

## Statement of Particulars – Part Two – General Terms of Employment

### 10. Terms and Conditions of Employment

- 10.1. The terms and conditions of your employment are set out in this Statement of Employment Particulars, together with various national and local collective agreements currently in force.
- 10.2. The main collective agreements governing your terms and conditions of employment are the Employment in Hampshire County Council Agreement 2007 (“the [EHCC Agreement](#)”) and the National Joint Council for Local Government Services National Agreement on Pay and Conditions of Service (“the Green Book”).

The [EHCC Agreement](#) covers the following areas:

Security of Employment	Other Allowances and Payments
Development and training	Fees and royalties
Equality and Diversity	Reimbursement of Expenses
Terms and Conditions of Employment	Other expenses
Arrangements for Review and	Arrangements for Payment of Salaries
Resolution of Disputes	Annual leave
Working Hours and Flexible working	Types of Leave
hours scheme (Flexi time)	Change of work base
Sick Pay	Notice Periods
Shift working, Night Working and	Loans to Employees
Weekend Working*	Pay and Grading
Overtime Payments*	Scheme of personal accident benefits
Standby, Sleeping-in	for employees and others
Acting Up	

\*Your pay in respect of weekend working and overtime will be calculated in accordance with clause 16 .

- 10.3. The [EHCC agreement](#) and other collective agreements may be updated and amended from time to time following consultation with the relevant trade unions to reflect the changing operational needs of the authority.
- 10.4. The Green Book covers the following areas, amongst others:

Official Conduct	Sickness Scheme
Health, Safety and Welfare	Maternity Scheme*
Temporary Employees	Continuous Service*

*\*with local improvements*

- 10.5. You can view all of the above agreements in electronic form online or in hard copy form by contacting your line manager or Human Resources.

**11. Rehabilitation of Offenders Act/ Criminal Records Check**

- 11.1. If your post is subject to the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975, as amended, you will have been notified in your offer letter and a criminal records check would have been completed on your appointment to this post, this is because the post involves working directly with vulnerable groups.

- 11.2. It is a condition of your employment that you notify your line manager immediately if you are convicted, cautioned, reprimanded or warned in relation to any criminal offence. If you are convicted, cautioned, reprimanded or warned in relation to any criminal offence your continued employment will be reviewed, and you may be dismissed. If you fail to notify your manager of any such convictions, cautions, reprimands or warnings, this will be treated as a disciplinary offence and may also result in dismissal.

**12. Non-Police Personnel Vetting (NPPV)**

- 12.1. If your post is subject to NPPV you will have been notified in your offer letter.
- 12.2. Where NPPV was obtained on your appointment to this post, It is a condition of your employment that you notify your line manager immediately of any changes in your personal circumstances which may be of relevance to your clearance.
- 12.3. NPPV clearance is subject to renewal every 3 years but may be reviewed earlier if any relevant information is made known. Should your clearance be withdrawn then your continued employment will be reviewed, and you may be dismissed.

**13. Registration with Professional Bodies**

- 13.1. If registration to a professional body is an essential requirement for your post, such as HCPC, failure to maintain registration may result your dismissal.

**14. Codes of Conduct**

- 14.1. The Council requires all employees to maintain high standards of conduct. The Council's Code of Conduct applies to your employment. A copy of the current Code of Conduct is available on Online or from your manager.
- 14.2. You will also be required to comply with any professional codes of conduct applicable to you.
- 14.3. Failure to comply with any professional codes of conduct or with the Council's Code of Conduct could result in action being taken against you under the

Council's Disciplinary (Managing Misconduct) or Managing Performance Policies.

**15. Shift Working**

- 15.1. If shift working is a requirement of your role it will be outlined in your offer letter. Payment/allowances for shift working will be paid, in accordance with the rules set out in the [EHCC Agreement](#), which is available online or from your manager or from Human Resources.

**16. Additional Remuneration**

- 16.1. Payment/allowances for the below are called "Premia Payments":

additional hours worked up to 37 hours;  
above 37 hours; and  
unsocial hours working

- 16.2. If applicable ("Premia Payments") will be paid, if applicable, in accordance with the rules set out in the [EHCC Agreement](#), which is available online or from your manager or from Human Resources. However, the rates of premia payment which will apply to you will be the rates set out in the "Premia payment rates 2011" document which is available online or from your manager or from Human Resources, or at the rates contained in any collective agreements between the Council and its recognised Trades Unions, as agreed from time to time, after the date that this Statement of Employment Particulars was sent to you.

