegate any Authority functions to a mayors' assistant; and the assistant cannot supervise another authority officer (other than in respect of secretarial or clerical services);

- The elected mayor may set the remuneration level within the financial resources of the authority;
- The contract of employment must terminate at the end of the mayor's term of office or the date the mayor ceases to hold office (should it end earlier than the full term).

*Note: As a mayor's assistant would not be assisting a 'political group', the maximum pay specified in the regulations does not apply and it is for the elected mayor to determine pay (having regard to the resources of the authority).

Job Description

Job title: Chief of Staff

Grade:

Directorate: Mayor's Office

Job Purpose ▪ To act as the Mayor's Chief of Staff providing leadership to the political advisors and the Mayor's Office. To advise and lead on the construction, development and delivery of the Mayor's goals, priorities and responsibilities.

- To work with the Combined Authority Board members, Chief Executives of the constituent councils to ensure that the performance of the Combined Authority meets the objectives of the Mayor

- To represent the Mayor in engaging with key stakeholders on Combined Authority policies and priorities.

- To deputise for the Mayor where appropriate .

Principal Accountabilities

1. Provide high level policy, strategic, budgetary and delivery advice to the Mayor as required.

2. Act as the Mayor's spokesperson where necessary, to ensure the Mayor's policies and priorities are actively promoted.

3. Provide leadership to the mayoral team to ensure the Mayor's priorities are being communicated and delivered effectively.
4. Work closely with the Chief Executive and Strategic Directors to ensure the most effective delivery of the Mayor's priorities.
5. Where appropriate to support the Deputy Mayor in deputising for the Mayor
6. Engage with key contacts in the Cambridgeshire and Peterborough area, the private sector, not for profit sectors, stakeholder groups and the constituent councils in support of fulfilling the job purpose
7. To lead the Communications Strategy to ensure that the public are consulted on and involved in decision-making and given real opportunities to support the delivery of the Mayor's objectives.
8. Promote and enable equality of opportunities, addressing the specific needs and aspirations of the area.

Dimensions

Accountable to: The Mayor

Accountable for: Resources and staff allocated to the Mayor's office

Principal contacts: The Mayor, the mayoral team, Head of Paid Service, senior managers of the Authority and functional bodies, central government, MP's, other statutory agencies, universities and research institutes, and voluntary bodies

Person Specification Technical requirements/qualifications/experience

1. A clear ability to act in an inspirational leadership role in support of the Mayor (and where necessary on behalf of the Mayor) in relation to policy development, advocacy and stakeholder relations
2. A successful track record of giving high level policy and strategy advice on complex or sensitive issues in a political environment at senior level.
3. Track record of leading high profile strategic projects successfully and delivering outcomes in a challenging and demanding environment
4. Experience of liaising with government ministers, senior business leaders and with the ability to influence relevant outcomes.
5. Excellent understanding of the Vision 2030 and the Mayor's objectives

Behavioural Competencies

Building and Managing Relationships ... developing rapport and working effectively with a diverse range of people, sharing knowledge and skills to deliver shared goals.

Stakeholder Focus ... consulting with, listening to and understanding the needs of public the other contacts

Communicating and Influencing ... is presenting information and arguments clearly and convincingly so that others see us as credible and articulate, and engage with us.

Strategic Thinking ... understanding of the bigger picture to uncover potential challenges and opportunities for the long term and turning these into a compelling vision for action.

Managing and Developing Performance ... setting high standards, guiding, motivating and developing staff to achieve high performance and meet the Mayor's objectives and statutory obligations.

Decision Making ... sound, evidence-based judgements, making choices, assessing risks to delivery, and taking accountability for results.

Organisational Awareness ... understanding organisational culture and politics

Responding to Pressure and Change ... flexible and adapting positively, to sustain performance when the situation changes, workload increases, tensions rise or priorities shift.

Special conditions

Notice and severance pay

You will normally be given not less than 3 months' notice in writing terminating your employment. On the expiry of such notice, your employment will terminate.

14b. Your employment will automatically terminate not later than:

- i. when the Mayor ceases to hold office in relation to which you were appointed to assist him; or
- ii. if earlier, the end of the day after the day of the Mayoral election following your appointment.

If you have been publicly identified as a candidate or prospective candidate for election to the UK Parliament, the Scottish Parliament, the National Assembly for Wales, the Northern Ireland Assembly, or the European Parliament you must resign at the start of the short campaign period ahead of the election. Officers who resign in these circumstances are not entitled to receive a severance payment.

Where a special adviser wishes to undertake work for a political party which does not arise out of Combined Authority business they may do this either in their own time, outside office hours. They may not use annual or unpaid leave for this purpose.

With the approval of the Mayor the Chief of Staff may be publicly identified as a candidate or prospective candidate for the United Kingdom Parliament,. You must carry out this new role in your own time, outside office hours, or work part-time for the Authority with a pro-rata salary. You may not use annual or unpaid leave to carry out this role. In addition, you must also refrain from any involvement in matters concerning your prospective constituency, and must resign at the start of the short campaign period ahead of the election.

i.

If you want to take part in an election or by-election or referendum campaign, you are able to do so in their own time and out of office hours. They may not use annual or unpaid leave for this purpose;

You may attend party functions, for example the Party Conference.

