

# Staff Handbook

## Introduction

This staff handbook is a compilation of policies and procedures that will guide you as an employee of the office of the Police and Crime Commissioner and give you the framework in which you can perform your role to a high standard. These policies sit alongside the terms and conditions in your contract but they are not contractual and therefore can be changed at any time. In practice a review will take place every two years, but a change log at the end of the document demonstrates interim alterations.

The policies and processes detailed in this handbook relate to all staff employed in the office unless otherwise stated. Different arrangements exist for contractors and volunteers and where policies are of interest to a wider audience they will not form part of this handbook but will be referenced with links. By taking advantage of benefits and opportunities outlined in this handbook you are deemed to be in agreement with the conditions that sit alongside.

The office of the Police and Crime Commissioner takes the responsibilities of equality, diversity and inclusion very seriously. No member of the public, member of staff, secondee, 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. We endeavour to be a fair employer and to offer a place of work that employees find engaging, motivating and interesting. We aim to remove barriers to this where they exist, and welcome suggestions on how we can improve.

We also take steps to look after your personal and sensitive data appropriately, and all staff are requested to read and digest the Data Privacy notice and [Information Records Management Policy](#). These are stored with the other office policies that do not solely refer to employees.

This document is interactive and you can move quickly between sections by clicking on headings. This handbook will be published on our website but not all links will work when accessing the document outside of office systems.

### Version Control

Version No	Date	Author	Post	Reason for issue	Date agreed by PCC	Review Schedule
1.0	Jul 2018	Polly Reed	Head of Business Services	Creation of Handbook from existing policies	19 Sept 2018	Biennial
1.1	Dec 2018	Polly Reed	Head of Business	Addition of link to Force policy on Working Time		n/a

			Services	Directive		
1.2	Nov 2019	Polly Reed	Head of Business Services	Addition of information about home and lone working and update of core hours		
1.3	June 2020	Polly Reed	Head of Business Services			
1.4	June 2021	Lucy Naylor	HR Manager	Addition of home working policy	N/A	Biennial
1.5	May 2022	Lucy Naylor	HR Manager	Changes to:Disciplinary Policy, Capability Policy, Grievance and Resolution Policy, plus general updates		

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## Section 1: Starting employment with us

### Induction

- 1.1 When you start employment with us comprehensive welcome and induction processes will take place. You will be issued with a security pass which will give you access to Force buildings and systems, and which you should wear prominently at all times inside Force premises. For security reasons you should remove your pass when off site. You will also be issued with the equipment required to carry out your role effectively (e.g. laptop, mobile phone).
- 1.2 In your first two weeks your manager will take responsibility for showing you how to do your role, and will ensure a hand over of any pieces of work which will fall to you. They will arrange for you to meet key colleagues and partners and attend meetings as appropriate to your role.
- 1.3 A programme of mandatory e-learning must be completed by everyone who has access to the IT systems; this detailed in [Section 4](#). In addition to this your manager will work with you to identify further training needs to enable you to get started in your role.

### Probation

- 1.4 Unless your contract says otherwise all new starters will have a probation period which will run for the first 6 months of your employment. You will be made aware of the progress of your probation throughout your first months, and will be informed at an early stage if we have any concerns about your progress in role. During this time if either you or we decide that you are not suitable for this role, we can terminate the employment with one week's notice on either side. We can also extend the probation period to a maximum of twelve months before being confirmed into post.
- 1.5 At the end of your probationary period when you have been confirmed into post you are also eligible for a probationary incremental salary review. The dates you become eligible for a probationary increment review are dependent on your appointment/promotion date as detailed below:
  - appointment/promotion date between 1<sup>st</sup> October and 31<sup>st</sup> March will be eligible for review six months after the date of your appointment/promotion.
  - appointment/promotion date between 1<sup>st</sup> April and 30<sup>th</sup> September will be eligible for review the following 1<sup>st</sup> April after the date of your appointment/promotion

Where an increment is awarded, it must be based on a performance discussion with a review of progress against probationary performance objectives and good attendance.

## Section 2: Standards of Behaviour and Work

- 2.1 We want your employment experience with us to be positive and productive. Therefore you should not take any action or behave in any way which may damage the reputation of the Commissioner and his office or bring it into disrepute. You should not discuss confidential matters other than in legitimate discussions. On termination of your employment you must return all documents and other property and equipment belonging to the office, including your security pass.

## Equality and Diversity

- 2.2 The Police and Crime Commissioner (PCC) together with the Chief Constable and Home Secretary are responsible for policing in the West Midlands.
- 2.3 The PCC must make sure the force is efficient and effective and seek to improve policing performance and standards. It is his job to make sure that local people have a say in how they are policed and to hold the chief constable to account for the services delivered. The PCC also sets the force budget and decides how much money to raise towards the cost of policing through the local council tax.
- 2.4 This Equality Policy applies to all of the work and functions of the PCC.

### Equality Statement

- 2.5 The PCC is committed to the principles of equality and diversity. No member of the public, member of staff, volunteer or job applicant shall receive less favourable treatment, directly or indirectly.
- 2.6 The PCC is committed to equality of opportunity for all staff, volunteers and job applicants irrespective of any protected characteristic as defined under the Equality Act 2010. These are age, disability, gender, gender identity, marriage and civil partnership, pregnancy and maternity, race, religion or belief, and sexual orientation. This Equality Policy sets the commitments for all of our recruitment, progression and retention practices; sets out the standards of behaviour expected of all our members, staff, volunteers and job applicants, and also outlines what they can expect from the PCC.

### Equality Commitments

- 2.7 The PCC is committed to fostering good relations between persons who share a relevant protected characteristic and persons who do not share it. This commitment shall be central to the work of the PCC.
- 2.8 The PCC seeks to encourage a diverse workforce that reflects the communities he serves.
- 2.9 The PCC will engage with the diverse communities of the West Midlands in order to understand their needs and ensure the provision of appropriate policing services.
- 2.10 All job applicants and workers shall be treated with respect, equality and dignity throughout all aspects of the employment relationship. This covers all aspects of employment including recruitment, terms and conditions of work, training and development, promotion, reward and recognition, performance, resolution, discipline and treatment of workers when their contract ends.
- 2.11 The PCC will seek to influence the equality and diversity agenda locally, regionally and nationally.
- 2.12 All members of the Strategic Policing and Crime Board, staff, volunteers and job applicants have a personal responsibility to abide by this policy, and hence to treat all colleagues and members of the public with respect, equality and dignity.
- 2.13 The PCC will not tolerate any form of unfair treatment or harassment by any staff, Strategic Policing and Crime Board member, volunteers or job applicants. Individuals or

groups must not engage in any unwanted or inappropriate conduct which has the purpose or effect of violating another person's dignity or creating a hostile, degrading, humiliating or offensive environment.

- 2.14 Any concerns or complaints about behaviour, policies or procedures that are seen to contravene this policy will be investigated through the appropriate procedure and all breaches will be dealt with robustly.
- 2.15 The Commissioner will hold the Chief Constable to account for the exercise of his duties relating to equality and diversity, and will ensure that the principles of equality are embedded into policing in order to maintain the trust and confidence of those who visit, work or live in the West Midlands.
- 2.16 Any individual or organisation who enters into a contract with the PCC, or who receives funding.

## Use of IT, Communications and Social Media

- 2.17 This policy applies to all members of staff including temporary members of staff, those on work experience, consultants, contractors (including Board Members), and volunteers employed or engaged by the OPCC. Third parties who have access to our electronic communication systems and equipment are also required to comply with this policy. Individuals will be expected to make an annual declaration that they have read and understood this policy and will comply with the terms outlined within it.
- 2.18 The Policy aims to:
- protect our interests and the reputation of the PCC and his office
  - clarify who may engage externally on behalf of the business, and the process to do this
  - clarify how you may use the internet and social media in respect of delivering your role
  - provide guidance on the use of all forms of social media
  - set out the permitted parameters of use of the electronic communications (telephone, e-mail and internet) and
  - inform you of how we will treat any non-compliance with the Policy; and
- 2.19 This policy therefore may be amended at any time. We may also vary any parts of this procedure, including any time limits, as appropriate in any case. You are expected to comply with this Policy at all time.
- 2.20 This policy should be read in conjunction with the Information Management Policy and the Staff Handbook. We may take disciplinary action against you if you do not comply with any part of the policy.

### General Principles

- 2.21 Everyone must consider the impact of the PCC's reputation in the course of their work.
- 2.22 Good communication is essential for the PCC to deliver his role, and for the OPCC to enable him to do so.
- 2.23 With the exception of the Deputy PCC, all staff within the OPCC hold politically restricted posts. All use of media and communications must comply with these political restrictions.

- 2.24 During work you are required to devote your time and attention to our business and to support our goals and objectives. Therefore, the electronic communications systems are in place for work related matters only.
- 2.25 When using any of the telephone, email or internet, you must do so in a manner that is responsible, professional and is consistent with our normal standards of business. Any personal use of the telephone, email and internet is subject to this policy and may be permitted only if such use is reasonable and limited.
- 2.26 Users of our communications systems sometimes have access to highly sensitive information and staff are expected to maintain the highest professional and ethical standards.

### **External Communications**

- 2.27 If your duties require you to speak on behalf of the OPCC you must have the express permission of the Chief Executive, and you must follow the details of this policy. This policy applies for in person communication as well as using the internet and social media. The Chief Executive may require you to undergo training before you do so and impose certain requirements and restrictions with regard to your activities.
- 2.28 Once permission has been sought all content for external publication should be reviewed by the Chief Executive (this function may be delegated). This includes press information as well as interviews, public presentations, articles for publication and strategies, reports and documents for a public audience (this list is non exhaustive). The office may also use the material as part of the communication strategy.
- 2.29 You should refer to the style guide and templates for letters and correspondence. You may not use the OPCC letterhead for personal letters or non-official correspondence. You may sign correspondence, invoices or orders for us only if you have authorisation and only in accordance with our normal procedures. All incoming post whether marked personal, private or confidential or in any other way will be opened and dealt with by us in accordance in our normal procedures.

### **Use of Social Media**

- 2.30 This policy deals with the use of all forms of social media and all internet postings, whether written, audio or video. Examples include social media websites such as Facebook, LinkedIn, Twitter Wikipedia, and all other internet postings, including blogs, videos and podcasts. The policy applies to the use of social media for both personal and business purposes, whether this is done during business hours or otherwise. It also applies whether social media is accessed using our IT facilities or equipment belonging to you.
- 2.31 You may use social media to provide commentary on our, or related activities in a manner that is generally supportive and provides helpful comment or commentary. You may not use your own social media to give information ahead of corporate publication.

If you see content in social media that disparages or reflects poorly on our organisation or our stakeholders, you should inform us. All staff are responsible for protecting our reputation.

- 2.32 Personal use of social media is never permitted during work time or by means of our computers, networks and other IT resources and communications systems.



- 2.33 We may require you to remove any internet postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.
- 2.34 You must not:
- use social media in a way that breaks any of our other policies
  - break any rules of relevant regulatory bodies
  - break any obligations you have relating to confidentiality
  - jeopardise our trade secrets and intellectual property
  - use our logos, brand names, slogans or other trademarks, or post any of our confidential or proprietary information without prior written permission
  - misappropriate or infringe the intellectual property of other companies and individuals
  - defame or disparage us or our affiliates, business partners, suppliers, vendors or other stakeholders or make any communication which (in our opinion) brings us, or them into disrepute or causes harm to our or their reputation
  - render us liable for copyright infringement or fail to accurately reference sources of information posted or uploaded
  - harass or bully other staff in any way
  - unlawfully discriminate against other staff or third party
  - breach our Data Protection Policy (for example, never disclose personal information about a colleague online)
  - comment on sensitive topics related to our work; or
  - breach any other laws or ethical standards (for example, never use social media in a false or misleading way, such as claiming to be someone other than yourself or by making misleading statements)
- 2.35 You should ensure that you take steps to secure your social media accounts for personal safety. This should include: setting security settings to restrict access to those you don't know, not sharing personal information, such as email and home addresses, turning off GPS/location tracking options and being aware of the impact of your social media use on others. You should be careful about adding applications to social media accounts, as you will often be granting permission to account information to the third party provider, and therefore may compromise the security of your account. If you use third party apps make sure you read the small print before signing up.

### **Corporate Social Media Accounts**

- 2.36 All applications for new corporate accounts must be approved in writing by the Chief Executive before they are opened by staff. Any individual who wishes to open an account must demonstrate that the account has a purpose to promote the work of the OPCC and that they understand their responsibilities in managing the account (as detailed in this document). Any individual who no longer wants to have an official account must either pass the account to another team member to carry on (informing the Chief Executive when this happens) or close the account down. Nobody can change an official account to a personal account.
- 2.37 All accounts should link back to the main OPCC website to provide context and background as well as to help drive traffic onto the main site.
- 2.38 The Chief Executive reserves the right to refuse new social media accounts, or close any social media accounts that do not comply with this policy. The Chief Executive will monitor all corporate social media accounts to ensure that they comply with policy and guidelines, and will issue guidance to individuals where appropriate.

- 2.39 All social media accounts must have their usernames and passwords registered with the Chief Executive to ensure that accounts can be protected and recovered if hacked. Individuals must also inform the Chief Executive when they change their password, name of account or owner of the account at the time of its change. All OPCC corporate social media accounts will be administered by the Chief Executive, and the Chief Executive may remove any material at his discretion. The Chief Executive will keep details of all staff members with access, and change passwords when team membership changes.
- 2.40 All social media accounts must be accurate, as well as kept up to date and relevant, with a regular flow of new content to maintain user interest. Out-of-date content should be removed as soon as it becomes out of date. The development of corporate sites will be the responsibility of the Chief Executive. Account owners will be responsible for the content of local sites. Managers will be responsible for monitoring the accuracy and relevance of local content.
- 2.41 All video footage, comments, text and photographs appearing on social media should reflect the corporate nature of the site. Nothing should be posted that could bring the OPCC into disrepute or conflict with our corporate message/style. No materials classified as SECRET or TOP SECRET using the Government Security Classification, should be published on the website. It is the responsibility of the member of individuals posting photographs or footage to ensure that they comply with legal or data protection requirements and, if necessary, a risk assessment, DPIA and/or EQIA should be carried out.
- 2.42 Uploading any information to social media is a form of disclosure and therefore must comply with data protection principles. Individuals should also ensure that they are familiar with the Freedom of Information Act 2000.
- 2.43 Social media accounts should not be used to liaise with journalists. All requests from journalists or information to be given out to journalists should be coordinated by the Chief Executive.
- 2.44 Whilst it is acknowledged you may choose to use your own personal mobile phones to update your corporate social media accounts, you are reminded to be careful about the security of your own equipment. If a personal mobile device with a police social network is lost, you should contact the IT Department as soon as possible.

### **Personal use of Social Media**

- 2.46 You should not make reference to the OPCC on personal social media accounts if comments are critical, or ridicule the organisation or other colleagues. You should also consider carefully any indirect reference to your role or the organisation. You are accountable for whatever you put into the public domain even in a personal account. Inappropriate use or inappropriate disclosure of personal information on social media sites is subject to criminal proceedings (in accordance with Section 170 of the Data Protection Act 2018 it is a criminal offence to disclose personal information unlawfully) and/or misconduct procedures.
- 2.47 If you use your personal details to contribute to social media you should take into consideration the fact you will be placing personal details into the public domain. This may impact on your own privacy, the security of family and friends, and may compromise your vetting status.

- 2.48 You should also be aware that the media use social media to gather information about public sector staff, including personal details, telephone numbers, e-mail addresses and links, images and interests, and are entitled to report on anything posted.
- 2.49 You must note that any comments made on social media will be deemed to be in the public domain and seen as official comment. Any comments could therefore be liable to a misconduct severity assessment. This applies to both personal and corporate sites. Comments made on personal sites should not reveal confidential information or jeopardise police operational matters.
- 2.50 When using personal accounts no use may be made of the Police and Crime Commissioner or his office in name, crest or insignia without the express permission of the Chief Executive. Consideration must also be given to any other matters of copyright. You also may not use OPCC photographs or images without the permission of the Chief Executive.
- 2.51 You should not set up unofficial or spoof groups, pages or accounts.
- 2.52 During election periods individuals should not post comments which could be judged to express political opinion on their own social media sites, or on other people's sites (in particular the political candidates). This is particularly important during elections for Police and Crime Commissioners.

### **Use of the Internet**

- 2.53 The Chief Executive has responsibility for maintaining the standards of our Internet and Intranet sites and ensuring that the IT system complies with the agreed security measures.
- 2.54 In order to access the IT network you must only use devices provided by the OPCC or otherwise authorised by the Chief Executive. You may only install approved software on our computer hardware and you may not download any software without prior permission of the Chief Executive.
- 2.55 Security of devices and the data stored therein will remain the responsibility of the individual user. Devices must always be used in accordance with the guidance and instructions provided when issued or subsequently. This is particularly important with regard to maintaining the security of the laptop and information it contains.
- 2.56 Use of the internet for personal purposes is at our discretion. A small amount of personal internet use is permitted provided that:
- It is not excessive
  - it does not interfere or conflict with business use
  - only browsing of the internet is undertaken
  - the activity is not undertaken during work time; and
  - the restrictions set out in this policy are adhered to
- 2.57 If unsuitable material is accidentally accessed on the internet you should immediately report this to your manager so that the circumstances can be explained and considered. Generally, no action will be taken for genuine accidental access to unsuitable material.
- 2.58 Where you suspect that any accessed file may contain a virus, you must immediately break the connection, stop using the device and report the matter to the IT support desk.

