



Police, Fire and Crime Panel Report

PFCC report on preferred Chief Fire Officer/Chief Executive Candidate

I am required (by Article 5 of Part 2, Chapter 1 to the Fire and Rescue Authority [Police and Crime Commissioner] (Application of Local Policing Provisions, Inspection, Powers to Trade and Consequential Amendments) Order 2017) to submit, in connection with my appointment of a Chief Fire Officer/Chief Executive, a report to the Police, Fire and Crime Panel for North Yorkshire and the City of York setting out:

- The name of the person I am proposing to appoint to the role (“the candidate”);
- The criteria that were used to assess the suitability of the candidate for the appointment;
- Why the candidate satisfies those criteria; and
- The terms and conditions on which the candidate is to be appointed.

Preferred candidate

My preferred candidate for appointment to the statutory role of Chief Fire Officer/Chief Executive for North Yorkshire Fire and Rescue Service is Andrew Brodie, who is currently the Assistant Chief Fire Officer at Leicestershire Fire and Rescue Service.

Suitability of the candidate

Context

Following the announcement of the retirement of the current interim Chief Fire Officer/Chief Executive research was undertaken with the Chairman of the National Fire Chiefs Council, taking cognisance of the independent review provided by Dave Etheridge OBE (former Chief Officer of Oxfordshire Fire and Rescue Service), to develop a new proposed salary for the Chief Fire Officer/Chief Executive. After assessing the Principal Officer structure, proposals have been made by Dave Etheridge on the role and salary for the future structure which deliver both efficiencies and savings for North Yorkshire Fire and Rescue Service. Dave Etheridge’s findings for the Chief Fire Officer/Chief Executive role for North Yorkshire Fire and Rescue Service highlighted that the current Chief Fire Officer in North Yorkshire is one of the highest paid Chief Fire Officers in the UK. After reviewing the national picture and developing the Transform 2020 work, yet to be implemented, there is a very strong case for reducing the pay of the Chief Fire Officer role. Having an interim Chief Fire Officer/Chief Executive in post during this period of change over the next 12 months at the salary proposed would be in line with the proposals set out from work conducted by Dave Etheridge.

Considering Dave Etheridge’s report and the wider Transform 2020 programme it was agreed an interim Chief Fire Officer/Chief Executive post would be the most appropriate solution in the short-term. The post was therefore advertised up to 12 months at the salary proposed from the independent review carried out by Dave Etheridge at a reduced rate of £113,605.50 compared to the last permanent Chief Fire Officer/Chief Executive of £155,081.00 (basic salary).

Criteria used to assess suitability

Andrew Brodie was offered the position of Chief Fire Officer/Chief Executive for North Yorkshire Fire and Rescue Service on 21 December 2018, following a comprehensive assessment during December 2018.

The application process involved:

- Advertisement (locally and nationally via the National Fire Chiefs Council)
- Informal engagement with candidates about the secondment opportunity
- Formal application by CV and Covering Letter. The Covering Letter to include the following essential criteria:
 - a. Confirmation that you hold a Nationally Recognised Gold Command Fire & Rescue Service Operational Qualification
 - b. Confirmation that, should you be offered the position, your current Chief Fire Officer is content that you are seconded to North Yorkshire from early January
 - c. Why you are applying for the role
 - d. How you meet the requirements of the North Yorkshire, Chief Fire Officer Role profile – specifically making reference to the three key competency areas below:
 - i. Deliver, Support & Inspire
 - ii. Innovative & Open-minded
 - iii. Collaborative
- Shortlisting of candidates
- Presentation and structured interview Panel consisting of; Julia Mulligan (PFCC), Lisa Winward (Chief Constable of North Yorkshire Police), Cllr Ian Gillies (Leader of City of York Council), Cllr Gareth Dadd (Hambleton District Council) and Martin Blunden, Independent Technical Advisor to the Panel (Deputy Chief Fire Officer at South Yorkshire Fire and Rescue Service)
- Post offered

Additional information on the criteria of the Chief Fire Officer/Chief Executive role is available at Appendices A to C, detailed below:

- Appendix A - Advert for the post of Chief Fire Officer/Chief Executive
- Appendix B - Role Profile for the post of Chief Fire Officer/Chief Executive
- Appendix C - Competency and Values Framework for role of Chief Fire Officer/Chief Executive

How the candidate satisfied the criteria

Andrew Brodie has operated in three fire and rescue services where he has progressed to the role of Assistant Chief Fire Officer. The work Andrew delivers at a national level has also broadened his experience where he has designed and led the structure of National Operational Guidance and managed delivery of two major pieces of guidance. Andrew acts as the Audit Commission National Lead for Fire Policy and through this work has designed and implemented the inspection methodology for Fire and Rescue along with the policy and advice required for the National Lead for Fire Implementation to manage their teams.

Andrew has designed the Value for Money toolkit for fire and rescue services which provided him with a detailed understanding of the model.

There is a clear understanding from Andrew that the transition of the new governance model needs careful management and close, trusting relationships which are well suited to Andrews's personal style and preferences of trust, integrity and accountability.

During the selection process Andrew scored the highest marks for his competency against the role through structured interview questions and a presentation. The interview panel were in agreement that Andrew had the breadth of skills, knowledge and experience to successfully fulfil the role of Chief Fire Officer/Chief Executive.

Andrew's letter of his suitability and CV are attached at Item 5(iii), which set out his employment career, experience to date and how he meets the criteria for the post of Chief Fire Officer/Chief Executive.

Terms and conditions of service

The Secondment Agreement for the role of Chief Fire Officer between the North Yorkshire Police, Fire and Crime Commissioner Fire and Rescue Authority and Leicester, Leicestershire and Rutland Combined Fire Authority is provided in *draft* at Appendix D in preparation for the confirmation hearing. This agreement is not yet finalised, and the Panel will be kept up date as well as receiving a copy of the final agreement once finalised.

