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Part One:

Principles and Facilities

1 General principles

1.1 A guiding principle for the Police & Crime Commissioner and Devon and Cornwall Police is the creation of a working environment that allows staff to give of their best in their work for the Force and the communities it serves. In this context both they and the recognised Trade Unions are committed to the following principles:

1.1.1 high quality services delivered by a well-trained, motivated workforce with security of employment, providing the relevant training and development opportunities for staff;

1.1.2 health and safety in the workplace;

1.1.3 equal opportunities in employment; equality as a core principle that underpins both service delivery and employment matters; and both the removal of all discrimination and the promotion of positive action;

1.1.4 a flexible approach to providing services to the community, which meets the needs of employees as well as the Force;

1.1.5 stable employee relations.

2 Facilities

2.1 Partnership underpins and facilitates the development of sound and effective employee relations throughout the Force. The Force acknowledges that the full and active engagement of Trade Union representatives is beneficial to delivering the aim of the Force.

2.2 The Force will allow reasonable paid facility time for recognised staff officials to carry out consultation and negotiations with the employer about matters for which the union is recognised and to undergo training relevant to these duties.

2.3 The following examples indicate the duties this includes:

- terms and conditions of employment;
- engagement or termination of employment;

- organisation and management of work as a staff official;
- matters of discipline and capability;
- changes and proposals affecting the workforce;
- use of facilities provided for staff officials;
- machinery for negotiation or consultation or other procedures.

2.4 Examples of time off for training include:

- initial basic training, subsequent skills and advanced training;
- training for changes in the structure or topics of negotiation;
- training for legislative changes.

2.5 The Force will also give reasonable time off during working hours for trade union members or representatives for:

- executive committee meetings or annual conference or regional union meetings;
- voting in properly conducted ballots on industrial relations;
- voting in union elections;
- meetings to discuss urgent matters relating to the workplace.

2.6 Provision and regulation:

- arrangements to provide and regulate the provision of facilities for Trade Unions will be agreed with recognised officials and detailed in the Trade Union Facilities Local Agreement.

Part Two:

Section 1

Working Time

1 Working hours

- 1.1 The normal working hours of full-time staff shall be an average of 37 per week. The pattern of working hours of employees should be determined locally in consultation with recognised trade unions.
- 1.2 In determining working arrangements the Force should take into account the needs of individual employees and groups of employees. Working arrangements should avoid:
 - 1.2.1 split shifts as part of a regular shift pattern;
 - 1.2.2 short notice changes to planned or expected patterns of work;
 - 1.2.3 excessive hours in any one week; and,
 - 1.2.4 unnecessarily long periods over which the weekly hours are arranged.
- 1.3 Where short notice changes to working days are unavoidable, the provisions of Section 2 paragraphs 8 and 9 shall apply.
- 1.4 In determining working arrangements the Force should have regard to the Working Time Regulations 1998.

2 Planning working patterns

- 2.1 Police staff shall know twelve months in advance when their rest days will be.
- 2.2 With at least three months' notice they are entitled to know what their start time and finish times are for their working days. Working patterns covering at least three months shall be drawn up and published by force management. At the same time it is good practice to plan annual leave up to a year in advance, in the interests of both staff and managers. These working patterns shall provide for an interval of not less than eleven hours (or such other period determined by local collective agreement) between the end of an employee's planned period of duty and the beginning of his or her next planned period of duty.
- 2.3 Rest days and start/finish times may change in line with clauses 2.4 to 2.8 below.

- 2.4 Changes to agreed working patterns shall be subject to full consultation with the Trade Union Side.
- 2.5 Where alterations are made to published working patterns with three months' notice or less, these changes must arise from exigencies of duty, unless they are mutually agreed by the Force and employee, or by Collective Agreement. Such alterations shall be notified to the employee as soon in advance of the intended change as possible.
- 2.6 The term 'exigencies of duty' should be interpreted as relating only to situations of exceptional organisational demand, where a pressing staff requirement arises which could not be reasonably anticipated and which necessitates a change of working pattern. It is not possible to produce an exhaustive list of all the potential reasons which might necessitate such changes. However, by way of example, changes to scheduled duties would be justified by unforeseen public order situations, major disasters, extraordinary levels of sickness and other non-planned events which impact on levels of necessary staffing to maintain public safety. In all cases, changes should be achieved through the use of volunteers in the first instance with due regard to work-life balance considerations.
- 2.7 Repeating events where policing demand can be foreseen in advance, such as New Year's Eve, Halloween, Bonfire Night etc., or large scale events and religious festivals which are known about well in advance, do not qualify as exigencies of duty.
- 2.8 The underlying principle is that where events are foreseeable in advance, it is reasonable for staff to have their working patterns planned with good notice.

Part Two: Pay

Section 2

1 Salary Grades

The table below shows the salary Grades with effect from 1st April 2015. Salaries are with effect from 1st September 2016.

The basic pay of each employee shall consist of either a single point or a scale of points within a Grade selected from the salary spine.

Grade	Police Staff Council Pay Spine	Devon and Cornwall Pay Spine	Salary	Grade	Police Staff Council Pay Spine	Devon and Cornwall Pay Spine	Salary
	4	8 (Not used in D&C grades)	£15,486		31	35 (Not used in D&C Grades)	£32,778
1	5	9	£15,876	8	32	36	£33,597
	6	10	£16,314		33	37	£34,440
	7	11	£16,755		34	38	£35,451
2	8	12	£17,154		35	39	£36,570
	9	13	£17,544		36	40	£37,563
	10	14	£17,943	9	37	41	£38,538
3	11	15	£18,327		38	42	£39,522
	12	16	£18,720		39	43	£40,518
	13	17	£19,122		40	44	£41,502
4	14	18	£19,521		41	45	£42,492
	15	19	£20,205	10	42	46	£43,473
	16	20	£20,874		43	47	£44,454
	17	21	£21,618		44	48	£45,435
5	18	22	£21,999		45	49	£46,422
	19	23	£22,671			50	£47,445
	20	24	£23,346	11		51	£49,380
	21	25	£24,030			52	£50,952
6	22	26	£24,813			53	£52,560
	23	27	£25,656			54	£54,225
	24	28	£26,535			55	£55,962
	25	29	£27,519	12		56	£57,726
7	26	30	£28,428			57	£59,562
	27	31	£29,307			58	£61,452
	28	32	£30,180			59	£63,405
	29	33	£31,053			60	£65,112
	30	34	£31,938				

- 1.1 Annual salaries are paid in twelve equal instalments each covering the first to the last day of the month inclusive. Payments will be credited by BACS transfer on the 28th of each month.
- 1.2 If the pay date falls at the weekend, payments will be credited prior to the weekend.
- 1.3 Adjustment to pay points will take place annually with effect from 1 September (unless otherwise agreed by the two Sides of the Council) negotiated by the Council having regard to:
 - 1.3.1 pay movements elsewhere in the public sector;
 - 1.3.2 pay movements elsewhere in the economy;
 - 1.3.3 movements in the retail price index;
 - 1.3.4 recruitment and retention factors;
 - 1.3.5 police service funding.
- 1.4 The pay and grading of jobs must be fair and non-discriminatory, complying with equal pay legislation and associated codes of practice.
- 1.5 The starting salary will normally be at the minimum point of the grade. However, where the employee has significant experience, skills or expertise, or there are recruitment or retention difficulties this may be negotiable.

