



**COLLABORATION AGREEMENT FOR THE PROVISION OF
FIREARMS AND EXPLOSIVES LICENSING SERVICE**

BETWEEN

**THE CHIEF CONSTABLE OF WEST MIDLANDS POLICE
THE CHIEF CONSTABLE OF STAFFORDSHIRE POLICE
THE POLICE AND CRIME COMMISSIONER FOR WEST MIDLANDS
THE POLICE AND CRIME COMMISSIONER FOR STAFFORDSHIRE**

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THE CHIEF CONSTABLE OF STAFFORDSHIRE POLICE

THE POLICE AND CRIME COMMISSIONER FOR WEST MIDLANDS

THE POLICE AND CRIME COMMISSIONER FOR STAFFORDSHIRE

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Part 2

SCHEDULE I - Firearms and Explosives Licensing Service Specification

SCHEDULE II - Governance

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SCHEDULE IV - Cost Recovery Model

PART 1

GENERAL AGREEMENT

THIS GENERAL AGREEMENT is made on the

BETWEEN:

1. The Chief Constable of West Midlands Police
2. The Chief Constable of Staffordshire Police
3. The Police and Crime Commissioner for West Midlands
4. The Police and Crime Commissioner for Staffordshire
(*the Parties*)

AND IT IS AGREED as follows:

SECTION 1: DEFINITIONS

In this General Agreement and accompanying Schedules, the terms below have the following meanings:

- 1.1 **Agreement(s)** – The agreements as set out in Part 1 (the General Agreement) and Part 2 (Schedules).
- 1.2 **Chief Constables** -The Chief Constables of West Midlands Police and Staffordshire Police.
- 1.3 **General Agreement** - The document incorporating definitions, legal context, statement of intent and general terms.
- 1.4 **Home Force** - the force of which a police officer is a member, or of which related Local Policing Body a member of police staff is employed.
- 1.5 **Initial Review Date** - the date as defined at Section 7.1.
- 1.6 **Local Policing Body** - As defined in Section 96 of the Police Reform and Social Responsibility Act 2011.
- 1.7 **Statement of Intent** -The intention of the parties in working together set out in Section 3 of this Agreement.

In this Agreement unless where otherwise specified.

- 1.8 The headings are for convenience only and shall not affect its interpretation.
- 1.9 References to a section, clause, paragraph or appendix are to a section, clause, appendix or paragraph within the Agreement.
- 1.10 Any reference to any statute shall include references to such statute as it may have been, or may from time to time be amended, consolidated or re-enacted and to any regulation or subordinate legislation made under it (or under such an amendment, consolidation or re-enactment).
- 1.11 Any phrase introduced by the term "including", "include", in "particular" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms.

- 1.12 The words "in writing" and "written" mean "in documented form" whether electronic or hard copy, unless otherwise stated.
- 1.13 Reference to the plural shall include the singular and vice versa and reference to one gender includes references to all genders.
- 1.14 Any reference to a person shall be to a legal person of whatever kind whether incorporated or unincorporated, and to its successors, admitted assigns and transferees.
- 1.15 Words shall not be given any restrictive, interpretation by reason only of their, being preceded or followed by words indicating a particular class of acts, matters or things.
- 1.16 Any reference to a notice consent, approval agreement and/or permission being required under this Agreement shall unless expressed to the contrary in this Agreement be given in writing.
- 1.17 All agreement on the part of any Party comprising more than one person or entity should be joint and several throughout this Agreement and the neuter singular.

SECTION 2: LEGAL CONTEXT

- 2.1 Section 22A and Section 23 Police Act 1996 (as amended) enable chief officers of two or more police forces to make a collaboration agreement about the discharge of functions by officers and staff of any of their forces in the interests of efficiency or effectiveness. Function comprises all and any of the powers and duties of police forces.
- 2.2 A chief officer may enter into a collaboration agreement only with the approval of the Local Policing Body responsible for maintaining the chief officer's force.
- 2.3 Section 22A and Section 23A of the Police Act 1996 enables two or more Local Policing Bodies to make a collaboration agreement about the provision of support for any of those Local Policing Bodies and/or for any of the police forces which they maintain support including the provision of premises, equipment, staff, services and facilities.
- 2.4 A Local Policing Body may enter into a collaboration agreement only if it considers that the agreement is in the interests of the efficiency or effectiveness of one or more Local Policing Bodies or police forces and only after consulting with the chief officer of the police force maintained by the Local Policing Body.
- 2.5 Where a collaboration agreement includes a provision about the discharge of functions by employees who are under the direction and control of a chief officer, the collaboration agreement may only be made with the approval of that chief officer.
- 2.6 This Agreement is a Collaboration Agreement and the terms of the Agreements are to be read in conjunction with legislation and the statutory guidance for police collaboration.
- 2.7 The General Agreement is structured to identify the purpose of the collaborative service, to agree to joint working and to identify common provisions.
- 2.8 In construing the Agreement, where there may be any conflict between the meaning of any term as may appear both in the General Agreement and the Schedules, the terms applicable are those contained in the General Agreement and any appendices and protocols referred to within them.

SECTION 3: STATEMENT OF INTENT

- 3.1 The Parties have agreed to work together in accordance with their relevant statutory powers

and duties to implement, maintain and monitor a single Firearms and Explosives Licensing Service.

- 3.2 The Parties consider that provision of Firearms and Explosives Licensing for both forces would be more efficiently and effectively discharged through a joint collaborative approach to deliver all aspects of the Firearms Acts 1968 – 1997 (inclusive), Home Office Guide on Firearms Licensing Law (2013) and the ACPO Authorised Professional Practice for Firearms Licensing
- 3.3 The Chief Constables and the Local Policing Bodies party to this Agreement have agreed to work together in accordance with their relevant statutory powers and duties to establish, monitor and conduct the Agreement for the provision of a single Firearms and Explosives Licensing Service as set out in Schedule 1 of this Agreement.
- 3.4 The Agreements are made with the approval of the Local Policing Bodies party to this Agreement to secure co-operation with other police forces where that is in the interests of efficiency and effectiveness.
- 3.5 The Local Policing Bodies party to this Agreement agree to collaborate in the provision of services and facilities to oversee and support the police forces and to ensure compliance with their statutory duties in relation to policing and the Collaboration Agreement is entered into for this purpose pursuant to Section 23A of the Police Act 1996.

SECTION 4: EXTENT OF GENERAL AGREEMENT

- 4.1 Where the Agreement(s) does not deal with an issue pertinent to the conduct or management of the General Agreement, it shall be agreed by the Parties.

SECTION 5: COMMENCEMENT DATE

- 5.1 The Agreement(s) shall come into force on the 1 January 2013 and shall continue in force unless terminated, varied or extended by variation under the provisions of this General Agreement.

SECTION 6: ADMISSION OF NEW PARTNERS

- 6.1 Further partners may be added to the Agreement(s) with the unanimous agreement of the Parties.
- 6.2 Further UK Local Policing Bodies may be added to the Agreement(s) with the unanimous agreement of the Parties.

SECTION 7: REVIEW OF AGREEMENT

- 7.1 This General Agreement shall be reviewed by 1 August 2014 (the "Initial Review Date") and every two years thereafter or earlier by agreement of the Parties. The method and purpose of the review process is to ensure that the Agreement is functioning effectively in line with the Statement of Intent set out in Section 3. This will include an assessment as to whether the intent and objectives are being met; the perceived benefits are being realised, or whether there would appear to be a better way of providing a Firearms and Explosives Licensing Service in the geographical areas of West Midlands and Staffordshire.
- 7.2 Performance monitoring will be established and the Parties agree that it will be reviewed.