- 16.3. The Council has the right as a term of your employment to reduce the rates payable to you for Premia Payments. Before reducing the rates for Premia Payments in accordance with this clause, the Council will undertake reasonable consultation with you and provide reasonable notice of any such reduction.

- 16.4. Depending on the nature of your role, you may be entitled to further payments and allowances (including Market Supplements). Not all roles at Hampshire County Council are eligible for such payments. Your Offer Letter will have informed you if your role attracts further payments. This Statement Of Particulars, along with relevant appendices sets out the relevant provisions of EHCC 2007 which details the circumstances under which such payments could apply and the rates applicable.

**16.4.1. Sleep In's**

- 16.4.2. If your role requires Sleep in's it would be stated in your offer letter.

- 16.4.3. Where stated in your offer letter, in addition to the standard working week, you will be required to sleep in the establishment in accordance

with the sleeping in roster and thereby be available for duty when called during hours outside the waking day. You will receive payment for sleeping in when required to do so, in accordance with [EHCC Agreement](#), which is also available on online or from your manager or from Human Resources.

**16.4.4. Standby and call out**

16.4.5. If your role requires Standby or Call out duties it would be stated in your offer letter.

16.4.6. Where stated in your offer letter, you will be required to take part in the standby and callout rotas which operate within your team. Payment for standby and callout rotas will, if applicable, be made in accordance with the rules set out in the [EHCC Agreement](#), which is also available online or from your manager or from Human Resources.

**17. Qualifications**

17.1. It is a condition of your employment that you renew and maintain all statutory qualifications held when appointed to this post, and any subsequent qualifications gained during your employment that have been funded by Hampshire County Council. It is further a condition of your employment that you must inform your line manager in the event that any qualification lapses. Should a qualification deemed essential to your role lapse, for any reason, then your continued employment in this role will be reviewed and you may be dismissed.

**18. Deductions from Salary**

18.1. The Council reserves the right to make the following deductions from your salary, as appropriate:

repayment of pay for hours not worked;

repayment of an advance of pay;

repayment of outstanding loans;

leave taken in excess of entitlement;

any other overpayments or amounts owing by you to the Council.

18.2. Upon termination of your employment for whatever reason, all outstanding loans and interest will be immediately repayable as a debt, as will funding for training and/or relocation, in accordance with the [EHCC Agreement](#). Any such sums will be deducted from any amounts due to you upon leaving, including any salary due.

**19. Flexible Working Hours Scheme**

- 19.1. Hampshire County Council operates a flexible working hours scheme, where practicable and agreed with your manager/department. Details of this, and who is covered by the scheme, can be found in the [EHCC Agreement](#) which is available online or from your manager or from Human Resources.

**20. Maternity, Paternity, Shared Parental and Adoption Leave**

- 20.1. All staff are eligible for unpaid leave and you may be eligible for paid maternity, paternity, shared parental and adoption leave provided you have the relevant continuous service in accordance with the council's policy.

**21. Parental Leave**

- 21.1. All employees with at least one year's continuous local government service who have responsibility for a child aged under five are entitled to 18 weeks unpaid parental leave for each child.

**22. Additional Leave**

- 22.1. All employees are also entitled the below providing you satisfy the relevant conditions of employment. All terms and conditions relating to any type of leave can be found in the councils policies which cover for example:

- Compassionate leave
- Time off for Service in non-regular forces
- Time off for dependants
- Time off for public duties
- Time off to attend an interview

**23. Sickness Absence**

- 23.1. Your entitlements during any absence due to sickness or injury are as set out in the Green Book.
- 23.2. In the event of absence due to sickness or injury, you must follow the reporting procedures specified in the Council's Managing Sickness Absence Policy and those contained in any departmental instructions. Failure to follow the reporting procedures could result in action being taken against you under the Council's Managing Misconduct Policy and/or loss of pay.
- 23.3. If you are incapable of performing your duties by reason of injuries sustained wholly or partly through the actionable negligence, nuisance or breach of statutory duty of any third party, then all payments made to you by the Council by way of remuneration during your period of incapacity shall, to the extent that compensation is recoverable from that third party, constitute loans by the Council to you (notwithstanding that as an interim measure income tax has been deducted from payments as if they were emoluments of employment). Any such payments shall be repayable by you when and to the extent that you

recover compensation for loss of earnings from that third party by legal action or otherwise. You are required to use all reasonable endeavours to recover any compensation due to you from the third party.

