

# Frequently Asked Duties Related

# Regulation Queries

## Commencement of Service

*When I joined the force, I started on pay point 0, rather than pay point 1 which Specials start on I believe. Once I passed my 10-week tutorship I went up to pay point 1 and joined the rest of the people on my cohort.*

*They got there first pay rise to pay point 2 at their 1-year anniversary of joining and I got mine a couple of months later after my anniversary of being IP for 1 year.*

Police Regulation 24, Annex F sets out the constables’ pay scales and the provisions for incremental progression:

Paragraph (a) provides that pay point 0 is the entry point for a member appointed in the rank of constable unless either of sub-paragraph (I) or (ii) applies:

(I)                  The chief officer of police may, after consultation with the local policing body, assign any member to pay point 1 on the basis of local recruitment needs or the possession of a policing qualification or relevant experience other than those specified in sub-paragraph (ii) of this note; and

(ii)                The chief officer of police shall assign to pay point 1 any member who:

(1)    Possesses a Policing Qualification as defined by the chief officer after consultation with the local policing body;

(2)    Was, prior to appointment, serving as a Special Constable who has been assessed and has achieved “Safe and Lawful” attainment to National Standards, or the equivalent as specified by the chief officer;

(3)    Was, prior to appointment, serving as a Police Community Support Officer who has been signed off as competent to perform independent patrol and who has served a minimum of 18 months in the role.

Regulation 24, Annex F, paragraph (c) states that on completion of initial training, a member who entered at pay point 0 will move to pay point 1.

And finally, paragraph (d) states that all members will move to pay point 2 after 12 months at pay point 1, and progression will continue to be at a rate of one pay point per 12 months of service thereafter.

It comes down to the yearly increment dependant on 12 months service at each pay point as opposed to any other anniversary or start date.  So hence, the second option you provided yourself is correct.

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## Long Term Sickness on a BH

*During a period of extended sickness, I was on certified sick leave (mental health issues) on 27th August 2018. This was a bank holiday.*

*I was not scheduled to work this. As I was on sick leave – Can I claim this bank holiday back? My supervisor said I could not.*

They wouldn’t be able to claim a PH as nobody ‘receives’ a PH. The PH is something that sits over either a RD or a Normal Working Day on a date determined by history and Officers receive the compensation that comes from a PH, which is either payment, RDIL or both.

Nobody has a right to work this day as it is considered overtime.

It is much like if an officer offers to work overtime on NTE for example, then when that week is upon us goes sick we wouldn’t still be expected to pay them in any form, as it is time worked over and above their rostered duties at a compensated pay rate that they did not complete.

The only compensation if you do not work a PH that sits over a RD is a RDIL, and you don’t receive rest days back when you are sick.

## Inspectors Flexi Working

*Can an Inspector accrue TOIL?*

Once on an Inspector flexi pattern,  you would have the same opportunity as all the other Inspector who manage their flexi, as Inspector flexi is not an entitlement or in fact something that the force needs to record anywhere and it is down to each individual Inspector to manage their working hours.

Extract from the Regulations.

As you are classed as salaried officers you are not entitled to overtime allowances. You are however entitled to manage your working hours. However, as you are “salaried” you are not entitled to accumulate time off in lieu.

## General application of Leave restrictions.

*What do we as a Federation consider when requests are made to restrict leave?*

Each instance will need to be looked at individually. However our requests / considerations in such instances therefore would be the following –

* Restrictions on further leave is preferable to cancellation of officer rest days.
* Any restrictions imposed should be directed at only the departments that may be utilised.  (eg.  If you weren’t planning on using NPT officers then don’t restrict for them)
* Any restriction be lifted as soon as possible if situation or circumstances changes.
* That individual circumstances for officers have opportunity to be considered (normally a named Supt for contact if they wish to raise an issue that requires that time off)
* Impact to front line response to be minimalised to reduce impact on the live provision of service to the public and to retain resilience for other significant incidents on the day and so a creativity in utilising resourcing options.

## Exigency of Duty

*What is an exigency of duty and how is it applied?*

Exigency of duty has been the subject of legal advice by the Federation. Ultimately we do not have much argument on this issue and a Judge is not likely to rule against a Force trying to manage Operational business. Key areas include –

*“7. The PNB Agreement (PNB circular 86/9) does not expressly exclude foreseen circumstances. It states that the word “pressing” relates to “the expected situation at the time when the duty is to be performed rather than the time when the duty roster is changed i.e. the reasons for a change may be known many months in advance and still be pressing.*

*8.    The Federation is advised that it would be difficult to argue that only unforeseen circumstances may constitute exigencies of duty. Accordingly, foreseen circumstances are capable of falling within the definition.*

*14. While in the absence of a case on the point, there is scope for argument as to the correct interpretation of the expression, the Federation is advised that a court may interpret the phrase as meaning simply “need” rather than “pressing need” particularly as interpreting the phrase as “pressing need” would be likely to restrict the operational management of police forces, which the courts are reluctant to do.”*

## Mileage Claims

*What can I claim in terms of mileage and travel to work?*

In essence, if it’s a normal working day into a normal working day then it is classed as a recall to duty for which mileage is paid (basically because you are having to travel to work unnecessarily having already done so) which is shown below.

