

Heddlu Dyfed-Powys Police Police Staff Council



Pay and Conditions of Service Handbook

June, 2009

Human Resources Department
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Part 1 – Principles and Constitution

Principles

1. The Police Staff Council represents police authorities, chief constables and the Home Secretary of England and Wales and the employees of police authorities. The Council's principle role is to negotiate a national scheme of pay and conditions of service for police staff. The constitution of the Council follows.
2. A guiding principle for both sides of the Council is the creation of a working environment that allows staff to give of their best in their work for police forces and the communities they serve. In this context both sides are committed to the following objectives:
 - (a) High quality services delivered by a well trained, motivated workforce with security of employment. To this end police authorities are encouraged to provide training and development opportunities for their employees;
 - (b) Health and safety in the workplace;
 - (c) Equal opportunities in employment; equality as a core principle which underpins both service delivery and employment matters; and both the removal of all discrimination and promotion of positive action;
 - (d) A flexible approach to providing services to the community, which meets the needs of employees as well as employers; and achievement of best value in the police service;
 - (e) Stable industrial relations and negotiation and consultation between police authorities as employers and recognised trade unions.
3. The Council endorse that facilities to allow trade unions to organise effectively for individual and collective representation should be provided by police authorities at local level. Local machinery should be established with recognised trade union representatives of staff to discuss the application of the provisions of this Handbook, consider other conditions of service issues and, where possible, resolve any differences through local collective machinery.

Details of the local machinery established within Dyfed-Powys are given below.

4. Local Joint Consultative Committee

4.1 Title

The Committee shall be called the Dyfed-Powys Police Staff Joint Consultative Committee.

4.2 Representation

The committee shall comprise four members of the Management Side and four members of Unison. The Director of Finance (or a person nominated by him) shall attend where issues having financial implications are to be discussed.

A Regional Officer of Unison may attend in an advisory capacity where the issue is of a difficult or contentious nature and by prior notice.

If a member of the Committee ceases to be an employee of Dyfed-Powys Police they shall then cease to be a member of the Committee.

4.3 **Chair**

A Chair shall be appointed by both sides. The Chair shall alternate between the Management Side and the Union Side with each side chairing meetings for one year at a time.

4.4 **Secretary**

The Secretary will be provided by the Management Side and minutes agreed by both sides. Minutes will be published at the Human Resources website on the Intranet.

4.5 **Advisers**

Either side shall have the right to request the attendance of representatives of sections or departments affected by a question under discussion for the period of the relevant question, provided notice of such intention is included on the Agenda.

4.6 **Functions**

The functions of the Committee shall be to consult with a view to reaching agreement on matters pertinent to the employment of police staff, i.e., those police staff under the direction and control of the Chief Constable except on individual matters such as discipline, efficiency, grievance or grading, (i.e., matters on which separate representation and procedures exist). The Chief Constable has delegated authority "to decide on the number of civilian staff to be engaged to assist the police force and the salary and conditions of service of such staff" (Police Authority Minutes – 19/06/95).

The Committee may make joint recommendations of both sides for agreement by the Assistant Chief Constable. If the Assistant Chief Constable attends the Committee the Committee will be empowered to act as a negotiating forum subject to compliance with the Authority's Standing Orders and Financial Regulations.

4.7 **Dispute Resolution**

The Joint Secretaries of the Police Staff Council will assist police authorities, chief constables and recognized trade union representatives of their employees in resolving differences where the local parties jointly request assistance.

4.8 **Meetings**

The Committee shall meet at least three times a year. A meeting shall be called within 14 days of a request being made by either side. The matters to be discussed at the meeting shall be stated in writing to the Secretary of the Committee.

4.9 **Quorum**

The quorum of the Committee shall be two representatives of each side.

4.10 The Facilities Agreement with UNISON is attached as **Appendix 1**.

5. **Constitution – Police Staff Council National Level**

5.1 **Title**

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

5.2 **Scope**

The scope of the Council shall relate to staff who are employees of police authorities in England and Wales, the National Crime Squad (NCS) and the National Criminal Intelligence Service (NCIS) who are subject to the direction and control of a chief constable or director general. Later references to police authorities shall be taken to include NCS and NCIS.

5.3 **Membership**

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

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

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

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

UNISON	5
GMB	1
TGWU	1

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

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

6. **Purpose**

The purpose of the Council is to:

6.1 **Negotiate**

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

6.2 **Consider**

- (a) Advice to the Secretary of State on general questions affecting police staff in England and Wales (excluding the Metropolitan Police).
- (b) Draft regulations which affect police staff that the Secretary of State proposes to make with respect to matters other than those covered by 4.1 above.
- (c) Any matter affecting police staff which has been referred to it by the Secretary of State and any of the constituent organisations.
- (d) Advice on and interpretations of national agreements.

6.3 **Consult**

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

6.4 **Resolve Disputes**

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

6.5 **Conduct of Business**

- 6.5.1 At its annual meeting the Council shall appoint a Chair and Vice-Chair. When the Chair is a member of the Employers' Side the Vice-Chair will be a member of the Trade Union Side. The Chair and Vice-Chair shall be held in alternate years by a member of the Employers' Side and a member of the Trade Union Side.
- 6.5.2 At its annual meeting the Council shall appoint two Joint Secretaries:
 - (a) The Employers' Side Secretary will be an officer of the Employers' Organisation for Local Government;
 - (b) The trade Union Side Secretary will be an officer of UNISON.
- 6.5.3 Ordinary meetings shall be held as often as necessary, notice of which shall be provided to members at least seven days in advance of the date of the meeting. The Joint Secretaries shall call a special meeting of the Council if requested by four members or all of the representatives of one of the constituent organisations. A special meeting shall be held within fourteen days of receipt of the request to hold it and the notice summoning members to a special meeting shall state the purpose for which it has been called.

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

6.6 **Resolution of Disputes**

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

6.7 **Amendments to the Constitution**

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

Part 2 – Pay and Conditions of Service

Section 1 – Pay

1. Pay Spine

- 1.1 The local pay grades applicable to Dyfed-Powys Police Staff are available (click here). The basic pay of each employee shall consist of either a single point or a scale of points selected from the national spine.
- 1.2 Adjustment to pay points will take place annually with effect from 1st September (unless otherwise agreed by the two Sides of the Council) 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;
 - Police service funding.
- 1.3 The pay and grading of jobs must be fair and non-discriminatory, complying with equal pay legislation and associated codes of practice. The Council recommends that forces adopt by local joint agreement an analytical job evaluation scheme to assist in fulfilling this requirement. The job evaluation scheme developed by the Council has been adopted by this Force.

2. Individual Grading Appeals

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

3. Progression for Employees Appointed on a Scale of Pay Points

- 3.1 Progression through a scale will normally be by one pay point each year subject to satisfactory performance. Annual increments will be paid on 1st April of each year, subject to the maximum of the grade.
- 3.2 Where the member of staff is regraded, appointed to a new post or commences after 1st October of any year, then the first increment will be paid six months after the date of change and thereafter on 1st April, subject to the maximum of the grade.
- 3.3 Progression may be accelerated within the scale for excellent performance. A system may be developed using the competency framework and PDR process to enable implementation.

- 3.4 Progression through a scale may be delayed in cases of poor performance. Employees dissatisfied with a decision to delay progression shall have the right to raise the issue through the Force's Grievance Procedure ([click here](#)). Action in this respect should only be taken in conjunction with the provisions of the Capability Procedures, Management of Probationers or Disciplinary Procedures. No member of staff will have an increment withheld purely on the grounds of their disability.
- 3.5 Employees may be required to obtain a specified qualification or level of professional competence before progressing to the maximum of a scale.

4. **Career Development Opportunities / Temporary Higher Responsibilities / Temporary Appointments**

- 4.1 Acting and temporary opportunities should follow the process outlined in the Police Staff Recruitment Policy. There will be times however, when exigencies of service make this difficult the appointment should be regularised in accordance with the policy as quickly as possible.

4.2 **Acting Duties**

An employee required to undertake the full duties and responsibilities of a higher graded post for a continuous period of at least fifteen calendar days shall be paid at that higher grade with retrospective effect from the first day of undertaking such duties. The higher salary shall not be payable during periods of leave or sickness of the employee who is acting up. Line Managers will inform HR Managers of the relevant details. The HR Manager will write to the individual to confirm and inform Finance. Where it is necessary for an employee at a lower grade to train for a higher grade post to provide cover, periods where refresher training is undertaken should be paid at higher grade provided that the full duties of the post are undertaken.

- 4.3 An employee required to undertake some of the duties and responsibilities of a higher graded post over an extended period shall be eligible to receive an honorarium, paid either as a temporary addition to salary or as a lump sum.
- 4.4 Where the post is short term, i.e. less than three months, Section Heads will invite applicants for the post from Section members where more than one person could apply. Where there is a "deputy" or only one other person in the Section, if they are considered suitable, they will be offered the post on an acting up basis. Prior consultation should take place with the HR Manager.