Job Description



**CAMBRIDGESHIRE
& PETERBOROUGH**
COMBINED AUTHORITY

Job Title: Mayoral Advisor & Chief of Staff

Grade: ■

Reports to: Elected Mayor

**Does the post
involve working
in regulated or
controlled
activity with
children or
vulnerable
adults?
CRB Check
applicable?**

Regulated **Controlled** **Neither**

Standard **Enhanced** **None**

**Is post exempt under the Rehabilitation of Offenders Act
1974 in respect of declaration of spent convictions?**

Yes **No**

**Line Management
responsibility for:**

No. of direct reports: 1

No. of indirect reports: 0

Job Purpose

Providing a broad range and high level of assistance to the Mayor. Maintaining effective liaison between the Mayor and the Combined Authority and its Chief Executive and senior officers. Working on behalf of the Mayor

a) To act as the Chief of Staff for the Mayor's Office.

- b) To manage the overall work and business management of the Mayor's Office, and management of the Mayor's Office team.
- c) To support the development and implementation of the Mayor's vision, goals, priorities and responsibilities for the Combined Authority.
- d) To ensure the timely delivery of information and support to the Mayor.
- e) To represent the Mayor in engaging with stakeholders on CA policies and priorities.
- f) To take routine (nonexecutive) decisions on behalf of the Mayor and his Office and to represent him where appropriate.

Main Duties and Responsibilities:

1. Ensure effective preparation and co-ordination of the Mayor's responsibilities, including meetings, events and visits.
2. Where appropriate write speeches, presentations, briefing notes, preparation of answers to questions and reports, to a high standard.
3. Develop and maintain good working relationships with local and regional politicians (including other CA Members), MP's, regional and central government departments and, when appropriate, liaise with them on behalf of the Mayor and his Office.
4. Research and prepare reports and briefing papers on a wide range of issues as required, including on emerging significant issues for the region (including any areas on under performance or non-delivery of priorities).
5. Ensure that matters referred to the Mayor's Office are dealt with effectively and progressed appropriately.
6. Attend meetings, working parties, panels, functions etc. in support of and/or on behalf of the Mayor and his Office.
7. Liaise with the Chief Executive, Directors, Communications Manager and others to ensure effective coordination on major issues and those affecting the Mayor's responsibilities.
8. Other duties as appropriate to the grade of the post as required.

Key Working Relationships

Works directly with, elected members, and a range of senior Officers from across the organisation. Job requires effective liaison with the Chief Executive's Office and others responsible for the dedicated support arrangements for the leadership of the CA. The postholder will be expected to develop and maintain relationships with a wide range of internal and external organisations, partners and office holders.

Contacts

Regular contact with the Mayor, Deputy Mayor of the CA, Cabinet Members, Senior Officers, MPs and MEPs and representatives of a wide range of political, commercial and voluntary organisations

CA partners and partnerships

Conservative national and local offices

The Mayor

Other Members of the Combined Authority

Senior Officers and Members of the Constituent Bodies

Officers within the Governance Team.

The Media

Other Information

- a) The post-holder is an employee of the Combined Authority, appointed under its terms and conditions, line managed by a senior officer of the Authority. The post-holder is expected to work mainly under their own discretion and initiative for the Mayor. A day-to-day programme will be assigned by the Mayor.
- b) The post-holder is expected to maintain the highest level of confidentiality and discretion at all times during the course of their work.
- c) This post is an appointment under Section 9 of the Local Government and Housing Act 1989 and The Local Authorities (Elected Mayor and Mayor's Assistant) (England) Regulations 2002. Therefore the postholder is politically restricted.
- d) The post-holder is expected to familiarise themselves with and adhere to all relevant Policies and Procedures.
- e) The post-holder must comply with the CA's Health and Safety requirements.
- f) This post is based at Ely but the postholder may be required to move their base to any other location within the Cambridgeshire & Peterborough region at a future date.
- g) Under the Local Authorities (Elected Mayor and Mayor's Assistant) (England) Regulations 2002, the post is temporary until the expiry of the Elected Mayor's term of office.

Variation Clause: This is a description of the job as it is constituted at the date shown. It is the practice of this Authority to periodically examine job descriptions, update them and ensure that they relate to the job performed, or to incorporate any proposed changes. This procedure will be conducted by the appropriate manager in consultation with the postholder.

DATE: August 2017 **COMPLETED BY:** Paul Smith

Susan Hall

From: Tom Hunt
Sent: 25 June 2018 11:22
To: Kim Sawyer
Subject: Re: Contract of employment

Thanks Kim. Apologies for earlier. The timescales are potentially quite short and it threw me a little.

Appreciate the work you've done on this. Much appreciated.

Tom

Sent from my iPhone

On 25 Jun 2018, at 11:10, Kim Sawyer <kim.sawyer@cambridgeshirepeterborough-ca.gov.uk> wrote:

Tom

To confirm our discussions this morning, I am setting out the relevant part of the Code of Conduct for Ministerial Advisors relating to your ability to act as a PPC. This email will provide the certainty you want about the clauses to be applied to your contract:

"Special advisers are exempt from the Civil Service Code requirement of political impartiality. Therefore, their involvement in political activity does not need to be restricted in the same way as it is for other civil servants.

18. In particular:

- i. with the approval of their Minister and the Prime Minister, a special adviser may be publicly identified as a candidate or prospective candidate for the United Kingdom Parliament. Special advisers who become parliamentary candidates must carry out this new role in their own time, outside office hours, or work part-time for the Government with their government salary reduced commensurately. Special advisers may not use annual or unpaid leave to carry out this role. In addition, a special adviser must also refrain in government from any involvement in matters concerning his/her prospective constituency, and they must resign as a special adviser at the start of the short campaign period ahead of the election. Special advisers who resign in these circumstances are not entitled to receive a severance payment;
- ii. if a special adviser wishes to take part in an election or by-election or referendum campaign, he/she is able to do so in their own time and out of office hours. They may not use annual or unpaid leave for this purpose;

So, in accordance with this extract from the Code of Conduct we have already secured the consent of the Mayor to you being identified as a candidate or prospective candidate. You can campaign – the qualification is that you must do so within your own time. As discussed this morning, and apologies my confusion on this – but you have to resign your position here only at the start of the short campaign period before the election, not upon selection as you would if the local government restrictions applied.