- 2.59 You must not use your work devices to:
- access external personal email accounts
  - visit auction sites, sites promoting offensive or extremist views, sites promoting any form of discrimination or hate crimes, personal contact and dating sites, music and entertainment sites, games sites or any other sites which could bring us into disrepute
  - register to receive regular emails from such sites which are not for business purposes
  - download software or copyright information from the internet without prior permission
  - take part in shares or securities dealing or undertake financial transactions related to a personal business
  - post or disseminate information which you know to be confidential about us or our staff, suppliers or other stakeholders unless you have the relevant authority to do so
  - gamble on the internet
  - purchase private goods or services; or
  - view, access, attempt to access, download or upload materials which we deem to be obscene, offensive, harassing, discriminatory, violent or pornographic

### **Use of Email**

- 2.60 You should use email, both internally and externally, primarily for your work and in the normal course of our business and serving our customers. The standard and content of email messages must be consistent with the standards we expect for other written communications and email messages should always be presented in the approved corporate style.
- 2.61 You must ensure that at least one other member of staff has access to your work email account. This is to ensure continuity of work in the case of your being unavailable. It is your responsibility to ensure that you others who have access to your email account have been selected with recourse to the level of confidential information in your inbox.
- 2.62 Email should not be used to transmit information insecurely, or to an insecure site.
- 2.63 If emails being sent externally contain information about any individual then the sender should be aware that this might constitute the disclosure of personal data subject to the Data Protection Act. It must be ensured that such disclosure is in compliance with our policies on data protection and the disclosure of information. Where appropriate the Privacy Notice should also be sent (as a hyperlink or attachment to the email).
- 2.64 Examples of misuse of emails includes :
- excessive use for personal purposes
  - sending or circulating emails which contain language which is abrupt, inappropriate or abusive
  - forwarding unsolicited junk email or other advertising material to other users who did not specifically request such material, whether internally or externally
  - accepting or open any file received as an email attachment if you are in any doubt about its source or content
  - creating, transmitting, downloading, printing or storing software, or anything which may cause harassment or alarm or anything which breaches copyright or other intellectual property rights
  - receiving emails from internet sites with which you have registered and which are not for business purposes

- disseminating information either within or outside the OPCC which you know to be confidential about us or our staff, customers or suppliers, unless you have the relevant authority to do so
- transmitting, receiving, retaining, displaying, printing, forwarding or otherwise disseminating material which we deem to be offensive, fraudulent, illegal, harassing, discriminatory, offensive, pornographic, obscene or defamatory; or
- deliberately or recklessly disseminating destructive programs such as viruses or self-replicating codes

## **IT Equipment**

### **Mobile Technology**

- 2.65 Your access to telephone or video-conferencing facilities is to enable you to carry out your work. You may make personal calls but these should be short, infrequent, and within the UK. You must reimburse the organisation for costs incurred in personal use. Overseas calls are not allowed except for work related purposes.
- 2.66 You may be supplied a mobility device for work-related purposes. All mobility devices and personal mobile phones should be switched onto silent/vibrate mode when on open working floors.
- 2.67 You must not share your personally issued device with anyone else, even internal colleagues. Where pool devices have been provided, these devices will be shared only between named, designated users of the team who have also signed this agreement. Users are responsible for their own device (or the pool device) and all actions carried out upon it.
- 2.68 Users should avoid opening any attachments which are unexpected or from unsolicited sources.
- 2.69 Some of the settings on your device have been configured by your system administrator to help keep the information on it secure. Changing or circumventing these settings could put information at risk.
- 2.70 If using a device overseas, you must consult with Information Security at least 7 days before travel. You must take extra care to ensure that they cannot be overlooked and take all possible precautions to prevent their device being stolen. There are several legal issues surrounding the overseas carriage and use of cryptographic items that must be considered in addition to any specific handling procedures based on the perceived threat.
- 2.71 You must not use any personal devices to share confidential or sensitive information about individuals. This includes using personal mobile phones to take photos for media purposes.
- 2.72 Examples of misuse of mobile technology include:
- private or freelance business
  - gambling
  - pornography
  - chat lines
  - conducting political activity
  - sending, forwarding or replying to offensive or obscene text or other messages or attachments

- passing on confidential information about us or any of our work, or any other information which could bring us into disrepute or could amount to a security breach
- making potentially libellous or untrue malicious statements; and
- making or sending hostile, harassing or bullying calls or message

## Security Incidents

- 2.73 If a force device has been lost/stolen you must contact the Help desk immediately on 3344 or 0121 626 8344 or if out of hours call 101. If you believe your password has been compromised and you have not always been in possession of the device you must contact the helpdesk immediately. You must also contact IT&D if your device appears not to be functioning as normal, or shows signs of physical tampering. You must also contact the OPCC Data Protection Officer (Head of Business Services) as this may be a data breach under the Data Protection Act 2018.
- 2.74 You must keep your mobility device locked when not in use and exercise care when entering your device password or pin code, and not disclose it to anyone (including IT&D support staff, managers or colleagues).
- 2.75 It is important that passwords are strong (i.e. random and difficult to guess). If a weak password is chosen, this could make it easy for sensitive data on the device to be accessed should the device fall into the wrong hands. You must adhere to the WMP Password Policy which includes
- Do not use the same password for a mobile device as for any other system.
  - If the password is written down, it must be placed in an envelope marked OFFICIAL and treated accordingly (i.e. kept in a secure cabinet). Under no circumstances should a written copy of the password be carried along with the device.
  - If a user has any reason to believe that their password has been compromised, it must be changed immediately.
- 2.76 Mobile devices are an attractive target to thieves. In addition to the obvious inconvenience of having a device stolen, there is also a risk of sensitive data being extracted from a stolen device by an attacker. Therefore, users must take all possible measures to avoid their device being stolen – and not be left unattended in a public place.

## Monitoring

2.77 We may monitor you in the following ways:

Medium	Nature of Monitoring
Laptop or mobility device	<ul style="list-style-type: none"> <li>• We may monitor your access to devices and any information you hold on them.</li> </ul>
Telephone	<ul style="list-style-type: none"> <li>• The number, duration and destination of telephone calls made and received may be monitored and reports produced. This is to ensure that no excessive or inappropriate use is made of the telephone system.</li> <li>• We may access your voicemail whilst you are absent, e.g. due to holiday or sickness, to check whether any messages are about your work or our business.</li> <li>• In certain rare circumstances, we reserve the right to record and listen to telephone conversations. This will be where we suspect you are carrying out illegal or criminal activity (including forms of discrimination, bullying or harassment), or activity which puts our</li> </ul>

	interests at serious risk. We will only take this action if it is not possible, feasible or realistic to obtain the information/evidence in any other way.
Email	<ul style="list-style-type: none"> <li>• We may monitor your individual email traffic, including the use of certain email addresses</li> <li>• We have the right to access your email account whilst you are absent, eg due to holiday or sickness, or after you have left our employment, to check whether any emails are about your work or our business.</li> <li>• We also reserve the right to retrieve and read any email you send or receive if we suspect you are carrying out illegal or criminal activity (including forms of discrimination, bullying or harassment), or activity which puts our interests at serious risk. We will only take this action if it is not possible, feasible or realistic to obtain the information/evidence in any other way.</li> <li>•</li> </ul>
Internet	<ul style="list-style-type: none"> <li>• We may monitor your individual internet traffic, including viewing which internet sites you have accessed. We may limit your access if we consider that you are making excessive or inappropriate use of the internet for private purposes.</li> </ul>
Social Media	<ul style="list-style-type: none"> <li>• We may monitor your individual social media postings and activities to ensure that our rules are being complied with and for legitimate business purposes.</li> </ul>

## Disciplinary Action

- 2.78 Inappropriate use of the telephone, email and internet may lead to legal claims against us and/or you. You must not knowingly use the telephone, email or internet to break the laws and regulations of the UK or any other country.
- 2.79 Failure to comply with this policy will normally be considered to be misconduct under the disciplinary policy, although serious misuse can be treated as gross misconduct. Examples of behaviour which may be treated as gross misconduct include but are not limited to:
- posting or disseminating information which you know to be confidential about us or our staff, stakeholders or suppliers unless you have the relevant authority to do so
  - failure to comply with the Government Security Classification system
  - transmitting, receiving, retaining, displaying, printing, forwarding or otherwise disseminating material which we deem to be fraudulent, illegal, harassing, discriminatory, offensive, pornographic, obscene or defamatory
  - deliberately or recklessly disseminating destructive programmes such as viruses or self-replicating codes
  - gambling on the internet
  - bring us, or our affiliates, partners, suppliers, vendors or other stakeholders into disrepute; or
  - viewing, accessing, attempting to access, download or upload materials which we deem to be obscene, offensive, harassing, discriminatory, violent or pornographic

## Standards of Dress

- 2.80 You are expected to dress appropriately and in a way that gives confidence to our communities and the public.

## Business Interests

- 2.81 Staff who have a business interest or wish to obtain approval for undertaking a business interest should comply with the procedure outlined within this policy. This policy aims to ensure that all staff are treated equally, fairly and from an organisational perspective, security, ethics and responsibilities are taken into account. The application of this policy will ensure that a business interest does not conflict with an individual's role within our office.

- 2.82 You are required to declare and seek approval for a business interest while you are working for us if any of the following conditions apply:

- you carry out any business or employment for hire or gain
- you hold a post that requires vetting
- the business is one that could conflict with the functions of the office
- the business or its association is or could be in contract with the office
- you, or any family member holds, or possesses a pecuniary interest in a liquor license, public house, off license or betting/gaming establishment within the area,
- a business is operated by a family member at premises where the individual resides
- a business is operated by a staff member's spouse/partner (where they are not separated) at premises within the force area
- irrespective of the above, you wish to declare a business interest

**Note:** For the purpose of this policy, family member is defined as spouse, civil partner, long-term partner, parent, offspring or sibling. Within this definition, it is accepted that in some cases, staff may not be taking any active part in the business.

- 2.83 Where the business interest already exists, applicants for posts in the office will be required to declare and seek approval as part of the recruitment and selection process. This must be completed prior to commencing employment.

### Principles

- 2.84 The Chief Executive has responsibility for the approval of business interests. In making that decision he will consider the details of the application along with the following factors:

- whether the activity is one regulated by the police, or where police are involved in licensing
- whether a conflict of interest could arise, including any interest that has contract with the OPCC
- whether the business interest has the potential to cause embarrassment or bring disrepute to the office
- any risk to your personal health and wellbeing. A business interest could involve a risk of injury or increased stress and tiredness that may impact upon your ability to perform your duties safely and/or to a satisfactory standard
- recognition of the Working Time Regulations, with specific regard to the total hours worked (in relation to you employment with the OPCC and your business interest) and the resultant risks to health and safety



## Process

2.85 The stages in the process are as follows:

- you should meet with your manager to discuss your business interest, prior to making a formal application
- following this meeting you should submit the application form to your manager who will progress the application with the Chief Executive
- a final decision will be reached within 28 days from the application being received. Managers will be responsible for keeping applicants informed of progress
- where approval is granted the Chief Executive may impose certain conditions. A copy of the approval letter shall be retained on your personal file
- where approval is not granted you will be sent a letter with the reasons and a meeting will be held with you, fully explaining the rationale for the decision. This and the application form will be placed on your personal file
- you are required to declare any changes concerning the nature of the business interest and the Chief Executive will review these in light of the circumstances. You should be aware that depending on the degree of change, continued approval to a previously agreed business interest may not be granted

2.86 Where business interests are approved you must comply with the following conditions:

- duties/commitments in connection with the business must be carried out in your own time and away from the OPCC premises
- you must not advertise your role as a member of the OPCC staff to promote the business or any product of the business, nor should you allow other organisations to do so
- you are responsible for compliance with Working Time Regulations and health and safety requirements
- where one or more member of staff holds a joint business interest, each individual concerned must apply for approval in accordance with this policy
- specific consideration will be given where individuals seek approval for a business interest and there is concern over their attendance levels

## Withdrawal of Approval of Business Interests

2.87 Where approval for a business interest is withdrawn the circumstances must be recorded in writing. A meeting must be held with the individual concerned, fully explaining the rationale for the decision.

## Sanctions

2.88 Breaches of this policy will be dealt with as a [disciplinary matter](#).

## Grievances and Resolutions

2.89 We believe that everyone has the right to be treated fairly with dignity, courtesy, and respect. We want you to feel able and willing to raise concerns and complain about matters that you feel are affecting you at work. This grievance process is designed to support you in resolving situations where you feel you have been unfairly or unreasonably treated. We want to assure you that we will take your complaints seriously and deal with genuine grievances in a supportive way.

- 2.90 It is expected that employees and managers make every effort to resolve issues at the earliest opportunity, and at the most local level possible, in order to remedy causes of concern and promote productive working relationships.
- 2.91 This policy seeks to:
- provide a clear, transparent and structured framework to deal with concerns, problems or complaints raised by employees during the course of their employment
  - encourage open and transparent communications so that difficulties arising during employment can be resolved quickly and fairly
  - Ensure responsible attempts are made to resolve problems and complaints informally
  - Ensure you can raise complaints, concerns and problems at work and feel confident that you have the opportunity to voice your concerns and feel that you are being genuinely listened to whether at the informal or formal stage of a grievance.
  - Investigate grievance matters including whether similar grievances have been raised before, how they were resolved, and any follow-up action that has been necessary, to allow consistency and fairness in treatment
  - ensure that all grievance meetings are held in private, without interruption and that grievance matters are treated with sensitivity and in complete confidence
  - Respond promptly to any grievances and inform the employee in writing of any outcome
  - Enable and guide managers to deal effectively with complaints, concerns and perceived problems at work.
- 2.92 Grievances are concerns, problems or complaints that you may raise with us during the course of your employment and may refer to:
- terms and conditions of employment
  - health and safety
  - work relations
  - new working practices
  - organisational change
  - equal opportunities
  - discrimination

If your grievance is about a serious public interest matter you should raise this through the Whistleblowing policy.

- 2.93 If your grievance relates to the Police and Crime Commissioner or a Board Member a slightly different procedure may be followed. For example, mediation may not be suitable. The Police and Crime Commissioner is responsible for deciding how to deal with the grievance.
- 2.94 This procedure sets out the responsibilities that both we and you have to ensure that a fair procedure is followed. All stages of the procedure will be followed within a reasonable timescale, unless there are special circumstances justifying a longer timescale, for example ongoing internal, external or criminal investigations. In such cases, timescales will be discussed with you (and your representative if appropriate) at the earliest opportunity and where possible, alternative timescales will be mutually agreed.
- 2.95 It is important that you feel supported and at ease whatever the stage of the process. You have the right to be accompanied to any meetings, hearings or appeals by a single companion who is either your trade union representative or a work colleague. Any work colleague whom you have requested to accompany you will be given a reasonable amount of paid time off to prepare for and attend the meeting. Please note that it is your responsibility to secure the attendance of your work colleague. Whilst the informal stage of

this policy does not attract the right to be accompanied, we recognise that in some circumstances, you may wish to be accompanied during the informal stages and therefore this will be supported. Your representative is there to offer you support throughout the process. During a meeting, hearing or appeal, with your agreement, your representative can explain the key points of your grievance, confer with you, and sum up your case. They can also request an adjournment. However, they cannot answer questions on your behalf or address the meeting if you do not want them to.

- 2.96 A grievance meeting, hearing or appeal can be postponed and rescheduled if you or your representative or companion are unable to attend e.g. due to illness or exceptional circumstances. It will be rescheduled for a suitable alternative date which should not be unduly delayed and will usually be within seven calendar days of the original date (or longer if both you and we agree). If your representative or companion is not available for the rescheduled date you should identify an alternative representative or companion or attend without one. If you are still not available, before deciding to proceed in your absence we will assess whether you have had sufficient opportunity to attend. If you fail to attend we may proceed with the information available to us in your absence.
- 2.97 You may due to a disability require a reasonable adjustment to support you in engaging with the grievance process. You should specify, as soon as possible, what adjustments would be helpful so that we can work with you to make the most appropriate arrangements.
- 2.98 Both you and ourselves must respect and maintain confidentiality throughout any grievance process and only inform those who are involved in or need to know about your complaint. A breach of confidentiality may be viewed as a disciplinary offence. However, if there are circumstances where we feel that the safety of an individual or individuals is at risk, confidentiality will be overridden by our duty of care and any legal obligations to disclose information.
- 2.99 We will keep written records detailing your grievance case, including any appeal information. The records will be treated as confidential and kept in accordance with relevant legal requirements.
- 2.100 The [Employee Assistance Programme](#) offers completely confidential independent support which may assist you in considering what would be best for you and your working relationships.

### **Informal Procedure**

- 2.101 Where possible, concerns should be resolved in the most informal and respectful manner possible. This ensures that issues do not grow out of proportion to damage professional and personal relationships. This also means that individuals and managers must take responsibility when they realise that such situations have or are about to develop.
- 2.102 You and your manager should seek and expect most concerns to be resolved satisfactorily at this stage. If you do not feel able to approach your manager, you should liaise with their manager or the HR Manager to help you to consider how to deal with the matter that is causing you concern. Your manager may keep a note of the informal meeting, covering the general points. However, these discussions do not form part of the formal grievance procedure. There may be occasions where it is inappropriate to raise the matter informally, in which case you should proceed to the formal procedure.

## Mediation

- 2.103 Mediation is an excellent means of assisting individuals and their colleagues or managers to address issues of conflict or to repair damaged relationships. At any stage in this procedure, the OPCC or the employee may request that the matter be dealt with through mediation, and where all parties agree, the grievance procedure may be put on hold.
- 2.104 Where the mediation process achieves an outcome agreeable for all parties, then the formal grievance process can be closed. The outcome will be confirmed to the employee in writing.
- 2.105 Mediation may not be suitable in some circumstances (eg if the individuals are at very different levels of seniority in the organisation)

## Formal Procedure

- 2.106 If you have not been able to resolve your concern informally or where you believe your complaint is more serious, you can submit a formal grievance. To do this you must put your grievance in writing and send it to your manager or if the grievance relates to your manager to the HR Manager or Head of Business Services. This should be done without unreasonable delay. Your written complaint should cover the facts of your grievance and include:
- the nature of your grievance
  - how you have sought to resolve this to date (including details of the informal action taken)
  - the reasonable outcome you think is appropriate - e.g. an apology or a change of policy or procedure
  - supporting information/evidence

Written submissions may be shared with the person who you have submitted a grievance against. If you have concerns about this you should raise your concerns **before** making your written submission in order that a way forward can be agreed.

