

# Police Staff Council

## Pay and conditions of service handbook



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# Principles

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1. The Police Staff Council represents police authorities, chief constables and the Home Secretary of England and Wales and the employees of police authorities. 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 authorities.
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 forces 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 police authorities 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 the achievement of best value in the police service;
  - 3.5 stable industrial relations and negotiation and consultation between police authorities as employers and recognised trade unions.



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# Principles

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4. The Council endorses that facilities to allow trade unions to organise effectively for individual and collective representation should be provided by police authorities 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.

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# Constitution

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## 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 authorities in England and Wales, who are subject to the direction and control of a chief constable.

## 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:

Association of Police Authorities	4
Association of Chief Police Officers of England and Wales	2
Home Office	1

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

UNISON	5
GMB	1
TGWU	1

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# Constitution

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- 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 Secretary of State 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 Secretary of State 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 Secretary of State 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.



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# Constitution

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## 4.4 Resolve disputes

by assisting police authorities, chief constables 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 Employers

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.



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# Constitution

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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 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 avoid 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.



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# Contact Details

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## **Employers' Side Secretary**

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# Section 1

## Pay

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### **1. Pay spine**

- 1.1 The national pay spine is set out in the card contained inside the back cover of this Handbook. The basic pay of each employee shall consist of either a single point or a scale of points selected from the national spine.
  
- 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 police authorities 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.

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# Section 1

## Pay

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### **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 force'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 for a continuous period of at least fifteen calendar days shall be paid at that higher grade with retrospective effect from the first day of undertaking such duties. The higher salary shall not be payable during periods of leave or sickness of the employee who is acting up.
  - 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.

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# Section 1

## Pay

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### 4.2 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.

## 5. Honoraria

Forces 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 the additional hours:

6.1.1 Mondays to Saturdays            time and a half

6.1.2 Sundays and public holidays    double time

6.2 For the purposes of paragraph 6.1, periods of work of thirty minutes or more should be aggregated and complete periods of half an hour paid at the appropriate rate.

6.3 Alternatively, an employee who works a regular pattern of hours in excess of an average of 37 per week may be paid a locally agreed salary supplement.

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# Section 1

## Pay

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### **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 7.5% of salary
  - 7.3.2 an average of at least eight hours per week calculated over the working cycle 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

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# Section 1

## Pay

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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. Payment for short-notice changes to rostered shifts**

Where a shift change that alters the original starting time of a shift by three hours or more is notified to the employee less than 5 days in advance of the planned starting time, the employee shall be paid an additional day's pay at basic salary rate.

### **10. Payment for short notice requirements for shift workers to work on a day not originally rostered as a working day**

10.1 An employee required, at less than five days' notice, to work on a day not originally rostered as a working day shall be paid at the appropriate overtime rate and receive a day off in lieu.

10.2 An employee required, at less than fifteen days' but more than five days notice, to work on a day not originally rostered as a working day may elect to be paid at the appropriate overtime rate or receive a day off in lieu.

10.3 Where an employee's working day is changed to a weekend then the employee is entitled to take any consequential day off in lieu at a weekend where this is possible.



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# Section 1

## Pay

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10.4 Re-rostered rest days should usually be taken within a two week period. Where a re-rostered day has not been taken within three months from the date it was originally rostered a claim for payment can be made.

### **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 required to work on a public holiday as part of his or her rostered working week shall, in addition to the normal pay for the day, be entitled to payment at single time plus time off in lieu at single time.

### **13. Payment 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 is set out in the card contained inside the back cover of this Handbook. This payment covers the requirement to be available to deal with work issues either away from or at the work place and the completion of all necessary paperwork arising from the standby period.

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# Section 1

## Pay

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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, a rest day or public holiday is referred to as a free day.

14.2 Overtime allowances set out in paragraph 6 shall only apply where the total hours worked are in excess of the average working week of a full time employee. Additional hours worked below this figure will be paid at plain time rate only.

14.3 Allowances set out in paragraphs 7 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 and recognised work place first aiders or employees required to hold a first aid qualification.

### **16. Payment for interpreters/translators**

Forces should ensure that employees who are asked to translate during the course of their duties are members of the National Register of Interpreters/Translators and paid the appropriate rate set out by the Register.

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# Section 2

## Working Time

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### 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 forces 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 rostered 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 rostered shifts or working days are unavoidable, the provisions of Section 1 paragraphs 9 and 10 shall apply.
  
- 1.4 In determining working arrangements forces should have regard to the Working Time Regulations 1998. Advice on the application of these Regulations is contained in Part 3 of this handbook.

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## Section 2 Working Time

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### **2. Shift working and planning rosters**

- 2.1 Shift rosters covering at least three months should be drawn up and published locally 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 rosters 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.
- 2.2 Changes to agreed shift patterns should be subject to full consultation with the trade unions.
- 2.3 Forces should publish a standby roster for employees regularly required to perform such duty outside their normal working hours.
- 2.4 Where, owing to the exigencies of duty, the force has to change the planned starting time of a shift, this should be notified to employee as soon in advance of the intended change as possible. In all cases, changes should be achieved through the use of volunteers in the first instance with due regard to work-life balance considerations.

