

DATED

2nd April 2015

ODYSSEY FUNCTIONAL COLLABORATION AGREEMENT

between

POLICE AND CRIME COMMISSIONER FOR HUMBERSIDE

POLICE AND CRIME COMMISSIONER FOR NORTH YORKSHIRE

POLICE AND CRIME COMMISSIONER FOR SOUTH YORKSHIRE

POLICE AND CRIME COMMISSIONER FOR WEST YORKSHIRE

CHIEF CONSTABLE FOR HUMBERSIDE

CHIEF CONSTABLE FOR NORTH YORKSHIRE

CHIEF CONSTABLE FOR SOUTH YORKSHIRE

CHIEF CONSTABLE FOR WEST YORKSHIRE

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THIS AGREEMENT is dated

2nd April 2015

PARTIES

- (1) The parties to this Agreement are as set out in Schedule 1 and are collectively referred to in this Agreement as the Parties or singularly in accordance with their abbreviations as set out in Schedule 1.

1. BACKGROUND

- 1.1 The Parties wish to enter into a Functional Collaboration Agreement pursuant to Section 22A of the Police Act 1996 for the provision of the Odyssey Function for the Region as set out at Schedule 2 ("Function") with West Yorkshire Police acting as the Lead Force.
 - 1.2 This Agreement is made pursuant to the Agreement for the Provision of Policing Services in Yorkshire and the Humber entered into between the parties on 31st of March 2014 ("Framework Agreement") whose definitions and terms are adopted and confirmed for the purposes of this Agreement as if the same were repeated and incorporated herein save where this Agreement refers to any deviation from the Framework Agreement.
 - 1.3 This Agreement constitutes a Functional Collaboration Agreement as contemplated by the Framework Agreement and the Parties share the opinion and belief that this Agreement is in the interests of the efficiency and effectiveness of their respective Forces.
 - 1.4 This Agreement contemplates the provision by the Parties of support of a type referred to in Section 23A (2) of the Police Act 1996.
 - 1.5 Where there is any inconsistency or conflict between the Framework Agreement and this Agreement, the provisions of this Agreement shall be preferred and shall prevail.
- 2. PURPOSE AND GOVERNANCE**
- 2.1 The Parties have agreed to the coordination of the Function on a joint regional basis following the conclusion reached by the Parties that the Function can be most effectively and efficiently achieved by the use of a Lead Force model whereby the management and the provision of the Function is undertaken by Chief

Constable for West Yorkshire and Police and Crime Commissioner for West Yorkshire as the Lead Force subject to clause 2.2 and 2.3 below and the Governance Arrangements as set out in the Framework Agreement.

2.2 The Function will be delivered by the Lead Force via a Chief Superintendent appointed by the Lead Force Chief Constable and they will be at all times under the direction and control of the Lead Force Chief Constable who shall then report to and be held accountable by the CCOB and RCB.

2.3 In the event of any concerns or issues with the Function the Parties should first refer the matter to the relevant head of department and if the matter can not be resolved at that level it should then be escalated to the Chief Superintendent, who if unable to resolve the matter shall raise the matter via the ACCs Assurance Group who shall deal with the matter in accordance with their terms of reference and if the ACC Assurance Group is unable to resolve the matter it shall be escalated to the CCOB for resolution and if no resolution is reached at the CCOB then the matter shall be brought before the RCB for final determination.

3. THE FUNCTION

3.1 The Function shall be delivered in accordance with the terms of this Agreement and specifically the Business Case as set out in Schedule 2 (“Business Case”) and where appropriate the Framework Agreement.

3.2 The Parties acknowledge that in the process of developing the Function it may be necessary for the Lead Force to modify, adapt or vary certain proposed structures, methodologies and services as contemplated pursuant to Schedule 2 hereof and that where substantial changes are required or necessary the Lead Force shall notify the other Parties in an appropriate and timely manner and the proposals brought before the CCOB and/or RCB, as appropriate, in a timely manner.

3.3 The Lead Force shall only provide to the other Parties those matters forming part of the Function as set out in Schedule 2 together with any other services that are reasonably incidental thereto, provided always that the Lead Force hereby retains the right to charge accordingly for any such services requested by the Parties and provided by the Lead Force.

4. TERM AND TERMINATION

4.1 This Agreement shall commence on 1st April 2014 and shall determine pursuant to clause 4.2 below.

4.2 Either party may terminate this Agreement by giving at least twelve months' notice in writing to the other party at any time.

5. VARIATION

Subject to clauses 3.2 and 3.3 this Agreement, including the Schedules, may only be varied by the written agreement of the RCB.

6. PROPERTY ACCESS AND LICENCES

6.1 The Parties acknowledge that in order to provide the Function the Lead Force may need access to premises and/or buildings not within the ownership of the Lead Force and the Parties accordingly hereby undertake to grant such access as may be necessary for the performance of the Function and confirm that they will grant to the Lead Force any Licences necessary to permit such access and obtain any necessary consents required to permit such access.

7. SECONDMENT AND VACANT POSTS

7.1 In order to facilitate the efficient delivery of the Function by the Lead Force the parties will in addition to this Agreement enter into a secondment agreement ("Secondment Agreement") setting out how the secondment of officers required for the Function will operate.

7.2 All training of seconded officers, disciplinary matters affecting seconded officers together with all other such matters affecting seconded officers will be dealt with in accordance with the Secondment Agreement and where there is any discrepancy between this Agreement, the Framework Agreement and the Secondment Agreement the Framework Agreement shall take precedence and prevail.

7.3 The Parties agree and acknowledge that Odyssey is collaboration between all four Forces and whilst the Lead Force has overall responsibility for delivering the Function, such delivery will require the support and co-operation of other Forces. In particular all Forces agree that where any post requires filling in order to ensure the continued delivery of the Function they will encourage and support the secondment of officers to fill those roles within Odyssey to ensure the continued performance of the Function by the Lead Force.

Signed for and on behalf of Chief Constable
for Humberside

Signature:

Justice Anne Curran

Name:

JUSTINE ANNE CURRAN

Position:

CHIEF CONSTABLE

Date:

5/1/2015

Signed for and on behalf of Chief Constable
of North Yorkshire

Signature:

David Jones

Name:

DAVID JONES

Position:

CHIEF CONSTABLE

Date:

9/3/15

Signed for and on behalf of Chief Constable
of South Yorkshire

Signature:

David Compton

Name:

DAVID COMPTON

Position:

CHIEF CONSTABLE

Date:

6/1/2015

Signed for and on behalf of Chief Constable
of West Yorkshire

Signature:

D. Collins T/CC

Name:

D. COLLINS 31.3.15

Position: T/CC FOR WEST YORKSHIRE POLICE

Date: 14/12/15

Signed for and on behalf of the Police and

Crime Commissioner for Humberside

Signature: *Matthew Crow*

Name: MATTHEW CROW

Position: PCC FOR HUMBERSIDE

Date: 14/11/15

Signed for and on behalf of the Police and

Crime Commissioner for North Yorkshire

Signature: *Julia Murray*

Name: JULIA MURRAY

Position: PCC FOR NORTH YORKSHIRE

Date: 19.3.15

Signed for and on behalf of the Police and

Crime Commissioner for South Yorkshire

Signature: *Alan Billing*

Name: ALAN BILLING

Position: PCC SOUTH YORKSHIRE

Date: 02-02-15

Signed for and on behalf of the Police and
Crime Commissioner for West Yorkshire

Signature:

M. R. Wilson

Name: *Mark Burns-Wilkinson*

Position: *Police and Crime Commissioner*

Date: *30/3/15*

Schedule 1 - The Parties

1. The Chief Constable of Humberside Police of Police Headquarters, Priority Road, Hull, HU5 5SF (“CCHP”).
2. The Chief Constable of North Yorkshire Police of Newby Wiske, Northallerton, North Yorkshire, DL7 9HA (“CCNYYP”).
3. The Chief Constable of South Yorkshire Police of Police Headquarters, Snig Hill, Sheffield, South Yorkshire, S3 8LY (“CCSY”).
4. The Chief Constable of West Yorkshire Police of Police Headquarters, Laburnum Road, Wakefield, West Yorkshire, WF1 3QP (“CCWYP”).
5. Police and Crime Commissioner for Humberside of Pacific Exchange, 50 High Street, Hull HU1 1PS (“PCCH”).
6. Police and Crime Commissioner for North Yorkshire of 12 Granby Road, Harrogate, North Yorkshire, HG1 4ST (“PCCNY”).
7. Police and Crime Commissioner for South Yorkshire of PO Box 18, Regent Street, Barnsley, South Yorkshire, S70 2PQ (“PCCSY”).
8. Police and Crime Commissioner for West Yorkshire of Ploughlands House, 62 George Street, Wakefield, West Yorkshire, WF1 1DL (“PCCWY”).

SCHEDULE 2 -- THE BUSINESS CASE



**Business Case to
Transfer to Lead Force**

Detective Chief Superintendent Knopwood

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1.0 Background and Purpose

In June 2013, the Chief Constables of the four forces in the Yorkshire and Humber region confirmed their continued commitment to keeping their communities safe by collaborating on the areas of threat, risk and harm as set out in the Strategic Policing Requirement (SPR).

Having considered the collaborative arrangements existing at that time, it was decided that there was a need for a more focussed approach reflecting the new governance landscape, with the following operational aims.

- I. Delivering the SPR
- II. Working with national / international agencies – to mitigate threat, harm and risk
- III. Reducing costs to maintain visible front line policing
- IV. Developing operational collaborative approaches.

The preferred operational delivery model is that of a Lead Force Collaboration, whereby specific Forces are charged with the provision or development of particular service areas with a view to maximising both effectiveness and cost reductions.

The crime services provided through the Odyssey functions was one particular area where it was agreed that delivery through a Lead Force collaborative model was most appropriate. It was also agreed that West Yorkshire Police (WYP) should be the lead force in this business area.

In line with this decision, direction and control of the service was formally transferred to WYP, by agreement of all collaborating forces on 6th September, 2013. This move has enabled WYP to maintain operational delivery and oversight, whilst the formal process of full transfer of the service is managed.

A process of due diligence has been undertaken by WYP to review the service provision, and to provide the Chief Constable of WYP with an in depth overview of the service which he is undertaking to deliver, together with any associated threats or risks associated with the transfer.

2.0 Executive Summary

This report provides an overview of the Odyssey functions currently provided to the four police services within the Yorkshire and Humber Region (YatH).

It is prepared following the decision of the four Police and Crime Commissioners (PCC's) and the four Chief Constables to move to a Lead Force provision model rather than the previous operating model.

The report provides analysis and evaluation of the current issues encountered when moving to Lead Force provision which have been detailed within the report under the headings of:

- Operations
- Estates
- Human Resources (HR)
- Legal
- Information Technology (IT)
- Performance
- Governance
- Communications
- Finance

This report has been compiled following the undertaking of a due diligence process, engaging subject experts in their respective business areas, following an established force matrix for such evaluation.

The report identifies a transfer to WYP as Lead Force for Odyssey is a viable option.

The key issues for each area are outlined below:

2.1 Operations

Odyssey has been operating as a regional entity under the pre-existing model of collaboration, employing police officers and staff from across the four Forces of YatH.

It comprises five distinct operational capabilities:

- Intelligence
- People Protection
- Special Operations
- Organised Crime
- Regional Fraud Team

The move to WYP as the Lead Force will see this structure transfer across in the same format as exists at present, forming part of WYP's Protective Services Division, led by Assistant Chief Constable (Specialist Crime) and Detective Chief Superintendent, Protective Services (Crime).

The transfer comes at a time of significant change, with Core Capabilities funding, National Crime Agency (NCA) implementation, redesigning of national operating models for tasking and intelligence sharing amongst others.

It is therefore clear that the transition to a Lead Force will also need to be accompanied by the ongoing development of the service to secure sustainable improvements in efficiency and effectiveness to meet the needs of our communities.

Being cognisant of these national imperatives through engagement and dialogue is of paramount importance to the objective of creating a first class regional crime fighting capability providing a service to our national partners as well as to our local communities.

2.2 Estates

Odyssey currently operates out of premises in the Castleford, West Yorkshire area which as part of the existing collaborative arrangements is leased on behalf of the region by Humberside Police (HP) Estates Department.

The lease runs for a period of 15 years from 7 December 2010. The running costs of the building are in the region of £120k pa. There are however opportunities to "break the lease" in 2015 and 2020.

2.3 Human Resources (HR)

The HR framework is supported by overarching HR principals and objectives to ensure all parties adhere to employment law, Force Policies and best practice to achieve operational aims in line with WYP Purpose and Values.

Transfer date is not yet agreed but work is ongoing to ensure that the regional Forces are in a position to address the transfer of staff in a timely and efficient manner.

Whilst legal advice has been provided, this report gives generic details of Transfer of Undertakings (Protection of Employment) Regulations (TUPE) and Cabinet Office 'Staff Transfers in the Public Sector Statement of Practice' (COSOP), with a view to establishing an understanding of the different transfer vehicles and in turn enabling a decision to be made in respect of how these transfers will progress.

Twenty-one (21) employees are in scope to transfer (excludes those working notice and including 1 secondee). This figure is subject to change.

This report also identifies the TUPE/Transfer process for both the implementation and post transfer, specifically highlighting the need for joint working on due diligence and consultation, establishing a fair and transparent process through Equality Human Rights Assessment (EHRA) and regular communication, and the generic HR costs (Standard Charges) for the provision of day to day business.

There are eighteen (18) SYP Officers and five (5) Humberside Officers, who whilst not impacted by transfer legislation/practice will second to WYP to ensure deployment under WYP's direction and control as Lead Force. This figure is subject to change.

2.4 Legal

The existing Section 22A Agreement has been amended / renewed to reflect the new collaborative arrangements.

A draft agreement has been presented to the Regional Collaboration Board (RCB) for discussion and agreement.

Once the overarching agreement is signed, the "functional" agreement for the Odyssey functions can be presented.

2.5 Information Technology (IT)

As Odyssey has been located within the WYP area, all of the IT equipment, infrastructure and support have been provided by the local force's IT Department.

This will continue to be the case, with the only additional costs likely to be incurred arising from moves within the force area should the estate be rationalised, and departments relocated.