- 7.3 A review may also be commissioned at any time by the Chief Constable or Local Policing Body if there are felt to be significant failings in command, the service provided, of if any incident, or series of incidents, arises which gives any of the Parties cause for concern.
- 7.4 Such reviews are without prejudice to any performance monitoring of the two forces that either Local Policing Body party to this Agreement may wish to undertake from time to time either individually or by other parties acting on their behalf.
- 7.5 The review obligations provided for in this Section shall not interfere with the requirement on the Parties to keep under consideration arrangements for potential collaboration agreements, in accordance with Section 22B and Section 22C of the Police Act 1996.

SECTION 8: VARIATION OF AGREEMENT

- 8.1 Without prejudice to the power of the Secretary of State to prohibit the variation of an agreement under Section 23G(4) of the Police Act 1996, the terms of this Agreement may be altered or appended to at any time by agreement between the Parties.
- 8.2 Any material variation of this Agreement will require the termination and the creation of a new agreement (containing the amendments). Any variation must be made subject to such consent, approval or consultation as is required by Section 23 of the Police Act 1996.
- 8.3 Without prejudice to Section 8.4 where this Agreement is amended, any amendments must be approved by the Local Policing Bodies party to this Agreement and the Chief Constables.
- 8.4 Variation to this Agreement will be made when directed by the Secretary of State under Section 23FA and Section 23G(4) of the Police Act 1996.
- 8.5 It is recognised that a number of protocols relating to business areas will be developed on a case by case basis as the Agreement develops. These may be added as protocols to this General Agreement, varied or terminated where necessary and shall not require the creation of a new General Agreement.

SECTION 9: TERMINATION OF AGREEMENT

- 9.1 The Agreements or any part of them may be terminated by notice given by the Secretary of State in accordance with Section 23H of the Police Act 1996.
- 9.2 The Agreements or any part of them may be terminated at any time by the joint agreement of the Chief Constables and the Local Policing Bodies party to this Agreement, and the date of termination and the exit strategy will then be agreed by the Chief Constables and the Local Policing Bodies party to this Agreement.
- 9.3 The Agreements or any part of them may be terminated at any time by any of the Parties providing written notice, which shall:-
- i. be served on the Local Policing Bodies' Chief Executives and on the Chief Constables; and
 - ii. (where the Party serving notice is a Chief Constable) certify that the Party serving notice has consulted his/her Local Policing Body on termination, its impact and the timescales involved in terminating the Agreement and/or Agreements; and
 - iii. (where the Party serving notice is a Local Policing Body) certify that the Party serving notice has consulted its Chief Constable on termination, its impact and the timescales involved in terminating the Agreement and/or Agreements; and
 - iv. specify the date upon which termination of the Agreement and/or Agreements should take effect which shall be not less than twelve months unless a shorter period is agreed by both Parties from the date of service of the notice.

- 9.4 Where the Agreements or any part of them are terminated under Section 9.3 above, both Parties in agreement and pursuant to Section 14 shall be liable:-
- i. for all the reasonable costs and liabilities associated with the serving of notice unless as provided for otherwise in this General Agreement and
 - ii. to honour its share of any contractual obligations entered into as part of the Agreements and/or the operation of the Agreement prior to the end of the notice period; and
 - iii. for all other contributions due from it to the other Parties in respect of the Agreements prior to and during the notice period.
- 9.5 Any payment in respect of a Party's obligations under Section 9.4 above shall be liable for payment within three months of the Parties agreeing the amount or amounts due, or within such other period as may be agreed between the Parties.
- 9.6 In the event of any disagreement or dispute between the Parties arising out of this Section 9 ('Termination') only, the Parties shall in the first instance seek to resolve the matter by discussions between themselves, in the event that the Parties are unable to resolve the disagreement or dispute, then any Party may by written notice to the others require that the matter is referred to arbitration for resolution. The arbitrator shall be appointed by agreement between the Parties or, in default, be an arbitrator accredited by the Centre for Effective Dispute Resolution ('CEDR'). The decision of the arbitrator shall be final and binding.

SECTION 10: GOVERNANCE AND ACCOUNTABILITY

- 10.1 The Parties may agree from time to time a governance structure for all collaborative working undertaken between the Parties and this structure for the time being is set out within Schedule II and can be varied at any time with the agreement of the Parties.
- 10.2 Governance will be delivered alongside the Justice Services Collaboration Board on a quarterly basis, chaired by the appropriate ACPO lead within Staffordshire.

SECTION 11: CHIEF CONSTABLES' DIRECTION AND CONTROL

- 11.1 It is agreed by the Parties that legal liability shall be determined in accordance with and rests with the direction and control of the relevant Force at the time the incident creating legal liability took place.
- 11.2 Each officer and member of staff working within the Agreement will be required by their appointing Chief Constable ultimately to work to the instruction of the ACC or Director appointed to lead his/her area of business, and in accordance with the terms of the Agreements (where in force). On a day-to-day basis each officer and member of staff working within the Agreement will be line managed by officers and staff within the command structure, irrespective of which is the appointing Force or employing Local Policing Body of those being line managed and those line managing.

SECTION 12: POLICE OFFICERS AND POLICE STAFF

- 12.1 Police Staff and officers who are assigned to work within the Agreement from either Local Policing Body/Force shall continue as employees and members of the original employing Local Policing Body/Force irrespective of their place of work and irrespective of whether direction and control has been transferred. Their pay, welfare, pensions, terms and conditions and all other respective employment and service matters (including disciplinary matters) shall remain the responsibility of the original employing Local Policing Body/Force.

- 12.2 New staff appointed to work under the terms of the Agreement from outside both Forces will be employed/appointed by one party.
- 12.3 Employment matters connected to the Agreement are to be determined in accordance with a Human Resources Protocol as set out within Schedule III of this Agreement.

SECTION 13: POLICIES AND PROCEDURES

- 13.1 The Parties will work together to ensure that their policies and procedures relevant to the Agreement are reviewed and will achieve single policies and procedures as far as this is practicable and can be agreed.
- 13.2 The Parties shall procure that officers and staff will follow their own Force/Local Policing Body's policies or national policy until such time as joint policies may be agreed.
- 13.3 The Parties recognise that there may be areas of difference which may give rise to exceptions from, or modifications to, single policies and procedures. These may be agreed by the Parties on a case by case basis at the relevant time.

SECTION 14: FINANCIAL ARRANGEMENTS

- 14.1 Costs and savings associated with staff, officers, on costs and non-pay expenditure, which provide for the running of the Agreement and have been agreed as part of the shared budgetary arrangements determined by the Chief Constables, will be based upon Net Revenue Expenditure ('NRE') in any given year, and which are currently in the following ratios.

West Midlands Police - 38.5%
Staffordshire Police - 61.5%

This expenditure is based on the ratio of licensed certificate throughout the Staffordshire and West Midlands Policing areas. This ratio will require an annual review to maintain an accurate reflection of the work balance. Cost recovery by Staffordshire Police will occur quarterly using this ratio within Section 14.1 (to be reviewed on a periodic basis).

