

# Notice of meeting and agenda

## Culture and Communities Committee

**9.30 am Friday, 30th October, 2020**

Virtual Meeting - via Microsoft Teams

This is a public meeting and members of the public are welcome to attend

The law allows the Council to consider some issues in private. Any items under “Private Business” will not be published, although the decisions will be recorded in the minute.

### Contacts

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Tel: 0131 529 6160 / 0131 529 4085

## **1. Order of Business**

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- 1.1 Including any notices of motion and any other items of business submitted as urgent for consideration at the meeting.

## **2. Declaration of Interests**

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- 2.1 Members should declare any financial and non-financial interests they have in the items of business for consideration, identifying the relevant agenda item and the nature of their interest.

## **3. Deputations**

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- 3.1 If any

## **4. Minutes**

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- 4.1 None.

## **5. Forward Planning**

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- 5.1 None.

- 5.2 None.

## **6. Business Bulletin**

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6.1 None.

## 7. Executive Decisions

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7.1 Partnership Agreement with Police Scotland 2020-2021 – Report by the Executive Director for Communities and Families 5 - 24

## 8. Routine Decisions

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8.1 None.

## 9. Motions

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9.1 None.

## 10. Resolution to consider in private

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10.1 The Committee, is requested under Section 50(A)(4) of the Local Government (Scotland) Act 1973, to exclude the public from the meeting for the following item of business on the grounds the they would involve disclosure of exempt information as defined in Paragraphs 8 and 9 of Part 1 of Schedule 7A of the Act.

## 11. Private Reports

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11.1 All Party Oversight Group Follow Up Report – Report by the Executive Director of Place

### Laurence Rockey

Head of Strategy and Communications

## Committee Members

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Councillor Donald Wilson (Convener), Councillor Amy McNeese-Mechan (Vice-Convener), Councillor Mark Brown, Councillor Phil Daggart, Councillor Karen Doran,

Councillor Max Mitchell, Councillor Hal Osler, Councillor Susan Rae, Councillor Alex Staniforth and Councillor David Key

## **Information about the Culture and Communities Committee**

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The Culture and Communities Committee consists of 11 Councillors and is appointed by the City of Edinburgh Council.

### **Further information**

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If you have any questions about the agenda or meeting arrangements, please contact Natalie Le Couteur, Committee Services, City of Edinburgh Council, Business Centre 2.1, Waverley Court, 4 East Market Street, Edinburgh EH8 8BG, Tel 0131 529 6160 / 0131 529 4085, email [natalie.le.couteur@edinburgh.gov.uk](mailto:natalie.le.couteur@edinburgh.gov.uk) / [blair.ritchie@edinburgh.gov.uk](mailto:blair.ritchie@edinburgh.gov.uk).

The agenda, minutes and public reports for this meeting and all the main Council committees can be viewed online by going to [www.edinburgh.gov.uk/cpol](http://www.edinburgh.gov.uk/cpol).

### **Webcasting of Council meetings**

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Any information presented by individuals to the Council at a meeting, in a deputation or otherwise, in addition to forming part of a webcast that will be held as a historical record, will also be held and used by the Council in connection with the relevant matter until that matter is decided or otherwise resolved (including any potential appeals and other connected processes). Thereafter, that information will continue to be held as part of the historical record in accordance with the paragraphs above.

If you have any queries regarding this, and, in particular, if you believe that use and/or storage of any particular information would cause, or be likely to cause, substantial damage or distress to any individual, please contact Committee Services ([committee.services@edinburgh.gov.uk](mailto:committee.services@edinburgh.gov.uk)).

## Culture and Communities Committee

09:30am, Friday, 30 October 2020

### Partnership Agreement with Police Scotland 2020-2021

Executive/routine  
Wards  
Council Commitments

#### 1. Recommendations

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It is recommended that the Culture and Communities Committee:

- 1.1 Approves the new Partnership Agreement for 2020/2021 at Appendix 1A between the City of Edinburgh Council and the Edinburgh Division of Police Scotland to replace the current Partnership Agreement; and
- 1.2 Endorses the new performance framework and key performance indicators (KPIs) shown at Appendix 1C to support the monitoring and assessment of the effectiveness and impact of the Partnership Agreement and associated funding; and,
- 1.3 Agrees to receive and scrutinise a detailed qualitative and quantitative progress report from the Edinburgh Divisional Commander from Police Scotland, or their designated deputy, on a quarterly basis.