- 2.107 On receipt of your written grievance an assessment will be made of whether an informal process could be attempted first. If it is agreed that a formal process is required, your grievance will be referred to the Deputy Chief Executive, who will appoint a senior manager to deal with your case. This will be a member of the Senior Management Team who is not involved in your grievance.
- 2.108 The appointed manager will take all reasonable steps to gather the background information required in order to assess your grievance. They may contact you or the person your grievance is against, and they will also take other necessary steps to gather relevant background information in order to form a judgement on the issues being raised. Following these investigations the appointed manager will produce an investigation report.
- 2.109 If the appointed manager (or your line manager) feels it is appropriate after an initial review of the issues raised we may implement supportive interim adjustments to your working arrangements and or those of others affected by the grievance. Such adjustments are not a pre-judgement of the issues raised. Adjustments are intended to support all involved ensuring that what may be a sensitive or tense situation is minimised during the process.

## **Grievance Hearing**

- 2.110 We aim to schedule a hearing within 21 calendar days of either receiving your formal grievance, or the conclusion of the grievance investigation; whichever is soonest. In all cases, we will ensure you have at least 7 calendar days' notice to attend. We will provide you with a copy of all the documents we will be considering prior to the hearing, including any witness statements, unless in exceptional circumstances there is a valid reason not to do so. We recognise that there may be occasions where a witness wishes to remain nameless. In such cases, and only where we agree that it is appropriate, we will anonymise the respective witness statements. Remember you have the right to be accompanied at the meeting and you and any companion must make every effort to attend the meeting.
- 2.111 At the hearing, you will have the opportunity to explain and fully discuss the nature of your grievance and how you think it should be resolved. The meeting may be adjourned if it is felt that further investigation is required to establish all the facts of your complaint. Once your full case has been heard, the appointed manager will adjourn to review and consider your complaint. When they have reached a decision, they will notify you of the outcome of your grievance and what, if any, action we will take to resolve it. Due consideration will be given to the reasonable outcome you requested in your submission, but the appointed manager may decide that other actions are more appropriate. We will aim to confirm the outcome to you verbally within 7 calendar days and in writing within 14 calendar days or such reasonable time as is appropriate. If more time is required to consider the grievance you will be informed of the revised timescale. Where-ever possible this extended timeline will be agreed with you. We will also advise you in writing of your right to appeal against the decision.

## **Grievance Appeal**

- 2.112 If you are not satisfied that your grievance has been satisfactorily resolved, you have the right to appeal against the decision. You must clearly explain the grounds for your appeal, in writing, and send it to the Deputy Chief Executive within 7 calendar days of the date that you receive the original decision. If you wish to present new evidence, you should submit this with your letter of appeal, wherever possible. Following receipt of your appeal, the Deputy Chief Executive will appoint a senior manager (not previously involved in your grievance) to hear the appeal. We will invite you to a meeting to hear your appeal without unreasonable delay and with a minimum of 7 calendar days' notice. If you wish to submit a full statement of case, provide additional supporting information, call witnesses etc., this should be submitted in advance and no later than 2 working days before the appeal hearing.
- 2.113 At the appeal hearing, we will consider the reason you have given for your appeal, including any new evidence you have provided, where relevant. We will then adjourn the appeal hearing to consider your case and decide whether to change or uphold the original decision. Once we have reached a decision, we will notify you of the outcome and subsequently aim to confirm this to you verbally within 7 calendar days and in writing within 14 calendar days or such reasonable time as is appropriate. If more time is required you will be informed of the revised timescale and wherever possible this extended timeline will be agreed with you. The appeal hearing decision is final and you do not have any further right of appeal against our decision.

## **Other scenarios and considerations**

- 2.114 If you abuse the grievance process by making deliberately untrue, malicious or vexatious complaints, we may decide to take disciplinary action against you.

- 2.115 If you raise a grievance whilst we are investigating a disciplinary matter against you, we will consider whether it is appropriate to put the disciplinary process on hold to deal with your grievance. If the subject of your grievance is linked to matters involved in the disciplinary investigation, or the process we are following, we will normally consider the matters you raise as part of the disciplinary process and not through a separate grievance route. Whilst disciplinary/misconduct procedures are separate from the grievance procedure, there may be instances where matters of misconduct are identified during the grievance process. Whilst we will aim to conclude the grievance process, in some circumstances it may be necessary to suspend the grievance process until the outcome of the discipline/misconduct investigation is known. In such circumstances cases will be regularly reviewed and you will be kept informed of its progress as appropriate.
- 2.116 If you have raised a grievance and subsequently leave our employment without the grievance being resolved, we may decide to continue to follow our grievance process, to try and resolve the issue.
- 2.117 If you have left our employment and wish to submit a grievance you must do so in writing within 14 days of your last working day. This is a paper-based process and your written complaint should detail the nature of your grievance and the outcome that you seek to achieve. The grievance will be investigated by a manager within 14 days of its receipt and you will be notified of the outcome in writing. There is no right of appeal from a post termination grievance decision.
- 2.118 Within 8 weeks of the completion of a grievance or subsequent formal process, it is recommended that managers consider undertaking a structured debrief to learn from the issues raised and process followed. This learning should be disseminated where appropriate.

### **Employees who have had a grievance raised against them**

- 2.119 We understand that having a grievance raised against you can be a difficult and stressful time, we want to ensure all staff are treated fairly with dignity, courtesy, and respect. We aim to move through the process quickly to avoid any unnecessary stress or anxiety. We will regularly update employees who have received a grievance against them with progress.
- 2.120 We may involve you at the informal stage to resolve the matter informally or through mediation in the first instance where possible.
- 2.121 It is our duty as an employer to listen to and support all employees involved. Your line manager will support you throughout the process, if your line manager is involved in the process a Senior Manager will be allocated to support you.
- 2.122 Any employee can request to see the written grievance raised against them, to do this you should submit a request in writing and send it to your manager or if the grievance related to your line manager the HR Manager or Head of Business Services. If necessary elements of the grievance may be redacted. For example, if the grievance is pending an investigation, information relating to this would be removed.
- 2.123 You have the right to be accompanied to any meetings, hearings or appeals by a single companion who is either a trade union representative or a work colleague. Any work colleague whom you have requested to accompany you will be given a reasonable amount of paid time off to prepare for and attend the meeting. Please note that it is your responsibility to secure the attendance of any fellow work colleague.

2.124 Once a complaint against an employee is concluded, a record of the complaint shall be retained by the HR Governance Group. If the complaint results in any disciplinary action or management action against the member of staff, a copy shall also be retained on their HR record.

## Capability

2.125 The primary aim of this procedure is to provide a framework within which managers can work with employees to maintain satisfactory performance standards, to encourage improvement where necessary and to ensure the management of absence is fair and consistent.

2.126 It is our policy that concerns over capability are dealt with fairly and that steps are taken to establish the facts and to give staff the opportunity to explore and address any capability or attendance problems, before any formal action is taken. Line managers are expected to hold regular one to one meetings with their staff to identify issues, explore causes and develop a joint approach to resolving the issues at the earliest opportunity. Line managers should ensure there are complete and transparent records and the formal capability process should be a gradual process.

2.127 We may vary any parts of this procedure, including any time limits, as appropriate.

2.128 We recognise that performance may be affected by many factors, including:

- lack of facilities and training
- lack of aptitude, skill or experience
- personal or family difficulties or events
- poor attendance for health
- trauma, or incidents at work that cause or trigger health or poor performance
- changes in the nature and allocation of work, including heavy workload

2.129 This policy deals with all aspects of capability and applies in cases of poor performance and absence levels which fall below the expected levels.

2.130 Consideration will be given to whether poor performance or poor attendance may be related to a disability and, if so, whether there are reasonable adjustments that could be made to your working arrangements, including changing your duties or providing additional equipment or training. We may also consider making adjustments to this procedure in appropriate cases. If you wish to discuss this or inform us of any medical condition you consider relevant, you should contact your manager.

2.131 Poor performance or poor attendance may also be as a result of experiencing trauma either from work or personal environment. In this case staff should discuss with their line manager, the OPCC safeguarding Lead or HR Manager to help seek the appropriate support mechanism.

2.132 Our aim is to deal with capability matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with a matter which is subject to this capability procedure. Therefore, you and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure. Likewise, you will normally be told the names of any witnesses whose evidence is relevant

to your capability hearing, unless we believe that a witness's identity should remain confidential.

### **Informal Resolution**

2.133 Where there are concerns regarding an individual's capabilities or poor attendance levels, managers should initially have an informal discussion with them to determine reasons for the unsatisfactory performance or poor attendance. This discussion should consider:

- the reason, frequency or number of incidents, and any patterns of behaviour
- background to why the behaviours are taking place
- any suggestions from the staff member as to how the line manager could assist in resolving the problem
- joint proposals for addressing the issues.

2.134 The overall aim is to work together to identify ways of resolution/improvement without recourse to the formal procedure.

2.135 Following the informal discussion an informal development plan should be drawn up with the individual taking into consideration the following areas:

- definition of issue/problem and the impact on attendance and/or performance
- training/retraining/development actions
- time plan for demonstrable improvement (with reference to specialist advice, e.g. Occupational Health or wellbeing provider if required)
- redeployment
- mentoring/coaching where appropriate
- actions to address attendance levels

2.136 If the staff member considers that the actions or behaviours of the line manager are contributing to the capability or poor attendance issues, they should raise this with the line manager directly if they feel comfortable doing so. If, however they do not feel comfortable raising such issues, they should instead be raised confidentially with either the HR Manager or Head of Business Services. In the case of staff paid at Grade 10 or higher the issue should be raised with the Deputy Chief Executive. For staff line managed by the Deputy Chief Executive, the issue should be raised with the Chief Executive. In such cases a decision will be taken as to whether the process should continue, or whether an additional manager should be joined into the process (either in addition to the line manager, or in place of the line manager). If the member of staff feels that their line manager has acted inappropriately, they should refer to the Grievance Policy or contact the OPCC HR Manager or Head of Business Services.

2.137 Further informal discussion/s should be arranged to determine whether demonstrable improvement has been achieved, and these should be in accordance with the agreed timetable.

### **Formal Capability Process: first step**

2.138 If improvements in performance are not achieved as a result of the informal resolution, the formal procedure will be implemented. The individual will be invited to attend a first formal capability interview and will be offered the opportunity to meet with their line manager or the OPCC HR Manager/ Head of Business Services and in some circumstances an assigned SPOC may be used. In such cases the individual must be given notification in writing of the interview to be held under the procedure, with a minimum of 7calendar days' notice. The notification should also include details of the general nature of the matter and examples of the unsatisfactory performance and the individual's right to be accompanied (You have the



right to be accompanied to the formal capability interview by a work colleague, trade union official or certified trade union representative).

- 2.139 Your manager will conduct the formal interview and should address the following points:
- confirmation/exploration of the unsatisfactory performance or poor attendance with documented evidence of where unsatisfactory performance has taken place
  - targets to be achieved
  - timescales for improvement/review
  - likely consequences of the shortcomings outlined
  - guidance on remedies, together with any appropriate training/retraining support
  - a written record of the interview/s should be taken
- 2.140 Following the interview your manager should prepare a development plan with timescales for improvement and a letter confirming that the you have been issued with first stage advice which should be sent to you along with a record of the interview.
- 2.141 Once your manager has implemented a development plan, timescales for its completion should be set along with monthly reviews. The purpose of these reviews is to assess whether you are on course to complete the agreed objectives or if any adjustments need to be made. Development plans should last no longer than 12 months and no less than 3 months, this is to ensure that that you have been given sufficient time to improve your performance
- 2.142 In some cases it may be necessary to extend the development plan beyond the agreed end date. This may be necessary where you have completed most of the objectives set but one or more are outstanding due to circumstances beyond your control i.e. awaiting a training course. The decision to extend the development plan should be made with you during a review of your performance under the plan. Extensions to the development plan should be, in most cases, no longer than a further 3 months.
- 2.143 Once the development plan has been completed your manager should write to you to confirm that you have completed the required actions within the plan and you have improved sufficiently for first stage advice of capability to be concluded. First stage advice will remain on your personal file for a period of not less than twelve months, and will be linked to a review of any action plan(s) agreed during this period.

### **Formal Capability Process – second step**

- 2.144 If there has been insufficient improvement, or any improvement has not been maintained within the agreed timescales, you will be invited to attend a second formal capability interview. In such cases you must be given notification in writing of the interview to be held under the procedure with a minimum of 7 calendar days' notice. The notification should also include details of the general nature of the matter and examples of the unsatisfactory performance and your right to be represented (You have the right to be accompanied to the second formal capability interview by a work colleague, trade union official or certified trade union representative).
- 2.145 Your manager will conduct the formal interview, addressing the points as set out in the first stage capability interview. Your manager should prepare a further development plan with timescales of improvement and a letter confirming that you have been issued with second stage advice which should be sent to you along with a record of the interview.
- 2.146 Review periods should be agreed in the same way as for first stage advice. During review meetings it may be agreed to amend the timescales.

2.147 Once the development plan has been completed your manager will write to you to confirm that you have completed the required competencies within the plan and you have improved sufficiently for second stage advice to be concluded. Second stage advice will remain on your personal file for a period of not less than eighteen months, and will be linked to a review of any development plans agreed during this period.

### **Formal Capability Process – third step**

2.148 If insufficient improvements have been made, a member of SMT will review the development plan and outcomes of the first and second steps to review the processes followed and ensure that sufficient timescales have been allowed to allow for development plans to be achieved. Where it is considered that adequate processes and time allowance has been granted, the member of SMT will decide on whether the matter should be escalated to the final interview.

### **Formal Capability – Final Steps**

2.149 If there has been insufficient improvement within the agreed timescales, or if a more serious performance problem arises you may be invited to a final interview. You should be aware that in the most serious cases where it is thought that you have been grossly incompetent, you may be dismissed with notice or pay in lieu of notice. This may also include serious health and safety concerns, or where following the issue of previous advice there has been insufficient or lack of sustained improvement.

2.150 A final interview will be arranged before a panel appointed by the Deputy Chief Executive. The panel will comprise the Deputy Chief Executive or a nominated deputy as Chair and a further senior member of staff who has had no previous involvement in the case. Professional HR advice will be made available to the panel. The interview will comprise of a presentation of the management case and your response. The management case will be prepared by your manager in consultation with the SMT member who conducted the third step review. You will be asked to submit a statement of your case, and both sides will be considered at the interview.

2.151 All parties should receive a minimum of 7 calendar days' notice of the time, date and location of the interview, although it is acknowledged that in complex cases, more time may be required. The details should be confirmed to you in writing. The statement of case prepared by both sides should also be made available and shared between the two parties at this time.

2.152 You have the right to be accompanied to the final interview hearing by a work colleague, trade union official or certified trade union representative.

2.153 The panel will, on the basis of the evidence presented, review the case and determine the appropriate action from one or more of the following areas:

- transfer to another pattern of work/role
- withholding of increments
- Continued or adapted development plan
- dismissal

2.154 A letter confirming the outcome of the Interview should be sent to you detailing any appropriate action and a copy will be kept on your personal file.

### **Capability Appeal**

2.155 You have a right of appeal against all action imposed under this procedure. The appeal hearing will determine whether the decision taken by the Panel at the time was fair and reasonable. If it is found that the decision taken by the Panel was not fair and reasonable,

the decision shall be referred back and the final interview will be undertaken again, taking into account any advice or recommendations made as a result of the Capability Appeal.

- 2.156 Notification of the intention to appeal against any appropriate action must be submitted in writing to the Chief Executive within 7 calendar days of receipt of the written confirmation of the action. Within 14 calendar days of your notification to appeal, you must submit a written statement outlining the grounds of the appeal.
- 2.157 Appeals will be heard by the Chief Executive or their appointed representative, advised by an HR specialist (who hasn't been involved in the previous process) and/or legal professional.
- 2.158 The case will be presented by the Chair of the final interview, supported by the HR/legal representative who advised the Chair. You have the right to be accompanied to the appeal hearing by a work colleague, trade union official or certified trade union representative. The appeal hearing decision is final and you do not have any further right of appeal against our decision.

## Misuse of Drugs including Alcohol

- 2.159 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 drugs including alcohol, and to ensure our organisational efficiency. The underlying principle is to prevent or treat drug or alcohol misuse and provide support and treatment for members of staff who have a self-declared drug or alcohol misuse problem. Throughout this policy when we refer to drugs; alcohol is included within this terminology.
- 2.160 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 drug related problems can affect our ability to deliver high quality performance and service.
- 2.161 As an employer we take responsibility for offering support and treatment for individuals with a drug misuse problem who acknowledge this, self-declare their problem and are prepared to undertake a rehabilitation regime. We will also define action to be taken in respect of those who have, or who are suspected of having a drug misuse problem. 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.
- 2.162 Drug misuse can lead to impairment of judgement. It is recognised that 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.
- 2.163 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.
- 2.164 Advice, education and training to prevent and to tackle drug misuse is important. Increased staff awareness of the effects of drugs and an understanding of likely symptoms of misuse will support prevention.

