

# Police Staff Council

England & Wales



Pay & conditions of service handbook

**1 April 2017**



## Contents

### Part one – Principles and Constitution

Principles	7
Constitution	8

### Part two – Pay and Conditions of Service

#### Section 1 – Working Time

Working hours	11
Planning working patterns	11

#### Section 2 – Pay

Pay spine	13
Individual grading appeals	14
Progression for employees appointed on a scale of pay points	14
Temporary higher responsibilities	15
Honoraria	15
Payments for working additional hours	15
Payments for working unsocial or irregular hours	16
Payments for working shifts	17
Payments for short-notice changes to start times	17
Payments and other arrangements for an employee who works on a day not originally published/scheduled	17
Separate entitlements and methods of calculation	18
Payments for working on a public holiday	18



Payments for standby duty and call-outs	18
Part-time employees	18
First aider allowance	19
Payments to interpreters/translators	19
Payments for overnight absences	19
Holiday pay	19

### **Section 3 – Leave**

Annual leave	21
Public holidays	21
Maternity support leave	21
Adoption leave	22
Surrogacy	22
Parental leave	23
Shared parental leave	23
Time off for dependants	23
Time off for medical screening	24
Public service leave	24
Special and other leave	24

### **Section 4 – Sickness**

General	25
Calculation of sick pay	26



Grant of sick pay to victims of crimes of violence 26

Claims from a third party 26

## **Section 5 – Maternity Provisions**

Who this scheme applies to 28

Initial obligations on the employee 28

Health and well-being 28

Maternity leave entitlement 28

Keeping in touch (KIT) days 29

Maternity pay 29

Right to return to work 30

Exercise of the right to return to work 31

Relationship of maternity leave with sick leave  
and annual leave 31

Definitions 32

## **Section 6 – Appointments and Allied Arrangements**

Probation upon appointment 33

Period of notice 33

Equality and diversity 33

Membership of unacceptable organisations 33

Standards of professional behaviour 34

Management of business interests 36

Continuous service 36



Calculation of redundancy pay	37
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**Section 7 – Travel and Subsistence**

Travel expenses	38
Subsistence allowances	38
Car allowances	38
Additional travelling expenditure	39

**Section 8 – Payments in the event of death or permanent disablement arising from assault**

General	40
Scale of compensation	41

**Part three – Guidance** 42



## Part 3 – Guidance

Guidance 1	Management of Business Interests (2012)
Guidance 2	Police Staff Misconduct Procedures (2011)
Guidance 3	PSC 13-Factor Job Evaluation Scheme (Endorsed 2011) Including: <ul style="list-style-type: none"><li>• Police Staff Council 13-factor job evaluation scheme</li><li>• The Factor Plan</li><li>• Factor Weighting</li><li>• Factor Guidance Notes</li><li>• Implementing Job Evaluation: A good practice guide for the Police Staff Council</li></ul>
Guidance 4	Equal Pay Review Guidance (2011)
Guidance 5	Management of Health & Safety (2011)
Guidance 6	Use of Fingerprint & DNA Samples in PCSO Recruitment & Vetting Procedures (2008)
Guidance 7	Substance Misuse & Testing (2008)
Guidance 8	National Police Staff Workplace Learning & Development Agreement (2008)
Guidance 9	Standards of Professional Behaviour (2008)
Guidance 10	Membership of Unacceptable Organisations (2006)



## PART 1 – Principles and Constitution

### Principles

1. The Police Staff Council represents:

- Police & Crime Commissioners and Chief Constables (hereinafter referred to as ‘the employers’);
- the Home Secretary of England and Wales;
- the employees of Police & Crime Commissioners & Chief Constables.

The Council’s principal role is to negotiate a national scheme of pay and conditions of service for police staff. The Constitution of the Council follows.