#### Alistair Gaw

Executive Director for Communities and Families

Contact: Jon Ferrer, Senior Manager, Quality, Governance and Regulation

E-mail: [Jon.Ferrer@edinburgh.gov.uk](mailto:Jon.Ferrer@edinburgh.gov.uk) | Tel: 0131 553 8396

## Partnership Agreement with Police Scotland 2020/21

### 2. Executive Summary

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- 2.1 This report provides an overview of the current Partnership Agreement between the City of Edinburgh Council and the Edinburgh Division of Police Scotland in respect of targeted funded policing.
- 2.2 The report also proposes a refreshed Partnership Agreement for 2020/21, which recognises the reduction in overall funding to 478k for period 2020-2021, but that also reflects the importance of a shared approach to delivering positive outcomes for communities, as well as the additional benefits to be achieved by supplementing the Edinburgh Division's establishment with eight Family and Household Support police officers and a Youth Justice Sergeant.

### 3. Background

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- 3.1 Since 2003, the Council has provided funding to support community policing activities, both in local neighbourhoods and in the city centre, to help improve the safety of Edinburgh's communities for residents, businesses, and visitors. The Council formalised the arrangement to support community policing through a Service Level Agreement with Police Scotland.
- 3.2 In 2019/2020, £2,078million revenue funding provided to Police Scotland by the Council resourced the following:
  - 3.2.1 35 "named" Community Police Officers (Police Constable rank) working within local communities, based on an allocation of two officers per ward, with an additional seven officers allocated to the city centre to manage specific issues such as those concentrated around the night time economy, business community and tourism.
  - 3.2.2 Eight Family and Household Support Officers (Police Constable rank), based within localities, whose role is to share information daily and support Council Family and Household Support teams in activity within the locality.
  - 3.2.3 One Youth Justice Officer (Police Sergeant rank) responsible for coordinating Police Scotland activity around the development of Youth

Services in line with Council policies and liaison with Youth Justice services within the Council.

## 4. Main report

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### **Partnership Working Focus**

- 4.1 The Council's Family and Household Support teams, as part of Safer and Stronger Communities, within the Communities and Families Directorate, have become part of a wider, more inclusive, multi-disciplinary function bringing together twelve locality based teams delivering family, household, and community support services. This flexible approach to service delivery requires a renewed focus on closer, more joined up working, with both internal and external partners, which emphasises our common goals and objectives including reducing crime and antisocial behaviour within our communities.
- 4.2 Emphasis on the shared vision of building safer communities brings a more cohesive and consistent approach to service delivery. In addition, the allocation of eight Family and Household Police Officers, will support the localities to address antisocial behaviour at an early stage and assign appropriate support to the individuals/families to enable them to change their behaviour and foster a sense of belonging and personal responsibility.
- 4.3 To support the refreshed Partnership Agreement, the Council and the Edinburgh Division of Police Scotland have developed an updated performance framework attached as Appendix 1C for monitoring and measuring performance and outcomes. Quarterly reports will also be complemented by qualitative case studies and practice examples gathered directly from the funded officers, to demonstrate impact whilst also directly tackling antisocial and nuisance behaviour.

### **Performance reporting under the new Partnership Agreement outcome**

- 4.4 The Council and Police Scotland, through the Edinburgh Division, are jointly committed to building safer communities and are working to deliver a cohesive and effective service under an overarching Partnership Agreement outcome; identify more, and strengthen opportunities to work in partnership, as public sector bodies and with communities and the private sector, to create good places to live. This will include seeking new placemaking approaches to support the delivery of accessible and open places, with good links to health, childcare, and other services. All these actions will support the reduction of crime and antisocial behaviour in communities.
- 4.5 The performance reporting framework will facilitate monitoring and scrutiny of progress towards these objectives and the overarching outcomes while looking to capture more fully the spirit of effective partnership work by building in day to day examples.