4.5 **Temporary Promotion**

An employee required to undertake the full duties and responsibilities of a higher graded post over an extended period of 3 months should be temporarily promoted to that higher grade for a fixed period and the reason for the temporary promotion should be stated. The terms of the temporary promotion should be set out as an amendment to the permanent contract of employment by the HR Manager with an end date, which should be no longer than 6 months maximum.

4.6 Temporary Appointments

- 4.6.1 Staff applying for temporary posts, which are for more than one year's duration must be aware that a return to their original post at the end of the temporary appointment is not guaranteed. **If this is the case they will** subsequently be subject to the redeployment procedure.
- 4.6.2 Where it is decided to fill a maternity leave vacancy (which normally last over three months) it will be advertised internally via Routine Orders.
- 4.6.3 Where an individual is sick and where it is anticipated the absence will last for at least 3 months, wherever possible the post will be advertised internally via Routine Orders.
- 4.6.4 Where a post is offered on a temporary basis, and is subsequently available on a permanent basis, the temporary appointee **may be offered the permanent post subject to having been in post for six months, the post having been advertised internally, and on the recommendation of the Head of Department who will take into account the PDR if available.**
- 4.7 For all other Recruitment and Selection matters see the Recruitment and Selection Policy for Police Staff.

5. Honoraria

- 5.1 Forces also have the discretion to pay honoraria, either as an addition to salary or as a lump sum, to recognise factors that are not reflected in the basic pay of an employee's job. The approval of such a sum will be limited to a maximum figure of £1,000 p.a. Any higher figure should be subject to Chief Officer approval. Honoraria will be payable from departmental budgets. Honoraria are to acknowledge ad hoc temporary extra duties not long term permanent changes to duties which should be assessed by job evaluation.
- 5.2 In exceptional operational circumstances where, as a matter of urgency, a member of police staff undertakes duties for which they are trained, they will be granted an honoraria covering the salary and additional payments (if any) due to a substantive post holder. In this case, such an arrangement can be made only with the authorisation of the budget holder of the department receiving the service. Such instances should be kept to the minimum necessary to maintain necessary functions of the Force. Claims for payment should be made via memo to the Finance Department outlining the particular requirement necessitating the payment. HR Managers will include a calculation of the amount concerned.
- 5.3 Finance will keep a record of all such payments and report concerns to departmental heads should such payments become regularly used.

6. Payments for Working Additional Hours

- 6.1 **All additional hours should be agreed in advance by the Line Manager and taken account of departmental budgets.** An employee paid at or below Spinal Column Point (SCP) 29, who works additional hours in excess of an average of 37 hours per week, shall be paid at the following rates for the additional hours. For payment purposes, days start at 12:00 midnight and end at 12:00 midnight.

Monday to Saturdays Time and a half

Sundays and public holidays Double time

- 6.2 For the purposes of paragraph 6.1 periods of working thirty minutes or more should be aggregated and complete periods of half an hour paid at the appropriate rate.
- 6.3 For police staff above SCP 29 prior agreement for overtime payments should be obtained via their departmental head and the Director of Finance and Resources for special projects. Payment of overtime at the rates outlined in section 6.1 above may be paid to staff above the overtime limit who perform operationally critical roles. This requirement should be specified in the Statement of Particulars on appointment or by contractual variation.
- 6.4 For the purposes of paragraph 6.1, periods of work over 37 hours per week should be aggregated over the monthly period at the appropriate rate. Overtime must be authorised prior to being worked by the Line Manager otherwise payment for hours worked will not be met.
- 6.5 Alternatively, an employee who works a regular pattern of hours in excess of an average of 37 per week may be paid a locally agreed salary supplement. Where contractual overtime is worked, this will be paid at time and one third.

7. Payments for Working Unsocial or Irregular Hours as Part of Regular Working Pattern

- 7.1 Weekend work shall be paid at the rate of time and a half for all hours worked.
- 7.2 Night work shall be paid at the rate of time and a third for all hours worked between 20:00 and 06:00.
- 7.3 The following allowances shall be paid to employees working irregular hours (which are defined as hours before 07:00 or after 18:30):
- | | |
|--|----------------|
| An average of at least four but less than eight hours per week calculated over the working cycle | 7.5% of salary |
| An average of at least eight hours per week calculated over the working cycle | 10% of salary |
- 7.4 The allowance for working irregular hours shall **not** apply to work which qualifies for allowances at 7.2 or 8.1 or where the employee works those hours voluntarily under a flexible working arrangement.

8. Payments for Working Shifts

- 8.1 The allowances set out below shall apply where a shift pattern meets all of the following criteria:
- A span of eleven hours or more between start time of the earliest shift and finish time of the latest shift;
 - At least four hours between the starting time of the earliest and latest shifts;

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

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

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

9. Payment for Short-Notice Changes to Rostered Shifts

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

10. Payment for Short-Notice Requirements for Shift Workers to Work on a Day Not Originally Rostered as a Working Day

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

10.2 An employee required, at less than fifteen days' but more than five days' notice, to work on a day not originally rostered as a working day may elect to be paid at the appropriate overtime rate or receive a day off in lieu. If an employee is given 15 days' notice, says they are not available and then changes their mind, they will have been deemed to have been given the notice they were originally given for payment purposes.

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

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

11. Separate Entitlements and Methods of Calculation

It is possible for an employee to have a concurrent entitlement to more than one of the payments set out in paragraphs 6 to 8 inclusive but not to night work, shift work or irregular hours at the same time. Where concurrent entitlements exist, each payment should be calculated separately on the basis of the basic salary rate.

12. Payments for Working on a Public Holiday

An employee required to work on a designated public holiday as part of his or her rostered working week shall, in addition to the normal pay for the day, be entitled to payment at single time plus time off in lieu at single time. Where an employee has designated an alternative holiday under the Religious and Cultural Needs Procedure (click here) applies.

13. Payment for Stand-by Duty / Call-Out

- 13.1 For the purposes of this paragraph a period of stand-by duty is defined as either of the following:
- Any period from the end of normal office working hours to the beginning of normal office working hours the next day;
 - A twelve-hour period at weekends or on a public holiday.
- 13.2 The payment for each such period of stand-by duty (£26.16 wef 01/09/07). This payment covers the requirement to be available to deal with work issues either away from or at the workplace and the completion of all necessary paperwork arising from the stand-by period.
- 13.3 An employee who is called out shall be paid at the rates set out in paragraph 6.1 for all time necessarily spent working. The normal restriction on overtime payments for staff above SCP 29 local shall not apply.
- 13.4 If an employee in receipt of a on call payment is absent from work for one continuous period of **three** months or more, they will **normally** cease to receive it **unless there are exceptional grounds where the employee or their representative should make representations to the Head of Human Resources for the payment to continue.**
- 13.5 A review of standby duty rosters and call out demands should be undertaken annually by the Line Manager to ensure that there is equality of loading and that the arrangement is still valid.

14. Call Outs for Staff who are Not Paid a Standby / Call Out Rate

- 14.1 Occasionally, staff who do not receive standby payments may be called out. When they are called out and responding they will receive the call out payment. They will also receive recompense from the time they are called out to the time they return home. This will be via a minimum of 4 hours' time off in lieu or the actual hours worked, whichever is the greater. Appropriate overtime rates may be paid instead as per paragraphs 6.1 and 6.3. This will also be payable to staff above the overtime bar, i.e. SCP 29.

15. Part Time Employees

- 15.1 Part time staff will receive an average 2 rest days per week. A day which is neither a rostered working day, a rest day nor public holiday is referred to as a Free Day.
- 15.2 Overtime allowances set out in paragraph 6 shall only apply where the total hours worked are in excess of the working week of a full time employee, 37 hours. Additional hours worked below this figure will be paid at plain time rate only.
- 15.3 Allowances set out in paragraphs 7 to 13 inclusive, shall apply to part time staff.
- 15.4 Allowances set out in paragraph 10 shall apply to a re-rostered rest day or free day.

16. First Aider Allowance

Forces shall pay an allowance of £250 to qualified and recognised workplace first aiders or employees required to hold a first aid qualification. This will be paid from departmental budgets to those first aiders appointed by the department. This should be withdrawn if an individual is absent from work or unable to carry out their first aid duties for a continuous period of one month or more and a deputy appointed and paid.

17. Payment to Interpreters / Translators

Forces should ensure that employees who are asked to translate during the course of their duties are members of the National Register of Interpreters / Translators and paid the appropriate rate set out by the Register. This does not apply to staff whose major post function is translation.

18. Additional Expense - Referrals by the Occupational Health Unit

18.1 Travel expenses for any private appointments funded by OHU may, in exceptional cases, be paid by Division, subject to prior approval by the Head of Division.