In addition you will note that you can canvass in any election or referendum, although the qualification is that you must do this in your own time.

Following our discussion and as you suggested I will provide you with a summary of all the relevant clauses of the Code of Conduct.

Please ring me if you want to discuss. Your diary is very busy this week so perhaps a telephone call may suit better.

Kim Sawyer
 Legal Counsel & Monitoring Officer
 T: 07961 240684
 Cambridgeshire & Peterborough
 Combined Authority

From: Kim Sawyer
Sent: 18 June 2018 21:50
To: Tom Hunt <tom.hunt@cambridgeshirepeterborough-ca.gov.uk>
Subject: Contract of employment

Tom

Attached is my advice on your role (Role of the Mayor's office). It explains the distinction between the various roles within the Mayor's office. It includes some advice specific to your role at the end of the advice.

I am attaching your current JD (Mayors chief of staffJD). This is contradictory as it refers to your contract being restricted under both sets of legislation even though those are intended to provide for different roles. As the structure chart is going for approval, I am suggesting that we use this opportunity to revise your job description. As you will see from my advice, the CA and the Mayor has no specific power to appoint a Mayoral team but (although untested) can rely upon the general power of competence. I am advising that if we are going to rely on this power, that we can extend that further to look at provisions of your contract which suit the Mayor and you in relation to your employment. I am proposing an initial draft contract of employment (job description Chief of Staff).

The Code of Conduct and the model contract for SPADs is available online. I have borrowed some clauses from this but we cannot simply 'borrow' this contract as it is specific to central Government in many respects.

Let's discuss so we can ensure this meets the requirements of the Mayor.

<image001.jpg>

Susan Hall

From: Kim Sawyer
Sent: 30 September 2018 19:50
To: Tom Hunt
Cc: John Hill
Subject: RE: Contract
Attachments: Role of the Chief of Staff.docx; Chief of Staff JD.docx

Tom

I am attaching a short summary of why you are permitted to be a prospective parliamentary candidate without having to resign your position.

The 'role of the Chief of Staff' note may be legalistic, but it needs to explain why the ordinary local government rules do not apply to your role. In summary your role has the same political restrictions which apply to Ministerial special advisors, as discussed with you previously. These apply by virtue of your contractual arrangements with the Combined Authority.

I have also converted your contract into the new Combined Authority format which now includes the Code of Conduct as an integrated part of the JD.

Please ring me in the morning if you have any queries.

Kim Sawyer
Legal Counsel & Monitoring Officer
T: 07961 240684

Cambridgeshire & Peterborough
Combined Authority

-----Original Message-----

From: Tom Hunt
Sent: 30 September 2018 16:15
To: Kim Sawyer <kim.sawyer@cambridgeshirepeterborough-ca.gov.uk>
Subject: Re: Contract

Thanks kim. [REDACTED]

Tom

Sent from my iPhone

> On 30 Sep 2018, at 16:14, Kim Sawyer <kim.sawyer@cambridgeshirepeterborough-ca.gov.uk> wrote:

>

> Tom

>

> I have been working on this today so can send you something this evening which we can discuss tomorrow. [REDACTED]

[REDACTED]

>

> Kim Sawyer

> Legal Counsel & Monitoring Officer

> T: 07961 240684

>
> Cambridgeshire & Peterborough
> Combined Authority
>
>
> -----Original Message-----
> From: Tom Hunt
> Sent: 30 September 2018 15:06
> To: Kim Sawyer <kim.sawyer@cambridgeshirepeterborough-ca.gov.uk>
> Subject: Contract
>
> Hi Kim,
>
> I think we are probably going to have to get this sorted ASAP. I'm at conference so we won't be able to meet in person to discuss but I can talk to you over the phone.
>
> Imagine a legal note will need to be sent to John.
>
> Tom
>

Role of the Mayor's Chief of Staff

The Mayor's Chief of Staff is not a politically restricted post under the Local Government and Housing Act 1989, however the contract of employment does contain political restrictions which mirror those of special advisors to Ministers (SPADS).

The Cambridgeshire and Peterborough Combined Authority is a local authority for the purposes of the Local Government and Housing Act 1989. Tom Hunt was originally employed under the 1989 Act under a contract which mirrored the political assistant role within section 9 of the Act. Its purpose was to establish a Mayor's office which would provide specific assistance to the Mayor.

In August 2017, the Mayor's office required considerably more senior support than could be provided by a single political assistant. A new, additional role of 'Chief of Staff' was created and the former political assistant role was advertised and filled by a replacement officer.

Consideration was given to what political restrictions ought to be applied to the Chief of Staff role. There were four possibilities:

- (1) Apply the same restrictions that apply to the political assistant role (although technically the provisions do not apply to the Combined Authority as it currently has no political groups)
- (2) Apply the same restrictions as apply to a Mayoral assistant role (Local Authorities (Elected Mayor and Mayor's assistant) (England) Regulations 2002, (although this legislation is also not directly applicable to Mayoral Combined Authorities), or
- (3) Apply other restrictions under contractual arrangements with the Chief of Staff
- (4) Apply no political restrictions

Whilst the Chief of Staff role is not unique in local government, the Mayoral model is unique having only come into being in March 2017. It should be noted that the political restrictions under s.9 Local Government and Housing Act 1989 did not automatically apply as the post does not fulfil any of the following criteria:

List of politically restricted posts under s.9 LGHA 1989

- (a) the head of the authority's paid service;
- (b) the statutory chief officers;
- (c) a non-statutory chief officer;
- (d) a deputy chief officer;

- (e) the monitoring officer;
- (f) any person holding a post under section 9 (political assistant); and
- (g) any person not falling within paragraphs (a) to (f) above whose post is for the time being specified by the authority in a list of politically restricted posts

Equally the Local Authorities (Elected mayor and Mayor's Assistants) (England) Regulations 2002 have no direct application as they relate to local authorities operating executive arrangements.