2 Progression for employees appointed on a Grade of pay points

- 2.1 Progression through a Grade will normally be by one pay point paid on 1st September – until the maximum of the pay grade is reached - subject to satisfactory performance. To be eligible for the payment of an increment, the member of staff must have been in post and in receipt of a salary based on the same SCP for a period of at least six months on 1st September. Where this criterion is not met the increment will be paid on the date that the criteria are met.
- 2.2 Progression may be accelerated within the Grade for excellent performance, any advancement shall not change the normal annual increment date. Accelerated increments will usually only be awarded once in a financial year.
- 2.3 Progression through a Grade may be delayed in cases of poor performance. Progression will be effective from the date that performance is satisfactory. Employees dissatisfied with a decision to delay progression

shall have the right to raise the issue through the Force's grievance procedure.

- 2.4 Employees may be required to obtain a specified qualification or level of professional competence before progressing to the maximum of the scale.
- 2.5 Transfer to a post of a higher grade will usually be at the minimum point of the new grade unless there are special circumstances.
- 2.6 Where an employee transfers to a different post of the same grade, they will usually move across on their existing increment point and will continue to receive annual increments on their current date until they reach the top of their grade providing their performance is satisfactory.
- 2.7 Staff who transfer to another post at a lower grade, at their own volition, will be paid at the top spinal point of the new grade. For example, transfer from a Grade 5 post to a Grade 4 post, salary will be paid at the top of Grade 4 and no further increments will be awarded.
- 2.8 For details on entitlement as a result of a move to a post of a lower grade as a consequence of redundancy, please refer to the Redeployment Policy D362.

3 Temporary higher responsibilities

3.1 Acting duties

- 3.1.1 An employee required to undertake the full duties and responsibilities of a higher graded post shall be paid at that higher grade, normally at the minimum Grade point, with retrospective effect from the first day of undertaking such duties. This is subject to a minimum period of acting up of at least ten working days in each financial year. An employee whose acting up period ceases before the threshold and then starts another continuous period of acting up within the same financial year should have these periods aggregated. The higher salary shall not be payable during periods of leave or sickness of the employee who is acting up except in respect of the 20 days annual leave entitlement under Regulation 13 of the UK Working Time Regulations, when it will be payable (see clause 18.2).

The payments will normally be paid at the end of the acting up period.

- 3.1.2 An employee required to undertake some of the duties and responsibilities of a higher graded post over an extended period shall be eligible to receive an Additional Payment, paid either as a temporary addition to salary or as a lump sum.

For example, using salaries as at 1.9.16, if the employee is at the bottom of Grade 3 (SCP 15) and usually earns £18,327 per annum and carries out 50% of the duties of a Grade 4 role, the Additional Payment would be calculated as follows:

Minimum of Grade 4	£19,521 (SCP 18)
Less Current salary	£18,327 (SCP 15)
	= £1,194 p.a.
% duties undertaken (50%)	= £597 p.a.

3.2 Temporary promotion

An employee required to undertake the full duties and responsibilities of a higher graded post over an extended period of 3 months should be temporarily promoted to that higher grade. The terms of the temporary promotion should be set out as an amendment to the permanent contract of employment. Any allowance(s) an employee receives in accordance with their permanent contract of employment will therefore cease unless the employee continues to work the number and pattern of hours required to qualify for the allowance(s).

4 Additional Payments

- 4.1 The Force also has the discretion to make an Additional Payment, either as an addition to salary or as a lump sum, to recognise factors that are not reflected in the basic pay of an employee's job.

5 Payments for working additional hours

- 5.1 The Police Force is an emergency service and in order to respond to service demands an individual may be requested to work additional hours from time to time. Line Managers will give consideration to any previous commitments or domestic arrangements. However, flexibility on both sides will be vital to enable the Force to respond to the demands placed upon it.
- 5.2 For pay purposes a week commences at 00:01 Sunday to 24:00 the following Saturday. A day starts at 00:01 and ends at 24:00.
- 5.3 An employee paid at or below point 29 of the salary spine who works in excess of an average of 37 hours per week (*net of rest breaks*) shall be paid at the following rates for working additional hours:

Period	0700 – 1900	1900 – 0700
Monday – Friday	0	0.5
Saturday	0.5	0.5
Sunday	0.5	0.5
Bank Holiday	1	1

0 = plain time 0.5 = time and a half 1 = double time

- 5.4 Staff paid at spinal column point 30 and above will not usually be eligible for overtime unless prior approval has been granted by their Commander, Head of Department or other appropriate senior manager.
- 5.5 Staff who work reduced hours will receive payment at plain time rate for all additional hours worked where requested by management up to and including 37 hours in any one week. Thereafter, they will be entitled to overtime at the appropriate rates.
- 5.6 For the purposes of paragraph 5.3, periods of work of fifteen minutes or more should be paid at the appropriate rate.
- 5.7 Alternatively, an employee who works a regular pattern of hours in excess of an average of 37 hours per week may be paid a locally agreed salary supplement.
- 5.8 Flexi time will not normally count towards additional hours unless permitted under the rules of the Force's Flexi-time scheme.

6 Payments for working unsocial or irregular hours

- 6.1 Weekend work shall be paid at the rate of time and a half for all hours worked.

Weekend hours are hours on a Saturday and a Sunday. Staff shall claim for hours worked on a monthly basis with payment in arrears. If a rostered weekend is not worked, as an employee is granted time off in lieu (TOIL), no claim can be made unless the accrued time was time worked at a weekend.

- 6.2 Night work shall be paid at the rate of time and a third for all hours worked between 2000 and 0600.

This will only apply where an employee is not entitled to receive a shift allowance as detailed in paragraph 7.1 or an irregular hours allowance as detailed in paragraph 6.3.

- 6.3 The following allowances shall be paid to staff working irregular hours (which are defined as hours before 0700 or after 1830):

- | | | |
|-------|---|----------------|
| 6.3.1 | An average of at least four but less than eight hours per week calculated over the working cycle (pro rata to hours worked) | 7.5% of salary |
| 6.3.2 | An average of at least eight hours per week calculated over the working cycle (pro rata to hours worked) | 10% of salary |

The working cycle is the number of weeks covered by the working pattern.

6.4 The allowance for working irregular hours shall not apply to work which qualifies for allowances at 6.2 or 7.1 or where the employee works those hours voluntarily under a flexible working arrangement.

7 Payments for working shifts

7.1 The allowances set out below shall apply where a shift pattern meets all of the following criteria:

- a span of eleven hours or more between start time of the earliest shift and finish time of the latest shift;
- at least four hours between the starting time of the earliest and latest shifts;
- at least half of the shifts in the shift cycle include some unsocial hours.

Period covered by shifts	Proportion of basic salary
11-14 hours	12.5%
Over 14 and less than 18 hours	14%
18 hours or more	20%

For the purpose of paragraph 7.1, unsocial hours shall be weekends, nights and irregular hours as defined in 6 above.

7.2 For the purposes of paragraph 7.1 above a shift is a period of hours worked; a shift pattern is the arrangement of those shifts; and shift cycle is the number of weeks over which the pattern repeats itself.

8 Payment for short notice changes to start times

8.1 An employee who, at the request of the employer, agrees to alter his/her published start time by three hours or more at less than five days' notice, shall receive an additional payment for the actual number of hours worked up to a maximum of 7.4 hours at basic salary rate.