The transfer of police staff from other forces to WYP as employer will generate new personnel numbers. This can/ will create access issues to WYP (and other force) systems during the migration period, with some operational risk arising. Work is ongoing with both IT and HR departments to ensure a seamless transition period.

2.6 Performance

Capturing performance as it relates to serious organised crime continues to be an issue for which there is still no definitive set of metrics or measures by which to assess success.

WYP's Performance Review Department have been commissioned to provide a new performance framework for the region which will reflect the four P's (Pursue, Prevent, Protect and Prepare) in the new Serious Organised Crime Strategy led by the NCA. Locally the Regional Intelligence Unit (RIU) will ensure consistency across the region; it is believed this process will be able to qualify the nature and extent of any disruption caused as a result of our activity.

2.7 Governance

The governance structure for Odyssey reflects the Yath Scientific Support Services governance, which has been previously agreed by the RCB incorporating strategic, tactical and operational governance, along with the provision of a Yath Crime Services Assurance Group.

2.8 Communications

A review has been undertaken of the Communications Strategy for Odyssey following the decision to migrate to a Lead Force model. This will be continually reviewed as additional stakeholders are identified.

2.9 Finance

There are financial protocols contained within the revised Section 22A Agreement presented to the RCB.

This paper is prepared assuming the Section 22A Agreement is approved by the RCB.

The paper assumes that the Police Staff currently working in the current Odyssey structure will transfer to West Yorkshire under TUPE regulations. The funding mechanism that has been adopted is based around contributions on a net revenue expenditure (NRE) basis.

Having canvassed all four Yath Forces it is apparent that the main assets relating to Odyssey sit within the balance sheet of WYP.

The budget has been prepared assuming the same level of grant funding from the Home Office for the development and sustained provision of Regional Organised Crime capability.

3.0 Odyssey - Operations

3.1 Background

On the 5th July 2013 the PCC's and Chief Constables of the Yath forces met and renewed their commitment to collaboration, however they also identified a need to replace current operational delivery methods (fifth entity) with bespoke arrangements to best suit the particular business area.

With specific regard to Crime it was determined that the operational delivery model that best suits would be a tactical Lead Force model and the force was identified as WYP, and subsequently, direction and control was transferred to WYP on 6th September, 2013.

From a national perspective this all comes at a time of significant change, Core Capabilities funding opportunities, NCA implementation, redesigned national operating models for tasking and intelligence sharing, amongst others creates a turbulent environment in which to secure sustainable improvements in efficiency and effectiveness.

Being cognisant of these national imperatives through engagement and dialogue is of paramount importance to the objective of creating a first class regional crime fighting capability providing a service to our national partners as well as to our local communities.

3.2 Structure

Odyssey employs staff from across the four forces of Yath and comprises five distinct capabilities:

- Intelligence
- People Protection Unit (PPU)
- Special Operations Unit (SOU)
- Organised Crime Unit (OCU) – (Including the 3 Force crime syndicate)
- Regional Fraud Team (RFT)

A structure chart is reproduced at **Appendix A**.

3.3 Core Capabilities

At the Organised Crime Partnership Board (OCPB) held in September 2012, CC Creedon (ACPO National lead for Serious and Organised Crime) undertook a piece of work to attempt to design what a single consistent Regional Organised Crime Unit's (ROCU) structure would look like, capable of working 'upwards' in support of national agencies and also 'downwards' towards local forces and reaching into neighbourhoods.

Within the context of the National ROCU Core Capabilities Programme, this programme has been recognised as the mechanism by which forces will be

assessed in terms of their response to the SPR requirements, as it relates to serious organised crime.

This programme identifies a series of capabilities which they expect forces to be able to access regionally for which there is significant Home Office grant funding and an expected HMIC (Her Majesty's Inspectorate of Constabulary) inspection early in 2014 to assess progress.

In September 2013 direction and control for regional crime collaborative functions was formally transferred to WYP. In doing so the WYP Chief Constable became the senior responsible officer for delivery of the ROCU Core Capabilities programme on behalf of the region.

In October 2013 the Chief Constables Operations Board (CCOB) and RCB agreed to utilise the available Home Office grant to provide capability uplift in several areas of our ROCU but importantly to 'plug' the current gaps in RFT, GAIN and operational security.

4.0 Estates

4.1 Current Estates Position

Humberside Police (HP) hold a lease of the premises that are occupied by Odyssey in the Castleford area on behalf of the regional policing collaboration.

The lease runs for a period of 15 years from 7 December 2010. The running costs of the building are in the region of £120k pa

There are opportunities to break the lease at 7 December 2015 and 7 December 2020. Both break clauses require that a period of 9 months notice is provided to the Landlord and the Tenant must comply with a number of conditions for the break to be implemented successfully. The latter provides a degree of risk in ensuring the lease is terminated.

Existing arrangements under the Regional Programme are that HP fund all costs and recharge the region, with the exception of repairs and maintenance which WYP undertake and recharge.

Vacating the site at any point will result in a reinstatement and dilapidations liability on the Region to provide for undoing initial fit out works and putting the property in to repair.

Humberside will remain the leaseholder under the existing regional arrangements and implement the break if required. They are the lead on regional estates and are best place to tie up matters left over from the original regional programme.

4.2 Changes to Estates / Operational Bases

The Regional Confidential Unit (RCU) has now relocated alongside the WYP Confidential Unit and is based within the North Eastern Counter Terrorism Unit (NECTU) estate. This has enabled the UK Protective Persons Service (UKPPS) to vacate two premises in SYP and relocate into Odyssey House at Castleford.

Work continues to ensure that the Regional Asset Recovery Team (RART) will be accommodated within either the Odyssey or Ridings House estate. Facilitating space for the uplifted capability being recruited is being made available within Odyssey House.

5.0 Human Resources (HR)

5.1 Introduction

This HR framework is designed to cover the workforce changes within WYP resulting from a move to the following regional model

- Tactical Lead Force – Regional Crime (Odyssey)
- This model is one of four strategies which have been agreed by the four Chief Constables of YatH to respond to the current austerity measures and a desire by the four Police and Crime Commissioners to reflect the new governance landscape and a more focused approach to regional collaboration.

5.2 Objectives

The Regional HR Framework has the following objectives:

- To support the establishment of Regional Collaboration
- To support business continuity during the transitional period
- To outline the generic HR principals and processes required to support consistency and encourage best practice.
- To identify risks of transfer which may impact on costs, performance and reputation
- To support the delivery of efficiency savings, value for money and minimise employment costs.
- To work within a legal framework, promoting equality and diversity.
- To promote effective partnership working with other Forces, Trade Unions and Federation.

5.3 Overarching HR Transitional Principals

The HR Transitional Principals that should apply throughout are:

- Comply with relevant employment legislation
- Undertake early engagement with employees, officers, unions and Federation (where applicable) to enable effective and sustainable change
- Once formal transfer is established, work with pace to minimise disruption and uncertainty to employees and services affected by the change
- Consult with employees and their representatives, ensuring they are kept fully informed and supported during the change process.
- Promote equality and diversity standards through all transfer, selection and appointment processes, ensuring that all proposed change is equality impact assessed.
- Ensure that all reasonable steps are taken to avoid redundancies.
- Ensure that employees who exit from the Force are supported and treated with dignity and respect.