It was not considered appropriate that no political restrictions should apply to the post as, at the very least, the role could only continue for the duration of the Mayor's term of office.

Therefore in the absence of any statutory rules applicable to the post of Chief of Staff, any political restrictions which may be considered to apply, are a matter for contractual agreement.

The Chief of Staff was invited to give views on the development of the contract and considered that the role was more akin to the role of Government 'special advisor'. This role is otherwise known as a 'temporary civil servant' whose term of office mirrors that of the Minister whom they serve. The role is, to all intents and purposes, a civil servant, except that it contains unique clauses which reflect the role the special advisor plays in supporting the political aspects of the Minister's role in a manner which ordinary civil servants are not permitted.

Consideration was given to the Code of Conduct which applies to special advisors and the political restrictions rules applying to the post. These were considered most suited to the role as the Chief of Staff occupies that unique role of supporting the key political ambitions of the Mayor whilst bridging the gap between the Mayor's office and the Combined Authority officer team.

Of particular note in this Code of Conduct is that the Chief of Staff, like a special advisor, can be permitted to be a prospective Parliamentary candidate but must resign his post immediately upon his official candidature being announced.

It was recognised very early that application of the ordinary political restriction rules to the Chief of Staff role was unsuited to the requirements of the role. The Chief of Staff occupies a singular position and therefore applying the ordinary political restrictions would be unnecessarily artificial.



JOB DESCRIPTION

Role	Chief of Staff
Reports to	Mayor

Context

The Combined Authority is a new organisation, established in March 2017, with a vision to make Cambridgeshire & Peterborough the leading **place in the world to learn, live and work**.

A lean, agile and effective organisation, we focus on delivering key ambitions for the Mayoral Combined Authority which include:

- doubling the size of the local economy
- accelerating house building rates to meet local and UK need
- delivering outstanding and much needed connectivity in terms of transport and digital links
- providing the UK's most technically skilled workforce
- transforming public service delivery to be much more seamless and responsive to local need
- growing international recognition for our knowledge-based economy
- improving the quality of life by tackling areas suffering from deprivation.

This role is a key strategic appointment.

Job Purpose

To act as Chief of Staff of Mayor's office. To build and expand the profile of the Mayor's office with Government, regionally and with local constituent councils. To communicate the Mayor's priorities and articulate these through a communications strategy.

Core Focus





Key Responsibilities

1. Advise on key strategic areas
2. Develop a communications strategy to raise the profile of the Mayor and his priorities, goals and vision.
3. Identify and create the means to liaise with Government to further the Mayor's priorities and raise the profile of the Combined Authority area
4. Generate opportunities for the Mayor to promote the Combined Authority and the area through targeted regional events and with local MP's.
5. Build alignment between the Mayor's priorities and its relationships with the constituent councils.
6. Research and prepare reports and briefing papers on a wide range of issues as required, including on emerging significant issues for the region
7. Facilitate the work of the Mayor by leading an effective support team

Core Responsibilities

- Strategy, policy and plans, of particular note the Mayor's communications strategy
- Oversight of delivery of the Mayor's priorities
- Development of effective working relationships with key stakeholders / local organisations.
- Adherence to Combined Authority's assurance framework in all programmes and activity
- Leading a high performing team
- Represent the Mayor on appropriate internal and external bodies



Person Specification

Leadership Behaviours

- Acutely political aware – able to assimilate and navigate political contexts with skill
- Motivated – driven by personal and organisational achievement
- Highly adaptable - to changing circumstances and demands
- Expansive, creative business thinker – thinks outside ‘tried and tested’ models or approaches
- Exceptional communicator and relationship-builder that generates confidence in colleagues, members and senior business stakeholders
- Collaborative – works productively with peers, team and others
-

Qualifications and Knowledge

- Skill in diplomacy
- Representational gravitas
- Detailed knowledge of Government and regional political figures
- Thorough understanding of national and local development ambitions, targets and measures
- Broad appreciation of the agendas of organisations working in the same or related space
- Degree level or equivalent standard of general education/equivalent business experience

Experience

- Successful track record of political relations
- Senior management level within an organisation of comparable scope and complexity
- Demonstrable understanding of key international and local government politics, political structures and culture
- Proven track record and demonstrable credibility in developing strong, productive partnerships
- Experience and demonstrable success in managing change
- A successful track record of engaging effectively with others at a senior level and building productive partnerships with key stakeholders.
- Extensive experience of working in a complex partnership environment

Political Restriction

This post is exempt from the political restrictions under the Local Government and Housing Act 1989. The contract of the postholder has specific political restrictions which are similar to those of a special advisor to Government and are outlined in the attached Code of Conduct.