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# Section 3

## Leave

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### 1. Annual leave

- 1.1 The minimum paid annual leave entitlement shall be 22 days. For employees who have not less than five years' continuous service, in accordance with the provisions of section 6, paragraph 4, the minimum paid leave entitlement shall be 27 days. The additional annual leave should be granted pro-rata to service in the leave year in which the fifth anniversary of appointment falls. 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 months 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 (including unpaid additional maternity leave up to a maximum of 26 weeks' duration) should be regarded as service for the purpose of calculating an employee's entitlement to annual leave after five years' continuous service. Maternity leave (including unpaid additional maternity leave up to a maximum of 26 weeks' duration) should not affect the length of an employee's annual leave entitlement in the leave year(s) in which maternity leave falls.
- 1.5 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.

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## Section 3

# Leave

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### **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 1, 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**

Employees who have served continuously for a period of not less than 26 weeks ending with the week the member is notified of having been matched with a child are entitled to 52 weeks adoption leave. This will be made up of 26 weeks at statutory adoption pay rate and an additional period of 26 weeks unpaid adoption leave. Leave taken as adoption leave will be reckonable for incremental pay, leave purposes and count as continuous service.

### **5. Parental leave**

5.1 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 13 weeks' leave in respect of each child up to the age of five (except as otherwise provided under the Maternity and Parental Leave Regulations 1999), and in addition any other nominated carer where the chief constable is satisfied that the person is taking parental responsibility. This entitlement applies in respect of children born or adopted on or after 15 December 1994.

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## Section 3 Leave

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5.2 The arrangements for taking parental leave and the timing of that leave shall be agreed between the employee and the chief constable but shall be no less favourable to the employee than as provided under the Maternity and Parental Leave Regulations 1999.

5.3 Leave taken as parental leave will be reckonable for incremental pay, 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.

### **6. Time off for dependants**

The time off for dependants' provisions in the Employment Relations Act 1999 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.

### **7. Time off for medical screening**

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

### **8. Public service leave**

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

### **9. Special and other leave**

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

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# Section 4 Sickness

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## 1. General

1.1 The scheme is intended to supplement Statutory Sick Pay or any short term or long term incapacity benefit under the Social Security (Incapacity For Work) Act 1994(a) including 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:

<i>Length of Continuous Service*</i>	<i>Amount of Sick Pay</i>
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' service	Five months' full pay and five of service months' half pay
1.2.5 After 5 years' service	Six months' full pay and six months' half pay

\* See Section 6 paragraph 4 for a definition of continuous service.

1.3 Forces 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 entitlement to paid sick leave expires.



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## Section 4 Sickness

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- 1.4 'Full pay' in Paragraph 1.2 above shall be an amount which when added to Statutory Sick Pay or any short or long term incapacity benefit receivable will secure the equivalent of normal pay.
- 1.5 'Half pay' in Paragraph 1.2 above shall be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay or any short or long term incapacity benefit receivable, 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, without default 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.

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## Section 4 Sickness

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- 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 force 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 of Social Security 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 sick 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.

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## Section 4 Sickness

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### **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.

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# Section 5

## Maternity

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### **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 employing authority 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 employing authority.

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.

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# Section 5

## Maternity

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### **4. Maternity Leave Entitlement**

- 4.1 All employees are entitled to ordinary maternity leave of 26 weeks duration.
- 4.2 At the discretion of the authority the employee may be allowed leave with or without pay in excess of the 26-week period.
- 4.3 Employees who have 26 weeks' continuous service at the end of the 15th week before the expected week of childbirth are entitled to a further 26 weeks of unpaid additional maternity leave, a total of 52 weeks' maternity leave.
- 4.4 Maternity leave shall commence no earlier than 11 weeks before the EWC or from the time of childbirth if that is earlier.
- 4.5 Within 28 days of receipt of the initial notification the employing authority will write to the employee stating the expected date of return from maternity leave.

### **5. Maternity Pay**

- 5.1 Payments for employees who have less than 1 year's continuous service at the beginning of the 11th week before the EWC shall be the employee's entitlement to Statutory Maternity Pay (SMP).
- 5.2 Payments for employees who have completed 1 year's continuous service at the 11th week before the EWC shall be as follows:

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## Section 5 Maternity

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- 5.2.1 For the first 6 weeks of absence an employee shall be entitled to nine-tenths of a week's pay offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP.
  - 5.2.2 An employee who declares in writing that she intends to return to work will for the subsequent 12 weeks receive half a week's pay in addition to SMP except where the combined pay and SMP (or MA and any dependant's allowances if the employee is not eligible for SMP) exceeds full pay.
  - 5.2.3 Alternatively the equivalent amount (i.e. 6 weeks' pay) may be paid on any other mutually agreed distribution.
  - 5.2.4 For employees not intending to return to work payments during the subsequent 20 weeks shall be the employee's entitlement to SMP.
- 5.3 Payments made by the police authority during maternity leave under 5.2.2 above shall be made on the understanding that the employee will return to authority employment for a period of at least three months, which may be varied by the authority on good cause being shown and, in the event of her not doing so, she shall refund the monies paid, or such part thereof, if any, as the authority may decide. Payments made to the employee by way of SMP are not refundable.

