

# **POLICE TERMS AND CONDITIONS OF SERVICE**

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# **1 GOVERNMENT**

## **1.1 Qualifications for Appointment to the Police Force**

Appointment will be subject to:

Candidates being more than 18 ½ years of age.

Qualification under the Regulations of Undertakings and Development law definition of “locally qualified”. This includes:-

- Residentially qualified persons falling within any of the Housing Regulations excluding Regulations (1) and (m);
- Persons who have lived on the Island for the last consecutive 5 years; **(However for this position permission has been granted to consider persons who have lived on the Island for the last consecutive 3 years).**
- The spouses of 1, or 2 above; (please note that locally qualified status cannot be passed to unmarried partners).
- The children under 18 (or if students under 25 years) of those in 1, 2, or 3 above.

The receipt of satisfactory references and police security checks.

Satisfactory medical clearance

Passing the agreed recruitment and selection process.

## **1.2 Business interests precluding appointment to the Police Force**

No person shall be eligible for appointment to, or shall be retained in the Force if he/she holds, or his wife/husband or any member of his/her family living with him/her holds, any licence granted under the Licensing (Jersey) Law 1974, or has any pecuniary interest in any such licence, (other than any such licence granted in respect of the premises used as the headquarters of the Police Athletic and Social Club).

Except that nothing shall prevent the spouse of a Police Officer or any member of their family living with them, from holding a licence of the 2<sup>nd</sup> or 6<sup>th</sup> category granted under the Licensing (Jersey) Law 1974, provided that no application shall be made without the consent of the Chief Officer.

## **1.3 Restrictions on private life of police officers**

In accordance with Article 15C of the Police Force (Jersey) Law 1974 amended, the officer shall not, either directly or indirectly, engage or be concerned in any other service or business whatsoever or receive commission or profits of any kind

without prior consent of the Chief Officer. Please refer to the Business Interest Policy.

A member of the force shall not take any active part in politics.

A member of the force shall not, without the previous consent of the Chief Officer, receive a lodger in his/her house

#### **1.4 Probationary service in the rank of Constable**

A Police Constable is on probation for a period of two years following appointment. However, this probationary period allows for different speeds of development:

- The Training Panel can endorse the early confirmation of fast developers
- The probationary period may be extended in certain circumstances.

If a police officer is appointed to the States of Jersey Police, having previously served for another police force, the committee will require the officer to serve a probationary period which will normally be 12 months in duration.

If an officer rejoins the force after a period of absence, the committee reserves the right to require a probationary period of between one and two years to be served.

#### **1.5 Discharge of Probationer**

At the end of the probationary period, or at any time during it, the services of a police constable may be dispensed with if it is considered that they are not suited to perform the duties of a police officer on a permanent basis.

Where the services of a constable are dispensed with they will be entitled to one month's notice or a month's pay in lieu of notice.

#### **1.6 Promotion**

Any officer is eligible to sit the agreed promotion examination once they have successfully completed their probationary period.

There is one knowledge test. Once an officer has passed the knowledge test he/she will be eligible to apply to attend the agreed promotion process.

Officers who have passed a previous qualifying exam or passed a promotion exam whilst serving in a Police Force in the U.K will be deemed to have passed the equivalent examination for promotion in Jersey.

All officers who are promoted to a permanent vacancy in a higher rank will be on probation in that rank for a period of one year.

Officers who are made substantive in or act up to the next rank, can aggregate previous temporary service in that rank for the purpose of incremental progression providing that he/she has acted up to the same rank in the preceding two years.

An officer has to act up for a period of one month before qualifying for acting up pay.

The States of Jersey Police is a member of the High Potential Development Scheme which seeks to identify officers of exceptional potential who are capable of development towards the senior ranks of the force. All officers are eligible to apply for the scheme.

## **1.7 Retirement**

An officer, up to and including the rank of Superintendent, may retire up to 5 years prior to the normal retirement age of 55 provided that he/she has at least five years' qualifying service for pension purposes. An officer wishing to exercise this option must give one month's notice in writing to the Chief Officer. Separate contractual arrangements apply to the Chief Officer and Deputy Chief Officer.

Otherwise an officer must retire on reaching the age of 55 unless an application is made for an extension of service beyond retirement age.

The Chief Officer may, for reasons recorded in writing, permit a police officer to continue in service beyond 55 years. Such extensions of service are granted only to officers who are not only physically and mentally fit to perform their duties but also active, enthusiastic.