9 Payment and other arrangements for an employee who works on a day not originally published/scheduled.

9.1 An employee who at less than five days' notice, at the request of their employer, agrees to work on a day not originally published/scheduled as a working day shall be paid at the appropriate additional hours rate for each hour worked and receive time off in lieu equal to the actual number of hours worked.

- 9.2 An employee who at more than five days' notice, at the request of their employer, agrees to work on a day not originally scheduled as a working day may elect to be paid at the appropriate additional hours rate for each hour worked or receive time off in lieu equal to the actual number of hours worked.
- 9.3 Where an employee's working day is changed to a weekend, then the employee is entitled to take any consequential time off in lieu at a weekend where this is possible.
- 9.4 Time off in lieu accrued under 9.1 or 9.2 should usually be taken within a two week period. Where time off in lieu has not been taken within three months, payment will be made in the next available payroll.

10 Separate entitlements and methods of calculation

It is possible for an employee to have a concurrent entitlement to more than one of the payments set out in paragraphs 5 to 7 inclusive but not to night work, shift work, or irregular hours at the same time. Where concurrent entitlements exist, each payment should be calculated separately on the basis of the basic salary rate.

11 Payments for working on a public holiday

An employee who works on a public holiday as part of a published work pattern, or at the request of their employer, shall, in addition to the normal pay for the day, be entitled to payment at plain time for the actual number of hours worked plus time off in lieu equal to the actual number of hours worked. (i.e. they will retain their public holiday entitlement in their Leave Bank to be used at another time.)

12 Payments for Standby Duty and Call-outs

- 12.1 For the purposes of this paragraph a period of standby duty is defined as either of the following:
- 12.1.1 any period from the end of normal office working hours to the beginning of normal office working hours the next day
 - 12.1.2 A twelve hours period at weekends or on a public holiday.
- 12.2 The payment for each such period of standby duty w.e.f. 1 September 2018 is £30.05 for weekdays and £60.10 for weekends. The payment covers the requirement to be available to deal with work issues either away from or at the workplace and the completion of all necessary paperwork arising from the standby period and which is outside of your normal contracted working hours.

- 12.3 An employee who is called out shall be paid at the rates set out in paragraph 5.3 for all time necessarily spent working. The normal restriction on overtime payments for staff above pay point 30 shall not apply.
- 12.4 Any employee who responds to an emergency call out will be paid a minimum of 4 hours at the appropriate enhanced rate of pay for each period of attendance.
- 12.5 Stand-by payments will be made to eligible police staff up to and including Grade 12.
- 12.6 A period of attendance begins at the time of the call out and continues until completion of the task. The call out payment will cover a second call out in the same four hour period. Any return journey time should be aggregated as part of the call out. All submissions for such payment must be countersigned by the relevant senior manager.
- 12.7 If an employee returns to duty they will receive the appropriate rate of pay for the actual time worked.
- 12.8 Telephone calls incur time and payment at a rate of 30 minutes minimum for the first call (or actual time if longer) and the accumulative actual time for subsequent calls. The time spent on dealing with telephone calls will include any time making notes, research and other calls made as a consequence.

13 Stand-by

- 13.1 An employee will be considered to be on 'stand-by' for recall to duty when s/he is required to be available on a structured rota system, for potential recall to work.
- 13.2 The employee must be available to respond to an emergency, provide advice, support and guidance and attend work with minimum delay. They must be available within the Force area.
- 13.3 The employee abstains from drinking alcohol and is able to drive as required.
- 13.4 The employee can be contacted by telephone at all times during the stand-by period.
- 13.5 Failure to be available and fit for duty will be considered as a potential misconduct issue.
- 13.6 Staff on stand-by who become unavailable for any reason must inform the Force Duty Officer immediately.

- 13.7 Only those posts agreed by the relevant ACPO portfolio holder will be permitted to take part in a stand-by rota.
- 13.8 Staff who undertake structured 'stand-by' working as described above will be remunerated at the rate set out in paragraph 12.2 per period Monday-Friday. The figure is doubled for time for Saturdays, Sundays and Bank Holidays (24 hour periods).
- 13.9 The Working Time Regulations do not cover periods of 'stand-by', which do not require any direct work to be undertaken.
- 13.10 All time worked on duty or undertaking telephone support will be counted as working time under the Working Time Regulations.

14 Part-time employees

- 14.1 Part-time staff will receive (on average) two rest days each week. A day which is neither a rostered working day, nor a rest day, nor a public holiday is referred to as a Free Day.
- 14.2 Additional hours payments set out in paragraph 5 shall only apply where the total hours worked are in excess of the average working week of a full time employee (See Part 2, section 1, paragraph 1.1). Additional hours worked below this figure will be paid at plain time rate only.
- 14.3 Allowances set out in paragraphs 6 to 13 inclusive shall apply to part time staff.
- 14.4 Allowances set out in paragraph 9 shall apply to a re-rostered rest day or free day.

15 First aider allowance

An allowance will be paid to qualified designated workplace First Aiders. See D48 First Aid at Work.

16 Payments to interpreters/translators

The Force shall ensure that staff who are asked to translate during the course of their duties are members of the NRPSI - National Register of Public Service Interpreters.

17 Safety Fire Wardens

The Force shall pay an Additional Payment to qualified and recognised work based Safety Fire Wardens.

18 Payments for Overnight Absences

- 18.1 An employee shall be paid an allowance of £50, to be known as the 'Away from Home Overnight Allowance', in respect of every night they are away from their normal place of work and required to stay away overnight rather than being able to return home.
- 18.2 An employee will not receive the overnight allowance if they are on a training course, attending a meeting or conference, or carrying out any activity that forms part of their role or normal work.
- 18.3 This allowance shall only be paid if agreed in advance of the overnight absence.

19 Holiday Pay

- 19.1 The Force's allowances and entitlements are already paid to police staff for all periods of annual leave in accordance with contractual entitlements and existing collective agreements, e.g. shift pay, unsocial hours' allowance, contractual overtime, and weekend working allowance.
- 19.2 For the purpose of the four weeks' (20 days) annual leave payment, under Regulation 13 of the UK Working Time Regulations police forces should reckon the following as 'normal remuneration' for payment:
- All forms non-contractual overtime, for both full time and part time workers (including plain time overtime where applicable) including that payable as part of rest day working compensation;
 - Standby;
 - Acting up allowances.
- 19.3 The payment is pensionable except in accordance with LGPS regulations – payments made in recognition of leave that has not been taken (e.g. upon leaving employment) are not pensionable.
- 19.4 The calculation for payment is 20/365 of total of payments identified in the list above paid during a 12 months' reference period, which is the rolling 12 months prior to commencement of the allowance.
- 19.5 The Force has discretion in relation to the frequency of payment. The notion of a reference period is relevant to allow calculations to be made at a given point in time and enable fair payment to individuals.

