Introduction
1. The purpose of this Statement of Agreed Principles is to provide a framework within which new working arrangements for Prison Officers are to be developed. The new arrangements which will be drawn specifically to meet the individual needs of establishments (and groups within establishments) will be subject to introduction over a phased period.

Aim
2. The general aim is to replace existing management structures, systems and methods with working arrangements that:
   i. match more closely the work requirements of the establishment
   ii. are responsive to changing pressures and demands;
   iii. enable managers to manage more effectively;
   iv. promote the unification of Governor and Prison Officer grades and a sense of purpose, ownership and responsibility at all levels;
   v. improve the efficiency, effectiveness and economy with which the Prison Service discharges its public service;
   vi. provide the basis for the enhanced delivery of regimes;
   vii. bring increased job satisfaction to Prison Officers through a reduction in hours of attendance and a closer identification and involvement with their work by increased continuity;
   viii. provide greater predictability of attendance;
   ix. provide clearer lines of operational accountability;
   x. provide clear definitions of roles and responsibilities.

Approach
3. The focus of change will be the development of teams of staff working to personal systems of attendance and having shared responsibility for meeting group objectives. Work will be grouped into areas of responsibility and carried out by teams of Officers accountable to individual group managers. The new systems will be drawn to help the group discharge its work.

4. The management structure within which the eight unified grades and others will work, should properly reflect, and enable the effective discharge of, the functions of each establishment and provide clear lines of accountability. There is no prescriptive model. Each Governor will be invited to review the management structure of his establishment together with his management team, his staff and line managers in regional office. Guidance on the way this exercise should be tackled has been prepared and circulated. All grading and complementing issues will be considered in conjunction with the review team, whose responsibility it will be to make recommendations on grading and complementing matters to the Regional Director and
P6. The staff and trade union side will be consulted and their views will be taken into account before complements are set.

5. The objective throughout will be to protect inmate programmes from casual disruptions and to establish a positive inmate regime. In this regard external work will be organised to help avoid the depletion of the internal regime.

6. There will be staffing continuity at Crown Courts, coupled with a more predictable workload. The arrangements for Magistrates Courts will seek to eliminate duplication of work by the Prison Service and the Police.

**Extent of Application**

7. The working arrangements referred to below apply to Prison Officers, Senior Officers, Principal Officers including Specialists i.e. Caterers, Dog Handlers, hospital officers, officer instructors, PE Officers and Works Officers.

8. The need to change existing working arrangements is dominated by their general inflexibility. The following general guidance should help inform the process of putting these new arrangements in place in each establishment on a broadly common basis.

9. All local working arrangements should comply with the principles set out below. Where, in an exceptional case, an establishment wishes to implement and work an arrangement which is at variance with these common principles, it will be necessary to refer the case for variation to Headquarters via Regional Office, for approval.

10. Prison Officers are conditioned to a 39 hour working week. Additionally Officers can contract to work a further 9 hours each week and qualify for the Group Working Contracted Hours allowance. These hours are referred to in this document as “conditioned” and “contract” hours respectively.

11. Individuals will be expected to fulfil their contracts. Other than in exceptional circumstances it will not be possible to re-contract for a further period once an officer has withdrawn from a contract.

12. **Working Week**
   i. the working week will be the period of seven days beginning midnight Saturday. The number of hours that an Officer will be required to work may differ from week to week but will average either 48 weekly hours over the cycle of his system of attendance being a combination of 39 conditioned hours and 9 contract or 39 hours for those working conditioned hours only.
   ii. at least two days per working week, at least one of which will be a weekend day, will be free from scheduled duty (Rest Days);
iii. Officers will not be required to attend for scheduled duty on consecutive weekends unless provided for under an approved local agreement;
iv. an Officer may work in some weeks more than his weekly hours because of:
a. unavoidable attendance (such as delay in returning from external duty).
b. travelling time where part or all of the travelling time is outside the scheduled hours of the shift, although such arrangements should be exceptional;
c. emergency attendance;
d. special attendance (exceptionally to be present at eg adjudications, interviews), or for specialist officers to meet unexpected requirements. Additionally there will be scope for voluntary attendance to cover a shortfall of staff which may lead to an excess of weekly hours.

13. Time Off In Lieu
i. Time Off In Lieu (TOIL) will be given in respect of additional duty performed in excess of weekly hours, where such duty cannot be covered effectively by other means. Group Managers should endeavour to allow TOIL soon after the performance of the additional duty, and wherever possible during the Officer’s shift cycle. In granting TOIL the Officer’s preference should be sought and whenever possible complied with providing the needs of the work are met;
ii. following protracted emergency attendance involving the majority of available staff, ex gratia payments may be made.

14. Shifts
i. split shifts will not be part of the new working arrangements;
ii. all day shifts will be worked within 06.00 and 22.00 hours
iii. conversion of shifts will form a part of local arrangements. When scheduled shifts covering the evening period are converted to cover the forenoon Group Managers should endeavour to give 48 hours notice. Shifts converted to cover the evening part of the day should be restricted to the absolute minimum and distributed equitably among the group;
iv. scheduled shifts may be extended by the application of contract or additional hours or a combination of both. Whenever additional hours are applied to extend a scheduled shift TOIL will be given equivalent to the additional duty worked;
v. meal breaks will not form part of weekly hours and will not be paid.