## **Responsibilities**

- 2.165 Staff with drug misuse problems should be encouraged to identify themselves, and should be assisted in seeking treatment.
- 2.166 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.
- 2.167 Once a problem is identified, you are expected to co-operate with an agreed rehabilitation regime. Failure to co-operate may be dealt with under the disciplinary or capability procedures.
- 2.168 If you have reason to suspect that a colleague may be suffering from an alcohol or drug misuse problem you could try to persuade them to seek specialist advice and assistance. If this is not appropriate or if they will not seek help then you should discuss the matter with your manager.
- 2.169 Managers are required to take action in relation to individuals about whom there is concern relating to drug misuse. If an individual admits to having a 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 manager to fail to act when a team member's work, performance or behaviour may be suffering as a result of drug misuse.
- 2.170 If an individual's work performance and/or conduct at work give cause for concern, the manager should follow the disciplinary 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 drug misuse problem, or the individual raises the matter her/himself.
- 2.171 If the individual admits to having a drug abuse problem they should be offered the opportunity of a referral to Occupational Health. 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.
- 2.172 If, after admitting to a 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 policy.

## **Workplace Testing**

- 2.173 Workplace testing is testing for the presence of drugs or alcohol in the body, following an established procedure. Work-place testing should be done in accordance with the underlying principle to prevent or treat drug misuse and provide support and treatment for members of staff who have a drug misuse problem.
- 2.174 Tests can only be requested by managers and only with the consent of the individual 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 drugs could be the cause
- where there is evidence suggesting that drugs could have been taken
- where there are visible signs that an individual could be under the influence of drugs;
- immediately following a workplace incident where serious harm may have occurred as a result of human action or inaction, in order to establish if drugs could have been a contributory factor

## Disciplinary

2.175 This information will help and encourage individuals to achieve and maintain acceptable standards of conduct at work, provide a framework to ensure consistent and fair treatment of all staff; and protect our interests. The policy incorporates time limits into each part of the disciplinary process so that matters are resolved as quickly as possible. We may change these time limits where necessary. We will explain any change to you. We may also begin disciplinary proceedings at any stage of the policy and skip stages of the policy depending on the seriousness of the alleged offence.

2.176 All correspondence and records of disciplinary matters are confidential. Appropriate members of management will be made aware of disciplinary matters. There may be other occasions where it is appropriate to disclose disciplinary records, e.g. for employee references, Court or Tribunal proceedings. You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure. You will normally be told the names of any witnesses whose evidence is relevant to your disciplinary hearing, unless we believe that a witness's identity should remain confidential.

2.177 Where appropriate, we will try to resolve any disciplinary matters informally. This will be appropriate for minor lapses of acceptable standards of conduct, including single incidents of low level rudeness, lateness, general conduct or performance. However this will not be appropriate for serious misconduct issues or matters such as allegations of bullying, harassment or discrimination.

2.178 Your manager will first investigate the matter and then, if they decide an informal meeting is appropriate, will invite you to a meeting where the matter will be discussed and considered further. If, following the meeting, the manager feels an informal warning is appropriate, s/he will highlight the unacceptable standard of conduct and provide clear instructions on the improvements required within a prescribed timetable. Your manager should also tell you that failure to comply with this instruction could lead to formal disciplinary action. Your manager will take a record of the discussion. A copy of these notes will be given to you (usually within 7 days of the meeting).

2.179 Where the incidence of misconduct is such that the informal procedure is inappropriate, or where informal resolution has not been successful, the formal procedure will be used. In the first instance the matter will be properly investigated. We will ensure that you know the nature of the complaint against you and you will be given the opportunity to have your say before any decision is made.

2.180 We recognise three types of misconduct: Misconduct, Serious Misconduct and Gross Misconduct. It is not possible to list all types of misconduct capable of meriting formal disciplinary action as each situation depends on its own circumstances. However, acts of misconduct could include (list is non exhaustive):

<b>Misconduct</b>	<b>Serious and Gross Misconduct</b> It is in our discretion to decide what amounts to serious
<ul style="list-style-type: none"> <li>• failure to comply with instructions following an attempt at informal resolution;</li> <li>• consistent lateness or poor time keeping;</li> <li>• absenteeism (including unauthorised leave or overstaying leave</li> <li>• abuse of flexitime or workplace flexibilities</li> <li>• abusive language or behaviour;</li> <li>• disobedience or a refusal to obey a reasonable and lawful instruction;</li> <li>• flaunting our rules/working practices (e.g. on drinking, smoking and health &amp; safety);</li> <li>• poor performance following reviews under the performance procedures;</li> <li>• minor incidents of inappropriate language or behaviour (minor in the view of the person harassed/bullied or victimised);</li> <li>• misuse (but not serious misuse) of our facilities including telephones (and mobile phones), e-mail and internet and any other our equipment; or</li> <li>• failure to report the individual's own wrongdoing or misconduct, or any actual or proposed wrongdoing or misconduct of any other employee.</li> </ul>	<ul style="list-style-type: none"> <li>• theft, fraud and deliberate falsification of records;</li> <li>• physical violence;</li> <li>• serious harassment, bullying or victimisation;</li> <li>• deliberate damage to property;</li> <li>• serious insubordination;</li> <li>• misuse of our property, including telephone/mobiles, e-mail and internet</li> <li>• bringing us and our name into disrepute;</li> <li>• carrying out work which conflicts with our business without our prior written permission;</li> <li>• serious incapacity whilst on duty due to, e.g., alcohol or illegal drugs;</li> <li>• serious negligence which causes or might cause unacceptable loss, damage or injury;</li> <li>• serious infringement of our rules and working practices, including our health &amp; safety rules;</li> <li>• serious breach of confidence (although your rights under the Public Interest (Disclosure) Act 1998 are not affected);</li> <li>• a criminal offence, which may, whether it is committed during or outside your hours of work, adversely affect our reputation or your suitability for the type of work we employ you to perform; or</li> <li>• failure to report your own serious wrongdoing or misconduct, or any actual or proposed serious wrongdoing or misconduct of any other employee or director.</li> </ul>

## Investigation

- 2.181 Before any action is taken, the manager or an appointed Investigating Officer will conduct appropriate investigations at the earliest opportunity to try to find out what happened. It may be necessary for the person investigating the matter to take statements from the relevant witnesses. The witnesses should sign and date these statements as a true record. They should not discuss the contents of the statements with other individuals. Rather than each person interviewed providing a statement, the person investigating the matter may decide instead that his/her own summary of discussions during investigatory meetings provide an adequate record of what is said. The person investigating the matter will collate relevant documents and it is their responsibility to ensure a full and accurate summary.
- 2.182 The investigation will normally be completed within a 2 week period. If there are exceptional circumstances which mean that the investigation will take longer to complete you will be kept informed of progress and likely timescales. The person conducting the

investigation will, following the investigation, decide whether or not the matter should proceed to a disciplinary hearing. If it is decided that disciplinary action is not appropriate, this will be discussed with you. If the decision is to hold a disciplinary hearing, you will, wherever possible (in rare circumstances it may not be possible. For example, if the allegation contains highly confidential information related to criminal allegations, or if the release of the information would constitute a data protection security breach), be told in writing the nature of the allegation or complaint against you and the evidence collected. This will usually be at least 7 calendar days before the disciplinary hearing takes place.

## **Suspension**

- 2.183 Where we have strong reason to believe that you could have been responsible for an act of misconduct, we may decide you should not be permitted to continue to attend work. If so, we are entitled to suspend you from duty pending an investigation and a possible disciplinary hearing. Suspensions must be approved by the Chief Executive and will not prejudice the outcome of the investigation. We will look for an alternative to suspension, such as redeployment, where this is appropriate.
- 2.184 The suspension will be reviewed on a regular basis and you will be kept informed of the progress of the investigation and probable timescales. Welfare support will be offered to the individual at the time of suspension and beyond. Whilst suspended you will be excluded from OPCC premises and systems and should not have contact with work colleagues without prior permission. You may attend meetings with your staff association/trade union representatives. Access to work related social and/or sporting events will be subject to approval by the Chief Executive.
- 2.185 Occupational Health support will be made available, to offer you psychological support during suspension. Ongoing Medical and Psychological support will be offered, if required, following your return to work. Where appropriate and in exceptional cases this support can be extended to your family members. You will receive your full pay throughout the period of suspension. If you are sick during a period of suspension you must notify us in the normal way and we will be entitled to pay you sick pay rather than normal pay for the duration of sickness irrespective of the duration of suspension or whether the suspension is lifted. If you have annual leave booked which falls during the time you are suspended, this will be considered annual leave.

## **Formal Disciplinary Hearing**

- 2.186 Once the matter has been properly investigated, we may deem it appropriate to hold a formal disciplinary hearing. We will not take formal disciplinary action without first inviting you to a prior disciplinary hearing, except in very urgent situations. The disciplinary hearing will be heard by a panel comprising of the Deputy Chief Executive or their nominated deputy, and a further senior member of staff. The Chair has complete discretion on how to run the hearing, including deciding on whether or not to call witnesses or the investigating officer. The Chair should assess the investigation and be confident that the investigation was undertaken fairly and accurately. A note-taker should be present at the hearing. The hearing has three functions:
- to decide whether there was misconduct.
  - if there was misconduct, to determine its severity (misconduct, serious misconduct or gross misconduct)
  - if misconduct is found, to impose a sanction.
- 2.187 Wherever possible, you will be notified of the time, date and location of the hearing at least 7 calendar days beforehand. The notification will include a summary of the nature of

the misconduct and of the results of the investigation and a warning of the possible outcome of the hearing. It is up to you to let us know of any good reason why you cannot attend a disciplinary hearing. If you do not attend, we reserve the right to proceed with the hearing in your absence. Hearings may be delayed once by up to 7 calendar days if your work colleague, trade union official or certified trade union representative is unavailable to attend on the date of the scheduled hearing. If you fail to attend without good reason, or are persistently unable to do so (for example, for due to a chronic health condition), we may have to take a decision based on the available evidence.

2.188 If either party is to rely on any documentation to be used at the hearing, for example any witness statements or summary of witness statements, such documents must be provided to the Chair of the Panel in good time before the date of the hearing, and will be shared with the other party. Witnesses may be questioned at the hearing, although the Chair has the right to refuse this where impractical or inappropriate.

2.189 You have the right to be accompanied to the hearing by a work colleague, trade union official or certified trade union representative. You must tell the Chair who your chosen companion is, in good time before the hearing. A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so. If your choice of companion is unreasonable we may require you to choose someone else, for example:

- a. if in our opinion your companion may have a conflict of interest or may prejudice the hearing; or
- b. if your companion is unavailable at the time a hearing is scheduled and will not be available for more than 7 calendar days.

2.190 We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) where this will help overcome a particular difficulty caused by a disability, or where you have difficulty understanding English. Your companion may make representations, ask questions, and sum up your case, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

### **Outcome following a Disciplinary Hearing**

2.191 Following a disciplinary hearing, we will decide what action to take (if any), allowing for the nature of the offence, the statements and answers provided by you or any witnesses, your current disciplinary record and other factors such as health or length of service.

2.192 You may be told the decision at the end of the hearing (possibly after an adjournment), although it will be confirmed in writing.

2.193 The following table provides an indication of the disciplinary steps which may be taken and how long they will apply for:

	1st Occasion	2nd Occasion	3rd Occasion
Misconduct	Oral warning (6 months)	Final written warning (12 months)	Dismissal
Serious misconduct	Final written warning (12 months)	Dismissal	
Gross misconduct	Dismissal		



This is a guide only and may vary with the circumstances, for example:

- A further act of misconduct which occurs while a disciplinary warning is in force (whether or not the misconduct is the same as that which gave rise to the warning), will entitle us either to extend the period of warning on file or to invoke new disciplinary procedures, following which the next disciplinary sanction may be deemed appropriate. If it involves serious misconduct, we are entitled to impose a more severe penalty than the next one set out in the table, e.g. from an oral warning to a final written warning.
- If there is an incidence or pattern of misconduct (e.g. absenteeism) which occurs after the end or lapse of a previous period of disciplinary warning, we will be entitled to impose a more severe penalty than the misconduct might otherwise merit.
- We may impose the disciplinary penalty which we consider appropriate in the circumstances (you will not be dismissed for a first offence, other than for gross misconduct or gross negligence).

2.194 If, following an investigation and a disciplinary hearing, we decide that you have committed an act of gross misconduct, we may dismiss you immediately without notice or payment instead of notice. If you are dismissed for a matter other than gross misconduct, you are entitled to be given the relevant contractual notice of the dismissal.

### **Disciplinary Appeal**

2.195 You may appeal against a disciplinary finding, or the severity or the penalty. Appeals should be presented in writing to the Chief Executive. The reasons for the appeal must outline the nature of the perceived inadequacies of the decision. We will nominate an appropriate senior person to hold the appeal hearing. Where possible, this will not be someone who was involved in the original decision or disciplinary process. They have complete discretion on how to run the hearing.

2.196 You may invite a companion on the same basis of that for the disciplinary hearing. Appeals will usually be heard within 7 calendar days of receiving the notice of the appeal. Any further documentation should be exchanged at least 2 days before the appeal hearing.

2.197 The outcome of the appeal hearing, together with the reasons for the decision, will be given in writing as soon as possible after the hearing. The person holding the appeal hearing will have authority to confirm or overturn the original decision, or to decide on a different outcome. The appeal hearing decision is final and you do not have any further right of appeal against our decision.

### **If you leave your post**

2.198 If your contract with us ends during a disciplinary process, because you retire or resign, or your contract period comes to an end, then the disciplinary process will end too and no further action will be taken. However, the Chief Executive may decide that the case will "lie on file", meaning that consideration could resume, at the discretion of the Chief Executive, should you return to a post with us. If you have been subject to immediate dismissal or dismissed as a result of gross misconduct with immediate effect, then the appeal process can take place after you have left the organisation, and, if the appeal finds in your favour, you may be reappointed and any lost wages repaid.

2.199 Employment references provided by us after you leave our employment will include information about disciplinary findings. This will be limited to a statement to say that you were subject to disciplinary action, and what sanction was imposed.

## Section 3: Pay and Reward

### Pay

- 3.1 Staff pay is determined by a national pay spine agreed by the Police Staff Council which represents Police and Crime Commissioners, Chief Constables and the Home Secretary of England and Wales and the employees of Chief Constables and Police and Crime Commissioners. Your basic pay will consist of a single point on a grading structure aligned to the national spine.
- 3.2 Each role will have a job description which has been evaluated using a recognised job evaluation process (usually carried out on our behalf by the force), which once agreed by HR Governance Group, will be added to OPCC Establishment. Job descriptions will be reviewed periodically and where as part of a review process it is identified that a role is much altered from the job description, a role may be put forward for regrading. If job evaluation proposes a change of grade, which is accepted by HR Governance Group an amendment will be made to Establishment. Where a role is regraded downwards a period of pay protection will be implemented for 6 months. Where the role is regraded upwards the individual will be placed at the bottom of the new band.
- 3.3 Adjustment to pay points (cost of living increase) will take place annually with effect from 1 September unless otherwise agreed by the two sides of the Council. It is negotiated by the Council having regard to pay movements elsewhere in the public sector, pay movements elsewhere in the economy, movements in the retail price index, recruitment and retention factors and police service funding.
- 3.4 Within the national pay scale there is a grading structure with 9 grades (1-9). Grades cover a number of spinal column points which allow you to progress through the Grade, subject to satisfactory performance and attendance until you reach the top of the Grade for your job role.
- 3.5 A number of Chief Officer roles are paid on spot points. These roles are not subject to incremental progression, although they will receive a cost of living increase in line with paragraph 3.3.
- 3.6 All new appointments and promotions will be made in accordance with this policy. New starters into post will usually start at the bottom SCP for the Grade. However some individuals may transfer into the new role with skills and competencies that have gained in previous roles or organisations and therefore it can be justified that they should start on a higher SCP. In these cases the higher starting point should be agreed by the Chief Executive, delegated to the HR Governance Group.
- 3.7 If you are promoted internally you will ordinarily start at the bottom of the new pay Grade. You will also receive any other benefits for your new role, such as an increased annual leave entitlement.
- 3.8 For a change of role at the same Grade, you will ordinarily retain the same salary; unless exceptional circumstances require an increase, which will be at the discretion of the Chief Executive.
- 3.9 It is recognised that the Salary Grade Structure may, over time, need to be adjusted to reflect any changes, which take place.

3.10 Payroll is managed by the Force and you will be paid on the 25<sup>th</sup> of the month. If an overpayment is made you will be contacted to arrange repayment of such monies. Any payroll alterations need be requested before the 1<sup>st</sup> of each month in order for changes to be present. If requested after this cut off back payment will be present within the employees next payslip.

## Progression

3.11 Decisions on the pay progression within the pay Grades will be taken by your manager. The approach adopted by managers will always be in accordance with relevant employment protection legislation and with consideration for all aspects of diversity.

3.12 Increments will be linked to delivery of PDR objectives and attendance and will be awarded on the following basis:

- normal salary progression of one pay point each year for satisfactory performance, i.e. taking into
- account achievement of PDR objectives, and satisfactory attendance
- progression through a Grade may be delayed in cases of poor performance. This will take
- account of PDR objectives and attendance

3.13 Where there is concern over your performance/or attendance sufficient notice should be given to provide the opportunity for the necessary improvements to be achieved, prior to the withholding of an increment.

3.14 If you are promoted to a new Grade between January and March you will not receive an increment in April of that year but will receive the value of any pay award. Performance will be assessed for progression in April of the following year.

3.15 Where an increment is withheld either as a result of attendance and/or performance then subject to the achievement of these targets by a subsequent increment date, salary will be reinstated at the SCP that would otherwise have been reached had withholding of the increment(s) not taken place.

3.16 The HR Governance Group will review recommendations made by managers with regards to pay progression. Membership of the committee will be determined by the Chief Executive. The committee will be responsible for ensuring consistency and fairness of approach and for challenging recommendations where they believe evidence is lacking.