- 14.2 Staffordshire Police will cost recover throughout the financial year 50% of the Firearms and Explosives Licensing Manager's pay (inclusive of overtime) and expenses as detailed at Schedule IV.
- 14.3 The cost recovery shall commence on 1 August 2013.
- 14.4 These ratios will also be applied to any under-spend or overspend on the annual Budget.
- 14.5 NRE will be calculated to 1 decimal place.
- 14.6 All other financial arrangements shall be managed in accordance with the Firearms and Explosives Licensing cost recovery model which forms Schedule IV of this Agreement.

SECTION 15: ASSETS

- 15.1 The Chief Constables are responsible for the maintenance of asset registers for the property owned by their Force/Local Policing Body.
- 15.2 Where Chief Constables/Local Policing Bodies provide assets to be used by the Agreement, a joint asset inventory shall be maintained by the ACT in accordance with the Schedules and the inventory will clearly identify the owner of the assets listed in it.

SECTION 16: INSURANCE AND LIABILITIES

- 16.1 It is agreed by the Parties that legal liability shall be determined in accordance with and rests with the direction and control of the relevant Force at the time the incident creating legal liability took.
- 16.2 Each Party shall save and hold harmless the other Parties from all losses, claims, damages, costs, charges, demands of proceedings incurred or brought as a result of the negligence of its officers and staff, unlawful acts and/or breaches of its obligations under this General Agreement and its Schedules.
- 16.3 In respect of uninsured losses not insured by the insurance policy, judicial review, complaints, grievances or conduct issues arise from joint working, the relevant Parties will agree the way in which those matters will be handled on a case by case basis.
- 16.4 All employers' liability claims, Employment Tribunal claims complaints, grievances and conduct issues raised by or against officers or staff working within the Agreement will be dealt with by their employing/appointing Chief Constables/Local Policing Body (unless otherwise agreed) in accordance with each Chief Constable's respective Professional Standards' or police staff discipline policies.
- 16.5 Insurance shall be determined in accordance with the policy wording, policy schedule and insurance certificate for the relevant Party valid at that time

SECTION 17: INFORMATION MANAGEMENT AND CONFIDENTIALITY

- 17.1 Each Chief Constable and Local Policing Body will be responsible for ensuring compliance with the Data Protection Act 1998 (DPA) with regard to the processing of data. This includes the provision and sharing of data for use for the Agreement and for data which is created through the Agreement.
- 17.2 For the purposes of the DPA and until such time where an agreement may be reached in respect of a joint Data Controller (if applicable) each Chief Constable remains the Data Controller for any personal data recorded on the information systems (electronic and paper) under his/her control, i.e. within the relevant Force's electronic network or in structured and unstructured filing systems operated and stored on the relevant Force's premises.
- 17.3 Data created by the Agreement will be shared equally by the Parties where this is required and necessary and subject to any limitations imposed by the DPA. This data will be retained in accordance with each Party's data management policies, which have been assessed to ensure broad compatibility and which will show due regard to the principles of The Management of Police Information ('MOPI').
- 17.4 The activities of an officer serving within a particular Force or a staff member employed by a particular Local Policing Body and under the direction and control of the relevant Chief Constable in respect of access to and use of any data controlled by any Party will be governed by the policies of the employing Force or Local Policing Body, which will be assessed to ensure broad compatibility as soon as this is practically possible.
- 17.5 In respect of all issues relating to data management, the relevant head of service will be consulted and the Parties will procure that the head of service will provide direction on operational issues on behalf of the Parties.
- 17.6 The Parties each undertake to the other Parties that they shall not, save in the proper performance of their respective obligations under this Agreement or in accordance with their legal obligations, without the prior consent of the other disclose to any person any confidential information. This Section 17.6 shall not apply to any information which is in or enters into the public domain otherwise in breach of any undertaking of confidentiality or which any Party is

obliged to disclose for the purpose of discharging police or Local Policing Body functions or pursuant to any legal obligation.

- 17.7 The Parties undertake to make the relevant head of service aware of the confidentiality of the confidential information belonging to the other Parties and the provisions of the Agreements.
- 17.8 The Parties shall comply with any operating protocols as may be agreed between the Parties in respect of sharing of data and will work towards developing Data Security and Sharing Protocol as soon as this is practically possible.
- 17.9 The Parties shall agree with the statement of compliance below regarding the specific use of West Midlands Police (WMP) systems through the WMP Secure Citrix portal:

The application of this Agreement will be covered under the periodic review of Firearms and Explosives Licensing. The reason for access to the WMP systems is outlined in section 3.2. WMP systems within 17.9 i, ii and iii refer to FLINTS, OASIS, CYCLOPS, Property and the WMP portal of the National Firearms Licensing Management System. The Chief Constable of Staffordshire Police and the Local Policing Body for Staffordshire accepts:

- i. the requirements and statements as defined by WMP's Code of Connection and will adhere to these standards at all times, and maintain appropriate documented evidence of compliance which will be made available to the Chief Constable of West Midlands Police and/or the Local Policing Body for West Midlands upon request.
- ii. responsibility for the security of all aspects and elements which comprise of WMP's local implementation of systems accessed by Staffordshire Police through the WMP Secure Citrix Portal. Staffordshire Police will certify that appropriate, accredited capabilities exist to support the usage WMP systems up to and including Impact Level 3 for Confidentiality and Integrity.
- iii. Staffordshire Police's connection to the WMP systems may be subject to disconnection by WMP if WMP are not satisfied that Staffordshire Police is adhering to this Code of Connection.

SECTION 18: FREEDOM OF INFORMATION REQUESTS

- 18.1 For the purposes of the Freedom of Information Act 2000, the Parties remain separate Public Authorities.
- 18.2 Freedom of Information requests relating to the conduct of the Collaboration Agreement will be dealt with by the Chief Constables or Local Policing Bodies, the recipient Chief Constable or Local Policing Body will be responsible for co-ordinating the response, agreeing the disclosure with the other relevant Parties and replying to the request, in consultation with the other Parties where required.

SECTION 19: VETTING

- 19.1 The Parties shall procure that staff and officers seeking access to Parties systems or information will be vetted to the level required by the Party owning the system or information. Persons failing vetting will not be permitted to access the systems or information.
- 19.2 The Chief Constables or Local Policing Bodies shall work together to agree a standard approach for vetting of staff and officers as soon as is practically possible.

SECTION 20: HEALTH AND SAFETY

- 20.1 Each Chief Constable will be responsible for the health and safety of his own officers.
- 20.2 Each Local Policing Body will be responsible for the health and safety of the staff employed by it.
- 20.3 The ACC with the relevant portfolio will be responsible for ensuring that all appropriate risk assessments have been carried out for the Agreement, are up to-date and are complied with.
- 20.4 The Chief Constables shall work towards a joint risk assessment and joint health and safety procedures for the Agreement.

SECTION 21: DISPUTE RESOLUTION

- 21.1 Any dispute or disagreement arising from the day-to-day management of the Agreement shall initially and immediately be referred to the relevant head of service.
- 21.2 If the dispute or disagreement cannot be resolved successfully by these means it will be referred initially to the relevant ACC or Director lead of the Justice Service and Firearms Licensing Board and if not resolved to the Governance Board itself.
- 21.3 In the case of operational matters requiring urgent resolution the matter will be referred to the Chief Constables.
- 21.4 Any dispute or disagreement relating specifically to the termination of the Agreements will be subject to the dispute resolution mechanism set out in Section 9.6 above.
- 21.5 In the event of any disagreement or dispute between the Parties arising out of or in connection with this Agreement (with the exception of Section 21.4 above), including any question of the validity and interpretation of this Agreement, the Parties shall in the first instance seek to resolve the matter by discussions between themselves in the event that the Parties are unable to resolve the disagreement or dispute, then any Party may by written notice to the others require that the matter is referred to arbitration for resolution. The arbitrator shall be appointed by agreement between the Parties or, in default, be one accredited by the CEDR. The decision of the arbitrator shall be final and binding upon the Parties.