2. Part 2 of the Handbook sets out the nationally agreed pay spine and terms and conditions of service for police staff, which can be varied by local collective agreement. All references in this handbook to staff refer to employees of Police & Crime Commissioners and Chief Constables.

3. A guiding principle for both sides of the Council is the creation of a working environment that allows staff to give of their best in their work for Police & Crime Commissioners, Chief Constables and the communities they serve. In this context both sides are committed to the following objectives:

3.1 high quality services delivered by a well-trained, motivated workforce with security of employment. To this end employers are encouraged to provide training and development opportunities for their employees;

3.2 health and safety in the workplace;

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

3.4 a flexible approach to providing services to the community, which meets the needs of employees as well as employers; and achievement of best value in the police service;

3.5 stable industrial relations and negotiation and consultation between the employers and recognised trade unions.

4. The Council endorses that facilities to allow trade unions to organise effectively for individual and collective representation should be provided by Police & Crime Commissioners or Chief Constables at local level. Local machinery should be established with recognised trade union representatives of staff to discuss the application of the provisions of this Handbook, consider other conditions of service issues and, where possible, resolve any differences through local collective machinery.



## Constitution

### 1. Title

The Police Staff Council (referred to as “the Council”).

### 2. Scope

The scope of the Council shall relate to staff who are employees of Police & Crime Commissioners and Chief Constables in England and Wales, who are subject to the direction and control of a Chief Constable or Police & Crime Commissioner.

### 3. Membership

3.1 The Council shall consist of fourteen members, seven known as the Employers’ Side and seven as the Trade Union Side.

3.2 The seven representatives of the Employers’ Side shall be appointed as follows:

<b>Association of Police &amp; Crime Commissioners (APCC)</b>	<b>4</b>
<b>National Police Chiefs’ Council (NPCC)</b>	<b>2</b>
<b>Home Office</b>	<b>1</b>

3.3 The seven representatives of the Trade Union side shall be appointed as follows:

<b>UNISON</b>	<b>5</b>
<b>GMB</b>	<b>1</b>
<b>UNITE</b>	<b>1</b>

3.4 If any of the appointing bodies fail to appoint the number of representatives provided for by the Constitution, this shall not invalidate the decisions of the Council.

3.5 The appointing organisations may appoint substitute members to attend meetings in the absence of their appointed representatives.

### 4. Purpose

The purpose of the Council is to:

4.1 Negotiate





National agreements on the pay and conditions of service of employees within scope of the Council.

4.2 Consider

4.2.1 advice to the Home Secretary on general questions affecting police staff in England and Wales (excluding the Metropolitan Police).

4.2.2 draft regulations which affect police staff that the Home Secretary proposes to make with respect to matters other than those covered by 4.1 above.

4.2.3 any matter affecting police staff which has been referred to it by the Home Secretary and any of the constituent organisations.

4.2.4 advice on and interpretations of national agreements.

4.3 Consult

On issues of mutual interest and to report on such matters to the constituent organisations.

4.4 Resolve Disputes

By assisting the employers and recognised trade union representatives of their employees in resolving differences where the local parties jointly request assistance. Initially the Joint Secretaries of the Council will discuss the matter with the local parties.

**5. Conduct of business**

5.1 At its annual meeting the Council shall appoint a Chair and Vice-Chair. When the Chair is a member of the Employers' Side the Vice Chair will be a member of the Trade Union Side. The Chair and Vice-Chair shall be held in alternate years by a member of the Employers' Side and a member of the Trade Union Side.

5.2 At its annual meeting the Council shall appoint two Joint Secretaries.

5.2.1 the Employers' Side Secretary will be an officer of the Local Government Association;

5.2.2. the Trade Union Side Secretary will be an officer of UNISON.

5.3 Ordinary meetings shall be held as often as necessary, notice of which shall be provided to members at least seven days in advance of the date of the meeting. The Joint Secretaries shall call a special meeting of the



Council if requested by four members or all of the representatives of one of the constituent organisations. A special meeting shall be held within fourteen days of receipt of the request to hold it and the notice summoning members to a special meeting shall state the purpose for which it has been called.