3.17 A member of the group will meet with trade union representatives on an “exception basis”, to discuss any cases of individual concern. This will provide the unions with the opportunity to make submissions in respect of their members, before final decisions are implemented.

3.18 You should be able to evidence achievement of personal objectives against the requirements of your role. The appropriate form can be used to assist the PDR discussion. Where decisions are made to withhold, this should be recorded, along with the rationale for the decision

3.19 Managers have joint responsibility with their staff for their personal and professional development. Whilst individuals are encouraged to maintain a portfolio to evidence their development and growth, the organisation has an obligation to ensure that appropriate training and learning opportunities are provided. As such, access to development and training facilities, e-learning etc, will be made available to all.

3.20 Where you disagree with the review of your performance, attendance or the opportunities available for development or pay progression, this should be directed in the first instance to your manager. You will have the opportunity to personally present your case to your manager, accompanied by a work colleague, trade union official or certified trade union representative. The Chief Executive has the final decision on this matter.

## Secondments, Temporary Promotions and Honoraria

### Secondments

3.21 When a secondment is required, we will ordinarily open this out to an internal selection process. Where business need requires, an employee can be asked temporarily to undertake different duties at the same grade or apply to undertake a temporary role of the same grade on a short-term basis (normally for a period of two years or less). This is classed as a secondment and in these circumstances there will be no change to grade, basic salary or grade related benefits, such as annual leave. Any additional payments/allowances relating to the secondment role will be paid for the period of the secondment and those relating to their former substantive role will cease.

3.22 Circumstances may arise where key skills are required by management for an employee to cover a key area for a defined period and which may result in an employee being asked to fulfil a role at a lower grade for that period, e.g. to ensure knowledge transfer. In such circumstances the basic pay of the employee will continue at their current rate and the employee would retain any grade related benefits, such as annual leave. It is expected that secondments of this nature would not normally extend beyond 9-12 months.

3.23 Where an employee undertakes duties of a higher band for a temporary period of at least one month they will receive the pay associated with the higher graded role, normally at the bottom of the SCP scale for that role. Any additional payments relevant to the new role, such as a market supplement, will be paid to the employee and any relating to their substantive role will be withdrawn. For part-secondments, payments will be pro-rated as appropriate. All grade related terms, such as annual leave and notice periods, will be in accordance with the secondment grade for the duration of the secondment. Annual leave entitlement will be applied appropriately for the secondment grade, either on a 100% basis or, in the case of a part-secondment, pro rated in accordance with the working hours of the secondment.

3.24 Employees who commence secondments at a higher grade between January and March will not receive an incremental increase in the new role in April of that year. The value of any pay award will be applied. At the end of the secondment the employee will return to their substantive band and SCP point.

### Acting up (up to three months) into a Substantive Role

3.25 An acting-up allowance is paid where you are undertaking the full, or part of, the duties/responsibilities of an established, higher graded post for a period of 4 weeks up to 3 months. Typically an acting up arrangement will be offered where the substantive post holder is absent for reasons of maternity or long term sickness, or the post is vacant.

3.26 Payments in respect of this allowance are calculated on the basis of the difference between your current spinal column point and the minimum point of a higher grade, taking into account the percentage of the duties being undertaken. Where it is identified that the acting up duties call upon you to discharge most or all of the duties of the higher graded post, up to a further three increments within the scale may be awarded. Payments are made on a monthly basis, once a four week qualifying period has been completed - and backdated to the original start date. Payments will be subject to tax, national insurance and pension contributions.

### **Temporary Promotions (Three Months plus)**

3.27 Ordinarily a temporary promotion will be recruited to in the same way as a secondment; using the same principles and processes. If you are required to undertake the full duties and responsibilities of a higher graded post over an extended period of three months you should be temporarily promoted to that higher grade. The terms of the temporary promotion should be set out as a written amendment to your contract of employment and signed by you.

### **Honoraria**

3.28 Honoraria are normally paid retrospectively where an individual has undertaken duties/responsibilities outside the normal scope of their role and can be appropriate recognition for discrete pieces of work warranting acknowledgement due to their importance/impact on the effectiveness of the office. Payments are normally made as a single lump sum. In some circumstances this may be converted into monthly payments but these will be shown separately, and not consolidated into basic pay. Payments under this arrangement should not continue beyond a given and agreed review date.

3.29 Because of their nature there is no set formula for calculation of these payments and it is appropriate for payment of relatively small amounts to reflect individual contributions.

3.30 Payment of an honorarium is at our discretion and the Chief Executive will decide whether it is appropriate in consultation with the manager. Staff have no contractual right to such payments. Payments will be subject to tax, national insurance and pension contributions.

## **Allowances**

### **On Call Allowance**

3.31 In order to maintain the services required by the Commissioner, some staff are required to work on a 'standby basis' out of normal office hours. Such work includes activities that are required on a reactive basis to deal with urgent business. This will primarily relate to staff in Communications or the Business Support team, but may on occasion also relate to other staff, when there is a business need.

3.32 The allowance is paid at an annual fixed rate determined by HR Governance. It is not subject to pay awards but will be periodically reviewed in light of market conditions. The service may be delivered by more than one member of staff and if this is the case, the allowance will be divided between those participating. It is the responsibility of the team's manager to arrange the participants and rota, in consultation with team members to ensure a fair division of the responsibilities. Staff in the teams affected are expected to take part in the out of hours arrangement, however, participation is not compulsory and is not part of the employment contract.

- 3.33 The service must be delivered during the following times, which are not covered by normal office hours:
- Any period between the end of a normal work day and the start of another (effectively 5 pm to 9 am)
  - Weekend/public holiday, from the end of the last working day before the start of the weekend/public holiday, and the start of the first working day after the weekend/public holiday
- 3.34 In the majority of cases any work arising during the period covered by the on call allowance can be conducted by telephone and should be quickly concluded. In exceptional circumstances attendance may be required or time consuming work may be undertaken as a result of on call activity. In such cases, you should discuss the matter with your manager. Where it is reasonable to do so your manager may agree that the time worked can be taken at a later date as time off in lieu. This time off in lieu must be taken within four working weeks of being accrued. If the additional work has been extensive, an honorarium may be paid. This would need to be approved by both your manager and the Chief Executive. The allowance should not be regarded as fixed or guaranteed, and is not pensionable.

### **Other Allowances**

- 3.35 First Aid - An allowance of £62.50 per annum will be paid to an employee designated as a first aider, who holds a qualification approved by the HSE and will provide first aid to staff and others at their work base as necessary. They will also take delegated responsibility for checking and maintenance of first aid resources (medical box, information, updating of local procedures). Payment of the allowance will be reviewed annually and cease at the expiry of the qualification.

## **Long Service Award**

- 3.36 The Commissioner appreciates and values the contribution of all members of the wider police family and has established a long service award to recognise this. If you complete 20 years continuous Public Service you will be entitled to a gift to the value of £150\*. This one-off gift may be given at any time from your attaining 20 years' service until retirement. (This amount is excluding VAT and is the maximum value for the gift; no cash equivalent can be claimed) In order to ensure you have a gift that is meaningful you may choose it yourself. If you do so you will need to have Chief Executive approval in advance of purchase.
- 3.37 The Commissioner also wishes to recognise the commitment and the contribution made by our volunteers. All volunteers who complete multiples of five years voluntary service will receive a gift as recognition of the time given in supporting the vital role of holding the Chief Constable to account. The gift will be presented at a suitable ceremony arranged for that purpose each year.

## **Other Benefits: Cycle to Work, Travel Salary Sacrifice**

- 3.38 You are entitled to avail yourself of the employee benefits organised by the force for all employees. These include the cycle to work scheme and discounts on gym memberships. The scheme is called WM Extra and can be found [here](#)

3.39 The force also operates a salary sacrifice scheme for personal costs of travel. You can find more information on the [Corporate Travel Scheme](#)

## Pension

3.40 On appointment you will receive correspondence inviting you to join the West Midlands Pension Fund pension scheme. You can find more information on My Service Portal [here](#).

### LGPS Employer Discretions

3.41 If you are a member of the Local Government Pension Scheme and would like to take advantage of flexibilities you can find information here on our employer discretions. In the first instance please discuss this with your manager, who will raise your request with the HR Governance Group who will make the final decision. The following discretions may be available:

3.42 In the following cases decisions will take into account business need and costs to the organisation:

- Regulation 31 - Award of Additional Pension
- Regulations 16(2)e & Regulations 16(4)d. To fund in whole or in part the additional pension contributions (APCs) to a member's account (This discretion only relates to cases when the member is working as normal rather than absent from work with permission but no pensionable pay –in the latter scenario, employers must fund it if necessary)
- Regulation 30(6) - Flexible Retirement. Where an active employee who has attained the age of 55 or over who reduces their working hours or grade, may with the employer consent may take all or part of their retirement pension to which they are entitled at the date of reduction in hours or grade and continue to work. (A reduction of 40% in working hours is the recommendation)
- Regulation 30(8) - Waiving actuarial reduction on flexible retirement and Regulation 30(8). Waiving actuarial reduction on early retirement (age 55+) –for both active, deferred members & suspended tier 3 ill health pensions
- TP Regulation 1(1)(c) of Schedule 2 - Allow the 'rule of 85' to be "switched on" for members who would normally meet the rule but who will not if they draw the benefits age 55-59

3.43 In terms of the following two regulations we will only allow an extension to the 12-month period where it can be reasonably shown that the member was not provided with the required information within 6 months of starting.

- Regulation 22(8 & 9) - To extend the 12-month period to allow a member to transfer previously accrued Local Government pension
- Regulation 100(6) - To extend 12-month period to allow a transfer-in of non-Local Government Pension.

3.44 In terms of the following regulation we will only review employee contribution bands as at 1 April, 1 July, 1 October and 1 January. When a member's salary or hours change (either temporarily or permanently) during the year, the member will remain on the same employee contribution rate until the following review.

- Regulation 9(3) - Determine rate of employees' contributions.

NB “Reg16(2)e” means Regulation 16(2)e of the Local Government Pension Scheme Regulations 2013 [which apply from 1 April 2014] “TP Regs” means LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014].



## Section 4: Training and Fees

### Training

- 4.1 We are committed to developing individuals for the benefit of both the organisation and themselves. Training needs are identified through the Personal Development Review process and where the needs are suitable and budget allows they will be supported.
- 4.2 On commencement of a role with us all staff are expected to complete a mandatory series of training courses through the Force's NCALT eLearning programmes. These include:
- Data Protection Foundation Level Programme
  - Fire Safety E-learning\*
  - Freedom of information
  - Managing information: Non-Operational Challenges
  - An introduction to Government Security Classifications (GSC)
  - WMP Direct Access (DA) Laptops
- Those marked with an asterisk should also be completed on a 2 year basis.
- 4.3 You also have access to a large range of e-learning courses through the Force's Learning and Development Programme – found [here](#)

### Study Fees

- 4.4 You are encouraged to further your education by undertaking courses which lead to a recognised educational or professional qualification. We may provide financial or other support to help you pursue your studies.
- 4.5 Applications should be discussed with your manager in the first instance, and the final decision will be made by the Chief Executive. Any variations to this policy must be agreed with the Chief Executive in advance of study commencing. Each application will be reviewed against the following criteria:
- if the course is an express requirement or directly related to your current job role.
  - the course adds value to the work of the Commissioner, or individual objectives.
  - the course is required for future career development and related to the work of the Commissioner.
  - the course is required for future development but is not related to the work of the Commissioner.
  - Staff who have fixed term contracts are still eligible for payment of study fees in accordance with the requirements and process set out in this policy. However, the length of the fixed term contract and other factors such as the likelihood of contract renewal may be taken into account as part of the decision making.
- 4.6 If approved by the Chief Executive, he will liaise with your manager to determine the level of financial assistance that may be provided in with the following guidelines:
- All or part of registration fees, course fees, professional body subscription fees and examination costs;
  - time off to attend examinations;
  - half day revision leave for each exam;

- time off to attend course if day release (pro-rated for part-time staff); up to £75 contribution towards purchase of books and relevant library services; reasonable travel expenses up to three days leave per year to attend mandatory residential and educational visits .If the course is distance learning study leave may be granted.
- 4.7 To be eligible to apply for assistance your record of attendance, efficiency and conduct must be satisfactory. This will be evidenced through your probationary and personal development review completed by your manager.
- 4.8 Travel expenses should be claimed by completing the normal claim form.
- 4.9 Your manager will hold a meeting with you every six months to review progress and the effectiveness of learning to date. It is your responsibility to attend the course regularly, complete work and submit assignments within agreed timescales. Continued support for your course will be dependent on satisfactory progress. In the event of exams being failed, you and your manager should discuss the reasons behind the failure and whether it is in the interests of you and the organisation for the exams to be re-taken. Funding for the re-sitting of examinations will be at the discretion of the Chief Executive.
- 4.10 You will be required to pay back fees in the following circumstances:
- If you choose to leave the course before completion and are still employed by the Commissioner you may be liable to pay back 100% of the fees paid by us.
  - If you leave employment of the Commissioner whilst still undertaking your course you must pay back 100% of total fees paid by us.
  - If you leave employment of the Commissioner within three months of completing your course you must pay back 75% of the total fees paid by us.
  - If you leave employment of the Commissioner within three to six months of completing your course you must pay back 50% of the total fees paid by us.
  - If you leave the employment of the Commissioner within six to nine months of completing your course you must pay back 25% of the total fees paid by us.
- 4.11 Paragraph 4.10 (requirement to pay ack study fees) shall not apply in the following circumstances:
- the member of staff is made redundant
  - the member of staff has a fixed term contract which comes to an end and the OPCC decides not to renew the fixed term contract.
- 4.12 Amounts owed will be taken where possible out of your salary before you leave, or if this is not possible, will be recovered by a different process. The requirements in this section of the policy refer to fees paid in the previous 12 months (including if your course started more than 12 months ago).

## Professional Fees

- 4.13 We may pay your fees for belonging to a professional body where the following criteria are satisfied:
- membership is necessary for your career development and the maintenance of an efficient and competent workforce
  - membership of the professional body must be of direct benefit to the Commissioner
- 4.14 In normal circumstances no more than one professional subscription per individual, per year will be paid. In exceptional circumstances, a maximum of two lots of fees may be claimed

where it is mandatory to have the required membership in order to practice your profession. Entry fees to a professional body and upgrading fees may also be paid in appropriate circumstances.

- 4.15 Should you cancel your membership, any professional fees reimbursed will then need to be repaid from your salary.
- 4.16 You should pay your fees directly to your professional body in the usual way and should obtain a receipt or other proof of payment to be claimed back via expenses. Alternatively the office credit card may be used to pay for fees directly.

## Section 5: Attendance

### Attendance

- 5.1 The aims of this policy are to:
- Provide a framework for how attendance will be managed
  - Identify the responsibilities of individuals and managers
  - Ensure that individuals who are absent due to sickness receive fair treatment
  - Ensure that obligations in respect of the Equality Act 2010 are met
- 5.2 Information about your absence from work due to sickness, injury and personal/domestic related issues is confidential and must be treated with sensitivity. Records in relation to managing an absence will be restricted to roles that have a responsibility for the management or recording of sickness absence.
- 5.3 Staff who fail to comply with the absence reporting procedure will be regarded as being on unauthorised absence from work which may result in loss of pay and/or disciplinary action.
- 5.4 If you become ill during annual leave you must follow the normal sickness reporting procedures. The absence will be treated as sickness absence and the annual leave will be re-instated. If the sickness period is in excess of 7 days a a Doctor's note will need to be provided.

### Responsibilities

- 5.5 You are responsible for maintaining the standard of attendance expected of you and must take reasonable steps to uphold consistent attendance at work. When you are not able to attend work due to sickness or injury you must:
- personally notify your manager at the earliest opportunity that you are unable to attend work. Contact via text or e-mail is not acceptable. If your manager cannot be reached due to annual leave etc. then you must notify the HR Manager or member of the Senior Management Team that you are unable to attend work. Contact must be made by you personally unless you are unable to do so
  - give a clear indication of the nature of the illness (if known), an expected return to work date (if known) and where possible any outstanding tasks that need to be completed
  - remain in contact with your manager whilst absent (or an alternative manager if appropriate) and keep them informed of any further developments on a regular basis
  - if absent for more than 7 calendar days, obtain a Statement of Fitness for Work (Fit Note) from your GP and forward the Fit Note to your manager immediately
  - notify your manager if you intend to go on holiday whilst you are off sick
- 5.6 Your manager must:
- ensure the date and time the illness was reported to them and the nature of the illness is recorded on MyTimepromptly. If you go home sick during the working day this should be recorded on MyTime
  - discuss with you how long you are likely to be absent (if known)

- obtain contact details and discuss with you how ongoing contact/support will take place. If the absence is for a period of time they should arrange with you how often you will be contacted, and consider a home visit if required.
- identify if the absence is a result of an injury, accident or maternity related, and if so, record as necessary
- discuss whether the absence is linked to a disability and if so, consider any reasonable adjustments that need to be made for the individual
- review the Fit Note and consider any recommendations from the GP
- advise you whilst off sick that a review may take place of any registered business interest
- conduct a return to work interview as soon as you are back at work

5.7 The HR Governance Group will take ownership of attendance management in order to ensure that;

- employees are appropriately supported and that decision making is consistent
- there are measures in place, where appropriate, to support improved attendance and/or a return to work plan
- managers are adhering to the attendance management policy in respect of trigger points when managing attendance

5.8 Where support is requested, Occupational Health will:

- provide advice and guidance to managers and individuals as and when required
- determine whether a medical condition is regarded as a disability under the Equality Act and what reasonable adjustments are appropriate
- determine as to whether a medical condition that is not specifically defined as a disability will be managed in accordance with the principles of the Equality Act
- develop a health and wellbeing strategy which supports a culture where managers and staff take health and wellbeing seriously
- provide advice on return to work plans
- provide advice on capability related to longer term health issues

5.9 When you return to work following a period of sick leave, your manager must meet with you preferably on your first day back and conduct a return to work interview. Where the period of absence is related to a disability and/or is pregnancy related, your manager should also discuss whether any reasonable adjustments can be made to enable you to maximise your attendance. This return to work must be recorded on MyTime and the associated paperwork completed.