CODE OF CONDUCT FOR CHIEF OF STAFF

Political Code

1. The Chief of Staff is the lead officer for the Mayor's office. Similar to the role of special advisor to a Minister, the role adds a political dimension to the advice and assistance available to the Mayor from within a politically restricted post. Given the unique status of this role, this Code of Conduct provides guidance on the political restrictions of this post and should be read in conjunction with the job description and the statutory provisions which apply to the post. This Code of Conduct mirrors the Code of Conduct for special advisors to Ministers.
2. The primary purpose of the role is to help Mayor on matters where the work of the Mayor and the Combined Authority overlap and where it would be inappropriate for officers to become involved.

Role

3. In order to provide effective assistance to the Mayor, the Chief of Staff should work closely with the Chief Executive, Directors and other officers to establish mutual relationships of confidence and trust. Among other things, Chief of Staff may:
 - give assistance on any aspect of Mayoral business;
 - undertake long term policy thinking and contribute to policy planning within the Authority;
 - write speeches and undertake related research, including adding party political content on behalf of the Mayor to material prepared by officers;
 - liaise with the Party to brief them on issues relating to Mayoral policy;
 - represent the views of the Mayor to the media, where they have been authorised by the Mayor to do so; and
 - liaise with outside interest groups (including those with a political allegiance).
4. In working with other officers, the Chief of Staff can, on behalf of the Mayor:
 - convey to officials the Mayor' views, instructions and priorities, including on issues of presentation. In doing so, they must take account of any priorities Mayor have set;
 - request officials to prepare and provide information and data, including internal analyses and papers;
 - hold meetings with officials to discuss the advice being put to Mayor; and
 - review and comment on – but not suppress or supplant – advice being prepared for Mayor by officers.

5. But the Chief of Staff must not:
 - ask officers to do anything which is inconsistent with their obligations under their contract of employment, in particular their political restrictions or behave in a way which would be inconsistent with standards set by their employing department;
 - authorise expenditure of public funds or have responsibility for budgets;
 - exercise any power in relation to the management of any part of the Combined Authority, except in relation to a political assistant or administrative support in the Mayor's office, or
 - otherwise exercise any statutory power.
6. In order to enable the Chief of Staff to work effectively, the Chief Executive should allocate administrative officers to provide support. The Chief of Staff is able to give direction to such officers in relation to their day-to-day work, and their views should be sought as an input to performance appraisals. However, the Chief of Staff should not be involved in the line management of Combined Authority officers or in matters affecting an officer's career, such as recruitment, promotion, reward and discipline, or have access to personnel files of officers.
7. The Chief of Staff is not entitled to have access to sensitive reports unless cleared by the Monitoring Officer. Subject to this exception and the one mentioned above in relation to personnel files, Chief of Staff may, at the discretion of the Mayor, have access to all papers submitted to the Mayor.

Status and conduct

8. The Chief of Staff is an officer appointed in accordance with the political restrictions set out in this contract. The Chief of Staff is bound by the standards of integrity and honesty required of all officers as set out in the Combined Authority's constitution. However, they are exempt from the general requirement that officers should be appointed on merit and behave with impartiality and objectivity.
9. The appointment of the Chief of Staff requires the approval of the Mayor. Their appointment ends at the end of the Mayoral term which appointed them or when the Mayor leaves office. The responsibility for the management and conduct of the Chief of Staff, including discipline, rests with the Mayor who made the appointment. It is also the Mayor's responsibility to ensure that their Chief of Staff adheres to this Code of Conduct. It is, of course, also open to the Mayor to terminate employment at any time.
10. The Chief of Staff should act in a way which upholds the political impartiality of other officers. They should not use official resources for party political activity. They are employed to serve the objectives of the Mayor for whom they work.
11. The Chief of Staff should not disclose official information which has been communicated in confidence or received in confidence from others. The preparation or dissemination of inappropriate material or personal attacks has no part to play in the job of being a Chief of

Staff as it has no part to play in the conduct of public life. If the Chief of Staff is found to be disseminating inappropriate material they will be subject to a disciplinary process that may include dismissal.

Contacts with the media

12. The Chief of Staff, when authorised, are able to represent the Mayor's views on policy to the media with a degree of political commitment that would not be possible for other officers. However, briefing on purely party political matters must be handled by the Mayor or the political party.
13. All contacts with the media should be authorised by the Mayor and conducted in accordance with the Local Authority Recommended Code of Practice for Local Authority Publicity.
14. The Chief of Staff must not take public part in political controversy, through any form of statement whether in speeches or letters to the press, or in books, social media, articles or leaflets. They must observe discretion and express comment with moderation, avoiding personal attacks.

Transparency

15. The Chief of Staff is required to declare details of gifts and hospitality received in accordance with the rules set out in the constitution. The Combined Authority website includes information about gifts and hospitality received by members and officers. Information will be published annually in the accounts about the cost of the Chief of Staff.

Involvement in politics in a private capacity: national political activities

16. Where a Chief of Staff wishes to undertake work for a political party which does not arise out of Combined Authority business they may do this either in their own time, or outside office hours. They may not use annual or unpaid leave for this purpose.
17. The following sets out the application of the political restrictions to the Chief of Staff. In particular:
 - i. with the approval of the Mayor, the Chief of Staff may be publicly identified as prospective candidate for the United Kingdom Parliament. A Chief of Staff who becomes a prospective parliamentary candidate must carry out this new role in their own time, outside office hours, or work part-time with their salary reduced commensurately. The Chief of Staff may not use annual or unpaid leave to carry out this role. In addition, the Chief of Staff must also refrain in work from any involvement in matters concerning his/her prospective constituency, and they must resign as the Chief of Staff once their candidature is officially announced, which is at the start of the short campaign period ahead of the election. If the Chief of Staff resigns in these circumstances they are not entitled to receive a severance payment;

- ii. if the Chief of Staff wishes to take part in an election or by-election or referendum campaign, he/she is able to do so in their own time and out of office hours. They may not use annual or unpaid leave for this purpose;
- iii. The Chief of Staff is able to attend party functions, for example the Party Conference.

