



West Midlands Office for Policing and Crime Leave Policy

West Midlands Office for Policing and Crime (WMOPC) is committed to the principles of equality and diversity. No member of the public, member of staff, volunteer or job applicant shall be discriminated against on the grounds of age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; or sexual orientation.

Introduction

1. This policy applies to all members of staff.
2. The following categories of leave are available:

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3. All categories of leave should be agreed with the line manager and should be recorded on the office diary. All attendance records should be passed on a monthly basis to the Chief Executive. The arrangements for each category of leave may be slightly different, and these are set out below:

Annual Leave

4. For all staff the annual leave year runs from 1 April until the 31 March. Periods of leave should generally not exceed 15 working days. The Chief Executive will consider any requests for greater periods of leave.
5. A maximum of 35 days leave can be authorised prior to an individual retiring or resigning, to be made up of 15 days annual leave and 20 days of other leave.
6. Individuals may request to carry over (a maximum of 5 days) annual leave from the previous leave year. This should be taken by the end of May in the next leave year. Ordinarily this kind of request would be made towards the end of the existing leave year and only under special circumstances. Carry-over of up to 5 days must be authorised by your line manager and carry-over of more than 5 days must be authorised by the Chief Executive. There is no automatic right to carry forward days from one leave year to the next.

7. Staff will only be authorised to carry over more than five days in the most exceptional of circumstances, such as:
 - (a) unable to take specific periods of leave due to work commitments, and this has been documented and evidenced.
 - (b) absent through sickness
 - (c) absent through Maternity Leave
8. Public holidays:

Easter	- Two days
May	- One day
Spring Bank Holiday	- One day
August Bank Holiday	- One day
Christmas Bank Holiday	- Two days
New Year	- One day

Annual Leave and Maternity Leave:

9. An individual's annual leave will continue to accrue during maternity leave and absence. If the individual is uncertain of their intention to return to work, they should only take an amount of annual leave based on their service up until the end of their maternity pay period. If the individual decides not to return to work and they have taken their full year's annual leave they may have to repay the hours/days extra annual leave that would have accrued beyond their resignation date.
10. The individual should plan to take their annual leave during the appropriate leave year even if their maternity leave runs across a leave year.
11. When the individual is planning annual leave after the maternity leave they should arrange it through their line manager in the normal way, even though they are still on maternity leave. If the individual fails to make proper arrangements and return to work without having booked annual leave they may find that the particular period wanted is not available.
12. The individual will be entitled to accrue bank holiday entitlement whilst on maternity leave.

Annual Leave and Sick Leave

13. The individuals annual leave entitlement will continue to accrue during any period(s) that they are absent due to sickness.
14. If an individual has been unable to take their full annual leave entitlement before the end of the leave year because of sickness absence, they must request authorisation to carry forward any untaken leave to the following annual leave period. Authorisation to carry forward leave in this manner must be sought from the Chief Executive. The individual will only be allowed to take this leave once they have returned to work from sick leave. It is not permissible to take leave whilst on sick leave.

15. ANNUAL LEAVE ENTITLEMENTS:

Spinal Column Point	Basic Entitlement	After 5 Years
Up to 17	24 days	29 days
18 – 24	26 days	31 days
25 and above	28 days	33 days

Where service date appears in the middle of a leave year, year 5 entitlement to leave is shown in the table below:

Service Date	Annual Leave Entitlement		
	Up to SCP 17	SCP 18 – 24	SCP 25 and above
	Days	Days	Days
April	29.0	31.0	33.0
May	28.6	30.6	32.6
June	28.2	30.2	32.2
July	27.8	29.8	31.8
August	27.3	29.3	31.3
September	26.9	28.9	30.9
October	26.5	28.5	30.5
November	26.1	28.1	30.1
December	25.7	25.7	29.7
January	25.3	27.3	29.3
February	24.8	26.8	28.8
March	24.4	26.4	28.4

CALCULATION OF PART-TIME ANNUAL LEAVE ENTITLEMENT (FULL YEAR)

16. To calculate part-time entitlements take part-time hours and divide by normal full-time hours (36.5hrs)

Example 1

Staff on SCP 17 wishes to go to P/T hrs of 18.25 per week
 $18.25 \text{ (PT hrs)} \div 36.5 \text{ (FT hrs)} = 0.5 \text{ (FTE)}$

Initially convert the annual leave from days into hours (this would be 7.30 as the 0.30 represents 18 minutes from a standard 7 hours and 18 minutes standard day). Then multiply full-time annual leave allocation for the relevant SCP by the FTE shown above:

$$24 \text{ days} \times 7.30 = 175.20 \text{ hours}$$

$$175.2 \times 0.5 = 87.6 \text{ hrs annual leave allocation for the year.}$$

Then convert the hours back into days:

$$87.60 \text{ hours} \div 7.30 = 12 \text{ days}$$

This would equate to 87hrs 0.6minutes, please use the table below to work out the percentage of minutes.

Percentage	Minutes
0.05	3
0.1	6
0.2	12
0.3	18
0.4	24
0.5	30
0.6	36
0.7	42
0.8	48
0.9	54

CALCULATIONS OF PART-TIME ANNUAL LEAVE ENTITLEMENT (PART-YEAR)

17. To calculate part-time entitlement for part of the leave year, first ascertain how many months have been worked at full-time and what remaining months will be worked at part-time. Once this is established, a pro-rata leave entitlement must be calculated based on both full-time and part-time hours.

Example 1

A member of police staff with entitlement to 26 days annual leave a year worked April to December full time (9 months) then wishes to go part time to 18.25 hours per week for the remainder of the year (3 months).

To calculate the full time pro rata allocation take the annual leave entitlement, divide by months in the year (12) and multiply by the months worked at full time.

$$\frac{26 \text{ days}}{12 \text{ months}} \times 9 \text{ months (worked)} = 19.50 \text{ days full time allocation}$$

To calculate the part time pro rata allocation the part time factor needs to be established

$$\frac{18.25}{36.50} = 0.50 \text{ (factor)}$$

Then multiply full time allocation by the factor to give part time allocation

$$\frac{26 \text{ days}}{0.50} = 13 \text{ days}$$

As the individual will only be working 3 months of the leave year at part time divide the full year entitlement by 12 (months) and multiply by 3 (worked).

$$\frac{13 \text{ days}}{12 \text{ months}} \times 3 \text{ worked} = 3.25 \text{ days}$$

Add this allocation to the full time pro rata allocation to give the full years annual leave allocation:

$$\begin{aligned} \text{Full time} &= 19.50 \text{ days} \\ \text{Part time} &= 3.25 \text{ days} \\ \text{Total} &= 22.75 \text{ days} \end{aligned}$$

CALCULATION OF ANNUAL LEAVE TO RESIGNATION/RETIREMENT DATE

18. Individuals who retire or resign part way through a leave year will only be entitled to accrue annual leave up until their last working day. It is expected that individuals will take all of their outstanding leave before they leave WMOPC.
19. However, in exceptional cases, where, on the basis of organisational need, an individual is prevented from taking their annual leave entitlement prior to leaving, management may authorise the payment of a maximum of 10 days leave. Managers should ensure that decisions taken to pay annual leave are based on organisational need only, i.e. handover of tasks, completion of a particular project, etc and will stand up to scrutiny. Any annual leave which has been taken above their allocation by the last working day will be deducted from the individual's final salary.
20. In order to calculate annual leave allocation pro-rata until a resignation/retirement date, firstly calculate the annual leave allocation by using the allocations defined above for the year then pro-rata this by dividing the total amount by 12 and then multiply by the number of months worked during the annual leave year until the last working day.
21. To ascertain whether the individual has any undertaken or overtaken annual leave subtract all taken leave from the pro-rata allocation which will give a minus figure (annual leave overtaken) or a plus figure (annual leave outstanding).
22. A maximum of 35 days leave can be authorised prior to an individual retiring or resigning, to be made up of 15 days annual leave and 20 days of other leave, i.e. time owing or Always There Banked Days.

PART-TIME WORKERS CALCULATION OF CONTRACTED HOURS

23. Although full time members of staff who work 36.5 hours a week are paid for 37 hours, this benefit is not mirrored for part-time staff. To address this issue, which, in effect means that part-time employees actually receive a lower hourly rate than full time employees, part-time staff are entitled to receive an equivalent benefit.
24. Part – time police staff will be entitled to receive a pro-rata reduction in working time, i.e. a percentage of the half hour.
25. Please note that the annual entitlement should be calculated to the nearest 15 minutes and this time must be added to the individuals annual leave allocation. The ready reckoner is attached at Appendix A.
26. The formula to calculate this is as follows:
$$\frac{\text{Part time hours} \times 30 \text{ minutes (0.50 as a decimal)} \times \text{weeks in a year}}{\text{Full time Hours Worked}}$$

Weeks in a year is calculated by 365 days in a year / 7 days per week = 52.143 weeks

Example

A member of staff works 20 hours per week

20 hours x 0.50 x 52.143 = 14.28 rounded to **14.25 hours**

This figure would then be added to the individuals annual leave allocation for the year.

PART-TIME WORKERS CALCULATION OF PUBLIC HOLIDAY ENTITLEMENT

27. Part-time workers are entitled to a pro-rata public holiday entitlement in line with the entitlement for full-time employees. The force recognises 8 public holidays (see paragraph 8).
28. By law the dates of bank holidays can be changed, and other holidays may be declared by Government to celebrate special occasions.
29. To calculate the pro-rata allocations of public holiday entitlement takes the total number of bank holidays (8) and multiply by the normal working hours for a day (7.18)
30. In order to work out the pro-rata allocation you would multiply this by the individual's FTE.

Example 1

P/T employee working 18.25hrs per week. To calculate the individual FTE divide the P/T hrs by the normal F/T:

18.25 hrs divided by 36.5 hrs = 0.5 (FTE)

Public holiday entitlement 8 x 7.3 (0.3 represents the 18 minutes) = 58.44 hrs

P/T public holiday entitlement 58.44 x 0.5 (FTE) = 29.2 hrs

This figure would then be added to the individual's annual leave allocation for the year.

PUBLIC HOLIDAYS THAT FALL ON A FREE DAY (NON WORKING DAY)

31. If the public holiday falls on a day that the individual would not normally work due to flexible working then they would take the day off as normal.

PUBLIC HOLIDAYS THAT FALL ON A NORMAL WORKING DAY

32. If the individual takes the day as a public holiday as there is no requirement for them to work this day then they should book the day off as annual leave using the hours from their annual leave entitlement.
33. If the individual has to work this day then there would be no requirement for them to use any annual leave, however no additional time owing/time in lieu would be accrued as this has already been factored into their annual leave entitlement as above.

MATERNITY LEAVE POLICY

34. Policy Statement

- This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for ante-natal care, pregnancy-related sickness, health and safety, and maternity leave. It does not apply to agency workers or the self-employed.
- This policy does not form part of any employee's contract of employment and we may amend it at any time.

DEFINITIONS

35. The definitions in this paragraph apply in this policy:

Expected week of childbirth: the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.

Qualifying week: the fifteenth week before the Expected Week of Childbirth.

36. NOTIFICATION

- a. You must inform your line manager as soon as possible that you are pregnant. This is important as there may be health and safety considerations.
- b. Before the end of the Qualifying Week, or as soon as reasonably practicable afterwards, you must notify your line manager in writing:
 - a. that you are pregnant;
 - b. the Expected Week of Childbirth; and
 - c. the date on which you would like to start your maternity leave ("**Intended Start Date**").
- c. You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

37. TIME OFF FOR ANTE-NATAL CARE

- a. If you are pregnant you may take reasonable paid time off during working hours for ante-natal care including hospital, clinic, GP appointments, and routine check-ups. You should try to give us as much notice as possible of the appointment. If a choice of appointment times is provided, you should consider selecting the appointment which is least disruptive to WMOPC.
- b. We may ask you to provide the following, unless it is the first appointment:
- c. a certificate from the doctor, midwife or health visitor stating that you are pregnant; and
- d. an appointment card.

38. SICKNESS

- a. Periods of pregnancy-related sickness shall be paid in accordance with our Pay Policy.
- b. Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.
- c. If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically.

39. HEALTH AND SAFETY

- a. We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding. Line managers will ensure that a risk assessment is carried out.
- b. When the line manager is advised of a pregnancy he or she should advise the Chief Executive of the individual's pregnancy and ensure that a risk assessment is completed with the individual within seven days of being notified of the pregnancy. In some cases it may be necessary to make temporary adjustments to working arrangements until a full risk assessment can be carried out. The line manager must ensure that any restrictions advised by your GP are taken into consideration and are included as part of the risk assessment. The line manager will also be responsible for carrying out a further risk assessment upon your return to work from maternity leave.
- c. We will provide you with information as to any risks identified in the risk assessment, and any preventative and protective measures that have been or will be taken. If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal work we will take such steps as are necessary (for as long as they are necessary) to avoid those risks. This may involve:
 - a. changing your working conditions of hours or work;
 - b. offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
 - c. suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.
- d. The risk assessment should consider the following:
 - a. The risk of injury or infection (primary or secondary);
 - b. The risk of exposure to hazardous substances;
 - c. Confrontational duties;

- d. Tasks which involve high levels of psychological or physical fatigue;
 - e. Tasks which involve long periods of standing, sitting or travelling;
 - f. Manual handling;
 - g. Extremes of hot and cold; and
 - h. Management of working hours, including start times and finish times.
- e. Separate arrangements for nursing mothers to express and store milk in privacy will be provided.

ENTITLEMENT TO MATERNITY LEAVE

40. All employees are entitled to up to 52 weeks' maternity leave which is divided into:

- a. Ordinary maternity leave of 26 weeks ("**OML**").
- b. Additional maternity leave of a further 26 weeks immediately following OML ("**AML**").

