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NORTH YORKSHIRE POLICE
COLLECTIVE AGREEMENT
1/2014

This document records the terms of a collective agreement within the meaning of s178 Trade Union and Labour Relations (Consolidation) Act 1992 (TULRCA) as between

1. The Police and Crime Commissioner for North Yorkshire; and
2. The Chief Constable of North Yorkshire Police; and
3. The trade union UNISON through its North Yorkshire Police Branch (referred to herein as "UNISON").

For the purposes of s179 TULRCA is not intended that this agreement shall itself have legally binding effect as between the numbered parties above, but it is intended that its terms shall be incorporated into contracts of employment in respect of members of Commissioner staff and Chief Constable staff in accordance with established convention and the individual contractual provisions applicable to such staff which allow for contractual variation in that manner and/or to the NYP personnel policy framework as the case may be.

BACKGROUND

Since the taking of office the Commissioner has approved new governance arrangements to provide for a co-ordinated approach to delivering effective decision making. This basis of this approach has been to fundamentally change the complex 'arms-length' decision making process, instead of which key decision are now made of a collegiate basis with the Chief Constable and other advisors. Documents supporting this process are the Scheme of Delegation and Memorandum of Understanding between the Commissioner and the Chief Constable.

In particular the Memorandum of Understanding sets out the understanding between the Commissioner and the Chief Constable and their aims on

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relation to joint corporate services whilst respecting the needs for operational independence.

The Commissioner and the Chief Constable recognise and respect the constitutional convention that separates the exercise of police powers from the executive. They recognise and respect the established legal principle that in the discharge of police powers, a constable acts upon his own responsibility; and that a constable is the agent neither of the Commissioner nor the Chief Constable.

The Commissioner and the Chief Constable have made a Transfer Scheme which underpins their cooperative approach to service provision. In order to make embed those joint working conventions they will

- respect the unfettered independence of the office of constable;
- respect the Chief Constable's accountability to the law for the exercise of police powers
- note and respect the non-exhaustive list of examples of the Chief Constable's direction and control as set out at paragraph 33 of the Protocol
- give effect to the accountability framework set out in the Protocol
- commit to making public accountability work, for the benefit of the delivery of efficient and effective policing.
- note and respect the development, at common law, of the concepts of operational independence and of direction and control as considered by the courts from time to time.
- allow their relationship to be guided by those authorities, but to establish such new and innovative divisions of responsibility for the exercise of duties and responsibilities as appear to them to be in the interests of efficiency and effectiveness
- in principle, operate on the basis that any organisational sub-division (whether directorate, department, team, or unit) whose remit does not include the exercise of police powers, could in

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principle provide services on a joint basis, to both corporate bodies

- provide staff to each other where there is a need to do so, ensuring that proper account is taken of the need for staff to plan and organise their capacity where they are called upon to serve more than one corporate objective

DEFINITIONS

In this document the following specific expressions shall have the following meanings unless inconsistent with the context:

"the Act" or "the 2011 Act"	The Police Reform & Social Responsibility Act 2011
"Police & Crime Commissioner" or "Commissioner" or "PCC"	The Police & Crime Commissioner for North Yorkshire as defined by s1 and Schedule 1 to the Police Reform & Social Responsibility Act 2011
"Deputy Commissioner"	any person appointed by the Commissioner under s18 (1)(a) of the Act.
"Commissioner Staff" or "Police Staff employed by the Commissioner"	All Staff in the employment of the Police & Crime Commissioner
"Chief Constable" or "CC"	The Chief Constable of North Yorkshire as defined by s2 and Schedule 2 to the Police Reform & Social Responsibility Act 2011 and Schedule 1 to the Police Act 1996
"Chief Constable's staff" or "Police Staff employed by the Chief Constable"	All Staff in the employment of the Chief Constable
"North Yorkshire Police"	Collectively, the Police & Crime Commissioner and the Chief Constable in their respective corporate capacities as the employer of staff (or, in the case of the Chief Constable in so far as Police Officers are concerned, deemed or de jure employer)
"North Yorkshire Police Personnel" or "NYP Personnel"	Collectively, Police Service Personnel and Commissioner Staff as defined below.
"Police Service Personnel"	Police Officers under the direction and control of the Chief Constable and Police Staff in the employment of the Chief Constable.
"Support Services"	Functions provided by staff employed by the Police & Crime Commissioner but excluding the Office of the Police & Crime Commissioner
"Support Services Personnel"	Staff in the employment of the Police & Crime Commissioner except staff working solely within the Office of the Police & Crime Commissioner

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"Police Service"	The Chief Constable in his corporate capacity as i. the employer of staff; and/or ii. the deemed or de jure employer of Police Officers as the context shall dictate
"Office of the Police & Crime Commissioner" or "OPCC"	Function(s) designated as such and provided by staff employed by the Police & Crime Commissioner, serving the purpose of private office providing direct support to the Police & Crime Commissioner
"Office of the Police & Crime Commissioner Staff" or "OPCC Staff"	Staff in the employment of the Police & Crime Commissioner working solely within the Office of the Police & Crime Commissioner
"Secondments"	Temporarily transferring to carry out work with another employer, whilst remaining an employee of the originating employer

AGREEMENTS

The overall agreed approach and saving provision of this agreement in the event of doubt, is that, policy and procedural provisions apply and can be read as applying to Commissioner staff and Chief Constable staff consistently notwithstanding the use of the expression police staff or police staff member or the like.

