

Terms and Conditions

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Terms and Conditions

Introduction and aims

Introduction

This Conditions of Service document comprises the nationally negotiated framework of pay and Conditions of Service for all police staff in the West Yorkshire Police, as amended and added to by joint negotiation at local level between management of the organisation and its recognised Trade Unions.

The official side of the Police Staff Council comprises representatives of the National Police Chiefs Council (NPCC), the Association of Police and Crime Commissioners and the Home Office. The staff side comprises representatives of recognised Trade Unions.

The constituent organisations of the Police Staff Council are committed to negotiate nationally a framework of recommended pay and conditions for police staff employed by Police and Crime Commissioners and Chief Constables in England and Wales.

Further details of the National Police Staff Council are provided in the attached toolkit.

The West Yorkshire Police, police staff Information and Consultation group comprises management representatives determined by Chief Officer Team and representatives of the recognised Trade Unions.

The 'group' are committed to consult and negotiate a Conditions of Service document appropriate to West Yorkshire Police staff within the framework of the recommended Police Staff Council Handbook.

Purpose

To ensure all staff and managers in the Force:

- Are aware of the negotiated Conditions of Service for police staff and their applications and interpretation; and
- Recognise the negotiated Conditions of Service.

Status

The contents of this document have been approved and ratified through the Force's formal negotiated machinery (Joint Negotiating and Consultative Committee) and have the approval of the Chief Constable as Conditions of Service for West Yorkshire Police, police staff.

The contents are mandatory. Managers in the Force have no authority to vary these Conditions of Service.

Note: To avoid duplication between Terms and Conditions and policy procedure some previous sections of the Terms and Conditions document have been removed.

The changes are for clarity and do not extend or diminish the terms and conditions of employment.

The removed provisions continue to be part of Police Staff Terms and Conditions.

A list of the policy provisions that continue to form part of Police Staff Terms and Conditions is provided as a toolkit.

**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 practice positively the concept of equality of opportunity for all.

Section 1 – Pay provisions

1.1 Pay spine

1.1 Introduction	The national pay spine is set out on the Finance and Commercial Services Department intranet site. The basic pay of each employee shall consist of either a single point or a scale of points selected from the national spine.
1.1.2 Annual adjustments	<p>Adjustments 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:</p> <ul style="list-style-type: none"> • Pay movements elsewhere in the public sector; • Pay movements elsewhere in the economy; • Movements in the retail price index; • Recruitment and retention factors; and • Police service funding.
1.1.3 Pay and grading	The pay and grading of jobs must be fair and non-discriminatory, complying with equal pay legislation and associated codes of practice.
1.1.4 Individual grading appeals	<p>An employee dissatisfied with the grading of his or her job shall be entitled to appeal for a reconsideration of that grading.</p> <p>Procedures to deal with such job evaluation appeals are evaluated using the job design and evaluation scheme. The scheme allows for jobs to be evaluated, relative to other jobs within the Force.</p> <p>Further details are provided in the Job Design and Evaluation policy.</p>
1.1.5 Starting Salary	A staff member's salary will commence at the bottom spine point for their grade, unless otherwise stated in these Terms and Conditions. However, the line/recruiting manager has discretion to commence the staff member at any point within the grade above the scale, if they consider that this is appropriate. For the new staff member to commence above the scale minimum, it is expected that the line/recruiting manager must be fully satisfied that the starter is, at least, immediately able to demonstrate all the essential and desirable criteria at expertise in role level 1 and they can be fully competent by the end of the probation period. It is expected that to start at the 3 rd or 4 th spine point on a pay scale that the new employee is able to demonstrate at least some of the expertise in role requirements at level 2 or level 3 on appointment.

When giving a higher starting salary, line/recruiting managers must be very mindful of the need for fairness and of the possible impact on other staff members who may not have received a higher starting salary.

The Higher Starting Salary form should be used.

1.2 Temporary higher responsibilities

1.2.1 Acting up

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. There is no entitlement to receive an acting up payment until the employee meets the 10-day criteria. Acting up payments can only be made where a staff member undertakes a higher graded role for a full day. An employee whose acting up period ceases before the threshold and 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)

The payment will be for the full period of undertaking the duties and responsibilities and will be subject to the incremental progression appropriate to the higher paid post.

In order for acting up to be paid, a Temporary Duty / Honoraria Claim Form (Fin 69) form should be completed by the staff member's line manager which should provide details of the acting up undertaken. The form should be sent for consideration and approval to the District Commander or Head of Department or to another appointed Senior Leadership Team member, if delegated. The completed form must then be sent to the relevant People Services mailbox for checking and recording prior to submission to Pay Section for payment.

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. A business case should be submitted for local approval of the honorarium. See section 1.7.2

1.2.2 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.

After three months acting up an individual must go onto temporary promotion. If it is initially known that the acting up period will last three months the individual should be temporarily promoted immediately.

At the end of the acting up or temporary promotion period, the post holder will revert back to the original grade on the spinal column point, that would have been reached had the acting up / temporary promotion arrangements not taken place.

1.3 Progression through a pay scale

1.3.1 Introduction

Progression through the scale will normally be by one pay point each year subject to satisfactory performance.

Employees may be required to obtain a specified qualification or level of professional competence before progressing to the maximum of a scale.

Where staff are appointed to a scale of pay points increments shall be paid on 1 April each year until the maximum of the grade has been achieved subject to:

(i)	Where a member of staff reaches 18 years of age an additional increment shall be paid which will not interrupt payment of increment on 1 April.
(ii)	Staff with less than six months service in the role by 1 April shall be granted their first increment six months after their appointment or promotion.
(iii)	Where the salary on the 1 April following appointment, promotion or regrading would be less than one pay point in excess of the salary they would have received on that day in their old grade with the West Yorkshire Police Force, the member of staff will be paid their first increment on 1 April.

If a staff member is temporarily or permanently promoted, for example because they successfully apply for a higher graded role, their salary must increase by at least 1 spinal column point.

Where an existing staff member obtains a new role at the same grade as that of their present role they will remain at the same spinal column point. This includes staff on temporary contracts who obtain permanent posts.

There will not be a requirement to start at the bottom of the pay scale. (This paragraph does not apply to cases covered by the Discipline Process – Police staff, where separate provisions apply).

Where an existing staff member obtains a new role at a grade below that of their present role they will be placed at the top pay point of the lower graded post on appointment. (This paragraph does not apply to cases covered by the Discipline Process – Police staff, where separate provisions apply).

Pay protection arrangements, when applicable, are detailed in the Organisational Change Policy.

If a person obtains a higher graded post, any previous temporary promotion into the same grade will be considered when determining the person's starting spine point in their new role. If the person received increment(s) whilst temporarily promoted, the spinal column point reached will be retained if they are substantively promoted.

Where an existing staff member, who joined West Yorkshire Police under TUPE, obtains a role undertaking the same work under West Yorkshire Police terms they will move to the pay point within the relevant West Yorkshire Police scale that is closest to their current salary. However, the pay rate must be the same or higher compared to their present salary.

If a staff member's grade is increased under the Job Design and Evaluation policy or within a career progression scheme, they must receive a pay increase from the date of the grade change. The usual incremental progression arrangements are not interrupted by this increase (Section 1.3.1) and the staff member must receive an increase of at least 1 spinal column point.

**1.3.2
Accelerated**

Progression may be accelerated within the scale for excellent performance.

Staff will be allowed accelerated progression of increments where excellent performance is identified through the PDR process or through a career grading scheme where such progression is linked to qualifications and/or a competency measurement jointly agreed with Trade Unions as part of a career grade.

A staff member can request to receive accelerated incremental progression after a minimum of 6 months in role if they consider that they can evidence the expertise in role requirements at level 2 or 3 and if they believe that they have demonstrated excellent performance. If agreement is given to award accelerated incremental progression this may be backdated for up to 6 months from the date of the request.

Any request to receive accelerated incremental progression should be submitted to their second line manager for decision, via their line manager for comments. The Request to Receive Accelerated Increments form should be used.

A staff member can submit an appeal if:

- A request for accelerated incremental progression is declined; or
- The approved incremental progression is not as at the level requested; or
- A request for backdating is not approved; or
- The approved level of backdated award is not for the requested period.

The appeal will be determined by a member of the SLT who has not previously been involved in the case.

The Request to Receive Accelerated Increments Appeal form should be used.

The staff member must make clear their reasons for appealing on the form.

The appeal should be submitted initially to the relevant Employee Relations Advisor. They will state whether they recommend approval or not of the appeal. In order to determine the appeal the appointed SLT member may speak with the staff member, their line manager, Employee Relations and/or the manager making the initial decision.

The appointed SLT member can confirm or revise the previous decision and there is no further level of appeal for their decision.

1.3.3 Delayed

Progression through a scale may be delayed in cases of poor performance, where an individual is undergoing formal action under the Force Capability procedure.

Employees dissatisfied with a decision to delay progression shall have the right to raise the issue through the capability procedure.

1.3.4 Progression on scale 1/2

Employees will no longer be required to meet the minimum qualification requirements or pass the progression test to be able to progress to Scale 2. All employees will progress through Scale 1/2 on the basis of satisfactory performance.

1.4 Shift working, additional hours, standby and call out allowances for police staff

1.4.1 Additional hours

An employee paid at or below point 28 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
Bank Holiday	1	1

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

For hours worked in excess of an average of 37 per week at management request, (Overtime policy) periods of work of fifteen minutes or more should be paid at the appropriate rate.

TOIL may be claimed instead of pay when working additional hours. See section 2.12.1

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.

Additional hours worked in a lower graded role will be paid at the rate for the lower graded post.

Flexi-time will not normally count towards additional hours unless permitted under the rules of the Force's flexi-time scheme. (Flexible Working policy).