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## Section 5 Maternity

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### **6. Right to return to work**

- 6.1 Subject to 6.2, 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 authority 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.

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## Section 5 Maternity

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### **7. Exercise of the right to return to work**

#### 7.1 Return before the end of the maternity period

##### 7.1.1 Employees who qualify for ordinary maternity leave

An employee who qualifies for leave under paragraph 4.1 shall notify the authority, in writing if requested, at least 7 days before of the day on which she proposes to return if this is before the end of the 26 weeks maternity leave. Where the notice given is less than 7 days the employer may postpone the return to ensure 7 days notice, but not beyond the end of the maternity leave period.

##### 7.1.2 Employees who qualify for additional maternity leave

An employee who qualifies for leave under paragraph 4.3 shall notify the authority, 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 additional 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.



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## Section 5 Maternity

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### **8. Relationship with sickness 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 sickness leave.
  
- 8.2 Ordinary maternity leave and additional maternity leave shall be regarded as continuous service for the purposes of the Police Staff Council's sickness and maternity schemes and annual leave. Annual leave continues to accrue during both ordinary and additional maternity leave.

### **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 authority 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.

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## Section 6

# Appointments and allied arrangements

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### 1. Probation upon appointment

The appointment of new employees to the police service 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 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 an employer are governed by the Employment Rights Act 1996:

<i>Continuous Service</i>	<i>Period of notice</i>
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.

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## Section 6

# Appointments and allied arrangements

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### 3. Equal opportunities and diversity

All employees should be afforded equality of opportunity in the employment context, irrespective of sex, marital status, race, religion, disability, sexual orientation or age (subject to normal retirement age). In operating their recruitment and other personnel policies, forces should develop and practise positively the concept of equality of opportunity for all. A Police Staff Council statement on wider equal opportunities and diversity considerations is set out in Part 3 of this handbook.

### 4. Continuous service

- 4.1 An employee's period of continuous service will be from the date of commencement of employment with a force.
- 4.2 For the purposes of entitlements 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 authority, Scottish Joint Board or NCS, NCIS, SOCA, CENTREX (or predecessor), PSNI (or predecessor), and non Home Office forces, also the Metropolitan Police.
- 4.3 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 4.2 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.
- 4.4 Where an employee is transferred to an organisation not covered by paragraph 4.2, continuity of service is protected under the TUPE Regulations where there is a TUPE transfer. Where an employee returns voluntarily to the police service after such a transfer, without a break between employments, continuity of service in respect of the entitlements set out at 4.2 will be protected. This is subject to the return to service being within five years of the original transfer.



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## Section 6

# Appointments and allied arrangements

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Note: This agreement applies to all employees who have returned to the police service since 1 April 2010 and the calculation of the resulting benefits, such as additional leave, will only take effect as and from this date.

### **5. Calculation of redundancy pay**

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

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# Section 7

## Travel and subsistence

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### 1. Travel expenses

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

### 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 employee required and authorised to use his or her car on business shall be paid the allowances set out in the card inside the back cover of this Handbook according to engine size of vehicle.

3.2 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.

3.3 A casual user is an employee for whom it is merely desirable that a car should be available when required.

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## Section 7

# Travel and subsistence

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- 3.4 The payment of the lump sum to an essential user may be suspended where the car is 'off the road' for repairs for a prolonged period or the employee is absent through illness for a prolonged period.
- 3.5 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 police 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 should be paid for a period to be determined locally and be based on either:
  - 4.1.1 standard train and/or bus fares or,
  - 4.1.2 locally determined mileage allowance in respect of the additional mileage actually involved in the change of employment if the employee is an authorised car user or where public transport is not available, whichever is actually incurred.
- 4.2 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 agreed protected period of the original move, the allowance may be reviewed and, where appropriate, adjusted in the 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.



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## Section 7

# Travel and subsistence

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- 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.

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# Section 8

## Payments in the event of death or permanent disablement arising from assault

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### 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 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 £35,000, whichever is the greater. Where the employee has left no dependants, the sum of £950 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 £35,000, 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.



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## Section 8

### Payments in the event of death or permanent disablement arising from assault

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#### 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% |

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## Section 8

### Payments in the event of death or permanent disablement arising from assault

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Loss by amputation or complete loss of:	Right	Left (to be reversed if left-handed)
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%