- 5.4 The quorum of the Council shall be eight members divided equally between the Employers' and Trade Union Sides provided that the constituent organisations of the Employers' Side (see paragraph 3.2 above) are represented at the meetings. In the absence of a quorum, business shall finish and the matter then under consideration shall be the first business to be discussed at the next meeting.
- 5.5 The Council can co-opt non-voting members for specific purposes and may set up sub-committees and working parties as it considers appropriate. Any such sub-committees or working parties shall report to the Council.
- 5.6 The administrative expenses of the Council shall be divided equally between the Employers' and Trade Union Sides.

## **6. Resolution of disputes**

The constituent organisations are committed to avoiding disruption to the police service. National disputes will be resolved whenever possible by negotiation, conciliation or arbitration. Either side of the Council may refer a failure to agree on a subject that is covered by paragraph 4.1 above to ACAS for settlement by arbitration.

## **7. Amendments to the Constitution**

The Constitution may be amended with the agreement of all the organisations referred to in paragraphs 3.2 and 3.3 above.



## **PART 2 – Pay and Conditions of Service**

### **Section 1 Working Time**

#### **1. Working hours**

- 1.1 The normal working hours of full-time employees 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 employers 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 9 and 10 shall apply.
- 1.4 In determining working arrangements employers 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 employer 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.
- 2.7 Repeating events where policing demand can be foreseen in advance, such as New Years' 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.



## Section 2 Pay

### 1. Pay spine

- 1.1 The national pay spine with effect from 1 September 2016 (PSC joint circular 88 refers) is set out below. The basic pay of each employee shall consist of either a single point or a scale of points selected from the national spine.

Pay Point	Pay Spine
4	15,486
5	15,876
6	16,314
7	16,755
8	17,154
9	17,544
10	17,943
11	18,327
12	18,720
13	19,125
14	19,521
15	20,205
16	20,874
17	21,618
18	21,999
19	22,674
20	23,349
21	24,030
22	24,813
23	25,656
24	26,535
25	27,519
26	28,428
27	29,307
28	30,180
29	31,053
30	31,938
31	32,778
32	33,597
33	34,440
34	35,451
35	36,570
36	37,563
37	38,538
38	39,522
39	40,518
40	41,502
41	42,492
42	43,473
43	44,454
44	45,435
45	46,422



Pay points above pay point 45 may be constructed by adding consecutive points above this sum which are equivalent to 2.2% extra above each preceding pay point.

- 1.2 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:
  - 1.2.1 pay movements elsewhere in the public sector
  - 1.2.2 pay movements elsewhere in the economy
  - 1.2.3 movements in the retail price index
  - 1.2.4 recruitment and retention factors
  - 1.2.5 police service funding
- 1.3 The pay and grading of jobs must be fair and non-discriminatory, complying with equal pay legislation and associated codes of practice. The Council recommends that employers adopt by local joint agreement an analytical job evaluation scheme to assist in fulfilling this requirement. The job evaluation scheme developed by the Council is set out in Part 3 of this Handbook.

## **2. Individual grading appeals**

An employee dissatisfied with the grading of his or her job shall be entitled to appeal for a reconsideration of that grading. Procedures to deal with such appeals should be agreed locally.

## **3. Progression for employees appointed on a scale of pay points**

- 3.1 Progression through a scale will normally be by one pay point each year subject to satisfactory performance.
- 3.2 Progression may be accelerated within the scale for excellent performance.
- 3.3 Progression through a scale may be delayed in cases of poor performance. Employees dissatisfied with a decision to delay progression shall have the right to raise the issue through the employer's grievance procedure.
- 3.4 Employees may be required to obtain a specified qualification or level of professional competence before progressing to the maximum of a scale.