Part Two:

Leave

Section 3

1 Annual Leave

- 1.1 The minimum paid annual leave entitlement on appointment shall be 23 days during the financial leave year April to March. For employees who have 5 years' or more continuous service (in accordance with the provisions of Section 6 Paragraph 8) the annual paid leave entitlement rises to 30 days. A day is equal to 7.4 hours. The annual leave entitlement during the financial leave year April to March for part time employees will be pro-rata to hours worked
- 1.2 The additional annual leave pro-rata to service in the leave year in which the fifth anniversary of appointment falls, should be granted. The additional leave will be expressed in hours. Annual leave should be recorded in hours according to the daily work pattern.
- 1.3 Employees starting or leaving employment during the year shall be entitled to leave proportionate to the number of completed days of service during the financial leave year April to March. Leave should be taken at times agreed between managers and employees.
- 1.4 In the case of an employee leaving the Force, all leave should normally be taken before the end of the employment. Where this is not possible, for example medical or disciplinary issues, or other reasons outside the employee's control, payment will be made in respect of untaken holiday entitlement relating to the current holiday year.
- 1.5 The Force provides individuals with a minimum of 23 days' annual leave (for staff with less than 5 years' service) for use throughout the holiday year (pro rata for part time and starters/leavers). In addition, the Force also provides an allocation of leave days for use on public/bank holidays that fall within the current financial year. The Force meets the statutory minimum 28 days' entitlement and in most years, depending on how public/bank holidays fall, the Force provision exceeds the statutory minimum.
- 1.6 The Line Manager and individual are responsible for the accurate recording of leave. If too much annual leave has been taken at the end of employment, the line manager must notify HR/Payroll who will arrange for a deduction to be made to the employee's final salary

- 1.7 Maternity leave and parental leave should be regarded as service for the purpose of calculating an employee's additional entitlement to annual leave after five years' continuous service.
- 1.8 Maternity leave/adoption leave, shared parental leave, and parental leave should not affect the length of an employee's annual leave entitlement in the leave year(s) in which maternity leave falls.
- 1.9 In the event of an employee falling sick during a period of annual leave, he or she should be regarded as being on sick leave from the date of the medical certificate and further annual leave should be suspended from that date.

2 Public Holidays

Employees are entitled to paid leave on each public holiday during the financial leave year April to March. Where such leave cannot be granted for operational reasons on a particular public holiday then the employee shall be covered by the arrangements at Section 2, paragraph 11.

3 Carry over and bring forward of leave

- 3.1 Staff may carry forward a total of up to 5 days' (37 hours) annual leave. This is pro rata for part time staff.
- 3.2 More than five days may be carried forward in exceptional circumstances with approval from the relevant Commander/Head of Department.
- 3.3 Carried over leave must be taken within the first 3 months of the new leave year.
- 3.4 Up to five days' leave (37 hours) may be brought forward from the next leave year. This is pro rata for part time staff. This must be agreed between the line manager and the employee.

4 Maternity support leave

Maternity support leave of two weeks, paid in line with statutory entitlement, shall be granted to the child's father or the partner or nominated carer of an expectant mother at or around the time of birth. A nominated carer is the person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of birth. See D88 Family Leave.

5 Adoption leave

- 5.1 All employees are entitled to 52 weeks' adoption leave. Employees who have been employed continuously for a period of not less than 52 weeks ending with the week the employee is notified of having been matched with a child, are entitled to be paid from the first to the 18th week (inclusive) of adoption leave at their full rate of pay. An employee with an agreement with the employer can receive half pay in the 14th to the 23rd weeks of the period, instead of receiving full pay in the 14th to the 18th weeks. An employee with 52 weeks' continuous service is entitled to 21 weeks' pay at the statutory adoption rate of pay and the remainder of 13 weeks unpaid.
- 5.2 The pay to which an employee is entitled to under paragraph 5.1, shall be reduced, in respect of any week for which the employee receives statutory adoption pay by an amount equal to the statutory adoption pay. The half pay to which an employee is entitled under paragraph 5.1 shall be reduced, in respect of any week for which the member receives statutory adoption pay, by an amount equal to half of the statutory adoption pay that the member receives for that week.
- 5.3 Leave taken as adoption leave will be reckonable for incremental pay, annual leave purposes, and count as continuous service. An employee is entitled to buy back, for pension purposes, reckonable service in respect of any period of adoption leave. See D88 Family Leave
- 5.4 Payments made by the employer during adoption leave under 5.1 above shall be made on the understanding that the employee will return to work for the employer for a period of at least one month. This period may be varied by the employer on good cause being shown. In the event of the employee not returning to work for the one month period, he/she shall refund the monies paid, or such part thereof, if any, as the employer may decide. Payments made to the employee by way of Statutory Adoption Pay are not refundable

6. Surrogacy

- 6.1 Where a child is born to a surrogate mother, the intended parents can become the child's legal parents by applying for a parental order. One of the intended parents must be genetically related to the child and the child must live with the intended parents.
- 6.2 Where a couple have a parental order in relation to a child, one of the parents can be eligible for adoption leave and pay and the other can be eligible for paternal leave and pay. The couple must elect which one of them will take adoption leave.
- 6.3 An employee who takes adoption leave in these circumstances can curtail his / her adoption leave and take shared parental leave with the other parent, provided that both parents meet the relevant eligibility requirements. The date of the child's due birth date must have been on or after 5th April 2015.

7 Parental leave

- 7.1 Parental leave provisions equivalent to the Maternity and Parental Leave Regulations 1999 will apply to police staff. An employee with at least one year's continuous service at the time he or she wants to take the leave and has or expects to have responsibility for a child is entitled to 18 weeks' leave in respect of each child up to the age of 18 (from 5 April 2015), and in addition any other nominated carer where the employer is satisfied that the person is taking parental responsibility.
- 7.2 The arrangements for taking parental leave and the timing of that leave shall be agreed between the employee and the employer but shall be no less favourable to the employee than as provided under the Maternity and Parental Leave Regulations 1999.
- 7.3 Leave taken as parental leave will be reckonable for incremental pay, annual leave purposes and count as continuous service. An employee is entitled to buy back, for pension purposes, reckonable service in respect of any period of parental leave. See D88 Family Leave
- 7.4 Parental leave is unpaid

8 Shared Parental Leave

Entitlements to shared parental leave with effect from 5 April 2015 are outlined in the Force Step by Step Shared Parental Leave.

[Shared Parental Leave Step by Step](#)

9 Time off for dependants

The time off for dependants' provisions in the Employment rights Act 1996 will apply to police staff. This leave is intended to deal with short term difficulties or to make arrangements to deal with long term difficulties. It will normally be restricted to one or two days' duration and shall be paid. See D88 Family Leave.

10 Hospital/doctor's/dental appointments

Appointments should be arranged outside normal working time at the beginning or end of the day or during lunchtime to minimise disruption to the working day. However, where there is an emergency or time cannot be changed, reasonable time off will be allowed.

11 Time off for medical screening

Necessary paid time off shall be granted for the purpose of appropriate medical screening.

12 Public service leave

12.1 Duties of public office:

12.1.1 Reasonable unpaid time off will be granted to enable staff to perform duties as a member of:

- a Statutory Tribunal
- a Family Practitioner Committee
- the National Environmental Agency
- a Health Service Trust

12.1.2 Approval should be sought from the line manager and notification sent to the HR for recording and notification to the Payroll department. Staff may use time on card, flexi time or annual leave instead of unpaid leave.

12.2 Jury service

In accordance with the Criminal Justice Act 2003, from April 5th 2004 police staff are eligible for Jury Service. Duty time off will be paid. Staff must return to work if they are stood down for jury duty.

12.3 Member of local authority

Staff elected to serve as a member of a local authority (including a Parish Council, Unitary Authority, or a County Council established under the Local Government Act 1972) will be granted leave of absence with pay, up to a maximum of 144 hours per year. All requests to be recorded and approved by the Line Manager and notified to HR for recording. The time off will be pro rata for staff who work reduced hours.

