

DYFED POWYS POLICE

TRADE UNION RECOGNITION AND FACILITIES AGREEMENT

COMMENCEMENT DATE: 1st July 2020

This Agreement replaces: agreement dated 1st January 2015

Next Review Date: 1st May 2023

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TRADE UNION RECOGNITION AND FACILITIES AGREEMENT

1.0 Parties to the Agreement

This Agreement is made on the 16th day of June 2020 between:

a) The Dyfed Powys Police Constabulary, Police Headquarters, PO Box 99, Llangunnor, Carmarthenshire, SA31 2PF, "the force"

AND

(b) The Dyfed Powys Police & Justice Branch of Unison, "Unison"

2.0 Purpose

2.1 The purpose of this non-binding Agreement is to determine Unison recognition and representation within the force and to establish a framework for collective consultation between the parties. This framework Agreement, in no way, affects either parties absolute right to inform and/or consult with individual employees or individual union members, as and when required.

2.2 The aim of this agreement is to establish a relationship of mutual support and partnership which will enable the force and its Police Staff and their Unison representatives to work together to achieve harmonious relationships and facilitate flexibility, effective communications and a common sense resolution of problems in the interest of the force, its staff, the Chief Constable and the general public.

2.3 The fundamental guiding principle of this agreement is that conflicts of interest between the force and Unison should be resolved at the earliest possible stage through the use of these agreed procedures and through consultation or negotiation (as appropriate) rather than recourse to action which should not occur unless and until the agreed procedures are exhausted.

3.0 Definitions

3.1 **The Organisation** – refers to Dyfed Powys Police force.

3.2 **Police Staff** – refers to all Unison members who are employees of Dyfed Powys Police and employed under the terms and conditions of the Police Staff Council.

3.3 **The Union** – refers to the Dyfed Powys Police & Justice Branch of Unison.

3.4 **Unison Member** – refers to a Unison Member who is Police Staff and member of Unison.

3.5 **Unison Representative** – refers to a Unison Representative who is a Unison Member, elected or appointed in accordance with the rules of Unison to be a Unison Representative to all Unison Members in the workplace.

3.6 **Full – Time Branch Officer** – refers to a Unison Member who has been released by the force, on a full-time basis, to carry out the duties and activities of Unison in the workplace.

3.7 **Health and Safety Representative** – refers to a Health and Safety Representative who is a Unison Member and who is recognised by the force and has been elected by Unison to carry out a health and safety role to some or all of the Unison Members on behalf of Unison in the workplace.

3.8 **Learning Representative** – refers to a union learning representative who is a Unison member and is recognised by the force and has been elected by Unison to provide advice to Unison members about their training, educational and development needs.

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4.0 Objectives

In drawing up this framework agreement, it is recognised that:

- The parties share a common objective in ensuring the efficiency and success of the force and respect for Police Staff;
- Unison recognises the right of the Chief Constable to plan, organise and manage the force and staffing levels according to local and/or national policing requirements;
- It is in the interest of all parties to ensure, as far as possible, that employee relations matters are conducted in a manner which is constructive and as harmonious as possible;
- All parties accept that it is in the mutual interest of all staff that communication between parties is open and effective;
- Employment policies and procedures which affect Police Staff within the force are devised and implemented in a fair and reasonable manner and where applicable, Statutory Codes of Practice are taken into account;
- It is beneficial that there be genuine effective participation, representation and involvement of Unison in relation to matters affecting Police Staff;
- Equal opportunities are offered to Police Staff or prospective staff and that the treatment of Police Staff is fair and reasonable in all areas of dispute.

5.0 General Principles

- 5.1 The force and Unison accept that the entirety of the provisions & terms of this Agreement are binding upon each other in honour only and nothing herein constitutes, in any way, a contractually binding term or legally enforceable agreement.
- 5.2 The force recognises Unison's responsibility to represent the best interests of its Members.
- 5.3 The force and Unison recognise their common interest and joint purpose in furthering the aims and objectives of the force and in achieving reasonable solutions to all matters which concern them. Both parties declare their commitment to maintaining harmonious and good employee relations.
- 5.4 The force and Unison accept the benefits of and need for joint consultation and collective bargaining in securing their respective objectives. They acknowledge the value and importance of the provision of relevant and up to date information relating to important changes which affect members of Police Staff of the force.
- 5.5 The force encourages Police Staff to become and remain members of Unison in accordance with this agreement.
- 5.6 The force and Unison accept that all procedures and agreements that result from this Agreement are non – discriminatory and do not infringe in spirit or in practice the force policies of equality and diversity and comply with the requirements of the Human Rights Act 1998 and Equality Act 2010.