## **4. Temporary higher responsibilities**

### **4.1 Acting duties**

4.1.1 An employee required to undertake the full duties and responsibilities of a higher graded post shall be paid at that higher grade 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 who then starts another 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).

4.1.2 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 honorarium, paid either as a temporary addition to salary or as a lump sum.

### **4.2 Temporary promotion**

An employee required to undertake the full duties and responsibilities of a higher graded post over an extended period of three 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.

## **5. Honoraria**

Employers also have the discretion to pay honoraria, 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. A policy will be established by local collective agreement.

## **6. Payments for working additional hours**

6.1 An employee paid at or below point 24 of the national salary spine who works in excess of an average of 37 hours per week shall be paid at the following rates for working additional hours:



Period	07:00 – 19:00	19:00 – 07:00
Monday – Friday	0	0.5
Saturday	0.5	0.5
Sunday	0.5	0.5
Public Holiday	1	1

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

- 6.2 For the purposes of paragraph 6.1, periods of work of fifteen minutes or more should be paid at the appropriate rate.
- 6.3 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.
- 6.4 Flexi-time will not normally count towards additional hours unless permitted under the rules of the force's flexi-time scheme.

## 7. Payments for working unsocial or irregular hours

- 7.1 Weekend work shall be paid at the rate of time and a half for all hours worked.
- 7.2 Night work shall be paid at the rate of time and a third for all hours worked between 2000 and 0600.
- 7.3 The following allowances shall be paid to employees working irregular hours (which are defined as hours before 0700 or after 1830):
  - 7.3.1 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
  - 7.3.2 An average of at least eight hours per week calculated over the working cycle (pro rata to hours worked) 10% of salary
- 7.4 The allowance for working irregular hours shall not apply to work which qualifies for allowances at 7.2 or 8.1 or where the employee works those hours voluntarily under a flexible working arrangement.





**8. Payments for working shifts**

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

8.1.1 A span of eleven hours or more between start time of the earliest shift and finish time of the latest shift

8.1.2 At least four hours between the starting time of the earliest and latest shifts

8.1.3 At least half of the shifts in the shift cycle include some unsocial hours

<i>Period covered by shifts</i>	<i>Proportion of basic pay</i>
11-14 hours	12.5%
Over 14 and less than 18 hours	14%
18 hours or more	20%

8.2 For the purposes of paragraph 8.1, unsocial hours shall be weekends, nights and irregular hours, as defined in 7 above.

**9. Payments for short-notice changes to start times**

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.

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

10.1 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.

10.2 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.



10.3 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.

10.4 Time off in lieu accrued under 10.1 or 10.2 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.

## **11. 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 6 to 8 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.

## **12. 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.

## **13. Payments for standby duty and call-outs**

13.1 For the purposes of this paragraph a period of standby duty is defined as either of the following:

13.1.1 Any period from the end of normal office working hours to the beginning of normal office working hours the next day

13.1.2 A twelve-hour period at weekends or on a public holiday

13.2 The payment for each such period of standby duty with effect from 1 September 2016 is £29.17. This 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 an employee's normal contracted working hours.

13.3 An employee who is called out shall be paid at the rates set out in paragraph 6.1 for all time necessarily spent working. The normal restriction on overtime payments for staff above pay point 24 shall not apply.

## **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 6 shall apply only where the total hours worked are in excess of the average working week of a full time employee (see 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 10 shall apply to a re-rostered rest day or free day.

**15. First aider allowance**

Forces shall pay an allowance to qualified designated workplace first aiders.

**16. Payment to interpreters / translators**

Employers should ensure that employees who are asked to translate during the course of their duties are members of the NRPSI - National Register of Public Service Interpreters.

**17. Payments for overnight absences**

- 17.1 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.
- 17.2 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.
- 17.3 This allowance shall only be paid if agreed in advance of the overnight absence.

**18. Holiday pay**

- 18.1 Police Staff Council Handbook 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.