**24. Notice**

24.1. The minimum periods of notice required to terminate your employment are as follows:

<b>Staff graded at</b>	<b>Notice to be given by Employee</b>	<b>Employer</b>
Grade A to E	1 calendar month	1 calendar month minimum for the first four years of service plus one week for each additional year of continuous employment between 4 and 12 years, to a maximum of 12 weeks
Grades F & G	2 calendar months	1 calendar month minimum for the first four years of service plus one week for each additional year of continuous employment between 4 and 12 years, to a maximum of 12 weeks
Grade H and above	3 calendar months	3 calendar months

24.2. Your notice should be given in writing to your line manager.

24.3. Nothing in this clause shall prevent the Council from ending your employment without notice or pay in lieu of notice in appropriate circumstances.

24.4. On the termination of your employment for whatever reason you shall immediately return to the Council all items of property belonging to the Council or relating to the Council's business that are in your possession including but not limited to all books, documents, papers, computer hardware, computer software (including copies), materials, security and ID passes, tools, keys and vehicles.

**25. Health, Safety and Welfare**

- 25.1. The Council has a duty to ensure the health and safety of its employees and you as an employee also have a duty to work safely, not to put others at risk and to co-operate with the Council to ensure compliance with health and safety legislation. The Council has prepared a written statement of its health and safety policy and a copy is available on online at your place of work, from your manager or from Human Resources. You have a statutory duty to observe all health and safety rules and to take all reasonable care to promote the health and safety at work of yourself, fellow employees, colleagues and any third parties you come into contact with as part of your employment.

## **26. Bequests & Gifts**

- 26.1. It is a condition of your employment that you do not accept bequests and/or gifts from:

service users; or  
family of service users; or  
relatives of service users; or  
friends of service users.

- 26.2. Should a service user, a member of their family or a friend of a service user:

bequeath you a sum of money or a specific gift in their will; or  
indicate that they intend to bequeath you a sum of money or a specific gift in their will; or  
offer you a gift  
then you must report this to your line manager.

- 26.3. If you accept such a bequest or a gift or fail to report such a bequest or gift, then action (including dismissal) may be taken against you under the Council's Managing Misconduct Policy.

## **27. Political Restriction**

- 27.1. If your post is politically restricted under the Local Government and Housing Act 1989, this will be detailed in your offer letter. This places restrictions on the political activities you can undertake. Further information can be found on the council's intranet.

- 27.2. You are not eligible to stand for office as a member of Hampshire County Council but may participate in District, Borough, Unitary or Parish Council activities, provided that any resulting conflict of interest is declared.

## **28. Disciplinary Procedure**

- 28.1. The Council's policy on Managing Misconduct applies to you and is amended from time to time. The policy itself does not form part of your terms and conditions.

- 28.2. The working procedures and responsibilities that apply to you are contained in the Code of Conduct, Standing/Financial Orders and in any rules or documentation in your department which your line manager brings to your attention. In addition, the Managing Misconduct Policy gives examples of the types of conduct which are unacceptable and which could lead to disciplinary action. The Managing Misconduct Policy also explains the stage(s) available to you if you are dissatisfied with a decision.
- 28.3. The Managing Misconduct Policy also sets out the special arrangements that exist for handling disciplinary issues during your first two years of service with the Council.
- 28.4. The Managing Misconduct Policy is available online, from your manager or from Human Resources. If you require a copy prior to your start date then please inform your line manager.

## **29. Managing Unacceptable Performance**

- 29.1. The Council's policy on Managing Performance applies to you and is amended from time to time. The policy itself does not form part of your terms and conditions.
- 29.2. The policy also sets out the special arrangements that exist for handling performance issues during your first two years of service with the Council.
- 29.3. The Managing Performance Policy is available online, from your manager or from Human Resources. If you require a copy prior to your start date then please inform your line manager.