15. Night Shifts
Officers scheduled for night duty will, subject to any approved local arrangements, be expected to work for seven nights spread over two succeeding duty weeks. Each night duty week consists of either three night shifts and one long day shift or four night shifts. No night shift will be longer than 11 hours. Any shortfall in hours for the week will be retained in reserve to be used later during the Officer’s shift cycle.
Special arrangements may be required for groups whose night duties occur much more frequently.

16. Rest Days
i. Rest days will be protected save for unavoidable “Emergency” or “Special” attendance; and
ii. it will be open to Officers to volunteer to work on a rest day to fulfil contracted hours providing this meets the need for work to be done.

17. Annual Leave
The aim will be for as much annual leave to be rostered in advance as practicable.
   i. “rostered leave” will be administered by Group Managers to ensure adequate staff on duty and will account for not less than 20 days of an Officer’s annual leave entitlement. The remaining days will be regarded as “casual leave”;
   ii. casual leave will be treated as attendance for the amount of duty shown in the Officer’s shift system for that day;
   iii. an officer who takes half a day’s casual leave will work for half the number of hours shown in the Officer’s shift system for that day. The remainder will be treated as in (ii) above.

18. Substitution
i. in the temporary absence of Managers their duties will generally be covered by their supervisor and from within the group;
ii. when a Manager’s absence has continued for a period of more than 3 weeks and an early return to duty is not expected then substitution procedures will apply.

19. Complements
In future complements will be set in line with the group working arrangements described in paragraph 3 above and will provide cover for annual leave, sickness and staff training absence.

20. Under normal circumstances local working arrangements will provide sufficient cover for temporary shortfalls in staff availability. Reductions in complementing levels brought about by the promotion, transfer or retirement of staff, will be made good as quickly as possible. When more serious shortfalls occur for which no early relief is possible it will be for the Governor in consultation with his staff to determine interim arrangements to meet operational difficulties.

APPLICATION OF AGREED PRINCIPLES FOR FRESH START PROPOSALS

1. This advice on how the Statement of Agreed Principles for Fresh Start set out in Appendix 1 of the Revised Offer (above) should be applied has been formulated following discussion with the Prison Officers’ Association. The essence of the approach taken is that flexibility in determining how the needs of the work can most
effectively be matched to staff availability should be combined with as much predictability and fairness for staff as possible. In the interests of flexibility it is accepted that there may be good grounds for departing from the guidelines and practice set out below in particular local circumstances.

**Status of Local Agreements**

2. Governors and local POA Branches should seek to reach agreements how the principles set out in the Statement and this document can best be reflected in local shift systems and working practices. Such local agreements should be consistent with the Statement of Agreed Principles and with the provisions of this document.

3. Local agreements should be set down in writing. Each agreement should be signed and dated by the Governor and on behalf of the Branch, as the parties to the agreement.

4. Agreements should be honoured by both parties. Staff should only be asked to act contrary to the terms of an agreement in a clear operational emergency when events make it necessary for the Governor to call in the majority of available staff to meet a threat. If either party wishes to revise an agreement, every attempt should be made through the normal processes of local discussion to agree a suitable revision. When it is clear that no agreement can be reached in this way, the Cubbon formula should be initiated. The Statement of Agreed Principles and this jointly agreed document will be applied in the Cubbon formula process in the event of a failure to reach agreement between the parties locally.

**Minimum Staffing Levels**

5. In the interests of staff and inmate safety, security and control, minimum staffing levels should be set by Governors in consultation with Regional Directors after discussion with the local branch of the POA.

6. The minimum staffing level will normally be met by use of conditioned or contract hours. Only where it is not possible to cover the need in this way should staff be asked to anticipate additional hours.

7. A record of the occasions when an establishment operates at such a level will be maintained locally.

**Working Week**

8. Each weekly period should contain no more than five duty days. Officers scheduled for night duty will be expected to work for seven nights spread over two succeeding duty weeks. Each night duty week consists of either three night shifts and one long shift or four night shifts.
9. Staff changing from one division to another or one subdivision to another should have their weekend rest days protected and staff changing from one locally agreed shift system to another should do so on Sunday of their weekend off duty.

10. All rescheduling of rest days should normally be with the agreement of the officer concerned, subject to paragraph 17 (i) and (ii) below.

11. At the discretion of the Group Manager and subject to the needs of the work, exchange of duty between staff may be permitted.

**Shifts**

12. Shift times will always be specified. The current experience of staff conducting the review exercises is that shifts similar in outline to those presently in use can be adapted to meet the more flexible approach introduced by Fresh Start. Precise timings of shifts will be determined to meet the special needs of each local working group.