- 18.2 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 of 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.
- 18.3 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.
- 18.4 The calculation for payment is  $20/365$  of total of payments identified in the list above paid during a 12 month reference period, which is the rolling 12 month prior to commencement of the allowance.
- 18.5 Forces have 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.



## **Section 3 Leave**

### **1. Annual leave**

- 1.1 The minimum paid annual leave entitlement on appointment shall be 23 days. For employees who have five years or more continuous service (in accordance with the provisions of Section 6, paragraph 7), the minimum paid leave entitlement shall be 28 days. The annual leave entitlement for part time employees will be pro-rata to hours worked. 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 whole days, rounded to the nearest whole day where necessary.
- 1.2 Employees starting or leaving employment during the year shall be entitled to leave proportionate to the number of completed days of service during the year. Leave should be taken at times agreed between managers and employees.
- 1.3 Any arrangements for the carrying forward of annual leave from one leave year to the next shall be determined by local agreement with the recognised trade unions.
- 1.4 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.
- 1.5 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.
- 1.6 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. 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 12.

### **3. 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.

#### **4. Adoption leave and pay**

4.1 All employees are entitled to 52 weeks adoption leave. Payments for employees who have completed one year's continuous service, ending with the week in which the employee is notified of having been matched with a child, shall be as follows:

- 18 weeks at full pay;
- Employees can elect, with the agreement of the employer, to extend their final five week's adoption pay to 10 weeks at half pay;
- 21 weeks at statutory adoption rate;
- 13 weeks unpaid.

4.2 The pay to which an employee is entitled to under paragraph 4.1 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 4.1 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.

4.3 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.

4.4 Payments made by the employer during adoption leave under 4.1 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.

#### **5. Surrogacy**

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.



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.

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 5 April 2015.

## **6. Parental leave**

- 6.1 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.
- 6.2 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.
- 6.3 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.

## **7. Shared parental leave**

- 7.1 Entitlements to shared parental leave with effect from 5 April 2015 are outlined at the following Department for Work & Pensions link: [DWP Guidance on Shared Parental Leave \(April 2015\)](#) and at the following ACAS link: [ACAS Guide on Shared Parental Leave \(April 2015\)](#).
- 7.2 Employers and recognised Trade Unions are recommended to agree policies for shared parental leave.

## **8. 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.



**9. Time off for medical screening**

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

**10. Public service leave**

Employers should consider granting leave in appropriate cases, with or without pay, to enable employees to undertake public duties.

**11. Special and other leave**

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





## 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 7 for a definition of continuous service.***

- 1.3 Employers have discretion to extend the application of the above scale in exceptional cases and should review the position of employees at an early opportunity and before their entitlements to paid sick leave expires.
- 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 employer 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 with 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 employer 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 employer.
- 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.



## 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 her employer 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 employer 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.

(c) Employers and recognised Trade Unions are recommended to agree policies for KIT days.

## **5. Maternity pay**

5.1 Employees who have at least 26 weeks service by the end of the 15<sup>th</sup> week before the expected date of birth are entitled to Statutory Maternity Pay (SMP) for 39 weeks.

5.2 Payments for employees who have completed one year's continuous service at the 11<sup>th</sup> 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 employer, to extend their final five week's 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 employee's entitlement to SMP (currently 39 weeks in total), where eligible.

5.3 Payments made by the employer during maternity leave under 5.2.1 and 5.2.2 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, 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 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 employer 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 appropriate 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.

### **7.2 All employees**

- 7.2.1 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.
- 7.2.2 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.

## **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 Police Staff Council'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 Section 3. 1 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.





## Section 6 - Appointments and Allied Arrangements

### 1. Probation upon appointment

The appointment of new employees 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 should be established to enable this to be done with regular reports throughout the period. By the end of the probationary period, employment should be either 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 an employer 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

2.3 The minimum period of notice to terminate employment given by an employee shall be the ordinary period from one pay period to the next.