1.4.2 Working hours

a)	<p>The normal working hours of full time employees shall be an average of 37 per week.</p> <p>The standard working day is 7 hours and 24 minutes exclusive of meal breaks.</p> <p>A meal break must be taken if a shift or period of work is 6 hours or longer.</p> <p>The pattern of working hours of employees should be determined locally in consultation with recognised Trade Unions.</p>
b)	<p>In determining working arrangements districts and departments should take into account the needs of individual employees and groups of employees. Working arrangements should avoid:</p> <ul style="list-style-type: none"> • Split shifts as part of a regular shift pattern; • Short notice changes to planned or expected patterns of work;

	<ul style="list-style-type: none"> • Excessive hours in any one week; and • Unnecessarily long periods over which the weekly hours are arranged. <p>Where short notice changes to working days are unavoidable, the provisions of 1.4.10 or 1.4.11 shall apply.</p> <p>Further details are provided in the Shift Working and Working Time for Police Staff policy.</p>
c)	In determining working arrangements the force will have regard to the Working Time Regulations 1998.

1.4.3 Shift working and planning rosters

a)	<p>Police staff shall know twelve months in advance when their rest days will be.</p> <p>Police staff shift rest day patterns are set once the pattern has been introduced. Each month an extension of the pattern will be published on the duties management system.</p> <p>Published patterns will show the indicative start and finish times of shifts on working days but the start and finish times are not fixed until 3 calendar months before the affected working day and can be revised by management prior to this date, without consultation.</p> <p>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 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 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.</p> <p>Police staff rest day patterns can be changed in five circumstances. These are listed below:</p> <ol style="list-style-type: none"> 1) The affected staff member agrees to a temporary change to their rest day pattern requested by the employer. In this case provision of 1.4.11 will apply. 2) A collective agreement is reached with recognised trade union representatives to make a temporary change to the rest day patterns of a group of staff members that is requested by the employer. In this case provisions of 1.4.11 will apply. A staff member can still elect to personally decline the temporary change in these circumstances.
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	<p>3) A temporary change to the shift pattern arises from an exigency of duty. This will be in accordance with the provisions of sections 1.4.3 (c, d and e) below.</p> <p>4) A permanent change is made to the shift pattern. This will be in accordance with the provisions of section 1.4.3 (b) below.</p> <p>5) A temporary change or permanent shift pattern change is requested by the staff member and revised arrangements are mutually agreed with the employer. In these circumstances a temporary shift pattern change could be agreed by local line management. A permanent shift pattern change would be made in accordance with specified processes, such as those covering police staff flexible working.</p>
b)	<p>Permanent Shift Pattern Changes</p> <p>Changes to agreed working patterns should be subject to full consultation with the Trade Unions.</p> <p>Permanent shift pattern changes can be made after staff members have been informed of their rest days and their start and finish times. However, any permanent working pattern can only be made in accordance with the Shift Working and Working Time policy.</p> <p>Unless otherwise mutually agreed, staff members will receive at least 45 calendar days' notice of a permanent change to their shift pattern (rest days or shift start and finish times). However, when possible 3 calendar months' notice of the new pattern will be given.</p> <p>When 3 calendar months' notice is not given consideration must be made to individuals who have significant problems with child care etc. with a view to them being transferred to the new pattern at a later date, if necessary.</p>
c)	<p>Where alterations are made to published working patterns, with three months' notice or less, these changes must arise from the 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.</p> <p>If, due to an exigency of duty, a staff member is required to work on a day not previously scheduled as a working day no additional compensation will be given and the day not originally scheduled as a working day will be reallocated within the 3 month working pattern.</p> <p>If a staff member requests a temporary change to their working days or an alteration of their duty start time which is agreed by line management, no additional compensation will be due. If a request</p>

	to change a working day is approved the day will be re-allocated within the 3 month working pattern.
d)	<p>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.</p> <p>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.</p> <p>Court attendance and mandatory training which could not have been foreseen are regarded as exigencies of duty.</p> <p>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.</p> <p>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.</p>
e)	<p>If an 'exigency of duty' requires a working pattern change, this alteration has to be authorised by a:</p> <ul style="list-style-type: none"> • Police officer of superintendent or above; or • Police staff member of PO grade or above. <p>All exigencies of duty will be notified to the Force representatives of recognised trade unions within 14 calendar days of the exigency being authorised for their information.</p> <p>After each exigency of duty consideration should be given by those planning rosters and/or amending duties to whether any learning could be achieved from the incident. Consideration should be given to whether use of an exigency of duty was necessary or whether the policing objective could have been achieved in another way?</p>

If operational demands require additional police staff to work they should be recompensed in line with sections 1.4.10 and 1.4.11 of this handbook.

1.4.4 Weekend working

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

This section does not apply to staff members who are covered by the flexi-time scheme.

1.4.5 Night work

Payment will be made at the rate of time and a third for all hours worked between 20.00 and 06.00.

This allowance is not payable to those receiving a shift working payment as detailed in Section 1.4.7.

The night work allowance is payable in addition to weekend working payments.

1.4.6 Irregular hours

The following payments for employees working irregular hours shall be paid to employees working before 07.00 or after 18.30:

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

The allowance for working irregular hours shall not apply to work which qualifies for shift working or night rate allowance or where the employee works those hours voluntarily under a flexible working arrangement.

1.4.7 Shift working

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

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

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

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

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

For the purposes of calculating shift working enhancements unsocial hours shall be any hours worked at weekends, nights and irregular hours as defined above.

1.4.8 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; or
- Payment at double time for the actual number of hours worked with no time off in lieu; or
- Double time off in lieu for the actual number of hours worked with no payment made.

If possible, an employee will be given leave on a public holiday. Where an employee has been scheduled to work but is no longer operationally required to undertake duty on a public holiday an amendment can be made to their working pattern to give them leave. Reasonable notice should be given.

1.4.9 Standby duties and call outs

(i)	<p>A period of standby is defined as either:</p> <ul style="list-style-type: none"> • Any period from the end of normal office working hours (flexi time where applicable) to the beginning of normal office working hours the next day; (Standby is provided, where necessary, for the period outside of the prescribed office working hours for a role or the period outside of the rostered shift pattern for a role) or • A twelve-hour period at weekends or on a public holiday.
(ii)	<p>The payment for each such period of standby duty is 100% of the nationally negotiated allowance. This payment covers the requirement to be available to deal with work issues on the telephone and, when necessary, to undertake work at home or away from home.</p>
(iii)	<p>An employee who is called out shall be paid at the rates set out in paragraph 1.4.1 for all time necessarily spent working. The normal restriction on overtime payments for staff above pay point 24 shall not apply.</p> <p>If an employee undertakes work at home or is called out, while on standby, an employee will be paid overtime in accordance with (1.4.1) for all time necessarily spent working at home or away from home including travelling. Where an individual takes time off in lieu, in agreement with line manager, in respect of hours worked as a result of being called out this must be taken at the appropriate rate.</p>
(iv)	<p>If paid overtime when on standby duty the normal restriction on enhanced payments for staff on a pay point of above point 28 does not apply and overtime will be paid based on the individual's salary.</p>
(v)	<p>Officers who are requested to undertake a standby duty on a public holiday shall in addition be granted compensatory leave of</p>

	absence. Compensating time off will be given of 7 hours 24 minutes for each public holiday on standby, irrespective of whether 1 or 2 periods of standby were carried out on the public holiday.
(vi)	If an employee is called out while not on standby a payment of 50% of the nationally agreed allowance will be made in addition to overtime in accordance with (1.4.1). A minimum period of two hours overtime will be paid based on the individual's salary.
(vii)	Changes to standby arrangements should only be undertaken through full consultation with the relevant Trade Union and should relate to changes in business requirements.
(viii)	Sections 1.4.9 (i) to 1.4.9 (vii) will apply equally to full and part time staff. Part time staff who are called out shall be paid call out hours worked at overtime rates, irrespective of part time hours (they will be paid for any call out hours as a full time employee). The call payment is regarded as recompense for the inconvenience of being called out.
(ix)	<p>Staff members who are absent on annual leave, paid special leave, maternity leave or sickness absence, who are temporarily placed on restricted duties (medical or management restriction) or who are suspended, will continue to be entitled to payments in respect of standby periods that they would otherwise have carried out had they been at work or had been carrying their full role.</p> <p>The payment of standby allowance to staff who are on sickness absence or who are temporarily placed on restricted duties will cease after a maximum of 12 months. Staff members on maternity leave will only receive standby allowance whilst they are paid occupational maternity pay.</p> <p>Standby payments should be claimed via pro-actis. Individuals should make their own claims, however, if their absence has been or is expected to be, longer than 1 month then their line manager must e-mail the Finance Systems mailbox and ask for them to be set up to make claims. They will then make claims on behalf of the member of their team.</p>

1.4.10 Short notice changes to working period start time

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.

1.4.11 Change to scheduled working day

(i)	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
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	appropriate additional hours rate for each hour worked and receive time off in lieu equal to the actual number of hours worked.
(ii)	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.
(iii)	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.
(iv)	Time off in lieu under 1.4.11 (i) and (ii) should usually be taken within a two week period. TOIL will be added to a person's balance as per section 2.12.1 (vi).

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 sections 1.4.1 to 1.4.7 inclusive but not to night work, shift work or irregular hours at the same time. Where concurrent entitlements exist, each payment should be calculated separately on the basis of the basic salary rate.

For payment purposes a day is 7 hours 24 minutes, pro-rata for part time staff.

1.6 Part time staff

1.6.1 Introduction

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.

Additional hours payments set out in section 1.4.1 shall apply only 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.

Part time staff are covered by sections 1.4.4 to 1.4.11.

Allowances set out in 1.4.10 and 1.4.11 shall apply to a re-rostered rest day or free day.