19. Loss of Earnings Due to Jury Service

19.1 Please see [Guidance on Jury Service](#).

20. VDU Users

20.1 Expenses will be paid in accordance with the guidelines on VDU eyesight testing ([click here](#)).

21. Professional Fees

Where a member of police staff is required by the role profile to be a member working towards membership of a professional body and they are a member of that professional body they will be able to claim the membership fees of that body each year on renewal of membership.

22. Dog Handler's Allowance

Where a dog owned by the Police Authority is kept by an officer at home, the officer shall be paid a dog handlers allowance in respect of the care for the dog whilst on rest days and public holidays.

Where an officer cares for more than 1 dog owned by the Police Authority at home there shall be added to the allowance an additional 25% for each dog.

Section 2 – Working Time

1. Working Hours

- 1.1 The normal working hours of full time employees shall be an average of 37 per week over 17 weeks as per the Working Time Agreement. The pattern of working hours of employees can be determined locally in consultation with recognised trade unions.
- 1.2 In determining working arrangements and reference to working time, forces should take into account the needs of individual employees and groups of employees. Working arrangements should avoid:
 - (a) Split shifts as part of a regular shift pattern;
 - (b) Short notice changes to rostered or expected patterns of work;
 - (c) Excessive hours in any one week; and
 - (d) Unnecessarily long periods over which the weekly hours are arranged. Where short notice changes to rostered shifts or working days are unavoidable, the provisions of Section 1, paragraphs 9 and 10 shall apply.
- 1.3 In determining working arrangements and working time, the Force should have regard to the Working Time Regulations, 1998. The Working Time Agreement is included at **Appendix 2**.

2. Time Off in Lieu for Staff Above Scale E

Where the Force requires senior police staff to work outside their contracted hours / flexitime scheme, time off in lieu may be allowed. The accrual of time off in lieu, where it is over and above an average of 37 hours per week over an average month, be at time and a half Monday to Saturday and double time on Sunday. It is emphasised that these arrangements apply to hours in excess of 37 hours per week **not** below this level (see also Section 3, paragraph 11 for details). Overtime payments may be made in line with paragraph 6.2 for hours in excess of flexi limits.

3. Shift Working and Planning Rosters

- 3.1 Shift rosters covering at least three months should be drawn up and published locally by force management. At the same time, for operational staff, it is good practice to plan annual leave up to a year in advance, in the interests of both staff and managers. These rosters shall provide for an interval of not less than eleven hours (or such other period determined by local collective agreement) between the end of an employee's planned period of duty and the beginning of his or her next planned period of duty.
- 3.2 Changes to agreed shift patterns should be subject to full consultation with the trade unions. This should be at least four months before the proposed change is due to come into effect due to 2.1 above, unless this is not possible for operational reasons or agreed otherwise by both parties.

- 3.3 Forces should publish a stand-by roster for employees regularly required to perform such duty outside their normal working hours, which should be reviewed annually by Line Managers.
- 3.4 Where, owing to the exigencies of duty, the Force has to change the planned starting time of a shift, this should be notified to employees as soon in advance of the intended change as possible. In all cases, changes should be achieved through the use of volunteers in the first instance with due regard to work-life balance considerations.

Section 3 – Leave

1. Annual Leave

1.1 Annual leave will accrued based on each calendar month of service for full time and part time workers during individual leave years. A leave year runs from the annual anniversary of the date of commencement of the member of staff.

1.2 Continuous Service

From 0 to 5 years 24 days or (177.7 hours) = annual entitlement

5 years – 10 years 29 days or (214.6 hours) = annual entitlement

10 years & over 32 days or (236.8 hours) = annual entitlement (maximum)

Shift Workers / Irregular Hours Workers

Shift workers or irregular hours workers who work longer shifts than a normal 7.4 hour day (37/5) should be allocated annual leave time in hours based on annual entitlement. Leave, as far as possible, should only be taken in periods of complete shifts.

Part Time Workers

Part time workers are entitled to a pro rata full time annual entitlement based on fraction of full time worked. Some examples:

<u>Contract examples</u>	<u>Up to 5 years – 24 days</u>	<u>5 to 10 years – 29 days</u>	<u>10 years plus – 32 days</u>
.2 contract equivalent to 1 day or 7.4 hours	4.8 days or 35.5 hours	5.8 days or 43 hours	6.4 days or 47.4 hours
.4 contract equivalent to 2 days or 14.8 hours	9.5 days or 71 hours	11.6 days or 86 hours	12.8 days or 94.8 hours
.6 contract equivalent to 3 days or 22.2 hours	14.4 days or 106.5 hours	17.4 days or 129 hours	19.2 days or 142.2 hours
.8 contract equivalent to 4 days or 29.6 hours	19.2 days or 142 hours	23.2 days or 172 hours	25.6 days or 189.6 hours

Casual Staff

Casual staff would accrue annual leave entitlement based on the hours they have worked, this would be claimed as detailed in the Casual Workers, Section 11 of this document. This would be calculated on the following formula:

<u>Examples</u>	<u>0 to 5 years – 24 days (177.7 hours)</u>	<u>5 to 10 years – 29 days (214.6 hours)</u>	<u>10 years plus – 32 days (236.8 hours)</u>
Formula = for every hour worked	0.09212	0.11125	0.12276
e.g. if a person worked 100 hours annually they would be entitled to -	100 x 0.09212 = 9.2 hours' annual leave	100 x 0.11125 = 11.1 hours' annual leave	100 x 0.12276 = 12.3 hours' annual leave
e.g. if a person worked 500 hours annually they would be entitled to -	500 x 0.09212 = 46.06 hours' annual leave	500 x 0.11125 = 55.6 hours' annual leave	500 x 0.12276 = 61.38 hours' annual leave

- 1.2 Leave should be taken at times agreed between managers and employees.
- 1.3 **With the agreement of Line Managers,** five days' leave may be carried over from one leave year to the next or anticipated unless there are exceptional circumstances and it is in the interests of efficiency to do so. If carried over, it must be taken within three months. Any untaken leave will otherwise be lost. **Staff and** Line Managers are expected to manage annual leave throughout the year so that this does not occur on a regular basis.
- 1.4 Maternity leave (including additional maternity leave up to a maximum of 26 weeks' duration) should be regarded as service for the purpose of calculating an employee's entitlement to annual leave after five years' continuous service. Maternity leave (including unpaid additional maternity leave up to a maximum of 26 weeks' duration) should not affect the length of an employee's annual leave entitlement in the leave year(s) in which maternity leave falls. The provisions applicable to the carry over of annual leave apply, see paragraph 1.3. Staff are therefore advised to take such leave before they go on maternity leave if they intend returning to work.
- 1.5 In the event of an employee falling sick during a period of annual leave **or time off in lieu,** he or she should be regarded as being on sick leave from the date of the medical certificate and further annual leave should be suspended from that date and recorded as sick leave.
- 1.6 Staff are entitled to accrue annual leave during sickness absence. Only five days' leave may, however, be carried over from one year to the next.

2. Public Holidays

- 2.1 Employees are entitled to paid leave on each designated public holiday. Where such leave cannot be granted for operational reasons on a particular public holiday, then the employee shall be covered by the arrangements at Section 1, paragraph 12.

- 2.2 Part time and casual workers are entitled to Bank and Public Holidays on a pro rata basis proportionate to their hours of work, for example, a part timer working 18½ hours per week would be entitled to half of the Bank and Public Holidays, i.e. currently 4/8. Entitlement is not related to the days of the week a member of staff works. As proportionately most of the Bank Holidays are on a Monday, staff who work the first half of the week, i.e. Mondays and not Fridays will need to either take annual leave, unpaid leave or make up their time off if they take all of the Monday Bank and Public Holidays as leave. This should be agreed with the Line Manager at the commencement of the leave year. **Public and Bank Holidays should also be agreed in advance and recorded as such.**
- 2.3 Where a member of police staff is required to be on call over a public or bank holiday, they shall be given a day off in lieu. Any time actually worked will be paid in accordance with Section 1, Paragraph 12 of this document. This is to recognise the contribution of police staff to providing operational resilience by being available.
- 2.4 Where for shift workers a rest day and a Public or Bank Holiday coincide, they shall be entitled to a Public or Bank Holiday in lieu of that day to be rostered, subject to operational need, within the same week and to be taken at the latest within one month of the occurrence of the Bank or Public Holiday.

3. Maternity Support Leave

See Paternity / Maternity Support Leave guidance ([click here](#)).

4. Adoption Leave

See Adoption Leave guidance ([click here](#)).

5. Parental Leave

See Parental Leave guidance ([click here](#)).

6. Time Off for Dependants

See Time Off for Dependants' Leave guidance ([click here](#)) apart from death or serious illness, where provisions below apply.