6.0 Unison Membership

- 6.1 The force will inform new Police staff of this agreement and will provide facilities for them to talk to a Unison Representative as part of the induction procedure. The force will supply Unison Branch Secretary with new starter details to enable them to contact new members of Police Staff and leaver details.
- 6.2 The force will undertake the collection of Unison Member subscriptions for any Unison Member requesting this facility through the force payroll process. The force will require prior written notification from the Unison member before such deductions are undertaken.

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- 6.3 Police Staff who are not Unison Members, will not be entitled to the support and advice of a Unison Representative for individual employment matters but will be informed of their right to be accompanied by an appropriate representative or work colleague as part of any relevant process.
- 6.4 The force recognises the right of Unison members to elect representatives to act on their behalf in accordance with the terms of this agreement.
- 6.5 Unison undertakes that the election of suitable representatives pursuant to this agreement shall be in accordance with the rules of Unison.
- 6.6 It is the responsibility of Unison to ensure that their representatives for the purposes of this agreement are appropriately briefed on and trained in their duties, the rules and practises of their Union, the appropriate agreements and procedures and the practice of employee/industrial relations.
- 6.7 The force reserves the right to withdraw any recognition to any Unison representative in the event that the representative resigns from the Union or is notified by Unison that such representative has resigned or ceased to act in such capacity or that the person has ceased to be employed by the force or the individual has acted or behaved in such a manner such that the force reasonably conclude that such individual is not fit to act in such representative capacity.

7.0 Unison Representation

- 7.1 The force recognises Unison as the only independent trade union with which it will consult and/or negotiate with in all matters
- 7.2 The force will release one Unison Member to the Full Time Branch Officer role of Branch Secretary. A second Unison Member will be released to the Full Time Branch Officer role of Branch Chairperson. The second position will be reviewed if the level of Unison membership reduces significantly.
- 7.3 The appointment of the Full time Branch Officer role of Branch Secretary and Branch Chairperson will be based on the role profile for the role of Unison Official. The force will ensure any salary and allowances will be protected to ensure there is no detriment for the staff member. If staff members stand down or are de-selected they will return to their substantive role.
- 7.4 The force and Unison agree that Unison Representatives should be evenly distributed throughout the bargaining unit and so as to ensure sufficient & reasonable representation and accessibility for all Unison Members and that the numbers of elected Unison representatives should be regularly reviewed.
- 7.5 The Branch Secretary will be responsible for providing HR with the details of elected Branch Officers and Stewards from across the force.
- 7.6 Unison agrees to inform the force of the names of elected Unison Representatives in writing within five working days of their election and to inform the force in writing of any subsequent changes, each time within five working days of the change having taken place. Unison Representatives whose names have been notified to the force shall be the sole Unison Representatives of the Unison membership.
- 7.7 The force recognises Unison Representatives fulfill an important role and the proper responsible discharge of their duties as Unison Representatives should in no way prejudice their career prospects or employment with the force.
- 7.8 The force and Unison agree that if a Unison representative is on a Supportive Plan for attendance or performance and/or action is being taken through the Disciplinary Procedure for misconduct of such a nature that their continuance as an elected representative pursuant to this agreement is deemed inappropriate or unacceptable, they will step down from their

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duties as a Unison Representative and their position will be replaced by another Unison Member elected in accordance with Unison rules.

- 7.9. The force and Unison agree that if an elected full time Unison representative is identified as being at risk and given notice of redundancy they will be given the opportunity to remain in office until the end of their current elected term. For the purposes of the Change management processes they will be treated as though they had remained in their permanent post. Specifically if displaced as a result of restructuring efforts to redeploy will be made in line with policy i.e. for a specified period, immediately notification of at risk status is confirmed.

If redeployed they may remain a full time Unison representative until they cease to be a full time Unison representative. If it is not possible to redeploy they will be made redundant at the end of the current elected term.

8.0 Time off for Unison duties and activities

- 8.1 Unison Representatives will be permitted to take reasonable paid time off during normal working hours to enable them to carry out all reasonable union duties and activities and in pursuance of this agreement. ²
- 8.2 Where such duties and activities are carried out during the normal working day, the Unison representative and/or a suitable Unison officer should give relevant line managers as much advance notice as possible of the need to take time off. A minimum of 5 working days notice should be provided unless circumstances outside the control of the Unison representative necessitate a shorter period of notice.
- 8.3 Unison Representatives must provide details of the purpose of such time off, the intended location, timing and duration of time off required to their manager and obtain permission from their line managers prior to taking the time off. Managers should allow Unison Representatives reasonable time off to carry out their duties and activities in line with the ACAS Revised Code of Practise on Time Off for Trade Union Duties and Activities. Any time off for Unison duties granted by managers will be subject to operational need and workload demands.
- 8.4 The force recognises that as Unison Members may work variable patterns of work, Unison Representatives will be recompensed with time off, or time paid by prior agreement with their line manager, when fulfilling their duties outside of their normal working hours.
- 8.5 Appropriate managers may wish the relevant staff representatives to defer time off work for trade union duties/activities due to staffing or organisational difficulties. Where this is the case, reasons should be clearly laid out, and all parties should make reasonable efforts to agree an alternative time, where possible.
- 8.6 Any dispute shall be referred to the Joint Negotiating Consultative Committee (JNCC).
- 8.7 Unison Representatives will be granted reasonable paid time off where the duties are wholly or primarily concerned with:-
- (a) negotiations with the force about matters which fall within section 178(2) of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A) and for which the union is recognised for the purpose of collective bargaining by the force;
 - (b) any other functions on behalf of Police Staff of the force, which are related to matters falling within section 178(2) TULR(C)A and which the force has agreed Unison may perform;
 - (c) The receipt of information from the force and consultation by the force under section 188 TULR(C)A, related to redundancy or under the Transfer of Undertakings (Protection of Employment) Regulations 2006 that applies to Police Staff of force;