- 4.6 The eight Community Police Officers embedded within Family and Household Support will work alongside the service to achieve early and effective interventions to achieve short and long term, sustained behaviour change, reducing the impact of family based offending and antisocial behaviour.
- 4.7 An outcome focussed approach must acknowledge the inter-dependency of both Policing and Council activity when tackling crime and antisocial behaviour. The requirement to formally report progress quarterly by the Council and the Edinburgh Divisional Commander of Police Scotland (Chief Superintendent) or by exception their designated deputy, to the Culture and Communities Committee of the Council also further reinforces this partnership approach.
- 4.9 The refreshed framework will further enable the identification of areas where performance improvements are required, which will support more effective tasking and coordination of partnership resources to address areas of concern, adopting a more intelligence led approach to the deployment of these additional Police Officers.

## **5. Next Steps**

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- 5.1 Following the approval of committee, Police Scotland and the City of Edinburgh Council will formally sign the Service Level Agreement.
- 5.2 Quarterly reports will be produced by Police Scotland for Committee
- 5.3 Meetings to be arranged to monitor services provided.

## **6. Financial impact**

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- 6.1 The cost of delivering the Partnership Agreement will be met through the allocation of £478.000 funding to Police Scotland for 2020/21 as approved by the Council in February 2020.

## **7. Stakeholder/Community Impact**

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- 7.1 The Council, Elected Members and Police Scotland have consulted on how best to take forward a shared approach with common goals and outcomes in relation to community policing. Following the consultation, a revised performance framework has been developed which cements the ongoing partnership approach and reflects the shared vision to build safer communities for all, with recognition of a reduction in overall funding levels.



## **8. Background reading/external references**

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8.1 None.

## **9. Appendices**

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9.1 Appendix 1 - Partnership Agreement

9.2 Appendix 2 - Description of Service

9.3 Appendix 3 - Performance Framework



**PARTNERSHIP AGREEMENT  
IN RELATION TO**

**THE PROVISION OF TARGETTED COMMUNITY  
POLICING THROUGH FAMILY AND HOUSEHOLD  
SUPPORT AND YOUTH JUSTICE SERGEANT**

**BETWEEN**

**THE CITY OF EDINBURGH COUNCIL**

**AND**

**THE POLICE SERVICE OF SCOTLAND**

## **PARTIES**

- (1) The City of Edinburgh Council, constituted under the Local Government etc. (Scotland) Act 1994 and having its principal office at Waverley Court, 4 East Market Street, Edinburgh, EH8 8BG (“**Council**”)
- (2) The Police Service of Scotland, established by the Police and Fire Reform (Scotland) Act 2012 (“**Police**”)

## **BACKGROUND**

- (A) The Council has agreed to pay funding to the Police to assist it in carrying out certain services, in line with Council priorities.
- (B) This agreement represents the clear intentions of the parties in relation to the funding and the provision of targeted community policing services in the City of Edinburgh in respect of violence reduction, crime and antisocial behaviour in line with the 2020-2023 Community Safety Strategy, agreed local priorities and in supporting local communities.
- (C) This agreement sets out the terms and conditions on which the funding is provided by the Council to the Police.
- (D) These terms and conditions are intended to ensure that the funding is used for the purposes for which it is provided by the Council.
- (E) The agreement refers solely to the provision of additional funded officers and does not reflect core policing services delivered by Police Scotland.