### **Sickness Absence – Trigger Points and Categories**

5.10 We have set targets with regard to attendance which are reviewed annually. The target will calculate and identify trigger points for managing attendance at work. This is a robust and consistent approach which enables us to identify concerns at an early stage and take supportive action to help you to achieve improved and acceptable attendance. The trigger points are 8 working days, or 3 occasions of absence, calculated over a rolling 12 month period. In addition to this, we recognise long term absence as one period exceeding 28 days. In addition, if a particular pattern of absence is evident (including part day absence), this may also be regarded as a trigger.

5.11 The attendance stages are as below:

Absence Level	Absence Status
No absence	You have not had any absence in the past 12 months
Some absence (triggers are not met)	You have had some absence in the past 12 months which has been managed through normal return to work discussions
Absence: triggers are met	You have triggered concerns about your absence and it may be managed in line with the informal procedure.
Further/continued absence	You have already been managed informally, however it may be appropriate to utilise the formal procedure

5.12 It should be stressed that, since the circumstances of each case are likely to be different, the action taken in each case will be that which is appropriate taking into account the particular circumstances.

- **No Absence** - if you have not had any sickness absence in the past 12 months, your manager will acknowledge your exemplary attendance at work.
- **Some absence** - we recognise there are times when you are ill and may need to take time off work to recover. As part of our duty of care, it is important that we meet with you after any period of illness from work, even if it is only for a few days, to ensure you are well and to identify any underlying issues that may be affecting you.
- **Absence: triggers are met and Further/continued absence**- if your attendance levels are equal to, or greater than the attendance triggers, we may be concerned about your absence and want to work with you to improve your attendance.

5.13 If we have concerns about your attendance we will use the capability process outlined in [Section 2](#) to address it. The process will commence with an informal conversation, which will move into a formal process if your attendance does not improve.

5.14 We will work with you to provide support to enable you to demonstrate satisfactory attendance and you will be clear at all times what stage in the process you are at and as such your rights. If we commence the formal review stage, we will ensure that a referral to Occupational Health is made.

5.15 We have committed to the principles of the Dying to Work campaign, and we will not dismiss a member of staff with a terminal illness.

### Salary During Sickness

5.16 Your entitlement to paid sick leave depends on the completed period of service. It is set out as per the below unless your contract says differently:

Length of continuous service	Amount of sick pay
During your first year of service	One month's full pay and (after completing four months' service) two months' half pay
During your second year of service	Two months' full pay and two months' half pay
During your third year of service	Four months' full pay and four months' half pay
During your fourth and fifth years of service	Five months' full pay and five months' half pay
After five years of service	Six months' full pay and six months' half pay

5.17 This entitlement to basic salary during a period of sickness will depend on the payments made during previous periods of sickness in the 12 month period immediately before the start of the period in question. The allowance for each period of sickness is calculated by:

- Basic entitlement as set out in the table above.
- Reducing the allowance for full pay by any period of sick leave occurring during the twelve months immediately preceding the first day of absence for which occupational sick pay at full-pay has been paid. This gives the number of days for which payments at full pay is due.
- Reduce the allowance for half-pay by any period of sick leave occurring during the twelve months immediately preceding the first day of absence for which occupational sick pay at half-pay has been paid. This gives the number of days for which payment at half-pay is due.

5.18 The Chief Executive has discretion to extend the period of full pay and/or the period of half pay in individual cases. He will take into account:

- dates of absence
- nature of illness/injury
- whether the medical condition is disability related
- whether recommended reasonable adjustments have been provided
- medical/occupational health support being provided, e.g. physiotherapy and any local support put in place
- advice received from occupational health
- managerial view on the likelihood of a return to work (with timescales) and an indication of what duties the individual could do on his/her return (restrictions, etc)

5.19 The force will apply the rules regarding statutory sick pay.

## Working Time Directive

We follow the Force's policy on the [Working Time Directive](#).

## Flexible Working Hours Scheme

5.20 The flexible working hours scheme applies to all staff other than those who are Management Grade 1 or above. Participation in the scheme is at the discretion of the Chief Executive and the scheme may be withdrawn following provision of three months' notice. For business reasons managers can request a variation to the scheme. Such requests will be forwarded to and agreed by the Chief Executive prior to implementation.

5.21 You can only use the flexible working scheme when arrangements are in place to ensure that the office is properly resourced with adequate staff to ensure continuity of business during the hours of 9am to 5pm. Your manager has overall authority over this decision, but you are encouraged to engage with your colleagues to make this work.

5.22 Standard working hours for full time employees are 7 hours 18 minutes for a full day, and 3 hours 39 minutes for a half-day. Normal working hours are based on 37 hours per week; however until staff are notified otherwise they are required to work 36.5 hours per week. This will be calculated differently for part time and job share workers. For the purposes of crediting annual leave, sickness and other authorised absences you should use the number of hours detailed in your contract.

5.23 The maximum number of hours that may be carried forward from one accounting period to the next are: *Credit 10 hours Debit 5 hours*. All debits must be cleared within the next accounting period. Where debit balances are carried for more than three accounting periods the employee will be excluded from the scheme for a period of six months. Credit

balances may be cleared by taking a day's flex leave (or two half days). This must be agreed in advance with the manager. No more than two days flex leave are to be taken in any accounting period. Credit balances in excess of 10 hours will be lost at the end of each accounting period. In exceptional circumstances excess credit balances may be retained but only with the prior consent of the manager. There is no facility to credit hours worked during weekends/evenings without prior consent from the manager. Any hours worked outside the flexitime parameters should be credited as time off in lieu and not as flexitime credit.

- 5.24 An authorised absence must be recorded as 7 hours 18 minutes for a full day and 3 hours 39 minutes for a half-day. If you goes home due to sickness after completing only a portion of the day you will be credited with 7 hours 18 minutes for that day, regardless of time of arrival or the time you reported sick. However it is important to note that all sickness absence must be correctly recorded as such on the MyTime system (refer to [Section 5: Attendance](#) for more information).
- 5.25 Where your normal hours of work are disrupted, i.e. public transport strikes, severe inclement weather, then time lost will be treated in one of the three ways – annual leave, unpaid leave, time owing (debited against flex-hours).
- 5.26 You should arrange personal appointments with doctors, dentist etc, during periods of flexible leave. If this is not possible and you need to attend such an appointment during working hours, you should try to minimise time away from work and seek permission from your manager in advance. We recognise that there is less opportunity to manage attendance at Hospital appointments or specialist appointments/medical screening. Time to attend hospital appointments will therefore be paid if they take place during working time and cannot be changed. You should still try to arrange a hospital appointment with minimal impact on your working day and be prepared to produce your appointment details for your manager's information.
- 5.27 You must clock in using the clocking machines in force buildings, or via your computer, which can be used remotely, even on a mobile phone ([see force guidance](#)). Until MyTime is implemented you will have your own spreadsheet to keep a record of the hours worked. At the end of the accounting period you should send this to your line manager who will retain copies of the spreadsheets in line with the retention schedule in the Information Records Management policy. Your completion of timesheets will be subject to random management audit.
- 5.28 You will be excluded from the scheme if you sign in and out for other staff, or ask someone to do this for you, for inaccurate recording of time worked and late submission of records. Depending on the circumstances, disciplinary action may be taken.
- 5.29 Should you resign all accumulations of debits/credits must be cleared before your final day of employment.

## Working from Home and out of the office

### Introduction

- 5.30 Working from home can offer many advantages to the OPCC and its staff. These include:



- a. Better use of our limited office space, freeing-up enough space for all staff to attend at some times each week, and greater flexible space within our office for face to face meetings if they are needed.
  - b. Better for the environment as staff are travelling less, and only commuting when they need to do so.
  - c. Higher productivity Higher productivity due to reduced weekly commuting, resulting in staff being less tired.
  - d. Higher staff morale as people enjoy the advantages of reducing the time and expense of commuting.
  - e. Improved work-life balance and welfare for staff
- 5.31 This policy sets out the framework for our staff working from home effectively and safely. It is intended to assist both managers and staff in implementing and managing working from home by highlighting areas for consideration and providing practical advice and information.
- 5.32 The Policy applies to all staff, except in those cases where a different contractual arrangement is in place, or an alternative flexible working request has been approved.

### **General Principles**

- 5.33 The contracted working base for all staff is at Police HQ, Lloyd House. Staff should expect, and be able to work in Lloyd House during their working hours. The only exception to this is when a different contract has been agreed with a member of staff, or when a flexible working request has been approved.
- 5.34 The OPCC will provide support, resources and information to ensure a safe and effective working environment for all staff.
- 5.35 Working from home arrangements are permitted for staff when it suits the business requirements of the Commissioner and OPCC.
- 5.36 The balance between time spent working from home and working in Lloyd House will be determined by the line manager according to business needs and in consultation with each member of staff.
- 5.37 Arrangements will be different for each member of staff depending on the requirements of their role and their team, but all staff are expected to spend some of their working time at 2 Lloyd House each week, and in most cases staff are expected to work in Lloyd House at least two days each week.
- 5.38 The amount of time spent working from home may change over time, as required, and this will be determined by the line manager. For example: a. During times of staff absence due to illness or holidays, other staff in the team may be required to work from Lloyd House more frequently, and possibly full-time. b. A project or event may require a member of staff to work full time at Lloyd House for a period of time.

- 5.39 Working from home is at the discretion of the line manager, and it is critical that any arrangement does not impact detrimentally on the quality and continuity of service provision in all functions and activities.
- 5.40 Each team and the staff in the team are likely to become accustomed to working patterns. Where possible, advance notice will be given of any need to change the usual working patterns. However, on some occasions it may be necessary that working from home arrangements may be withdrawn at short notice in the interests of the business requirements of the Commissioner or the OPCC, or if issues with performance have been identified. Staff must therefore have arrangements in place to enable them to attend Lloyd House on any working day, including adequate arrangements in place to cover childcare, caring for dependents or commuting.

### **Confidentiality**

- 5.41 It is the responsibility of the member of staff and line manager to ensure the confidentiality of all information whilst working from home. Consideration should be given to the availability of lockable storage cabinets, or other suitable equipment due to the risk of other members of the household/visitors gaining unauthorised access to confidential information. Staff should be familiar with the Use of IT, Communications and Social Media policies (available in Staff Handbook), which sets out the rules and guidance for correct use of phones, laptops and social media.
- 5.42 In order to maintain confidentiality and data security, work documents and equipment (laptops, phones etc) must be stored securely at home and not be left in vehicles. When working at home staff should be aware of other people who may be able to hear their conversations or view open documents on screens. Sensible precautions should be taken such as using headphones if any other person is in the home or within earshot, and ensuring that screens cannot be viewed through windows or by anyone who walks past. Staff must be especially careful to ensure data security when dealing with more sensitive information such as personal data or legal matters. If in doubt, seek advice from the Information Governance Officer or the Data Protection Officer.

### **Financial Considerations**

- 5.43 It is considered that working from home is mutually beneficial and that the costs and benefits of working from home will cancel each other, out. Consequently, a working from home allowance will not be paid.
- 5.44 Travel arrangements will be in accordance with agreed conditions of service. Lloyd House is the contracted work base, and therefore travel between home and the Lloyd House will not attract travel allowances, whereas other business-related journeys will, as per the contract of employment.
- 5.45 A small number of staff may have a different agreement about payment of travel expenses in place in order to facilitate the requirements of their role. In these cases the arrangements will be documented separately.

## Equipment

- 5.46 All equipment provided must be used in accordance with instructions, safe methods and systems of working and must be returned at the end of employment, or at the end of the working from home arrangements. Electrical equipment which is supplied for use when working from home will need portable appliance testing. The member of staff and the line manager will need to make appropriate arrangements for this testing to take place, prior to any working from home arrangements being agreed.
- 5.47 Staff will be supplied with the IT equipment required in order to perform their role. Other equipment (such as desks, laptop risers etc) is needed in order to create an effective workspace, and can be supplied upon request. In such cases, the request should be submitted to Business Services, choosing from the approved list of items. Arrangements will then be made to have the item/s delivered to the home address. Staff will not be reimbursed for purchases.
- 5.48 It is the responsibility of any staff member to take care of any equipment issued to them. In the case where equipment is lost or damaged this must be reported to Business Services immediately.
- 5.49 To benefit the environment, the OPCC asks that staff refrain from printing where possible. If printing is required, this should be done in Lloyd House (or other police premises where photocopying facilities are available).

## Working Hours and Leave

- 5.50 When working from home the usual working hours and flexible hours apply as when working in Lloyd House. Full details of the arrangements for working hours can be viewed in the Staff Handbook. Staff must be careful to work hours in accordance with the Working Time Regulations. However, greater flexibility over when the contracted hours are worked may be possible in some circumstances, subject to agreement between the member of staff and their line manager, and as long as the required level of availability or work productivity is not disrupted or reduced.
- 5.51 The Line manager and employee should agree working patterns and times. This should be kept under regular review, and all staff should be aware that the arrangements may be altered at short notice if required in order to meet business requirements.
- 5.52 Staff are expected to be available during working hours by telephone, email and meeting platforms such as Skype, Zoom or MS teams. If a particular meeting platform is not accessible using the supplied IT equipment at home, the staff member will need to attend Lloyd House or other police premises where the equipment is available, in order to participate in the meeting. Repeated failure to be available during working hours could be a disciplinary matter and could result in the Working from Home arrangement being withdrawn.
- 5.53 Procedures for reporting sickness absence, requesting annual leave and flexible working days are unaffected and should be in line with the requirements detailed in the Staff Handbook.

## **Tax Implications**

- 5.54 It may be possible for staff to claim tax relief sets against any expenses they incur “wholly, exclusively and necessarily” in undertaking their employment and which are not reimbursed by the employer. For detailed information visit: [Gov.uk](https://www.gov.uk). The OPCC cannot provide further advice on this, and it is a matter for individual members of staff to consider and discuss with HMRC if they wish to do so.

## **Performance and support**

- 5.55 Working from home arrangements rely on a high degree of trust, together with open and honest communication. Staff are expected to develop and maintain relationships with other team members and managers, maintaining good communication and trusting each other.
- 5.56 Normal office etiquette should still be considered. The working environment whilst virtual still requires normal behaviours e.g. if you fail to attend a meeting whether in person or via skype you still need to offer an apology or explanation. OPCC staff are also expected to maintain a reasonable standard of attire and appearance when working from home (business attire).
- 5.57 The most effective way of managing the performance of the employee working from home is to concentrate on outputs and deliverables. This relies on close working between staff and their line managers, and clearly defined expectations. Line managers are expected to regularly review performance targets and workloads, and regular 1 to 1 meetings, team meetings and PDRs should be available to all staff. These may be carried out either remotely or at the office base.

## **Insurance**

- 5.58 Most staff will have a home buildings/ contents insurance policy for their place of residence (whether this be their own home, family home, rented or temporary accommodation). Staff are advised to contact the insurance company providing cover to their place of residence, to inform them that they are working from home, and to ensure that they are covered by their policy.
- 5.59 If there is a requirement to have face to face meetings with other people, they must not take place in the home of a member of staff. This is very important because it is likely that the insurance cover will not extend to such meetings.
- 5.60 Insurance cover is in place for the portable IT equipment supplied by the OPCC.
- 5.61 Any equipment belonging to the individual would need to be insured under their own contents policy.
- 5.62 In terms of a loss in the home, e.g. a fire caused by a malfunction of the OPCC business equipment then we would expect the individuals home contents/buildings policy to respond and this is why it is very important that the insurance company is informed of the arrangements.

## Health and Safety

- 5.63 The list at the Annex sets out the basic requirements to ensure a safe and effective working environment at home.
- 5.64 Line managers must regularly discuss the home working environment with staff. It is suggested that this discussion takes place during each PDR meeting. It is the responsibility of the staff member to review the checklist and confirm that their home working environment is compliant. In between PDR discussions, any concerns must be raised with the line manager straight away. If the issue cannot be resolved, the member of staff may need to work from Lloyd House and could result in the Working from Home arrangement being withdrawn.
- 5.65 We will comply with our duties as an employer under the Health and Safety at Work legislation. This means that we reserve the right to visit the home of any member of staff in order to inspect the home working environment. If required, this will be done by agreed prior appointment at a mutually convenient time. However, this would be by exception only, and the expectation is that we can fulfil our duties by having regular discussions with each member of staff to ensure that the home working environment provides a safe and healthy place to work.

## Inclement weather provisions or transport difficulties

- 5.66 On occasion you may have difficulties in attending your place of work because of inclement weather or because of other transport difficulties (eg bus, railway strikes, work to rule). We expect you to make all reasonable efforts to attend work and if you indicate that you may not be able to attend your manager should be satisfied that there is a genuine difficulty. In deciding whether this is the case a number of factors they will consider a number of factors including:
- your home location, and whether it is practicable for you to attend or remain at work. For example, it may be very difficult for someone who lives a long way from the workplace, perhaps in a rural area, to come into work. On the other hand an employee who lives close to their workplace may experience no problems.
  - other factors such as local roads, rail conditions etc and the effect that these will have on your ability to travel.
- 5.67 Where your normal method of travel is not available, you should consider alternative transport. For example, it may be possible for colleagues or friends to provide lifts to and from work for each other or for a bus to be used instead of the train and vice versa.
- 5.68 You should not be put in a position where you are putting your safety at risk by travelling to and from your workplace. This may apply in cases of extreme weather conditions, for example heavy snow, flooding etc. where travel conditions may be particularly hazardous. If you are unable to attend work you must take a day's annual leave/time owing/flexi-leave.
- 5.69 In the event of your having difficulty in reaching your place of work you should telephone your manager as soon as possible. Consideration should be given to whether you can work from home or travel into work later in the day when conditions may have improved.