## **30. Grievance Procedure**

- 30.1. The Council's policy on managing grievances (known as Resolving Workplace Issues Policy) applies to you and is amended from time to time. The policy itself does not form part of your terms and conditions.
- 30.2. If you have a grievance relating to your employment, then you should discuss the matter initially with your immediate supervisor in accordance with the Resolving Workplace Issues Policy. The Resolving Workplace Issues Policy also explains the further stage(s) available to you if you are dissatisfied with the outcome.
- 30.3. A copy of the Resolving Workplace Issues Policy is available online, your manager or from Human Resources. If you require a copy prior to your start date then please inform your line manager.

## **31. Reporting Concerns at Work**



31.1. The Council considers that all staff have a duty to report irregularities and bad practice within the operations and services of the Council.

31.2. A copy of the procedure that you must follow to report concerns at work is available online at your place of work or from your manager.

## **32. IT Policy/E-mail Monitoring**

32.1. If you have access to the Council's computer systems and communications network, then the Council's Corporate Acceptable Use Policy, including the Council's "E-mail, Internet, Intranet and Monitoring Policy", applies to you. It is a condition of your employment that you abide by the Council's policies as amended from time to time however the policy itself does not form part of your terms and conditions. A copy of these policies are available online, or from your manager.

32.2. Failure to comply with the "Corporate Acceptable Use Policy" and the "E-mail, Internet, Intranet and Monitoring Policy" may lead to disciplinary action, including summary dismissal, under the Managing Misconduct Policy.

32.3. As part of the E-mail, Internet, Intranet and Monitoring Policy, in certain circumstances (including cases where there is evidence of some crime or other unlawful or unauthorised use of the Council's IT systems), the Council has the right to access personal and private communications. This right will only be exercised with the approval of the Head of Human Resources, or designated representative, in conjunction with the Head of IT Services and relevant Senior Manager and after an impact assessment has been undertaken in accordance with guidance set by the Information Commissioner.

## **33. Data Protection**

33.1. Personal data is held, by Hampshire County Council, about people employed by all of the departments within the Council.

33.2. For the purposes of the General Data Protection Regulation 2016 and the Data Protection Act 2018 (together referred to as the Data Protection Legislation) the Council is the data controller. The Council may collect your personal data and share it with other organisations in accordance with our policies and procedures (as amended from time to time) for the purposes of recruitment and employment and as otherwise permitted by law.

33.3. You are required to familiarise yourself with the requirements of the Council's data protection policies and procedures and to comply with their provisions, including undertaking mandatory learning or training requirements. Details of these requirements can be found online.

33.4. Further information about how the Council may use and share your personal data your rights in respect of your personal data and your obligations in respect of handling the personal data of others is available online or from your manager or from Human Resources.

33.5. Where you provide a personal email, this may be used by Hampshire County Council in communicating relevant information regarding your employment and / or benefits.

#### **34. Pensions**

34.1. If you are below age 75 and your employment is intended to be for three months or more you will automatically join the Local Government Pension Scheme (LGPS) upon commencement of your employment with Hampshire County Council (HCC).

34.2. If you are below age 75 and your employment is intended to last for a period of less than three months you will not be automatically enrolled into the Local Government Pension Scheme (LGPS) unless your employment continues beyond three months. However, you can choose to join the LGPS at any time. If your employment does continue beyond three months or your contract of employment is amended, so that you will accrue more than three months continuous employment you will be automatically enrolled into the LGPS from the beginning of the fourth month and you can choose to backdate your membership to your original start date.

34.3. The LGPS is provided by Hampshire Pension Fund and is a registered public service scheme under Chapter 2 of Part 4 of the Finance Act 2004 and is a qualifying pension scheme for the purposes of Government Workplace Pensions legislation.

34.4. We must continue to maintain your membership of the LGPS (unless you personally choose to opt out of membership of the scheme or cease to be eligible for membership), and we must ensure the scheme continues to meet certain government standards.

34.5. If we were ever to cease to offer you membership of the scheme, or you cease to be eligible for membership of it whilst in our employment, or we change the scheme in such a way that it no longer meets the government standards, we would, if you are under age 75 and earn more than the minimum amount set by the government, immediately have to put you into another scheme that meets those government standards.