SECTION 22: LEGAL COMPLIANCE

- 22.1 The Parties are responsible for ensuring that they comply with their legal duties in regard to their officers and staff working in the Agreement in particular in regard to the protection afforded by the Public Interest Disclosure Act 1998, employment legislation, Health and Safety Act 1974, etc.
- 22.2 Nothing in the Agreements shall affect, fetter or otherwise qualify the operational independence of any of the Chief Constables who are party to this General Agreement.

SECTION 23: GOVERNING LAW AND JURISDICTION

- 23.1 The Agreements shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts.

SECTION 24: LEGALLY BINDING

- 24.1 The Parties agree that the Agreements shall be fully legally binding between the Parties.

SECTION 25: ENTIRE AGREEMENT

25.1 The Agreements set out the entire Agreement between the Parties in connection with its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between the Parties.

SECTION 26: ILLEGAL/UNENFORCEABLE PROVISIONS

26.1 If the whole or any part of any provision of this Agreement is void or unenforceable the other provisions of this Agreement and the enforceable part of any void or unenforceable provision will continue in full.

SECTION 27: ASSIGNMENT

27.1 Except where assignment or transfer occurs or is made necessary by operation of law, none of the Parties may assign or transfer this Agreement as a whole, or any of the rights and obligations under it, without first obtaining the written consent of all of the other Parties and such consent not to be unreasonably withheld or delayed.

SECTION 28: WAIVER

28.1 Where a Party fails to enforce or delays in enforcing any obligation of any other Party or fails to exercise or delays in exercising a right under this Agreement, such failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver by a Party of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on future occasion.

SECTION 29: COUNTERPARTS

29.1 This Agreement may be signed in any number of counterparts and this has the same effect as of the signatures on counterparts or on a single copy of this Agreement.

SECTION 30: NOTICES

30.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in the Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this Section 30.1. Any such notice may be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by and when delivered, if by first class post 48 hours after posting and if by facsimile when despatched.

SECTION 31: THIRD PARTIES

31.1 This Agreement does not create any rights enforceable by any person not party to this Agreement under the Contracts (Rights of Third Parties) Act 1999.

SIGNATORIES

IN WITNESS whereof:-

Chief Constable of West Midlands Police: Signature.....
Name.....
Date.....

(Witness) Signature.....
Name.....
Date.....

**Chief Executive of West Midlands Office for Policing and Crime
For and on behalf of the Police and Crime
Commissioner for West Midlands:** Signature.....
Name.....
Date.....

(Witness) Signature.....
Name.....
Date.....

Chief Constable of Staffordshire Police: Signature.....
Name.....
Date.....

(Witness) Signature.....
Name.....
Date.....

**Chief of Staff of Office of the Police and Crime Commissioner for Staffordshire
For and on behalf of the Police and Crime
Commissioner for Staffordshire:** Signature.....
Name.....
Date.....

(Witness) Signature.....
Name.....
Date.....

PART 2

SCHEDULE I – FIREARMS AND EXPLOSIVES LICENSING SERVICE SPECIFICATION

Staffordshire Police shall provide the administration and a proportion of the enquiry functions required to undertake the firearms and explosives licensing process as set out by the Firearms Acts 1968 – 1997 (inclusive), the various explosives Acts together with published Home Office Guidance to Police (2002). Primarily this will involve the grant and renewal of the following:

1. Firearms Certificates
2. Shotgun Certificates
3. Explosives Acquire Only Certificates
4. Explosives Acquire and Keep Certificates
5. Temporary Permits
6. Registered Firearms Dealerships
7. Visitors Permits
8. European Firearm Passes
9. Article 7 authorities
10. Section 11(6)
11. Club Approvals
12. Enquiries re: Section 5 Authorities, Museum Licenses and Firearms Club Approvals (undertaken on behalf of the Home Office)
13. Auctioneers Permits

Staffordshire Police will undertake all subsequent licensing requirements (only) which arise from the certification processes listed above.

In return for the above, West Midlands Police shall pay a Staffordshire Police invoice (subject to VAT) at quarterly intervals, which will be agreed before the start of each financial year from the cost recovery model at Schedule IV.

SCHEDULE II – GOVERNANCE

The Staffordshire and West Midlands Firearms and Explosives Licensing Governance Committee shall provide guidance and mandate to the Firearms and Explosives Licensing Manager when delivering responsibilities both Chief Constables have for the Firearms Acts 1968 – 1997 (inclusive), the various explosives Acts and published Home and ACPO guidance. It recognises the responsibility to both police forces to deliver an efficient and effective Firearms Licensing service.

COMPOSITION

The Committee shall be comprised of representatives from both Staffordshire and West Midlands in the areas of:

- Operational Services Senior management
- Financial Services
- Human Resources
- Information and Communication Technology (ICT)

The appointment of the committee chair will be made by the ACPO lead; the secretariat will be arranged by the Firearms and Explosives Manager who will also attend every meeting.

Additional representation will be required from the Collaboration Programme with the additional ability to 'co-opt' appropriate stakeholders into a meeting as and when required.

The Committee shall meet as frequently as circumstances dictate, a minimum of 2 meetings are required per year, meetings of the Committee may only be held in person.

CRITERIA FOR SERVICE

The meeting structure will provide governance for the strategic development for:

1. The firearms and explosives licensing process as set out by the Firearms Acts 1968 – 1997 (inclusive), the various explosives Acts together with published Home Office Guidance to Police (2002). Primarily this will involve the grant and renewal of the following:
 - a. Firearms Certificates
 - b. Shotgun Certificates
 - c. Explosives Acquire Only Certificates
 - d. Explosives Acquire and Keep Certificates
 - e. Temporary Permits
 - f. Registered Firearms Dealerships
 - g. Visitors Permits
 - h. European Firearm Passes
 - i. Article 7 authorities
 - j. Section 11(6)
 - k. Club Approvals
 - l. Enquiries re: Section 5 Authorities, Museum Licenses and Firearms Club Approvals (undertaken on behalf of the Home Office)
 - m. Auctioneers Permits
2. All financial circumstances relating to pay, expenses, income, annual budget setting and cost recovery.
3. All Human Resource circumstances relating to Police Staff within the Firearms Licensing establishment.
4. All ICT requirements relating to local intelligence, PNC, PND, digital audio recording, electronic filing, property and performance management.

In addition to the main requirements above, the Committee's responsibilities will remain flexible, to best react to changing conditions and to be in the best position to ensure that both Chief Constables promote the best interests of the Staffordshire and West Midlands communities.

The Committee may not delegate any of its responsibilities to management post(s) within either Staffordshire or West Midlands Police. The Committee will maintain minutes and/or other records of meetings and activities throughout the financial year.

REPORTING PROCEDURE

Following the Committee meetings the Firearms and Explosives Manager will produce an annual report to the Executive of both Staffordshire and West Midlands Police with respects to all strategic matters regarding Firearms and Explosives Licensing.