The draft terms and conditions of the secondment are attached to the report but are summarised as follows:

- Andrew Brodie is proposed to commence in the role of Chief Fire Officer/Chief Executive as of 14 January 2019 for 12 months (to 13 January 2020), subject to the Police, Fire and Crime Panel being satisfied that Andrew meets the criteria for the confirmation
- The salary for the secondment post has been offered on a set term at £113,605.50 per annum, including operational allowance
- Travel, accommodation and subsistence costs appropriately incurred while on secondment will be covered at the rate set by Andrew's Employer.
- The relocation budget is being made available to Andrew which is nationally set by the government at £8,000 (non-taxable)
- Leicester, Leicestershire and Rutland Combined Fire Authority will continue to be the employer of Andrew Brodie and thus, Andrew will retain his current employment Terms and Conditions. Payment will be made on a re-charge basis during his time as Chief Fire Officer/Chief Executive at North Yorkshire Fire and Rescue Service
- An interim review of the secondment role will take place mid-July 2019 by all involved parties which include:
 - The Host - North Yorkshire Police, Fire and Crime Commissioner Fire and Rescue Authority;
 - The Employer - Leicester, Leicestershire and Rutland Combined Fire Authority and;
 - The Employee - Andrew Brodie, proposed Chief Fire Officer/Chief ExecutiveThis assessment will be made available to the Police, Fire and Crime Panel should it be requested. It will include an appropriate review of the secondment arrangements to ensure the business requirements are being met and that all parties are happy to proceed with the secondment for a further six months.

Conclusion

Andrew Brodie is a highly experienced officer who brings a wealth of skills, knowledge and experience to the post of Chief Fire Officer/Chief Executive and I am delighted he applied for this opportunity and is the selected candidate. During the recruitment process in December 2018, and the days that have followed, Andrew has demonstrated a real passion and commitment to the role here in North Yorkshire.

Andrew is fully aware of the challenges the organisation faces and has demonstrated a real ability and understanding as to how to meet these challenges to provide greater efficiencies and effectiveness for North Yorkshire Fire and Rescue Service and North Yorkshire Police. Andrew is clearly an ambitious, innovative and skilled individual who I have confidence will take on the plans which are underway as part of the Transform 2020 programme of work and help drive North Yorkshire Fire and Rescue Service to where it needs to be.

Confirming Andrew as the Chief Fire Officer/Chief Executive for a period of 12 months would provide North Yorkshire Fire and Rescue Service with the right individual to help drive change and support to the wonderful work delivered by the dedicated staff within the Service.

Signature redacted by NYCC prior to publication

Julia Mulligan
North Yorkshire Police, Fire and Crime Commissioner
8 January 2019

North Yorkshire Fire & Rescue Service - Chief Fire Officer 6 month - maximum 12 month Secondment / Interim Opportunity – from January 2019

- **Application deadline:** 9am Friday 14 December
- **Presentation and interview** - Friday 21 December

We have an exciting opportunity for an ambitious, innovative and highly experienced individual to be seconded to North Yorkshire Fire & Rescue Service on an interim basis to undertake the role of Chief Fire Officer. [Role profile - Chief Fire Officer](#)

This is a unique six to 12 month opportunity for a motivated and aspiring individual to support Julia, as new Police, Fire & Crime Commissioner to implement her Local Business Case and the Fire & Rescue Service elements of the ongoing transformation programme – Transform 2020 - and to work towards addressing the financial challenges the organisation faces.

As per the Local Business Case and work being undertaken as part of Transform 2020 we are developing plans to bring together North Yorkshire Fire & Rescue Service and North Yorkshire Police support services to provide greater efficiency and effectiveness and ability to share data, knowledge and understanding. It will be a key requirement of the role for the seconded Chief Fire Officer to work in partnership to ensure the potential benefits of this collaborative work are maximised.

Julia recently commissioned and published an independent report on the current position of NYFRS which is essential reading for anyone interested in this opportunity. The report sets out the strengths, weaknesses, threats and opportunities and provides a baseline assessment of the state of play as governance was transferred.

[Independent report on North Yorkshire Fire and Rescue Service published](#)

Also essential reading is the Local Business Case prepared to support the case for the transfer of governance.

[North Yorkshire Local Business Case – Working Better Together](#)

Application process:

As we require an early January start for our seconded Chief Fire Officer the application process has a quick turnaround time:

1. Informal conversation about the secondment opportunity with Julia – these can be requested until Tuesday 11 December by emailing Julia's PA via: Lauren.Stoddart-Scott@northyorkshire-pfcc.gov.uk Sessions will be booked in on or before Wednesday 12 December.
2. Application deadline is 9am Friday 14 December – formal application is by CV and Covering Letter to: Lauren.Stoddart-Scott@northyorkshire-pfcc.gov.uk
The Covering Letter must cover the following essential criteria:
 - a. Confirmation that you hold a Nationally Recognised Gold Command Fire & Rescue Service Operational Qualification
 - b. Confirmation that, should you be offered the position, your current Chief Fire Officer is content that you are seconded to North Yorkshire from early January

- c. Why you are applying for the role
- d. How you meet the requirements of the North Yorkshire, Chief Fire Officer role profile – specifically making reference to the three key competency areas below:
 - i. Deliver, Support & Inspire
 - ii. Inovative & Open-minded
 - iii. Collaborative

- 3. **Invitation to present and interview** - Friday 14 December
- 4. **Presentation and interview** - Friday 21 December

Terms and Conditions:

The terms and conditions of the opportunity are as follows:

- 1. Secondment opportunity, thus you will retain your current employment Terms and Conditions with your existing service
- 2. Salary for the secondment will be offered based on a set term i.e. £113,605.50 per annum, including operational allowance
- 3. Travel, accommodation and subsistence costs appropriately incurred while on secondment will be covered, based on consideration of current service location and to be finalised with the successful candidate, with subsistence costs aligned to those claimable by the Police, Fire and Crime Commissioner.

Role profile

[Role profile - Chief Fire Officer](#)

To confirm the secondment opportunity is open to both internal and external candidates.