41. STARTING MATERNITY LEAVE

- a. The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).
- b. You must notify us of your Intended Start Date in accordance with paragraph 36. Your line manager will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave ("**Expected Return Date**").
- c. You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.
- d. You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.
- e. Maternity leave shall start on the earlier of:
 - a. Your Intended Start Date (if notified in accordance with this policy); or
 - b. The day after any day which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth; or
 - c. The day after you give birth.
- f. If you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth, you must let us know as soon as possible in writing. Maternity leave will be triggered unless we agree to delay it.
- g. If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.

- h. The law prohibits you from working during the two weeks following childbirth.
- i. Shortly before your maternity leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

42. MISCARRIAGES AND STILLBIRTH

- a. In the sad event of miscarriage before 24 weeks, then sympathetic consideration will be given to the granting of compassionate leave or sick leave.
- b. In the sad event of stillbirth after the 24th week of pregnancy the individual will be entitled to maternity leave and pay as set out in this policy.
- c. We understand that people all deal with grief in different ways and support and advice will be made available.

43. STATUTORY MATERNITY PAY

- a. Statutory Maternity Pay (“**SMP**”) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with this policy). You are entitled to SMP if:
 - a. You have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
 - b. Your average weekly earnings during the eight weeks ending with the Qualifying Week (“**the Relevant Period**”) are not less than the lower earnings limit set by the Government;
 - c. You provide us with a doctor’s or midwife’s certificate (MAT B1 form) stating your Expected Week of Childbirth;
 - d. You give at least 28 days’ notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
 - e. You are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.
- b. SMP is calculated as follows:
 - a. First six weeks: SMP is paid at the Earnings-Related Rate of 90% of your average weekly earnings calculated over the Relevant Period;
 - b. Remaining 33 weeks: SMP is paid at the Prescribed Rate which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.
- c. SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.
- d. You shall still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such

cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:

- a. The week following the week in which employment ends; or
 - b. The 11th week before the Expected Week of Childbirth.
- e. If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

44. OCCUPATIONAL MATERNITY PAY

- a. You will be entitled to Occupational Maternity Pay (“OMP”) if:
 - a. you have been continuously employed by us for more than one year, as at the 11th week before the Expected Week of Childbirth;
 - b. You provide us with a doctor’s or midwife’s certificate (MAT B1 form) stating your Expected Week of Childbirth;
 - c. You give at least 28 days’ notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
 - d. You are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.
- b. OMP will be paid as follows:
 - a. The first six weeks at 90% of full pay, or the Earnings-Related Rate (whichever is the greater);
 - b. The following 12 weeks at 50% of full pay plus the lower of the Prescribed Rate and the Earnings-Related Rate (unless the two elements added together equal more than full pay, in which case you will be paid at 90% of full pay); and
 - c. The final 21 weeks at the Prescribed Rate.
- c. If you do not return to work for a period of at least three months following the end of your maternity leave, you will be obliged to repay any payments (in excess of your statutory entitlement) made to you.

45. TERMS AND CONDITIONS DURING OML AND AML

- a. All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. In particular:
 - a. Benefits in kind shall continue; and
 - b. Annual leave entitlement under your contract shall continue to accrue.

- b. If you are a member of a Trade Union and are on unpaid maternity leave, contributions will cease until you return to work. However, you will still be covered by the scheme.

46. ANNUAL LEAVE

- a. During OML and AML, your annual leave will accrue at the rate provided under your contract of employment.
- b. If the holiday year is due to end during your maternity leave, you should ensure that you have taken the full year's entitlement before starting your maternity leave. If this is not possible, accrual will be carried over.
- c. Our annual leave year runs from 1 April until 31 March.
- d. You will also be entitled to accrue bank holiday entitlement whilst on maternity leave.

47. PENSIONS

- a. This paragraph only applies if you are a member of the Local Government Pension Scheme.
- b. A period of paid maternity leave counts as pensionable service, provided you make the necessary minimum contributions based on the maternity pay you are receiving.
- c. If you are not entitled to SMP but are, or have applied to become, a member of the Local Government Pension Scheme, you will be treated as if you have paid contributions during OML based on the pay that you would have been receiving had you not been absent.
- d. Unpaid maternity leave time shall not count as pensionable service other than as set out in paragraph 47(c). However, you may if you wish make contributions, or you may make up for missed contributions at a later date. Your contributions will be based on the last rate of pay you received. If you wish to pay pension contributions in relation to unpaid maternity leave you should discuss this request with your line manager who will then obtain suitable advice.
- e. If you do not return to work your pensionable service will be deemed to have ceased on the day that contributions ceased to be paid in respect of you.

48. KEEPING IN TOUCH

- a. We may make reasonable contact with you from time to time during your maternity leave. It is the responsibility of the line manager to ensure that contact is maintained by themselves or another designated individual.
- b. Before the start of your maternity leave, mutual arrangements for maintaining contact during maternity leave should be discussed between the line manager and the individual. Discussion should take place regarding:
 - a. Convenient times of the day for telephone calls/visits;

- b. Frequency of contact;
 - c. Updating information, working arrangements, career/promotion opportunities;
 - d. Any changes in the work place;
 - e. Arrangements for advising when the baby is born;
 - f. Who to contact in the event of emergency, welfare needs, etc; and
 - g. Reviewing the risk assessment for attending Keeping in Touch days.
- c. You may work (including attending training) for up to ten days (“**Keeping in Touch days**”) during maternity leave without bringing your maternity leave, SMP or OMP to an end. You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth. The line manager will then liaise with payroll to ensure appropriate payment.
 - d. You must keep a record of each day or part day that is worked and at the end of each Keeping in Touch day your line manager should sign this off.
 - e. Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements your return and so that a Return to Work Action Plan may be drawn up. This may cover:
 - a. Updating you on any changes that have occurred since your absence;
 - b. Any training needs you might have; and
 - c. Any changes to working arrangements (for example, if you have made a request to work part-time).

49. EXPECTED RETURN DATE

- a. Once you have notified us in writing of your Intended Start Date, your line manager shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) your line manager shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.
- b. We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your maternity leave, you are able to confirm that you will be returning to work as expected.

50. RETURNING EARLY

- a. If you wish to return to work earlier than the Expected Return Date, you must give eight weeks’ prior notice. It is helpful if you give this notice in writing.
- b. If not enough notice is given, we may postpone your return date until eight weeks after you have given notice, or to the Expected Return Date if sooner.

51. RETURNING LATE

- a. If you wish to return later than the Expected Return Date, you should either:
 - a. Request unpaid parental leave, giving us as much notice as possible but not less than 21 days; or
 - b. Request paid annual leave in accordance with your contract, which will be at our discretion.
- b. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.
- e. In any other case, late return will be treated as unauthorised absence.

52. DECIDING NOT TO RETURN

- a. If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.
- b. Once you have given notice that you will not be returning to work, you cannot change your mind without agreement.
- c. This does not affect your right to receive SMP.

53. YOUR RIGHTS WHEN YOU RETURN

- a. You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.
- b. However, if you have taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position; we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

RETURNING TO WORK PART-TIME

- 54. We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible.

PATERNITY POLICY

Policy Statement

55. This policy outlines employees' entitlement to paternity leave and sets out the arrangements for taking it. The policy does not apply to agency workers or the self-employed.
56. This policy does not form part of any employee's contract of employment and we may amend it at any time.

57. DEFINITIONS

- **Partner:** someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.
- **Expected Week of Childbirth:** the week, beginning on a Sunday, in which their doctor or midwife expects your spouse, civil partner or Partner to give birth.
- **Expected Placement Date:** the date on which an adoption agency expects that it will place a child into your care with a view to adoption.
- **Relevant Period:**
 - (a) In birth cases, the eight-week period ending with the 15th week before the Expected Week of Childbirth; and
 - (b) in adoption cases, the eight-week period ending with the week in which you or your spouse, civil partner or Partner were notified of being matched with the child.

ENTITLEMENT TO PATERNITY LEAVE

58. Certain employees can take paternity leave in relation to the birth or adoption of a child. However, in adoption cases paternity leave is not available to an employee who decides to take adoption leave. Further details of adoption leave are set out in our Adoption Policy.
59. You are entitled to Ordinary Paternity Leave ("**OPL**") if you meet all the following conditions:
- (a) You have been continuously employed by us for at least 26 weeks ending with:
 - (i) in birth cases, the 15th week before the Expected Week of Childbirth; or
 - (ii) in adoption cases, the week in which you or your Partner are notified by an adoption agency that you/they have been matched with a child.
 - (b) You:
 - (i) are the biological father of the child;

- (ii) have been matched with a child by an adoption agency;
 - (iii) are the spouse, civil partner or Partner of the child's mother; or
 - (iv) are the spouse, civil partner or Partner of someone who has been matched with a child by an adoption agency.
- (c) You:
- (i) expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or
 - (ii) are the child's biological father and you expect to have some responsibility for the child's upbringing.
- (d) Your intended leave is for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.
60. You are entitled to Additional Paternity Leave ("**APL**") if, in addition to the conditions in paragraph 59 above
- (a) You remain employed by us until the week before the first week of your APL;
 - (b) The child's mother or your co-adopter, as the case may be, has been entitled to statutory leave:
 - (i) in birth cases, the child's mother has been entitled to maternity leave, statutory maternity pay or maternity allowance in respect of her pregnancy, or
 - (ii) in adoption cases, the child's adopter has been entitled to one or both of adoption leave or statutory adoption pay in respect of the child's adoption; and
 - (c) The child's mother or your co-adopter, as the case may be, has returned to work.

TIMING AND LENGTH OF PATERNITY LEAVE

61. OPL must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.
62. OPL can be taken from the date of the child's birth or adoption placement, but must end:
- (a) in birth cases, within 56 days of the child's birth, or if they were born before the first day of the Expected Week of Childbirth, within 56 days of the first day of the Expected Week of Childbirth.
 - (b) in adoption cases, within 56 days of the child's placement.
63. APL must be taken as multiples of complete weeks and as one period. The minimum amount of APL that can be taken is two weeks and the maximum is 26 weeks.
64. APL must be taken in the period beginning 20 weeks after the child's date of birth, or adoption placement, and ending 12 months after that date of birth or adoption.

NOTIFICATION (BIRTH)

65. If you wish to take OPL in relation to a child's birth, you must give your line manager notice in writing of your intention to do so and confirm:
- (a) The Expected Week of Childbirth;
 - (b) Whether you intend to take one week's leave or two consecutive weeks' leave; and
 - (c) When you would like to start your leave. You can state that your leave will start on:
 - (i) the day of the child's birth;
 - (ii) a day which is a specified number of days after the child's birth; or
 - (iii) a specific date later than the first day of the Expected Week of Childbirth.
66. You must give notice under paragraph 65 by the end of the 15th week before the Expected Week of Childbirth (or, if this is not possible, as soon as you can).
67. We may require a signed declaration from you that you are taking OPL for a purpose for which it is intended; namely, to care for the child or to support the child's mother in caring for the child.
68. If you wish to take APL in relation to a child's birth, you must provide your line manager with the following at least eight weeks before the date on which you would like to start your leave:
- (a) A written notice stating:
 - (i) the Expected Week of Childbirth;
 - (ii) the child's date of birth; and
 - (iii) the dates on which you would like your APL to start and finish.
 - (b) A signed declaration confirming that:
 - (i) you are either the child's father or that you are the spouse, partner or civil partner of the child's mother;
 - (ii) apart from the child's mother, you have or expect to have the main responsibility for the upbringing of the child; and
 - (iii) you wish to take APL in order to care for the child.
 - (c) A written declaration from the child's mother stating:
 - (i) her name, address and national insurance number;
 - (ii) the date she intends to return to work;
 - (iii) your relationship with the child;

- (iv) that, to her knowledge, you are the only person exercising an entitlement to APL in respect of the child; and
 - (v) that she consents to us processing the information she has provided.
69. Your line manager will write to you to confirm the start and finish dates of your APL within 28 days of receiving your notice, your declaration and the child's mother's declaration.
70. We may require you to provide a copy of the child's birth certificate and the name and address of the mother's employer or, if she is self-employed, her business address.

NOTIFICATION (ADOPTION)

71. If you wish to take OPL in relation to the adoption of a child, you must give your line manager notice in writing of your intention to do so and confirm:
- (a) The date on which you and/or your spouse, civil partner or Partner were notified of having being matched with the child, together with the Expected Placement Date;
 - (b) Whether you intend to take one week's leave or two consecutive weeks' leave; and
 - (c) When you would like to start your leave. You can state that your leave will start on:
 - (i) the day on which the child is placed with you or the adopter;
 - (ii) a day which is a specified number of days after the child's placement; or
 - (iii) a specific date later than the Expected Placement Date.
72. You must give notice under paragraph 71 no more than seven days after you and/or your spouse, civil partner or Partner were notified of having been matched with the child (or, if this is not possible, as soon as you can).
73. We may require a signed declaration from you that you are taking OPL for a purpose for which it is intended; namely, to care for the child or to support your spouse, civil partner or Partner in caring for the child.
74. If you wish to take APL following a child's adoption, you must provide your line manager with the following at least eight weeks before the date on which you would like to start your leave:
- (a) a written notice stating:
 - (i) the date on which you were notified that you had been matched with the child;
 - (ii) the date on which the child was placed with you; and
 - (iii) the dates on which you would like your APL to start and finish.