### 3. 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, race, religion, disability, sexual orientation, gender reassignment, pregnancy and maternity or age. In operating their recruitment and other personnel policies, employers should develop and practise positively the concept of equality of opportunity for all.

### 4. Membership of unacceptable organisations

The PSC recommend that employers adopt the following ACPO policy for all



members of police staff (PSC Joint Circular No. 39, 9 February 2006)

“The police service is committed to full compliance with the duty to promote race equality as per the Equality Act 2010”.

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.”

## **5. Standards of professional behaviour**

5.1 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.

5.2 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 staff and to those subject to suspension.

### **5.3 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.

- 5.4 The standards are set out in full in Part 3, Guidance 9. These do not restrict police staffs' 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.
- 5.5 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.



## 6. Management of business interests

### **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 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/>

## 7. Continuous service

7.1 An employee's period of continuous service will be from the date of commencement of employment with the employer.

7.2 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 & Organised 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

7.3 Where an employee returns to the Police Service following a break for maternity reasons, or reasons concerned with caring for children or other dependants, continuity of service in respect of entitlements set out in 7.2



will be protected, provided that the break in service does not exceed eight years and that no permanent paid full time 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.

7.4 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 7.2 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.

**8. Calculation of redundancy pay**

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



## Section 7 - Travel and subsistence

### 1. Travel expenses

Receipted expenses for authorised travel necessarily and reasonably incurred by employees in the course of duty shall be reimbursed by the employer-

### 2. Subsistence allowances

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

- 2.1 necessary;
- 2.2 reasonable;
- 2.3 additional to what the employee would otherwise have incurred;

***and***

- 2.4 backed by a receipt

### 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:

<b>Engine</b>	<b>451-999c</b>	<b>1000-1199cc</b>	<b>1200-1450cc</b>
Lump Sum (Payable by instalments)	£846 pa	£963 pa	£1,239 pa
Mileage Rates			
Up to 8,500 miles	36.9p	40.9p	45p
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 cars for work should ensure they have appropriate insurance cover.

#### **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 employer 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 should be paid for a period to be determined locally and be based on either:
  - 4.1.1 a standard train and/or bus fare or,
  - 4.1.2 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 period may be extended if the employer decides that there are exceptional circumstances warranting payments for a longer period. Similarly, where the employer 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.



## **Section 8 - Payments in the event of death or permanent 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 twelve months from the date of the assault and, in the opinion of the employer, 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 employer, 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 the 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 a leg by at least three centimetres	15%	
	<b>Loss by amputation or complete loss of:</b>	<b>Right</b>	<b>Left (to be reversed if left-handed)</b>
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%



## PART 3 – Guidance

### Part 3 – Guidance

- |             |   |
|-------------|---|
| Guidance 1  | Management of Business Interests (2012)   |
| Guidance 2  | Police Staff Misconduct Procedures (2011)   |
| Guidance 3  | PSC 13-Factor Job Evaluation Scheme (Endorsed 2011)<br>Including: <ul style="list-style-type: none"><li>• Police Staff Council 13-factor job evaluation scheme</li><li>• The Factor Plan</li><li>• Factor weighting</li><li>• Factor Guidance Notes</li><li>• Implementing Job Evaluation: A good practice guide for the Police Staff Council</li></ul> |
| Guidance 4  | Equal Pay Review Guidance (2011)  |
| Guidance 5  | Management of Health & Safety (2011)  |
| Guidance 6  | Use of Fingerprint & DNA Samples in PCSO Recruitment & Vetting Procedures (2008)  |
| Guidance 7  | Substance Misuse & Testing (2008)   |
| Guidance 8  | National Police Staff Workplace Learning & Development Agreement (2008)   |
| Guidance 9  | Standards of Professional Behaviour (2008)  |
| Guidance 10 | Membership of Unacceptable Organisations (2006)   |