NORTH YORKSHIRE FIRE AND RESCUE SERVICE

Role Profile

Role Title	Chief Fire Officer/Chief Executive	Reporting To	Police, Fire & Crime Commissioner (PFCC)
Role/Grade	Brigade Manager / Principal Officer	Designated Responsibilities	All aspects of operational management of the Service
Workplace	Service Headquarters		
Overall Purpose of Role	<ul style="list-style-type: none"> To act as the Principal Advisor to the PFCC on all operational management issues To provide strategic FRS operational command in respect of large / complex emergency incidents in accordance with the Service's policies and multi-agency protocols To be accountable to the PFCC for the efficient and effective management, operation and performance of the Service 		
PRIMARY FUNCTIONS:			
<ul style="list-style-type: none"> To maintain availability for strategic operational command purposes as required by the Gold Command rota and respond to operational incidents in line with Service policies To ensure efficient and effective management of the Service as Chair of the Corporate Management Board / Principal Officer group. In line with Service policies and operational priorities, to convene, attend (Chair as appropriate) Business Continuity Management Team (BCMT) meetings for the purpose of resolving any potential or actual strategic interruption to key Service functions. To meet the needs of the PFCC's priorities and business objectives by ensuring the development, implementation and management of appropriate strategic plans, policies and procedures. Ensure the effective corporate governance of the Service through compliance with the PFCC's local code of Corporate Governance, primary strategies / policies and relevant regulatory responsibilities. To ensure management systems are in place for the effective and efficient administration of : <ul style="list-style-type: none"> Service resources and budgets Quality of service delivery The discharging of the PFCC's legislative duties Working relationships and partnerships with other emergency services and agencies that will enhance the performance of the Service Staff competence, development, capacity and conduct Health, safety and welfare of responsibilities Equalities and workforce diversity Attain and maintain personal competence in respect of role map functions and any relevant / designated professional qualifications requirements. To act as a role model by providing effective/positive leadership at all times Act in accordance with PFCC's/Service policies, procedures and staff code of conduct To represent the Service on relevant forums, bodies and committees Ensure effective communications are maintained with key Service stakeholders through the provision of appropriate reports, consultation documents, general updates and publications. 			

SECONDARY FUNCTIONS:	
To be contactable by the Service via PDA/Pager in respect of Operational / Business Continuity Management Team responsibilities in accordance with the post specific Statement of Particulars.	
Selection Criteria	
Expertise In Role Required (At Selection – Level 1)	
Nationally Recognised Gold Command FRS Operational Qualification and a Relevant Executive Management Qualification / Accredited Prior Learning / Experience	
Development Plan	
Expertise In Role - (After Development – Level 2)	
Maintenance of Competence in line with current National Qualification / Course Requirement. Specific qualifications / expertise identified as appropriate for the role by the PFCC.	
Personal Qualities And Attributes (PQA'S)	
Strategic Manager	
<p>Personal Style</p> <ul style="list-style-type: none"> Champions diversity and embeds a fair and ethical approach within the organisation Drives and manages the change process, seeking opportunities to create and implement improved organisational effectiveness <p>Consistently projects and promotes a confident, controlled and focused attitude</p> <p>Interpersonal Skills</p> <ul style="list-style-type: none"> Leads, involves and motivates others, creating and implementing strategies for influencing others both within the F&R service and in the community Communicates effectively both orally and in writing Committed and able to develop self, individuals and units to improve organisational effectiveness <p>Working with Information</p> <ul style="list-style-type: none"> Gathers information in order to predict future requirements and make realistic decisions Maintains an active awareness of the environment to promote safe and effective working <p>Organisational Effectiveness</p> <ul style="list-style-type: none"> Leads organisation and contributes to joint working to achieve excellence Creates and implements effective plans to deliver long-term organisational strategic objectives <p>Anticipates and shapes the political environment from a strategic perspective</p>	
ROLEMAP	NOS
Provide strategic advice and support to resolve operational incidents Lead, monitor and support people to resolve operational incidents Plan organisational strategy to meet agreed aims & objectives Plan implementation of organisational strategy to meet objectives Evaluate organisational performance against agreed measures Lead organisational strategy through effective decision making Select required personnel for employment Manage the performance of teams and individuals to achieve objectives Develop teams and individuals to enhance work based performance Manage yourself to achieve work objectives Exchange information to ensure effective service delivery	EFSM1 EFSM2 EFSM4 EFSM5 EFSM7 EFSM8 EFSM13 EFSM14 EFSM15 EFSM16 EFSM20
Signatures	
Approved by: PFCC	Date:
Agreed by: Postholder	Date:

COMPETENCY & VALUES FRAMEWORK

CORE VALUES

Value	This value links to the following principle(s) from the Code of Ethics	Value Description	Value Behaviours
Integrity	Integrity	<p>We understand and reinforce expectations of professional behaviour and openly recognise good and bad performance. We maintain the highest levels of professionalism, making sure that we always uphold the values and ethical standards of the police service.</p> <p>We need to build and maintain confidence with the public, colleagues and partners if we are to deliver a modern and effective police service. Doing the right thing is about becoming a role model and upholding public trust.</p>	<ul style="list-style-type: none"> • I always act in line with the values of the police service and the Code of Ethics for the benefit of the public • I demonstrate courage in doing the right thing, even in challenging situations • I enhance the reputation of my organisation and the wider police service through my actions and behaviours • I challenge colleagues whose behaviour, attitude and language falls below the public's and the service's expectations • I am open and responsive to challenge about my actions and words • I declare any conflicts of interest at the earliest opportunity • I am respectful of the authority and influence my position gives me • I use resources effectively and efficiently and not for personal benefit
Impartiality	Fairness Objectivity	<p>As a police service, we must show impartiality throughout all our dealings with colleagues, partners and members of the public. This is achieved by being unprejudiced, fair and objective. We consider different sides of a situation and ensure that each side is given equal consideration. We do not favour one person or group over another, acknowledging that discrimination increases feelings of unfairness and makes our jobs harder to do. We must not allow personal feelings, beliefs or opinions to unfairly influence our actions in any situation.</p> <p>We assess each situation based on its own merits ensuring we are fair and consistent in our actions. We are clear in our rationale for the decisions or actions we take ensuring they are clear and evidence-based.</p>	<ul style="list-style-type: none"> • I take into account individual needs and requirements in all of my actions • I understand that treating everyone fairly does not mean everyone is treated the same • I always give people an equal opportunity to express their views • I communicate with everyone, making sure the most relevant message is provided to all • I value everyone's views and opinions by actively listening to understand their perspective • I make fair and objective decisions using the best available evidence • I enable everyone to have equal access to services and information, where appropriate
Public Service	Respect Selflessness	<p>As individuals and as part of a wider organisation, we have a responsibility to ensure that we act in the best interests of society as a whole. Improving the safety and well-being of the public underpins all that we do. We constantly think about how to create the best possible outcomes for those we serve and we take personal responsibility for delivering these. We show resilience and determination to overcome barriers and to provide the best outcome.</p> <p>We are dedicated to work in the public interest, engaging and listening to their needs and concerns. We work to make sure that the public feel valued and engaged, which helps to build confidence in the police service. We are respectful to the needs and concerns of different individuals and groups.</p>	<ul style="list-style-type: none"> • I act in the interest of the public, first and foremost • I am motivated by serving the public, ensuring that I provide the best service possible at all times • I seek to understand the needs of others to act in their best interests • I adapt to address the needs and concerns of different communities • I tailor my communication to be appropriate and respectful to my audience • I take into consideration how others want to be treated when interacting with them • I treat people respectfully regardless of the circumstances • I share credit with everyone involved in delivering services
Transparency	Honesty Openness	<p>We are transparent in our actions, decisions and communications with both the people we work with and those we serve. This ensures that we are honest and open in our interactions and decision making. We are genuine with those we communicate with and endeavour to create trusting relationships. We accept feedback and are comfortable in responding to criticism and finding ways to improve.</p> <p>We build trust with our colleagues, partners and communities by being open about what we have done and why we have done it and by keeping our promises so communities can rely on us when needed.</p>	<ul style="list-style-type: none"> • I ensure that my decision-making rationale is clear and considered so that it is easily understood by others • I am clear and comprehensive when communicating with others • I am open and honest about my areas for development and I strive to improve • I give an accurate representation of my actions and records • I recognise the value of feedback and act on it • I give constructive and accurate feedback • I represent the opinions of others accurately and consistently • I am consistent and truthful in my communications • I maintain confidentiality appropriately

COMPETENCIES

Competency Cluster	Resolute, compassionate and committed	Inclusive, enabling and visionary leadership			Intelligent, creative and informed policing	
Cluster description	<p>How we conduct ourselves in our service and the values that underpin our behaviour are a key part of our thought processes and relationships.</p> <p>Empathy means listening to the public, colleagues and partners, responding directly and quickly, and having a genuine interest in ourselves and others.</p> <p>We are always focused on doing our best for the public and our customers. By understanding our thoughts and the values behind our behaviour, we can maintain a professional and resolute stance, demonstrate accountability and stand by the police service's established values to maintain the service's professional legitimacy.</p>	<p>We are all able to work together independently and recognise the need to act as leaders, whether in a formal line management capacity or when engaging and motivating colleagues and the public to get involved or have their voices heard.</p> <p>Whether we are setting a vision, planning ahead to optimise resources for the best possible outcomes or leading a cross-sector partnership, we work across organisations and sectors to achieve excellence in public service.</p>			<p>We are open to new sources of information, continuously developing our own knowledge to help the police service to grow and change in line with new challenges and stay at the forefront of public service.</p> <p>Informed analysis and creativity are critical to what we do. They sit at the heart of our thinking and our decisions, meaning that effective and critical problem solving is second nature to us.</p> <p>Balancing our decisiveness with consideration and evidence-based approaches, we are able to challenge our thinking and draw on multiple diverse sources of information for new ways of thinking and working.</p>	
Competency	We are emotionally aware	We take ownership	We are collaborative	We deliver, support and inspire	We analyse critically	We are innovative and open-minded
Competency description	<p>We make the effort to understand ourselves, our colleagues and all those we serve. We genuinely engage with and listen to others, making efforts to understand needs, perspectives and concerns. We use these insights to inform our actions and decisions.</p> <p>We are able to control our emotions in stressful situations, understanding our own motivations and the underlying reasons for our behaviour. This is all underpinned by our ability to anticipate and understand how other people may feel. We look after our own wellbeing and that of others.</p> <p>Adopting emotionally intelligent behaviours also means valuing diversity and difference in approaches to work, in thinking, and in people's backgrounds.</p> <p>We are culturally sensitive and seek to understand different perspectives, acting with sensitivity, compassion and warmth. We always try to understand the thoughts, feelings and concerns of those we meet.</p>	<p>We take personal responsibility for our roles and accountabilities but we do not let this hold us back from being effective or taking appropriate risks.</p> <p>We make decisions at appropriate levels and in appropriate areas, having a clear rationale (for example, use of decision-making models) and accepting responsibility for our decisions. We seek feedback, learn from our mistakes and reflect to improve and amend our future practice.</p> <p>Demonstrating pride in our work is important to us. Our selflessness means that we also seek to help solve issues or problems, which may be internal or external to our own teams. We recognise where limitations in our own knowledge and experience may have an impact on our decision making. We take responsibility for ensuring that support or development is sought to minimise any risks.</p>	<p>Ensuring and improving the safety and wellbeing of the public underpins all of our work. To achieve this most effectively, we need to look beyond our traditional boundaries to think about how to create the best possible outcomes.</p> <p>We build genuine and long-lasting partnerships that focus on collective aims and not just on our own organisation. This goes beyond just working in teams and with colleagues we see daily. It includes building good relationships with other public and third sector providers, reaching out to private organisations and working with our communities and customers.</p> <p>We aim to work effectively with colleagues and external partners, mutually sharing our skills, knowledge and insights with each other to achieve the best possible results for all and to reduce silo working. Our engagement seeks to not only deliver joint solutions but also to share appropriate information and negotiate new ways of providing services together. In all of our dealings with our partners, we make sure that they feel respected and valued.</p>	<p>We understand the vision for the organisation. We use our organisation's values in our day-to-day activities as a role model to provide inspiration and clarity to our colleagues and stakeholders. We work to create the right climate for people to get the job done to the best of their abilities, ensuring a culture of mutual respect and support.</p> <p>We are dedicated to working in the public's best interests. We understand how we have an impact on the wider organisation and those around us and we help others to deliver their objectives effectively.</p> <p>This behaviour is not restricted to those who are in formal or senior management positions. We all have a positive contribution to make by operating at our best, adapting how we work to take account of pressures and demands and helping others. We are focused on helping our colleagues to improve and learn and are active in supporting them through activities such as coaching and mentoring.</p>	<p>We analyse information, data, viewpoints and combine the best available evidence to understand the root causes of issues that arise in complex situations.</p> <p>We draw on our experience, knowledge and wide sources of evidence to give us a greater view of what is happening underneath the surface. We combine insight and evidence-based approaches to help make decisions, accepting that we will not have all the answers but will always try to gather facts and robust information to be able to think tactically and strategically.</p>	<p>We have an inquisitive and outward-looking nature, searching for new information to understand alternative sources of good practice and implement creative working methods. We are committed to reflecting on how we go about our roles, being flexible in our approach as required to ensure the best outcomes.</p> <p>We seek to understand how well we are performing, both as individuals and as teams, and we seek to continuously improve. To do this, we look at relevant standards outside policing in other organisations and sectors.</p> <p>Constantly changing and adapting is part of our role. We maintain an open mind to allow us to identify opportunities and to create innovative solutions.</p>