All shifts are net of meal breaks and should be shown: e.g.
Main (M) 07.30-17.30 less 1 hour meal break = 9 hours
Early (E) 06.45-13.30 less 0.5 hour meal break = 6.25 hours
All day (A) 07.00-20.15 less, say, breakfast 08.00-08.30, midday break 12.30-13.30, and tea 17.30-18.00 = 11.25 hours

13. In the case of long shifts, the aim should be for the working day to be no longer than 12.5 hours note of meal breaks. The minimum length of any scheduled shift should be 4 hours.

**Meal Breaks**

14. Group Managers should ensure that all staff take proper meal breaks, where necessary arranging for a system of early and late meals to be taken. Meal breaks should normally be taken at the time usually associated with each meal and be an uninterrupted period of at least 30 minutes to give staff a reasonable break. The arrangements below should normally be followed:
Breakfast 30 minutes between 07.30-09.30
Midday 60 minutes between 11.45-14.00
Tea 30 minutes between 16.00-18.00

15. An Officer will not normally be scheduled to work longer than five hours without a meal break. But if it is his last or only period of duty for any given day he may be scheduled to work six hours. There should normally be a minimum of four hours between the starting times of any two meal breaks. If, exceptionally, a meal break is due but cannot be taken during a shift the meal break time will count as additional duty worked.

16. To meet the needs of the work, shifts will be designed in accordance with paragraphs 13, 14 and 15. The preferences of staff
will be taken into account. Where staff state a preference for introducing a breakfast break, even though it would extend their overall length of attendance and is not required by paragraphs 13, 14 and 15, their request will normally be accepted where it relates to shifts starting at or before 07.00.

**Additional Hours**

17. Officers will not normally be required to work longer than the sum of their conditioned hours or conditioned plus contract hours over the length of the shift cycle. But staff may be asked on occasions to work more than their average weekly hours because of:

i. an operational emergency  
ii. the need to ensure minimum staffing levels are maintained  
iii. unavoidable or unforeseen operational reasons such as delay in returning from external duty

18. Hours worked in this way will be repaid as soon as possible as described in paragraphs 22-25 below.

19. Wherever possible, additional hours should be met by volunteers. Where this does not meet the need, Officers with “banked” hours or who have contracted in should normally be called upon first. When asking staff to work additional hours, the Group Manager should ensure fairness of treatment.

**Shift Conversion**

20. Where shift conversion proves necessary Group Managers should aim to meet the need from volunteers using conditioned or contract hours. Where this is not possible, shift conversion should be shared fairly with Officers who have contracted in and those who have “banked” hours normally being called upon first. As much notice as possible should be given.

21. Once a shift is converted, it should not normally be reconverted at short notice without the agreement of the Officer concerned.

**Time Off in Lieu**

22. In granting Time Off in Lieu priority should be given if possible to staff who have attended for additional duty involuntarily.

23. Group Managers should ensure that individual members of staff do not work high levels of additional hours without being compensated by TOIL. The aim should be for no more than five additional hours to be accumulated in any one week. Accumulated TOIL will be granted as soon as operationally possible and within a maximum period of five weeks.

24. Within these principles and subject to the needs of the work, local agreements may specify the amount of additional hours worked which
can be carried forward and the time period within which TOIL should be granted for them.

25. Group Managers will need to maintain clear records to ensure fair treatment in the working of additional hours and the granting of TOIL.

Banked Hours
26. Similarly, where in any week an Officer has not attended for his total hours for that week these hours will be banked. (An example would be because he sought and was allowed to leave early on a shift for urgent domestic reasons). Group Managers should aim to ensure that no more than five hours are accumulated in this way in any one week and for these hours to be worked as soon as possible and in any event within a maximum period of five weeks.

Official Absences from Duty
27. Official and authorised absences are allowed for a number of circumstances such as special leave, training courses, promotion boards, official interviews and so on. The credit for such absences will be as long as is required for the purpose up to the full number of hours shown in the Officer's shift system for that day depending among other things on location and travelling time. For example, where an Officer attends a short interview or training course he will normally be expected to return to duty for the rest of his shift. Where on occasions of this kind the Officer's duties have been covered, the aim will be to redeploy the Officer to other work for the rest of his shift. But subject to the needs of the work, Group Managers may grant requests from Officers who wish to leave early (see paragraph 26).

Annual Leave
28. Subject to the requirements of the work, the granting of annual leave should accommodate staff preferences so far as possible. Group Managers should encourage staff to take their full annual leave allowance. Having regard to the needs of the work, staff should be allowed to take leave in worthwhile periods including at least one period of two weeks per year. Group Managers should aim to meet requests for casual leave (including weekend duty days) as flexibly as possible.

Training
29. All training absences should be approved and booked as far in advance as possible. When a staff surplus is identified well in advance, the training co-ordinator may wish to organise local training e.g. C&R or MUFTI.

30. Each Group Manager will wish to ensure that the skills to cover the work of the group are spread as widely as is practicable across the members of his team. This will not only increase the range of jobs available to individual members of the team but also provide the
Group Manager with greater flexibility to cover the range of jobs from a greater pool of his staff.