**Relevant travelling expenses**

Members may be reimbursed relevant travelling expenses if required to perform the normal daily period of duty in more than one tour of duty, or if recalled to duty between two tours of duty. Expenses shall be reimbursed to the extent that they do not exceed such reasonable limit as the chief officer may fix.

However………… if you are RD then it is not payable generically (and legal advice certainly is not favourable to you) and it is up to local Chiefs.  Apparently this was raised previously under Emopps and it is now considered across the region that the on call payment and additional pay (rest day working rate) is appropriate recompense.

There are apparently some HMRC issues as well if payment is made.  In essence this is inconsistent Nationally

## Claims for payment on a RD within an AL period.

I have had a RD I/L cancelled whilst within a period of AL.. what is the compensation for this?

Compensation for duty on rostered rest days and free days within a period of annual leave

PNB Circular 2014/8 details a Police Negotiating Board (PNB) agreement which provides that where an officer, including a member of the inspecting ranks, is required to work on a rest day or a free day within a period of annual leave, that day shall be compensated as if it were a day of annual leave or a day taken off in lieu of overtime.

In these circumstances a period of annual leave is defined as a period of absence from duty of five days or more where at least one of those days is a day of annual leave and the other days are rostered rest days, days taken in lieu of overtime, public holidays or free days (or days taken in lieu thereof).

Working on a day of annual leave or a day in lieu of overtime

The following scale of compensation applies where an officer is recalled to duty from a period of absence from duty of three or more days (of which at least one day is annual leave). It also applies to the cancellation of pre-booked, scheduled annual leave where the same criteria are met i.e. absence from duty of three or more days of which at least one day is annual leave:

1 or 2 days of annual leave – they are entitled to compensation of either 2 days’ annual leave (or 1 day’s annual leave plus 1 day’s pay at double time) for each day of annual leave

3 days or more of annual leave – either 1.5 days (or 1 day’s annual leave plus 0.5 day’s pay at double time) from day 3 onwards

Thereafter 1.5 days (or 1 day’s annual leave plus 0.5 day’s pay at double time) for each further annual leave day worked

This issue has been under discussion at the Police Consultative Forum (PCF) and it has been agreed that the day’s leave should be equivalent to the day – for that Produced and issued by Research and Policy Support, PFEW HQ October 2018 Oct2018v1.0 35 officer - which has been interrupted. The same would then apply in respect of a day’s pay.

In other words:

o If leave is taken it should be equivalent to the length of the interrupted day (ie, if the day was 9 hours, it should be 9 hours); and

o If pay is taken it should be calculated by reference to the same number of hours (ie, 9 hours at double-time)

Annex O details that if the period of absence includes free days, rostered rest days, days in lieu of overtime or public holidays, compensation for working on those days (or time off in lieu) would be as per the relevant regulation i.e. Regulation 26, Annex H for public holidays.

## 15 minute interval payments, not by the minute

*I worked 2 hours (pre-planned) which to me means I should get (at time and a third) 2 hours 40 mins back as TOIL. I have in fact been given 2 hours and 30 mins.*

Reg 25 and Reg 26 applies when considering Overtime / BH working etc where there is enhanced pay.  Both of these regs make it quite clear that “for each completed 15 minutes of overtime worked” then the relevant payment is made which is TOIL or payment.

## Working Away From Home Station – Allowances?

***As part of my role, I’m being required to work away from my normal parade station. Can the force do this on a regular basis and what are my rights?***

Yes the force can require you to work away from your normal place of duty.

Under regulation 22 police regulations & determinations when you are working at a place other than your normal parade station then travel time has to be included into the working time. You can claim travel expenses for any excess of travel beyond your normal parade station.

Under the workforce agreement made between the Chief Officer and police federation. It clearly defines that travel time is to be included as working time when travelling on the Chief Officers instruction between home and place of duty, not being the member’s usual place of duty, at any time other than the rostered starting or finishing time for the day which also complies with police regulations & determinations.

In respect of officers finishing early or starting late from their scheduled tour of duty this does occur as the LPU do not want to pay out overtime for travelling to and from work, but the regulation does state “ time spent in travel outside of rostered duty hours” which does suggest that officers are expected to work their rostered shift and anything additional having been added to the working time would be overtime.