<p>Why is this competency important?</p>	<p>The way in which we conduct ourselves is just as important as what we do. Communicating and acting politely, respectfully and with compassion helps to drive and maintain public trust. Empathy is particularly important, especially if we are to engage and involve some of the most vulnerable individuals we encounter who may not be able to fully express or articulate their thoughts or feelings.</p> <p>Understanding ourselves means that we are able to improve our own resilience and therefore cope effectively during challenging and emotionally charged situations.</p>	<p>Not all decisions need senior leader approval, meaning that, where necessary, we can respond more swiftly to challenges while still ensuring we provide a full rationale for our response. Because we all face different kinds of challenges that are not always within our comfort zone, every one of us needs to feel confident and able to take responsibility.</p> <p>These behaviours mean that we are empowered, effective and able to learn from our mistakes. Doing so allows us to own and see successes through our delivery of results, and not just whether a particular process has been followed.</p>	<p>Demands on the police come from an increasingly diverse set of sources and the need for services is not defined by organisational and geographical boundaries. We must work together regardless of differing cultures, priorities and needs.</p> <p>This means that we need to influence and negotiate in order to achieve outcomes for everyone and not just focus efforts on our own immediate environment. Working to solve problems without help from our partners ignores the strengths that we can utilise together, but working jointly requires the ability to build relationships and break down barriers.</p> <p>It is critical for us to build and retain our partners' trust and confidence in us and a key part of achieving this is through the way in which we work with others.</p>	<p>To deliver the most effective service, we need to be clear on our goals and priorities, both for the police service and individually. We can all help to support and motivate each other to ensure that we are working as effectively as we can, enabling us and those around us to perform at our best. We should all act as organisational role models.</p>	<p>Critical thinking drives effective policing as we are faced with a wide variety of complex issues on a day-to-day basis. This means that we all need to be able to make sense of a complex environment, accept that ambiguity is part of contemporary working life and, therefore, be able to identify interrelationships between different factors.</p> <p>If we are able to analyse the best available evidence and see what is happening underneath the surface, we will be better able to make confident and effective decisions and implement preventative solutions that deal with root causes.</p>	<p>New and emerging threats mean that our required response will not always be obvious. We will need to adopt new thinking and assumptions, be continually inquisitive and committed to continual improvement. The perpetual need to adapt, innovate and question our assumptions is at the heart of being able to serve and protect the public. It includes taking innovative, preventative action to reduce demand.</p> <p>Being open-minded and reflective also allows us to tailor our approach to specific contexts and the communities we serve.</p>
<p>Competency Level</p>	<p>We are emotionally aware</p>	<p>We take ownership</p>	<p>We are collaborative</p>	<p>We deliver, support and inspire</p>	<p>We analyse critically</p>	<p>We are innovative and open-minded</p>
<p>Level 3: Senior Manager / Executive</p>	<p>I seek to understand the longer-term reasons for organisational behaviour. This enables me to adapt and change organisational cultures when appropriate.</p> <p>I actively ensure a supportive organisational culture that recognises and values diversity and wellbeing and challenges intolerance.</p> <p>I understand internal and external politics and I am able to wield influence effectively, tailoring my actions to achieve the impact needed.</p> <p>I am able to see things from a variety of perspectives and I use this knowledge to challenge my own thinking, values and assumptions.</p> <p>I ensure that all perspectives inform decision making and</p>	<p>I act as a role model, and enable the organisation to use instances when things go wrong as an opportunity to learn rather than blame.</p> <p>I foster a culture of personal responsibility, encouraging and supporting others to make their own decisions and take ownership of their activities.</p> <p>I define and enforce the standards and processes that will help this to happen.</p> <p>I put in place measures that will allow others to take responsibility effectively when I delegate decision making, and at the same time I help them to improve their performance.</p> <p>I create the circumstances (culture and process) that will enable people to undertake development opportunities and improve their performance.</p>	<p>I am politically aware and I understand formal and informal politics at the national level and what this means for our partners. This allows me to create long-term links and work effectively within decision-making structures.</p> <p>I remove practical barriers to collaboration to enable others to take practical steps in building relationships outside the organisation and in other sectors (public, not for profit, and private).</p> <p>I take the lead in partnerships when appropriate and set the way in which partner organisations from all sectors interact with the police. This allows the police to play a major role in the delivery of services to communities.</p> <p>I create an environment where partnership working flourishes and creates tangible benefits for all.</p>	<p>I challenge myself and others to bear in mind the police service's vision to provide the best possible service in every decision made.</p> <p>I communicate how the overall vision links to specific plans and objectives so that people are motivated and clearly understand our goals.</p> <p>I ensure that everyone understands their role in helping the police service to achieve this vision.</p> <p>I anticipate and identify organisational barriers that stop the police service from meeting its goals, by putting in place contingencies or removing these.</p> <p>I monitor changes in the external environment, taking actions to influence where possible to ensure positive outcomes.</p> <p>I demonstrate long-term strategic</p>	<p>I balance risks, costs and benefits associated with decisions, thinking about the wider impact and how actions are seen in that context. I think through 'what if' scenarios.</p> <p>I use discretion wisely in making decisions, knowing when the 'tried and tested' is not always the most appropriate and being willing to challenge the status quo when beneficial.</p> <p>I seek to identify the key reasons or incidents behind issues, even in ambiguous or unclear situations.</p> <p>I use my knowledge of the wider external environment and long-term situations to inform effective decision making.</p> <p>I acknowledge that some decisions may represent a significant change.</p>	<p>I implement, test and communicate new and far-reaching ways of working that can radically change our organisational cultures, attitudes and performance.</p> <p>I provide space and encouragement to help others stand back from day-to-day activities, in order to review their direction, approach and how they fundamentally see their role in policing. This helps them to adopt fresh perspectives and identify improvements.</p> <p>I work to create an innovative learning culture, recognising and promoting innovative activities.</p> <p>I lead, test and implement new, complex and creative initiatives that involve multiple stakeholders, create significant impact and drive innovation outside of my</p>