It will be the responsibility of individual employers to ensure that the HR principals and employment legislation are applied and adhered to.

5.4 Background

Whilst the transfer date has not yet been agreed, there is agreement by the four Yath Chief Constables and Police and Crime Commissioners that the provision of the Regional Crime will transfer to WYP as the Lead Force. As a result of this agreement, much of the work identified within this report is currently ongoing or has been completed.

One particular area which is currently in place is recruitment. All Odyssey vacancies have and will continue to be managed through the WYP process and successful candidates recruited to a WYP contract of employment.

WYP have also commenced engagement with the Unions and are working closely with Regional Force colleagues on due diligence.

5.5 Transfer Legislation

Transfers between transferor (sender) and transferee (receiver) employers will be guided by the legal requirements of the Transfer of Undertakings (Protection of Employment) Regulations (TUPE) and/or the Cabinet Office 'Staff Transfers in the Public Sector Statement of Practice' (COSOP) guidance.

Each transfer is different and decisions are taken depending on the particular circumstances of the transfer. The broad legal principle underpinning transfers is that TUPE applies when there is a '**relevant transfer**'. This may include:

- A transfer of an undertaking, business or part of an undertaking or business or
- A service provision change, where a contractor takes on a contract to provide a service for a client from another contractor.

A decision on whether TUPE applies to any transfer is matter of law and not a negotiating point.

When such a transfer or service provision change takes place, employees who are substantially performing the duties that are to be transferred in the undertaking or business, or delivering the service immediately before the transfer, would normally transfer to the Transferee. In addition to this, the transferring employees will under TUPE have the right to transfer on their existing pay and terms and conditions of employment including continuity of service, this includes public sector Occupational Pension Schemes. However, as a result of due diligence some of the terms may have been consulted upon and agreed as measures (changes), e.g. pay date, certain contractual policies and procedures.

Legal advice has been sought by the Region in respect of establishing the most appropriate transfer vehicle for Odyssey (and other functions). The

Employment Law Solicitor has advised that the regional transfers would be covered by TUPE legislation.

COSOP was a consideration, however even if this had been deemed an appropriate transfer vehicle, the transferring employees would still receive employment protection of their existing terms and conditions of service, i.e. "the principal of TUPE should be followed (where possible using legislation to effect the transfer. The difference between the two approaches is that COSOP does not have a legal standing, it is more relevant to purely "administrative" transfers. The legal advice is that this does not fit with what is proposed by the Regional Chiefs' lead force models.

When TUPE applies a transferee may not, unless the contract of employment allows, unilaterally change the terms and conditions of employment of any of the transferred staff, nor does TUPE allow a transferee to harmonise terms and conditions with its existing workforce as a direct result of the transfer but the transferee may be able to change them for other economic, technical or organisational (ETO) reasons unrelated to the transfer.

5.6 Determination of Employees in Scope to Transfer

The basis for determining which Regional Crime employees are in scope to transfer to WYP depends upon the degree of fit to the agreed regional model. This process is similar to that used in transferring direction and control from SYP, HP and NYP to WYP and as a result of due diligence, 21 staff (this excludes any staff who are currently working notice or on secondment to College of Policing) have been established as in scope for transfer to WYP

5.7 TUPE Process

Once a transfer date has been agreed, the following action should be carried out:-

- Confirmation by both transferee and transferor that the functions are substantively the same and therefore potentially in scope for transfer.
- Due Diligence exercise (Ongoing)
 - Personal data, e.g. name, age, role, grade, salary, qualifications, etc
 - Copies of personal statements/contracts
 - Work related data, performance, attendance, discipline, grievance,
 - Historical data within the preceding two years, claims, discipline, etc
 - Protected terms, e.g. bonuses, additional holiday, any contractual element which if changed as a result of the transfer could be seen as detrimental to the employee and therefore a breach of TUPE legislation.
- In line with the duty to inform and consult, both transferor and transferee should work together to ensure timely and effective consultation with their Unions and Employees (and any other staff associations or representatives) in respect of:-
 - Transfer Dates

- Notification of which employees are in scope to transfer
- Notification of Measures
- Impacts upon existing staff within the Transferee Force
- Consult on those ETO changes (measures) identified as necessary by the transferee, e.g.: Potential Crime Review, Staffing Structures, Pay Date, Annual Leave Period, Shift Patterns, Locations, standardisation of policies, etc.
- All Staff should be accorded a 1 to 1 consultation with HR/Line Manager to discuss how the transfer and the measures will impact upon them personally.
 - Particularly in respect of new staffing structures where there may be reduced numbers of roles or deleted/new posts
 - The transferor as the current employer has the legal responsibility to carry out this consultation; however it is good practice for the transferee to support this process and also to establish mutually agreed adjustments or solutions to problems raised through consultation.
 - Unions and Employees should be given a reasonable amount of time to consult, in any case not less than 45 days
- During the consultation period, there may be objections to the transfer by employees. There are various reasons and solutions to these challenges:-
 - Objection without appropriate grounds, e.g. does not want to work for WYP. The role no longer exists with the transferor and by not transferring the employee would in essence be resigning
 - Where there is an appropriate rationale to support the employee's objections, e.g. the new location is an unreasonable distance from present workplace, the employee would transfer across "on paper" but would be made redundant in line with the appropriate (existing terms and conditions) Organisational Change Process
 - This area is not always so straight forward and has the potential to turn into a grievance or legal challenge, therefore it is important that full facts are obtained and where necessary legal advice established.
 - Consideration – The Transferor may in these cases look to support these employees by allowing them to look for other roles within the current Force prior to the transfer.
- Ensure appropriate communication throughout the process – through briefings, intranet sites, frequently asked questions, etc.
- At the end of the consultation period, the staff will transfer across to the new employer and will receive appropriate variations to their existing contracts in line with the agreed measures.

5.8 Post Transfer

Odyssey is expected to transfer across to WYP "as is", at this point in time, there are no changes to the structure currently in place and the staff will continue to provide a regional service.

Whilst it has been agreed that Odyssey will not be part of the WYP Crime Review on transfer, it is likely that a separate review of the Regional Service will need to take place after the Force Review to ensure there are no duplications and/or service is fit for purpose. Details of how this will be progressed will be advised if and when the review is confirmed.

5.9 Police Officer Moves

Police Officers are not subject to TUPE legislation and therefore will remain an officer within the local Force. Postings should be carried out through secondment and in line with an appropriate Secondment Agreement. If secondment is agreed as the appropriate process for Police Officers from other Regional Forces, the officer will remain a member of their "home Force" but will be under the direction and control of the Chief Constable of WYP. This instruction should be recorded within the collaboration agreement.

5.10 Equality and Diversity

Employers must comply with all relevant employment and equality legislation and be expected to follow best practice when implementing change. Any decisions in respect of appointments to jobs, identification of employees as 'affected by change' or 'at risk' and selection for redundancy must be fair and transparent and made with reference to justifiable, objective criteria.

All proposed changes should be accompanied by an equality analysis of the impact of change on the workforce.

5.11 HR Resources

The HR team covering the Regional work, both in respect of the implementation of the transfer and day to day business, consists of 0.5 of a HR Manager, 1.5 HR Officers (covering Yath SSS and Odyssey) and 1 HR Administration Assistant.