ANNUAL PERFORMANCE EVALUATION

The Committee shall perform a review and evaluation, at least annually, of the performance of the Firearms Licensing Services including a review of:

- The legal compliance
- Certificate renewal backlog
- ICT
- Complaints
- Appeals
- Financial Performance
- What are reasonable performance measures
- Service Criteria

The committee chair can request that a section(s) are added to the standard titles above dependent on the requirements of both Staffordshire and West Midlands.

RISK MANAGEMENT

As a guideline, the governance committee will follow Best Practices Methodologies for managing risk, generally consisting of the following steps:

1. Identify potential risks
2. Perform risk assessment(s); develop risk profile(s)
3. Develop a plan for managing risk(s)
4. Assess the outcome(s)
5. Review of the governance procedures

All guidelines regarding the management of risk will be based on the Police 'National Decision Making Model'.

GOOD CORPORATE GOVERNANCE

It is accepted that good governance practise will be adhered to by all committee members.

Good corporate governance focuses on trust; stakeholders from both Staffordshire and West Midlands must trust that the Committee members will exercise their fiduciary and legislative duties of care and loyalty to the police forces and the public they serve when monitoring, ratifying and sanctioning management decisions. As well, Committee members must trust that Senior Managers of the interdependencies to Firearms and Explosives Licensing outside the meeting structure are managing their affairs within the police forces competently and with integrity. The sole measure, and the definition for 'good corporate governance', should be the level of trust and confidence the executives have in the board's effectiveness to establish and maintain this chain of trust.

All principles within the Agreement will be reviewed by this governance arrangement periodically and maybe subject to change.

SCHEDULE III – HUMAN RESOURCES PROTOCOL

WEST MIDLANDS AND STAFFORDSHIRE POLICE FORCES

COLLABORATION

HUMAN RESOURCES PROTOCOL

(Version 11)

1. Introduction

- 1.1 In compiling this Human Resources protocol, the Home Office Statutory Guidance for Collaboration and supporting toolkits have been considered.
- 1.2 Under the terms of a Section 22a Agreement, the Chief Constables retain legal direction and control and thus liability for their respective officers and staff. If it is deemed necessary, they may pass direction and control to the other Chief Constable to assist the Department or Directorate under the terms of a separate agreement for assistance or under the terms of this Agreement. When direction and control is to be passed, an appropriate document will be drafted and approved by the relevant legal representative(s). This will be subject to review following the appointment of Police and Crime Commissioners.
- 1.3 This Protocol supports all of the Section 22a Agreements for collaboration between Staffordshire and West Midlands Police Forces and Authorities. These guidelines will be subject to regular reviews and may be varied from time to time as appropriate following full consultation with Staff Associations and Unions.
- 1.4 Equality Impact Assessments will be undertaken for the Collaboration Projects, managed in accordance with force internal processes.

2. Managing the Establishment

- 2.1 Prior to the implementation of collaborative working, the ownership of and funding and/or percentage split of funding for each post within a joint structure will be agreed by the lead Chief Officer(s) as part of the business case in accordance with the collaborative Financial Sharing Protocol.
- 2.2 The Chief Officer responsible for the collaborative team reserves the right to propose structural changes to that team subject to consultation. If changes to the establishment are proposed, they must be approved by the lead Chief

Officer(s) in agreement with the Heads of HR and Business Services (or their representatives) for both Forces.

- 2.3 To ensure fairness and consistency, the ring fence pools and determination of appropriate selection processes will be managed by a Panel consisting of a Senior Manager from the Collaborative Team, (as determined by the Programme Board), line managers and HR representatives from both Forces and relevant union / staff association representatives from both forces.

3. Transfer of Police Officers and Staff

- 3.1 All police officers and staff will continue to be employed by their home force. No police officer or staff member will be directed to permanently transfer from one force to the other in order to fill a vacancy. However, this principle would not prevent a voluntary force transfer should a police officer and the Chief Constables agree to such an arrangement.
- 3.2 Police officers and staff may be seconded to the other force's establishment in line with the home force secondment policy for a fixed period. All officers and staff must be advised of the implications of the secondment prior to agreeing to this variation to their terms and conditions. A standard form/letter will be agreed outlining the variation and changes to existing terms and conditions, direction and control issues (discipline, sickness, leave grievance etc) and arrangements for when the secondment is terminated. The member of staff will retain employment with the home force.
- 3.3 Vacancies caused by the secondment may be filled in line with the home force policy.

4. Selection Procedures on Commencement of Collaborative Working

- 4.1 The statutory requirements for consultation and redundancy will be applicable where there is a potential redundancy situation. Selection processes to be considered will include "slotting in", competitive selection, preference, redeployment etc.
- 4.2 A scoping exercise will take place to establish the officers and staff affected by the forming of the collaborative team.
- 4.3 The ring fenced pool of affected officers and staff will be determined by the Panel.

POLICE STAFF

All staff/posts which may be affected by Collaboration Project must be identified together with the individuals' employment status.

5. Police staff included in scope process

The following staff should be included in the scope for posts within the revised structure:

1. Police Staff on permanent contract
2. Those on outward secondment to other organisations/forces/team
3. Those on maternity/paternity/adoption/special leave.
4. Staff on career break should be managed in accordance with the terms of their career break and/or the force policy.
5. Forces will need to review staff on Temporary/ Fixed Term Contracts (FTC) with continuity of service that will exceed 24 months for consideration of inclusion in scope. It will be necessary to consider expiry dates and/or the reason/duration of the Fixed Term Contracts.
6. Forces will need to consider individual contracts and legal advice in respect of all staff on temporary/fixed term contracts with more than 24 months service.

6. Police Staff not included in scope:

In considering staff not to be included in the scope, the following will be managed in accordance with respective force processes:

1. Staff seconded from other organisations working at Staffordshire Police or West Midlands Police premises
2. Staff paid through Staffordshire Police or West Midlands Police payroll but employed by other organisations
3. Temporary (Agency) staff engaged via an Employment Agency
4. Consultants

As outlined in paragraph 5 above, Forces will need to consider legal advice regarding fixed term/temporary staff (with less than 24 months service) not to be included in scope.

7. Police Staff Matching Processes

To ensure fairness and consistency, as detailed above, a Panel will determine the appropriate matching/selection processes.

Due to the unique circumstances of the collaborative working arrangements, when undertaking matching processes, consideration needs to be given to whether roles should be considered for staff in both forces and staff included in the ring fencing. The Panel will need to consider each collaboration project scenario on an individual basis and determine the most appropriate process.

The Panel will determine if the pool of staff will be managed on the basis of their substantive grade and role.

Where there are differences in force policies/terms/conditions which could result in different treatment or the inclusion/ exclusion of different staff groups from each force, it may be appropriate to seek legal advice prior to implementation of the processes listed above. Such cases will be forwarded to the appropriate collaboration body (Collaboration Board/Panel) for consideration.

Consultation and agreement will take place with staff /representatives regarding the variance of terms and conditions.

8. Police Staff Selection Processes

The following relevant processes will be implemented for appointing Police Staff to posts in the new structure:

8.1 "Slotting/Assimilation"

A "slotting/assimilation" process will apply where a post in the new structure substantially remains unchanged and the number of posts in the new structure is the same or greater than the number of staff.