The above provisions also apply in relation to candidature to the devolved Parliaments and Assemblies, and the European Parliament.

Involvement in politics in a private capacity: local political activities

- 19. With the approval of the Mayor, the Chief of Staff may undertake some local political activity. They must comply with any conditions laid down by the Mayor and must at all times observe discretion, take care to express comment with moderation and avoid personal attacks.

Leaving the Combined Authority

- 21. The Chief of Staff must continue to observe their duties of confidentiality after they have left their employment as a special adviser.

CONTRACT OF EMPLOYMENT

between

THE CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

and

Thomas Hunt

EMPLOYMENT RIGHTS ACT 1996

WRITTEN STATEMENT OF EMPLOYMENT PARTICULARS

APPOINTMENT OF:

Mayors Chief of Staff

CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

I set out below the terms and conditions of employment which will apply to your appointment to the above role. The effective date for your appointment is 17 July 2017. This is a fixed term contract until the expiry of the Mayor's term of office.

The principal terms and conditions of your appointment are as follows:

1. EMPLOYER ARRANGEMENTS

You will be employed by Cambridgeshire and Peterborough Combined Authority

Your terms and conditions of service are as set out in the document.

2. REMUNERATION

Your salary will be [REDACTED]

You will be paid calendar monthly on the 28th of each month, in twelve equal payments by credit transfer to a bank or building society of your choice. For any month where the 28th of the month falls on a weekend or bank holiday, the payday will be the preceding standard working day.

Every effort will be made to make accurate salary and other payments to you on the due date. Should an overpayment occur or should you owe monies to the Cambridgeshire & Peterborough Combined Authority in connection with your employment, the Combined Authority reserves the right to require you to repay (normally by deduction from salary) any overpayment or any other sums owed by you to your employer.

3. PROBATIONARY PERIOD

The probationary period does not apply in this instance. Regular reviews should form a part of the employment process.

4. DUTIES AND RESPONSIBILITIES

Your duties and responsibilities are as detailed in the Job Description which is attached to this statement.

5. LOCATION

You will be based at the Mayor's Office, Market Street, Ely. You may, however be required to work at any alternative premises within the Peterborough and Cambridgeshire area.

6. PERIOD OF CONTINUOUS SERVICE

Your period of continuous service with this authority for statutory employment rights dates is 17 July 2017.

7. HOURS OF WORK

The normal weekly working hours are 37 worked Monday - Friday.

You may be required to attend meetings of the Combined Authority, and any other committees and meetings as will be determined by the Mayor.

8. LEAVE

- a) This will be a total of 25 days for a full leave year. The leave period is from April to March.

- b) Public Holidays

You are entitled to a holiday with a normal day's pay for each of the statutory, general and public holidays as they occur each year.

9. SICK PAY

In the event of your absence from work due to sickness, your entitlement and obligations are as per the scheme agreed by the Combined Authority's Employment Committee.

10. EXPENSES

The Combined Authority will pay you all approved out-of-pocket expenses in accordance with the Travel & Subsistence policy.

11. USE OF MOTOR CAR FOR BUSINESS PURPOSES

If you are required to use your car for business use then you will be reimbursed in accordance with the Travel & Subsistence policy providing all the criteria outlined in the policy are met. Your car will need to be insured for business purposes. Car Mileage rates paid will be based on HMRC approved amounts. Currently this is 45p per mile for the first 10,000 miles pa and 25p per mile thereafter.

The Staff Travel Plan aims to encourage sustainable travel patterns by promoting alternative methods of transport such as walking, cycling and all forms of public transport. A cycle allowance is available for approved business mileage. A cycle loan may be available in approved cases.

12. GRIEVANCE POLICY AND PROCEDURE

If you have a grievance relating to your employment you should, in the first instance raise the matter with your line manager. Any grievance will be dealt with in accordance with Combined Authority policies and procedures.

13. PENSION SCHEME

Membership of the Local Government Pension Scheme is automatic for all employees aged below 75 years with a contract of three months or more. However, you do have the right to opt out. The LGSS Pensions Service administers the Scheme on your behalf.

Your contribution rate will be fixed by your actual pensionable pay and will commence from your first pay day. A short guide to the LGPS is available via the following link: <http://pensions.cambridgeshire.gov.uk/wp-content/uploads/2012/06/Short-Guide-to-LGPS-20141.pdf>

Attached is:-

- A Membership* form - you must complete and return this form as soon as possible. This form asks you to disclose previous public service pension rights.
- An expression of wish* form

*These forms should be returned to: LGSS Pensions Service, PO Box 202, John Dryden House, 8-10 The Lakes, Northampton, NN4 7YD.

IMPORTANT: If you wish to opt out, you must contact the Pensions Service directly or visit the LGSS Pensions website for the opt out form (OPTOUT). This must be undertaken as quickly as possible. Failure to do so will mean contributions will be deducted from your salary.

The contact details are:

- Website: <http://pensions.cambridgeshire.gov.uk>
- LGSS telephone number: 01223 715445

Please note, however, that you will not be able to sign and date the opting out form until, at the earliest, the first day of membership of the scheme. If you make a valid option out within 3 months of being enrolled into the LGPS you will be treated as not having become an active member of the scheme on that occasion and any contributions paid by you will be refunded via the payroll. If you opt out after then you will be entitled to whatever pension benefits are due under the rules of the LGPS. The form should be completed, and returned to Business Support HR (Serco), Manor Drive, Paston Parkway, Peterborough, PE4 7AP. Alternatively you may submit the form via email stating that "I confirm I personally submitted this notice to opt out of a workplace pension scheme" to hrsupport@peterborough.gov.uk.