	communicate the reasons behind decisions in a way that is clear and compelling.	I take an organisation-wide view, acknowledging where improvements can be made and taking responsibility for making these happen.		thinking, going beyond personal goals and considering how the police service operates in the broader societal and economic environment. I ensure that my decisions balance the needs of my own force/unit with those of the wider police service and external partners. I motivate and inspire others to deliver challenging goals.	I think about the best way to introduce such decisions and win support.	immediate sphere. I carry accountability for ensuring that the police service remains up to date and at the forefront of global policing.
Competency Level	We are emotionally aware	We take ownership	We are collaborative	We deliver, support and inspire	We analyse critically	We are innovative and open-minded

Dated:

Leicester, Leicestershire and Rutland Combined Fire Authority

-and-

**North Yorkshire Police, Fire and Crime Commissioner Fire and
Rescue Authority**

SECONDMENT AGREEMENT

THIS AGREEMENT is made the DAY of 14 January 2019

Between:

- (1) **Leicester, Leicestershire and Rutland Combined Fire Authority** of Fire Service HQ, 12 Geoff Monk Way, Birstall, Leicester, LE4 3BU (**the Employer**)
- (2) **North Yorkshire Police, Fire and Crime Commissioner Fire and Rescue Authority** of the Office of the North Yorkshire Police, Fire and Crime Commissioner, 12 Granby Road, Harrogate, North Yorkshire, HG1 4ST (**the Host**).

1. DEFINITION AND INTERPRETATION

1.1. In this Agreement the following expressions have the following meanings:

Agreement means the agreement concluded between the Host and the Employer as set out in this document including all or any other documents that are incorporated or referred to herein.

Contract of Employment means the employment contract between the Employer and the Employee.

Employee means Andrew Brodie

Parties mean the Employer and the Host.

Secondment means the secondment of the Employee to the Host for the Secondment Period to undertake the Secondment Duties.

Secondment Duties means the duties and services to be undertaken by the Employee and described within the attached job description, which may vary from time to time in accordance with the needs of the Host.

Secondment Period means a fixed period -

From: 14 January 2019

Interim Review by Employer, Host and Employee: Mid-July 2019

To: 13 January 2020

(subject to earlier termination as provided for below).

Statutory Payments means PAYE, Employer and Employee National Insurance contributions and any other payments as may be required by law to be made in connection with the employment of the Employee.

2. NOMINATED CONTACT OFFICERS

- 2.1. The Employer's nominated contact officer for the Employer shall be ***HR Business Partner, 0116 229 2210/2067***. Any changes to this will be notified to the Host.
- 2.2. The Host's nominated contact officer for the Employer shall be **North Yorkshire Fire and Rescue Service HR Manager**, Lynne Elliott (01609) 788 538 at North Yorkshire Fire and Rescue Service Headquarters, Thurston Road, Northallerton, North Yorkshire, DL6 2ND. Any changes to this will be notified to the Employer and the Employee.

3. PURPOSE

- 3.1. The purpose of this Agreement is to describe the arrangements between the Parties for the secondment of the Employee as an interim Chief Fire Officer for the Secondment Period.
- 3.2. This Agreement sets out the obligations and understanding of the Parties and the arrangements for ensuring that these can be properly met.
- 3.3. The Employer's and the Host's nominated contact officers will use reasonable endeavours to resolve any issues relating to the management of the Employee, however, ultimate responsibility for employment related matters remains with the Employer.

4. SECONDMENT

- 4.1. During the Secondment Period the salary and all other terms and conditions will be that contained within the Contract of Employment as varied by the provisions below:
 - 4.1.1. The Employer shall use its reasonable endeavours to procure that the Employee shall provide during the Secondment Period the Secondment Duties to the Host in accordance with the provisions of this Agreement whilst continuing to be employed by the Employer under the Contract of Employment. The Contract of Employment shall remain in force and the Employee shall not be an Employee of the Host.
 - 4.1.2. The Employer shall use its reasonable endeavours to procure that the Employee shall report to and receive instruction from the North Yorkshire Police, Fire and Crime Commissioner Fire and Rescue Authority.
 - 4.1.3. The Employer shall use its reasonable endeavours to procure that the Employee shall faithfully and diligently perform the Secondment Duties in accordance with this Agreement. The Employer shall use its reasonable endeavours to procure that the Employee shall obey all reasonable

directions given to him/her in respect of the Secondment Duties and will use reasonable endeavours to promote the interests of the Host.