Information should be gathered in respect of the following to inform whether or not the role has changed significantly and to conduct a comparison of the role in the previous and revised structures allowing for organisational scope:

- level of responsibility

- grade

- supervisory responsibility - numbers of staff, roles

- core role

- specific duties

- qualifications (role requirement)

- geographical location – is the new work location a reasonable adjustment?

All decisions will be recorded based on the above information. The Panel (as detailed above) will consider this information, determine such matches and identify which posts are suitable for "slotting in" This decision will be communicated to the relevant line

manager and the individual in writing by the relevant force.

The Panel will need to take advice in respect of differing force policies/ procedures regarding any permanent members of staff residing in temporary positions.

A preferencing exercise may be undertaken in the slotting process to enable staff to state preferred location etc.

8.2 Police Staff Competitive Selection – Interview

A competitive selection process should take place where:

There are more staff than available posts **OR**

Post changes significantly (treated as new post) **OR**

There is a new post.

An interview selection process will take place for all staff in the above scenarios.

Staff unsuccessful in the above processes will be treated as redeployees in line with their home force policies.

As previously mentioned, due to the unique circumstances of the collaborative working arrangements, consideration needs to be given to whether roles should be advertised in both forces and who will be included in the ring fencing pool.

The principles detailed in this document should be applied however the Panel will need to consider each collaboration project scenario on an individual basis, for example: Where there is one post but potential candidates from each force, ring fence the post to relevant staff in accordance with paragraph 8.1. The home force will evaluate the post to provide the candidates with an indication of the salary range attributable to the post. If the home force candidate is selected they will be appointed on the grade identified by the job evaluation process. If the appointed candidate is from the other Force they will be appointed on the grade most similar to the one advertised.

If the grade is lower than their current grade, the home force protection arrangements will apply.

In the event of the Panel not reaching an agreement, referral will be made to the the Programme Board for a decision. If a decision is required more urgently, the Deputy Chief Constables have delegated decision making authority.

POLICE OFFICERS

9.1 Posting to Core Roles

Officers will be posted to the roles within the collaborative teams taking into consideration travelling distances.

A preferencing exercise may be undertaken in the slotting process to enable officers to state preferred location etc. Officers who do not transfer to the teams and where the mileage is above their home force agreement will be redeployed/ posted in line with existing home force policies.

Where more officers wish to transfer to the collaborative team than there are roles a competitive selection process will be used following consultation with the Police Federation/Superintendents Association.

9.2 Selection

A competitive selection process may take place (based on skills profile/ knowledge/experience) where:

There are more officers than available posts **OR**

The post changes significantly (treated as new post) **OR**

There is a new post.

POLICE STAFF AND POLICE OFFICERS

10. The following principles will be adhered to:

The Panel (as mentioned above) will decide the "pool" of staff and record the rationale for this.

The "pool" of ring fenced staff and the selection criteria should be clear and understood by managers and staff/representatives.

The "pool" will be from ring fenced staff within the agreed collaborative team as determined by the Panel.

Any selection criteria will be applied in a reasonable, fair and objective manner and will not unlawfully discriminate against staff on the grounds of, for example, sex, race, age, disability or part-time or fixed-term status.

The Selection Panel should have all the necessary information to be able to properly assess the individuals in the pool and apply the criteria detailed above accurately and fairly.

11. Recruitment

11.1 Each force will identify their budgeted establishment as a baseline. Clarity will be required as to the number of posts funded by each force with an aspiration of a 77/23 split. Any funding arrangements will be managed in accordance with the collaboration Financial Protocols document.

11.2 The Panel will decide how and where the vacancy will be advertised based on a number of factors including: the budgeted establishment and actual staffing ratios; the grade and number of posts; the geographical location and any legislative changes that may impact on the service. If an appointment is not made by the home force, there are circumstances under which the post may be filled by a police officer or police staff member from the other force, funding arrangements will be in accordance with the Financial Protocols document.

11.3 The ability to transfer funds between forces to meet police officer and police staff costs is contained within the Financial Protocols. Funded posts will be identified on respective force establishments.

11.4 Common selection processes should be developed where staff from the two Forces are working together.

12. Redeployment / Redundancy

12.1 Where a police officer or police staff member is displaced in their home force the employing force can access their own vacancies in the collaborative arrangement and fill a vacancy with reference to the joint Panel process.

12.2 Where a police officer or police staff member is no longer able to continue working in the collaborative team, the reason for this will be submitted for consideration to the respective Human Resources Department. The return to their home force will be managed in line with their home force procedures eg redeployment.

12.3 Should a member of police staff involved in collaborative work be made redundant, the home force has the liability for any consequential redundancy payment in accordance with home force policy.

12.4 Officers and staff will receive relocation allowances in line with their home force procedures where applicable

13. Terms and Conditions

Officers and staff working in collaborative teams will continue to be employed on the existing terms and conditions of service/regulations of their home force. Staff and line managers should seek HR advice from their home force's HR Department.

14. Policies, Practices and Procedures

14.1 Wherever possible, shared HR policies and guidance will be developed to aid joint working and collaboration. Both forces will seek to move to common working practices and procedures over time where it is reasonably practical to do so. This will be managed through the agreed consultation mechanisms following full consultation with unions/staff associations..

14.2 In the interim period, officers and staff will be required to comply with their own force policies and procedures including reporting arrangements.

14.3 Line managers with HR support should familiarise themselves with both forces' procedures to ensure effective reporting and management of policies and procedures including:

- Fairness at Work (Grievance)
- Attendance management and reporting
- Occupational Health and Welfare Services
- Duty management including annual leave
- RPD / CPD
- Flexible working
- Unsatisfactory Performance/Capability
- Discipline / Misconduct (Subject to Direction & Control)

Police Reform Payments

The maintenance and holding of personnel records will be the responsibility of the joint HR provision within the collaborative team or if this does not exist, the HR Department of the employee's home force.

15. Learning and Development

15.1 As soon as possible there will be a standardisation of job description documents and competency definitions for collaboration posts.

15.2 A joint approach will be developed to identify the training and development requirements for the collaborative team to support the development of staff, including legislative requirements for training.

15.3 Common standards for training and the accreditation of skills will be developed.

15.4 Agreement will be reached in terms concerning the funding of training and travelling costs. Completed training will be recorded in the home force.

16. Pay, Grading and Allowances

As separate employers, each Force employs its own mechanisms to determine staff grades. Where variation between grades or scales exists, a joint review will be considered with a view to alignment wherever possible. This includes overtime, CRTP, bonus payments and other allowances associated with pay. Full consultation will take place with staff associations/unions in this respect.

17. Health and Safety

17.1 The legal liability for health and safety of officers and staff rests with the home forces.

17.2 The chief officer responsible for the day to day control should establish clear areas of responsibility regarding health and safety policies and procedures for the area of business under their direct control.

17.3 The responsibility for day to day health and safety rests with the line manager. Individuals also have responsibility for their own health and safety.

- 17.4 A joint standard approach to risk assessments will need to be developed for the collaborative team.
- 17.5 All collaborative working teams must have a specific health and safety policy statement signed by the Chief Constable and Chair for both forces and Police Authorities / PCCs.
- 17.6 Health and Safety training will be provided jointly, where practical to do so and local health and safety arrangements will be developed as collaborative working progresses.

18. Governance

This Protocol will be reviewed in line with the Police Force Collaborative Agreements and Police Authority Collaborative Agreements and/or as required.