7. Compassionate Leave

Up to three days' leave with pay may be granted as compassionate leave in the event of death or serious illness of a member of the family to allow time for adjustment or other arrangements to be made.

In exceptional circumstances a Head of Department may grant more than three days (e.g. where the family member is not local).

Family is defined as, parents (or any individual who had the major responsibility for the upbringing of the member of staff), siblings, children, spouse / partner, grandparents, parents / siblings of spouse / partner, or other relative residing with the member of staff at the time of the emergency, or who they have responsibility for.

8. Time Off for Medical Screening

Time off shall be granted to attend routine medical screening, e.g. cancer / cervical screening and occupational medical requirements. This should be authorised by the Manager prior to the appointment day and is based upon appointment time only and does not include travel to and from.

9. Public Service Leave

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

10. Special Leave

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

11. Occupational Health

If attendance at OHU is requested by the Force, time off in work time will be granted. Other appointments with specialists referred by OHU should be on the next available date irrespective of whether this is during a normal working day or not. Time off in lieu will be granted.

12. Travelling Time

12.1 Time off in lieu will be given to police staff travelling on authorised police business **if travelling from home**. This should be calculated from their normal place of business **and claimed only** if the travelling is more than they would actually incur in travelling to work and if they would normally work that day.

12.2 If travelling **from home** on a rest day or non-working day, all of the travelling time is claimable from home. Time off in lieu is to be calculated on the basis of plain time **whilst travelling only**. If work is undertaken this will be **at enhanced time, i.e. time and a half Monday – Saturday and double time Sunday**. Any time off in lieu will be taken within three months of the date it was worked ([click here for time off in lieu recording form](#)). **This includes registering onto a course on the rest day.**

12.3 Line Managers have the discretion to negotiate a suitable working pattern in line with the WTR if travelling on a rest day is required. Payment in lieu of TOIL **may be made at plain time rate for travelling if this is in excess of 37 hours per week and agreed in advance and justified by the Line Manager.**

13. Study Leave

Study leave can be granted in accordance with the Private Study Policy ([click here](#)).

14. Ante Natal Care

See Maternity Leave Policy ([click here](#)).

15. Time Off to Attend Interviews

Full paid time off to attend selection interviews within the Force should be allowed. This will include secondments to other police bodies or other forces.

16. Adverse Weather Conditions – Police Staff

For staff who encounter travelling difficulties to work, it is a management decision where it cannot be accommodated within the flexi time system on whether paid discretionary leave will be authorised.

17. Leave for Religious Needs

See Religious and Cultural Needs Procedure ([click here](#)).

18. Payment in Lieu of Untaken Annual Leave

Annual leave accrued but not taken before date of leaving will only be paid on termination of employment.

Members of staff, who, on termination of employment have leave in excess of their accrued entitlement, will have the appropriate number of days' pay deducted from their final pay in accordance with the amount of excess leave taken.

- Where a member of police staff is absent from work for the whole of an annual leave year due to sickness he/she is not entitled to be paid in lieu of any of this leave or during unpaid periods of sickness absence or on termination of employment.
- Where a member of police staff leaves the Force he/she is entitled to be paid for the unexpired portion of their annual leave for the leave year in which their last day of service falls. The calculation is:

$$(A \times B) - C$$

Where A is the period of leave to which the worker is entitled (i.e. their entitlement under regulations and local conditions of service for police staff), B is the proportion of the leave year which expired before the termination date expressed in 1/12ths and C is the period of leave already taken by the worker between the start of the leave year and the termination date, example given below.

For example:

(say) Entitlement 'A' = 24 days.

(say) The leave year is April to March with the leaver leaving at the end of June

$$'B' = 3 \div 12 = 0.25$$

$$24 \times 0.25 = 6 \text{ days' entitlement}$$

'C' = day already taken, which is 2 days' leave, therefore the calculation is $6 - 2 = 4$ days.

- Where a member of police staff leaves the Force, having been off sick for a proportion but not all of the leave year, the above calculation will apply. This will remain subject to review, based on case law.

19. Unpaid Leave

Unpaid leave should normally be limited to periods of one or two days' maximum and should only be allowed where annual leave is exhausted. Any period above five working days should only be agreed in exceptional circumstances by the Divisional or Departmental Head in discussion with the HR Manager. Finance should be informed via the HR Manager.

Section 4 – Sickness Provisions

1. General

1.1 The scheme is intended to supplement Statutory Sick Pay or any short term or long term incapacity benefit under the Social Security (Incapacity for Work) Act, 1994(a) including any increase for adult and child dependants or State Insurance Benefits so as to maintain pay.

1.2 Employees shall be entitled to sick pay in accordance with the following in respect of absence from work due to sickness, disease or disablement:

Length of Continuous Service *	Amount of Sick Pay
During 1 st year of service	One month's full pay and (after completing four months' service) two months' half pay
During 2 nd year of service	Two months' full pay and two months' half pay
During 3 rd year of service	Four months' full pay and four months' half pay
During 4 th and 5 th years of service	Five months' full pay and five months' half pay
After 5 years' service	Six months' full pay and six months' half pay

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

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

1.4 "Full pay" in the table above shall be an amount which when added to Statutory Sick Pay or any short or long term incapacity benefit receivable will secure the equivalent of normal pay.

1.5 "Half pay" in the table above shall be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay or any short or long term incapacity benefit receivable, so long as the total sum does not exceed normal pay.

1.6 Full pay includes all the guaranteed earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.

1.7 A period of absence due to an injury sustained in the course of duty, without default of the individual, should be excluded from any calculation in respect of the period of entitlement to full or half sick pay.

- 1.8 An employee who is unable to work as a consequence of illness may be required to submit to an examination by a medical practitioner nominated by the Force subject to the provisions of the Access to Medical Reports Act, 1988. Any expenses incurred in connection with such an examination shall be met by the Force.
- 1.9 If an employee fails to observe the conditions of this Handbook or is considered to have prejudiced his or her recovery in some way, the payment of the allowance may be suspended.

2. Calculation of Sick Pay

- 2.1 The rate of allowance and the period for which it should be paid in respect of any absence due to illness shall be calculated by deducting from the employee's entitlement on the first day the aggregate of periods of paid absence during the twelve months preceding the first day of absence. Unpaid absence on sick leave should be disregarded. Service in a temporary capacity should be recognised.
- 2.2 Employees should declare to the Force their entitlement to benefits described in paragraphs 1.4 and 1.5 above and any subsequent alteration in such entitlement. If they do not, the Force should determine the benefit by reference to the maximum benefit obtainable. So far as widows and widowed mothers are concerned, regard should be paid in calculating the amount of sickness payment only to such part of the Statutory Sick Pay or National Insurance benefit received as is in excess of the amount received by the member of staff from the Department of Social Security in weeks of full normal employment.
- 2.3 Where an employee is receiving sickness pay, he or she should continue to receive such pay if a public holiday occurs during the sick leave. Where an employee has exhausted his or her period of entitlement to sickness pay, no payment should be made (other than SSP if applicable) in respect of a public holiday occurring during his or her period of sick leave.

3. Grant of Sick Pay to Victims of Crimes of Violence

- 3.1 Where an employee is absent from work because of an injury in respect of which a claim will lie to the Criminal Injuries Compensation Authority and the employee is otherwise qualified to receive sick pay, such sick pay should be provided without any requirement to refund any proportion of it from the sum which the Compensation Authority may award.
- 3.2 Where an award has been made by the Compensation Authority the whole part of the period of sick leave occasioned by the injury may be discounted from calculation of sick pay entitlement.

4. Claims from a Third Party

- 4.1 An employee who is absent as the result of an accident should not be paid an allowance if damages may be receivable from a third party. In this event a sum not exceeding the sickness allowance provided under this Handbook may be advanced, subject to the employee undertaking to refund the total amount of such allowances or the proportion thereof represented in the amount of damages received. Any period of absence in such a case where a refund of the monies advanced is made, should not be recorded for the purposes of this Handbook. Where, however, the refund is made in part only, the period of absence may be so recorded.

Section 5 – Maternity Provisions (*Separate Maternity Provisions on the Intranet*) – Provisions below are already included (*click here*)

Section 6 – Miscellaneous – Probation, Notice Periods, PDR, Training Needs, Equal Opportunities and Continuous Service

1. Probation Upon Appointment

The probationary processes for police staff are outlined in the Management of Probationers Procedures – Police Staff ([click here](#)).

2. Performance Development Review and Training Needs

All staff are required to complete a PDR annually in accordance with the Force's requirements. This process not only provides formal feedback on performance throughout the year but also informs the training needs process by identifying training and development in line with organisation needs and the achievement of corporate objectives. All training needs identified through the PDR process will be prioritised dependant upon organisational and departmental need.