Where an extension of service is given, the period will be for one year in the first instance. If further extension is required, a report must be submitted each year, at least two months before the end of the extended period.

## **1.8 Ill Health Retirement**

If an officer is retired on the grounds of serious ill health or incapacity he/she will receive an immediate pension, providing he/she has at least five years' qualifying service.

The pension will be calculated as for normal retirement but the officer will be given additional pensionable service to compensate for the fact that the pension is being taken early. The amount of extra service depends on your pensionable service at the date of retirement.

## **1.9 Resignation**

Any officer may resign from the Force by giving one month's notice in writing to the Chief Officer. In certain circumstances, an alternative period of notice may be accepted with the approval of the Chief Officer.

## **1.10 Pensions**

The post is pensionable from the date the officer takes up his/her duties (however to be eligible to join the Public Employees Contributory Retirement Scheme the Officer must be at least 20 years old. Officers under 20 years of age are not eligible to join).

Under the current PECRS Regulations an officer will be required to contribute 5% of pensionable service and benefit will accrue at 1/60<sup>th</sup> per year of service. Full details of benefits can be found in the Public Employees (Contributory Retirement Scheme) (New Members) (Jersey) Regulations, 1989 and Public Employees (Contributory Retirement Scheme) (General) (Jersey) Regulations 1989.

## **1.11 Uniform and Equipment**

All articles of uniform and equipment necessary for the performance of police duty shall be provided by the Home Affairs Committee.

All articles of uniform and equipment issued are for use in the performance of police duty and shall not become the property of the individual member of the Force and must be returned on leaving the Force.

## **1.12 Personal Records/Data Protection**

The States of Jersey Police will create and maintain a personal computerised record on the officer during his/her employment and retain that record after employment with the Force has ceased. These records will be used in accordance with the Data Protection (Jersey) Law 1987.

The officer has a responsibility to advise the Force of any alterations to his/her personal information.

## **1.13 Information Security**

The officer works within an organisation which deals with sensitive matters. This job requires the officer to maintain high professional and ethical standards. The officer has a responsibility to use all States of Jersey Police information systems for

authorised purposes only and strictly in accordance with the Data Protection (Jersey) Law 1987.

The States of Jersey Police owns all systems and data contained in those systems and reserves the right to monitor systems use for security purposes. Telephone conversations may be recorded or monitored and recorded material may be used in accordance with Force guidelines.

#### **1.14 Fingerprints and DNA Samples**

All new officers are required to have a set of fingerprints taken and to provide a sample for DNA analysis.

Both the fingerprints and DNA sample will be held on the Police Elimination Database and are purely for elimination purposes. The fingerprints and DNA samples and all copies and records are destroyed when an officer leaves a force, other than when an officer transfers to another force when the fingerprints and sample are transferred with him/her.

## **2**     **DUTY**

### **2.1**   **Hours of Duty**

The normal working week will consist of 40 hours averaged out over the agreed shift cycle. The work pattern will be determined by the Force but will require the need to work either an alternating or rotating shift pattern.

Officers are expected to parade for duty 15 minutes before their rostered shift is due to start, so that they may prepare themselves and be ready to begin work at the formal starting time of the shift.

#### **Refreshment Break**

An officer will normally be allowed a paid 45 minute break during a rostered 8 hour shift and a one hour paid break during a rostered ten hour shift. However, the exigencies of the service may determine that on occasions, it will not be possible for that break to be taken.

#### **Refreshment Allowance**

Where an officer works a minimum of 3 hours of continuation overtime immediately following an 8 hour shift, they will be entitled to a paid refreshment allowance irrespective of whether or not they had a 45 minute break during the preceding 8 hour shift.



### 3 PAY

#### 3.1 Rates of Pay

Rank	Increments	Annual Pen. Gross	O/T 1	O/T 1.5	O/T 2
PC	On appointment	28,246	13.5330	20.2995	27.0660
	9 months	29,745	14.2511	21.3767	28.5022
	1 year	31,667	15.1720	22.7580	30.3440
	2 years	37,858	18.1382	27.2073	36.2764
	3 years	39,612	18.9785	28.4678	37.9571
	4 years	41,445	19.8615	29.7923	39.7230
	8 years	43,372	20.7800	31.1700	41.5600
MAX	12 years	45,385	21.7444	32.6167	43.4889
SGT	On appointment	49,455	23.6944	35.5416	47.3888
MAX	3 years	51,728	24.7834	37.1752	49.5669
INSP	On appointment	58,373	27.9671	41.9507	55.9343
	3 years	61,128	29.2871	43.9306	58.5742
CHIEF INSPECTOR	On appointment	76,709			
SUPT	On appointment	82,070			

The above pay rates are current as 1<sup>st</sup> June 2005. Police Officers pay is reviewed annually and any pay award is effective from the 1<sup>st</sup> June.