1.7 Method of payment

1.7.1 Introduction

All police staff are paid by means of credit transfer to a bank or building society at monthly intervals on the 15th of every month unless that date falls

on a weekend and then the payment will be on the nearest normal working day, normally Friday.

The salary paid will be one twelfth of the normal annual salary plus any other payments due, i.e. overtime etc.

**1.7.2
Honorary
payments**

Managers 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.

Honoraria may be paid in the following circumstances:

Firstly, when an individual takes on part of a higher graded role for a temporary period of time. The proportion of the salary difference to be paid will be dependent on the extent of the higher graded duties carried out. The honorarium should usually only be paid for up to 6 months, though in exceptional circumstances this period can be extended for up to 6 additional months.

In order for an honoraria to be paid, a Temporary Duty / Honoraria Claim Form (Fin 69) form should be completed by the staff member's line manager which should detail the business case for payment. The form should be sent for consideration and approval to the District Commander or Head of Department or to another appointed Senior Leadership Team member, if delegated. The completed form must then be sent to the relevant People Services mailbox for recording prior to submission to Pay Section if payment has been approved.

A record should also be maintained by approving department.

Secondly, when an individual above PS 28 works overtime where normal overtime criteria does not apply.

Overtime is to be claimed via the Duties Management System.

Thirdly, where a staff member undertakes additional responsibilities for a temporary period, which would not be part of their role substantive role and are regarded as being at a higher level but are not part of a higher graded role. The level of honorarium paid will be determined on a case-by-case basis with a written rationale using the Additional Responsibilities Rationale for Honorarium Form and must be approved by a member of the local SLT. The case must be submitted to the Reward and Recognition team in the People Directorate for evaluation prior to the SLT member decision. The rationale for the honorarium must take account of equalities and fairness considerations and the impact on other colleagues.

Section 2 – Working time arrangements and leave

2.1 Working hours

2.1.1 Office hours

The normal office hours are as follows unless stated otherwise;

Monday	08.45 - 17.20
Tuesday	08.45 - 17.20
Wednesday	08.45 - 17.20
Thursday	08.45 - 17.20
Friday	08.45 - 16.25

2.1.2 Guaranteed week

(i)	All employees capable of and available for work shall be guaranteed their normal working week (i.e. the number of hours they would normally have worked exclusive of overtime within that pay week) if unable to work by reason of inclement weather, or to breakdowns of machinery or other causes except disputes within the department.
(ii)	Subject to the provisions of clause (i) employees must be willing to perform any service outside their normal occupations, which, in the circumstances, could reasonably be asked of them to perform during any period when work is not available for them in their usual occupations.
(iii)	Where employees are absent through sickness, or by permission of the employer, either before or after absence, their normal working week shall be reduced by the extent of the period of hours lost by such absence.

Note: The decision that work is impossible for one or other of the reasons prescribed in paragraph (i) above shall, in the first instance, be the responsibility of the line manager in charge of the department.

Shift Working and Working Time for Police Staff policy (extreme weather)

2.2 Annual leave and holidays

2.2.1 Annual leave entitlement

(i)	Annual leave entitlement for all police staff shall be as follows: Leave shown is for full time staff. Part time staff would be pro-rata. Leave should be taken in half and full days, shorter periods should only be taken if less than half a day of leave remains.				
	Grades	Basic leave	Basic leave entitlement (hours and	5 years' service or more	5 years' service or more

		entitlement (days)	minutes)	immediately prior to the start of the leave year (days)	(hours and minutes)
	Up to and including Scale 4	25	185	30	222
	In Scale 5 or Scale 6 roles	27	199:48	32	236:48
	In SO or PO graded roles	29	214:36	34	251:36
	Executive officer grade	30	222	35	259
	Staff members whose pay is based on a separate pre-determined professional incremental scale, such as nurses and solicitors, will have their entitlement to annual leave based on the standard police staff pay scale spinal column point for the level of their pay. Their job evaluated grade will not be used.				
(ii)	<p>Employees may take their annual leave in the twelve months between 1 April to 31 March. In the event that all leave can not be taken during this time a further three months shall be given to the 30 June, in order that the remaining leave can be taken. Leave should be taken at times agreed between the manager and the employee.</p> <p>The additional annual leave given after 5 years' service will be allocated pro-rata during the leave year in which the 5th anniversary falls.</p> <p>All annual leave will be recorded in hours. Each annual leave day will equate to 7 hours and 24 minutes.</p> <p>Other than in exceptional circumstances, police staff can not apply for leave before the first of the month, 1 year in advance of the start of the annual leave period. For example if they wish to take a period of leave from the 24th August to the 7th September, they can not apply for the leave before the 1st August in the preceding year. Examples of exceptional circumstances are:</p> <ul style="list-style-type: none"> • Planning for a wedding • Pilgrimage, or • Special celebration. 				
(iii)	Employees may request to take up to five days anticipated annual leave from the following year's entitlement. This leave will only be granted at the discretion of their line manager and subject to				

	exigencies of duty. Anticipated leave will only be granted in the last month of the annual leave period, i.e. between 1 March and 31 March. A corresponding reduction will be made in the employee's annual leave for the following year.
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**2.2.2
Public holidays**

The public holidays will be as follows:

- New Year's day (or substitute)
- Good Friday
- Easter Monday
- May day
- Spring bank holiday Monday
- Late summer bank holiday Monday
- Christmas day (or substitute)
- Boxing day (or substitute)

Plus any additional public holidays set nationally.

The public holiday entitlement for a full time worker is 7 hours and 24 minutes per public holiday. A part time worker has a pro-rata entitlement.

Police shift workers and other staff who are scheduled to work at weekends as part of their normal working week will have Christmas Day, Boxing Day or New Year's Day as their public holidays when they fall at weekends.

Police staff, who are scheduled to work only from Monday to Friday, will have the statutory public holidays.

**2.2.3
Outstanding
leave
entitlements**

At the end of each annual leave year, and the additional three months, any balance will be forfeited.

**2.2.4
Leaving the
Force**

An employee who leaves the Force shall be allowed a holiday as follows:

(i)	A proportionate holiday with pay for each completed day of service unless such days have already been taken.
(ii)	If the employee has not taken the whole or any part of such holidays before the date of leaving the service payment will be made in lieu.
(iii)	In the event of an employee leaving the Force having exceeded their proportionate entitlement they will be required to reimburse the overpayment from their final salary.

Payment of any outstanding leave will be made in the month following the staff member leaving.

**2.2.4.1
Joining the
Force**

Employees starting employment during the annual leave year shall be entitled to leave proportionate to the number of completed days of service during the leave year. Leave should be taken at times agreed between managers and employees.

**2.2.5
Holiday pay for
calculation
purposes**

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, irregular hour's allowance, contractual overtime and weekend working allowance.

For the purpose of the four weeks (20 days) annual leave payment (pro-rata for part time staff), under Regulation 13 of the UK Working Time Regulations police forces should reckon the following as 'normal remuneration' for payment:

Standby, Acting up allowances and 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,

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.

The calculation for payment is 20/365 of total of payments identified in the list above. The payment is made monthly based on the allowances paid in the previous month.

If an employee falls sick during a period of annual leave they should follow the procedure for dealing with sickness during annual leave which is set out in the Attendance management policy guidance.

**Method of
calculation of
outstanding
leave
entitlement**

The amount of outstanding holiday will be determined by identifying the employees leave entitlements based on their number of completed days service in the current leave year, less those days already taken.

2.3 Sickness leave and pay scheme

2.3.1 Sickness payments

(i)	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 dependents or State Insurance Benefits so as to maintain pay.	
(ii)	Employees should be entitled to sick pay in accordance with the table below in respect of absence from work due to sickness, disease or disablement.	
	Length of continuous service	Amount of sick pay
	during 1st year of service	1 months' full pay and (after completing 4 months' service) 2 months' half pay
	during 2nd year of service	2 months' full pay and 2 months' half pay
	during 3rd year of service	4 months' full pay and 4 months' half pay
	during 4th and 5th years of service	5 months' full pay and 5 months' half pay
	after 5 years' service	6 months' full pay and 6 months' half pay
	Note: The Force shall 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.	
(iii)	"Full pay" in paragraph 2.3.1 (ii) 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.	
(iv)	"Half pay" in paragraph 2.3.1 (ii) 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.	
(v)	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. For example, payment of a higher grade rate than an employees' normal rate of wages where on the day immediately prior to absence due to sickness the employee has been receiving that payment for less than four weeks.	
(vi)	The entitlement on the first day of a sickness absence determines the level of entitlement to occupational sickness pay for the full period of that sickness absence.	
	Note: For occupational sick pay entitlement record purposes (and without prejudice to the arrangements for self-certification days (paragraphs 2.3.4(i) below) and to any local provisions on "qualifying days" for statutory sick pay purposes) "one month" should be deemed to be equivalent to 26 working days. Saturday being reckoned in all cases as a working day.	

2.3.2 Calculation of allowance

(i)	The rate of allowance and the period for which it shall 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 the periods of 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.
(ii)	All members of staff should declare to the Force their entitlement to benefits described in paragraph 2.3.1(iii and iv) 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 widowed 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 and Pensions in weeks of full normal employment.
(iii)	Where a member of staff is receiving sickness pay, he or she should continue to receive such pay if a public holiday occurs during the sick leave. Where a member of staff 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, unless the provisions in the annual leave and sickness Attendance Management policy supporting information apply.

2.3.3 Sick pay to victims of crimes of violence

(i)	Where a member of staff is absent from work because of an injury in respect of which a claim will lie to the Criminal Injuries Compensation Authority and the member of staff 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.
(ii)	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.

2.3.4 Conditions

(i)	Details of the provisions for reporting sickness and for providing medical certificates are provided in the Attendance Management policy.
(ii)	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 shall be entitled to take the balance of leave at a later date after return to work, provided the balance of holiday is taken before the 30 June following the absence.