3. Secondments

Secondments for development purposes should be identified via the PDR process.

4. Period of Notice

4.1 The period of notice required to terminate an employee's appointment should be determined locally and clearly defined in his or her contract.

4.2 The minimum periods of notice to be given by an employer are governed by the Employment Rights Act, 1996:

Continuous Service	Period of Notice
One month or more, but less than two years	Not less than one week
Two years or more, but less than twelve years	Not less than one week for each year of continuous service
Twelve years or more	Not less than twelve weeks

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

5. Equal Opportunities and Diversity

Staff should be made aware at appointment and via Induction that the Force is an Equal Opportunities Employer and attention is particularly drawn to the Equal Opportunities and Diversity Policies ([click here](#)).

6. Continuous Service

- 6.1 An employee's period of continuous service will be from the date of commencement of employment with a force.
- 6.2 For the purposes of entitlements regarding Annual Leave, the Occupational Sickness Scheme, Parental Leave, Adoption Leave and the Occupational Maternity Scheme, continuous service will include continuous previous employment with a police authority, Scottish Joint Board or NCS, NCIS, CENTREX (or predecessor), PSNI (or predecessor), and non Home Office forces, also the Metropolitan Police.
- 6.3 If an employee has left a police authority for maternity reasons within the previous eight years and has not been in permanent full time paid employment since, the above should also apply except for the calculation of annual leave entitlement. In the calculation of annual leave entitlement the eight year time limit should not apply, provided that no permanent full time paid employment has intervened.

7. Calculation of Redundancy Pay

- 7.1 Previous continuous employment with an organisation(s) covered by the Redundancy Payments (Local Government) (Modification) Orders will be included in calculating entitlement to redundancy pay.
- 7.2 The Force's Statement of Policy under the Local Government (Discretionary Payments) (Amendment) Regulations, 1999 ([click here](#)) specifies entitlements.

Section 7 – Travel and Subsistence

1. Allowances

- 1.1 Details of travel and subsistence allowances are contained within Section 26 of Standing Orders.

2. Casual Car User Allowance

- 2.1 A casual car user is an employee for whom it is merely desirable that they have a car that may be available when required. Line Managers should check that business use insurance is held. Where appropriate, heads of department may authorise payment of casual user allowance. Such sums shall be paid from departmental budgets.

Essential User

- 2.2 An essential user is an employee for whom it is deemed essential on appointment that he or she has a car at his / her or disposal whenever required. Requests for essential user allowance for staff should be considered as part of the PDR process and submitted as budget bids.
- 2.3 The payment of the lump sum to an essential user may be suspended where the car is "off the road" for repairs or the employee is absent through illness for a month or longer.

3. Insurance Cover

- 3.1 Employees who are required to use their cars for work should ensure they have appropriate business use insurance cover.
- 3.2 Details of all rates are published in Section 26 of Standing Orders.

4. Weekend Travel Costs for Police Staff Attending Residential Training Courses

- 4.1 Where a member of police staff is directed to attend a residential training course, he / she shall, where the organisation of the course permits him / her to return home at weekends, be reimbursed the cost of a return journey between the training centre and his / her home during each weekend of the course.

Out of Pocket Expenses for Attendance at Residential Training Courses

- 4.2 Please see Section 26, paragraph 3 of Standing Orders. Amounts should be claimed via Form A1 (Expenses Claim Form).
- 4.3 See also **Appendix 2, paragraph 3**, for travelling time (travel to and from training courses is deemed duty time).

Section 8 – Payments in the Event of Death or Permanent Disablement Arising from Assault

1. General

- 1.1 Payments shall be made in accordance with paragraph 1.2 below to any employee or, in the event of death, jointly to the dependants of that employee, in the event of death or permanent disablement of the employee arising from a violent or criminal assault suffered in the course, or as a consequence, of his or her employment.
- 1.2 The amounts payable are as follows:
- (a) In the event of death within twelve months from the date of the assault and, in the opinion of the Force, by reason thereof, where the employee has one or more dependants, the equivalent of five year's gross remuneration at the rate applying at the date of the assault or £35,000, whichever is the greater. Where the employee has left no dependants' the sum of £950 shall be payable.
 - (b) In the event of permanent total or partial disablement as a result of the assault the percentage specified in the scale set out in paragraph 2.3 below of five times gross remuneration applying at the date of the assault or of £35,000, whichever is the greater; provided that such payments shall, at the discretion of the Force, be reduced by the amount of any damages or compensation recoverable in respect of the particular injuries.
- 1.3 This agreement is not intended to prevent payment of amounts exceeding those specified if it is considered reasonable to do so.

2. Scale of Compensation

- 2.1 Death, total and irrecoverable loss of all sight in one or both eyes, total loss by physical severance or complete loss of use of one or both hands or feet at or above wrist or ankle, occurring within twelve months from the date of the assault: 100%.
- 2.2 Permanent total and absolute disablement (other than as stated at paragraph 2.1) from engaging in or giving attention to a profession or occupation of any kind: 100%.
- 2.3 Permanent partial disablement (not otherwise provided for above). The percentage of the capital sum set against the degree of disablement in the following table:
- | | |
|--|-----|
| (a) Total loss of hearing in both ears | 40% |
| (b) Total loss of hearing in one ear | 10% |
| (c) Complete loss of use of hip or knee or ankle | 20% |
| (d) Removal of the lower jaw by surgical operation | 30% |

(e)	Fractured leg or foot with established non-union		25%
(f)	Fractured knee-cap with established non-union		20%
(g)	Shortening of a leg by at least three centimetres		15%
(h)	Loss by amputation or complete loss of:		
		Right	Left
		(to be reversed if employee is left-handed)	
(i)	One thumb	20%	17.5%
(ii)	One index finger	15%	12.5%
(iii)	Any other finger	10%	7.5%
(iv)	One big toe	10%	10%
(v)	Any other toe	3%	3%
(i)	Complete loss of use of shoulder or elbow	25%	20%
(j)	Complete loss of use of wrist	20%	15%

Section 9 – Relocation and Removal Expenses and Additional Travelling

1. Relocation Expenses – Initial Appointment to the Force

- 1.1 Subject to the prior approval of the Head of HR, entitlement to relocation expenses will be identified in the advertisement for the post and confirmed via the letter of appointment.
- 1.2 Subject to prior agreement, relocation expenses reasonably incurred shall be reimbursed to police staff who, on appointment, reside more than 30 miles (by the shortest usual route) from the post location, and move to within 30 miles of their administrative centre, subject to the following criteria:
- 1.3 The rate of relocation expenses paid will be based on the residential status of the employee at the date of application for a post with the Force. Each case will be looked at on its merits.
- 1.4 The employee to whom the relocation expenses are to be paid will be expected to claim all relevant relocation expenses within two years of appointment, unless good reason is shown why it is not possible, and agreement given by the Force to extend the period of the claim.
- 1.5 Employees will be asked to confirm before payment of relocation expenses that no other expenses have been claimed from any other organisation or individual with regard to their move of home.
- 1.6 The expenses to be reimbursed may include any relevant expenses supported by receipts and will be subject to limits reviewed annually by the Director of Finance and Resources.
- 1.7 **The limits will be:**
 - 1.7.1 Where a sale and purchase of the employee's residence is necessary, the following amounts: £5,000
 - 1.7.2 Where either a sale or purchase only of the residence is necessary: £3,000
 - 1.7.3 Where no sale or purchase of a residence is necessary, then settling in expenses to a maximum of: £1,200
 - 1.7.4 Where temporary travelling arrangements are approved, the Force mileage rate operating at the time will be payable for journeys in excess of 30 miles (one way) between home and post location.
 - 1.7.5 Reasonable removal expenses in addition, subject to the amount stated in the lowest of three tenders to be obtained by the employee, where the move is from outside the Force area to the Force area. Where it is within the Force area, the move will be arranged by the Force.

- 1.7.6 The new member of staff will be allowed up to six weeks accommodation in Force Headquarters if they require it subject to availability. The cost will be deducted from the limits at 1 – 3 above. Spouses / Partners / Adult dependants will be allowed to share the accommodation if suitable accommodation is available at the time of the request. The accommodation is not however, suitable for children under 18 years.
- 1.7.7 Details of non-taxable items (as in paragraph 9.6), which may be claimed are made at **Appendix 3**.
- 1.7.8 The limits will be reviewed annually in line with pay award on 1st September each year.
- 1.7.9 Should the employee leave the employ of the Authority for any reason, whether voluntary or otherwise, prior to the expiry of two years following payment of the relocation expenses, he / she shall be required to repay the whole or a portion of the expenses paid. Repayment will be due at the level of 1/24th of the total expenses paid to the employee for each full calendar month remaining of the two year period referred to above.