- 4.1.4. The Host shall ensure that the Employee does not undertake regulated activity during the Secondment Period as defined by the Disclosure and Barring Service without the written consent of the Employer who shall be responsible for undertaking all appropriate checks as required by law.
 - 4.1.5. If the Employee's 3 year medical becomes due during the Secondment Period, the Employee shall undertake the medical through the Host's Occupational Health Unit. The Employer shall use its reasonable endeavours to procure that the Employee will also undergo an annual fitness assessment through the Host's Occupational Health Unit. All relevant information will be passed on by the Host to the Employer.
 - 4.1.6. The Employer shall use its reasonable endeavours to ensure that Employee shall notify the Host of any absence due to sickness, annual leave and other planned or unplanned leave (including but not limited to paternity/maternity/adoption or shared parental leave), but the entitlement to such leave will remain in accordance with the Contract of Employment.
 - 4.1.7. At the same time as notifying the Host, the Employer shall use its reasonable endeavours to ensure that the Employee also notifies the Employer of any absence due to sickness as per the Employer's Absence Management Procedure. The Employee must telephone Leicestershire Fire and Rescue Service Fire Control on 0116 229 2010
 - 4.1.8. The Host shall provide the Employer's HR team with a monthly report confirming the dates and duration of any sickness absence, annual leave and any other planned or unplanned leave (including but not limited to paternity/maternity/adoption or shared parental leave). This should be emailed to: HR_SC_forms@lfrs.org
 - 4.1.9. The Host shall notify the Employer's nominated contact officer of any absence due to sickness, annual leave and other planned or unplanned leave and will take advice regarding the application of the Employer's appropriate policies.
- 4.2. The Host shall ensure that the Employee is provided with an induction programme suitable to his needs and is properly and sufficiently trained and instructed with regard to:
- 4.2.1. the provisions of this Agreement.
 - 4.2.2. all relevant rules, policies, procedures and standards of the Host as provided by the Host and all relevant statutes and statutory instruments

including those relating to fire risks, fire precautions and health and safety.

4.2.3. the agreed appraisal and performance review processes as detailed in clause 4.4 below.

4.3. It is agreed between the parties that:

4.3.1. The Employee will be based at North Yorkshire Fire and Rescue Service Headquarters, Thurston Road, Northallerton DL6 2ND for the duration of the Secondment Period and any other reasonable locations as requested by the Host. If the Employee's base is changed at any time during the Secondment Period, the Host will notify the Employer of this change during the same month as the move occurs. This information should be emailed to: payroll@lfrs.org

4.3.2. The Employer confirms that the Employee is competent and qualified to fulfil the Secondment Duties.

4.4. The Employer shall remain responsible for the appraisal of the Employee during the Secondment Period under its policies and procedures and in accordance with the Contract of Employment. Such appraisal shall follow consultation as appropriate between the Employer and the Host through the nominated contact officers whereby the content of the personal development plan and any education, training and development activities should be agreed. The responsibility for any costs arising from agreed training and development activities shall be the responsibility of the Host for the duration of the Secondment Agreement. The Host shall be provided with a copy of the final appraisal.

4.5. During the Secondment Period, the Employee will remain subject to the Employer's policies and procedures governing the conduct, capability and behaviour of staff. The Employer shall use its reasonable endeavours to ensure that the Employee also abides by the Host's code of conduct and policies on equality and diversity which the Host shall share with the Employee during the induction programme.

4.6. Any allegation of misconduct or issue relating to capability during the Secondment shall be referred to the Employer who shall agree what action to take in accordance with the Employer's relevant policy and procedure. The Host may reasonably be required to assist with any such procedure.

4.7. Any grievances related to matters associated with this Agreement should be raised with the Host's contact officer, but should be resolved using the Employer's grievance policy. The Host shall fully cooperate with and may be asked to manage any investigation and/or grievance process alongside the Employer. The Employee will continue to have the right to use the Employer's

grievance procedure in respect of grievances concerning the Contract of Employment.

- 4.8. During the Secondment the Employee shall be eligible to enter the selection processes of the Host for promotion. Any such promotion shall not be transferable to the Employer at the end of the Secondment. The Host shall be responsible for the payment of all additional costs associated with such a promotion in accordance with clause 5.
- 4.9. The Host acknowledges that the secondment of the Employee is a temporary arrangement and the Host undertakes not to solicit, procure or entice away or endeavour to solicit, procure or entice away the Employee during the course of this Agreement or for a period of 6 months after its termination thereof without the written consent of the Employer.

5. PAYMENT FOR THE SECONDMENT DUTIES

- 5.1. During the Secondment the Employer shall continue to pay the Employee's salary and any allowances, provide any benefits due to the Employee or their dependents make any payments to third parties in relation to the Employee and make any deductions that it is required to make from the Employee's salary and other payments.
- 5.2. The Host shall pay the Employer a sum equivalent to the total amount paid by the Employer to or in respect of the Employee under the Contract of Employment, which shall include, but is not limited to:
 - (a) the Employee's salary as reviewed by the Employer on an annual basis in line with the policy for the Employer's employees (including any additional costs arising from the appraisal set out in clause 4.4 or arising from promotion as set out in Clause 4.8) and all legitimate business expenses claimed by the Employee (except as detailed in Clause 5.3 below):
 - (b) national insurance contributions made by the Employer in relation to the Employee;
 - (c) Employer's pension contributions in respect of the Employee at whatever the relevant rate for the Employer may be from time to time
- 5.3. Additional travel costs incurred by the Employee during the Secondment Period shall be paid in accordance with the Employer's relevant policy. Payments will be made in addition to the Employee's salary and will be paid monthly. Details of the additional travel expenses will appear on the Employee's payslip.
- 5.4. Any excess travel expenses incurred through a change to the initial working location during the Secondment Period will be paid in accordance with the Host's work base relocation policy. Expense claims should be submitted to the Host's nominated contact officer who can authorise the claim and forward it to the Employer's nominated contact officer for payment to be processed in addition to salary payment. These should be emailed to: payroll@lfrs.org These expenses will then be claimed back from the Host. Where this causes

any issues to the Employee then the Employee may make a request for additional recompense to the Employer and/or Host although this shall be subject to agreement and there is no right to any additional payment.

- 5.6 The Employer shall send the Host an invoice quarterly in arrears, specifying the payment due under this Agreement in relation to the preceding quarter. Such invoices shall be payable by the Host within 30 days of the date of the invoice. For the avoidance of doubt, there will be no VAT chargeable in respect of the services provided and any payments made under this clause.
- 5.7 *The Employee will be designated an [Essential Car User – TBC] for the duration of the secondment.*
- 5.8 The Employee will ensure they hold the correct level of business car insurance and a valid driving licence which can be validated by the Employer upon request from the Host.