(iii)	An allowance should not normally be paid in a case of accident due to active participation in sport as a professional, nor in a case in which the absence arises from or is attributable to a member of staff's own misconduct.
(iv)	<p>A period of absence due to injury sustained by a member of staff 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.</p> <p>Their absence will be, managed and supported through the attendance management policy.</p>
(v)	A member of staff 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 member of staff 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 moneys 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.
(vi)	A member of staff who is unable to work as 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.
(vii)	If a member of staff 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.

2.4 Maternity scheme

2.4.1

Maternity leave and pay shall be granted as per Force policy.

The policy includes the following information:

- Entitlements;
- Maternity pay provisions, miscarriage, termination, still birth;
- Notice to start maternity leave, premature maternity leave;
- In Vitro Fertilisation (IVF);
- Working during pregnancy and risk assessments;
- Working arrangements, maternity wear, working hours, IVF;
- Sickness while pregnant;
- Leave, maternity leave, unpaid leave - IVF, contact during maternity leave, allowances and benefits, annual leave and public holidays;
- Performance development review and career progression; and

- Returning to work, career breaks, resigning.

2.5 Paternity (Maternity Support) Leave

2.5.1 Information

Paternity (maternity support) leave shall be granted as per Force policy.

The policy includes the following information:

- Statutory paternity leave;
- Eligibility;
- Contractual paternity pay;
- Additional paternity leave;
- KIT days; and
- Forms.

2.6 Adoption Leave

2.6.1 Information

Adoption leave shall be granted as per Force policy.

The policy includes the following information:

- Statutory adoption pay;
- Eligibility;
- Length of adoption leave;
- Adopting children from abroad;
- Keeping in touch; and
- Forms.

2.7 Time off for blood donation and hospital appointments

2.7.1 Information

Necessary reasonable paid time off shall be granted to staff members for the purposes of blood donation and hospital appointments where it is not possible to arrange an appointment outside normal working hours. This does not apply to staff who work under the flexi-scheme rules.

2.8 Public service and other leave of absence

2.8.1 General

The Force will consider granting leave in appropriate cases, with or without pay, to enable employees to undertake public duties.

2.8.2 Volunteer members of non-regular forces	<p>Leave for volunteer reserve forces shall be granted as per Force policy. The policy includes the following information:</p> <ul style="list-style-type: none"> • Making applications; • Call up procedures; • Leave; • Pay, pensions and deductions; and • Returning to the force.
2.8.3 Election duties	<p>Employees assisting at elections within the area of West Yorkshire Police (e.g. as presiding officers, poll clerks, counting clerks, etc.) shall be granted leave with pay from normal duties.</p>
2.8.4 Other joint negotiating bodies	<p>Employees shall be entitled to leave with pay to serve on joint negotiating bodies.</p>
2.8.5 Community and charity work	<p>Employees undertaking community and charity work may be granted two days leave, with pay in circumstances where there is an obvious and significant benefit to both the employee and the Force.</p>
2.8.6 Jury service	<p>Police staff are eligible to sit as jurors. Leave for jury service shall be granted as per Force policy.</p>

2.9 Compassionate leave

2.9.1 Information	<p>Compassionate leave provisions and procedures are detailed in the Special Leave policy.</p>
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2.10 Time off for industrial relations, Trade Union duties and activities and the provision of facilities

2.10.1 Introduction	<p>The following “time-off” provisions and facilities will apply to those elected representatives in accordance with their respective functions and responsibilities.</p>
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(i)	<p>All employees have the right to take part in the activities of an independent Trade Union including employees who serve on departmental committees. Time off for Trade Union members to take part in these activities with or without pay is at the discretion of the Chief Constable within this agreement.</p>
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(ii)	Parties to this agreement recognise that its operation will require from each of them exercise of goodwill and flexibility, therefore the parties undertake to act with this in mind and in accordance with the ACAS Code of Practice on Time off for Trade Union duties and activities. It is the intention of the Chief Constable that no employee shall be unreasonably prevented from taking part in Trade Union duties or activities covered by this agreement but the arrangements for granting time off will be subject to the exigencies of the service.
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**2.10.2
Time off
provisions –
General**

(i)	Reasonable time off as set out in paragraphs 2.10.3 and 2.10.4 (below) will be granted to elected representatives for industrial relations and certain specific duties and activities, as defined in paragraph 2.10.3 below, and for training, subject at all times to conditions relating to “time off” as laid down in the ACAS Code of Practice and prior management approval being obtained on each occasion as far in advance as reasonable in the circumstances with an indication as to the nature of the business for which time off is required, the intended location, and the expected period of absence.
(ii)	The amount of time off work permitted will take into account the operational requirements of the employee’s normal duties and the Trade Union office held. It is agreed between the Trade Union and the West Yorkshire Police that officials/representatives will act responsibly in seeking time off and that management will not unreasonably refuse such requests. The time off requested should be proportionate and reasonable.
(iii)	With the approval of the Chief Constable a general meeting of the branch or branch executive may be arranged to start at a time within normal working hours.
(iv)	In applying the provisions set out below, the following conditions will apply: (1) Where activities extend beyond normal hours no payment or time off in lieu will be granted. (2) Costs of travel, subsistence and fees are a matter for the Union.
(v)	Full time off facilities, on full pay, to carry out the functions of branch officials where appropriate will be given. The calculation of the allocation to branches will be given in accordance with Section 2.10.9. Time taken off by other branch officials will be determined by the branch and in accordance with the balance of hours remaining. Where a official/representative attends a trade union meeting or activity that is approved by their branch or an official undertakes duties relating to their executive role, on a day which is a rest day or other leave day, such as an annual leave, TOIL etc. , the official will be credited with annual leave, TOIL or flexi time as appropriate

	for the period of the activity. This credit will be up to a maximum of 7 hours and 24 minutes or, if appropriate, the rostered length of their leave day and an equal deduction will be made from the Union's balance of hours.
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2.10.3
Time off with
pay – Duties
and training

Reasonable time off with pay will be approved, only in respect of the following matters:

(i)	Collective bargaining with appropriate level of management.
(ii)	Attendance at consultative and staff side meetings with management also any relevant pre meetings of Trade Union officials amounting to not more than one hour on the day of the meeting.
(iii)	Attendance at meetings with other elected employee representatives or with full time Union officers on local industrial relations matters relating to employees, this includes attendance at branch executive meetings by branch officials/representatives.
(iv)	Representing members within agreed or recognised grievance, discipline or appeals procedure at local level.
(v)	Attendance at any meeting at the request of the management or attendance by invitation at any meeting of the Police and Crime Commissioner.
(vi)	Attendance at annual conference of the Trade Union for a reasonable number of elected representatives appointed as delegates.
(vii)	To discharge the duties of the office of national president when a member is so elected by the Trade Union.
(viii)	Attendance by virtue of their Trade Union membership to those employees who are called before a royal commission to give evidence or are summoned by the minister of the crown or a department to discuss rates of pay/Conditions of Service, or in connection with attendance at meetings of Police Staff Council or industrial tribunals.
(ix)	Attendance at recognised and agreed training course for elected representatives relevant to their duties in respect of industrial relations.
(x)	Where an official is not taking part in industrial action but represents member's involved, normal arrangements for time off with pay should apply.
(xi)	Elected representatives shall be entitled to take leave with pay to enable them to attend meetings of bodies set up by Trade Unions (e.g. technical or advisory committees) for the purpose of research or the further advancement of knowledge etc., where the primary object of such committees are wholly unrelated to Trade Union activity.

(xii)	For branch officials/representatives to undertake duties relating to their union role. When they become aware that they need to spend some time undertaking these duties they should discuss and agree this with their with local line management as soon as reasonably practicable.
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**2.10.4
Time off
without pay**

The following activities would qualify for reasonable time off without pay subject to the approval of the Chief Constable.

(i)	Any activities of the Trade Union of which the employee is a member.
(ii)	Any activities in relation to which the employee is acting as a representative of the Trade Union.
(iii)	Attendance at recognised and agreed education courses (other than 2.10.3(ix) (above) sponsored by the Trade Union.

**2.10.5 Industrial
action**

Any activities which consist of industrial action whether in contemplation or furtherance of a Trade Union dispute will not qualify for authorised time off either with or without pay.

2.10.6 Facilities

The Chief Constable will make the following facilities available to elected representatives of locally recognised Trade Unions.

(i)	Lists of new starters and leavers together with their designation in the establishment in which ever form is the most convenient to management.
(ii)	Use of interview, meeting and committee rooms, with prior management approval subject to availability.
(iii)	Telephone facilities in privacy will be made accessible for use by elected representatives whenever possible. Where this is required the elected representative should first seek management approval and if it is an external call they should ensure it is recharged on a personal basis.
(iv)	Subject to operational workloads and priorities, reasonable typing, duplicating and photocopying facilities where available for essential work in respect of industrial relations activities where this does not interfere with official work. In each case the approval of the Chief Constable must be obtained. Elected representatives shall take all steps necessary to minimise the use of these facilities.
(v)	Use of internal mail system for properly addressed Trade Union official correspondence.
(vi)	Use of notice boards for reasonable Trade Unions information and notices to be made available at agreed locations. The display of such notice boards to be the responsibility of the Trade Unions.

(vii)	Provisions of appropriate circulars and policy letters relating to staffing matters will be provided to the branch officers by the Head of Employee Relations or delegate.
(viii)	Appropriate facilities for the election of representatives and for those elections to be conducted during working hours.
(ix)	With prior approval and subject to availability use of West Yorkshire Police premises for Trade Union meetings in and out of normal working hours.
(x)	On occasions workplace meetings between representatives and a group of members may be required to discuss important industrial relations matters. In order to assist the consultative process by assuring a fuller attendance and with prior agreement of management, such meetings may be held in working hours without loss of pay at times approved by the Chief Constable.
(xi)	Facilities for the deduction of Trade Union dues from payroll will be provided.
(xii)	Provision of rent free premises.
(xiii)	The full time officer of any branch or regional official of any recognised or appropriate Trade Union having membership employed by the West Yorkshire Police to be allowed to visit Force establishments as required in pursuance of Trade Union duties providing that prior approval has been sought from the Chief Constable.