Section 10 – Redeployment Procedures

1. Introduction

The process of redeployment is the mechanism by which the Force will attempt to redeploy staff, who are unable to continue employment in their existing post but are able to be considered for suitable alternative employment. This process will ensure the fair, reasonable and consistent treatment of all staff for whom alternative employment is being sought.

2. Redeployment must be seen as a last resort. The three valid reasons for redeployment are:

2.1 Due to the **disability of a member of staff**, i.e. where reasonable adjustment cannot be made within the existing role and an alternative role needs to be considered. This will be with the agreement of the individual member of staff and the Head of Department and following prior consultation with the HR Manager and Occupational Health Unit.

2.2 **A possible outcome of the application of the Capability or Discipline Procedures** (*see paragraph 6 for further information*)

See HR Policies ([click here](#)).

2.3 **Redundancy**

See HR Policies ([click here](#)).

3. Redeployment and Grade – Disability and Redundancy

Redeployment will normally be considered for posts of the same or lower grade to the member of staff. It is recognised that individuals may need to consider lower paid posts. Staff will not be offered posts where the reduction in pay would, at the time of redeployment, be more than 8 spinal column points from their current pay point. Where the new salary grade is lower than an individual's current salary, their salary will be frozen for a period of 4 years from the date of implementation of the redeployment. They will then transfer to the new scale. Shift allowances and enhanced payments for weekend working are not protected. In the case of disabled staff the Force will make such adjustments to the redeployment procedure as are reasonable in the particular circumstances.

4. If staff are redeployed to part time posts, protection will be pro rata, i.e. for the same time period but at the part time rate.

5. Termination of Employment

If no suitable post is available within a reasonable period of the proposed redundancy or decision to redeploy for disability reasons, consideration will need to be given to the termination of employment on the grounds of capability or redundancy or some other substantial reason. Whilst notice of termination of employment will be given the Force will continue to try and secure a suitable redeployment opportunity for the individual throughout their period of notice until their termination date.

6. Capability / Disciplinary Action

With regard to capability or disciplinary action, the terms of the redeployment will be outlined to the individual as part of the processes.

7. Process of Seeking Redeployment

The process described below commences at the point where, for whatever reason, it has been identified alternative employment (redeployment) will be sought for an employee.

7.1 Inclusion on Redeployment Register

- 7.1.1 HR Manager advised by the Line Manager of an employee to be redeployed in line with 10.2 above.
- 7.1.2 HR Manager completes with the individual a Curriculum Vitae (CV) of the individual's skills and abilities to assist redeployment.
- 7.1.3 Line Manager reviews the Curriculum Vitae (CV) ensuring it is an accurate and full representation of the employee's skills and abilities, endorses it accordingly and forwards copies to HR Manager who copies and refers to the Head of Recruitment, Selection and Development.

7.2 Search for Alternative Employment – Force's Involvement / Commitment

- 7.2.1 Details of all employees on the redeployment register, including the completed Curriculum Vitae (CV), will be forwarded to Head of Recruitment Selection and Development.
- 7.2.2 The Head of Recruitment and Selection will evaluate whether there are any existing or potential vacancy within the Force possibly suitable for any employee on the redeployment register with a reasonable level of training. This evaluation will be based on consideration of the information included on the employee's Curriculum Vitae (CV) against the competency profile for the post. This evaluation will normally occur before the post is advertised.
- 7.2.3 Where the Head of Recruitment and Selection identifies a potentially suitable vacancy, they will notify the employee via the Human Resources Manager and Line Manager. A record will be kept of the number of suitable vacancies notified to the employee. The Force however reserves the right to withdraw a vacancy from advertisement on a temporary or permanent basis should an individual be identified as in need of redeployment after the post has been advertised.

7.3 **Search for Alternative Employment – Employee’s Involvement / Commitment**

- 7.3.1 The employee must take responsibility for considering the vacancies supplied to them. Where they consider themselves potentially suitable for a post whether or not on the list provided by the Head of Recruitment, Selection and Development or as a result of their own investigations they should inform their Line Manager, HR Manager and Head of Recruitment Selection and Development immediately.
- 7.3.2 The Line Manager will then inform the Head of Recruitment and Selection of the employee’s interest in a position.

7.4 **Consideration of Employee’s Suitability**

- 7.4.1 The Head of Recruitment and Selection will contact the employing department of the vacancy via the HR Manager and arrange for the employee’s suitability to be considered, initially based on their Curriculum Vitae (CV).
- 7.4.2 The employing department will arrange an appointment with the employee to discuss their potential suitability for the role. In the event that two or more individuals on the same scale are interested in the same redeployment position, the Force will determine a suitable process of selection as is considered to be appropriate in the particular circumstances of the case.
- 7.4.3 The employing department will consider whether a reasonable amount of training will allow the employee to satisfactorily undertake the duties of the post in question.
- 7.4.4 Where the employee may be suitable, they will be offered the position on a trial basis. A trial period will be for a period of four weeks to three months depending upon the post in question and will be agreed in advance, after which time suitability will be reassessed in light of any training and support provided.
- 7.4.5 If the individual is considered suitable after the trial period and wishes to be appointed this will occur. Any implications with regard to pay will be clarified as per paragraph 10.4. If individuals consider themselves unsuitable they will be placed back on the redeployment register. If they reject in the Force’s view a suitable offer, the Force reserves its right not to make a redundancy payment (if applicable).
- 7.4.6 If, following interview the employing department determines the employee is not suitable for the position the reasoning for the decision must be detailed in writing to the Head of Recruitment Selection and Development.
- 7.4.7 If an employee considers themselves unsuitable for a post identified as potentially suitable the Head of Recruitment Selection and Development will require the reasons for this decision to be detailed by the employee in writing.

Although every effort will be made to look for possible redeployment, no guarantee can be given that a suitable post will be found and there is no obligation on the Force to create a suitable post.

8. Expenses, Reorganisation or Redeployment

- 8.1 The following expenses can be claimed by a member of police staff who is obliged, due to reorganisation or redeployment, to move their home, subject to the following conditions:
- 8.1.1 The reorganization must involve a change in administrative centre, which will mean the member of police staff claiming travelling of at least 30 miles one way per day.
 - 8.1.2 Expenses will be paid on a like for like basis, i.e., a move from rented accommodation to rented accommodation, or owned accommodation to owned accommodation.
 - 8.1.3 The move must be to within 30 miles of the new administrative centre.
 - 8.1.4 The overall limit on expenditure is £8,000 and will be revised subject to any changes in the Inland Revenue thresholds for Income Tax.
 - 8.1.5 The limits will be: as per Section 9, paragraph 1.7.
 - 8.1.6 To be able to take advantage of the Inland Revenue £8,000 tax free the employee should complete the relocation in the year of assessment following the one in which he / she commences or relocates if they are a current employee. If they do not want to relocate, any travel and subsistence payments, which have already been made tax-free under the relocation rules, will be subject to tax and National Insurance contributions.
 - 8.1.7 In the case of staff whose administrative centre changes but the change is less than 30 miles, they may be entitled to claim excess travel costs, i.e., home to new administrative centre, minus home to old administrative centre, for a maximum of four years. The move must not be voluntary i.e. on application by the individual but mandatory i.e. imposed by management such as a restructuring or reorganisation.

Appendix 3 gives details of what may be claimed free of Income Tax.

As with the relocation expenses scheme actual removals will be arranged by the Force via the Housing Officer.

The cost of this will be included in the overall ceiling of £8,000.

- 8.2 The payment period may be extended if the Force decides that there are exceptional circumstances warranting payments for a longer period. Similarly, where the Force determines a further change in work location before the end of agreed protected period of the original move, the allowance may be reviewed and, where appropriate, adjusted in the light of any change in additional travelling expenditure.

- 8.3 Similarly, where the employee voluntarily moves home before the end of the agreed protected period to a location nearer to the new place of work, the allowance will be reviewed, and, where appropriate, adjusted. The principle to be followed is that employees should be reimbursed for additional travelling expenditure actually incurred.
- 8.4 Problems arising from significantly different journey times to the new place of work, as compared to the old place of work, will be considered sympathetically, wherever possible through flexibility of working practices.

Section 11 – Personal Use of E-Mail, Monitoring of Communications, Use of Telephones, Membership of Unacceptable Organisations, Vetting

Personal Use of E-Mail, Monitoring of Communications and use of Telephones

1. Staff should be aware that the use of the Internet and E-Mail facilities are for business use only. The use of these facilities for personal use is strictly forbidden.
2. Improper statements within e-mails may give rise to personal or Force liability and may lead to disciplinary action, particularly if they breach the standards of acceptable behaviour outlined in our Equal Opportunities Policy ([click here](#)).
3. The contents of e-mails should be subject to the same data protection / confidentiality rules as other documents. For further information see the Intranet and E-Mail Security Policy.
4. All users should be aware that the use of the e-mail and internet facilities are routinely monitored by the Information Security Officer and that any inappropriate content will be automatically deleted by the Mail and Web Marshal Software.
5. There should not and cannot be any expectation of privacy. The use of inappropriate material such as movie clips and chain letters not only puts a strain on the network causing operational difficulties, but may also lead to internal investigations and subsequent discipline proceedings. It is stressed that staff may receive inappropriate e-mails through no fault of their own. On such occasions there is an onus on the individual to immediately delete such material from all systems.
6. The Force Policy on private use of telephones is covered in Section 44 of Standing Orders.