- (b) a signed declaration confirming that:
 - (i) you have been matched for adoption with the child;
 - (ii) you are either the spouse, Partner or civil partner of the child's co-adopter; and
 - (iii) You wish to take APL in order to care for the child
 - (c) a written declaration from the child's adopter stating:
 - (i) their name, address and National Insurance number;
 - (ii) the date they intend to return to work;
 - (iii) that you are their spouse, Partner or civil partner; and
 - (iv) that they consent to us processing the information they have provided.
75. Your line manager will write to you to confirm the start and finish dates of your APL within 28 days of receiving your written notice, your declaration and the adopter's declaration.
76. We may require you to provide the following:
- (a) The name and address of the adopter's employer or, if they are self-employed, their business address.
 - (b) Documentary evidence issued by the adoption agency that matched you with the child which confirms:
 - (i) the name and address of the adoption agency;
 - (ii) the date on which you were notified that you had been matched with the child; and
 - (iii) the date on which the agency expected to place the child with you.

CHANGING THE DATES OF OPL OR APL

77. Where you are to take OPL in respect of a child's birth, you can give your line manager written notice to vary the start date of your leave from that which you originally specified in the notice given under paragraph 65. This notice should be given:
- (a) Where you wish to vary your leave to start on the day of the child's birth, at least 28 days before the first day of the Expected Week of Childbirth.
 - (b) Where you wish to vary your leave to start a specified number of days after the child's birth, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth.
 - (c) Where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

78. Where you are to take OPL in respect of a child's adoption, you can give your line manager written notice to vary the start date of your leave from that which you originally specified in the notice given under paragraph 71. This notice should be given:
- (a) Where you wish to vary your leave to start on the day that the child is placed with you or the adopter, at least 28 days before the Expected Placement Date.
 - (b) Where you wish to vary your leave to start a specified number of days after the child's placement, at least 28 days (minus the specified number of days) before the Expected Placement Date.
 - (c) Where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.
79. If you are unable to give us 28 days' written notice of the wish to vary the start of your leave as set out above, you should give your line manager written notice of the change as soon as you can.
80. Where you are to take APL, following either the birth or adoption of a child, you are entitled to give us written notice to cancel or vary the start and/or finish dates that you previously notified to us. You need to do this:
- At least six weeks before the date you originally told us was the date on which you wanted to start APL; or
 - If you want to start your APL earlier than that start date, at least six weeks before the date on which you now wish to start your APL.
81. If you are unable to give six weeks' notice you should give your line manager written notice of your wishes as soon as possible. However, in these circumstances, if we are unable to accommodate your request we may require you to take a period of APL of up to six weeks starting on either your original or revised start date.

PATERNITY PAY FOR OPL

82. If you take OPL in accordance with this policy, you will be entitled to full pay for the duration of your OPL. This will include any entitlement to Ordinary Statutory Paternity Pay.

ADDITIONAL STATUTORY PATERNITY PAY

83. If you take APL in accordance with this policy, you may be entitled to Additional Statutory Paternity Pay ("**ASPP**"). Whether and, if so, for how long you may be entitled to ASPP will depend on:
- (a) Your average weekly earnings being not less than the lower earnings limit set by the government during the Relevant Period; and
 - (b) The child's mother or your co-adopter, as the case may be, having returned to work with at least two weeks of their maternity allowance, maternity pay or adoption pay period remaining. Your entitlement to ASPP will equate to the number of weeks of unexpired maternity allowance, maternity pay or adoption pay that remained when the child's mother or your co-adopter returned to work.

84. OSPP and ASPP are paid at the Prescribed Rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower ("**the Earnings-Related Rate**")

OCCUPATIONAL PATERNITY PAY

85. You have been entitled to Occupational Paternity Pay ("**OPP**") in relation to APL if:
- (a) You have been continuously employed by us for more than one year as at the eleventh week before either:
 - (i) the Expected Week of Childbirth or
 - (ii) the date on which you or your spouse, civil partner or Partner were notified of being matched with the child; and
 - (b) You have complied with the relevant notification requirements as set out in this policy.
86. Occupational Paternity Pay will be paid at the same rate as Occupational Maternity Pay for the balance of the 39 week payment period which remains when the child's mother or your co-adopter as the case may be returns to work. For example, if the child's mother or your co-adopted as the case maybe, has taken six weeks Ordinary Maternity Leave, you will be entitled to:
- (i) the following 12 weeks at 50% of full pay plus the lower of the Prescribed Rate, or the Earnings-Related Rate (unless the two elements added together equal more than full pay, in which case you will be paid at 90% of full pay); and
 - (ii) the final 21 weeks at the Prescribed Rate.

Please see the Maternity Policy for full details.

87. If you do not return to work for a period of at least three months following the end of your paternity leave, you will be obliged to repay any payments (in excess of your statutory entitlement) made to.

TERMS AND CONDITIONS DURING OPL AND APL

88. All the terms and conditions of your employment remain in force during OPL and APL, except for the terms relating to pay. In particular:
- (a) Benefits in kind shall continue; and
 - (b) Annual leave entitlement under your contract shall continue to accrue.
89. If you are a member of a Trade Union and are on unpaid maternity leave, contributions will cease until you return to work. However, you will still be covered by the scheme.

ANNUAL LEAVE

90. During OPL and APL, annual leave will accrue at the rate provided under your contract of employment.
91. If the holiday year is due to end during your absence on paternity leave, you should ensure that you have taken your full year's entitlement before your paternity leave starts.
92. Our holiday year runs from 1 April until 31 March.

PENSIONS

93. This paragraph only applies if you are a member of the Local Government Pension Scheme.
94. A period of paid paternity leave counts as pensionable service, provided you make the necessary minimum contributions based on the paternity pay you are receiving.
95. If you are not entitled to ASPP but are, or have applied to become, a member of the Local Government Pension Scheme, you will be treated as if you have paid contributions during APL based on the pay that you would have been receiving had you not been absent.
96. Unpaid paternity leave time shall not count as pensionable service other than as set out above. However, you may if you wish make contributions, or you may make up for missed contributions at a later date. Your contributions will be based on the last rate of pay you received. If you wish to pay pension contributions in relation to unpaid paternity leave you should discuss this request with your line manager who will then obtain suitable advice.
97. If you do not return to work your pensionable service will be deemed to have ceased on the day that contributions ceased to be paid in respect of you.

KEEPING IN TOUCH DURING APL

98. We may make reasonable contact with you from time to time during your APL. It is the responsibility of the line manager to ensure that contact is maintained by themselves or another designated individual.
99. Before the start of the APL, mutual arrangements for maintaining during APL should be discussed between the line manager and the individual.

Discussion should take place regarding:

- (a) Convenient times of the day for telephone calls/visits;
- (b) Frequency of contact;
- (c) Updating information, working arrangements, career/promotion opportunities;
- (d) Any changes in the work place;
- (e) Who to contact in the event of emergency, welfare needs etc.

100. You may work (including attending training) for up to ten days. (“**Keeping in Touch days**”) during APL without bringing your APL or paternity pay to an end. You are not obliged to undertake any such work during APL.
101. You must keep a record of each day or part day that is worked and the end of the each Keeping in Touch day your line manager should sign this off.
102. Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return and so that a Return to Work Action Plan may be drawn up. This may cover:
 - (a) Updating you on any changes that have occurred since your absence;
 - (b) Any training needs you might have; and
 - (c) Any changes to working arrangements (for example, if you have made a request to work part-time).

RETURNING TO WORK

103. You are normally entitled to return to work following either OPL or APL to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.
104. However, if you have combined your OPL and APL with a period of:
 - (a) additional maternity leave;
 - (b) additional adoption leave; or
 - (c) parental leave of more than four weeks, and it is not reasonably practicable for you to return to the same job, we will offer you a suitable and appropriate alternative position.
105. If you wish to return early from APL, you must give us at least six weeks’ prior notice. Your ability to do so is subject to the matters set out in paragraphs 71 – 74.
106. If you wish to postpone your return from APL, you should either:
 - (a) Request unpaid parental leave, giving us as much notice as possible but not less than 21 days; or
 - (b) Request paid annual leave in accordance with your contract, which will be at our discretion.
107. If you are unable to return to work from APL as expected due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.
108. In any other case, a late return will be treated as unauthorised absence.
109. We will deal with any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case-by-case basis. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible.

110. If you do not intend to return to work or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should submit your resignation in accordance with your contract. Once you have done so you will be unable to change your mind without our agreement. This does not affect your right to receive SPP.

ADOPTION POLICY

Policy Statement

111. This policy outlines the statutory rights and responsibilities of employees who adopt, and sets out the arrangements for adoption leave. It only applies to employees and does not apply to agency workers or the self-employed.
112. This policy does not form part of any employee's contract of employment and it may be amended at any time.

DEFINITIONS

113. The definitions in this paragraph apply in this policy.

Qualifying Week: the week, starting on a Sunday, in which you are notified in writing by an adoption agency of having been matched with a child.

Expected Placement Date: the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

Ordinary Adoption Leave ("OAL"): a period of up to 26 weeks' leave available to all employees who qualify for adoption leave.

Additional Adoption Leave ("AAL"): a further period of up to 26 weeks' leave immediately following OAL.

ENTITLEMENT TO ADOPTION LEAVE

114. Adoption leave is only available if you are adopting through a UK or overseas adoption agency. It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.
115. You are entitled to adoption leave if you meet all the following conditions
- (a) An adoption agency has given you written notice that it has matched you with a child for adoption and tells you the Expected Placement Date.
 - (b) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
 - (c) You have been continuously employed by us for at least 26 weeks ending with the Qualifying Week.
 - (d) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

116. You are only entitled to one period of adoption leave, irrespective of whether more than one child is placed for adoption as part of the same arrangement.

NOTIFICATION OF INTENTION TO TAKE LEAVE

117. You must give your line manager notice in writing of:

- (a) the Expected Placement Date; and
- (b) your intended start date for adoption leave ("**Intended Start Date**").

118. This notice should be given not more than seven days after the agency notified you in writing that it has matched you with a child. Or, if this is not possible, as soon as is reasonably practicable.

119. At least 28 days before your intended start date (or, if this is not possible, as soon as you can), you must also provide your line manager with:

- (a) A matching certificate from the adoption agency confirming:
 - (i) the agency's name and address;
 - (ii) the date you were notified of the match; and
 - (iii) the expected placement date.
- (b) Written confirmation that you intend to take statutory adoption leave and not statutory paternity leave.

OVERSEAS ADOPTIONS

120. If you are adopting a child from overseas, the following will apply:

- (a) You must have received notification that the adoption has been approved by the relevant UK authority ("**Official Notification**").
- (b) You must give us notice in writing of:
 - (i) your intention to take adoption leave;
 - (ii) the date you received Official Notification; and
 - (iii) the date the child is expected to arrive in Great Britain.

121. This notice should be given as early as possible but in any case within 28 days of receiving official notification (or, if you have less than 26 weeks' employment with us at the date of official notification, within 30 weeks of starting employment).

122. You must also give us at least 28 days' notice in writing of your intended start date. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child's arrival in Great Britain.

123. You must also notify us of the date the child arrives in Great Britain within 28 days of that date.

124. We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

STARTING ADOPTION LEAVE

125. OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.
126. You must notify your line manager of your intended start date in accordance with paragraph 117. Your line manager will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to adoption leave ("**Expected Return Date**").
127. You can postpone your intended start date by informing your line manager in writing at least 28 days before the original date or, if that is not possible, as soon as you can.
128. You can bring forward your intended start date by informing your line manager in writing at least 28 days before the new start date or, if that is not possible, as soon as you can.
129. Shortly before your adoption leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

STATUTORY ADOPTION PAY

130. Statutory adoption pay ("**SAP**") is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted (except where you are simply keeping in touch. You are entitled to SAP if:
- (a) You have been continuously employed for at least 26 weeks at the end of your qualifying week and are still employed by us during that week;
 - (b) Your average weekly earnings during the eight weeks ending with the qualifying week ("relevant period") are not less than the lower earnings limit set by the government; and
 - (c) You have given us the relevant notifications.
- 131 SAP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the relevant period if this is lower
- 132 SAP accrues with each complete week of absence but payments shall be made on the next normal payroll date. Income tax, national insurance and pension contributions shall be deducted as appropriate
- 133 If you leave employment for any reason (for example, if you resign or are made redundant) you shall still be eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP shall start:
- (a) 14 days before the Expected Placement Date; or
 - (b) the day after your employment ends,

Whichever is the later.

134. If you become eligible for a pay rise before the end of your adoption leave, you will be treated for SAP purposes as if the pay rise had applied throughout the relevant period. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the earnings-related rate (if any) will also be increased as necessary.

OCCUPATIONAL ADOPTION PAY

135. You will be entitled to occupational adoption pay ("OAP") if:

- (a) You have been continuously employed by us for more than one year by the start of the qualifying week;
- (b) An adoption agency has given you written notice that it has matched you with a child for adoption and tells you the expected placement date.
- (c) You have notified the agency that you agree to the child being placed with you on the expected placement date.
- (d) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).
- (e) You have complied with the relevant notification as set out in this policy.

136. OAP will be paid as follows:

- (a) The first 13 weeks at full pay (which includes sap);
- (b) The following 26 weeks at SAP; and
- (c) The final 13 weeks unpaid.

137. If you do not return to work for a period of at least three months following the end of your OAL or AAL, you will be obliged to repay any payments in excess of SAP made to you.

PRE-PLACEMENT MEETINGS

138. Paid time off is allowed for 'pre-placement' meetings. These should be arranged with your line manager in advance. You will be required to show an appointment card.

TERMS AND CONDITIONS DURING OAL AND AAL

139. All the terms and conditions of your employment remain in force during oal and aal, except for the terms relating to pay. In particular:

- (a) Benefits in kind shall continue; and
- (b) Annual leave entitlement under your contract shall continue to accrue.

140. If you are a member of a trade union and are on unpaid adoption leave, contributions will cease until you return to work. However, you will still be covered by the scheme.