**2.10.7
Grievance in
relation to time
off for Trade
Union duties
and activities**

(i)	Where permission to take time off is withheld the reason shall be given by the appropriate representative of management.
(ii)	Any problem arising out of the operation of this agreement shall be raised by the branch with the Head of Employee Relations in the first instance.
(iii)	Any matter not being resolved may then be, referred by the branch to the JNCC.

**2.10.8 Names of
Trade Union
representatives**

Trade Unions will make available to the Head of Employee Relations in writing, the names of all representatives appointments and their sphere of representation.

**2.10.9
Calculation of
hours**

Calculation of hours allocated to recognised Trade Union branches in relation to time off for Trade Union duties will be as follows:

No	Members	Hours per annum
(i)	first 250 Trade Union members	6 hours per member pa
(ii)	next 750 Trade Union members	4 hours per member pa
(iii)	remainder	2 hours per member pa

2.10.10 Recording of Paid and Unpaid Duty Time

All paid and unpaid time spent on trade union duties or activities by branch officials/representatives must be recorded and approved on the Duties Management System (CARM). Unions are responsible for ensuring that their branch officials / representatives fully and correctly record and gain approval from their branch for their time spent on trade union activities and duties in accordance with the provisions of this agreement.

A credit will only be given for undertaking trade union activities or duties on a rest day or other leave day if the activity has been correctly requested and approved on the Duties Management System.

Details of trade union facilities time will be obtained and published in accordance with the Trade Union (Facility Time Publication Requirements) Regulations 2017.

2.11 Flexi time scheme

2.11.1 Introduction

The principle of this scheme is to create a working environment that allows staff to work to a high standard in their role, both for the Force and the communities that we serve. The police staff flexi time scheme is intended to provide the best service to the community, give us a motivated workforce and meet the needs of the Force. This scheme underpins service delivery, the needs of staff, and is a flexible approach to meeting these needs.

Police staff who are not in receipt of a shift allowance, irregular hours allowance, and/or night working allowance are eligible to work the flexi time scheme. It is expected that, where possible, staff will work additional hours to complete essential work when this is necessary, particularly in senior positions.

Police staff covered by the flexi time scheme will not be eligible for salary enhancements such as shift payments, weekend enhancements and night rate payments. Unless, worked at a weekend by part time staff when weekend enhancement is payable, if there is no entitlement to overtime.

Part time or job share employees will be entitled to participate in the scheme but the scheme should be applied on a pro rata basis. Credit and debit balances will be pro rata to the number of hours a member of staff works.

Police staff eligible to work the flexi time scheme must work their contracted number of hours but they have flexibility to work their hours in accordance with the terms of this scheme.

The degree of flexibility allowed is governed by the needs of the Force and its customers. It is essential that all sections are adequately staffed

throughout the whole period of the official opening hours as determined by local management.

It is expected that, on some occasions, management will need to adapt the degree of flexibility in order to ensure that business needs are met, within the terms of this scheme.

Each section head will be responsible for producing reasonable working arrangements which will allow for the smooth operation of their section's activities and provide a good service to the public and internal customers. Local management should, where possible, take account of the wishes of the employee. To promote engagement, staff should be encouraged to arrange adequate cover between themselves. Management should intervene, whenever necessary, to ensure that good customer service is provided.

2.11.2 Scope

This flexi time scheme will apply to West Yorkshire police staff unless their conditions of employment specifically preclude their participation in the scheme, or unless they have personally chosen not to participate.

The scheme does not affect workers who have formally agreed flexible working arrangements in place to determine their working hours.

Police staff working reduced recuperative hours will not be able to use all aspects of the scheme, see section 2.11.22.

Any substantial changes to the scheme should be discussed with appropriate Trade Union representatives.

2.11.3 Definition of terms

Terms	Definition
Standard working week	A standard full time working week is a period of 37 hours.
Standard working day	The duration of a normal standard working day is 37 hours divided by the number of days worked, e.g. five days worked = 7 hours 24 minutes is the standard day.
Settlement period	This is the period of six consecutive weeks at the end of which the employee must reconcile their contracted hours and working time for the period.
Credit balance	Hours worked above 37 week per week can be credited to the employee. Employees cannot be paid for credit balances, unless agreed in exceptional circumstances, by a member of their SLT if the maximum credit balance is exceeded at the end of the 6 week settlement period.

	A credit balance may be managed by absence from work (flexi time) for an appropriate period.
Excess credit balance	<p>A credit balance above 30 hours at the end of the six week settlement period will be forfeited. Only in exceptional circumstances, and with agreement from the second line manager, will any excess be approved.</p> <p>If a part time staff member is credited with pro-rata public holiday hours and these hours take them above their maximum flexi time balance their line manager can agree for an adjustment to be made to their maximum credit balance at the end of that settlement period so that they do not lose their credited hours which arise from the public holiday.</p> <p>At the end of the following settlement period any excess credit hours above the employee's maximum flexi time balance will be forfeited unless the second line manager agrees that exceptional circumstances apply, as above.</p> <p>An email must be sent to the HR System Support mailbox for an excess credit balance adjustment to be made to an employee's flexi account.</p>
Debit balance	Hours worked below 37 week per week will be shown as a debit to the employee. Employees may not be more than 7 hours 30 minutes in debit at the end of any week.
Excess debit balance	<p>Any excess debit of more than this will result, in either:</p> <ul style="list-style-type: none"> • A deduction in salary corresponding to the excess debit balance at the rate of salary applicable; or • The loss of annual leave, providing the employee has sufficient outstanding leave entitlement in full or half days. <p>The decision will be the choice of the employee and subject to the approval of their Senior Employee Relations Adviser.</p> <p>If an employee repeatedly exceeds the maximum debit balance this will be treated as a violation of the scheme and should be dealt with as per section 2.11.24 of the scheme.</p>
Meal break	A meal break of not less than ½ an hour must be taken. It is recommended that the meal break is taken midway between the start and finish time of a working day.

Bandwidth	The bandwidth sets the range of working hours that count towards flexi time; it clarifies the earliest time a member of staff may start work and the latest time they may work to. Only time worked within the bandwidth will count towards flexi time.
Core times	These are working periods when staff is required to attend at work (unless they had an approved absence such as authorised leave or sickness absence.) Normally, there will be no core time periods within this scheme.
Flexi leave	This is a pre booked period of leave of a half or full day.

2.11.4 Scheme principles

The standard working hours are:

Monday	08.45 - 17.20
Tuesday	08.45 - 17.20
Wednesday	08.45 - 17.20
Thursday	08.45 - 17.20
Friday	08.45 - 16.25

Each day includes a meal break of one hour.

The flexi time scheme is a discretionary system which is designed to allow flexibility. Working collectively, groups of staff may propose solutions for approval by line management to ensure continuity of services within the opening times set by management.

The scheme requires flexibility and consideration for others. For example, staff should not structure their domestic arrangements in a way that necessitates them to leave work early every day because that would place an unfair restriction on their colleagues, who may on occasions also wish to leave early.

2.11.5 Official opening hours

These are the times when the general public normally have business access to West Yorkshire Police offices:

09.00 – 17.00 Monday to Thursday
09.00 – 16.30 Fridays

Adequate cover must at all times be maintained throughout these official opening hours, or for other opening hours which may be set by management in order to meet customer needs. These times may be subject to local variation at management discretion (in consultation with the Senior Employee Relations Adviser).

2.11.6 Bandwidths

The district commander or director or equivalent, in conjunction with the Senior Employee Relations Adviser, will set the appropriate bandwidth(s) for their area of the Force, following discussion with affected staff.

The bandwidth will be set to give staff flexibility while ensuring that business needs are met. This means that different teams or functions within a district or department are likely to have different bandwidths to meet specific business and customer needs.

The maximum recommended bandwidth will be 07.00 to 19.00 hours Monday to Friday. However, the district commander or director or equivalent, in conjunction with the Senior Employee Relations Adviser or equivalent, can apply a bandwidth outside these hours in order to meet business needs.

For essential work undertaken on management request outside the selected bandwidth, management may temporarily extend the bandwidth or authorise overtime payments.

In exceptional circumstances managers may approve flexi time to be credited outside the set bandwidth (e.g. a 6 am train journey that is required to carry out Force business or attendance at a weekend event).

2.11.7 Core times

Normally, there will be no core time periods within this scheme.

If a section head is unable to maintain adequate cover and consequently risks not providing effective customer service, the district commander or director or equivalent, in conjunction with the Senior Employee Relations Adviser, may re-introduce core times (within official opening hours), temporarily or, in exceptional cases, permanently.

All staff affected by the re-introduction of core times must be at work during one whole core time period each day as a minimum. Absence during core times would only be permitted within defined categories (e.g. authorised leave, sickness etc.).

2.11.8 Customer confidence and satisfaction

If a section is unable to maintain adequate cover and consequently does not provide effective customer service in addition to or as an alternative to the re-introduction of core times the district commander or director or equivalent, in conjunction with the Senior Employee Relations Adviser, may:

- Place additional controls and approvals on employees' start/finish times;
- Change bandwidth times; or
- Withdraw the entire flexi time scheme temporarily or permanently, in the most extreme cases.

**2.11.9
Review and/or
termination**

This scheme may be terminated by the People Director giving police staff Trade Unions six months' notice in writing.

The scheme will be subject to periodic review and may be amended following consultation.

**2.11.10
Time recording**

Employees operating the above scheme must record their working time on the duties management system. They are responsible for the accurate completion of their working time.