12.4 School governor

Reasonable time off (unpaid) to attend meetings will be granted to staff appointed as governor of a grant maintained school, higher education corporation or educational establishment maintained by a local authority. All requests to be referred to the Line Manager and recorded by HR. HR must notify the Pay Department of all unpaid leave. Flexi-time, time on card or annual leave may be used instead of unpaid leave.

13 Special and other leave

Additional leave with or without pay may be granted in special circumstances.

13.1 Examinations

One day's paid leave per subject may be granted to employees to sit appropriate examinations funded by the Force. In addition, such staff are entitled to pre-examination leave at the rate of one day per examination subject. (This does not apply to courses funded through the Sponsored Learning Panel.)

13.2 Further education and training courses.

Paid time off will be granted to staff who attend an approved course of study or training which is funded by the Force away from their normal workplace. (This does not automatically apply to courses funded through the Sponsored Learning Panel unless negotiated locally.)

13.3 Organ donation

A report must be submitted via the line manager to the HR Support Manager giving details of the requirement for time off to be an organ donor.

The HR Support Manager should refer the individual to the OHSU for an impact assessment to determine how long the individual is likely to be absent from work; if any restrictions are likely to apply when the individual returns to work; and the long term effects, if any, as a result of the donation.

Time off for organ donation to a family member will generally be recorded as sick leave, but will depend on the results of the OHSU report. Any queries should be referred to the Head of HR Operations.

13.4 Severe weather conditions

13.4.1 At the onset of severe weather it will be the responsibility of each individual to decide whether or not they are able to travel to work. The line manager (or other appropriate manager) must be advised in the normal way and the individual must record their absence as flexi, annual leave, or time off in lieu.

13.4.2 Where appropriate a member of staff may be able to work from home or from police premises elsewhere in the Force area on a temporary basis. This should be discussed and agreed with the line manager or other appropriate senior manager.

13.4.3 The line manager will not unreasonably refuse a request to leave work early because of adverse weather conditions. However, actual time of finishing work must be recorded and made up through flexi, annual leave, or time off in lieu.

13.4.4 If the current year's leave entitlement is exhausted it may be taken from the following year's annual leave entitlement. For staff who work 'flexi' or who have a time off in lieu card a debit may be incurred and made up in the following month.

13.5 Special Constabulary

All members of the Special Constabulary employed by the Force will be granted up to 20 hours' paid leave per year to undertake Special Constabulary duties or training. Time taken off should be agreed and recorded by the line manager and notified to HR for recording.

13.6 Sport (time off)

See D118 Sporting and other Representative Activities

13.7 TA, other non-regular armed services, and rescue services

Volunteer members of the non-regular armed forces and rescue services may be granted up to two weeks' leave with pay to attend annual training camp, in addition to their normal annual leave. All requests should be referred to the relevant Line Managers and recorded by HR.

13.8 Special Unpaid Leave

13.8.1 Up to one month's unpaid leave may be granted upon application to the Line Manager provided that the annual leave entitlement for that year is exhausted. Notification should be sent to HR for recording purposes. HR will notify the Payroll department to enable the necessary salary adjustment to be made.

13.8.2 During unpaid leave, no contribution will be collected towards an individual's occupational pension. However, a buy-back option may be available and Peninsular Pensions should be contacted for full details. Annual leave will not accrue during unpaid leave.

13.9 Career Break: Police Staff

See D264 Career Break policy

Part Two: Section 4

Sickness Provisions

1. General

1.1 The scheme is intended to supplement Statutory Sick Pay or the employment and support allowance if you are ill. This includes any increase for adult and child dependants or State Insurance Benefits so as to maintain pay.

1.2 Employees shall be entitled to sick pay in accordance with the following in respect of absence from work due to sickness, disease, or disablement:

Length of Continuous Service*		Amount of Sick Pay
1.2.1	During 1st year of service	One month's full pay and (after Completing four months' service) two months' half pay
1.2.2	During 2nd year of service	Two months' full pay and two months' half pay
1.2.3	During 3rd year of service	Four months' full pay and four months' half pay
1.2.4	During 4th and 5th years' of service	Five months' full pay and five months' half pay
1.2.5	After 5 years' service	Six months' full pay and six months' half pay

* See Section 6, paragraph 8, for a definition of continuous service.

1.3 The Force has discretion to extend the application of the above scale in exceptional cases and managers should review the position of employees at an early opportunity and before their entitlements to paid sick leave expires. See D037 Attendance Management policy.

1.4 "Full pay" in paragraph 1.2 table above shall be an amount which when added to Statutory Sick Pay or any Employment and Support Allowance receivable will secure the equivalent of normal pay.

1.5 "Half pay" in paragraph 1.2 table above shall be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay or any Employment and Support Allowance so long as the total sum does not exceed normal pay.

- 1.6 Full pay includes all the guaranteed earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.
- 1.7 A period of absence due to an injury sustained in the course of duty, which is not the fault of the individual, should be excluded from any calculation in respect of the period of entitlement to full or half sick pay.

2. Calculation of sick pay

- 2.1 The rate of allowance and the period for which it should be paid in respect of any absence due to illness shall be calculated by deducting from the employee's entitlement on the first day the aggregate of periods of paid absence during the twelve months preceding the first day of absence. Unpaid absence on sick leave should be disregarded. Service in a temporary capacity should be recognised.
- 2.2 Employees should declare to the Force their entitlement to benefits described in paragraphs 1.4 and 1.5 above and any subsequent alteration in such entitlement. If they do not the employers should determine the benefit by reference to the maximum benefit obtainable. So far as widows and widowed mothers are concerned, regard should be paid in calculating the amount of sickness payment only to such part of the statutory sick pay or National Insurance benefit received as is in excess of the amount received by the member of staff from the Department for Work & Pensions in weeks of full normal employment.
- 2.3 Where an employee is receiving sick pay, he or she should continue to receive such pay if a public holiday occurs during the sick leave. Where an employee has exhausted his or her period of entitlement to sickness pay, no payment should be made (other than SSP if applicable) in respect of a public holiday occurring during his or her period of sick leave.

3. Grant of sick pay to victims of crimes of violence

- 3.1 Where an employee is absent from work because of an injury in respect of which a claim will lie to the Criminal Injuries Compensation Authority and the employee is otherwise qualified to receive sick pay, such sick pay should be provided without any requirement to refund any proportion of it from the sum which the Compensation Authority may award.
- 3.2 Where an award has been made by the Compensation Authority the whole part of the period of sick leave occasioned by the injury may be discounted from calculation of sick pay entitlement.

4. Claims from a third party

- 4.1 An employee who is absent as the result of an accident should not be paid an allowance if damages may be receivable from a third party. In this event a sum not exceeding the sickness allowance provided under this Handbook may be advanced, subject to the employee undertaking to refund the total amount of such allowances or the proportion thereof represented in the amount of damages received. Any period of absence in such a case where a refund of the monies advanced is made, should not be recorded for the purposes of this Handbook. Where, however, the refund is made in part only the period of absence may be so recorded.
- 4.2 An employee who is unable to work as a consequence of illness may be required to submit to an examination by a medical practitioner nominated by the Force subject to the provisions of the Access to Medical Reports Act 1988. Any expenses incurred in connection with such an examination shall be met by the Force.
- 4.3 If an employee fails to observe the conditions of this Handbook or is considered to have prejudiced his or her recovery in some way, the payment of the allowance may be suspended.