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² As set out under the ACAS REVISED CODE OF PRACTISE ON TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES (Including Guidance on Time Off for Union Learning Representatives) 2009

- (d) Negotiations with a view to entering into an agreement under regulation 9 of the Transfer of Undertakings (Protection of Employment) Regulations 2006 that applies to Police Staff of the force; or
- (e) The performance on behalf of Police Staff of the force functions related to or connected with the making of an agreement under regulation 9 of the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- (f) Functions necessary for the undertaking of equality impact assessments and matters relating to the provisions of the Equality Act 2010.

8.8 Unison Health and Safety representatives will be granted reasonable paid time off to participate in the following duties ³:

- (a) Investigate potential hazards and dangerous occurrences at the workplace [including risk assessments], and complaints by Police Staff relating to health, safety and welfare at work, and examine causes of workplace accidents.
- (b) Representation to the force on the above investigations, and on general matters affecting the health and safety of employees they represent.
- (c) Inspect the workplace.
- (d) Represent Police Staff in dealings with health and safety inspectors.
- (e) Attend health and safety committee meetings.

8.9 Unison Learning Representatives will be granted reasonable paid time off to participate in the following functions:-

- (a) Analysing learning or training needs of the branch committee members.
- (b) Providing information and advice about learning or training matters.
- (c) Arranging learning or training.
- (d) Promoting the value of learning or training
- (e) Consulting the force about carrying on any such activities.
- (f) Preparation to carry out any of the above activities.
- (g) Undergoing relevant training.

8.10 To undertake the functions of a Unison Learning Representative, the Unison Member must be sufficiently trained to carry out this role.

8.11 Unison Representatives will be granted reasonable paid time off to participate in the following Unison activities:-

- (a) Branch Committee Meetings (scheduled list of meeting dates will be provided to the Assistant Director of People Services) and extraordinary Branch Committee Meetings.
- (b) Annual General Meeting (Branch) (1 per annum).

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- (c) Regional meetings of Unison where Unison business is under discussion (maximum 4 Unison Representatives to attend). If Unison Representative is the Regional Chair the number of representatives will remain at a maximum of 4.

^aAs taken from the Health and Safety Executive Code and the leaflet 'Consulting Workers on health and safety'

- (d) National Meetings of official policy making bodies e.g. Unison Annual Conference (maximum 4 Unison representatives to attend).

- (e) Meetings with Full – Time Officials to discuss issues relevant to the workplace.

- 8.12 Unison Representatives will be granted reasonable paid time off to attend accredited training courses run by Unison or other appropriate bodies which are relevant to the discharge of their Unison duties:-

- (a) Training in aspects of employment relations and employee development relevant to the duties of a Unison Representative. Training must be approved by Unison or by the Trades Union Congress.

- 8.13 Unison Members will be granted paid time off to participate in the following Unison activities:-

- (a) Attending workplace meetings to discuss and vote on the outcome of negotiations with the force.

- (b) Meeting Full – Time Officials to discuss issues relevant to the workplace.

- (c) Voting in Unison elections.

- (d) Attending the Unison Annual General Meeting, subject to organisational or departmental demands.

9.0 Unison Meetings and Other Facilities

- 9.1 Meetings of Unison Members may be held on force premises inside or outside office hours [9.00 to 17.00] provided that prior consent for such meetings shall be obtained from the force by Unison. Such consent shall not be reasonably withheld. There shall be no restriction on the frequency or duration of such meetings. Such meetings will be open to all Unison Members.

- 9.2 Unison shall provide the force with a timetable of regular Unison representatives meetings or in normal circumstances give at least three weeks notice of the intention to hold a meeting.

- 9.3 The force agrees to provide adequate facilities to full time Unison Representatives i.e. Branch Secretary, to enable them to discharge their duties under this agreement, including:

Provision of dedicated secure office space; secure storage for documentation; a notice board; access to confidential telephone, fax, internal mail and e-mail; reasonable use of equipment such as telephones, franking machines, Photocopiers, and PC's; reasonable access to accommodation for meetings with members and Unison education.