Membership of Unacceptable Organisations

7. The police service is committed to full compliance with the duty to promote race equality established in the Race Relations (Amendment) Act, 2000.
8. Any organisation that encourages discrimination against any person by virtue of their race, creed, colour or religion clearly contradicts with the general duty to promote race equality and it is unacceptable to the service for any member of police staff to be an active member of such an organisation.
9. Such activity may lead to an investigation as to whether any discipline offence has been committed.
10. For the purposes of this policy, unacceptable organisations include: the British National Party, Combat 18 and the National Front. Active membership could involve activities such as: the participation in leaflet drops, meetings, fund raising, and speaking on behalf of or writing articles for the said organisation. These activities remain unacceptable, regardless of whether or not an individual is a formal member of the stated organisations. This list of activities is not exhaustive.

Vetting

11. The attention of all police staff is drawn to the provisions of the Vetting Policy, which apply to police staff ([click here](#)). In particular, attention is drawn to those parts of the policy, which refer to the duty of police staff to notify the Force of any changes in circumstance, which may impact on their vetting status.

Section 12 – Casual Staff

1. Casual Staff

The times of meal breaks should be recorded and not claimed as working time.

2. Where casual staff are called out a minimum call out payment of 3 hours at basic rate will be made, inclusive of travelling time, commencing with the time of leaving home and ending with the time of return to home. For more detailed call out provisions, please refer to individual contracts of employment.

3. Where casual staff are called out, travelling time is claimable but should be shown separate to duty time on claims.

4. Where casual staff are called out subsistence expenses will be paid after four hours of duty, and two meals after 8 hours, etc., subject to proof of expenditure and meals actually being purchased. A receipt will be required as per Section 1, paragraphs 1.1 and 1.2.

5. Annual Leave for Casual Staff

A record of hours worked (not travelling time) should be kept and pro rata leave entitlement calculated monthly. Staff can apply for leave during the year in the normal way, at the end of the leave year and paid in arrears or at the termination of employment. , i.e. via timesheets. Public holidays should also be granted on a pro rata basis and calculated twice a year by the HR Manager.

6. Rest Breaks

An unpaid rest break of 30 minutes must be taken if the member of staff is required to work continuously for six hours or more. The break should be taken during the six hour period and not at the beginning or end of it unless the period was unknown to the supervising officer at the beginning of the working period..

7. Working Time

Casual workers are not advised to work more than a total of 48 hours per week in this or other employment they may have. Should they wish to do so they may sign an 'opt out' agreement available from HR Managers. They are advised that they should not compromise the health and safety of themselves or their colleagues by working excessive hours.

Section 13 – Recall to Duty from Leave / Maternity Leave / Staff Who Do Not Receive Call Out Allowance

1. Staff should not be recalled to duty from leave unless there are exceptional circumstances, i.e. witness at court or urgent operational reason. The decision to recall should be taken by a senior manager.
 - 1.1 **Normal Working Day**
 - (i) The employee will be granted one day's leave in lieu of each day (or part of a day) actually spent in performing duty, plus a further day's leave in compensation for the disruption to annual leave.
 - (ii) Hours worked in excess of a normal working day will be compensated by way of time off or payment at the rate set out in the appropriate national agreement. Time spent in travelling, subject to a maximum of half an hour each way, shall be regarded as duty time.
 - (iii) If the day is unpaid leave, time will be on full pay.
2. Where the employee concerned has to travel from a holiday place, which is a place other than his normal home, then such time taken in travelling, will be regarded as duty time.
3. The following allowances may also be paid:
 - 3.1 Necessary travelling expenses incurred in attending Court or other duty as the case may be, and returning to the holiday place (actual public transport fare if own car used).
 - 3.2 Any refreshment or subsistence allowances to which the employee may become entitled by reason of his/her recall to duty.
 - 3.3 Expenditure over and above the allowances in Section 7, which in the opinion of the Chief Constable has been necessarily incurred.
 - 3.4 Any charges made at the holiday place for accommodation or food in respect of periods which the employee was absent from that place, provided he/she show he/she has taken all possible steps to avoid expenditure.

Section 14 – Dress Code

1. Dyfed-Powys Police expect that all staff members will present an appropriate standard of dress when engaged in their professional duties.

In situations where a member of staff attends court or represents the Force, they should either wear police staff uniform (if entitled) or be smartly dressed.

Line Managers will determine the appropriate standards of dress for their staff. They should take into account:

- The role of the member of staff;
- Working conditions / health and safety considerations;
- Religious or cultural needs.

2. **Front Line – Police Staff**

Corporate wear is issued free to all permanent front line police staff. *Account will be taken of cultural needs in determining what is issued.

3. Half Initial Issue is given to part time staff.
4. It should also be noted that:
 - a) Work wear will be supplied, where this has been deemed appropriate in accordance with the post.
 - b) Once issued, police staff will be expected to wear the clothing provided during working hours and maintain it in a clean and presentable condition.
 - c) Once issued the clothing is still the property of Dyfed-Powys Police and should not be lent, altered (apart from ensuring a correct fitting), resold or otherwise disposed of and should be returned on termination of employment.
 - d) Replacement will be on condemnation, the decision to replace will be the Line Manager's.

* That is apart from those staff in post before 1st June, 1996 who have requested not to be issued with corporate wear. If they subsequently request and are issued with corporate wear the conditions below will apply.

5. **Cleaning Tokens**

Four cleaning tokens per year will be issued to ensure that the corporate wear is maintained. Please ensure that instructions given regarding cleaning and ironing are followed.

6. **Replacement**

If any damage or loss is caused to clothing the facts should be reported to the Supplies Section at Headquarters via Divisional Commanders / Heads of Department. Each case will be considered on its merits in determining whether an individual should contribute to the cost of a replacement item.

Circumstances where corporate wear may not be worn:

- **Maternity**

Female police staff who are pregnant will not be expected to wear the corporate wear provided.

- **Other Circumstances**

Where an instruction is given to the contrary (this is sometimes the case with regard to training courses).

Where the particular medical condition of an individual would make compliance difficult, to be determined in the discretion of the Force.

Where working conditions on requirements justify, i.e. dirty or difficult working conditions.

Trade Union Facilities Agreement between the Dyfed-Powys Police (Employer) and the Dyfed-Powys Police Branch of UNISON

1. The employer will provide facilities on its premises for branch representatives to discuss trade union membership.
2. The employer will provide reasonable access to suitable accommodation on the premises to enable branch officials for interviewing members and storing documents and other equipment.
3. The employer will provide reasonable access to suitable accommodation on the premises to enable branch officials (i.e. the full time union officer) to consult with, and report to, groups of members; to hold meetings of representatives and to hold branch, general and executive committee meetings.
4. The employer will provide notice boards and the free use of reasonable post, telephone, typing and duplicating facilities by branch officials.
5. The employer will allow reasonable time-off during working hours, with pay, for staff representatives to perform their union duties, which relate to the workplace.
6. The employer will allow reasonable time-off during working hours, with pay, for staff representatives to attend union conferences, national and district meetings and national, provincial and local negotiating bodies.
7. The employer will grant reasonable time off during working hours with pay for a reasonable number of staff representatives at any one time to attend industrial relations training courses approved by the TUC or the recognised trade union which are relevant to the industrial relations duties of the officials concerned, such as:
 - 7.1 collective bargaining with the appropriate level of management;
 - 7.2 informing constituents about negotiations or consultations with management;
 - 7.3 meetings with other lay officials or with full-time union officers on matters which are concerned with industrial relations between his or her employer and any associated employer and their employees;
 - 7.4 interviews with an on behalf of constituents on grievance and discipline matters concerning them and their employer;
 - 7.5 appearing on behalf of constituents before an outside official body, such as an industrial tribunal, which is dealing with an industrial relations matter concerning the employer; and
 - 7.6 explanations to new employees whom he or she will represent of the role of the union in the workplace industrial relations structure.