Whilst this may seem rather high, it should be noted the Region also benefit from a full range of HR services as they have full access to other members of the HR Department, the service of which is more difficult to quantify as the work will fluctuate throughout the year:-

- Recruitment Department
- Employee Relations
- Origin support, allocating all employees/officers employee numbers and maintain their records on the HR system
- CARM (Shift Patterns)
- HR Helpdesk
- Health & Safety
- Occupational Health
- Operational HR Support from other members of Collaboration to provide resilience including Head of Collaboration.

In addition to the implementation, the team covers all aspects of general day to day HR provision in respect of sickness, discipline, grievance, performance management, recruitment, consultation with Unions and provision of HR Advice to management and staff – some of which are on differing terms and conditions and currently have a geographical spread across the Yath Region.

5.12 Operational Business

The transfer to Lead Force will require changes to staff personnel numbers (who are not currently WYP employees). This will result in new profiles being needed for affected staff to enable continued access to Force IT systems.

The change in personnel numbers will create an information risk due to the break in links to existing records on IT systems under current employee numbers and passwords which will be replaced by new employee numbers and an operational risk if this transfer to new personnel profiles within the 4 Forces is not seamless as operational delivery will fail.

5.13 Health and Safety

5.13.1 General

The Lead Force will have direction and control over all staff involved in delivering the service. All Police Staff will be employed by the Lead Force who will have responsibility for their Health and Safety as their employer.

All Police Officers will be seconded to the Lead Force under Section 51a of the Health and Safety at Work Act responsibility for Health and Safety will be transfer to the Lead Force, however should the decision be that Officers are not seconded the responsibilities remains with the host force and the legalities become complex.

All parties are required to cooperate with the Lead Force in the provision Health and Safety

5.13.2 Accident reporting

All accidents will be reported to the members of Staffs employer following the local arrangements. Where accident investigations are undertaken by the Lead Force employees for non-Lead Force staff the findings of these will be provided to the local force.

5.13.3 Local premises

Where Lead Force employees are based in local Force premises for operational reasons the local Force will ensure the premises maintained and comply with statutory requirements.

6 Legal

6.1 Section 22A Collaboration Agreement

With the agreement of the RCB to transform the approach to collaboration, it was necessary to re-examine the existing collaborative agreements to ensure that they were fit for purpose and enable this new approach.

The existing collaborative agreements are structured as “overarching” agreements which govern how wider collaboration will be undertaken, with individual “Functional” Agreements, making specific provisions relating to that individual collaborative function.

With the new approach, it was recognised that the existing agreements required redrafting in order to ensure that the provisions are fit for purpose and satisfy the requirement of the RCB. The Force Solicitor for Humberside and South Yorkshire was appointed to lead on this aspect.

The revised overarching document is has been presented to the RCB and is awaiting formal ratification at time of writing.

However, in brief the revised agreement provides for the new Lead Force approach with individual forces being appointed to lead on specific functions, with governance provided by the CCOB and RCB.

Within the agreement, there has been significant re-drafting of provisions, including but not exclusively to the previous “hybrid” employment model whereby staff remained employed by their own force, to that of a true Lead Force model whereby staff are transferred to the employment of the newly appointed Lead Force.

Any staff that remain employed by their existing force will have their direction and control transferred to the lead force for that service. This will enable a significant simplification relating to the employment of staff and clarification on terms and conditions.

It is envisaged that the new collaborative models, linked with this revised Section 22A will trigger the transfer of staff using TUPE although this will need to be considered on a case by case basis for each function.

Consultation has been undertaken on the contents of the agreement with staff associations and trade unions.

The revised functional agreements are currently being drafted, but are unable to be finalise until the detailed provisions of each collaborative function are agreed and then incorporated into the agreement.

6.2 Information Management

All Parties will continue to share information where appropriate to fulfil the purposes of Lead Force collaboration. All forces engaged will endeavour to ensure compliance with the Data Protection legislation through proper application of the governance arrangements contemplated in the Section 22A Collaborative Agreements.

For the purposes of the Data Protection Act 1998 each Chief Constable remains the Data Controller for any personal information recorded (in whatever format) on any information system under that Chief Constable's control.

For the purposes of the Freedom of Information Act 2000 (FOIA) the Force receiving a request under FOIA (acting where appropriate in consultation with one or more of the other Forces) will be responsible for responding to that request and with any subsequent compliance required under FOIA.

Any FOIA requests received by any Force which relate to or touch upon the subject matter of the Collaboration Agreement will be brought to the attention of the Lead Force and other Force where necessary, as soon as practicable and at the request of the Force in receipt of FOIA request, the Forces will offer all reasonable assistance for responding to the FOIA request or any subsequent compliance requirement.

7 Information Technology (IT)

As the service is already located within the WYP area, all existing IT equipment is managed entirely by WYP. There are therefore very few, if any costs associated with the transfer to a Lead Force model.

7.1 Access to I.T. Systems

The migration of Odyssey to a Lead Force from the existing arrangements will require careful planning in respect of permitting access for Police staff to each Force's systems across the region.

It is not anticipated that there will be an issue for Police Officers.

Police staff are currently employed by SYP but will transfer to WYP as their employer from the agreed transfer date.

This will require a change in personnel number to link in with pay roll and a number of other services internal to the Force; it is this change of pay roll number that introduces various operational risks. This being largely due to a break in links to existing records on IT systems under their existing numbers.

If this transfer to new personnel profiles within the 4 Forces is not seamless it could impact upon operational service delivery. Work is underway to develop a process agreeable to all four forces in terms of access and security.

8 Performance and Tasking

8.1 Performance

Capturing performance as it relates to serious organised crime continues to be an issue for which there is still no definitive set of metrics or measures by which to assess success.

The NCA and the Home Office are working on a mechanism which will utilise (Organised Crime Group Mapping) OCGM data to determine extent and nature of disruption caused as a result of Law Enforcement Agency (LEA) activity against Organised Crime Group (OCG's) but this as yet has not been achieved.

The problem is compounded by a lack of a consistent and reliable scoring mechanism related to OCGM nationally which causes significant difficulty when comparing force performance.

Having said that WYP Performance Review Department have been commissioned to provide a new performance framework for the region which will reflect the four P's (Pursue, Prevent, Protect and Prepare) in the new Serious Organised Crime Strategy and given that locally the RIU to ensure consistency across the region it is believed this process will be able to qualify the nature and extent of any disruption caused as a result of our activity.

8.2 Tasking

Regional and National tasking processes have been significantly revised following the inauguration of the NCA. The region have fully engaged with all of these processes and have adopted local processes with each of the constituent forces to ensure a consistent and reliable product is provided at the Daily Management Meeting (DMM). The Regional Intelligence Group (RIG) and Regional Tactical Tasking and Co-ordination Group (RTTCG) continue to drive regional business and are informed by and feed into the national picture on a four weekly basis. There are some issues that require resolution with regard the tasking process for the Syndicates.

9 Governance

The move to Lead Force collaboration requires a strong governance structure. Such a move requires each Force to have absolute clarity regarding the levels of service it requires and a flexibility to be able to respond to emerging issues to meet any changes in strategic or tactical direction. All set against the backdrop of an accountability framework which doesn't stifle the ability of the lead force to deliver the day to day operational management of the service.