ANNUAL LEAVE

141. During OAL and AAL, annual leave will accrue at the rate provided under your contract.
142. If the holiday year is due to end during your adoption leave, you should ensure that you have taken the full year's entitlement before starting your adoption leave.
143. Our holiday year runs from 1 April to 31 March.

PENSIONS

144. This section only applies if you are a member of the Local Government Pension Scheme.
145. A period of paid maternity leave counts as pensionable service, provided you make the necessary minimum contributions based on the adoption pay you are receiving.
146. If you are not entitled to SAP but are, or have applied to become, a member of the Local Government Pension Scheme, you will be treated as if you have paid contributions during OAP based on the pay that you would have been receiving had you not been absent.
147. Unpaid adoption leave time shall not count as pensionable service other than as set out as above. However, you may if you wish make contributions, or you may make up for missed contributions at a later date. If you wish to pay pension contributions in relation to unpaid adoption leave you should discuss this request with your line manager who will then obtain suitable advice.
148. If you do not return to work your pensionable service will be deemed to have ceased on the day that contributions ceased to be paid in respect of you.

DISRUPTED ADOPTION

149. Adoption leave is disrupted if it has started but:
 - (a) you are notified that the placement will not take place;
 - (b) the child is returned to the adoption agency after placement; or
 - (c) the child dies after placement.

150. In case of disruption your entitlement to adoption leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless your entitlement to leave and/or pay would have ended earlier in the normal course of events.

KEEPING IN TOUCH

151. We may make reasonable contact with you from time to time during your adoption leave. It is the responsibility of the line manager to ensure that contact is maintained by themselves or another designated individual.
152. Before the start of your adoption leave, mutual arrangements for maintaining contact during adoption leave should be discussed between the line manager and the individual. Discussion should take place regarding
- (a) Convenient times of the day for telephone calls/visits;
 - (b) Frequency of contact;
 - (c) Updating information, working arrangements, career/promotion opportunities;
 - (d) Any changes in the work place;
 - (e) Who to contact in the event of emergency, welfare needs, etc.
153. You may work (including attending training) for up to ten days. ("**Keeping in Touch days**") during adoption leave without bringing your adoption leave or adoption pay to an end. You are not obliged to undertake any such work during adoption leave.
154. You must keep a record of each day or part day that is worked and the end of the each Keeping in Touch day your line manager should sign this off.
155. Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return and so that a Return to Work Action Plan may be drawn up. This may cover:
- (a) Updating you on any changes that have occurred since your absence;
 - (b) Any training needs you might have; and
 - (c) Any changes to working arrangements (for example, if you have made a request to work part-time).

EXPECTED RETURN DATE

156. Once you have notified your line manager in writing of your Intended Start Date, he or she shall send you a letter within 28 days to inform you of your Expected Return Date. If you start date changes we shall write to you within 28 days of the start of adoption leave with a revised Expected Return Date.
157. We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.

RETURNING EARLY

158. If you wish to return to work earlier than the Expected Return Date, you must give eight weeks' prior notice. It is helpful if you give this notice in writing.
159. If you do not give enough notice, we may postpone your return date until four weeks (or eight weeks as appropriate) after you gave notice, or to the Expected Return Date if sooner.

RETURNING LATE

160. If you wish to return later than the Expected Return Date, you should either:
 - (a). request unpaid parental leave, giving us as much notice as possible but not less than 21 days; or
 - (b). request paid annual leave in accordance with your contract, which will be at our discretion.
161. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our sickness absence policy will apply.
162. In any other case, late return will be treated as unauthorised absence.

DECIDING NOT TO RETURN

163. If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.
164. Once you have given notice that you will not be returning to work, you cannot change your mind without agreement.
165. This does not affect your right to receive SAP.
166. If you decide not to return to work and you have taken your full year's annual leave entitlement then you may be required to repay the extra annual leave that would have accrued beyond the termination date.

YOUR RIGHTS WHEN YOU RETURN

167. You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.
168. However, if you have taken any period of AAL or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position; we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

RETURNING TO WORK PART-TIME

169. We will deal with any requests by employees to change their working patterns (such as working part time) after adoption leave on a case-by-case basis. There is no absolute right to insist on working part time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible.

SPECIAL LEAVE

170. There are two categories of Special Leave:

- Paid Special leave
- Unpaid Special leave - the Chief Executive has discretion to allow up to 10 days leave without pay

UNPAID SPECIAL LEAVE

171. The Chief Executive has discretion to allow up to 10 days leave without pay.

PAID SPECIAL LEAVE

Dependants Leave

172. Dependants Leave provides support for Staff in particular domestic situations by enabling WMOPC to grant paid leave outside of their annual leave entitlement.

DEPENDANTS LEAVE APPLICATION

173. The Chief Executive may grant leave in the circumstances described below.

174. The granting of leave is not an entitlement and workplace considerations must remain paramount. Nevertheless requests for leave under the scheme should always be treated sympathetically and not unreasonably refused.

SITUATIONS POTENTIALLY WARRANTING DEPENDANTS LEAVE

175. Illness of a close relation: 3-5 days with pay is acceptable to grant in these circumstances. In cases where illness is not of critical nature but has nevertheless disrupted the individuals domestic circumstances, the request for time off should wherever possible be supported by appropriate written evidence from a GP, hospital etc.

176. Death of a close relation: 3-5 days with pay will be approved, with additional paid leave in exceptional circumstances. Applications should be considered in the context of offering a wider package to enable staff to take time off (to include for example Annual Leave, Time owing, Flexible Working arrangements, Home Working etc). This additional leave is principally intended to assist individuals who are responsible for making funeral arrangements, administering the estate of the deceased etc.

177. Funeral of a close relation: One day with pay, or if the funeral takes place at a distance of more than half a days' journey from the place of work, up to 3 days. Line managers should acknowledge and be aware of funerary rites of diverse religions.

ELIGIBILITY

178. The scheme applies to all Staff regardless of length of service.

DEFINITION

179. For the purposes of the scheme a "Close Relation" of the individual shall include:

- husband, wife, or recognised partner (including same sex/civil partners)
- parents and children
- brothers and sisters
- grandparent and grandchildren
- person standing in loco parentis to the individual or to whom the individual stands in that relation
- person to whom the individual is the recognised carer

PARENTAL LEAVE

180. Parental leave offers qualifying parents the right to take unpaid time off work to look after your child or make arrangements for their welfare. It can help you spend more time with your child and strike a better balance between your work and family commitments

181. The regulations specify certain requirements, which must be complied with in relation to Parental Leave between employer and individuals by way of collective or workforce agreements.

182. Effective management of Parental Leave is crucial for the development of good employment practices. The objective of this policy is to provide information on the eligibility for Parental Leave, how much leave can be taken and returning from Parental Leave.

183. Nothing in this policy shall be construed as providing rights less favourable than statutory rights.

POLICY

184. Parental Leave is available to any individual who is taking time off for the purpose of caring for a child. Managers should take a positive approach to Parental Leave.

185. For the purposes of this policy, partner shall refer to a person (whether of a different sex or the same sex) who lives with the mother or the adopter and the child in an enduring family relationship but is not a relative of the mother or adopter. The term relative shall refer to the mother's or adopter's parent, grandparent, sister, brother, aunt or uncle.

PROCEDURE

186. Individuals are entitled to 13 weeks **unpaid** Parental Leave for the purpose of caring for a child if:

- They have been continuously employed for a period of not less than a year.
- They have, or expect to have, responsibility for that child.
- Individuals will be deemed to have responsibility for a child if they have **parental** responsibility. A male employee also has responsibility for a child if he is registered as the child's father under any provision of section 10(1) or 10A (1) of the Births and Deaths Registration Act 1953.

187. An employee is entitled to 18 weeks leave in respect of a child who is entitled to a disability living allowance.
188. **The Maternity and Parental Leave (Amendment) Regulations 2001** extend the right to parents who have children who were under 5 on the 15 December 1999 or adopted in the five years before this date to be entitled to Parental Leave. However they may not exercise any entitlement to Parental Leave after 31 March 2005.
189. The Parental Leave provisions were extended to individuals who are parents of children born or placed with them for adoption between the 15 December 1994 and 14 December 1999 and satisfy the below conditions:
- The parent was employed, during a period between 15 December 1998 and 9 January 2002 by a person other than his or her employer on that date.
 - The period of their employment by that person (or, if they were employed by more than one person during that period, any such person) was not less than a year.
190. There is a requirement that individual notify WMOPC about the period of employment with a previous employer, and must provide evidence to verify this as may be required in order to exercise their right to Parental Leave.

WHEN PARENTAL LEAVE MAY BE TAKEN

191. Individuals may not take Parental Leave in respect of a child after the child's fifth birthday, or in the case of a child placed with the employee for adoption by him, on or after:
- The fifth anniversary of the date on which the placement began, or
 - The date of the child's eighteenth birthday.

HOW MUCH PARENTAL LEAVE MAY BE TAKEN

192. Leave is to be taken in blocks of at least one week, up to a maximum of four weeks a year.
193. Parents of a disabled child are able to take 18 weeks leave and this may be taken in blocks that are less than a week.

CONDITIONS OF SERVICE

194. An individual who takes Parental Leave is entitled to the benefits of all the normal terms and conditions of employment **except remuneration**. Contributions paid into the pension scheme that have accrued before the individual commenced Parental Leave will be frozen until they return to work.
195. Payroll should be contacted for further information concerning pension contributions whilst on Parental Leave.

ANNUAL LEAVE

196. Annual leave not taken in one year may not normally be carried forward to the next leave year.

NOTIFICATION OF INTENDED PARENTAL LEAVE

197. Individuals are required to complete a Parental Leave qualifying form stating the dates on which the Parental Leave is to begin and end. The qualifying form should be forwarded to the Chief Executive at least 21 days before the date on which the Parental Leave is to begin.

198. A partner wishing to take Parental Leave on the date that the child was born is required to give 21 days' notice before the expected week of childbirth; however where the child is born before the expected week of childbirth the partner will be granted the Parental Leave.

POSTPONEMENT OF PARENTAL LEAVE

199. A parent, partner or an adoptive parent who wishes to take Parental Leave at the birth of their child or at the time of adoption **cannot have their Parental Leave postponed.**

200. However Parental Leave can be postponed where the Parental Leave would unduly disrupt the operation of the business.

201. The Chief Executive will notify the individual in writing the reasons for postponing the individual's request for Parental Leave. The dates, which the Chief Executive approves, will be forwarded to the individual seven days after the receipt of the application to take Parental Leave.

202. A period of Parental Leave may not be postponed for more than six months, starting from the date the individual wished to commence their Parental Leave.

RETURNING FROM PARENTAL LEAVE

203. An individual who takes four weeks Parental Leave or less, except after taking additional maternity leave is entitled to return from Parental Leave to the job in which they were employed before their absence.

FOUR WEEKS PARENTAL LEAVE OR LESS IMMEDIATELY AFTER ADDITIONAL MATERNITY LEAVE.

204. An individual who takes four weeks Parental Leave or less immediately after additional maternity leave is entitled to return from Parental Leave to the job in which she was employed before absence, unless both of the following conditions are satisfied:

205. It would not have been reasonably practicable for her to return to that job if she had returned at the end of her additional maternity leave.

- It is reasonably practicable for her employer to allow her to return to that job at the end of her Parental Leave.

Appendix A – Entitlement to Proportion of ½ hour per week reduction in working hours given to full time employees

Weekly Hours Worked	Proportion of Weekly ½ Hr (Hrs-per-Week)	Proportion of Weekly ½ Hr (Hrs-per-Week)	Annual Allowance in hours
7.0000	0.0959	5.0005	5.00
7.2500	0.0993	5.1778	5.25
7.5000	0.1027	5.3551	5.25
7.7500	0.1062	5.5376	5.50
8.0000	0.1096	5.7149	5.75
8.2500	0.1130	5.8921	6.00
8.5000	0.1164	6.0694	6.00
8.7500	0.1199	6.2519	6.25
9.0000	0.1233	6.4292	6.50
9.2500	0.1267	6.6065	6.50
9.5000	0.1301	6.7838	6.75
9.7500	0.1336	6.9663	7.00
10.0000	0.1370	7.1436	7.25
10.2500	0.1404	7.3209	7.25
10.5000	0.1438	7.4981	7.50
10.7500	0.1473	7.6806	7.75
11.0000	0.1507	7.8579	7.75
11.2500	0.1541	8.0352	8.00
11.5000	0.1575	8.2125	8.25
11.7500	0.1610	8.3950	8.50
12.0000	0.1644	8.5723	8.50
12.2500	0.1678	8.7496	8.75
12.5000	0.1712	8.9269	9.00
12.7500	0.1747	9.1094	9.00
13.0000	0.1781	9.2866	9.25
13.2500	0.1815	9.4639	9.50
13.5000	0.1849	9.6412	9.75
13.7500	0.1884	9.8237	9.75
14.0000	0.1918	10.0010	10.00
14.2500	0.1952	10.1783	10.25
14.5000	0.1986	10.3556	10.25
14.7500	0.2021	10.5381	10.50
15.0000	0.2055	10.7154	10.75
15.2500	0.2089	10.8926	11.00
15.5000	0.2123	11.0699	11.00
15.7500	0.2158	11.2524	11.25
16.0000	0.2192	11.4297	11.50
16.2500	0.2226	11.6070	11.50
16.5000	0.2260	11.7843	11.75
16.7500	0.2295	11.9668	12.00
17.0000	0.2329	12.1441	12.25
17.2500	0.2363	12.3214	12.25
17.5000	0.2397	12.4986	12.50
17.7500	0.2432	12.6811	12.75
18.0000	0.2466	12.8584	12.75
18.2500	0.2500	13.0357	13.00
18.5000	0.2534	13.2130	13.25
Weekly	Proportion of	Proportion of	Annual