Note: facilities will be provided to the Branch Secretary locally but will be approved at force level by the Chair of Dyfed Powys Police JNCC. Facilities in place locally must not be altered by local managers without prior approval of the JNCC Chair.

- 9.4 Local representatives should be provided with secure storage for documentation; given reasonable access to photocopying, telephone, fax, internal postal facilities, email a notice board and separate accommodation to meet with members for the purpose of carrying out their representation duties.

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10.0 Informal Meetings

- 10.1 The Assistant Director of People Services, or a nominated representative and the Full-Time Branch Officer and/or Unison Representatives will where deemed necessary, hold regular informal meetings (at least monthly) to discuss issues for consultation or negotiation informally.
- 10.2 The force and Unison will attend quarterly Informal Consultative Committee Meetings with the Police Federation, Superintendents Association, and members of other support networks, the purpose of which shall be :-
- (a) Information – The force undertakes to provide Unison with the necessary information for it to carry out effective consultation and negotiation. This shall include the forces' employment policies and procedures and proposed amendments and additions.
 - (b) Consultation – To have proper and timely consultation with Police Staff to enable effective feedback and discussion before decisions are taken concerning matters directly affecting the interests of Police Staff.
 - (c) Negotiation – To negotiate with an aim to attempt to reach agreement on all issues pertaining to this agreement.
 - (d) The following matters shall be the subject of consultation and negotiation:-
 - The determination of pay and terms and conditions of service
 - The development of policies and procedures directly relevant to pay and conditions of service
 - The local application of matters recommended by the Police Staff Council.

11.0 Grievance and Discipline

- 11.1 The force recognises Unison's right to represent the interests of all or any of its Unison Members during grievance and disciplinary procedures and to call in Unison Representatives who are not employees of the force when is considered appropriate.
- 11.2 The force undertakes to inform, in good time, Unison Representatives of the name of any Unison Member faced with formal disciplinary action to enable Unison to make appropriate arrangements for representation. This information will be limited to the name of the Unison member only.
- 11.3 Unison Representatives will be permitted to spend a reasonable amount of paid time during normal working hours to discuss grievance and disciplinary matters with the affected Unison Member(s), and in order to assist with the preparation of their case, in accordance with Section 8.

12.0 Collective Disputes Procedure

- 12.1 Unison Representatives will in the first instance, make all reasonable attempts to resolve local workplace issues with the line manager and/or representative of People Services.
- 12.2 Where the issue is still not resolved at the local level, or has force wide implications, it should be referred to the Unison Branch Secretary and People Services.
- 12.3 In the event of a failure to reach agreement the issue will be referred to the Joint Negotiating Consultative Committee for resolution.
- 12.4 If the Joint Negotiating Consultative Committee is unable to resolve the issue, both the force and Unison agree that consideration will be given as to whether the matter is appropriate to be referred to ACAS for collective conciliation and mediation. This will not apply to issues which are the subject of national negotiation or agreement through the Police Staff Council.

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- 12.5 The force and Unison agree that in order to allow for peaceful resolution of any matter raised through the disputes procedure there shall be no industrial action, either of a partial or general nature, before the applicable and relevant stage of this agreed disputes procedure have been exhausted.
- 12.6 Changes to collective conditions of service will not be unilaterally imposed until the relevant and applicable stages of this disputes procedure have been exhausted.
- 12.7 However, consultation arrangements must not impede the needs of policing and there may be occasions when the usual process of consultation will not be possible. Examples of this may be where a quick decision is imperative or there are security implications. In such instances, where reasonable practicable, the UNISON Branch Secretary or Branch Chairperson will, nevertheless, be consulted.
- 13.0 Amendments**
- 13.1 Any amendments to this Agreement must be made in writing and signed on behalf of both Unison and the force. Amendments can be made at any time with the consent of both parties.
- 14.0 Review**
- 14.1 The force and Unison agree to review this Agreement every 3 years, or sooner if necessary.
- 15.0 Notice to Terminate Agreement**
- 15.1 This agreement or any terms of this agreement can be terminated unilaterally by either Unison or the force by giving, to the other party, no less than three months' written notice, or a shorter time as may be agreed by both parties. During the notice period for termination of this Agreement, both parties will use their best endeavours to find alternative, mutually acceptable alternative arrangements during this notice period.

Signed by:-

[Redacted Signature]

Date: 13/7/2020

Assistant Director of People Services Dyfed Powys Police

Signed by:-

[Redacted Signature]

Date: 15/07/2020

Chair – Unison Dyfed-Powys Police & Justice Branch

Signed by:-

[Redacted Signature]

Date: 16/7/2020

Branch Secretary – Unison Dyfed-Powys Police & Justice Branch