The proposed governance structure is in line with that agreed for Scientific Support Services (SSS) by the RCB on 5th July, 2013, where it was agreed that a three tiered approach would be adopted, encompassing Operational, Tactical and Strategic Governance.

9.1 Operational Governance

The regional Odyssey functions will be managed through WYP's Protective Services Operations Division, overseen by the appointed Detective Chief Superintendent, Protective Services (Crime). Day to day management and delivery of the service will be the responsibility of the dedicated management team, in line with standard WYP governance.

9.2 Tactical Governance

The appointed Assistant Chief Officer of WYP will have line management responsibility for the Odyssey Chief Superintendent and subsequently interrogating operational performance standards; disseminating actions and work packages for completion to the Senior Leadership Team (SLT) ensuring that performance, risk and finance remains in tolerance and development opportunities are exploited effectively.

9.3 Service Assurance Group

The lead West Yorkshire Assistant Chief Officer will hold a Service Assurance Group on a 3 monthly basis with counterparts from each of the non-lead forces. This will provide an auditable forum to enable participating forces to be reassured that the service delivered continues to meet the required standards as established in the Service Level Agreements (SLA's). This group will also scrutinise financial performance, business benefits and any implementation of strategic changes to the service, with any exceptional issues being escalated to the strategic board. The administrative functioning of the Group will be a WYP duty in the first instance with responsibility for the extraction and triangulation of performance and finance data, authoring and dissemination of reports, and meeting management.

9.4 Strategic Governance

The Chief Constable of WYP will be accountable to the RCB for the delivery of the service. The Governance Structure Chart is reproduced at **Appendix B**.

10 Communications

A Communications Strategy has been in place for Odyssey whilst operating under the former collaborative arrangements.

The stakeholders engaged in the new Lead Force model will remain largely the same however there is a slightly different dynamic under the new arrangements, and further areas requiring engagement.

In particular, the transfer process itself requires effective communications with each of the collaborative forces, but also the staff and partners directly affected by the changes.

A review of the bespoke Communications Strategy was undertaken in October 2013, and is reproduced at **Appendix C**.

It is intended that this will be a living document, subject to ongoing review as the work progresses, with more detailed stakeholder mapping to be undertaken.

The key objectives of the strategy are as follows:

- To communicate the change process to both internal and external audiences in a clear and timely manner
- To facilitate consultation with officers and staff affected by the changes, ensuring a proper two way information flow
- To transform the way we think and go about our business and ensure everyone understands and works to our shared values
- To ensure all relevant staff and officers across the four Forces are kept informed, not just those within WYP.

11 Finance

11.1 Background

There are financial protocols contained within the revised Section 22A Agreement presented to the RCB.

This paper is prepared assuming the Section 22A Agreement is approved by the RCB.

The paper assumes that the Police Staff currently working in the current Odyssey structure will transfer to West Yorkshire under TUPE regulations.

11.2 Assets

Having canvassed all four Yath Forces it is apparent that the main assets relating to Odyssey sit within the balance sheet of WYP.

This therefore does not pose a problem to a Lead Force delivery model in terms of transfer of ownership. There is no plant and equipment relating to Odyssey capitalised on any other Force balance sheet.

11.3 Budget

The budget has been prepared assuming the same level of grant funding from the Home Office for the development and sustained provision of Regional Organised Crime capability.

The funding mechanism that has been adopted is based around contributions on a net revenue expenditure (NRE) basis.

The regional charges for all elements of Odyssey are based on contributions from all four forces for areas of service provision.

In order to compare Forces contributions for Odyssey in 2013/14 to those contained in this paper it is necessary to adjust for the removal of the Regional Roads Crime Team from the 2013/14 figures. Once this has been done the adjusted contributions for 2013/14 in total are £ 4.1 m. The budget contributions from Forces required in 2014/15 total £ 3.9m an overall saving of £ 200k. Forces savings have been highlighted in the table below and take account of the adjusted NRE contributions for 2014/15.

Force By Force Comparison			
	Cash 2013/14	Cash 2014/15	Saving
West Yorkshire	1,797,569	1,663,147	134,422
South Yorkshire	1,067,599	1,017,747	49,852
North Yorkshire	564,723	536,652	28,071
Humberside	756,343	722,628	33,715
TOTAL	4,186,234	3,940,173	246,061

The revised Section 22A Agreement requires that the NRE rates are reviewed annually as demand may fluctuate year on year.

Appendix D provides a detailed overview of the budget.

12 Conclusions

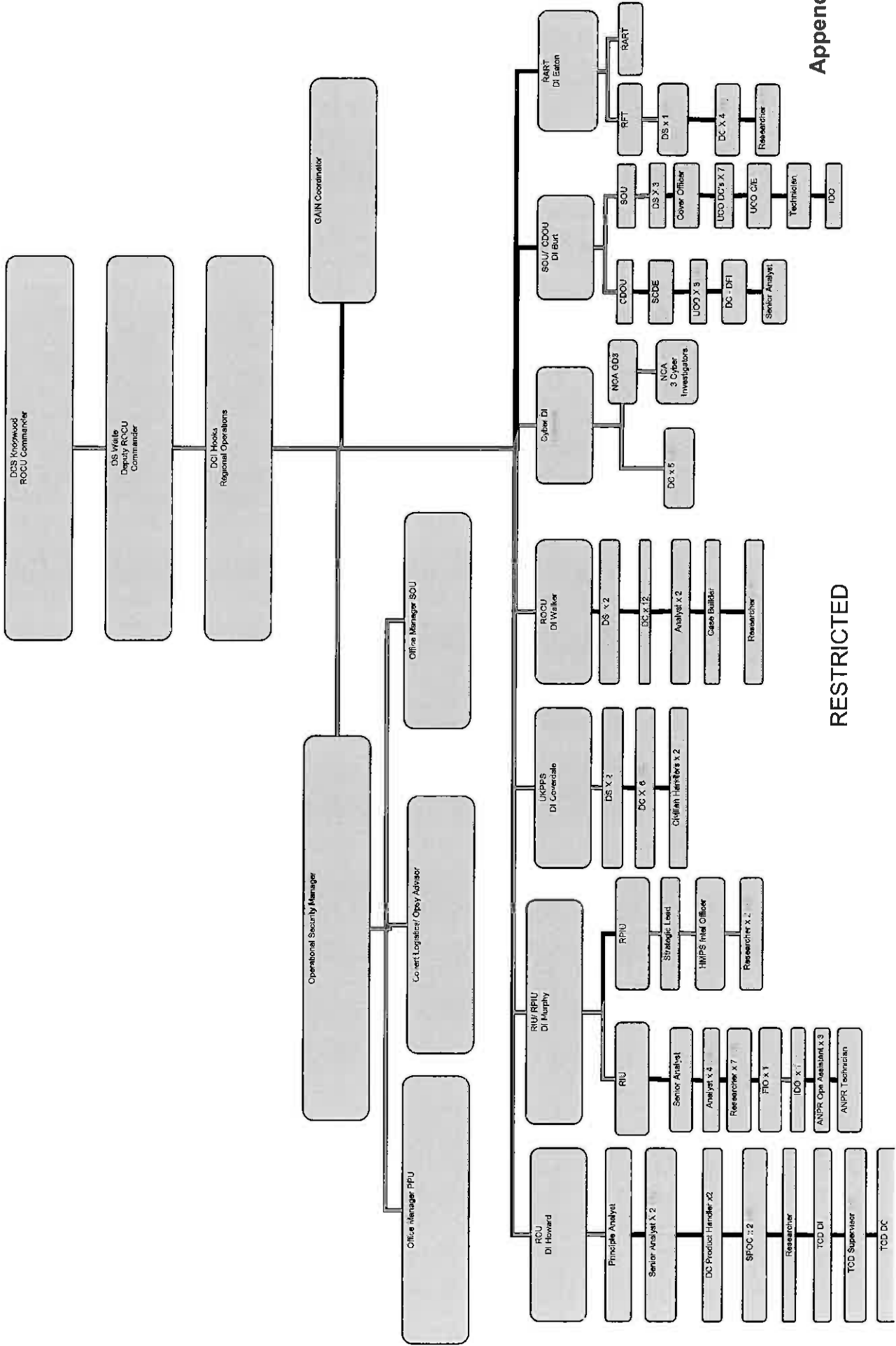
The previous pages detail an account of the business areas within Odyssey coupled with an in-depth review of the financial, HR, IT and operational implications of delivering this service under a Lead Force model.