All policies and procedures are to be interpreted purposively, and in line with the stated aim of any given policy or procedure. Where necessary the letter of a policy or procedure will be departed from to achieve the same standards of fairness for both Commissioner and Chief Constable staff, and to enable business efficiency and effectiveness.

In particular the following matters are agreed;

1. Secondments within North Yorkshire Police between employers

The Chief Constable is responsible to the public and accountable to the PCC for providing the PCC with access to information, officers and staff as required (paragraph 23 of the Schedule to the Policing Protocol order 2011 – The

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Policing Protocol). In respect of the provision of information by agreement and in line with the scheme of delegation the provision of information is treated as a mutual obligation.

It is recognised and agreed that for a collegiate approach to decision making and to enable the structure of North Yorkshire Police from 1 April 2014, employees will be required to take a joint approach to working on a daily basis and that staff will be provided to each other when there is a need to do so.

It is agreed where necessary in addition to the general approach to joint working that secondments between the two employers can be used to facilitate both the Chief Constable's statutory responsibilities and the joint approach to working where necessary as agreed by the Commissioner and Chief Constable on an individual basis.

2. Notice periods

Where an employee moves between the employers within North Yorkshire Police, it is agreed that contractual notice periods shall in default of any different mutually agreed arrangement, be respected.

3. Redeployment and Redundancy

It is intended that the policy and procedural provisions in place in respect of Redeployment and Redundancy shall apply to both Commissioner and Chief Constable Staff consistently.

It is agreed that for the purposes of redeployment and any requirement to consider an individual for suitable alternative employment any search for such

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roles will extend to roles across North Yorkshire Police, and will not be confirmed to the body corporate from which the person to be redeployed or suitable alternative employment candidate originates.

4. Conduct suspension alternative duties

The Police Reform Act 2002 provides the formal regime applicable to Police Officers and Staff serving with the Police.

The detailed workings of these provisions are catered for in the revised complaints and conduct infrastructure.

The general understanding is that the same standards of professional behaviour and management of alleged breaches are applicable to Commissioner Staff as they are to persons serving with the police. The Commissioner staff are expected to meet the standards set out in the Police Staff Council Standards of Professional Behaviour. Any matters involving Commissioner staff will be addressed to the same standards of fairness and they will be afforded the same rights and entitlements as Chief Constable Staff.

5. Career Break returners

It is intended that the policy and procedural provisions in place in respect of Career Breaks shall apply to both Commissioner and Chief Constable Staff consistently.

It is agreed that for the purposes of finding an appropriate role for an employee to return to, this search will extend to roles across North Yorkshire

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Police, and will not be confirmed to the body corporate from which the person originated prior to their career break.

6. Maternity and Adoption leave sharing between parents working for both employers

It is agreed that all statutory entitlements are preserved when moving between the employers within North Yorkshire Police, and for the purpose of any test to determine entitlement service with either employer will count.

All entitlements relating to maternity and adoption leave will be applied consistently across both employers in line with the applicable statutory provisions in force at the time.

7. Continuity of Service

It is agreed that a mutual continuity of employment provision will apply so as to mean that continuity of employment is preserved when moving between the employers within North Yorkshire Police.

Both the Commissioner and the Chief Constable agree to honour full statutory entitlements that would have been accrued but for a transfer between employers within North Yorkshire Police.

8. Existing Collective Agreements

Schedule 1 to this agreement contains a list of previously adopted Collective Agreements. It is intended that the Commissioner and the Chief Constable will be bound by the terms of these, and there are adopted without repetition

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within this document, in line with the Transfer Scheme and Schedule 15 of the Police Reform and Social Responsibility Act 2011.

It is agreed that any previous Collective Agreements will be interpreted in line with the provisions of this agreement, and to achieve consistency of entitlement between Commissioner staff and Chief Constable staff.

COMMENCEMENT OF AGREEMENT AND REVIEW

This agreement shall have effect from 1 April 2014. It shall be reviewed, by the most senior member of Police Staff responsible for HR in consultation with UNISON, at least every 2 years from this date.

..... Name:

Signed for and on behalf of
the Chief Constable of North Yorkshire Police

..... Name:

Signed for and on behalf of
The Police and Crime Commissioner for North Yorkshire

..... Name:

Signed for and on behalf of UNISON

Dated this day of March 2014

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SCHEDULE 1

- North Yorkshire Police Staff Collective Agreement – including Working time and exigencies of duty
- Agreement between North Yorkshire Police and Unison - Amendment to the start of the working day (staff)
- Agreement between North Yorkshire Police and Unison - Shift Allowance, Annual Leave and 24 hour cover
- Agreement between North Yorkshire Police and Unison – Industrial Action
- Collective agreement – Voluntary Redundancy

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