## Annual Leave

5.70 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 longer periods of leave.

5.71 Annual leave calculations are awarded as follows (unless reflected otherwise in your contract):

Spinal Column Point	Basic Entitlement	After 5 years
Up to 17	175.2 hrs	211.7 hrs
18-24	189.8 hrs	226.3 hrs
25 and above	204.4 hrs	240.9 hrs

5.72 You will be entitled to take leave on bank holidays in addition to this entitlement.

5.73 You may request to carry over a maximum of 5 days annual leave from the previous leave year. This must be authorised by your manager and should be taken by the end of May in the next leave year. In exceptional circumstances you may be able to carry over more, subject to the approval of the Chief Executive. There is no automatic right to carry forward days from one leave year to the next.

5.74 Annual leave entitlement will continue to accrue during any period of absence due to sickness. If you have been unable to take your full annual leave entitlement before the end of the leave year because of sickness absence, you must request authorisation from the Chief Executive to carry forward any untaken leave to the following annual leave period. You will only be allowed to take this leave once you have returned to work from sick leave. You cannot take annual leave whilst on sick leave.

5.75 If you retire or resign part way through a leave year you will only be entitled to accrue annual leave up until your last working day. It is expected you will take all your outstanding leave before you leave. In exceptional cases, where, on the basis of organisational need, you are prevented from taking your annual leave entitlement prior to leaving, your manager may authorise the payment of a maximum of 10 days leave. This must stand up to scrutiny and could include situations like a handover of tasks or completion of a particular project. Any annual leave which has been taken above your allocation by the last working day will be deducted from your final salary.

### Annual Leave for Part time Employees

5.76 Part time employees should calculate annual leave as follows:

Stage	Detail												
Stage 1: Basic Allowance	<p>Your part time hours / normal full time hours (36.5) = X            X x annual leave allocation from the table in section 5.37 above = Y            Translate the decimal figure into minutes using the table below:</p> <table border="1"> <thead> <tr> <th>Percentage</th> <th>Minutes</th> </tr> </thead> <tbody> <tr> <td>0.05</td> <td>3</td> </tr> <tr> <td>0.1</td> <td>6</td> </tr> <tr> <td>0.3</td> <td>18</td> </tr> <tr> <td>0.4</td> <td>24</td> </tr> <tr> <td>0.5</td> <td>30</td> </tr> </tbody> </table>	Percentage	Minutes	0.05	3	0.1	6	0.3	18	0.4	24	0.5	30
Percentage	Minutes												
0.05	3												
0.1	6												
0.3	18												
0.4	24												
0.5	30												

	0.6	36	
	0.7	42	
	0.8	48	
	0.9	54	
Stage 2: Part year allowance	Your annual leave will be pro-rated for the number of months you work part time. If you become part time during the course of a year your annual leave will be reduced accordingly.		
Stage 3: 30 minutes a week equivalence	<p>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, offered as an extra amount of annual leave (a pro-rata amount of the weekly 30 minutes).</p> <p>Please note that the annual entitlement should be calculated to the nearest 15 minutes and this time must be added to the individual's annual leave allocation. The ready reckoner is attached at Appendix A.</p>		
Stage 4: Public Holiday entitlement	<p>The allocation of bank/public holidays x 7.18 hours</p> <p>An example of calculating the pro-rata allocation of public holiday entitlement for staff would be:</p> <ul style="list-style-type: none"> <li>• 8 x 7.18 hours = 58.24 hours public/bank holiday entitlement</li> <li>• then divide the number of working hours per week by the FTE as follows:</li> <li>• <math>18.25 / 36.5 = 0.5</math></li> <li>• 58.24 hours (public/bank holiday entitlement) x 0.5 (FTE) = 29.12 hours</li> </ul>		

- 5.77 Maternity Leave - we follow the Force policy – available here: [https://es-one-stop-shop.custhelp.com/euf/assets/docs/policy/maternity\\_policy.pdf](https://es-one-stop-shop.custhelp.com/euf/assets/docs/policy/maternity_policy.pdf)
- 5.78 Maternity / Adoption Support Leave (including Paternity Leave) - we follow the Force policy – available here: [https://es-one-stop-shop.custhelp.com/euf/assets/docs/policy/maternity\\_adoption\\_support\\_policy.pdf](https://es-one-stop-shop.custhelp.com/euf/assets/docs/policy/maternity_adoption_support_policy.pdf)
- 5.79 Shared Parental Leave -we follow the Force policy – available here: [https://es-one-stop-shop.custhelp.com/euf/assets/docs/policy/shared\\_parental\\_leave\\_policy.pdf](https://es-one-stop-shop.custhelp.com/euf/assets/docs/policy/shared_parental_leave_policy.pdf)
- 5.80 Parental Leave – we follow the Force policy – available here: [https://es-one-stop-shop.custhelp.com/euf/assets/docs/policy/parental\\_leave\\_policy.pdf](https://es-one-stop-shop.custhelp.com/euf/assets/docs/policy/parental_leave_policy.pdf)

## Special Leave

### Time off to care for your dependants

- 5.81 You can take up to three days paid time off in a 12 month period to deal with unplanned events and emergencies involving your dependants. Any leave taken in excess of three working days in any 12 month period will be unpaid. You must make a request to your manager as soon as possible should you need to take this leave, the reason why and when

you expect to return to work. In most cases, we would expect that 1 or 2 days is sufficient to deal with the immediate situation.

- 5.82 A dependant is your spouse, partner, child, parent, anyone living in your household as a member of your family (excluding tenants, boarders and employees) or anyone else who relies on you for their care.
- 5.83 There are a wide range of circumstances where this type of leave may be appropriate, however, in most cases it is likely to be for one of the following reasons:
- a dependent is taken ill or is injured;
  - a dependent is having a baby (please also see our **Maternity Support Leave Policy**)
  - care arrangements for a dependent are unexpectedly disrupted; for example your childminder is not available.
  - School Closures at short notice (less than 24 hours) e.g. lack of heating
- 5.84 In order to qualify for special leave and ensure it is accurately recorded, we may ask you to provide evidence to support your unplanned time off, either during or on your return from your time away from work. If we are not satisfied you have a genuine unplanned event or if it is outside the scope of this policy, we may decide that your leave will be unpaid.

### **Compassionate Leave for bereavement**

- 5.85 We understand that the death of a close family member (or loved one) can be distressing and we want to offer you support at such a difficult time in your life. Generally a close family member is defined as spouse/partner, parents/children, grandparents/grandchildren or siblings, however this definition is not restricted and can also include a loved one which could extend beyond an immediate family member and will be different for each person.
- 5.86 We seek to take a caring, compassionate and flexible approach to support you through the early stages of your bereavement and will consider every request for compassionate leave sympathetically. It is difficult to stipulate the time off that is granted in these circumstances, which will be at our discretion, but we will take into consideration your personal relationship with the person you have lost and the circumstances of their death. As a guide, we would anticipate that you will be given:
- 1 day's paid bereavement leave to attend the funeral of a family member or loved one
  - Up to 3 days paid leave for the bereavement of a close family member or loved one
  - Up to 5 days paid bereavement leave where you have responsibility to make arrangements for the funeral of a close relative or close family member
  - Up to a maximum of 2 additional days to attend the funeral of a close family member where the location of the funeral means that it is not possible to undertake this in 1 day.
- 5.87 If your child (under the age of 18) dies you are entitled to 2 weeks bereavement leave; this will be paid at full pay. The weeks do not need to be taken consecutively.
- 5.88 This is not a cumulative entitlement but a guide as to what you and your manager can reasonably agree and can be taken as a block or non-consecutive days dependent upon the circumstances. Every effort will be made to tailor the allocation of this leave to your individual need and circumstances, including consideration of religious customs.
- 5.89 It is recognised that it may not always be possible to request compassionate leave in advance, however you should make a request to your manager as soon as reasonably practicable outlining the circumstances and number of days requested.



5.90 If you are unable to return to work following your compassionate leave, you should discuss this with your line manager so we can explore how best to support you during this time, which might include a discussion regarding temporary adjustments or discuss alternative leave from work, which may include annual leave, TOIL, unpaid special leave or sickness absence if the bereavement has impacted on your health. You may also contact our confidential EAP helpline for support at this time on 0808 168 2143 this is available 24/7 365 days of the year for support and guidance, or you may be able to seek support through our Occupational Health team.

### **Unpaid Special Leave**

5.91 There may be occasions when a situation arises which is not anticipated part of this policy but which may also merit support. We therefore allow consideration of Special Leave arrangements, which enable you to take a maximum of 10 days unpaid leave in any rolling 12-months, regardless of your length of service, to deal with personal matters that are either not covered by other areas of this policy or when you do not have sufficient annual leave, TOIL, flexi-time or other leave options remaining.

5.92 This leave is not an entitlement and is given at the discretion of your line manager or your senior leadership team. You can only use it when you are trying to manage matters in your personal life that cannot be managed in your non-working time, which may cover:

- Support to a close family member or loved one with a serious illness
- Important personal appointments for you or a loved one that require urgent action and which cannot be scheduled during your non-working time

5.93 In addition, we acknowledge that you may have needs in relation to religious and cultural observance and therefore if you wish to request time off for specific events, consideration should be given to extended periods of unpaid leave. You should discuss this with your manager in the first instance and may consider taking a combination of annual leave, time off in lieu and unpaid leave - such approval will only be granted subject to operational need.

5.94 It is important to note that any unpaid leave taken may have an impact upon your pension. For further information and advice, please contact Shared Services.

## **Statutory Flexible Working Requests**

5.95 You have a right to request flexible working as long as you have had 26 weeks continuous employment with us. We have a duty to give serious consideration to your request and once having considered it we can either agree to it or refuse your request if there is a business reason to do so. In order to make a flexible working request you must follow the [statutory guidelines](#), and we too will follow the outlined steps. You are able to appeal this decision following the process for [Grievance and Resolutions](#)

## **Section 6: Travel and Expenses**

6.1 You may incur expenses when out and about as part of your role. As a public sector organisation we must all make efforts to spend public money wisely. Before you incur any expenses you should consider discussing with your manager whether the trip is essential.

## Travel Allowances

- 6.2 You should use public transport to make journeys where possible. You are encouraged to use the systems we have in place to buy travel tickets centrally, especially when they are high value, to remove the burden of expenditure from you. Where you unavoidably purchase travel tickets you will be reimbursed for the actual costs incurred on production of receipts.
- 6.3 If you regularly use public transport for work purposes consideration will be given to the purchase of a travel card. Employees already in possession of a travel card for personal travel may claim reimbursement for OPCC business journeys only if additional expense is incurred.
- 6.4 Before a private vehicle may be used the following general criteria must be satisfied:
- the journey could not be effectively completed by public transport
  - the use of the vehicle is the most cost effective method of travel, including if a number of passengers travel together
  - the use of the vehicle is the most efficient method or is in the interests of the efficiency of the OPCC
  - all claims for official journeys shall be based on the **shortest distance**
  - travelling from home to base and return is not normally classed as travelling on official business. You may not claim for this mileage unless:
    - it is an emergency call out, or in circumstances outside of normal work times
    - it is more efficient for you to travel directly to your appointment without visiting the office. In this case only the excess mileage is claimable.
- 6.5 All staff using their own vehicle to make work related journeys where the above criteria apply will be paid at the HMRC Mileage Allowance Rate ([click here](#)). The HMRC rates clearly state at what point payments would be subject to taxation or national insurance contributions. There is no additional rate for the carriage of passengers. If you choose to use your own vehicle when you should use public transport you will only be reimbursed at the rate of the public transport cost.
- 6.6 Any staff who have a leased car will be paid the appropriate HMRC rate.
- 6.7 Any vehicle used under this policy must be insured under a policy of insurance which:
- gives comprehensive protection
  - covers the use of the vehicle for business use and also the carrying of passengers in that capacity
  - indemnifies the office against claims by third parties (including claims concerning passengers) arising from the use of the vehicle on official duty, unless the company by which the policy was issued has already given a general undertaking in this regard to the OPCC or appropriate Association of Local Authorities in respect of civilian users
- 6.8 For the Police and Crime Commissioner it will be appropriate to use a taxi when it is an efficient way of managing his diary. For the Assistant Police and Crime Commissioner, contractors and staff members taxis should only be used where
- there is an urgent need
  - there is a requirement to work in the evening and public transport is limited or there are concerns about personal safety
  - if there are two or more people, meaning that the taxi would be the cheapest option
  - or if the manager approves the use of the taxi for a specific reason.

## Clean Air Zone

- 6.9 The Commissioner supports the clean air zone and, therefore the office cannot reimburse claims for payment of congestion or other charges.

## Excess Travel

- 6.10 Where there is an organisational requirement for you to move work location (on a temporary or permanent basis) but not move home and you incur additional “home to work” travel, you may be entitled to claim additional travel expenses. If you change location due to a promotion or acceptance of a secondment you will not be eligible to receive the allowance, unless you are promoted and a managerial decision is taken to post you to a specific work location, in which case you will be eligible to receive the allowance if additional travel costs are incurred.
- 6.11 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. The calculation will be based on 45 working weeks per year, thereby taking account of annual leave entitlements and public holidays.
- 6.12 It is expected that where possible you will travel by public transport and rates will be payable on that basis. Exceptions to this will be if you have a disability or work outside of standard office hours (and where the frequency of transport has reduced), and in these circumstances you may be paid the mileage rate, or a mixed rate to allow for driving to a bus stop or train station and continuing the journey by public transport. You must outline any such requests on the claim form for approval by your manager. The sum agreed will be paid on a monthly basis subject to tax and National Insurance deductions and will not be pensionable.
- 6.13 Once the allowance has been calculated, checked and authorised, payment will be made with your monthly salary for up to 4 years. 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. If you move your place of work or home address, you must inform your manager as this may affect the allowance. If you leave employment at the OPCC the payment will cease.
- 6.14 If you are absent on sick leave for a period of 4 weeks or more or on maternity leave, the payments will cease.
- 6.15 An annual review of those in receipt of this allowance will be undertaken and where appropriate allowance payments will be reconsidered.

## Expenses

- 6.16 Car Parking - When attending your normal office base you may not claim any car parking expenses unless the use of the car is for a specific business need and on an exceptional basis. Any such instance will need to be agreed with your manager. Expenses may be claimed for car parking at other locations in with the criteria above for using a vehicle.

6.17 Subsistence – if you are necessarily prevented from taking your usual meal arrangements you will be reimbursed the difference between the cost of the meal taken and the normal meal arrangement. You must claim for this in the normal way and provide receipts. Your manager will have discretion about how to apply this policy and will take into account the time of day, location and costs of the available options. In general total meal costs should not exceed £6 -breakfast, £7.50- lunch and £15 -dinner.

## Claims

6.18 Expenses should be claimed through the [Oracle My Service Portal](#) and, once authorised, will be reimbursed directly into your bank account. You will be required to upload receipts including petrol receipts for your claim to be authorised. You need to keep original receipts for 6 months, after which time they can be destroyed.

## Overseas Visits Policy

6.19 On occasion the Commissioner or his staff may be invited to attend an overseas event. Such invitations should be discussed with your manager and the Chief Executive who will decide whether the visit is appropriate using the following criteria:

- a. There must be a specific value or benefit arising from the visit that would assist the Commissioner in the exercise of his functions.
- b. The Commissioner can demonstrate the value or benefit of the visit to the public.
- c. The invitation to attend must be offered by the host country through a recognised national body and be addressed to the Commissioner or the Chief Executive.
- d. A set of objectives together with a detailed programme for the visit must be provided.
- e. A security assessment will be undertaken and its finding taken into account.

6.20 Following the visit the Commissioner or his delegate should provide written feedback summarising the visit and its benefits.

6.21 Travel arrangements will be made by the staff in the office. Travellers will use economy class as the normal basis for air travel and standard class for rail travel.

6.22 Visits made in a private capacity have the same status as holiday/annual leave. In such cases, OPCC resources must not be used to support the visit.

## Section 7: Organisational Change Policy

- 7.1 We are committed to safeguarding the future employment of our people. However, there may be times when, due to external or organisational changes, we need to revise or reduce our workforce. In such situations, we will strive to keep the number of redundancies to a minimum, whilst considering the future needs of our organisation. We will always aim, where possible, to avoid compulsory redundancies.
- 7.2 We have set out this policy to:
- Provide a clear framework for managing any potential redundancies
  - Ensure that all cases of staff redundancy are managed fairly, consistently and supportively
  - Comply with our legal and statutory duties relating to redundancy.
  - Provide a clear framework for managing organisational change.
- 7.3 We will always consider ways to avoid redundancies, or reduce the numbers involved. We may consider:
- Natural wastage
  - Restricting recruitment and/or a vacancy freeze unless otherwise agreed with the trade union in areas where employees are affected or may be redeployed
  - Reducing or stopping overtime
  - Reviewing our use of consultants, self-employed contractors and agency staff
  - Retraining and/or redeploying employees
  - Offering reduced working time, such as job-sharing or other flexible working arrangements, where practicable
  - Inviting applications for voluntary redundancy (which may include early retirement)
  - The use of transferred redundancy where appropriate.
- However, we will also ensure that any measures we take do not adversely our ability to deliver our organisational commitments.