Hours Worked	Weekly ½ Hr (Hrs-per-Week)	Weekly ½ Hr (Hrs-per-Week)	Allowance in hours
18.7500	0.2568	13.3903	13.50
19.0000	0.2603	13.5728	13.50
19.2500	0.2637	13.7501	13.75
19.5000	0.2671	13.9274	14.00
19.7500	0.2705	14.1046	14.00
20.0000	0.2740	14.2871	14.25
20.2500	0.2774	14.4644	14.50
20.5000	0.2808	14.6417	14.75
20.7500	0.2842	14.8190	14.75
21.0000	0.2877	15.0015	15.00
21.2500	0.2911	15.1788	15.25
21.5000	0.2945	15.3561	15.25
21.7500	0.2979	15.5334	15.50
22.0000	0.3014	15.7159	15.75
22.2500	0.3048	15.8931	16.00
22.5000	0.3082	16.0704	16.00
22.7500	0.3116	16.2477	16.25
23.0000	0.3151	16.4302	16.50
23.2500	0.3185	16.6075	16.50
23.5000	0.3219	16.7848	16.75
23.7500	0.3253	16.9621	17.00
24.0000	0.3288	17.1446	17.25
24.2500	0.3322	17.3219	17.25
24.5000	0.3356	17.4991	17.50
24.7500	0.3390	17.6764	17.75
25.0000	0.3425	17.8589	17.75
25.2500	0.3459	18.0362	18.00
25.5000	0.3493	18.2135	18.25
25.7500	0.3527	18.3908	18.50
26.0000	0.3562	18.5733	18.50
26.2500	0.3596	18.7506	18.75
26.5000	0.3630	18.9279	19.00
26.7500	0.3664	19.1051	19.00
27.0000	0.3699	19.2876	19.25
27.2500	0.3733	19.4649	19.50
27.5000	0.3767	19.6422	19.75
27.7500	0.3801	19.8195	19.75
28.0000	0.3836	20.0020	20.00
28.2500	0.3870	20.1793	20.25
28.5000	0.3904	20.3566	20.25
28.7500	0.3938	20.5339	20.50
29.0000	0.3973	20.7164	20.75
29.2500	0.4007	20.8936	21.00
29.5000	0.4041	21.0709	21.00
29.7500	0.4075	21.2482	21.25
30.0000	0.4110	21.4307	21.50
30.2500	0.4144	21.6080	21.50
30.5000	0.4178	21.7853	21.75
30.7500	0.4212	21.9626	22.00
31.0000	0.4247	22.1451	22.25
31.2500	0.4281	22.3224	22.25

Weekly Hours Worked	Proportion of Weekly ½ Hr (Hrs-per-Week)	Proportion of Weekly ½ Hr (Hrs-per-Week)	Annual Allowance in hours
31.5000	0.4315	22.4996	22.50
31.7500	0.4349	22.6769	22.75
32.0000	0.4384	22.8594	22.75
32.2500	0.4418	23.0367	23.00
32.5000	0.4452	23.2140	23.25
32.7500	0.4486	23.3913	23.50
33.0000	0.4521	23.5738	23.50
33.2500	0.4555	23.7511	23.75
33.5000	0.4589	23.9284	24.00
33.7500	0.4623	24.1056	24.00
34.0000	0.4658	24.2881	24.25
34.2500	0.4692	24.4654	24.50
34.5000	0.4726	24.6427	24.75
34.7500	0.4760	24.8200	24.75
35.0000	0.4795	25.0025	25.00
35.2500	0.4829	25.1798	25.25
35.5000	0.4863	25.3571	25.25
35.7500	0.4897	25.5344	25.50
36.0000	0.4932	25.7169	25.75
36.2500	0.4966	25.8941	26.00



West Midlands Office for Policing and Crime Long Service Award and Gift Policy

West Midlands Office for Policing and Crime (WMOPC) is committed to the principles of equality and diversity. No member of the public, member of staff, volunteer or job applicant shall be discriminated against on the grounds of age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; or sexual orientation.

Introduction

1. WMOPC appreciates and values contribution of all members of the wider police family. This policy sets out how WMOPC recognises and rewards long service.

Long Service Badge

2. In 1991 the Police Authority introduced a scheme for recognising long service of Police Staff by the presentation of a badge. To qualify for this, individuals must have completed 20 years continuous service.
3. Once a member of staff has reached 20 years service they will be contacted directly, and invited to a presentation event where the Chief Executive will present them with a badge and certificate.
4. The award applies to both full time and part time individuals.

Long Service Gift

5. **All staff** who complete 22 years continuous Public Service will be entitled to a gift to the value of £150*. This is a one-off gift which may be given at any time from the individual attaining 22 years service, until retirement. The timing of this is for the individual to choose.
6. *This amount is excluding VAT and is the maximum value for the gift; no cash equivalent can be claimed.*
7. In order to ensure that individuals have a gift that is meaningful to them, and in recognition of this achievement they may identify a gift that will be purchased on their behalf up to the value of £150, or alternatively they can choose an item from the Allwag range.
Where individuals have identified their own gift, then in order to ensure it is appropriate, approval must be obtained by the Head of Internal Audit prior to any expenditure.
8. In addition to the gift a certificate, to mark the individual's long service will be presented by the Chief Executive.
9. The value of the gift will be reviewed every 5 years.

Process

10. Individuals will be notified that they will become eligible for their Long Service Gift.
11. Once the individual has identified the gift they would like, they should e-mail their selection to the Head of Internal Audit with all the necessary detail to enable purchase and sufficient details to make a decision on its' suitability.
12. Once approval has been obtained the gift can be purchased on behalf of the individual, in accordance with purchasing and financial regulations. This will be presented either upon reaching 22 years service or on retirement.
13. The Chief Executive will present the individual with a certificate of long service to acknowledge the individuals achievement.



West Midlands Office for Policing and Crime Manual Handling Policy

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Introduction

- 1 Unsafe manual handling of Loads can lead to injuries resulting in pain, time off work and in some instances permanent disability.

This policy should be read in conjunction with the Health & Safety Policy Statement.

Legal Premise

- 2 This policy encompasses the requirements of health and safety legislation particularly the Manual Handling Operations Regulations 1992/99 as amended which impose duties on employers to protect employees or other persons who may be at risk of being injured as a result of tasks associated with Manual Handling Operations. They also impose certain duties on staff.

Policy Statement

- 3 WMOPC shall, so far as is reasonably practicable, avoid the need for staff to undertake any Manual Handling Operations at work which involve risk of injury. Where this is not possible, suitable and sufficient risk assessments will be undertaken and controls put in place to reduce risk of injury to the lowest level so far as reasonably practicable. WMOPC will endeavour to ensure that information, instruction and training on manual handling is provided for its staff as appropriate.

Definitions

- 4 **Manual Handling Operation** – any transporting or supporting of a Load by hand or bodily force including lifting, putting down, pushing, pulling, carrying or moving.
- 5 **Load** – any moveable object
- 6 **Hazard** - the potential of a Manual Handling Operation to cause harm, for instance because of a heavy weight or bulky, awkward shape
- 7 **Risk** – the likelihood that such a Hazard will in fact cause harm by reference to additional factors such as the number of people exposed to the Hazard and/or the regularity and duration of that exposure

- 8 **Assessment** – an evaluation of the Risks to safety or health presented by any task which involves manual handling. The evaluation should be followed by the effective implementation of any action necessary to eliminate or reduce and control those Risks in order to bring the likelihood of injury to the lowest level reasonably practicable
- 9 **Mechanical Aid** – any equipment used to eliminate or reduce manual handling eg. trolley, hoists etc.
- 10 **Line Managers** are responsible for:
- Overseeing that where applicable Manual Handling Operations are subject to suitable and sufficient Risk Assessment, that Risk Assessments are communicated to key personnel and that Risk Assessment reports are kept on file for inspection/information purposes
 - That there is provision for manual handling training and that all training/re-fresher training records are suitably maintained and kept up to date.
 - Wherever possible eliminate the need for Manual Handling Operations
 - Ensure that all Manual Handling Operations performed by staff for whom they have responsibility are suitably assessed and Risk Assessments carried out by competent person/s (e.g. manual handling risk assessors) with involvement of staff as appropriate
 - Ensure that all Assessments identifying significant Risks are duly recorded, reviewed periodically and communicated to staff involved.
 - So far as is reasonably practicable reduce any Risks identified by the Assessment process to the lowest possible level (best achieved by eliminating or reducing the Manual Handling Operation).
 - Ensure that members of staff who undertake Manual Handling Operations are suitable for the task and receive information, instruction and training/re-fresher training in manual handling as appropriate.
 - So far as is reasonably practicable provide a working environment that is consistent with safe Manual Handling Operations e.g. clear walkways, adherence to a safe system of work as regards to storing items within racking etc.

NEW AND EXPECTANT MOTHERS AND YOUNG PERSONS

- 11 The Management of Health and Safety at Work Regulations 1999 specifically require employers to take particular account of vulnerable groups of people like new and expectant mothers and young people when assessing Risks in the workplace. Managers must consider activities which while not hazardous for other staff, may pose particular risk for these groups who may still be undergoing growth and physical changes.

STAFF RESPONSIBILITIES

- 12 All Staff are required to:

- Attend training sessions if required
- Give prior consideration to any Manual Handling Operation especially:-

Does the load really need to be moved?

Would mechanical assistance be appropriate?

Am I capable of handling this load?

Should another person help with this task

- Carry out Manual Handling Operations in line with information, instruction and training provided including safe handling technique – see section 9 of this policy
- Inform their line manager when they are unable to effect a Manual Handling Operation or where, by doing so, their health and safety or those of others might be put at Risk - *this may be due to lack of equipment, defects in machinery or equipment or environmental hazards etc.*
- Inform their line manager of any new Manual Handling Operation not previously identified and to provide assistance with manual handling Risk Assessments
- Observe manual handling limitations and avoid short cutting processes eg. omitting to use mechanical aid in order to complete the task quicker
- Report incidents involving manual handling to their line manager (see Force Accident Reporting/Investigation Policy and Procedure).

TRAINING

- 13 Information, instruction and training on manual handling should form part of the staff induction programme.
- 14 Training for manual handlers will be arranged and provided before handlers engage in any manual handling activity. Refresher training for manual handlers should be provided at least on a 2 yearly basis.
- 15 Individuals who provide manual handling training should be suitably qualified and competent, and provide training to current standards and in line with the Manual Handling Operations Regulations in force from time to time.

MANUAL HANDLING RISK ASSESSMENT

- 16 This can be used for generic Risk Assessment purposes and in instances where a specific manual handling Risk is identified. Trained manual handling risk assessors should conduct manual handling Risk Assessments with involvement of key personnel.

Manual Handling Risk Assessment Process

- 17 Flow Chart detailing the manual handling Risk Assessment process.

The assessment for manual handling should consider the following factors:

- The physical characteristics of the Load
 - The capability of the handler to perform the task
 - The Manual Handling Operation or interactions between the Load and the handler
 - The environment in which the Manual Handling Operation is to be performed
 - The use of Mechanical Aids to assist handling
- 18 Following the assessment, an Action Plan should be developed with the consultation and agreement of staff involved to ensure their commitment to any Risk control measures aimed at reducing manual handling, introducing safe systems of work and/or Mechanical Aids etc.

- 19 Not all manual handling will be eliminated so care and action by the handler is required to help reduce possibility of injury.

Identifying Problem Areas

- 20 There are many Hazards and Risks involved in Manual Handling Operations. In general they will fall into the following categories:

Load

- 21 The physical characteristics of a Load should always be taken into consideration:
- Its mass/weight - are you able to lift or move it?
 - Its dimensions/shape - can you hold it satisfactorily?
 - Variation on the centre of mass/centre of gravity - will movement inside the Load make it unstable?
 - Its handles or lack of handles - are they strong enough or do you need some?
 - Its rigidity - is it strong enough to be lifted?

Task

- 22 The handler should always consider the task and what it involves. The following situation may cause strain or injury:
- Holding Loads away from the trunk.
 - Twisting, stooping or reaching upwards.
 - Large vertical movement.
 - Strenuous pushing and pulling.
 - Unpredictable movement of Loads.
 - Repetitive handling.
 - A high work rate imposed by a process.
 - Long carrying distances.
 - Insufficient rest or recovery time.

Working Environment

- 23 Hazards arise from the potential causes of slips and falls, due to the working environment. Consideration should be given to whether there are:
- Constraints on posture - not enough room.
 - Poor floors - wet, slippery or obstructed.
 - Variations in levels - steps or slopes.
 - Hot/cold/humid conditions.
 - Strong air movements - wind or heavy traffic.
 - Poor lighting conditions.
 - Restrictions on movement or posture from clothes or personal protective equipment.

Physical Capability

- 24 The differences between individuals will affect their Manual Handling Operations.

- 25 Particular consideration should be given to vulnerable groups more susceptible to risk of manual handling injury than others such as individuals with health problems and those with a disability eg. poor eyesight, muscular weaknesses etc. An individual's age, physique, gender, and fitness levels must be considered when allocating tasks involving manual handling.
- 26 As a general rule a Manual Handling Operation should be regarded as an unacceptable Risk if it cannot be performed in safety by most reasonably fit healthy workers.