5 Reporting absence

- 5.1 Staff should report sickness absence at the earliest opportunity. The line manager will usually be the first point of contact for staff.
- 5.2 On the eighth continuous day of absence an employee must provide a medical certificate from a registered medical practitioner stating the reason for the absence and the duration of the absence. Continued absence must similarly be covered by medical certificates.

6 Managing absence

- 6.1 After a period of sickness all staff will attend a return to work interview with their manager, see Attendance Management Policy D037.
- 6.2 All periods of sickness absence will be monitored and where absences reach the predetermined level the capability procedure will be initiated.
- 6.3 Where required an employee may be engaged on recuperative duties to assist the return to work following illness or injury.

- 6.4 In cases where an employee is unable to remain in their post due to illness or injury then redeployment options will be considered in accordance with the D362 Redeployment policy.

Part Two: Section 5

Maternity Provisions

1 **Who this scheme applies to**

The occupational maternity scheme shall apply to all pregnant employees regardless of the number of hours worked per week.

2 **Initial obligations on the employee**

2.1 An employee shall notify the Force at least 28 days before her absence begins or as soon as is reasonably practicable:

2.1.1 that she is pregnant;

2.1.2 of the expected week of childbirth (EWC);

2.1.3 of the date of the beginning of her absence.

2.2 The Force can request that the notification of the beginning of the absence is given in writing and that the employee produce a certificate from a registered medical practitioner or a registered midwife stating the EWC.

3 **Health and well-being**

3.1 **Ante-Natal Care**

Any pregnant employee has the right to paid time off to attend ante-natal care and must produce evidence of appointments if requested by her employer. The father of the baby, or the pregnant woman's partner, has the right to unpaid time off work to attend up to two antenatal appointments with the woman.

3.2 **Health and Safety**

Consideration must be given to any health and safety implications for pregnant or breast-feeding employees identified in the Workplace Risk Assessment.

4 Maternity leave entitlement

- 4.1 All employees are entitled to a maximum period of maternity leave of 15 months, which can be taken in one or more periods. The period in which maternity leave can be taken starts six months before the expected week of childbirth and ends no later than 12 months afterwards. The ability to take maternity leave in more than one period allows the employee to:
- 4.1.1 Return to work for, e.g. a court appearance or training course, and then resume maternity leave.
 - 4.1.2 Take annual leave during a break in maternity leave; otherwise any accrued or unused annual leave should be carried over to the next leave year.
- 4.2 Within 28 days of receipt of the initial notification the employer will write to the employee informing them of the last day of their maternity leave and the expected date of return.
- 4.3 Leave taken as maternity leave will be reckonable for incremental pay, annual leave purposes and count as continuous service. An employee is entitled to buy back, for pension purposes, reckonable service in respect of any period of maternity leave.

Keeping in Touch (KIT) Days

- 4.4 (a) Keeping in touch (KIT) days are intended to facilitate a smooth return to work for women returning from maternity leave. Before going on leave, the employer and the employee should discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity leave. An employee may work for up to 10 KIT days during OML or AML without bringing her maternity leave to an end. An employee may not work during the two weeks of compulsory maternity leave immediately after the birth of her baby.
- (b) The work can be consecutive or not, and can include training or other activities which enable the employee to keep in touch with the workplace. Any such work must be by agreement and neither the employer nor the employee can insist upon it.

5 Maternity Pay

- 5.1 Employees who have at least 26 weeks' continuous service by the end of the 15th week before the expected date of birth are entitled to Statutory Maternity Pay (SMP) for 39 weeks. Occupational maternity pay is offset against SMP/MA.
- 5.2 Payments for employees who have completed 1 year's continuous service at the 11th week before the EWC shall be as follows:

- 5.2.1 18 weeks at full pay;
 - 5.2.2 Employees can elect, with the agreement of the Force, to extend their final five weeks' maternity pay to 10 weeks at half pay;
 - 5.2.3 For the remainder of the maternity leave period the employee will receive their entitlement to SMP (currently up to 39 weeks in total), where eligible;
 - 5.2.4 For employees not intending to return to work payments during their maternity leave period following the first 6 weeks shall be the entitlement to SMP (currently 39 weeks in total), where eligible.
- 5.3 Payments made by the employer during maternity leave under 5.2.1 above shall be made on the understanding that the employee will return to work for the Force for a period of at least one month. In the event of the employee not returning to work for the one month period, she shall refund the monies paid, or such part thereof. Payments made to the employee by way of SMP are not refundable.
- 5.4 The pay to which an employee is entitled to under paragraph 5.2.1 shall be reduced, in respect of any week for which the employee receives Statutory Maternity Pay by an amount equal to the Statutory Maternity Pay. The half pay to which an employee is entitled under paragraph 5.2.2 shall be reduced, in respect of any week for which the member receives Statutory Maternity Pay, by an amount equal to half of the Statutory Maternity Pay that the member receives for that week.

6 Right to return to work

- 6.1 Subject to 6.2 the employee shall have the right to return to the job in which she was employed under her original contract of employment and on terms and conditions not less favourable than those which would have been applicable to her if she had not been absent. "Job" for this purpose, means the nature of the work which she is employed to do and the capacity and place in which she is so employed.
- 6.2 Where it is not practicable by reason of redundancy for the Force to permit her to return to work in her job as defined in 6.1 above the employee shall be entitled to be offered a suitable alternative vacancy, where one exists, provided that the work to be done in that post is suitable to her and to the circumstances, and that the capacity and place in which she is to be employed and her terms and conditions of employment are not substantially less favourable to her than if she had been able to return to the job in which she was originally employed.

- 6.3 Suitable alternative employment may also be offered if exceptional circumstances other than redundancy (e.g. a general re-organisation), which would have occurred if the employee had not been absent, necessitate a change in the job in which she was employed prior to her absence. The work to be done should be suitable to her and appropriate to the circumstances and the capacity and place in which she is to be employed and her terms and conditions of employment should not be less favourable to her than if she had been able to return to the job in which she was originally employed.

7 Exercise of the right to return to work

7.1 Return before the end of the maternity leave period

7.1.1 An employee shall notify the employer, in writing if requested, at least 21 days before of the day on which she proposes to return if this is before the end of the maternity leave period. Where the notice given is less than 21 days the employer may postpone the return to ensure 21 days' notice but not beyond the end of the maternity leave period.

7.1.2. Where an employee is unable to return on the expected day due to sickness the absence will be covered by the sickness scheme in the normal way.

7.1.3 For an employee where, because of an interruption of work (whether due to industrial action or some other reason), it is unreasonable to expect her to return on the due date, she may instead return when work resumes, or as soon as reasonably practicable thereafter.

- 7.2 If an employee does not give notice of an earlier return it is assumed that she will return to work at the end of their maternity leave.

8 Relationship of maternity leave with sick leave and annual leave

- 8.1 Maternity leave will not be treated as sick leave and will not therefore be taken into account for the calculation of the period of entitlement to sick leave.

- 8.2 Maternity leave shall be regarded as continuous service for the purposes of the Force's sickness and maternity schemes and annual leave.

- 8.3 Annual leave continues to accrue during maternity leave.

- 8.4 An employee who takes maternity leave is also entitled to annual leave in line with Part 2 Section 3, Leave - 1 Annual leave above, for the annual

- leave year in question. Usually this should not be an issue, as the annual leave can be accommodated within the leave year(s) in question.
- 8.5 However, if the employee is unable to take all of her annual leave in the leave year due to being on maternity leave, then she is entitled to carry it over to the appropriate leave year when she returns to work.