The working time record will be validated and approved by the section head or line manager on a regular basis.

A record may also be maintained by the employee daily to show all periods when they are absent from the office. The completed records will be validated and approved regularly by the section head or line manager.

The Force reserves the right to change the method of time recording. Hours worked on a particular day do not have to be worked in a continuous period. Breaks can be taken. Staff can then return to work provided they are still working within the appropriate flexi time bandwidth.

**2.11.11
Settlement
period**

The settlement period is a six week period that is used to manage flexi time, including credit balances and flexi leave.

**2.11.12
Flexi leave**

The actual number of hours worked by the employee will always be used to determine the employee's total weekly hours.

The maximum flexi leave allowed in any six week settlement period is a total of three working days (22 hours and 12 minutes). This time may also be taken as six half working days or a combination of both.

If an employee takes a full day flexi leave or a half day flexi leave any hours worked on the day that leave is taken count towards the employee's total flexi time hours for the week. However, for the monitoring of scheme limits, the following definitions apply:

In the absence of core times, it is necessary for the scheme to define what constitutes a day, or half day, of flexi leave.

Full day "Flexi leave"

If an employee works less than two hours on a particular day then they will be deemed as having taken a full day "flexi leave". (The time that they have actually worked will be credited on their balance, as always.)

Half Day “Flexi leave”

If an employee works two hours or more but less than five hours on a particular day then they will be regarded as having taken a half day “flexi leave”.

If an employee works five hours or more on any day they will not be regarded as having taken any “flexi leave” on that day.

2.11.13 Approval of flexi leave

All full day and half day flexi leave must be approved in advance by the employee’s line manager. Leave will only be granted if there is adequate cover.

In all circumstances the taking of flexi leave must not result in additional overtime for other staff and an effective service to customers must be maintained.

Staff intending to start work later than the official opening time or staff wishing to leave before the official closing time should ensure that there is sufficient cover from their colleagues.

2.11.14 Overtime

Overtime payments will continue to be made in accordance with the Terms and Conditions of Service. Hours paid as overtime are excluded from the credit hours under the flexi time scheme. Overtime working will be reduced or eliminated wherever possible.

Paid overtime will not be allowed during the flexi time bandwidth period unless the following conditions are satisfied.

- Overtime to be at the request of management.
- Employees working overtime are not in debit within the current settlement period.
- The overtime is in addition to the standard working day unless taking place outside the normal working week.

If flexi-time staff wish to receive time instead of pay when working additional hours they will claim this through the flexi-time arrangements on the duties management system and it will always be at plain time. Flexi time staff cannot receive enhanced rates for time off, even if working outside of the bandwidth.

2.11.15 Meal breaks

A meal break must be a minimum of 30 minutes. If you require a particularly long meal break you should check with your colleagues to ensure that business needs are met.

If you work for six hours or more you must take a 30 minute meal break or 30 minutes will be deducted. If you work for less than six hours it can be completed in a continuous period.

Employees who remain at their workstation during their meal break must still have a minimum 30 minute deduction and must record their break on the duties management system.

**2.11.16
Time out
periods**

Subject to adequate cover, time out periods may be taken at any time during your working day.

Examples of time out periods might be to:

- Collect shopping;
- Attend an appointment hairdresser, doctor, dentist, etc.;
- Visit home to await deliveries; or
- Attend a school event, etc.

You must personally clock “in” and “out” whenever taking time out.

It is the employee’s responsibility, when planning and taking a time out period, to check that staffing levels are adequate and that their colleagues are able to provide appropriate and effective cover.

A line manager must ensure that effective cover is provided at all times.

**2.11.17 Working
at another
location**

Any time worked away from the employee’s usual place of work on official business within or outside the West Yorkshire area will be credited up to the end of the bandwidth should this be necessary; less the period taken for meal break (minimum of 30 minutes).

**2.11.18 Excess
travelling**

When starting or finishing work at other than the normal place of work, an additional credit will be given for any excess travelling time, provided such travelling time is within the bandwidth. The excess travelling time is calculated by taking the total travel time and then deducting travel time from the employee’s home to their usual place of work. The provisions in the Travelling Expenses and Time policy apply to these journeys.

**2.11.19 Training
courses**

Usually an employee will be credited for the actual hours that they attended training. If the employee commences and finishes their duty at their usual place of work then their flexi time recorded hours should be used.

**2.11.20 Routine
appointments**

One of the purposes of the flexi time scheme is to allow staff to accommodate appointments and employees must carry out medical and dental appointments in their own time.

However, a flexi time credit should be given for the following:

- Occupational Health appointments;
- Medical appointments at the request of the Force;
- Pregnancy or maternity related appointments; and
- Disability related appointments.

For these specific appointments excess travelling time to and from the place of the appointment will also be credited.

Necessary reasonable paid time off will be granted to staff for the purpose of blood donation and appropriate medical screening where it is not possible to arrange an appointment outside normal working hours.

**2.11.21
Credit
adjustments**

Credit adjustments are allowed for certain absences from work such as:

- Annual leave;
 - Statutory leave;
 - Special leave;
 - Sickness;
 - Day release;
 - Bank holidays; or
 - Training (away from normal place of duty).
-

**2.11.22
Short notice
requests**

If flexi leave has not previously been agreed and an employee requires a late start or flexi leave at short notice, they must contact their line manager at the earliest possible opportunity to request this time off. Whenever possible this contact must be made prior to the opening time of the section, or as agreed at a local level.

Approval will only be given where staffing levels allow.

Where a manager refuses permission for the employee to take flexi leave they will be asked to come into work on that day as soon as possible. Failure to do so may lead to disciplinary action.

**2.11.23
Recuperative
hours**

To protect the welfare of staff who are recuperating on reduced hours, they must not work in excess of their recuperative hours. Most aspects of the flexi time scheme will not apply to staff on recuperative duties.

If the employee had a credit balance at the start of their recuperative duties then they may use their credit balance to reduce their recuperative working hours/days.

Compliance will be checked by the employee's line manager on a weekly basis.

2.11.24 Industrial action	In the event of industrial action the People Director has the right to temporarily cease the flexi time scheme, for part or all the Force, in order to ensure necessary cover. Staff would be required to work standard hours (as per 2.11.4) or a suitable variation for part time staff during the period that the flexi time scheme is temporarily ceased.
2.11.25 Removal from the scheme	<p>If it is considered that a member of staff has failed to comply with the flexi time scheme then their district or department head, in conjunction with the Senior Employee Relations Adviser can remove them from the scheme, for a temporary period or permanently. Staff may be subject to the police staff disciplinary policy if they have seriously or repeatedly violated the scheme procedures.</p> <p>Compliance means not just following the rules but also working within the spirit and principles of the scheme, for example giving due consideration to colleagues and customers.</p> <p>Staff removed from the scheme will be required to work standard hours (as per 2.11.4) or a suitable variation for part time staff.</p>
2.11.26 Keeping records	Staff should keep their working time record for, at least, the current working year and for the previous year.
2.11.27 Interviews	When staff attend an interview for an internal vacancy they will be credited for the travelling time and the interview duration. They will need to request approval from their line manager prior to the interview and produce the paperwork as evidence of the interview.

2.12 Time off in lieu of hours accrued

Introduction	These agreements are applicable to all police staff outside of the flexi time system.
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2.12.1 Additional hours worked

(i)	Staff can accrue hours worked in an overtime capacity on the duties management system (CARM). Completed periods of work of 15 minutes may be recorded on the system.
(ii)	For any additional hours worked for which staff members have elected to receive time off in lieu rather than payment, they will receive time off in lieu at enhanced rates as detailed at section 1.4.1 (additional hours).

(iii)	Hours will only be recorded in this way by mutual agreement between the line manager and employee.
(iv)	Where operational exigencies permit, time accrued may be taken in multiples of hours.
(v)	No individual is permitted to be in debit through this agreement.
(vi)	Up to a maximum of 48 hours' Time Off in Lieu (TOIL) can be accrued at any time on the system. In the event of staff being requested to work where 48 hours are already accrued and have not been taken, staff will be reimbursed by overtime payments and not time off. Part time staff can accrue hours on a pro rata basis.
(vii)	Where an individual transfers to another department/leaves West Yorkshire Police all TOIL must be rostered during the notice period. For staff leaving there is no facility for payment of unused TOIL.

2.12.2 Day in lieu

Reference to a day in lieu is a period of 7 hours and 24 minutes for a full time staff member and a pro-rata period for a part time staff member.

Managers will aim to arrange for such lieu time to be taken within three months of the day on which it was accrued, by mutual agreement with the employee concerned.

Where it is not possible to identify a suitable time for the lieu time to be used it will be added to the employee's annual leave entitlement and recorded on the annual leave card. As such it will become subject to annual leave conditions.

2.13 Time off for sport

Qualifying events

Paid time off for sport is entirely at Force discretion. It may be granted only if you:

- Are selected to represent the country in a national or international event; or
- Represent the police service nationally.

It does not include representing West Yorkshire Police in a national police event.

The second line manager will decide whether and how much time off is allowed.

Applications should be submitted via your line manager, using the time off for sport application form.

2.14 Parental Bereavement Leave

2.14.1 Information

Parental bereavement leave provisions and procedures are detailed in the Special Leave policy.

Section 3 – Arrangements for appointment

3.1 Probation on appointment

3.1 Information The probationary period is six months unless otherwise stated in the probationary procedure police staff policy.

Throughout their probationary period the employee will be monitored and reviewed. They will be assessed against:

- Punctuality;
- General standards of attendance; and
- The requirements of the role.

Probationary procedure Details of the arrangements for managing conduct, performance and attendance issues for police staff members during their probationary periods are provided in the Probationary Procedure – Police Staff policy.