HOW TO REDUCE RISK

27 The steps that need to be taken are:

1. AVOID the need for hazardous manual handling
2. ASSESS the Risk of injury from any hazardous manual handling that cannot be avoided.
3. REDUCE the Risk of injury from hazardous manual handling

USE OF MECHANICAL AIDS

28 It may be necessary to introduce the use of Mechanical Aids to reduce the Risk of personal injury.

29 However, when the transport of goods and materials cannot be fully mechanised, the stress of handling can be reduced by the use of aids that:

Reduce the handling forces required

- Improve the grip
- Bring the centre of load mass closer to the body
- Optimise the height for lifting.

30 Mechanical Aids must be used in accordance with manufacturer's instructions and where any defect arises the Mechanical Aid must be taken out of use and the fault reported promptly to the line manager to arrange repair or replacement.

31 It is important to note that the use of Mechanical Aids may still involve manual handling which in turn, may present a Risk to be assessed.

Observe Safe Working Practice

32 The handler should always consider the task:

- Does the Load really need to be moved?
- Can the process be changed?
- Would mechanical assistance be appropriate?

33 The manual handling Risk Assessment may eliminate the necessity for the task to be undertaken.

SAFE HANDLING OF LOADS

Preparation and Planning

- 34 Prepare and plan the Manual Handling Operation to include: checking that Load has to be moved; testing Load gently to gauge its weight, stability; considering whether help is needed to move the Load; checking that routes ahead are clear and that there is adequate lighting; checking that it is possible to see over the Load; ensuring that clothing does not impede picking up or releasing the Load and that where necessary personal protective clothing is worn.

Use of Stairwells

- 35 When transporting Loads from one floor level to another always opt to use lifts instead of stairs. If a lift is unavailable consider relocating items (particularly if heavy) near to where they are needed so far as reasonably practicable. If there is no option but to use stairs, use the handrails provided – *this may necessitate splitting Loads and making more than one journey*. If the handrail and/or stairs are in a bad state of repair this must be reported to the line manager to arrange urgent remedial action. Stairwells must be kept free of clutter and obstruction at all times and be adequately lit when used.

Pushing and Pulling

- 36 Safe pushing and pulling of Loads is very much dependent on foot stability and body weight. Stresses on the spine are generally higher for pushing rather than pulling and it should be noted that stresses caused by pushing can be greater than those in lifting. To reduce stresses on the shoulders and rib cage when pushing a Load, lean back on the item and use leg and thigh muscles.

Safe Handling Technique

- 37 The handler should be aware of the method that he/she is using when transporting a Load.

When lifting, the handler should always think about their body movement:

- Straight back - is always stronger and does not have to be vertical to sustain the strength.
 - Chin in - this has the effect of straightening your whole back and puts your chest and arms in a better, stronger position.
 - Elbows Close to the Body - the further your elbows are out, the more strain you put on the muscles of your shoulders and back.
 - Use of Body Weight - make sure you are securely balanced and that all your movements are as close to your body as possible.
- 38 The most important part of the body in anything you do with manual handling is THE BRAIN for constant assessment at all stages of the Manual Handling Operation.

Training on safe handling technique should cover:

- How to recognise harmful manual handling.
- Appropriate systems of work.
- Good handling techniques.

39 Here are some important points to consider when carrying out a basic lifting operation:

- **Stop and think** – *see above section*
- **Position the feet** – *feet should be apart with lead leg forward as far as is comfortable*
- **Adopt a good posture** – *bend knees and keep back in its natural posture, tuck in chin and lean a little over the Load to get a good grip whilst keeping shoulders level and facing in same direction as hips*
- **Get a firm grip** – *keep arms within boundary formed by legs. Aim for a hook grip rather than keeping fingers straight*
- **Keep Load close to the body**
- **Do not jerk** – *carry out the lifting movement smoothly raising chin as lift begins whilst channelling the effort through the muscles in the legs*
- **Move the feet** – *move the feet and do not twist the body when turning to the side*
- **Put down, then adjust** – *if precise positioning of the Load is required, put down first then slide into desired position*



West Midlands Office for Policing and Crime Mediation and Resolution Policy – Resolving Disputes in the Workplace

West Midlands Office for Policing and Crime (WMOPC) is committed to the principles of equality and diversity. No member of the public, member of staff, volunteer or job applicant shall be discriminated against on the grounds of age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; or sexual orientation.

Introduction

1. WMOPC is committed to encouraging harmonious working relationships between all colleagues. Inevitably situations will arise when working relationships become strained, and WMOPC is committed to prompt resolution of any issues.
2. In most instances, conflict between colleagues is resolved informally as part of normal day-to-day practice, without recourse to more formal procedures. However, where resolution is not achieved, use of the mediation procedure (below) or the resolution procedure (page 6) may assist all parties in reaching a mutually agreeable outcome.

Part One - Mediation Procedure

3. Mediation is particularly effective prior to the instigation of the Resolution Procedure. It can also be of real value at various points during a formal Resolution, and if a matter proceeds to Appeal Stage, the individual submitting the Resolution will be contacted to discuss how mediation might assist in addressing aspects of the ongoing grievance.
4. Mediation is the process by which a neutral third party assists colleagues in the resolution of workplace disputes to reach a mutually agreeable outcome. Unless exceptional circumstances apply, the mediator(s) will not be previously known to either party.

Mediation aims to:

- resolve conflict and reduce tension, anxiety and fear
- resolve conflict at an early stage
- provide a way to deal with behaviour through constructive and efficient negotiations which focus predominantly on the parties' needs and interests and which broaden the search for options and alternative solutions
- encourage individuals to take charge of their own decisions and to accept responsibility for the consequences of their decisions.
- The advantages of addressing a matter through mediation are that it will be confidential, relatively swift, informal, flexible, and the individuals involved are in control of the outcome.
- Where all parties approach mediation in an open-minded, constructive way, it can prove to be extremely successful, and it is therefore recommended that mediation is considered as a means of resolution at the earliest possible opportunity.

Mediation is voluntary on the basis that both parties must be committed to achieving a mutually agreeable outcome and solution. Managers must avoid appearing to coerce colleagues into mediation, but should emphasise the benefits whenever appropriate.

5. Successful mediation will lead to both parties feeling that the outcome is fair, reasonable and appropriate under the circumstances.

General Principles of Mediation

- Where there is conflict in working relationships, colleagues will be encouraged to consider mediation as a means of resolution.
- The appointed mediator will be neutral to both parties to ensure impartiality.
- Mediation will be strictly confidential between the two parties and the mediator. Once resolution has been achieved, an agreement may be shared between and/or signed by both parties, and this may, if appropriate, be shared with the line manager. Any notes made by the parties and the mediator will be destroyed immediately after mediation has taken place.
- Any agreements reached through mediation are morally binding. They are not legally binding on parties. Equally, any discussions and/or agreements are without prejudice. Opting for mediation does not compromise an individual's legal rights.
- Opting for mediation does not take away an individual's right and access to resolution procedure.
- Managers will monitor the well being of both parties and arrange for additional supportive measures to be introduced, where appropriate.

Confidentiality

6. No information relating to the content of the mediation is stored on personal files and it is the responsibility of all involved to be discreet. All notes created during the mediation will be destroyed on conclusion of the process. The mediator will explain at the start of the mediation that the only, very unlikely, scenario in which this would need to be reviewed (in conjunction with the parties), is if something is disclosed during the mediation relating to serious misconduct, a criminal matter, or possible harm to any individual. If this happens, they will suspend the mediation and discuss the implications with the individual(s) involved.

Undermining the right to manage

7. Sometimes colleagues feel reluctant to enter mediation because they feel this indicates an admission of guilt, abdication of responsibility, or simply lack of confidence. Alternatively, they may feel that they have matters in hand and do not need the intervention of a third party. Both positions are understandable, and no-one should feel forced to participate in a mediation process. A mediation can run alongside other processes (these processes may be suspended while the mediation proceeds, depending on the issue).

Considerations before making a referral for mediation

8. Most situations involving workplace dispute between individuals will be suitable for mediation. However, there are some issues that will impact on the engagement of the parties, and therefore the general prospect of success, which should be considered:

- What are the circumstances of the people involved? Does their health mean that they may be particularly vulnerable or need extra support during a mediation process?
 - What is the length of service of the parties? Is any party likely to be leaving the force in the near future? Please note that this may possibly be deemed as age discriminatory. Even if not, aggrieved parties may want their issues dealt with regardless of whether they or the other person is due to leave. It is clearly undesirable for people to leave without issues being resolved. The matter should ideally be raised with the parties for their views
 - What is the likelihood of the parties meeting or working together in future?
 - How keen are the parties to mediate? Do they need reassurance about the process?
 - Do the parties have a realistic understanding and expectations of mediation?
 - Are the parties clear about what they hope to achieve? If not, a mediator may help them to define and prioritise their objectives.
 - Are there ongoing formal processes which may impact on mediation, or be affected?
9. These are not necessarily barriers, but should be brought to the attention of the mediation coordinator. It may be helpful for them to speak with a mediator beforehand to ask questions.

Relationship with the Resolution Procedure

10. Given the positive outcomes that can be achieved, individuals should seriously consider mediation prior to instigating a formal Resolution.
11. To maximise the opportunity for a successful outcome, individuals who are part way through the resolution procedure may also opt for mediation. Where mediation is opted for part way through the resolution procedure, the formal procedure will be temporarily stayed pending the outcome of the mediation.

Mediation may also be beneficial at the close of a Resolution to help restore trust and repair working relationships.

Representation

12. Given the value of the additional support that a Union representative/ colleague/friend can provide, representatives will be permitted to provide such support to individuals at the first stage of the mediation process. This is on the strict understanding that they do not intervene during the one-to-one meeting and respect the ground-rules set. However, during the face-to-face meeting (stage two) between the two parties and the mediator, representatives/friends should not be present, other than in exceptional circumstances.

The Mediation Process

13. Once one or more parties wish to pursue mediation they should contact their line manager. The line manager will then identify a suitable mediator. Wherever possible, consideration will be given to ensuring that any specific preferences of the parties are taken into account (eg mediator's job role) and travelling distance between the mediator and parties. The Chief Executive has final responsibility for appointing the mediator.

14. There may be instances where two mediators are appointed to mediate between two parties. This may be because the dispute is particularly complex, or may assist in the development of the trained mediators.
15. Given that mediation is designed to enable colleagues to resolve issues at the earliest opportunity, every effort will be made to organise mediation meetings as quickly as possible. All parties and mediators will need to prioritise the mediation in order for this to be possible. Swift action often has a positive effect on the outcome.
16. Both parties must indicate their agreement to the ground-rules set out by the mediator.

In multi-party mediations the mediator will hold one-to-one meetings with all parties and then agree with the parties who should be brought together for a joint meeting and when. It may not be the case that all parties need to meet with each other, and joint sessions will not be likely to involve more than four people at a time.

Stage One – Pre-meeting

17. The mediator will meet both parties individually for the purpose of:
 - explaining the role of the mediator and the process of mediation, including confidentiality; and defining the core issues and identifying the ideal outcome expected by both parties
 - ensuring that both parties agree to mediation
 - confirm that during stage two, work-related uniforms will not be worn by any party.
18. The mediator may need to meet either or both parties again to clarify any further issues arising from stage one.

Stage Two – Face-to-Face Mediation

19. The mediator will arrange a suitable venue, where there will be no interruptions and confidentiality will be preserved. Ideally this will be at a mutually agreed location. The face-to-face mediation should be arranged at the earliest possible opportunity.

Setting the Scene

20. The mediator will:
 - welcome the parties and make any necessary introductions
 - set the boundaries and ground-rules
 - explain and agree the process with both parties
 - clarify and summarise the agreed areas of conflict.

Identifying the Issues

21. The mediator will:
 - explore the issues with both parties
 - encourage communication
 - manage any conflict during the early stages of the discussion
 - encourage a mutual understanding about the issue(s)
 - identify any concerns about the issue(s)

- encourage a change of focus from the past to the future
- summarise areas of consensus and disagreement.

Building Agreements

22. Mediation will work towards:
- generating and evaluating options
 - encouraging problem solving
 - an acceptance or acknowledgement of conciliatory gestures
 - encouraging both parties to focus on future resolution rather than the past problem
 - constructing agreements
 - creating fall back arrangements
 - identifying what to do next if no agreement is reached.
23. If a mediation stalls, or the parties are having difficulty identifying ways to resolve a problem, it may be possible for them to ask a mediator to suggest some options for them to then consider. The mediator will only do this if invited and if they feel they are able to provide the required support.
24. Agreements reached through mediation are morally, not legally, binding, even if signed.

Closure and Follow Up

25. The session will be concluded when both parties agree that they have dealt with the conflict and have reached a mutual agreement with a clear understanding of what has been agreed.
26. An agreement may be drawn up in clear unambiguous language for signing by both parties. If the parties prefer not to formally record their agreement they may choose to communicate the main elements in an email or memo which they share.
27. It will be agreed who retains copies of any written understanding. An appropriate manager may require a copy to monitor that any agreed action is followed through and maintained. Confidentiality will be respected.
28. The mediator will close the session, provide evaluation forms which are to be returned to the line manager, and arrange follow up (if necessary).
29. In the event that mediation does not achieve the desired outcome, a party may opt for the resolution procedure to be instigated, or resumed, as necessary. Given the confidential nature of the mediation process, where this is the case, papers relating to the mediation process will not be disclosed. The line manager will be updated on the final outcome of mediation (in terms of whether the issue has been resolved).