## **1 DEFINITIONS AND INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement:

**Agreement:** this agreement is between the Council and the Police.

**Appendix/Appendices:** an appendix/the appendix attached to and forming part of this Agreement.

**Divisional Commander:** The Divisional Police Commander for Edinburgh.

**Funding:** the funding to be provided by the Council to the Police in accordance with clause 3.

**KPIs:** the key performance indicators as set out in Appendix 1B.

**Services:** the services to be provided by the Police as set out in Appendix 1A.

**Term:** the period during which this Agreement is in force as set out in clause 2.

- 1.2 Clause, Schedule, and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Appendices form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Appendices.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to writing or written includes faxes and e-mail.
- 1.9 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

## **2. TERM OF AGREEMENT**

- 2.1 This Agreement shall commence on 1 April 2020.
- 2.2 This Agreement shall expire on 31 March 2021 unless terminated earlier by either Party in accordance with clauses 11.1.,11.2

### **3. PAYMENT OF FUNDING**

3.1 The Council shall pay to the Police the sum of £478,000 by way of quarterly installments in arrears following the submission of invoices and abstraction rates. This payment will be made in equal quarterly installments, in arrears, and only following submission of invoices and activity report, which are approved by the council, including details of any unauthorised abstraction rates. Where abstractions from Community Policing resource occur, full compensatory backfill will be provided by Police Scotland at the same level of capability, which will be fully detailed in the invoice and activity report submissions.

3.2 8 Family and Household Support Officers (Police Constable rank). All deployed Police Officers under this agreement should have relevant experience of at least two years' service as a police officer. Officers on restricted duties may be used within these posts.

The Youth Justice Officer (Police Sergeant) must have been substantively promoted to the rank of sergeant and possess the necessary experience of working in this area of policing. The officer concerned must be medically fit and deployable to carry out the duties in full, in accordance with the role profile.

Funding to cover and support local community projects and initiatives and resulting overtime payments. Funding to support development of service delivery, including targeted preventative and early intervention activity associated with reduction of anti-social behaviour and nuisance behaviour within the city.

Funding allocation will be subject to agreement between both parties and align with strategic objectives as set out under the 2020-2023 Community Safety Strategy.

Full job descriptions must be agreed with the City of Edinburgh Council for all funded posts and included in this document.

**TOTAL** **£478,000**

### **4. PURPOSE OF FUNDING**

4.1 The Police shall use the Funding only for the delivery of the Services in accordance with the terms and conditions set out in this Agreement. The Funding shall not be used for any other purpose without the prior written agreement of the Council.

### **5. STANDARD OF SERVICE**

5.1 The Police shall provide the Services to the Council.

5.2 Both Parties recognise that the delivery of the Services depends upon full co-operation between the Parties

5.3 The Police shall keep the Council informed of the progress in providing

the Services and contribute to the quarterly activity information report provided to the Policy and Sustainability Committee set out in Appendix 1c with accompanying commentary.

- 5.4 The Police will identify the senior Police officer(s) responsible for supervising these matters ("**Authorised Police Officer(s)**"). For the purpose and Term of this Agreement, this officer is the Partnership Superintendent, or Partnership Chief Inspector, in his/her absence.

## **6. INSTRUCTIONS TO DIVISIONAL COMMANDER FOR CITY OF EDINBURGH DIVISION**

- 6.1 It is recognised that the Divisional Commander has responsibility for resource deployment. The Council will provide details of officers who are authorised to identify priorities and instruct the Services on an individual basis. For the Term these officers ("**Authorised Council Officers**") are as follows but may be subject to change:

- Executive Director of Communities and Families;
- Head of Safer and Stronger Communities;
- Senior Manager Quality, Governance and Regulation;
- A named deputy in the absence of any of the officers listed in this clause 6.1.

- 6.2 The Council will advise Police Scotland of any changes to the list of Authorised Council Officers as soon as practicable after the changes are made.

## **7. ABSTRACTIONS**

- 7.1 The Police are responsible for providing frontline staff to deliver the Services.
- 7.2 The Police shall ensure that the Services are not subject to disruption because of staff abstractions for any other Police duties
- 7.3 The Police shall provide the Council with the rate of staff abstractions for a given period during the Term.
- 7.4 Abstraction rates. Approved abstractions are defined as annual leave and compensatory rest days, absence due to illness, mandatory police training, events and major festivals in the city centre or unanticipated/unplanned major incidents e.g. severe weather, terrorist incident etc., (N.B. such unforeseen major incidents may require the deployment of Community Police Officers to warn and inform or reassure residents across the city).
- 7.5 Compensatory abstractions; These abstractions will be recorded by the Police. They will detail when officers are removed from their Community Policing role within their Locality to other duties i.e. Public Order, Authorised Firearms duties, or emergency response policing. These will be calculated for each Locality/Area command within the Division and will ensure that additional, in kind community policing work is carried out by Police Officers of commensurate rank and capability (wholly funded by Police Scotland) to provide recompense for any days lost. This will be formally recorded, and approval sought, in advance from an Authorised Council Officer, normally the Senior Manager, Quality, Governance and Regulation