The LGPS fund in which you will participate is provided by Cambridgeshire County Council. The LGPS is a registered public service scheme under Chapter 2 of Part 4 of the Finance Act 2004 and I am pleased to confirm that it is a qualifying pension scheme for automatic enrolment purposes, which means it meets the government's standards. The scheme complies with the relevant provisions of the Pension Schemes Act 1993, the Pensions Act 1995, the Pensions Act 2004, the Pensions Act 2008 and is contracted-out of the State Second Pension (S2P) scheme. Whilst you are a member of the LGPS you will be contracted-out of the State Second Pension (S2P) scheme.

- We must continue to maintain your membership of the LGPS (unless you personally choose to opt out of membership of the scheme or cease to be eligible for membership), and we must ensure the scheme continues to meet certain Government standards.
- If you remain a member of the LGPS and we were to ever cease to offer you membership of the scheme, or you cease to be eligible for membership of it whilst in our employment, or the scheme is changed in such a way that it no longer meets the Government standards we would, if you are under age 75 and earn more than £5,668 (current figure), immediately have to put you into another scheme that meets those Government standards.

14. POLITICAL RESTRICTIONS

CODE OF CONDUCT FOR CHIEF OF STAFF

Political Code

1. The Chief of Staff is the lead officer for the Mayor's office. Similar to the role of special advisor to a Minister, the role adds a political dimension to the advice and assistance available to the Mayor from within a politically restricted post. Given the unique status of this role, this Code of Conduct provides guidance on the political restrictions of this post and should be read in conjunction with the job description and the statutory provisions which apply to the post. This Code of Conduct mirrors the Code of Conduct for special advisors to Ministers.
2. The primary purpose of the role is to help the Mayor on matters where the work of the Mayor and the Combined Authority overlap and where it would be inappropriate for officers to become involved.

The Role

3. In order to provide effective assistance to the Mayor, the Chief of Staff should work closely with the Chief Executive, Directors and other officers to establish mutual relationships of confidence and trust. Among other things, Chief of Staff may:
 - i. give assistance on any aspect of Mayoral business;
 - ii. undertake long term policy thinking and contribute to policy planning within the Authority;
 - iii. write speeches and undertake related research, including adding party political content on behalf of the Mayor to material prepared by officers;
 - iv. liaise with the Party to brief them on issues relating to Mayoral policy;
 - v. represent the views of the Mayor to the media, where they have been authorised by the Mayor to do so; and
 - vi. liaise with outside interest groups (including those with a political allegiance).

4. In working with other officers, the Chief of Staff can, on behalf of the Mayor:
 - i. convey to officials the Mayor' views, instructions and priorities, including on issues of presentation. In doing so, they must take account of any priorities Mayor have set;
 - ii. request officials to prepare and provide information and data, including internal analyses and papers;
 - iii. hold meetings with officials to discuss the advice being put to Mayor; and
 - iv. review and comment on – but not suppress or supplant – advice being prepared for Mayor by officers.

5. But the Chief of Staff must not:
 - i. ask officers to do anything which is inconsistent with their obligations under their contract of employment, in particular their political restrictions or behave in a way which would be inconsistent with standards set by their employing department;
 - ii. authorise expenditure of public funds or have responsibility for budgets;
 - iii. exercise any power in relation to the management of any part of the Combined Authority, except in relation to a political assistant or administrative support in the Mayor's office, or
 - iv. otherwise exercise any statutory power.

6. In order to enable the Chief of Staff to work effectively, the Chief Executive should allocate administrative officers to provide support. The Chief of Staff is

able to give direction to such officers in relation to their day-to-day work, and their views should be sought as an input to performance appraisals. However, the Chief of Staff should not be involved in the line management of Combined Authority officers or in matters affecting an officer's career, such as recruitment, promotion, reward and discipline, or have access to personnel files of officers.

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Status and conduct

8. The Chief of Staff is an officer appointed in accordance with the political restrictions set out in this contract. The Chief of Staff is bound by the standards of integrity and honesty required of all officers as set out in the Combined Authority's constitution. However, they are exempt from the general requirement that officers should be appointed on merit and behave with impartiality and objectivity.
9. The appointment of the Chief of Staff requires the approval of the Mayor. Their appointment ends at the end of the Mayoral term which appointed them or when the Mayor leaves office. The responsibility for the management and conduct of the Chief of Staff, including discipline, rests with the Mayor who made the appointment. It is also the Mayor's responsibility to ensure that their Chief of Staff adheres to this Code of Conduct. It is, of course, also open to the Mayor to terminate employment at any time.
10. The Chief of Staff should act in a way which upholds the political impartiality of other officers. They should not use official resources for party political activity. They are employed to serve the objectives of the Mayor for whom they work.
11. The Chief of Staff should not disclose official information which has been communicated in confidence or received in confidence from others. The preparation or dissemination of inappropriate material or personal attacks has no part to play in the job of being a Chief of Staff as it has no part to play in the conduct of public life. If the Chief of Staff is found to be disseminating inappropriate material they will be subject to a disciplinary process that may include dismissal.

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Transparency

15. 15. The Chief of Staff is required to declare details of gifts and hospitality received in accordance with the rules set out in the constitution. The Combined Authority website includes information about gifts and hospitality received by members and officers. Information will be published annually in the accounts about the cost of the Chief of Staff.