Part Two - Resolution Procedure

Introduction

1. The Resolution Procedure is not a mechanism to establish blame. It is designed to repair workplace relations when they have been damaged in some way.
2. The Resolution Procedure aims to adhere to the timescales set, although on occasions these may need to be adjusted to reflect patterns of work etc. Where timescales cannot be met, both parties should agree and record the new timeline with a rationale explaining the change.
3. This procedure is in accordance with the ACAS Statutory Code of Practice on Disciplinary and Grievance Procedures.
4. Before a formal Resolution is initiated, managers should take all practical steps possible to resolve issues informally, help the party raising the grievance to express their concern(s) and identify their objective(s) clearly. Mediation must be offered, and remains an option at all stages, although it is a voluntary process, and is most effective early on in a dispute. The timescales for the Resolution process will be suspended while mediation takes place.
5. Throughout the resolution process, the reasonable adjustments required by all participants will be taken into account. Where it is difficult for colleagues to complete or review paperwork due to a disability, then the relevant forms and reports will be converted into accessible formats or extra support will be arranged to assist colleagues, and time will be built into the process to allow this to be done in a meaningful manner. Similarly, some colleagues may require additional support when attending meetings due to their disability, and every effort will be made to accommodate this, for example by delaying a meeting in order to facilitate the attendance of a British Sign Language interpreter.

Manager's Responsibilities

6. Managers appointed to administer a Resolution process must ensure that matters raised are dealt with in a timely and appropriate manner. They must ensure that all parties are kept informed of progress and are realistic about what the process can achieve
7. It is the responsibility of the appointed manager to ensure that, throughout the process, appropriate documentation is retained, to provide an accurate record of actions taken. If a line manager is named in a Resolution submission, the matter will be delegated by the Chief Executive to an appropriate alternative manager.

Representation and Support Networks

8. Colleagues have the right to be accompanied at all stages of the Resolution Procedure. They can choose to be represented by individuals from the recognised Trade Unions. Alternatively, individuals may wish to be accompanied by a work friend, colleague or member of a support network, who will be permitted time off to attend appropriate meetings. The right to be accompanied must be communicated to all individuals involved.

Confidentiality

9. All matters dealt with under the procedure should be conducted in confidence. This applies at all stages, and to any notes and correspondence. However, relevant information will need to be disclosed to specified parties if criminal, disciplinary or health and safety issues emerge. Where such instances occur, the appointed manager will inform the individual(s) concerned.

Relationship between Resolution Policy and Disciplinary/Misconduct procedures

10. Disciplinary/misconduct procedures are separate from the Resolution Procedure. There may be instances where matters of disciplinary/misconduct are identified through the fact-finding process. In such instances, the fact-finding manager will refer all cases to the Chief Executive for review. Depending upon the circumstances it may be necessary to suspend the Resolution Procedure until the outcome of the discipline/misconduct enquiry is known.

Any cases affected by this will be reviewed on a monthly basis to ensure timely progression, and all parties will be informed accordingly.

Victimisation

11. No member of staff will be victimised or discriminated against as a result of raising an issue under this process, managing the process, or by giving evidence or information in relation to complaints that have been made.

Written Notice

12. If the matter cannot be dealt with informally and/or mediation is not successful, details of the individual's concerns must be submitted in writing to their line manager explaining the desired resolution. If the line manager is central to the complaint, the form should be returned to the Chief Executive who will allocate an alternative manager to supervise the process.

First resolution meeting

13. The appointed line manager will meet with the individual and their representative as soon as possible, within a maximum of 10 working days from the date of receiving the notice. The purpose of that meeting is to establish the key issue(s) and reasonable, achievable ways to resolve the concern(s) raised.
14. If the Chief Executive is named as a part of the complaint WMOPC's Legal Adviser will oversee the process.
15. The manager will meet with or request comment from all appropriate parties. The fact-finding process must be proportionate and limited to understanding the perspectives of the main parties involved.
16. At the conclusion of this stage, the manager will, within 15 working days, meet with the individual and confirm their findings and proposed resolution in writing. If the individual accepts the proposed resolution, they should confirm this in writing to the manager. All other parties will be informed of the outcome.
17. If the individual is not satisfied with the proposed resolution, they may proceed to an appeal. The individual or their representative must notify this in writing to the Chief

Executive no later than 5 working days from receipt of the proposed resolution, outlining their reasons for appeal and their proposed resolution.

Appeal

18. Following submission of an appeal there will be a "cooling off" period for 5 working days, during which a mediator will contact the individual to discuss their objectives and explore alternative solutions.
19. When it is confirmed that the appeal will progress, the appeal will be heard by a more senior manager from within WMOPC. If no suitable senior manager is available, an independent adjudicator will be appointed to meet with the parties. They will be external to WMOPC and have appropriate experience of workplace dispute resolution. The senior manager or independent adjudicator will be advised by a Management and a Trade Union or Staff Association representative. Neither the senior manager/adjudicator nor the advisers will have had any previous involvement in the Resolution. Details of the panel members will be circulated prior to the hearing. Any objections to members must be raised promptly with the Chief Executive who will consider the concerns.
20. The parties will be able to make written submissions, which must include a chronological order of events, to the senior manager/adjudicator. This must be submitted at least 7 working days before the meeting date so that it can be exchanged and reviewed in advance. The submissions may be presented on the day.
21. Legal representatives are not permitted to be present, although the parties are free to obtain prior legal advice. Parties may be accompanied or represented as outlined at Stage 1. The senior manager/adjudicator will have full control of the meeting, and has discretion to allow witnesses or new material to be submitted.
22. The purpose of the appeal is to consider the findings of the first stage, and review whether a reasonable outcome/resolution has been proposed. It should take place no longer than 20 working days from the date the appeal notification was confirmed. New or separate matters may necessitate a subsequent Resolution.
23. Within 10 working days after the appeal meeting, the senior manager/adjudicator will confirm their findings and recommendations in writing. They will consider advice provided by other panel members but the final content of their report is the sole responsibility of the adjudicator. The recommendations submitted are not binding on either party. The senior manager/adjudicator's report will summarise the background of the issue, all arguments, their considerations and their recommendations. Their recommendations may suggest further remedial steps, but will not make specific proposals regarding financial compensation, promotions, postings, and issues affecting operational resilience.
24. Recommendations will be considered promptly by the individual's line manager(s) in consultation with the Chief Executive. The manager(s) will outline how and when the recommendations might be implemented, and communicate their intentions in writing to all the parties as quickly as possible, and at the same time.
25. The implementation of the senior manager/adjudicator's recommendations will be evaluated by a number of internal review methods to ensure that lessons are learned by the organisation.

Applying the Resolution Policy where an Individual has left WMOPC

26. An individual leaving WMOPC may submit a written Resolution within 13 weeks of their leaving date. This should be sent to the Chief Executive. An independent line manager will be identified to investigate and a written response provided within 30 working days. No further appeal can be made.

Learning the Lessons

27. Within 8 weeks of the completion of a Resolution or subsequent formal process, it is recommended that managers consider commissioning a structured debrief to support any necessary learning to take place. Debriefing arrangements and a subsequent dissemination of any learning can then take place.



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West Midlands Office for Policing and Crime Misuse of Alcohol or Drugs Policy

West Midlands Office for Policing and Crime (WMOPC) is committed to the principles of equality and diversity. No member of the public or member of staff, volunteer or job applicant shall be discriminated against on the grounds of age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; or sexual orientation.

Introduction

1. The purpose of the policy is to provide for and protect public safety, protect our staff from the health risks associated with impairment caused by alcohol or drug misuse, and to ensure the organisational efficiency of WMOPC. The underlying principal is to prevent or treat alcohol or drug misuse and provide support and treatment for members of staff who have a self-declared alcohol or drug misuse problem. Specifically WMOPC aims to: -

- Preserve and enhance the health, safety and welfare of all staff in matters relating to alcohol or drug misuse.
- Provide advice, assistance and guidance to staff affected by alcohol or drug misuse.
- Provide advice, assistance and guidance to line managers confronted by problems associated with alcohol or drug misuse by colleagues.

Alcohol or drug related problems at work can result in increased health and safety risks not only for the individual concerned but also for others including work colleagues. These problems can also impact on work performance and increase instances of absence. As a result, the effects of alcohol or drug related problems can affect our ability to deliver high quality performance and service.

2. As an employer WMOPC takes responsibility for:
 - Offering support for individuals with an alcohol or drug misuse problem who acknowledge this, self declare their problem and are prepared to undertake a rehabilitation regime.
 - Defining action to be taken in respect of those who have, or who are suspected of having an alcohol or drug misuse problem.

WMOPC wishes to emphasise the duty of care owed to staff and to demonstrate a desire to enhance public confidence in the service provided.

3. Alcohol or drug misuse can lead to impairment of judgement. It is recognised that alcohol or drug misuse is a health problem and that prevention is better than cure. However an isolated incident can have serious consequences, including loss of life.
4. The Health and Safety at Work Act 1974, clearly states that it is the responsibility not only of the employer but also the employee to protect themselves and others who may be affected by their actions. It is potentially a criminal offence to put others at risk by negligent acts or omissions.
5. Advice, education and training to prevent and to tackle alcohol or drug misuse is important. Increased staff awareness of the effects of alcohol and drugs and an understanding of likely symptoms of misuse will support prevention.
6. WMOPC will provide support and treatment for those individuals who self declare an alcohol or drug problem.
7. Every case will be dealt with on its specific merits and will always involve a risk assessment to minimise the risk to the safety of our staff and the public.

RESPONSIBILITIES AND EXPECTATIONS

Responsibilities of Individuals

8. Staff who have an alcohol or drug misuse problem have a clear personal responsibility to acknowledge their condition and seek assistance.
9. Staff with alcohol or drug misuse problems should be encouraged to identify themselves, and should be assisted in seeking treatment.
10. Individuals have responsibilities towards themselves and their colleagues under Section 7 of the Health and Safety at Work Act 1974. This Act makes it the duty of every member of staff to take reasonable care of the health and safety of themselves and any other person who may be affected by their acts or omissions at work.
11. Once a problem is identified, staff are expected to co-operate with an agreed rehabilitation regime. Failure to co-operate may be dealt with under the misconduct, capability and/or unsatisfactory performance procedures.

Responsibilities of Colleagues

12. If a member of staff has reason to suspect that a colleague may be suffering from an alcohol or drug misuse problem they could try to persuade the individual to seek specialist advice and assistance. If this is not appropriate, or if the individual will not seek help then the colleague should discuss the matter with their manager.

Responsibilities of Line Managers

13. Supervisors and managers are required to take action in relation to individuals about whom there is concern relating to alcohol or drug misuse.
14. If a member of staff admits to having an alcohol or drug misuse problem they must be advised of the help available to them. However well intended, it is inappropriate and

could have serious consequences for a line manager to fail to act when a fellow member of staff's work, performance or behaviour may be suffering as a result of alcohol or drug misuse.

Line managers should refer to the Guidance Notes in the Appendix to this policy.

Workplace Testing

15. Workplace testing is testing for the presence of alcohol or drugs in the body, following an established procedure. Tests can only be requested by trained managers and only with the consent of the member of staff involved. A test can only be requested under one of the following circumstances:
 - If an immediate workplace issue or incident occurs, where a trained manager has reasonable suspicion that alcohol or drugs could be the cause;
 - Where there is evidence suggesting that alcohol or drugs could have been taken;
 - Where there are visible signs that the member of staff could be under the influence of alcohol or drugs; or
 - Immediately following a workplace incident where serious harm may have occurred as a result of human action or inaction, in order to establish if alcohol or drugs could have been a contributory factor.

16. Line managers should receive training on alcohol and drug misuse. Workplace testing can only be requested by managers who have undertaken training.

Appendix - Alcohol and Substance Misuse Policy Guidance Notes for Managers.

These notes are supplemental to the Alcohol and Drug Misuse Policy. The guidance notes are to help managers identify anyone who may be misusing alcohol or drugs and give advice on how to deal with them.

WMOPC recognises regular substance misuse to be an illness and that the person requires treatment to help him or her to recover.

It is important that any person requiring help is identified at an early stage and encouraged to seek appropriate help, advice and treatment

Identifying a Possible Problem

If an individual's work performance and/or conduct at work give cause for concern, the manager should follow the Disciplinary Policy and/or Capability Policy as appropriate.

Any discussions under either of these policies should be confined to work or behavioural issues unless there is clear evidence of a substance misuse problem, or the individual raises the matter her/himself.

If the individual admits to having a substance abuse problem they should be offered the opportunity of a referral to Occupational Health therapists.

There may be a need to adjust working hours to fit around appointments and treatment programmes.

Where an individual is unable to work or suitable working conditions are not available during treatment, the absence will be counted as normal sick leave. Where possible, medical certificates should be produced with the proviso that the cause may be vague due to the fairly wide circulation of these certificates.

If, after admitting to an alcohol or drug misuse problem, the individual refuses to undergo a treatment programme disciplinary, or further disciplinary, action may be taken.

Where the individual fails to successfully complete the recommended treatment, the manager will then need to consider further action in accordance with the Disciplinary and/or Capability Procedure.



West Midlands Office for Policing and Crime Organisational Change Policy

West Midlands Office for Policing and Crime (WMOPC) is committed to the principles of equality and diversity. No member of the public, member of staff, volunteer or job applicant shall be discriminated against on the grounds of age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; or sexual orientation.

Introduction

1. The purpose of this policy is to set the framework for the implementation of the new structure, management of the alternative employment procedure for displaced staff and compulsory redundancy, where the change programme reduces staffing levels. It is the agreed aim of WMOPC and the Trade Unions to maintain and enhance the efficiency of WMOPC in order to safeguard the current and future employment of staff colleagues.
2. WMOPC, in consultation with the Trade Unions will seek to minimise the effect of compulsory redundancies through effective arrangements for filling posts, the redeployment of displaced staff, voluntary redundancy and voluntary early retirement.

Scope of Policy

3. The policy will apply to individuals whose posts are affected by a reorganisation or financial efficiency savings which result in significant changes to the jobs that they perform, i.e. relocation or a reduction in posts. Its provisions cover:-
 - The process that will be adopted to appoint individuals into the new structure
 - The management of alternative employment
 - Voluntary redundancy/early retirement arrangements
 - Compulsory redundancy arrangements.