The implementation will be subject to review and the protocols agreed may be varied from time to time as appropriate and following consultation.

The Panel will continue to meet to consider relevant issues.

IN WITNESS whereof the Parties have signed below: Police Force	Chief Officer	Signature	Date
Staffordshire Police		Designation	
West Midlands Police		Designation	

APPENDIX A

HUMAN RESOURCES PROTOCOL

Extract From the "Statutory Guidance for Police Collaboration"

Independent Police Complaints Commission (IPCC), the Police Complaints System and Misconduct

194. Where a collaboration agreement involves transferring direction and control over police officers or staff to a different chief officer, this will change the way in which public complaints relating to those officers are managed. The handling of public complaints, conduct matters and death or serious injury matters under the Police Reform Act 2002 and associated regulations are dependent upon which chief officer has direction and control of the police officers or staff members involved.

195. In the area of conduct there are three concepts that have particular importance:

Membership of a force;

The appropriate authority; and

Direction and control.

196. Where direction and control is passed from one chief officer to another, as is permitted under a s23 collaboration agreement, there are implications for how public complaints, conduct and death or serious injury matters (as defined in the Police Reform Act 2002) are dealt with. The chief police officer of the force to whom direction and control is passed under a collaboration agreement becomes the appropriate authority (as defined in the Police Reform Act 2002) and assumes the duty and responsibility to handle public complaints in the same way as would happen if the public complaint was made against a member of his/her own force, for example, the responsibility to record complaints or recordable conduct matters and the referral of such matters or death or serious injury matters to the Independent Police Complaints Commission (IPCC).

Disciplinary proceedings and unsatisfactory performance procedures

197. At the point where decisions have to be made about whether to refer to disciplinary proceedings or unsatisfactory performance procedures a disciplinary matter or performance issues arising from a public complaint, the responsibility reverts back to the chief police officer of the force of which the individual(s) concerned is a member. It follows that if there are disciplinary or performance issues that arise other than from a public complaint, under the Police (Performance) Regulations 2008 or misconduct under the Police (Conduct) Regulations 2008, the responsibilities always rest with the force of which the individual(s) is a member. Of course the chief officer of the force to whom direction and control has passed should initiate and report on discipline and performance matters as they affect the collaboration agreement and arrangements. Cases may arise where police officers from different forces are involved in the same

incident where disciplinary proceedings may be appropriate. In such cases it is the responsibility of the chief officer where the officer is a member to determine whether the matter should be referred to disciplinary proceedings or not. The regulations do allow for disciplinary proceedings to be held by officers or police staff managers from another force and therefore (if appropriate) the officers could have their meeting or hearing for misconduct together.

198. This change of responsibilities only applies to police officers up to and including the rank of Chief Superintendent, all special constables and all police staff, but not to senior officers of a force. This is because there is no similar provision for the Police Authority to pass on their role and responsibilities as the appropriate authority for senior officers.

199. In a collaboration agreement where direction and control has passed and then that collaborative group is working with other police forces or agencies to which s23 does not apply (e.g. Scottish forces or PSNI enabled through the provisions in s98 of the Act, or HMRC, SOCA or NPIA) it might happen that a public complaint is received which involves individuals from all forces and agencies. The chief officer to whom direction and control has passed can only act for the forces party to the collaboration agreement. None of the other forces or agencies exemplified here can be party to that collaboration agreement as they are not included in the primary legislation.

200. As in their own force a chief police officer may delegate the authority to discharge roles and responsibility under the Police Reform Act 2002. However, it is not possible to pass direction and control without also passing on the role and responsibilities of being the appropriate authority. s29 of the Police Reform Act dictates that, unless the disciplinary action is regarding a senior officer, the appropriate authority is the chief officer who has direction and control of the officer or police staff member in question.

201. In large part collaboration is about increasing the effectiveness and efficiency of some policing activity and thus it is important that those gains are made in as many areas as possible. In this case, where direction and control is passed the minimum advantage in relation to public complaints will be enhanced timeliness, reduced bureaucracy and administration. In addition, and equally important, is that where police forces are collaborating it is likely that the public will expect to deal with that collaboration as if a single entity and not have to reach back to individual forces for complaint and accountability.

202. Police officers, special constables and police staff acting together will expect and benefit from a consistency of approach to the issues of complaint and a single appropriate authority is more likely to deliver this aspect.

203. Collaboration can falter where there is a lack of leadership, an absence of a genuine culture of co-operation, support and a proper sense of belonging and loyalty. The effective management of complaints and conduct matters is an important contributor to managing these issues.

204. Where a force assumes the responsibility for direction and control and under the agreement becomes the appropriate authority then the level of legal and financial liability will almost certainly increase. That has implications for the workforce in these areas of increased risk. The agreement should address this possibility.

205. The level of insurance cover will have to be addressed and this may raise insurance premiums for the lead force. This will be part of the operating cost model.

206. It is likely that the 'professional standards' capability and capacity of the force with direction and control will need to be assessed to ensure that it can meet any new demands that may result from the collaboration.

207. The early involvement of all police officer/staff associations and police staff trade unions is fundamental to getting the understanding and co-operation that is necessary for this dimension of collaboration to work effectively.

208. Because matters of complaint are highly 'regulated' there should already be in place the mechanics for a high degree of consistency across collaborating forces. It is important that there is a clear appreciation of the 'principles' that underpin the law and regulation. In this way actual consistency and fairness is likely to be achieved. A statement about the principles and the approach to be adopted might be included in the agreement. See the Toolkit for Police Collaboration for further advice and a checklist of recommended actions.

Whistleblowing

209. The Public Interest Disclosure Act 1998 (PIDA) provides a framework of legal protection for individuals who disclose information so as to expose malpractice and matters of similar concern and protects these individuals (known as "whistleblowers") from victimisation and dismissal.

210. As employees, police staff were covered by the PIDA since its inception; this was not the case for police officers as they are officers of the Crown, not employees. s37 of the Police Reform Act 2002 amended the Employment Rights Act 1996 to allow for police officers (and police cadets) to be regarded as 'employees' for the purpose of giving them the protection afforded by the PIDA. The amendments also made 'the relevant officer' the employer for the purposes of PIDA. For a member of a police force that 'relevant officer' is the chief officer of that force.

211. Given the legal structure that whistleblowing operates in a collaboration will not change the "employee"/"employer" relationship that provides the necessary protection against victimisation and dismissal. Thus even if police staff are under the direction and control of another chief officer it is the chief officer of their home force where they are members who must give the protection. Therefore within a collaboration agreement it is highly recommended that it sets out the lines of reporting for police officers or police

staff and clarifies that they are able to report “whistleblowing” matters back to their home force.

212. By clearly stating in collaboration agreements that the reporting lines of police officers and police staff lie with their home force, the risk of uncertainty or confusion may be effectively minimised.

APPENDIX B

PROFESSIONAL STANDARDS GUIDANCE DOCUMENT WHERE DIRECTION AND CONTROL HAVE NOT BEEN PASSED

1. Overarching principles

1.1 Where a misconduct matter involves officers and/or staff from both forces working jointly, the Heads of the Professional Standards Departments (PSDs) and Human Resources (HR) will agree which force will take responsibility for leading the investigation.

1.2 It is recognised that there will be a need to exercise parity in dealing with police officers and/or police staff members subject of joint complaints and/or investigations.