## **8. DISCLOSURES AND INFORMATION SHARING**

- 8.1 The parties agree that the Information Sharing and Disclosure Protocol shall be utilised during the Term to support the Community Improvement Partnerships (CIPs) and as required in other processes.

## **9. MONITORING ARRANGEMENT**

- 9.1 In monitoring and measuring the Services provided, both parties will have regard to the outcomes associated with the 2020-2023 Community Safety Strategy and Key Performance Indicators (KPIs) (appendix 1C).
- 9.2 The Police will ensure that the performance of the Services is in accordance with the KPIs and that they are conducted by appropriate staff and are sufficiently supervised. If the Council has concerns about the progress of individual matters or the performance of the Services it should raise these with the Authorised Police Officer(s).
- 9.3 Where the Council has concerns which have not been resolved by the Authorised Police Officer(s) after having been notified under clause 9.2, it should raise these concerns directly with the Divisional Commander.
- 9.4 The Authorised Police Officers and one of the Authorised Council Officers instructing the services will meet on a quarterly basis to review

management information and performance.

- 9.5 Police Scotland will assist in the preparation of a report in line with council guidelines and timescales for the Culture and Communities Committee on a quarterly basis and attend the meeting to present the report and respond to any questions regarding performance.
- 9.6 Council Internal audit will review the funding provided in line with best value principles.
- 9.7 Council funding and resource allocation must be included in all future Policing plans for the city.

## **10. REVIEW ARRANGEMENTS**

- 10.1 The Council and Police shall review the arrangements within six months of the end of the contract. As part of the review to be carried out in accordance with clause 10.1, the Council will advise the Police of any matters which are expected to have an impact on the funding of Police services.
- 10.2 As part of the review, the Police shall advise the Council of any matters which are expected to have significant impact on the delivery of the Services or of future services following expiry of the Term.

## **11. VARIATION/TERMINATION**

- 11.1 This Agreement may be varied in writing with the agreement of both parties.
- 11.2 This agreement can be terminated by either party with one month's written notice being submitted to the other party.

## **12. NO PARTNERSHIP OR AGENCY**

- 12.1 Nothing in this Agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as specified by the terms of this Agreement.

## **13. SEVERABILITY**

- 13.1 If any of the provisions of this Agreement are judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.

## **14. ENTIRE AGREEMENT**

- 14.1 This Agreement contains the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter.

## **15. GOVERNING LAW AND JURISDICTION**

- 15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of Scotland.
- 15.2 The parties irrevocably and exclusively agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or



in connection with the Agreement or its subject matter.

16. **IN WITNESS WHEREOF** this document has been executed by the parties as follows:

**Signed by and on behalf of The City of Edinburgh Council**

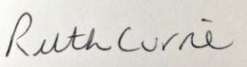
By 

On 08 October 2020

Alistair Gaw

Executive Director for Communities and Families

In the presence of

By  (Witness)

On 08 October 2020

Ruth Currie

4 East Market Street

Edinburgh

EH8 8BG

**Signed by and on behalf of Police Service of Scotland**

By.....(Authorised Signatory)

On.....(Date)

.....(Print name)

And/in the presence of

By.....(Witness)

.....(Print name)

.....(Witness address)

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### Description of Services

There are 9 posts funded from the £478.000 grant. This comprises

- 8 Community Police Officers based in the Family and Household Support teams, 2 in each locality
- One Youth Justice Sergeant
- Residual budget additional resource provision, including mutually agreed overtime allocation for specific community policing initiatives and community engagement to tackle antisocial behaviour, disorder and crime.