3.2 Notice of termination of employment

3.2.1 Notice of termination given by employee The Force requires employees to give the following minimum periods of Notice of Termination of Employment irrespective of length of service. In exceptional circumstances, and by mutual agreement, a longer or shorter period of notice may be contractually agreed.

Grade	Notice period
Staff members in roles up to and including Scale 6	One month
SO and PO	Two months
Employees graded above PO ranges	Three months
Staff members in roles which have a separate pre-determined pay scale, such as nurses and solicitors	<ul style="list-style-type: none"> • One month if paid equivalent to staff graded from scale 1 to scale 6; • Two months if paid equivalent to SO or PO grade staff; and • Three months if paid equivalent to staff above PO grade.

3.2.2 Notice of termination given by employer The following are the minimum periods of notice the Force will give to employees and incorporate the statutory provisions.

Grade	Notice period
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Staff members in roles up to and including Scale 6	One month and an additional weeks notice for every year of service after four years up to a maximum of twelve years' service.
SO and PO	Two months and an additional week's notice for every year of service after eight years up to a maximum of twelve years' service.
Employees graded above PO ranges	Three months
Staff members in roles which have a separate pre-determined pay scale, such as nurses and solicitors	<ul style="list-style-type: none"> • One month and an additional week's notice for every year of service after four years up to a maximum of twelve years' service, if paid equivalent to staff graded from scale 1 to scale 6; • Two months an additional weeks' notice for every year of service after eight years up to a maximum of twelve years' service, if paid equivalent to SO or PO grade staff; and • Three months if paid equivalent to staff above PO grade.

3.2.3 Temporary contracts Employees on a temporary contract of employment will be required to give and are eligible to receive one week's notice of termination.

3.4 Continuous service

3.4.1 Introduction A member of staff's period of continuous service will be the date they started service with West Yorkshire Police.

3.4.2 Entitlement purposes 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

**3.4.2.1
Employee
returns
voluntarily
following
transfer**

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 3.4.2 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.

**3.4.3
Left for
maternity or
caring reasons**

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 at 3.4.2 will be protected provided that the break in service does not exceed eight years and that no permanent full time paid employment has intervened. For the purposes of the calculation of entitlement to annual leave the eight-year time limit does not apply, provided that no permanent full time paid employment has intervened.

**3.4.4
Calculation of
redundancy pay**

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

If an employee who is under notice of redundancy receives an offer of a job from another Modifications Order body before the termination of his or her employment and takes it up within four weeks of the end of the old employment, there will be no dismissal for redundancy payment purposes provided that a redundancy payment is not made.

See information about Redundancy Payments (Continuity of Employment in Local Government etc.) (Modifications) Orders.

**3.4.4
Continuous
Service Break**

Continuity of service is broken if there is a period of a week (running from Sunday to Saturday) or more between two contracts.

Section 4 – Travel and subsistence arrangements

4.1 Travel expenses

4.1 Information Travel expenses shall be granted as per Force policy.

The policy includes the following information:

- Use of private vehicles for business journeys;
- Temporary and permanent relocation;
- Mileage entitlements;
- Car parking;
- Other forms of transport;
- How to make travel claims; and
- Booking travel tickets.

4.2 Subsistence arrangements

Introduction This condition of service is based on the premise that members of staff should not be put to a financial disadvantage due to unforeseen circumstances or have to incur expenditure beyond that which they would normally have incurred or that is reasonable.

It is also based on the understanding that members of staff will act reasonably to avoid the need to make a claim for subsistence.

**4.2.1
Subsistence
allowances**

Subsistence allowances will be paid to members of staff in the following circumstances they:

(i)	Are unable (not unwilling) to take a meal in the usual way.
(ii)	Incur additional expenditure.
(iii)	Certify that additional expense has been incurred.
(iv)	Are engaged away from the normal place of work.

The appropriate allowance will only be paid if all the above conditions are satisfied.

**4.2.2 Normal
place of work**

Normal place of work means the place where an individual is based or where they normally take their meals or where they have been temporarily moved or seconded to be based. This is usually where a member of staff starts and finishes their tour of duty.

4.2.3 How is food normally provided

The way a member of staff ordinarily has food by either providing their own meal or purchasing a meal on duty will determine whether or not the individual is unable to have a meal in the usual way. This refers solely to food and not to location.

4.2.4 Extra expense

There must be extra expense to purchase food above that which an individual ordinarily spends to get food.

4.2.5 Authorisation

All claims must be authorised and it is for line managers to identify an individual's usual practice and exercise management control which may include the requirement to produce evidence in support of a claim.

4.2.6 Police canteen

Where members of staff are able to avail themselves of a meal at a police canteen they are expected to pay for any items purchased themselves, unless the Force meal reimbursement provisions are determined to apply.

4.2.7 Meals

Further details on reimbursement of meal costs are provided in the Meal and Accommodation Expenses policy.

4.2.8 Outside normal hours

Subsistence allowances will apply to members of staff working at their normal place of work but outside their normal hours. In these cases the evening meal allowance is payable if working continues beyond 20.30 hours. Tea and evening meal allowance will not be paid in respect of the same evenings work.

4.2.9 Reasonable notice

Where a member of staff has been given reasonable notice that their duty has changed they should make alternative arrangements to obtain a meal at no extra cost.

4.2.10 Meal provided

No allowance shall be payable where a suitable meal is provided by the Force or is included in overnight accommodation.

4.2.11 Bandwidths

The following bandwidths apply to all police staff in relation to making a claim for a subsistence allowance while away from their normal place of work.

Allowance	When
Breakfast	Leaving home before 06.30 hours.
Lunch	Absent for the period between 11.30 am and 14.30 hours.

Tea	Absent for the period between 18.30 pm and 20.30 hours.
Evening meal	Returning home after 20.30 hours.

4.2.12 Higher subsistence entitlement

Where a member of staff is undertaking duties with an officer who receives a higher subsistence entitlement and takes a meal with them they shall be reimbursed the actual cost of the meal to a maximum of the higher allowance. Where such a claim is made a receipt should be provided.

4.2.13 Out of pocket expenses

Out of pocket expenses shall be paid where a member of staff is away from home overnight and is paid to cover items such as the cost of a telephone call home, daily newspaper and any other incidental expenditure.

4.2.14 Annual amendment

The Force subsistence allowances are at one rate for all staff and shall be amended annually in line with the annual pay award. This rate will be reviewed on a periodic basis to ensure it keeps in line with the catering element of the retail price index.

4.3 Car allowances

4.3.1 Introduction

An employee required and authorised to use his or her car on business shall be paid an allowance according to engine size of vehicle.

Further guidance is provided in the Travelling Expenses and Time policy and the Essential Car User Allowance policy.

4.4 Additional travelling expenditure

4.4.1 Introduction

Details of the entitlement of staff members to be reimbursed for additional travelling expenditure are detailed in the Travelling Expenses and Time policy guidance.

Further details of the Travelling Expenses and Time policy are provided at 4.1.

4.5 Reimbursement of professional subscriptions, HGV licence costs and fees

**4.5.1
Professional
subscriptions**

In order to perform their roles Directors and departmental heads may benefit from membership of several professional bodies. In this case, full reimbursement of subscriptions will be given, provided each membership is relevant to the role performed and of benefit to the Force generally.

The Force will reimburse one professional membership for police staff below the rank of EO, provided membership is relevant to the individual's role.

If membership of more than one professional body is essential in order to perform the role, then reimbursement of more than one professional body is permissible.

Claims should be submitted via the Pro-actis system.

**4.5.2
HGV licence
costs and fees**

Repayment of HGV licence costs and fees shall be reimbursed as follows:

(i)	Statutory licence renewal costs shall be reimbursed to these employees who are required as part of their normal duties to hold a heavy goods vehicle driving licence.
(ii)	Employees who as a result of change in job requirements have to obtain a heavy goods vehicle licence shall be reimbursed all necessary fees.

Section 5 – Discipline and grievance

5.1 Discipline

5.1 Information The Force Discipline procedure can be accessed online.

The policy includes the following information:

- Day to day supervision procedures;
 - Investigation arrangements;
 - Changes to duties or restrictions and suspensions;
 - Conditions of suspensions;
 - Formal action, including arrangements for hearings;
 - Warnings;
 - Dismissal and other sanctions; and
 - Appeal procedures.
-

5.2 Grievance

5.2 Information The Force Grievance policy can be accessed online.

The policy includes the following information:

- Informal resolutions;
 - Procedure for submitting a formal grievance;
 - Formal action;
 - Appeal procedures;
 - Record keeping; and
 - Additional information.
-

Section 6 – Miscellaneous

6.1 Death or permanent disablement arising from assault

6.1.1 Payments to staff

Payments shall be made in accordance with sub paragraphs 6.1.1 (i) and (ii) to any member of staff or, in the event of death, jointly to the dependants of any member of staff, in the event of death or permanent disablement of the member of staff arising from a violent or criminal assault suffered by the member of staff in the course, or as a consequence, of their employment.

The amounts payable are as follows:

(i)	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 member of staff 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 member of staff has left no dependants, the sum of £2000 shall be payable.
(ii)	In the event of permanent total or partial disablement as a result of the assault the percentage specified in the scale set out in sub-paragraph below of five times gross remuneration applying at the date of the assault of £60,000, whichever is the greater; provided that such payments shall, at the discretion of the Force be reduced by the amount of any damages, or compensation recoverable in respect of the particular injuries.

Note: "Dependants" in this paragraph means:

- (a) a spouse or civil partner residing with the employee at the date of death, or, if not residing, wholly or substantially supported by the employee; and/or
- (b) a child who has not attained the age of 16 years at the time of the death of the employed parent or guardian, or who has not attained the age of 19 years and is following a course of full-time education, or is regarded as an apprentice under the statutory provisions; and/or
- (c) where they are wholly or substantially supported by the employee, a parent, brother or sister, or a son or daughter of an age in excess of the limits referred to in (b) above.