8. The employer will permit the holding of a reasonable number of branch executive meetings during working hours and also the election of officials.
9. The employer will grant employees who are members of the union reasonable time off during working hours to:
 - 9.1 consult with officials.
 - 9.2 attend meetings of an urgent nature or where to do so would not adversely affect the service, provided the union seeks to agree the arrangements with the Chief Constable as far in advance as is practicable.
10. The union to inform the employer, in writing, as soon as possible after officials are appointed or have resigned.
11. Members of the union would not have the right to time off from work for activities "which themselves consist of industrial action whether or not in contemplation or furtherance of a trade dispute", but when an official is not taking part in industrial action but is representing members involved in it the normal arrangements for time off for the official will apply provided the industrial action is lawful.
12. Applications for time off should be made to the Chief Constable as far in advance as possible, and should indicate the nature of the business, the location and expected period of absence.
13. Where it is necessary for the union to hold meetings of members during working hours it should agree the arrangements with the Chief Constable as far in advance as practicable.
14. When a number of members need time off at any one time, the union agrees that sufficient member will remain at work to ensure that operational efficiency is not impaired.

Removal Expenses Scheme – Inland Revenue Rules

Removals, Expenses and Benefits

Removal expenses borne or removal benefits provided by the Force may be exempt from tax and NICs. The exemption is due to employees who change residence as a result of starting a new job or as a result of a transfer within an employer's organisation.

Under the rules there is relief which exempts from tax the first £8,000 of removal expenses and benefits which qualify for the exemption. To qualify, removal expenses and benefits must fall within specific categories of expenses and benefits (see below), and the change of residence must satisfy a number of conditions.

The most important condition is that the employee must **change** his or her only or main residence as a result of:

- Starting a new employment;
- A change of the duties of the employment; or
- Changing the place where the duties are usually performed.

It is not necessary for the employee to dispose of the old residence in order to qualify for relief. But there must be a change of his or her main residence. If a relocation is cancelled so that the employee does not in fact change the main residence, any expenses reimbursed or benefits provided in connection with the cancelled relocation will be taxable.

The new residence must be within reasonable daily travelling distance of the new normal place of work.

The old residence must **not** be within reasonable daily travelling distance of the new normal place of work.

In order to qualify for relief the removal expenses must normally be incurred or the benefits provided before the end of the year of assessment following the one in which the employee starts the new job. It does not matter when the employee moved to the new home.

Expenses and benefits which qualify for exemption can be grouped into six categories:

- Disposal or intended disposal of old residence;
- Acquisition or intended acquisition of new residence;
- Transporting belongings;
- Travelling and subsistence;
- Domestic goods for the new residence;
- Bridging loans.

More details of these categories of exempt expenses and benefits can be found below.

Where the employee uses the services of a relocation management company the administration fees charged by the company are part of the costs to the employer of providing benefits for the employee. To the extent that the benefits provided are qualifying removal benefits, the administration fee also qualifies for relief.

1. Removal Expenses and benefits which Qualify for Exemption

Expenses and benefits which qualify for exemption can be grouped into six categories:

- disposal or intended disposal of old residence
- acquisition or intended acquisition of new residence
- transporting belongings
- travelling and subsistence
- domestic goods for the new residence
- bridging loans

2. Disposal Expenses and Benefits

The property must be owned by, or a tenancy or other interest held by:

- the employee
- the employee and one or more members of his or her family or household, or
- one or more members of the employee's family or household

2.1 The property, or the interest in it, must be disposed of, or be intended to be disposed of, in consequence of a change of residence to which the removals relief applies.

2.2 Disposal also includes intended disposal. The expenses of a sale that falls through will still be expenses which qualify provided that the employee does still change his or her residence.

2.3 The specific expenses and benefits covered are:

- Legal fees or services connected with the disposal
- Legal fees or services connected with the redemption of a loan relating to the property. A loan relates to a property if it was raised to acquire the property, or if it was secured on the property
- Penalties for redeeming a loan relating to the property
- Estate Agent's or auctioneer's fees or services
- Advertising
- Disconnection of electricity, gas, water or phone services

- If the property is left empty awaiting disposal
 - ◊ any rent paid for the period when the property is empty
 - ◊ insurance for the period
 - ◊ maintenance of the property during the period
 - ◊ preserving the security of the property during the period

The Council Tax for the period is not allowable.

3. Acquisition Expenses and Benefits

Acquisition covers both the purchase of a new residence and the acquisition of a tenancy or other interest.

3.1 The property must be acquired by, or the tenancy or other interest held by:

- the employee, or
- the employee and one or more members of the employee's family or household, or
- one or more members of the employee's family or household.

3.2 Relief is also available where an intended acquisition does not take place, either for reasons outside the control of the person acquiring the interest, or because that person reasonably decides not to go ahead.

3.3 The specific expenses and benefits covered are:

- legal expenses and services connected with the acquisition
- legal expenses and services connected with any loan raised to acquire (the interest in) the property
- procurement or arrangement fees connected with such a loan
- mortgage indemnity premiums
- survey or inspection of the property
- Land Registry fees in England and Wales
- fees payable to the Keeper of the Registers of Scotland
- fees payable to the Land Registry in Northern Ireland or to the Registry of Deeds for Northern Ireland
- Stamp Duty
- connection of electricity, gas, water and phone services.

4. Transport of Belongings

NB This covers the physical removal of domestic belongings from the old residence to the new, and the costs of insuring them in transit.

4.1 Removal includes:

- packing and unpacking
- temporary storage if a direct move from the old residence to the new is not made
- taking down domestic fittings in the old residence if they are to be taken to the new residence, and re-attaching them on arrival there.

The domestic belongings covered are those of the employee and members of the employee's family or household.

5. Travel and Subsistence

The **employee** can have eligible travel and subsistence for:

- preliminary visits to the new location
- travelling between the old home and the new work location
- travelling between the new home and the old work location (where the house move takes place before the job transfer).
- temporary living accommodation
- travelling between the old home and the temporary living accommodation
- travelling between the new home and the temporary living accommodation (where the house move takes place before the job transfer)
- travelling from the old home to the new home when the move takes place

5.1 Members of the employee's **family or household** can have eligible travel and subsistence for:

- preliminary visits to the new location
- travelling from the old home to the new home when the move takes place.

5.2 Where a child stays behind at the old location or is sent ahead to the new location in order to ensure continuity of education relief may be available for the child's costs of travel and subsistence. The conditions are that:

- the child must be a member of the employee's family or household, and
- must be under 19 at the beginning of the year of assessment in which the job move takes place.

- 5.3 Relief is available for the cost of subsistence in the area where the child stays, and for the costs of travel between that area and the employee's old or new home.
- 5.4 The relief for temporary living accommodation (see paragraph 5 above) applies where the employee intends to move to permanent accommodation to complete the relocation. So for an employee who lives in a hotel until the old home is sold and a new home purchased, or who moves into a rented house at the new location for the same reason, the hotel and the rented property represent temporary living accommodation.

6. Domestic Goods for the New Residence

Relief under this heading is available where:

- the employee, or
- the employee and one or more members of the employee's family or household, or
- one or more members of the employee's family or household disposes of an interest in the old home **and** acquires an interest in the new home.

The relief applies where domestic goods intended to replace items used at the old home, which are not suitable for use in the new home are purchased or provided by the employer.

7. Bridging Loans

Relief is available where:

- bridging loan interest is reimbursed to the employee, or
- the employer 'makes' a cheap or interest-free loan to the employee which meets the conditions below:

7.1 The general conditions are that:

- the employee, or
- the employee and one or more members of the employee's family or household, or
- one or more members of the employee's family or household:
 - (a) Disposes of an interest in the old home and acquires an interest in the new home;
 - (b) Has to take out a loan to bridge the gap between the date when the interest in the new property is acquired and the date when the sale proceeds of the old property are available;
 - (c) Uses the loan only to redeem loans relating to the old home or to acquire the new home – a loan relates to the old home if it was raised to acquire the property, or if it was secured on the property; and

(d) The loan does not exceed the market value of the old home at the time the new home is acquired.

7.2 Where the bridging loan is not provided or facilitated by the employer and the conditions at (a), (b), (c) and (d) above are satisfied, the interest on the loan is an expense which qualifies for exemption. If either or both of the conditions at (c) and (d) are not met the eligible interest is restricted to the amount that would be payable if the loan met both conditions.

7.3 Where the employer makes a loan to the employee or to a member of the employee's family or household, and conditions (a) to (d) above are met, relief may be available if the total of all other qualifying expenses and benefits is less than £8,000.

Relief is calculated using the formula -

$$\frac{\mathbf{A}}{\mathbf{B} \times \mathbf{C}} \times 365$$

Where:

A is the difference between the total of all other qualifying expenses and benefits and £8,000;

B is the maximum amount of the loan outstanding between the date the loan is made and the date when the time limit expires; and

C is the official rate of interest in force at the time when the loan is actually made.

The result is rounded up to the nearest whole number. The answer is treated as a number of days. The charge to tax under Section 173 ITEPA 2003 is calculated on the basis that the loan was made that many days later than it was actually made.

If the loan is repaid before the end of number of days calculated by using the formula there is no charge to tax under Section 173.