### Family and Household Support (FHS) Officers

This activity is intended to focus on joint information sharing and operational activities to ensure early and effective interventions leading to more sustainable outcomes, replicating the success of work undertaken in 'Stronger North'. Eight officers, two in each locality, will be embedded in the FHS service. Officers will work alongside the service to achieve short and long term, sustained behaviour change to reduce the impact of family based offending and antisocial behaviour, potentially leading to enforcement action, eviction and/or family breakdown. Activity will be aligned to the Council key strategic objectives as set out in the 2020-2023 Community Safety Strategy.

### Abstraction protocols

Community Police Officers will be able to 'book on' their meetings and commitments locally through the Police Scotland SCOPE (HR) system in a manner that ensures they can honour their appointments in the majority of cases.

- 2.1 Abstraction rates. Approved abstractions are defined as annual leave and Compensatory rest days, absence due to illness and mandatory Police training or unanticipated/unplanned major incidents and events, major festivals within the city centre. e.g. severe weather, terrorist incident etc., (N.B. such unforeseen major incidents may require the deployment of Community Police Officers to warn and inform or reassure residents across the city).
- 2.2 Compensatory abstractions; These abstractions will be recorded by the Police. They will detail when officers are removed from their Community Policing posting to other duties; Public Order, Authroised Firearms duties, or emergency response policing. These will be calculated for each Locality/Area command within the Division and will ensure that additional, in kind community policing work is carried out by Police Officers of commensurate rank and capability (wholly funded by Police Scotland) to provide recompense for any days lost. This will be formally recorded, and approval sought, in advance from

an Authorised Council Officer, i.e. Senior Manager Quality, Governance and Regulation.

### Monitoring and Reporting

Monitoring will take place through

- the local CIPs, with information on activities, outputs and outcomes monitored through the Council analytical resource. The analysts will then prepare monitoring and evaluation reports for the local and city-wide CIPs.
- FAHST Officers will complete regular (daily) intelligence and activity reports, which will be provided to the Family and Household Support Teams to agree priority actions.
- Quarterly reports to the Culture and Communities Committee will be created collaboratively between the Family and Household Support Service, FAHST Police Officer team and approved by the Divisional Commander or their deputy and Director of Communities and Families.

### **Youth Justice Sergeant**

The Youth Justice Sergeant will be a named individual. Key strategic and operational roles will include:

Ensuring the provision of information based on police systems, to inform the work of the Young People's Sub-group of the multi-agency Edinburgh Community Safety Partnership (ECSP).

To contribute to strategic planning through participation in the Young People's Sub-group of the ECSP.

To work with lead officers in partner services to highlight and address organisational issues requiring resolution.

To act as a single point of contact on operational police issues relating to young people who offend.

To support the day-to-day multi-agency work with young people who offend across the city.

To support the operation of the Whole Systems Approach for young people age 16 plus who are offending.

To ensure that the officers of Police Scotland work within the Getting it Right for Every Child model of assessment, planning and engagement with young people

who offend.

To ensure that appropriate information held by Police Scotland is shared with colleagues in relation to antisocial behavior and offending by young people.

*Walter Res* - 08 October 2020

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## Performance Framework - Partnership Agreement

Local key performance indicator	Activity measured	Baseline	Progress e.g. Quarter to date	Year to date	RAG status/trend	Notes
Current Vacancy Level <i>Source = Police</i>	Vacancy level at month end	Last year				8 Family and Household Support Police Officers 1 Youth Justice Sergeant
Abstraction rate (%) <i>Source: police abstraction rate</i>	Abstraction from community duties within their allocated locality due to ill health, annual leave, and mandatory training.	Last year				Routine abstractions
Compensatory Abstractions	Number of days, where officers are abstracted from role/Locality i.e. for non-funded duties; i.e. public order, firearms	Last year				% of time
Youth Justice Sergeant	Activities undertaken					Further discussion required with Youth Justice Services

*Michael Res* 08 October 2020

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by virtue of paragraph(s) 8, 9 of Part 1 of Schedule 7A  
of the Local Government(Scotland) Act 1973.

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