34.6. If you are an existing employee taking up a new role within HCC, one of the following options will be applicable to you:

- 34.6.1. If you retain your Personnel Number and are already an existing member of the LGPS, you will automatically continue your membership of the scheme. If your pay reduces, or if your pay is frozen under a protection arrangement, this could impact on your pension. Further information about the implications and options for you can be obtained on the pension's website at [www.hants.gov.uk/hampshire-services/pensions/local-government](http://www.hants.gov.uk/hampshire-services/pensions/local-government)
- 34.6.2. If you retain your Personnel Number but were not previously a member of the LGPS, entry to the Scheme will not be automatic; to join the LGPS please raise an enquiry through ESS.
- 34.6.3. If you have a new Personnel Number for this position, you will automatically join the LGPS upon commencement of this employment providing you meet the necessary entry criteria. If you have multiple employments, then each separate employment will have separate membership to the LGPS.
- 34.6.4. If you were a member of the Teachers' Pension Scheme (TPS) under your previous role with HCC, membership of the TPS will automatically cease and you will automatically join the LGPS upon commencement of this employment providing you meet the necessary entry criteria. Membership of the TPS cannot be retained unless you are moving into a designated teaching post. The County Council will seek to effect this change on your behalf, but it is your responsibility to ensure that the transfer to LGPS takes place in accordance with, and in the timescales required by, the terms of the relevant pension schemes. Failure to do so may damage your pension entitlements.
- 34.7. Joining the LGPS requires pension contributions to be deducted from your pay and these can only be refunded if you elect to leave the scheme within 3 months of entry. You can only leave the scheme by completing a valid Opt Out form which is available from Pension Services.
- 34.8. If you decide to join the LGPS you also have the option to transfer previous pension rights from other pension providers (personal pensions, private sector schemes, stakeholder pensions, and public sector schemes such as the Teachers' Pension Scheme) into the LGPS. However, this transfer must be completed within 12 months of your joining the Hampshire Pension Fund.
- 34.9. Further information on how to transfer are included in the "Local Government Pension Scheme – Pension Transfer Booklet", a copy of which can be obtained from Human Resources. If you are unsure about whether to transfer your previous benefits you should seek advice from an Independent Financial Adviser.

- 34.10. Further information on the LGPS is available at [www.hants.gov.uk/hampshire-services/pensions/local-government](http://www.hants.gov.uk/hampshire-services/pensions/local-government) or obtained from Pension Services, Hampshire County Council, The Castle, Winchester, SO23 8UB, or e-mail at [pensions@hants.gov.uk](mailto:pensions@hants.gov.uk) For more general information about pensions and saving for retirement, please visit [www.gov.uk/workplace-pensions](http://www.gov.uk/workplace-pensions)

### **35. Membership of a Trade Union**

- 35.1. The Council supports the system of collective bargaining and believes in the principle of solving industrial relations concerns by discussion and agreement where possible. The Council recognises that its employees may wish to be represented by recognised trade unions.
- 35.2. You therefore have the right to join a trade union and take part in its activities. Details of the recognised trade unions and negotiating bodies are available from Human Resources.

### **36. Working Time Regulations**

- 36.1. Under the Working Time Regulations employers have a responsibility to ensure that employees' working time is monitored. Therefore, you should notify your line manager if, at any time during your employment, you have or obtain other employment within or outside HCC.

### **37. Right to work in UK**

- 37.1. It is a condition of your employment that you have and continue to have the right to work and leave to remain in the UK, in accordance with the Immigration, Asylum and Nationality Act 2006, as amended. If, for any reason, you lose the right to work and/or leave to remain in the UK, your employment will be terminated with effect from the date that your right to work and/or leave to remain expired, on the grounds that it is unlawful to continue to employ you in the UK. You will not be entitled to notice of termination of your contract or to pay in lieu of notice in these circumstances.

### **38. Intellectual Property**

- 38.1. The definitions in this clause apply in this agreement:
- 38.2. Appointment: the employment of the Employee by the Council on the terms of this agreement.
- 38.3. Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs,

rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

- 38.4. Inventions: inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.
- 38.5. The Employee shall give the Council full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by him at any time during the course of the Appointment which relate to or are reasonably capable of being used in the Council. The Employee acknowledges that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in Hampshire County Council absolutely. To the extent that they do not vest automatically, the Employee holds them on trust for the Council. The Employee agrees promptly to execute all documents and do all acts as may, in the opinion of the Council, be necessary to give effect to this clause 41.5.
- 38.6. The Employee hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which he has or will have in any existing or future works referred to in clause 41.5
- 38.7. The Employee irrevocably appoints the Council to be his attorney in his name and on his behalf to execute documents, use the Employee's name and do all things which are necessary or desirable for the Council to obtain for itself or its nominee the full benefit of this clause.