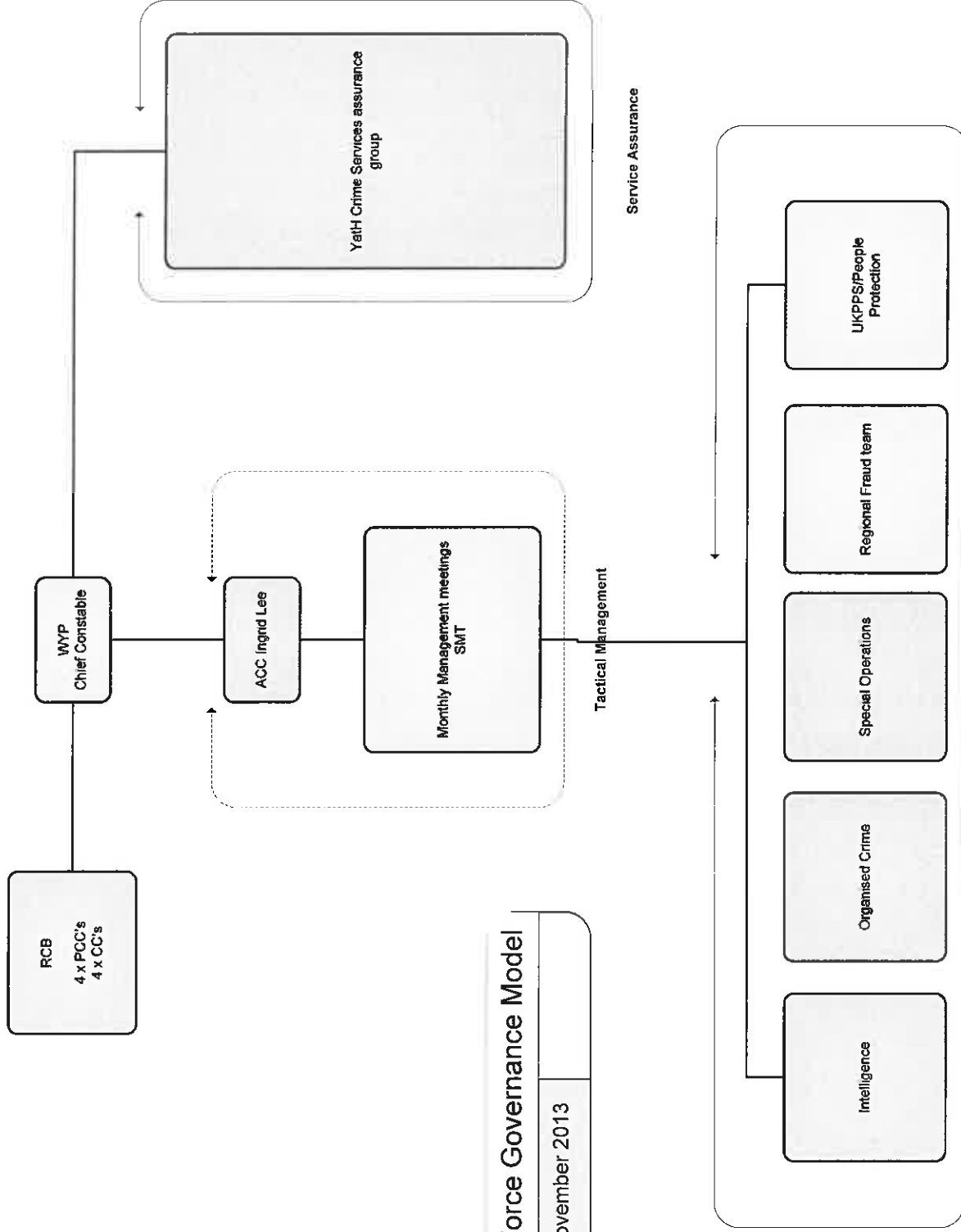
It is recommended that the delivery of this service can be achieved via a Lead Force model under WYP however all partners must take into account the new operating model detailed in the Legal framework and the subsequent financial implications. Once agreement to these structures has been reached staff consultation can commence immediately and work towards the implement of the transfer.

13. Glossary

ACPO	Association of Chief Police Officers
CCOB	Chief Constables Operations
CDOU	Covert Digital Operations Unit
COSOP	Cabinet Office 'Staff Transfers in the Public Sector Statement of Practice'
DMM	Daily Management Meeting
ETO	Economic, Technical or Organisational
FOIA	Freedom of Information Act 2000
GAIN	Government Agency Intelligence Network
HMIC	Her Majesty's Inspectorate of Constabulary
HMPS	Her Majesty's Prison Service
HP	Humberside Police
HR	Human Resources
IT	Information Technology
LEA	Law Enforcement Agency
NCA	National Crime Agency
NRE	Net Revenue Expenditure
OCG	Organised Crime Group
OCGM	Organised Crime Group Mapping
OCPB	Organised Crime Partnership Board
PPU	People Protection Unit
RART	Regional Asset Recovery Team
RCB	Regional Collaboration Board
RCU	The Regional Confidential Unit
RFT	Regional Fraud Team
RIG	Regional Intelligence Group
RIU	Regional Intelligence Unit
ROCU	Regional Organised Crime Unit's
RPIU	Regional Prison Intelligence Unit
RTTCG	Regional Tactical Tasking and Co-ordination Group
SLA's	Service Level Agreements
SLT	Senior Leadership Team
SOU	Special Operations Unit
SPR	Strategic Policing Requirements
SSS	Scientific Support Services
TUPE	Transfer of Undertakings (Protection of Employment) Regulations
UKPPS	UK Protective Persons Service
WYP	West Yorkshire Police

Odyssey Operational Structure Chart





Odyssey Lead Force Governance Model

November 2013



WEST YORKSHIRE POLICE

Communications Strategy

Odyssey Transfer to Lead Force

Author; Abigail Evans	Date; 10th October 2013
Version; 1	Department; Programme of Change

Appendix C

Communications Strategy Odyssey Transfer to Lead Force

Background

The Regional Organised Crime Unit brings together the different operational strands of regional working, combining effective intelligence gathering (Regional Intelligence Unit, Regional Confidential Unit, Special Operations, and Witness Protection Unit) and operational activity (Operational Crime Syndicate and the Regional Asset Recovery Team) under the umbrella term of ODYSSEY.