This agreement is not intended to prevent payment of amounts exceeding those specified if it is considered reasonable to do so.

6.1.2 Scale of compensation

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 12 months from the date of the assault: 100%.

6.1.3 Permanent total and absolute Permanent total and absolute disablement (other than as stated as item 1) from engaging in or giving attention to a profession or occupation of any kind: 100%

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

Detail	Percentage	
Total loss of hearing in both ears	40%	
Total loss of hearing in one ear	10%	
Complete loss of use of hip or knee or ankle	20%	
Removal of the lower jaw by surgical operation	30%	
Fractured leg or foot with established non union	25%	
Fractured knee-cap with established non-union	20%	
Shortening of a leg by at least 3 centimetres	15%	
Loss by amputation or complete loss of: (to be reversed if member of staff is left handed)	Right	Left
(i) One thumb	20%	17.5%
(ii) One index finger	15%	12.5%
(iii) Any other finger	10%	7.5%
(iv) One big toe	10%	10%
(v) Any other toe	3%	3%
Complete loss of use of shoulder or elbow	25%	20%
Complete loss of use of wrist	20%	15%

6.2 Working Time Regulations

6.2.1 Working Time Regulations Details of the Working Time Regulations and Agreement are provided in the shift working and working time for police staff policy procedure.

The policy includes the following information:

- Daily rest periods;
 - Breaks;
 - Weekly rest periods;
 - Maximum weekly working time levels;
 - Statutory annual leave provisions;
 - Health assessments for night workers; and
 - Night worker questionnaires.
-

6.3 Flexible Working Arrangements

6.3.1 See Flexible Working Arrangements – Police Staff policy.

The policy includes the following information:

- Part time terms and conditions of service, compressed hours and job sharing;
 - Leave and public holidays;
 - Application process;
 - Application not supported;
 - Appeals process;
 - Contract and hours of employment;
 - Cover during absences; and
 - Pay and allowances.
-

6.4 Career break scheme

6.4.1 West Yorkshire Police no longer operates a career break scheme for police staff. Staff members who commenced a career break on a previous scheme will continue to be covered by the provisions of the scheme that applied when they left.

6.5 Register for Job Alerts

6.5.1 Details Former employees, as well as others, can register their interest in working for West Yorkshire Police. This can be either as a police officer or any of the other many diverse staff roles both in and out of uniform that the organisation requires.

Individuals should visit the Jobs/Volunteer page on the West Yorkshire Police website and click on the “Register for Job Alerts” button. They will then be taken to an Expression of Interest page from where they will be able to apply to be registered for job alerts. Individuals will be required to submit their personal details so that they can be registered.

6.6 Retirement awards

6.6.1 Introduction The following scheme shall apply to all full time and part time employees on retirement.

6.6.2 Certificates of Loyal Service

Certificates of Loyal Service shall be presented where the Chief Constable considered these appropriate. Staff members who have been dismissed under performance/attendance or discipline, those who have a live discipline sanction and those who are subject to an ongoing disciplinary investigation on the date of leaving will not be entitled to a Certificate of Loyal Service.

Awards shall be given to employees on retirement who, at the date of retirement, have completed 15 or more years continuous service with the police force (for this purpose service shall include continuous service with the former West Yorkshire Metropolitan County Council and any local authority organisation within the West Yorkshire area from which the employee was recruited or transferred prior to 7 January 1999).

6.6.3 Retirement gift award

The value of the awards shall be related to the completed years of continuous service at the date of retirement. The award is irrespective of the level of hours worked, therefore, a part time person and a full time person with the same length of service would receive the same level of gift award.

Service before and after a career break will be counted when determining eligibility for the retirement gift award.

For the purposes of determining eligibility for the gift award, retirement is defined as a person leaving on or after their 55th birthday who is:

- Retiring; or
- Made redundant and, therefore, would ordinarily be entitled to receive their pension.

The value of the award is as follows:

(i)	15 years continuous full time service £149.00; and
(ii)	For every completed years' service after 15 years an additional £3.00 will be paid.

Note: No gift award is made for any service less than 15 years.

The award shall be a gift selected by the retiring employee. Cash payments shall **not** be made.

The employee should purchase the gift and then provide a receipt to the Force. The employee will be reimbursed for the purchased item. If the employee purchases a gift which is more expensive than their maximum award, the reimbursement will be limited to their entitlement.

An employee with less than 20 years' service with West Yorkshire Police, who receives a retirement gift award, will be taxed at 20% as per HMRC rules.

**6.6.4
Death in service**

If an employee with the necessary qualifying service dies while in the service of the police force the award shall be made to the employee's widow(er) or civil partner, in cash if preferred. No other relative shall be entitled to this concession.

6.7 Certificate of Service

**6.7.1
Introduction**

On leaving a certificate of service will be issued. The criteria for the Certificate will vary depending on the length of service of the staff member on leaving.

Further details about certificates of service for police staff are provided in the Medal Awards and Commendations policy. [Link](#)

If an employee completes 20 years' part time or full time service they will be nominated for the award of a police staff long service medal.

Where an individual is dismissed from the Force a certificate of service will not be issued.

**6.7.2
Previous police service**

The employee will be permitted to count previous eligible service as a police officer towards the award of the police staff long service medal, provided their police officer service has not already been used to receive the police officer Long Service and Good Conduct Medal. Other types of service may be counted at the discretion of the People Director.

The employee's application should be sent via their district commander or director or equivalent to the relevant Senior Employee Relations Advisor, who will comment on the submission and forward it to the People Director for decision.

6.8 Other allowances

**6.8.1
First aid allowance**

Force first aid arrangements are detailed in the First Aid Provision policy.

Police staff nominated first aiders will receive an allowance of 1% of SCP 31 per annum, paid in arrears.

Deputy first aiders will receive an allowance of 0.25% of SCP 31 per annum, paid in arrears.

**6.8.2
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.

**6.8.3
Overnight
allowance**

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.

The payment will only be made in a mutual aid situation where a staff member is asked to support investigations or operational activities of other Forces.

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.

This allowance shall only be paid if agreed in advance of the overnight absence by the 2nd line manager or equivalent.

Claims must be submitted via the Proactis system.

**6.8.4
Tool Allowance**

Vehicle Fleet Technicians (previously vehicle mechanics) are paid a tool allowance in order for them to provide and maintain their own tools and equipment. The current rate of allowance is available to view online. Entitlement to the allowance will cease on the date that a staff member leaves a vehicle fleet technician role, including if they are promoted to a team leader or supervisory position.

Staff members who provide their own tools in other roles are not entitled to receive an allowance as there is no expectation for staff in other roles to purchase and maintain their own equipment.

6.9 Secondments

**6.9.1
Secondments**

When an individual is on secondment if the area they are seconded to is subject to TUPE they would return to their substantive role and they would not be subject to a TUPE transfer. The return date may be delayed to ensure business continuity.

By supporting a secondment the substantive district/department of the staff member is agreeing to the terms detailed below regarding internal or external secondments:

Internal Secondments

The secondment will be expected to be for a maximum of two years but for specialist areas internal secondments of five years and, in exceptional circumstances, a longer period may be operated.

If the secondment is for two years or less the staff member's substantive post will not be filled permanently. The staff member would return to their role at the end of secondment.

If, however, the secondment is for longer than two years there should be a review carried out by the temporary manager, in consultation with both the substantive role line manager and Employee Relations. After consideration of the organisational needs for both roles, it may be agreed by the parties to delay permanently filling the secondee's substantive role for a further period.

If an extension is not agreed, the staff member must be given the option to return to their substantive post before it is permanently backfilled.

If the staff member decides to remain on their secondment at the end of the secondment, without an agreed delay in permanently backfilling their role, they would be placed at risk of redundancy and managed in accordance with the Organisational Change policy, when the secondment finishes.

External Secondments

The secondment will only be agreed for a maximum of two years. If the other organisation requests for the secondment to be extended further, it will only be agreed on the following basis:

- The staff member provides written confirmation that they understand at the end of the extended secondment they will be placed at risk of redundancy.
- The other organisation provides written confirmation that they agree to pay any statutory redundancy payment due to the staff member, if the individual does not secure an alternative role in West Yorkshire Police within the 90-day at risk period.
- The other organisation agrees to notify West Yorkshire Police of the end of the secondment as soon as practicable and no later than 95 days before the secondment is due to end.

Staff members on secondment prior to 12th May 2023 will continue to be covered by the secondment provisions that applied when their secondment commenced. This will apply for the full period of their secondment.

A secondment will only be considered for the full contracted hours of the staff member. This means that a fulltime staff member cannot go on a secondment elsewhere for say two days per week.

Appointments to Internal and External Trade Union Positions

The substantive posts of staff members who are appointed to internal full- or part-time Force Trade Union branch positions will not be permanently filled for the full period that they carry out the Trade Union branch position. At the end of their period working as a recognised Trade Union branch official, the staff member will return to their substantive role unless their post has been withdrawn due to organisational change. In this circumstance, the staff member will be covered under the provisions of the Organisational Change policy.

Any possible external secondment to a Trade Union position will be considered individually. If any such secondment is agreed by West Yorkshire Police, the arrangements for the operation of the secondment will be determined and agreed on a case-by-case basis.

Information and toolkits

**National Police
Staff Council**

Further information on the National Police Staff Council can be found online.

**Compassionate
leave and
dependants leave**

Frequently asked questions can be found online.

**RSSS and TSU Call
Out / Planned
Overtime Variation**

The Technical Support Unit (TSU) in the Protective Services Crime District and Regional Scientific Support Services (RSSS) have a variation to Terms and Conditions covering call out and planned overtime arrangements.

Details on the RSSS and TSU Call Out / Planned Overtime Variation can be found online