### 3.2 Overtime

The following is applicable up to and including the rank of Inspector.

NORMAL DUTY DAY	Rate x 1	Rate x 1 ½	Rate x 2	In Lieu		
				RD	BH	AL
Continuation of scheduled hours		○				
Continuation into a 1 <sup>st</sup> Rest Day		○				
Continuation into a 2 <sup>nd</sup> Rest Day - (from 0000hrs)			○			
Continuation into a Bank Holiday - < 4 hours (from 0000hrs)			○			
Continuation into a Bank Holiday - 4 hours plus (from 0000hrs)			○		○	
Continuation into Annual Leave Day - < 4 hours (from 0000hrs)			○			
Continuation into Annual Leave day - 4 hours plus (from 0000hrs)			○			○

## Overtime continued

RECALL TO DUTY	Rate x 1	Rate x 1 ½	Rate x 2	In Lieu		
				RD	BH	AL
Recall on a normal duty day - < 2 hours to start of duty	Interprets as new start time of duty					
Recall on a normal duty day - unrestricted		○				
Recall on 1 <sup>st</sup> Rest Day		○				
Recall on 2 <sup>nd</sup> Rest Day			○			
Recall on Bank Holiday - < 4 hours worked			○			
Recall on Bank Holiday - 4 hours worked plus			○		○	
Recall on a Annual Leave Day - < 4 hours worked			○			
Recall on a Annual Leave Day - 4 hours worked plus			○			○
Recall for Court, < 8 hours following Night Duty			○			
Recall within 8 hours of previous shift end	Standard overtime rate for the day					
Recall whilst on TOIL – normal day	Hours returned to Overtime / Time in Lieu Card only					
Recall whilst on TOIL – <b>during a period of AL (a)</b>				TOIL returned to Card		
<i>Officers choice of either (a) or (b)</i> <b>(b)</b>			○			

**Overtime continued**

REST DAYS	Rate x 1	Rate x 1 ½	Rate x 2	In Lieu		
				RD	BH	AL
Recall on 1 <sup>st</sup> Rest Day		○				
Recall on 2 <sup>nd</sup> Rest Day			○			
Cancellation of 1 <sup>st</sup> Rest Day - > 14 days notice				○		
Cancellation of 1 <sup>st</sup> Rest Day - 8 - 14 days notice		○				
Cancellation of 1 <sup>st</sup> Rest Day - < 8 days notice			○			
Cancellation of 2 <sup>nd</sup> Rest Day - > 14 days notice				○		
Cancellation of 2 <sup>nd</sup> Rest Day - 8 - 14 days notice			○			
Cancellation of 2 <sup>nd</sup> Rest Day - < 8 days notice			○			
Cancellation of 1 <sup>st</sup> or 2 <sup>nd</sup> Rest Day – <b>during a period of AL (a)</b>				○		
<i>Officers choice of either (a) or (b) (b)</i>			○			
Normal duty at Officers request				○		

**Overtime continued**

PUBLIC / BANK HOLIDAYS	Rate	Rate	Rate x 2	In Lieu		
	x 1	x 1 ½		RD	BH	AL
Normal duty	○				○	
Normal duty at Officers request					○	
Recall on a Bank Holiday - < 4 hours worked			○			
Recall on a Bank Holiday - 4 hours worked plus			○		○	
Continuation of scheduled hours			○			
Cancellation of Bank Holiday ( <b>any notice</b> )	○				○	

**Overtime continued**

ANNUAL LEAVE	Rate	Rate	Rate x 2	In Lieu		
	x 1	x 1 ½		RD	BH	AL
Recall on an Annual Leave day - < 4 hours worked			○			
Recall on an Annual Leave day - 4 hours worked plus			○			○
Cancellation at Officers request						○
Cancellation of approved Annual Leave (a)						○
<i>Officers choice of either (a) or (b)</i> (b)			○			

The above is the agreed overtime table payable at the appropriate rate.

### **3.3 Public Holidays**

The following applies to all Police Officers up to and including the rank of Inspector:

Ordinarily there are nine Bank Holidays in every calendar year. Where an officer is required to work, on a Bank Holiday, he/she shall be entitled to a day off in lieu, together with payment at the appropriate rate. (Refer to Overtime rates)

If a Bank Holiday falls on an Officer's rest day then he/she shall be entitled to day off in lieu.