2. Recording of Complaints (External Complaints)

2.1 Complaints will be recorded in the force area in which they are received, using the force's IT system.

2.2 The record of the complaint must include the details of the officer(s) or staff member(s) home force and must be cross referred to the home force's records.

3. Severity Assessment

3.1 Each force PSD will nominate a single point of contact (SPOC). The SPOCs will undertake a severity assessment of the complaint or incident.

4. Gross Misconduct

4.1 Allegations of gross misconduct will be investigated by the investigating officers (staff or officers) who currently undertake this function in their respective forces.

4.2 The investigation of gross misconduct by police officers is investigated by PSD in both forces.

4.3 The investigation of gross misconduct by police staff may be a joint PSD/HR investigation for criminal matters.

5. Intelligence

5.1 Information/intelligence sharing protocols currently exist and will be adhered to, over time a joint protocol will be developed.

6. Performance

6.1 Should a performance severity assessment indicate that the complaint or incident relates to a performance matter, responsibility will be retained by the officer(s)/staff member(s) line manager to take action in consultation with the joint HR provider within

the Directorate or Department, or if this does not exist, in consultation with the home force's HR Department.

7. Suspensions

7.1 Police officers and staff who are to be subject of suspension can only be suspended by their own force.

7.2 In joint matters where police officers and/or police staff from both forces are involved, there will be consultation between the Heads of PSD/HR prior to a suspension.

7.3 In joint matters, consideration should be given to the parity of suspensions. However, each force retains the right to determine the use of suspension for their police officers and police staff.

8. Restrictions

8.1 In joint matters, HR and/or PSD should give consideration to the parity of restrictions. However, each force retains the right to determine the use of restrictions for their police officers and police staff.

9. Fast Track Procedure

9.1 Following a case severity assessment, as soon as the fast track procedure is considered for a police officer, the PSDs will liaise.

10. Misconduct Hearings

10.1 All misconduct hearings will be conducted within the home force.

10.2 In joint cases, agreement will be reached between the PSD/HRs concerning where the hearing will be held. The chair of the hearing can be a member of either force.

10.3 For all misconduct hearings, consultation will take place between the PSD/HRs to consider matters of parity.

11. Misconduct Meetings

11.1 Misconduct meetings will be conducted in accordance with individual force policies.

11.2 For all misconduct meetings, consultation will take place between the PSD/HRs to consider matters of parity

12. IPCC Referrals (as per Statutory Guidelines)

12.1 In cases where referrals to the IPCC are mandatory, current working practices will continue; referrals will be made by the attending officer.

12.2 In cases where referrals to the IPCC are voluntary, referrals will be made by the force investigating officers.

12.3 When the IPCC conduct an independent investigation, responsibility for the management of that investigation will sit with ACPO officer who has responsibility for misconduct matters in the officer's home force.

13. Crown Prosecution Service Referrals

13.1 Where cases are referred to the Crown Prosecution Service (CPS), the investigating officer will follow current procedures. However, in consultation with the CPS, consideration will be required concerning the location of the hearing.

14. Chapter 18 (Revelation and Disclosure of Police Misconduct)

14.1 Work is currently underway between the two PSDs in relation to disclosure of police misconduct findings.

15. Local Resolution

15.1 Local resolution of disciplinary matters will be dealt with by the force where the matter occurred or if outside the force areas, by the officer's line manager.

16. Passing of Direction and Control

16.1 Should a complaint or misconduct matter occur under circumstances where direction and control have been passed, advice should be sought from the home force PSD.

16.2 The PSDs will develop guidelines to manage complaints and misconduct matters where direction and control have been passed.

HUMAN RESOURCES PROTOCOL
WEST MIDLANDS AND STAFFORDSHIRE POLICE FORCES
COLLABORATION

The Parties acknowledge that the Police Authority was abolished and succeeded by the Police and Crime Commissioner on 22 November 2012 by virtue of the Police Reform and Social Responsibility Act 2011.

SCHEDULE IV – COST RECOVERY MODEL

This cost recovery model will dictate the evenly proportioned quarterly invoices (subject to VAT) that will be issued by Staffordshire Police to West Midlands Police.

The joint Firearms and Explosives Licensing Service will comprise of 3 x FTE West Midlands and 12 x FTE Staffordshire police staff employees.

The establishment structure is outlined below:

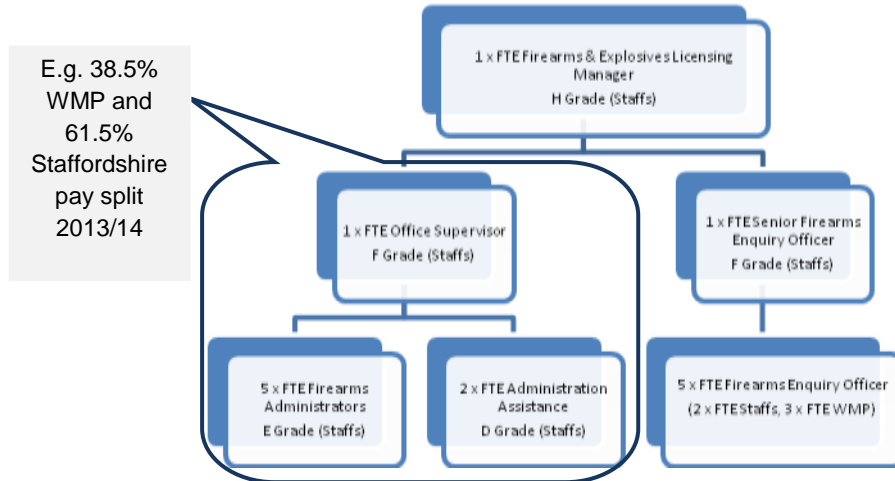


Figure 1

The 3 x FTE West Midlands Police employees are Firearms Enquiry Officers (FEO), they will be line managed by the Firearms and Explosives Licensing Manager. Staffordshire Police will cost recover for the management and administrative service. The 3 West Midlands Police FEO's do not form part of the management and administrative service.

Principles of cost recovery:

1. Staffordshire Police will cost recover throughout the financial year the West Midlands Police proportion percentage ownership of Firearms, Shotguns and RFD certificates over the previous financial year. This cost recovery principle will be against the establishment pay and overtime (excluding the manager) within the establishment at figure 1.
2. Staffordshire Police will cost recover throughout the financial year 50% of the Firearms and Explosives Licensing Manager pay (inclusive of overtime) within the establishment at figure 1.
3. All cost recovery of pay will be inclusive of pension and NI contributions.
4. All cost recovery of pay will be made via a quarterly invoice based on a projection for quarters 1, 2 and 3 with the 4 quarter being an adjusted invoice based on actual cost.
5. Staffordshire Police will cost recover throughout the financial year 50% of expenses (inclusive of training, travel, 'out of pocket', over night etc.) for the Firearms and Explosives Licensing Manager.
6. West Midlands Police will retain responsibility for CYCLOPS licensing costs on an annual basis.
7. The projected 4 invoice payments each year will be delivered through exception reporting.
8. All non pay cost such as post, stationary, printing etc. will be split on the same principles at point 1.

All principles within the cost recovery process will be reviewed by the governance arrangements in Schedule II periodically and maybe subject to change.

All cost recovery throughout the financial year will be based on a projection for quarters 1, 2 and 3 with the 4th quarter being an adjusted invoice based on actual cost.

Both Parties agree to review the finances annually and reserve the right to make adjustments should the operating model change.