Application of the Policy

4. This policy will apply in the following circumstances:
 - Numbers of posts are to be reduced following the re-organisation, financial efficiency savings or significantly changed duties, e.g., new technological developments, etc.
 - Work locations are permanently changed resulting in unreasonable daily travel to work
 - Reductions or changes in external funding arrangements
 - Where roles are re-graded as a result of re-organisation

Consultation with Trade Unions

5. Where organisational change is required that leads to the reduction in posts, significant change to posts, or the movement of work locations appropriate consultation/negotiations will take place with the recognised Trade Unions prior to implementation and throughout

the process. Guidance should be sought from the legal adviser on the legal obligations for consulting with the Trade Unions.

Individual Consultation

6. Throughout the organisational change process, the individual and the line manager will have a number of meetings so that the individual may:
- Receive information regarding recruitment processes
 - Understand the proposed changes and how they impact upon them
 - Ask questions and make comments
 - Discuss the options available to them
 - Provide feedback on the particular change programme and its impact on them

The individual will attend at least three individual consultation meetings throughout the period leading to compulsory redundancy with the line manager at the following stages:

1. When the individual is notified that their post will be affected and to explain the options available (meeting 1)
2. To confirm the outcome of the selection process and give notice of redundancy where appropriate (meeting 2)
3. When the redundancy takes effect (meeting 3)

Representation

7. The individual is entitled to representation by a recognised Trade Union or other work colleague if not a member of a Trade Union at all stages in this process (except during a job interview).

Appointments to roles following organisation change

8. Once the revised staff structure has been agreed it will be necessary to determine how posts in the structure will be filled. Following consultation/negotiations with the Trade Unions, appointment processes to posts will be determined by reference to the affected occupational grouping and the skills and knowledge requirements of the new roles within the identified activities. In these circumstances one of the following approaches will apply:

Salary band, duties and number of posts unchanged:

9. Individuals occupying posts that are unchanged will move across in their role and will be assimilated into the new structure.

Salary band, duties and number of posts unaffected but locations change:

10. Where the number of posts and their duties and band remain unchanged but the location of the posts changes, a preferencing exercise will normally take place. This will involve individuals indicating a minimum of two preferred work locations giving details of any personal circumstances and providing supporting information as appropriate. No guarantees can be given that individuals will receive their preference(s). Where it is identified that the location that the individual has been allocated will result in unreasonable travel they will be offered voluntary redundancy/early retirement or suitable alternative employment in line with this policy.

Band and duties remain the same but the number of posts is reduced:

11. Where the number of posts is reduced, an appropriate "ring-fence" will be agreed. Those individuals within the ring fence will be made aware that they may apply for a post in the new structure, request voluntary redundancy/early retirement or to be placed onto the alternative employment register in line with this policy. Where all of the particular posts are redundant or disestablished from the new structure, individuals will be placed directly on to the Alternative Employment Register.

New Roles and existing roles with amended duties

12. A new role can be defined as:
 - Increase in the establishment
 - The need to undertake work not already part of an existing role
13. All new roles will be advertised in the first instance to individuals on the Alternative Employment Register.
14. Where there is a significant change to an existing role this may be reviewed and regraded. Selection to the roles will be based on ring fencing arrangements within the appropriate Occupational Grouping and agreed in the normal manner with the Trade Unions.
15. An appropriate selection process will be agreed and will, where appropriate, comprise a generic application form which can be completed and submitted electronically, to avoid duplication (with the facility of an additional section for applicants to submit any specific information they wish, relevant to the post being applied for). Selection will take place by interview (subject to 17 below). Feedback will be provided to unsuccessful candidates, in writing if required.
16. Appointments, particularly at lower salary bands will take into account personal circumstances, home and work location, although no guarantees can be given that individuals will be appointed to posts at their preferred work location.

Paper based assessment process

17. In some circumstances, (eg where large numbers of staff and/or functions are affected by organisational change), use of a paper based assessment process may be appropriate
18. Consultation/ negotiations on this issue will take place with the recognised Trade Unions and when agreed will be incorporated into this policy. If there any staff dissatisfied with the ring-fencing decisions, a second review involving the trade unions may be instigated for a final decision.

Redundancy Notice

19. If the individual has been unsuccessful in a recruitment process and therefore not appointed to a post, after consultation, they will be issued with a notice of redundancy. The redundancy notice will provide the individual with the appropriate notice of the date that their employment is to be terminated on the grounds of redundancy. The period of notice may vary according to organisational requirements. However, it cannot be less than the contractual/statutory notice as appropriate.

20. The length of the notice period will be in accordance with the individual's contractual or statutory notice period whichever is the greater (see the tables below).

Continuous Service	Statutory Notice
1 month but less than 2 years	1 week
2 years but less than 12 years	1 week for each year of continuous employment
12 years or more	Not less than 12 weeks

Salary Band	Contractual Notice Period
Bands A – C	One month
Band D	Two months
Band E and over	Three months

21. The notice of redundancy will be issued following completion of the recruitment/ selection process and individual consultation has taken place.
22. An individual who has been given notice of redundancy will have the opportunity to request to leave early and those individuals who leave WMOPC early will be paid up until their last working day and will not receive payment in lieu of notice. The redundancy/ pension payment will be recalculated to reflect the revised leaving date.
23. The individual will be placed on the Alternative Employment register and during the notice period they will be notified of suitable alternative work. Individuals on the register will be required to undertake any reasonable interim duties in accordance with their skills, knowledge, experience and personal circumstances taking into account the location of the work whilst awaiting redeployment to a suitable post.
24. Staff that are not formally 'at risk' of redundancy but are part of a function likely to reduce staffing as part of a change programme may request voluntary redundancy. The decision to approve voluntary redundancy requests will be based on implementation change dates and business resilience needs and are at management discretion.

ALTERNATIVE EMPLOYMENT

This part of the policy applies to those individuals who are at risk of redundancy.

PRINCIPLES

25. WMOPC is committed to:
- Wherever possible offering employment opportunities to enable individuals to secure a suitable alternative job and maintain continuity of employment.
 - Providing training and induction as appropriate.
 - Working with the Trade Unions to agree a process which will ensure that organisational change is managed in a fair, consistent and transparent manner.

PROCESS

26. Individuals will be placed on to the alternative employment register if they are deemed to be at risk of redundancy or choose to go onto the register as an alternative to taking part in the recruitment process. This only applies to individuals who have at least one year's continuous service. For individuals with less than one year's continuous service, their employment will end following their notice period. Please note that if staff are on fixed term contracts they are generally not eligible to 'ring-fencing' to roles but this will depend on the duration of the contract. Each case will be considered individually. Staff that are 'at-risk' but secure a secondment or work on a fixed term will remain on the AER and continue to receive notification of vacancies. The notice period will be extended to fit in with the duration of the secondment or fixed term placement. If the secondment is 3 months or less, the notice for redundancy will be issued specifying the relevant date for termination.
27. The employee will be invited to an individual consultation meeting with the line manager, provided with a copy of this policy and be placed on the alternative employment register. Their status will be confirmed in writing with a rationale for that decision and providing a date that they will be placed on the register and what their projected termination date will be.
28. The individual will be required to complete a skills profile. This will enable them to document/ present their skills, knowledge and abilities, occupational and work location preferences and any special requirements or personal circumstances, such as flexible working, equipment, etc. This information will enable WMOPC to identify suitable skills matches against available vacancies. The individual should ensure that their skills profile is updated.
29. The individual will be notified of employment opportunities that are available within WMOPC. They will be able to express an interest in a vacancy, by requesting that their skills profile is submitted for consideration and provide additional information to support their application for that role.

BUSINESS AS USUAL RECRUITMENT

30. Individuals who are on the alternative employment register will have preferential consideration for all posts that have arisen as a result of 'business as usual' vacancies.
31. Members of staff not on the register or external candidates will not be considered in the first instance for this category of post.

TRIAL PERIODS

32. Where an individual has been placed into a post, a trial period will be required as follows. Trial periods are for the individual to assess the suitability of the new job. The length of the trial period will be four calendar weeks, during which time an induction, training needs and any reasonable adjustments required will be addressed.
33. At the beginning of the trial period it is the responsibility of the receiving line manager, to undertake a training needs analysis to identify the learning needs of the individual. The redundancy notice date can be extended if the four-week trial goes beyond that date.

34. A trial period may be extended if reasonable adjustments need to be put into place. Also, before the end of the trial period the line manager will review the performance of the individual and must arrange a meeting with the individual to discuss whether the trial has been successful.
35. Where a trial period is extended and the employee is unsuccessful or declines the post, they will still be entitled to redundancy pay. They will still be eligible to apply for other roles whilst on the Alternative Employment Register.
36. Where the trial period has been successful a permanent appointment will be confirmed in writing without any further requirement for interview.
37. If the trial period is unsuccessful, the individual may submit an appeal. In the meantime, until the appeal is heard, the individual will be required to undertake any reasonable interim duties in accordance with their skills, knowledge and experience taking into account personal circumstances and the location of the work.
38. If no post has been found when the notice period has elapsed and all reasonable steps have been taken to identify suitable alternative posts, the individual will be dismissed on the grounds of redundancy.

PROTECTION OF EARNINGS

39. Every effort will be made to redeploy an individual into a suitable alternative post that reflects their current contractual level of earnings, skill, status, and travel arrangements. During the four week trial period the individual's earnings will remain unchanged except where they are entitled to receive more pay than their current earnings level.
40. Protection of earnings will apply where the individual has been redeployed into a lower graded post. The protection of earnings will apply from the date of confirmation into the new post. The earnings (including any allowances) in the previous post will be frozen for a period of 3 months. During this period there will not be any entitlement to further incremental progression or to receive national pay awards. Following this period the difference in the earnings will be reduced by 50% for a further 3 months, at the end of which, the individual will be placed on the maximum spinal column point of the new substantive pay band.

ADDITIONAL TRAVELLING EXPENSES

41. Where additional travel to work costs are incurred they will be paid in accordance with the agreed Additional Travel Expenses policy.

PENSIONS

42. The final pay used to calculate an individual's benefits is normally the pensionable pay they have earned during their final year of service. If their pensionable pay has gone down shortly before they leave or retire then instead of the last 12 months, they can pick one of the two immediately preceding years to be their final pay period for calculation purposes. In addition if their pay has reduced because they are downgraded or take a job with less responsibility then unless their pension comes into payment because of Flexible Retirement, they can choose to have their final pay calculated on an average of any three consecutive years ending 31st March, within the last ten years before the date of their retirement. Individuals are advised to seek advice from the Local Government Pension Scheme.

APPEALS PROCESS

43. If an individual is deemed unsuitable for a post after being interviewed, for which they consider that they were suitable, they can appeal to the Chief Executive within 7 working days of being notified of the decision, setting out the grounds on which they believe have been unfairly treated. If deemed unsuitable for a post and the individual is made compulsory redundant they have the right to appeal to WMOPC.

ADDITIONAL TRAVEL EXPENSES

44. Where there is an organisational requirement for an employee to move work location, but not to move home, they may be entitled to claim Additional Travelling Expenses, if there is additional 'home to work' travel.
45. Individuals who gain a promotion following a restructure will not normally be eligible to receive the allowance. However, where an individual is promoted and a managerial decision is taken to post them to a specific work location, they will be eligible to receive the allowance if additional travel costs are incurred.

Determination of Allowance

46. The allowance paid shall be equal to the difference between the cost of travelling from home to the new place of work, and from home to the old place of work. Where there is no difference in costs, e.g. current users of a travel card, then no additional payment will be made.
47. The allowance will be based on either the current mileage rates for local travel or standard train or bus fare and will be paid on a monthly basis subject to tax and National Insurance deductions. The amount will not be pensionable.
48. **Individuals will only be able to claim an allowance based on the local travel mileage rate if they are an authorised car user for WMOPC.** In all other cases the allowance will be based on public transport rates (train or bus fares).
49. Individuals will not be required to submit monthly claims once the allowance has been calculated.
50. Individuals must notify their line manager if their place of work or home address is changed thus affecting the additional travelling allowance

Period of Claim

51. Individuals will be able to claim for a four year period on a monthly basis. Payments will be subject to tax and National Insurance deductions. The calculation will be based on 45 working weeks per year, thereby taking account of annual leave entitlements and public holidays.

1. Worked examples of claim (authorised car user)

Existing home to work mileage (weekly)	70
New home to work mileage (weekly)	100
Engine size	1200 cc
Local Travel Rate	50.5 pence

Calculation

Additional Mileage x Local Travel Rate x 45 weeks x 4 years and divided by 48 months

$$30 \times 50.5 \times 45 \times 4 = \pounds 2,727 \div 48 = \pounds 56.81 \text{ per month}$$

NB Different mileage rates apply in relation to Force provided vehicles.

2) Worked example of claim (public transport user)

Existing home to work bus/train fare £12.00 per week

New home to work bus/train fare £15.50 per week

$$\pounds 3.50 \times 45 \times 4 = \pounds 630.00 \div 48 = \pounds 13.12 \text{ per month}$$

Interim/ Temporary Relocation

52. The principle for calculating the additional travel allowance remains the same. Individuals will receive a monthly payment. It should be noted that if the employee uses a bus or train travel card and therefore there are no additional costs incurred – no allowance is payable.

Maternity Leave

53. When an individual is absent on maternity leave the payment will temporarily cease for the duration of the absence.

Sick Leave

54. When an individual is absent for a period exceeding four weeks, the payment will cease.

Review

55. An annual review of those in receipt of this allowance will be undertaken and where appropriate allowance payments will be reconsidered.