9 Definitions

9.1 A Week's Pay

The term “a week’s pay” for employees whose remuneration for normal working hours does not vary with the amount of work done in the period, is the amount payable by the employer to the employee under the current contract of employment for working her normal hours in a week. Where there are no normal working hours, a week’s pay is the average remuneration in the past 12 weeks preceding the date on which the last complete week ended, excluding any week in which no remuneration was earned.

9.2 Childbirth

Childbirth means the live birth of a child, or a still birth after a pregnancy lasting 24 weeks.

Part Two:

Section 6

Appointment and Allied Arrangements

1 Probation upon appointment

The appointment of new employees to the Force should normally be subject to a period of probation not exceeding six months but may be extended in a particular case where a longer period is felt to be necessary. During this period the employee is expected to establish his or her suitability for the appointment. Appropriate procedures exist to enable this to be done with regular reports throughout the period. By the end of the probationary period, employment should either be confirmed or terminated.

2 Period of notice

- 2.1 The period of notice required to terminate an employee's appointment should be determined locally and clearly defined in his or her contract.
- 2.2 The minimum periods of notice to be given by the Force are governed by the Employment Rights Act 1996:

	Continuous Service	Period of notice
2.2.1	One month or more but less than two years	Not less than one week
2.2.2	Two years or more but less than twelve years	Not less than one week for each year of continuous service
2.2.3	Twelve years or more	Not less than twelve weeks

3 Resignation

- 3.1 Staff must give notice, in writing, to their line manager who will forward it to HR, in order to terminate their employment. Once an employee has resigned and that resignation has been accepted, the Force is under no obligation to allow the employee to withdraw their notice, but may do so at their discretion.
- 3.2 Notice periods for resignation are set out in the Statement of Particulars.

4 Equality and Diversity

All employees should be afforded equality of opportunity in the employment context, under the Equality Act 2010, irrespective of sex; marriage and civil partnership status; race; religion; disability; sexual orientation; gender reassignment; pregnancy and maternity; or age. In operating their recruitment and other personnel policies, the Force should develop and practice positively the concept of equality of opportunity for all.

5 Membership of unacceptable organisations

“The police service is committed to full compliance with the duty to promote race equality as per the Equality Act”.

Any organisation that promotes, as part of its Constitution, discrimination against any person by virtue of their race, creed, colour or religion clearly contradicts with the general duty to promote race equality and it is unacceptable to the service for any member of police staff to be an active member of such an organisation.

Following investigation, action may be taken at local level under relevant force disciplinary / conduct procedures.

For the purposes of this policy, unacceptable organisations include: the British National Party, Combat 18, and the National Front. Active membership could involve activities such as: the participation in leaflet drops, meetings, fund raising, and speaking on behalf of, or writing articles for the said organisation. These activities remain unacceptable, regardless of whether or not an individual is a formal member of the stated organisations.”

6 Standards of Professional Behaviour

- 6.1 Public confidence in the police depends on police staff demonstrating the highest level of personal professional standards of behaviour. The Police Staff Council's Standards of Professional Behaviour reflect the expectations that the police service and the public have of how police staff should behave. They are not intended to describe every situation but rather to set a framework which everyone can easily understand. They enable everybody to know what type of conduct by a member of police staff is acceptable and what is unacceptable. The standards should be read and applied having regard to this guidance.
- 6.2 The standards of professional behaviour also reflect relevant principles enshrined in the European Convention on Human Rights and the Council of Europe Code of Police Ethics. They apply to all police and to those subject to suspension.

6.3 The Standards of Professional Behaviour cover:

Honesty and Integrity

Police staff are honest, act with integrity and do not compromise or abuse their position.

Authority, Respect and Courtesy

Police staff act with self-control and tolerance, treating members of the public and colleagues with respect and courtesy. Police staff do not abuse their powers or authority and respect the rights of all individuals.

Equality and Diversity

Police staff act with fairness and impartiality. They do not discriminate unlawfully or unfairly.

Use of Restraint

Police staff only use restraint as part of their roles and responsibilities to the extent that it is necessary, proportionate and reasonable in all the circumstances.

Instructions

Police staff only give and carry out reasonable instructions. Police staff follow all reasonable instructions and abide by force policies.

Work and Responsibilities

Police staff are diligent in the exercise of their work and responsibilities.

Confidentiality

Police staff treat information with respect and access or disclose it only in the proper course of their work.

Fitness for Work

Police staff, when at work, are fit to carry out their duties.

Discreditable Conduct

Police staff behave in a manner which does not discredit the police service or undermine public confidence in the police service. Police staff report any conviction or caution against them for a criminal offence.

Challenging and Reporting Improper Conduct

Police staff whilst at work report, challenge, or take action against the conduct of colleagues which have fallen below the standards of professional behaviour expected.

- 6.4 The standards are set out in The Force's Code of Ethics website. These do not restrict police staff's discretion; rather they define the parameters of conduct within which that discretion should be exercised. A breach of these standards may damage confidence in the police service and could lead to disciplinary action, which in serious cases may result in dismissal.
- 6.5 The public have the right to expect the police service to protect them by upholding the law and providing a professional police service. Police staff have the right to a working environment free of harassment, inequality or discrimination from others within the service and members of the public. The police service will proactively support such a working environment.

7 Management of Business Interest

ACPO Guidance on the Management of Business Interests and Additional Occupations for Police Officers and Police Staff.

This guidance has been produced by ACPO and ratified by the Police Advisory Board for England and Wales in July 2012. The purpose is to assist those who make decisions in respect of the approval or refusal of applications by Police Officers, Staff and Support Volunteers in respect of business interests and additional employment. This guidance can be obtained from the NPCC at <http://www.npcc.police.uk>.

An employee who has secondary employment must ensure that this does not contravene the above or the Force's D178 Business Interest policy.

8 Continuous service

- 8.1 An employee's period of continuous service will be from the date of commencement with the Force. Continuous service normally relates to employment with one employer although this can include associated employers (unless the employee's continuity of employment has been preserved in some other way or by TUPE).

8.2 For the purpose of entitlement regarding annual leave, the occupational sickness scheme, parental leave, adoption leave and the occupational maternity scheme, continuous service will include continuous previous employment with:

- A Police & Crime Commissioner
- A Chief Constable
- A Police Authority
- Police Service of Scotland
- Scottish Police Services Authority
- Scottish Crime and Drug Enforcement Agency
- Scottish Joint Police Board
- National Crime Agency
- Serious & Organized Crime Agency
- National Crime Squad
- National Criminal Intelligence Service
- College of Policing
- National Policing Improvement Agency
- Centrex
- Police Service of Northern Ireland
- Royal Ulster Constabulary
- Non-Home Office Forces
- Metropolitan Police
- British Transport Police

Provided that the break in service does not exceed 7 days (or 4 weeks in the case of redundancy).

8.3 Where an employee returns to the Police Service following a break for maternity reasons, or reasons concerned with caring for children or other dependents, continuity of service in respect of entitlements set out in 8.3 will be protected, provided that the break in service does not exceed eight years and that no permanent paid employment has intervened. For the purpose of the calculation of entitlement to annual leave, the eight years' time limit does not apply provided that no permanent full time employment has intervened.

8.4 Where an employee returns voluntarily to the police service (following a transfer to another employer under TUPE, COSOP or a transfer order), without a break in service, continuity of service in respect of the entitlements set out at 8.3 will be protected. This is subject to the return to service being within five years of the original transfer and only applies to employees who have returned to the police service since 1 April 2010.