Involvement in politics in a private capacity: national political activities

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 - a. with the approval of the Mayor, the Chief of Staff may be publicly identified as prospective candidate for the United Kingdom Parliament. A Chief of Staff who becomes a prospective parliamentary candidate must carry out this new role in their own time, outside office hours, or work part-time with their salary reduced commensurately. In addition, the Chief of Staff must also refrain in work from any involvement in matters concerning his/her prospective constituency, and they must resign as the Chief of Staff once their candidature is officially announced, which is at the start of the short campaign period ahead of the election. If the Chief of Staff resigns in these circumstances they are not entitled to receive a severance payment;
 - b. if the Chief of Staff wishes to take part in an election or by-election or referendum campaign, he/she is able to do so in their own time and out of office hours.
 - c. The Chief of Staff is able to attend party functions, for example the Party Conference.
 - d. The above provisions also apply in relation to candidature to the devolved Parliaments and Assemblies, and the European Parliament.

Involvement in politics in a private capacity: local political activities

With the approval of the Mayor, the Chief of Staff may undertake some local political activity. They must comply with any conditions laid down by the Mayor and must at all times observe discretion, take care to express comment with moderation and avoid personal attacks.

Leaving the Combined Authority

The Chief of Staff must continue to observe their duties of confidentiality after they have left their employment as a special adviser.

15. EMERGENCY PLANNING

The post holder will undertake appropriate duties in accordance with the Combined Authority's statutory duties for emergency planning relevant at the time.

16. TERMINATION ARRANGEMENTS

- a) The length of notice you are entitled to receive to terminate your employment is:-
 - i. summary dismissal without notice, in the event of Gross Misconduct. No such decision will be made until the Disciplinary Procedure has been applied. Suspension from duty with no loss of pay will precede any action in this matter.
 - ii. one month for any other reason
- b) The notice you are required to give to terminate your employment is one month.

17. SMOKE FREE POLICY

The Constituent Bodies of the Combined Authority operate a No Smoking Policy, which involves a total ban on all smoking in all buildings and owned or leased vehicles.

18. OTHER CONDITIONS OF SERVICE

These terms are locally determined and not subject to the NJC conditions except where specifically stated. Locally determined terms and conditions may be introduced or varied following individual or collective agreement.

19. POLICIES

Principal Local Agreements formulated directly affecting other terms and conditions of your employment currently cover:

Code of Conduct for employees

Equalities & Diversity Policy

Health & Safety Policy

ICT Policy

ICT Private Usage Policy

Mobile Telephone Policy

Redundancy Policy

Self Disclosure Policy

Social Media Policy

Training & Development Policy

Travel & Subsistence Policy

Whistle blowing Policy

Work life Balance Policy

These policies and procedures do not form part of your contract of employment and are subject to consultation and may be amended, withdrawn or replaced by the Combined Authority from time to time.

20. DATA PROTECTION

The Combined Authority is a registered Data Controller for the purposes of the Data Protection Act 1998 (the Act). It is the responsibility of all staff to be aware of and comply with the Combined Authority's policies and procedures relating to the lawful processing of data in accordance with the Act. Failure to comply with these policies and procedures may result in disciplinary action and, in serious cases, dismissal and / or prosecution.

21. DISCLOSURE

It is a condition of this appointment that this post will be subject to disclosure of Senior Employees' salary and Pension payments and entitlements in public accounts. By accepting this post, you are agreeing to disclosure of this information.

22. CONFIDENTIALITY

Confidential Information is information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the Combined Authority, its constituent authorities, its clients, customers, products, affairs and finances for the time being confidential and trade secrets, including, without limitation, technical data and know-how relating to the business of the Combined Authority, its constituent authorities or any of its suppliers, clients, customers, agents, distributors, shareholders or management that are created, development, received or otherwise obtained whether or not such information is marked as confidential.

You must not whether during or after your employment, except as authorised or required in the proper course of your duties as an employee of the Combined Authority or as required by law, reveal to any person, or organisation or otherwise copy or make use of any Confidential Information (other than that which is or comes into the public domain other than through an unlawful disclosure on your part) which may come to your knowledge during your employment. Further, you shall be responsible for protecting the confidentiality of the Confidential Information and shall use your best endeavours to prevent the use or communication of any Confidential Information by any person, company or organisation (except in the proper course of their duties or as required by law) and inform the Monitoring Officer immediately upon becoming aware or suspecting that there has been any unlawful or unauthorised use of it.

All Confidential Information and copies shall be the property of the Combined Authority and on the termination of this Agreement or during the appointment, you shall hand over and/or irretrievably delete all Confidential Information or copies if requested.

Nothing in this clause will prevent you from disclosing information to comply with a Court Order, from complying with any statutory obligation on you to disclose information or from making a protected disclosure under the Public Interest Disclosure Act 1998.

23. NOTIFICATION OF CHANGES TO TERMS AND CONDITIONS

Terms and conditions of employment referred to in this statement which are the subject of future change (by means of individual or collective agreement) will be notified in writing to

the employees concerned by not later than one month following the date on which the changes take place.

If you accept this appointment, this document will constitute the written statement of terms and conditions of your employment in accordance with the Employment Rights Act 1996. Please sign the enclosed copy to indicate your acceptance of the appointment, your receipt of the written statement and return it to me at the above address.

PLEASE DETACH AND RETURN THIS SHEET WITH YOUR SIGNATURE

EMPLOYMENT RIGHTS ACT 1996

Confirmation of Receipt

I confirm that I have received a full Statement of Written Principal Terms and Conditions of Employment and accompanying documents in relation to my appointment with Combined Authority as follows:-

Post Title: Chief of Staff

Name: Thomas Hunt

Signature

Date