6. TERMINATION

- 6.1. This Agreement shall automatically terminate if the Contract of Employment is terminated either by the Employee or the Employer for any reason whatsoever before the expiry of the Secondment Period.
- 6.2. For the avoidance of doubt Clause 6.1 applies where the Employee accepts an offer of permanent employment with the Host.
- 6.3. Either the Employer or the Host may terminate this Agreement for whatsoever reason by giving not less than 1 month's notice in writing to the other party at any time.
- 6.4. Should any issue arise which may be prejudicial to the relationship between the Employer and the Host, based upon the Employee's conduct or performance, or where formal action is to be taken concerning the Employee's conduct or performance, the Host may terminate the Secondment with immediate effect, in which case the Host will notify the Employer of the issue concerned. The Employee will have no right of appeal against the termination of the Secondment.
- 6.5. Upon termination of this Agreement for any reason the Host's obligations to the Employee are terminated and (save where Clause 6.1 applies) the Employee will return to the Employer.
- 6.6. When this Agreement is terminated for whatever reason, the Employer shall use its reasonable endeavours to procure that the Employee shall return to the Host all documents, correspondence, information and property made or compiled by the Employee or delivered to the Employee during the Secondment concerning the business, finances, or affairs of the Host. For the avoidance of doubt, it is

hereby declared that all property and rights in all such documents, goods or products shall at all times be vested in the Host.

7. DEFAULT

- 7.1. The Host may terminate this Agreement if either the Employer or the Employee is in breach of any of the terms of this Agreement which, if capable of remedy, has not been remedied by the Party in breach within 21 days of receipt by the Employer and/or the Employee of a written notice from the Host specifying the breach and requiring its remedy.
- 7.2. A Party may terminate this Agreement if there is a breach of any of the terms of this Agreement, where a remedy can not be achieved, by giving 21 days written notice.

8. VARIATION OF CONDITIONS OF THIS AGREEMENT

No changes or additions to the Secondment Duties or the provisions of this Agreement shall be made without the prior agreement in writing between the Parties.

9. HOLIDAYS

- 9.1. The Employee's annual leave entitlement during the Secondment Period shall be as defined in the Contract of Employment.
- 9.2. The Employee is expected to apply and receive authorisation from the Host to take annual leave. The Host will notify the Employer of all dates when leave has been booked by emailing: hrradminteam@lfrs.org Leave booked for 2019 will be subject to the Host's leave order and policy.

10. CONFIDENTIALITY

In addition to and without prejudice to the confidentiality obligations contained in the Contract of Employment, the Employee is expected to respect the confidentiality policy and any issues considered to be confidential of both the Employer and Host at all times, including any matter of commercial interest contained or referred to in this Agreement; the Host, its manner of operation, staff or procedures; and the Employer, its manner of operation, staff or procedures.

11. DATA PROTECTION

The Host and the Employer shall each comply with the General Data Protection Regulation 2018 and the Data Protection Act 2018 1998 and shall protect the personal data, as defined in the said legislation, of their respective staff, clients and customers.

12. INDEMNITY

- 12.1. It is agreed between the Employer and the Host that each shall indemnify the other against all and any liability, loss, costs, expenses, claims or proceedings whatsoever arising, under any statute or at common law, in respect of any injury to any person, injury resulting in death and any loss of or damage to personal property directly related to such injury where such injury, loss or damage is caused as a direct result of the negligence of the other Party or any of the other Party's staff.
- 12.2. The Host will indemnify the Employer against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever and howsoever arising under any statute or at common law and made against the Employer by the Employee where such claims are, in the reasonable opinion of the Employer, brought about directly or indirectly by the actions of the Host.
- 12.3. The Employer shall indemnify the Host fully and keep the Host indemnified fully at all times against any claim or demand by the Employee arising out of their employment by the Employer or its termination during or following the Secondment (except for any claim relating to any act or omission of the Host or its employees or agents).
- 12.4. The Host will indemnify and hold safe the Employee under all contracts of insurance from time to time effected by the Host to the like extent as if he/she were an employee of the Host

13. DISCRIMINATION

Neither the Employer nor the Host will unlawfully discriminate against the Employee within the meaning of the Equality Act 2010 and both the Employer and the Host will take all reasonable steps to secure the observance of this provision by all their staff or agents.

14. SEVERABILITY

If any provision of this Agreement is or becomes illegal, void or invalid, that provision shall not affect the legality and validity of any other provisions.

15. WAIVER

No waiver of any provision of this Agreement shall be effective unless the Party concerned in writing agrees it.

16. INTELLECTUAL PROPERTY

16.1. The Parties agree that any intellectual property rights including copyright connected to the provision of the Secondment Duties shall belong to the Host.

16.2. It is agreed between the Parties that the profits of any exploitation of any intellectual property rights referred to in Clause 16.1 by the Host will belong exclusively to the Host.

17. FORCE MAJEURE

No Party to this Agreement shall be liable to any other Party for any failure to perform its obligations under this Agreement where such performance is rendered impossible by circumstances beyond its control, but nothing in this Clause 17 shall limit the obligations of the Parties to use their best endeavours to fulfil their obligations under this Agreement.

18. AUDIT

Both the Employer and the Host must allow the other Party's internal and external auditors access to any and all papers relating to this Agreement for the purposes of each Party's audit.

19. APPLICABLE LAW

This Agreement shall be governed by English Law and each of the Parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

20. ENTIRE AGREEMENT AND THIRD PARTIES

20.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Secondment.

20.2 Except as expressly provided a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

This Agreement is signed by the hands of the Parties on the day and year first before written

**Signed by and on behalf of Leicester,
Leicestershire and Rutland Combined
Fire Authority in the presence of:**

Authorised Signatory

**Signed by and on behalf of North
Yorkshire Police, Fire and Crime
Commissioner Fire and Rescue
Authority in the presence of:**

Authorised Signatory