For the past two years the four Forces have been working together to build capacity and capability in specialist and strategic areas of policing, seeking to provide a resilient regional capability to support local policing.

On the 25th July the Chief Constables from all four forces took the decision to introduce a new business model for delivering collaboration now and in the future. The Chief Constables have agreed significant operational changes that will move from a centralised model to a **lead force model**.

From the first Monday in September, all operational responsibilities will be transferred to the lead forces, with WYP taking responsibility for both Odyssey and Regional Scientific Support Services

Previously SYP have acted as the lead employer for all regional teams, so work will now be undertaken to transfer from that model to the lead force model, ensuring all staff affected by this change received regular and timely updates.

Objectives

- To communicate the change process to both internal and external audiences in a clear and timely manner
- To facilitate consultation with officers and staff affected by the changes, ensuring a proper two way information flow
- To transform the way we think and go about our business and ensure everyone understands and works to our shared values
- To ensure all relevant staff and officers across the four Forces are kept informed, not just those within West Yorkshire Police.

Key Messages

- Maintaining and improving our service to the people of Yorkshire and the Humber is a priority
- Raising our standing compared to other Forces is a must
- Change is vital to the Force's future success

- We will be innovative, ambitious and bold, delivering positive change
- We will use the financial challenge we face as a driver for innovation
- Change will be delivered at all levels in the organisation
- Yorkshire and the Humber Police Forces care about the communities they serve
- We are proud of and care about our officers and staff

Key Audiences

External

- Individuals and communities in Yorkshire and the Humber
- Victims of crime
- Partners
- Businesses
- Opinion formers & key community figures

Internal

- Officers and staff
- Command Teams
- Federation & Staff Associations
- HR and Business Support across four forces

Key influencers

- Offices of the PCCs
- Local, regional and national media
- Councillors and MPs
- Partner organisations in the public and private sector

Delivery Plan

The transfer of the Odyssey Team from the region to West Yorkshire Police as the Lead Force is aiming to be completed by 7th April 2014.

The scale and speed of the change creates a risk that, if poorly communicated, rumour and speculation may lead to confusion about our objectives and unwarranted concerns among staff. It is therefore important that updates are issued on a timely and regular basis, particularly around key milestones.

The Regional Programme Team intranet site will be used to ensure that all relevant staff and officers across the four Forces receive the same information.

Members of the WYP Change Team will be identified to help promote the change principles within the Odyssey Team, engaging staff and overseeing input. Externally, we will liaise with the Communications department within WYP to update the public when and where appropriate, with emphasis being on informing and reassuring. Issues affecting staff will **only** be publicised externally after those staff have been consulted.

Where communities are affected, key figures (councillors, MPS etc) will be notified ahead of wider publicity.

Evaluation and Monitoring

Evaluation of Communication is essential. It enables us to understand the impact our communication is having, whether audiences are being reached effectively and whether we need to adapt our processes.

The following methods will be used to evaluate our success

- Review of staff reach – internal survey/dip sampling by the Odyssey Team, to assess the level of understanding across the Force
- Evaluation of use of internal communication channels (Brief, Bulletin, Beat and Intranet)
- Progress of Odyssey Transfer to be monitored and charted against the milestones and timescales identified within the transfer plan

Appendix D

FUNDING SUMMARY

Management	474,800
Confidential Unit	690,540
RIU	656,879
RPIU	156,028
UKPPS	748,082
ROCU	1,061,308
SOU	1,042,500
CDOU	231,348
Fraud	351,316
CYBER	342,472
RART	756,000
TOTAL	6,511,273

<u>Funded By</u>					
	West Yorkshire	South Yorkshire	Humberside	North Yorkshire	TOTAL
Core Capabilities Funding					2,451,100
External Income					120,000
4 Force Funding	1,663,147	1,017,747	722,628	536,652	3,940,173
TOTAL	1,663,147	1,017,747	722,628	536,652	6,511,273

PROTECTIVE SERVICES CRIME - ODYSSEYBUDGET 2014/15

MANAGEMENT	
Supt - Deputy ROCU Commander	£94,740
DCI - Regional Operations	£75,012
Gain Coordinator	£38,112
Operational Security Manager	£38,112
Office Manager PPU	£32,856
Covert Logistics / Opsy Advisor	£38,112
Office Manager SOU	£32,856
Running Costs	£25,000
Premises Costs	£100,000
Management Total	£474,800

CONFIDENTIAL UNIT	
DI	£70,392
Principle Analyst	£45,600
Senior Analyst x2	£73,128
DC Product Handler x2	£92,832
SPOC x2	£92,832
Researcher	£23,556
TCD DI	£70,392
TCD Supervisor	£70,392
TCD DC	£46,416
Overtime	£25,000
Running Costs	£40,000
Vehicle Fleet	£40,000
RCU Total	£690,540

RIU / RPIU	
RIU DI	£70,392
RIU Senior Analyst	£36,564
RIU Analyst x4	£116,640
RIU Researcher x7	£164,892
IDO	£27,405
FIO	£27,405
RIU ANPR Ops Assistant x3	£91,080
RIU ANPR Technician	£37,501
Running Costs	£25,000
Vehicle Fleet	£60,000
RIU Total	£656,879

UKPPS	
DI	£70,392
DS x2	£114,192
DC x6	£278,496
Civilian Handlers x2	£75,002
Running Costs	£150,000
Vehicle Fleet	£60,000
UKPPS Total	£748,082

ROCU	
DI	£70,392
DS x2	£114,192
DC x12	£556,992
Analyst x2	£58,320
Case builder	£32,856
Researcher	£23,556
Overtime	£80,000
Running Costs	£45,000
Vehicle Fleet	£80,000
ROCU Total	£1,061,308

SOU / CDOU	
Cyber - SCDE	£49,800
Cyber - UOO x3	£98,568
Cyber - DFI - 1 x DC	£46,416
Cyber - Senior Analyst	£36,564
CDOU Total	£231,348

DI	£70,392
SOU - DS x3	£171,288
SOU - Cover Officer	£37,501
SOU - DCs x7	£324,912
SOU - Civilian Equivalent	£37,501
SOU - Technician	£37,501
SOU - IDO	£27,405
Overtime	£120,000
Running Costs	£216,000
SOU TOTAL	£1,042,500

RPIU		FRAUD	
RPIU Strategic Lead	£69,300	RFT - DS	£57,096
RPIU HMPS Intel Officer	£24,616	RFT - DC x4	£185,664
RPIU Researcher x2	£47,112	Researcher	£23,556
Running Costs	£15,000	Overtime	£30,000
		Running Costs	£15,000
RPIU Total	£156,028	Vehicle Fleet	£40,000
		RFT TOTAL	£351,316
RART			
Assuming 63% of RART Grant	£756,000		
CYBER			
DI	£70,392		
DC x 5	£232,080		
Running Costs	£40,000		
CYBER TOTAL	£342,472		
Total Regional Budget		£6,511,273	