The States may vary from time to time the number of Public Holidays.

### **3.4 Rest Days**

The normal period of duty is 40 hours per week, which is performed in shifts of a period of 8 hours and 10 hours. Officers' entitlement to Rest Days will be in line with the current agreed shift pattern.

### **3.5 Sick Pay**

Sick leave with pay up to a maximum of six months in any calendar year may be granted by the Chief Officer to any member of the Force, but sick leave for a period exceeding six months in any calendar year may be granted only by the Committee.

### **3.6 Maternity Pay**

An officer on Maternity Leave will be entitled to claim up to twelve weeks pay, at 90% of the officer's monthly salary.

### **3.7 Deductions from Pay of Social Security Contributions**

The current Social Security contributions rate will be deducted from an officer's salary at source each month.

### **3.8 Fixing of Pay Day**

Salaries are paid by equal monthly instalments on the last working day of the month, or if that day is an official holiday, on the normal working day before. Payment is made directly into the Officer's bank account.

## 4 LEAVE

### 4.1 Annual Leave

<u>Rank</u>	<u>&lt;5 years service</u>	<u>5 – 10 years service</u>	<u>10 – 20 years service</u>	<u>Over 20 years service</u>
Chief Officer	29	29	29	29
Deputy Chief Officer	28	28	28	28
Superintendent	24	26	27	28
Chief Inspector	24	26	27	28

	<5years service	5-10 years service	10-16 years service	16-20 years service	20+ years
Sergeant	24	24	26	27	28
Constable	22	24	25	26	27

The above is a statement of annual leave entitlement. Rules and procedures governing the application for and taking of annual leave are set out in Force Policy.

### 4.2 Maternity Leave

Maternity Leave is allowed for a period of up to 26 weeks.

Full details of the conditions of Maternity leave can be found in the Force Policy.

### 4.3 Paternity Leave

Paternity Leave is allowed for a period of up to 2 calendar weeks.

Full details of the conditions of Paternity Leave can be found in the Force Policy

### 4.4 Special Leave

Special Leave is available for officers who need time off work to deal with urgent and unforeseen domestic situations that may arise from time to time.

The guidelines applicable to the granting of Special Leave can be found in the Force Policy.



## 5 ALLOWANCES AND EXPENSES

### 5.1 Allowances

The following allowances are applicable:

Dog Handler	1,393 per annum
CID allowance	45.45 per month
Clothing allowance	54.45 per month

The above allowances are current as of 1<sup>st</sup> January 2005. They are subject to increase annually in line with the Jersey Retail Price Index.

### 5.2 Expenses

Police Officers attending conferences, training courses or other duties outside the Island may claim reasonable travel, subsistence and out of pocket expenses in line with current Force Policy.

### 5.3 Medical, Dental and Optical Treatments

#### Medical

A Police Officer shall receive Medical treatment free of charge. However Officers are not entitled to claim for private medical treatment<sup>1</sup>, unless it has been authorised by the Chief Officer. This will only be sanctioned in exceptional cases, i.e. injury on duty.

Officers who undertake unauthorised private treatment will be personally responsible for all costs or claims. Officers who fall sick whilst on holiday out of the Island and require medical treatment or prescriptions will have to claim through their own holiday insurance cover. The Force will not be responsible for any such costs.

<sup>1</sup> Private medical treatment includes specialist treatment, such as Physiotherapy, Alternative Medicine (Chiropractics), and injections/inoculations for foreign holidays.

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### Dental

A Police Officer shall receive free dental treatment up to a maximum of £175 for any period of treatment. Any treatment in excess of this amount requires the authority of the Chief Officer.

### Optical

Police Officers will receive optical treatment to include the cost of spectacles or contact lenses up to a maximum of £85.00. Any costs above this amount are to be found by the officer. This does not include the cost of the examination which will be paid for by the States of Jersey Police.

## **6      DISCIPLINE**

Rules of conduct for Police Officers are prescribed by the Police (Complaints and Discipline) (Jersey) Order 2000. This order also sets out the procedure for the formal investigation of complaints and allegations of misconduct, the discipline hearing and appeals process.

## **7      GRIEVANCE**

The Grievance Procedure applies to all officers. It supports the States of Jersey Police Equality and Diversity Policy and may be used to deal with complaints of racial or sexual harassment.