9 Calculation of Redundancy Pay

9.1 Previous continuous employment with an organization(s) covered by the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999 will be included in calculating entitlement to statutory redundancy pay.

- 9.2 To be entitled to a redundancy payment, an employee must have at least two years' relevant service.
- 9.3 A person employed by a local government (or other employer(s) named in the Redundancy Payments (Continuity of Employment in Local Government, etc (Modification) Order 1999), who is under notice of redundancy and receives an offer of employment from the Force during the redundancy notice period, and is then engaged by the Force within four weeks of the redundancy date, will be treated as if their employment were continuous for the purpose of calculating any future redundancy payment but not for any other contractual entitlements (e.g. annual leave).
- 9.4 An employee who has been made redundant from the Force and receives a redundancy payment and is subsequently re-employed by the Force, continuity will have been broken and they must serve a further two years to qualify for a subsequent redundancy payment.
- 9.5 If an employee is offered alternative employment by the Force or an associated employer during their redundancy notice period and takes up the post within four weeks of the redundancy date, continuous service will not be broken and therefore there is no entitlement to a redundancy payment.
- 9.6 An employee who believes their service with a body listed on the Modification Order should be taken into consideration for calculating a redundancy payment should ensure HR is aware of this.

10 Continuous service and former police officers

Former police officers taking up employment in police staff roles will not be permitted to count their previous police officer service towards 'continuous service'.

11 Continuous service and fixed-term contracts

Continuous service for those with fixed-term contracts starts on the first day of employment (unless covered by the terms of the Modification Order for redundancy purposes). Note: A fixed-term contract or a series of fixed-term contracts entered into on or after 10 July 2002, will become a permanent contract after 4 years' continuous service unless it can be objectively justified to remain a fixed-term contract and that the break between contracts does not exceed four weeks.

Part Two: Section 7

Travel and Subsistence

1 Travel expenses

Receipted expenses for authorised travel necessarily and reasonably incurred by staff in the course of their duty will be reimbursed by the force.

2 Subsistence allowance

2.1 Staff shall be reimbursed other expenditure incurred in the course of duty provided it is:

- 2.1.1 necessary,
- 2.1.2 reasonable,
- 2.1.3 additional to what the employee would otherwise have incurred,
and,
- 2.1.4 backed by a receipt.

Full details can be found in D5 Allowances: food and accommodation and D7 Allowance: travel expenses.

2.2 Interview expenses will not normally be reimbursed unless specifically stated in the job advert.

3 Car allowances

3.1 An essential user is an employee for whom it is deemed essential that he or she has a car at his or her disposal whenever required. Such an employee shall be paid the following allowances:

Engine	451-999c	1000-1199cc	1200-1450cc
Lump Sum (Payable by instalments)	£846 pa	£963 pa	£1,239 pa
Mileage Rates			
Up to 8,500 miles	36.9p	40.9p	45.0p
Over 8,500 miles	13.7p	14.4p	16.4p
Petrol Element	9.406p	10.366p	11.288p
Amount of VAT	1.400p	1.543p	1.681p

- 3.2 An employee who is a casual user, for whom it is merely desirable that a car should be available and who is authorised to use his or her car on business, shall be paid the HMRC approved mileage allowance (currently 45p per mile for the first 10,000 miles; 25p per mile thereafter).
- 3.3 Employees using their own vehicle instead of a pool car, hire car, or public transport must ensure that they are appropriately insured in accordance with Force policy.

4 Additional travelling expenditure

- 4.1 An employee who incurs additional travelling expenditure as the result of a change in work location determined by the Force but who is not required to move home, shall be paid an allowance equal to the difference between the cost of travelling from his/her home to the new place of work and from home to the old place of work. The allowance will be based on either:
- A standard train and/or bus fares or,
 - A locally determined mileage allowance in respect of the additional mileage involved in the change of employment if the employee is an authorised car user or where public transport is not available.
- 4.2 The allowance shall be paid for a period of four years or until the maximum is reached as set out in D203 Removal expenses, whichever is the sooner.
- The period may be extended if the Force decides that there are exceptional circumstances warranting payments for a longer period. Similarly, where the Force determines a further change in work location before the end of the agreed protected period of the original move, the allowance may be reviewed and, where appropriate, adjusted in light of any change in additional travelling expenditure.
- 4.3 Similarly, where the employee voluntarily moves home before the end of the agreed protected period to a location nearer to the new place of work, the allowance will be reviewed and, where appropriate, adjusted. The principle to be followed is that employees should be reimbursed for additional travelling expenditure actually incurred.
- 4.4 Problems arising from significantly different journey times to the new place of work, as compared to the old place of work, will be considered sympathetically, wherever possible through flexibility of working practices.
- 4.5 No allowance will be payable under this scheme in cases where there are locally agreed separate provisions related to employees who, because of reorganisation, are required to move their homes.

Part Two: Section 8

Death or serious disablement arising from assault

1 General

- 1.1 Payments shall be made in accordance with paragraph 1.2 below to any employee or, in the event of death, jointly to the dependants of that employee, in the event of death or permanent disablement of the employee arising from a violent or criminal assault suffered in the course, or as a consequence, of his or her employment.
- 1.2 The amounts payable are as follows:
- 1.2.1 In the event of death within 12 months from the date of the assault and, in the opinion of the Force, by reason thereof, where the employee has one or more dependants, the equivalent of five year's gross remuneration at the rate applying at the date of the assault or £60,000, whichever is the greater. Where the employee has left no dependants, the sum of £2000 shall be payable.
- 1.2.2 In the event of permanent total or partial disablement as a result of the assault the percentage specified in the scale set out in paragraph 2.3 below of five times gross remuneration applying at the date of the assault or of £60,000, whichever is the greater; provided that such payments shall, at the discretion of the Force, be reduced by the amount of any damages or compensation recoverable in respect of the particular injuries.
- 1.3 This agreement is not intended to prevent payment of amounts exceeding those specified if it is considered reasonable to do so.

2 Scale of compensation

- 2.1 Death, total and irrecoverable loss of all sight in one or both eyes, total loss by physical severance or complete loss of use of one or both hands or feet at or above wrist or ankle, occurring within twelve months from the date of the assault: 100%
- 2.2 Permanent total and absolute disablement (other than as stated at paragraph 2.1) from engaging in or giving attention to a profession or occupation of any kind: 100%

2.3 Permanent partial disablement (not otherwise provided for above). The percentage of the capital sum set against the degree of disablement in the following table:

2.3.1	Total loss of hearing in both ears		40%
2.3.2	Total loss of hearing in one ear		10%
2.3.3	Complete loss of use of hip or knee or ankle		20%
2.3.4	Removal of lower jaw by surgical operation		30%
2.3.5	Fractured leg or foot with established non-union		25%
2.3.6	Fractured knee-cap with established non-union		20%
2.3.7	Shortening of leg by at least three centimetres		15%
	Loss by amputation or complete loss of:	Right	Left*
2.3.8	one thumb	20%	17.5%
2.3.9	one index finger	15%	12.5%
2.3.10	any other finger	10%	7.5%
2.3.11	one big toe	10%	10%
2.3.12	any other toe	3%	3%
2.3.13	complete loss of use of shoulder or elbow	25%	20%
2.3.14	complete loss of use of wrist	20%	15%

*These are reversed if the employee is left handed.