### Engaging with Stakeholders

- 7.4 Where redundancies equate to 20 or more employees, we will ensure that we engage with trade unions at the earliest opportunity and that all consultation begins in good time, is meaningful and complies with statutory requirements, including timeframes. We will provide transparent and complete information to our trade unions throughout the redundancy consultation process, regardless of the number of people affected. We will also ensure our unions have adequate time to engage with and consult their members.
- 7.5 We are committed to effective consultation with trade unions and will consider any suggestions and representations they make to avoid or reduce the number of redundancies which may include selection processes, assimilation, ring fencing etc.
- 7.6 We will provide trade unions with sufficient information, in writing, including:
- The reasons for the proposed redundancies
  - The number of people and the roles affected by the potential redundancies
  - The number of people in each affected role
  - The measures to be put in place to mitigate against redundancy
  - How we are planning to select the people for redundancy
  - How we will carry out the redundancies; including timescales
  - How we will calculate redundancy payments.

- 7.7 Once we have identified the provisional roles selected for redundancy due to the proposed change, and/or the appropriate selection pools, we will start consultation which will include group consultation and individual consultation with you. We will undertake as much consultation as is reasonably practicable and in most cases, we expect to hold between one and three individual meetings with you;
1. initial notification
  2. outcome of selection process
  3. confirmation of redundancy, when redundancy takes effect.
- You have the right to be accompanied to all your consultation meetings by a work colleague, trade union official or certified trade union representative. Throughout the consultation process, we will provide you with adequate information so that you can consider and respond to the redundancy proposals. We encourage you to consider ways to avoid redundancies and assure you we will consider any suggestions you make.

### **Voluntary Redundancy**

- 7.8 Once we have identified the need for redundancies, we may decide to offer a voluntary redundancy scheme. You will need to think carefully about whether voluntary redundancy is right for you, considering such factors as your financial circumstances and your ability to find alternative work. If you choose to apply for voluntary redundancy, there is no guarantee your application will be accepted. We will consider the skills, knowledge and attributes we need to deliver effective policing and the future objectives of our organisation. Our decision to accept or reject your application for voluntary redundancy will be final.
- 7.9 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.
- 7.10 If your application is accepted, we will notify you, in writing, as soon as reasonably practicable after the voluntary redundancy closing date. We will subsequently meet with you to answer questions and discuss the timing of your redundancy, including notice periods, your redundancy payment, final pay and any other information that is relevant to you.
- 7.11 When you take voluntary redundancy, you are entitled to reasonable paid time off work to find alternative work, and redundancy pay if you meet the qualifying conditions.

### **Compulsory Redundancy**

- 7.12 If the need for compulsory redundancies arises, we will use objective selection criteria and apply it fairly, reasonably and consistently. The criteria we use may include, but not be restricted to, interview selection process, performance, skills, competence, relevant qualifications, conduct, attendance records (excluding absence related to pregnancy/maternity or disability) and timekeeping. If you have a disability, we will take account of your specific needs and make reasonable adjustments to the selection process to remove any disadvantage you would otherwise face.
- 7.13 Once we have applied the selection criteria, we will inform you of the outcome, without delay. If you have not been selected for a post, you will continue to be at risk of redundancy.

## **Redeployment (Alternative Employment Register)**

- 7.14 As part of our consultation process, and once redundancy selections have been made, we will make every effort to assist you to find you a suitable alternative role. Whether a job is suitable will depend on several factors, including how similar the work is to your current role, the status of the role, the terms of the job being offered, your skills and abilities to perform the role, the pay, including benefits, and the hours and place of work. If we identify a potentially suitable alternative role but you unreasonably refuse it, you may lose your right to redundancy pay. In determining reasonableness of a refusal, your individual circumstances will be explored fully and there will be a discussion with you in the first instance before a decision regarding redundancy pay is made.
- 7.15 While you are on the register you 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.
- 7.16 We will also inform you of any vacancies that arise from the time you are at risk of redundancy up until your termination date. We encourage you to visit our recruitment page on the PCC website on a regular basis, so that you are aware of all opportunities that are advertised. You will have priority for any vacancies that arise and we will give your application fair consideration when you express an interest for an available position. We guarantee to interview you if you meet the essential role requirements. The exact selection process will depend upon the role you are applying for.
- 7.17 If you are redeployed into an alternative post, you are entitled to trial the role for four weeks. The trial period is a two-way process, so that you can assess the new role and we can also ensure the new role is suitable for you. During the trial, we will consider and address any reasonable adjustments you may need, along with training needs. We may agree to extend your trial period, in writing, when we agree you have not had the opportunity to fairly and reasonably assess the role due to outstanding training needs or sickness absence or a specific reasonable adjustment that has not yet been fully accommodated. We will discuss and mutually agree any extension on a case-by-case basis.
- 7.18 If, at the end of the trial, we are all satisfied the role is suitable, we will make the appointment permanent and confirm this to you in writing. If, at the end of the trial, we find that the alternative employment is not suitable you will continue to be at risk. If you have reached the end of your notice period or should we fail to identify a further suitable alternative role within your notice period, your employment will be terminated on the grounds of redundancy and you will still receive any redundancy pay you are entitled to.

## **Pay Protection**

- 7.19 We will make every effort to redeploy you into a suitable alternative post which attracts the same or a similar level of remuneration. However, short term salary protection may apply in certain circumstances, including:
- Reduction of basic pay e.g. where you have accepted redeployment into a lower graded post or into a post with reduced hours;
  - Reduction of total pay e.g. due to a loss of allowances
- 7.20 The level of pay protection will be determined based on your substantive post and therefore allowances received in temporary or acting roles will be disregarded for the purpose of pay protection. Pay protection will be effective from the date of confirmation into your new post i.e. after a successful trial period.

- 7.21 Your earnings, including any allowances, from your previous post will be protected i.e. frozen for a period of 3 months. During this time, you will not be entitled to any further incremental progression or national pay awards, unless the incremental payment and/or national pay award are more than the frozen salary/pay protection. After the initial 3 months, your pay protection will then be reduced by 50% for a further 3 months. At the end of the full 6 months, your earnings will be aligned to the actual pay for the new post. This will usually result in the retention of your current spinal column point (for sideways moves) or if you are redeployed into a lower graded role you will usually be placed into the top of the grade (or retain your current SCP where the top of the grade would result in a salary increase).
- 7.22 If you incur additional travel to work costs because of your redeployment, we will pay these in accordance with our agreed Excess Travel policy outlined in [Section 6](#).
- 7.23 If you are redeployed into an alternative role, all other conditions and payments will be made in line with the new post (e.g. annual leave, enhancements etc.) and we will make you aware of any changes throughout the process.

## **Redundancy**

- 7.24 If, at the end of the formal consultation period, we have not been able to find alternative options and you remain at risk, we will give you notice to terminate your employment on the grounds of redundancy. Your notice period will be in accordance with your terms and conditions of employment or statutory minimums, whatever is the greater. We will provide you with information about your redundancy payment, final pay, pensions and any other information that is relevant to you.
- 7.25 In most cases, we will expect you to work your notice period. However, in exceptional circumstances, we may agree to pay you in lieu of your notice period, meaning your contract will end without notice on an agreed date. The redundancy/ pension payment will be recalculated to reflect the revised leaving date, and will not receive payment in lieu of notice. Any payment in lieu of notice is still subject to the deduction of tax and national insurance contributions.
- 7.26 When you are under notice of redundancy, you are entitled to a reasonable amount of paid time off to look for alternative work, attend interviews or arrange training that will help you to find another job. You must discuss this with your manager.
- 7.27 You have the right to appeal, if you disagree with our decision to dismiss you on the grounds of redundancy. You must clearly explain the grounds for your appeal, in writing, and send it to the Chief Executive within 7 calendar days of the date of the original decision being confirmed to you in writing. An appeal against a dismissal arising from redundancy will usually be heard by 2 members of the Senior Management Team not previously involved in the decision. Following receipt of your appeal, we will invite you to an appeal hearing without unreasonable delay with a minimum of 7 calendar days' notice. You have the right to be accompanied to the hearing by a work colleague, trade union official or certified trade union representative.
- 7.28 If you wish to present new evidence, submit a full statement of case or provide additional supporting information, you should submit this with your letter of appeal wherever possible, and by no later than 3 calendar days before the appeal hearing. At the appeal, we will consider the reason you have given for your appeal, including any new evidence you have provided, where relevant. We will then adjourn the hearing to consider your case. Once we



have reached a decision, we will notify you of the outcome and subsequently aim to confirm this to you in writing within 7 calendar days and decide whether to change or uphold the original decision. The appeal hearing decision is final and you do not have any further right of internal appeal against our decision.

- 7.29 If you have at least 2 years' service with us, you will be entitled to redundancy pay. This is based on your age, completed years of reckonable service and your actual weekly pay at the time you leave. This payment will include any statutory redundancy pay you are entitled to receive. If your redundancy payment, including any severance, is under £30,000, this will not be taxable (subject to relevant HMRC rules in force at the time).

## **Support**

- 7.30 We understand that the risk of losing your job is very stressful, emotive and worrying. We are therefore committed to providing you with support during this difficult time. You may want to contact our confidential Employee Assistance Programme for support and guidance, or seek counselling or mediation support through our Occupational Health team.

## **Specific Cases**

- 7.31 We must ensure you are not disadvantaged due to your maternity, adoption, maternity support or shared parental leave. You have the right to a fair redundancy selection process and the same rights as all other employees to consultation. Additionally, you have the statutory entitlement to be given priority over other employees for any suitable alternative vacancies that may arise. The new role must be suitable and appropriate and your terms of employment must be no less favourable than those of your current role. If this situation arises, you will be offered the alternative post, which will start on the day immediately after the day on which your current role comes to an end. Your employment will therefore be continuous.
- 7.32 If you are a part-time employee, we will not treat you any less favourably than your full-time colleagues when we are dealing with a redundancy situation. We will ensure consultation meetings and selection criteria do not inadvertently penalise you.
- 7.33 If you are an employee on a fixed-term contract, you will receive equal treatment to our permanent employees when we are managing any redundancy situation that arises, other than when it is the agreed end date of your individual contract of employment.
- 7.34 If you are a member of the Local Government Pension Scheme and are made redundant at the age of 55 years or over, your main benefits are payable immediately, without any early retirement reduction, providing you meet the 2 year vesting period.
- 7.35 If you secure alternative employment with another employer who is covered by the Redundancy Payments (Local Government) Modification Order 1999, prior to your effective date for redundancy, and the job starts no later than four weeks after your redundancy date, your reckonable service will continue and you will no longer be in a redundancy situation. This means you will not be entitled to any redundancy payment.
- 7.36 If you receive a redundancy payment from us, we cannot re-employ you in any capacity for a minimum of 4 weeks after your redundancy date.

## **Organisational Change without redundancies**

- 7.37 In an organisational change situation where no redundancies are anticipated, such as change of location or changes to job descriptions / regrading of roles we will follow the

process described in this section. We will engage at the earliest opportunity and ensure that all consultation begins in good time and is meaningful. The duration of, and format of the consultation process will be tailored dependent upon the nature of the change.

- 7.38 We will provide transparent and complete information to our trade unions regarding organisational change and will consider suggestions and representations made. We will provide our trade unions with sufficient information including the reasons for the change, the number of people/roles affected and proposed timelines.
- 7.39 We will also consult with each affected employee with regard to the changes; you will have the right to be accompanied to all your consultation meetings by a work colleague, trade union official or certified trade union representative.
- 7.40 Where the number of posts and their duties and grade remain unchanged but the location changes, individuals can provide details of relevant personal circumstances and supporting information for consideration. Should a proposed location change result in excess travel, where agreed, the process as outlined in [Section 6](#) will then be followed. In addition, for changes to location, a preferencing exercise may take place where applicable, however whilst we will try to accommodate preferences where possible, no guarantees can be given that individuals will receive their preference(s).
- 7.41 Where significant changes to duties and/or job descriptions are proposed, the revised job description will be reviewed and graded in line with the Job Evaluation scheme. An appropriate selection process will be agreed and implemented. Pay protection will apply (where applicable) if the role is re-graded at a lower grade.
- 7.42 For organisational change programmes, the appropriate period of notice will be given. In most cases, 1 month will be appropriate. Where all parties agree to the change, implementation can take place sooner.

**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 Hour (Hours-per-week)	Proportion of Weekly ½ Hour (Hours-per-week)	Annual Allowance In Hours	Weekly Hours Worked	Proportion of Weekly ½ Hour (Hours-per-week)	Proportion of Weekly ½ Hour (Hours-per-week)	Annual Allowance In Hours
7.0000	0.0959	5.0005	5.00	21.7500	0.2979	15.5334	15.50
7.2500	0.0993	5.1778	5.25	22.0000	0.3014	15.7159	15.75
7.5000	0.1027	5.3551	5.25	22.2500	0.3048	15.8931	16.00
7.7500	0.1062	5.5376	5.50	22.5000	0.3082	16.0704	16.00
8.0000	0.1096	5.7149	5.75	22.7500	0.3116	16.2477	16.25
8.2500	0.1130	5.8921	6.00	23.0000	0.3151	16.4302	16.50
8.5000	0.1164	6.0694	6.00	23.2500	0.3185	16.6075	16.50
8.7500	0.1199	6.2519	6.25	23.5000	0.3219	16.7848	16.75
9.0000	0.1233	6.4292	6.50	23.7500	0.3253	16.9621	17.00
9.2500	0.1267	6.6065	6.50	24.0000	0.3288	17.1446	17.25
9.5000	0.1301	6.7838	6.75	24.2500	0.3322	17.3219	17.25
9.7500	0.1336	6.9663	7.00	24.5000	0.3356	17.4991	17.50
10.0000	0.1370	7.1436	7.25	24.7500	0.3390	17.6764	17.75
10.2500	0.1404	7.3209	7.25	25.0000	0.3425	17.8589	17.75
10.5000	0.1438	7.4981	7.50	25.2500	0.3459	18.0362	18.00
10.7500	0.1473	7.6806	7.75	25.5000	0.3493	18.2135	18.25
11.0000	0.1507	7.8579	7.75	25.7500	0.3527	18.3908	18.50
11.2500	0.1541	8.0352	8.00	26.0000	0.3562	18.5733	18.50
11.5000	0.1575	8.2125	8.25	26.2500	0.3596	18.7506	18.75
11.7500	0.1610	8.3950	8.50	26.5000	0.3630	18.9279	19.00
12.0000	0.1644	8.5723	8.50	26.7500	0.3664	19.1051	19.00
12.2500	0.1678	8.7496	8.75	27.0000	0.3699	19.2876	19.25
12.5000	0.1712	8.9269	9.00	27.2500	0.3733	19.4649	19.50
12.7500	0.1747	9.1094	9.00	27.5000	0.3767	19.6422	19.75
13.0000	0.1781	9.2866	9.25	27.7500	0.3801	19.8195	19.75
13.2500	0.1815	9.4639	9.50	28.0000	0.3836	20.0020	20.00
13.5000	0.1849	9.6412	9.75	28.2500	0.3870	20.1793	20.25
13.7500	0.1884	9.8237	9.75	28.5000	0.3904	20.3566	20.25
14.0000	0.1918	10.0010	10.00	28.7500	0.3938	20.5339	20.50
14.2500	0.1952	10.1783	10.25	29.0000	0.3973	20.7164	20.75
14.5000	0.1986	10.3556	10.25	29.2500	0.4007	20.8936	21.00
14.7500	0.2021	10.5381	10.50	29.5000	0.4041	21.0709	21.00
15.0000	0.2055	10.7154	10.75	29.7500	0.4075	21.2482	21.25
15.2500	0.2089	10.8926	11.00	30.0000	0.4110	21.4307	21.50
15.5000	0.2123	11.0699	11.00	30.2500	0.4144	21.6080	21.50
15.7500	0.2158	11.2524	11.25	30.5000	0.4178	21.7853	21.75
16.0000	0.2192	11.4297	11.50	30.7500	0.4212	21.9626	22.00
16.2500	0.2226	11.6070	11.50	31.0000	0.4247	22.1451	22.25
16.5000	0.2260	11.7843	11.75	31.2500	0.4281	22.3224	22.25
16.7500	0.2295	11.9668	12.00	31.5000	0.4315	22.4996	22.50
17.0000	0.2329	12.1441	12.25	31.7500	0.4349	22.6769	22.75
17.2500	0.2363	12.3214	12.25	32.0000	0.4384	22.8594	22.75
17.5000	0.2397	12.4986	12.50	32.2500	0.4418	23.0367	23.00
17.7500	0.2432	12.6811	12.75	32.5000	0.4452	23.2140	23.25
18.0000	0.2466	12.8584	12.75	32.7500	0.4486	23.3913	23.50
18.2500	0.2500	13.0357	13.00	33.0000	0.4521	23.5738	23.50
18.5000	0.2534	13.2130	13.25	33.2500	0.4555	23.7511	23.75
18.7500	0.2568	13.3903	13.50	33.5000	0.4589	23.9284	24.00
19.0000	0.2603	13.5728	13.50	33.7500	0.4623	24.1056	24.00
19.2500	0.2637	13.7501	13.75	34.0000	0.4658	24.2881	24.25
19.5000	0.2671	13.9274	14.00	34.2500	0.4692	24.4654	24.50
19.7500	0.2705	14.1046	14.00	34.5000	0.4726	24.6427	24.75
20.0000	0.2740	14.2871	14.25	34.7500	0.4760	24.8200	24.75
20.2500	0.2774	14.4644	14.50	35.0000	0.4795	25.0025	25.00
20.5000	0.2808	14.6417	14.75	35.2500	0.4829	25.1798	25.25
20.7500	0.2842	14.8190	14.75	35.5000	0.4863	25.3571	25.25
21.0000	0.2877	15.0015	15.00	35.7500	0.4897	25.5344	25.50
21.2500	0.2911	15.1788	15.25	36.0000	0.4932	25.7169	25.75
21.5000	0.2945	15.3561	15.25	36.2500	0.4966	25.8941	26.00

