

**Employment In Hampshire
County Council 2007
(EHCC 2007)**

**Agreement Between The County
Council and Trade Unions**

Employment in Hampshire County Council 2007 (EHCC 2007)

Important note: New rates for weekend working and overtime apply from 25 July 2011

With effect from 25 July 2011, new rates for weekend working and overtime apply. This follows a process to vary individual contracts of employment for those staff who might reasonably be expected to work hours covered by the changes. The new rates do not form part of a collective agreement with the Trades Unions.

The rates that have changed are those relating to weekend working under section 11 'Weekend Working, Night Working and Shift Working' and the rates for overtime (i.e. hours worked over 37 hours per week) under section 12 'Overtime Payments' of the Employment in Hampshire County Council (EHCC 2007) collective agreement.

The rates which previously applied for weekend working under section 11 'Weekend Working, Night Working and Shift Working' and the rates for overtime (i.e. hours worked over 37 hours per week) under section 12 'Overtime Payments' of the EHCC 2007 collective agreement do not apply from 25 July 2011. All other information contained within section 11 'Weekend Working, Night Working and Shift Working' and section 12 'Overtime Payments' of the EHCC 2007 collective agreement continue to apply from 25 July 2011.

For those staff who may be asked or required to work overtime or at weekends but have not been asked to vary their contract, the manager and the employee will need to discuss the arrangements on the basis of the new rates.

The rates for weekend working, night working and overtime from 25 July 2011 are set out in the table below: -

Rates of payment for weekend working, night working and overtime - from 25 July 2011

Type	Days	Time	Rate of Payment Contracted and additional (up to & incl. 37 hours per week)	Rate of Payment Overtime (over 37 hours per week)
Days	Mon - Fri	07.00 - 22.00	Time	Time
Nights	Mon into Tues Tues into Wed Wed into Thurs into Fri	22.00 – 07.00	Time and a Third	Time and a Half
Nights	Fri	22:00 - 24:00	Time and a Third	Time and a Half
Weekend	Saturday	00:00 - 07:00	Time and a Third	Time and a Half
Weekend	Saturday	07.00 - 22.00	Time	Time and a Half
Weekend	Saturday	22.00 - 24.00	Time and a Third	Time and a Half
Weekend	Sunday	00.00 - 24.00	Time and a Half	Time and a Half
Nights	Monday	00.00 - 07.00	Time and a Third	Time and a Half
Public Holidays	...	<i>Public holiday defined as 00.00 - 24.00</i> There are 8 Public Holidays : Good Friday Easter Monday Early May Bank Late May Bank August Bank Holiday Christmas Day Boxing Day New Years Day Where a public holiday falls on a Saturday or Sunday then the Council will normally designate the next one or the following day as the designated "public holiday"	Double time plus an entitlement to time off in lieu at a later date.	Double time plus an entitlement to time off in lieu at a later date.

Employment In Hampshire County Council 2007

Agreement Between The County Council And Trade Unions

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1. Introduction

1.1 This is EHCC 2007 which wholly replaces EHCC 2000. This agreement will take effect from 1 February 2008, backdated for pay purposes (but not other terms and conditions) to 1 April 2007 following completion of negotiations on the Pay and Grading review. Part Two sections 10, 11 and 14 of the National Joint Council for Local Government Services ("the Green Book") Agreement is incorporated into this Agreement for the purposes of Sickness, Maternity and Continuous Service.

1.2 The County Council and the recognised Trade Unions GMB, Unite, UNISON, AEP and Prospect ("the parties") are committed to ensuring that employment is based on fairness, equity and equality of opportunity, and the need to meet the service needs of the people of Hampshire, with any differences in terms and conditions being based on objective criteria only.

1.3 This Agreement supersedes all previous County Council and local agreements and practices relating to issues covered by the Agreement. It can be reviewed at the request of either side through the collective bargaining machinery.

2. Scope

2.1 This Agreement will apply to all Hampshire County Council staff in Grades A to K.

It does not cover Headteachers and their Deputies, teachers, casual workers or people whose contract excludes them (eg TUPE'd employees post 1 January 2007).

Employees who transfer to Hampshire County Council prior to 1 January 2007 will assimilate to the new pay framework.

Hampshire County Council has an obligation to ensure equitable pay and benefit arrangements and will therefore review the pay and grading arrangements of staff transferred in to the council under the provisions of the TUPE regulations on an annual basis.

The intent will be to assess opportunities to align Terms and Conditions having regard to the principles of equity and fairness.

Youth workers, linked to national conditions, and Soulbury employees have separate pay arrangements and terms and conditions governing annual leave but are covered by the other terms and conditions outlined in this document .

The separate pay arrangements are not reflected in this document.

3. Single Status

3.1 The "Single Status" agreement was agreed at national level by representatives of Local Government Employers and certain Trade Unions (GMB, UNISON and TGWU) in 1997. It is based on the following principles:

to guide and encourage:

- high quality services delivered by a well trained, motivated workforce with security of employment;
- equal opportunities in employment; equality as a core principle which underpins both service delivery and employment relations; and both the removal of all discrimination and promotion of positive action;
- a flexible approach to providing services to the community, which meets the needs of employees as well as the employer;
- stable industrial relations and negotiation and consultation between local authorities as employers and recognised trade unions.

3.2 All parties accept that details of the Single Status agreement apply to all staff covered by this Agreement - 'Employment in Hampshire County Council 2007'.

4. Security of Employment

4.1 The County Council and the Trade Unions (hereafter referred to within this document as 'the parties') are committed to ensuring that the people of Hampshire receive high quality, cost effective services. The County Council already adopts a flexible approach to employment and maintains a "mixed economy" of delivery of service (i.e. services provided directly by Hampshire County Council staff, in co-operation with other public or private sector providers, or via external providers) which will continue.

4.2 The County Council and the trade unions recognise the principles of "Best Value" and will work together to ensure they are effectively applied to all the County Council's activities.

4.3 The County Council and the Trade Unions are committed to maximising the security of employment of County Council staff.

4.4 The parties acknowledge that the County Council and its workforce must adapt to changes - led, for example, by Central Government demands, advances in technology, changes in funding or funding arrangements, the employment market, practices in other organisations, etc. In particular, it is acknowledged that salary supplements to reflect market rates can be increased, reduced or removed entirely according to movements in the market.

4.5 The County Council will provide opportunities to enable staff to gain the skills required to continue their employment in the face of such changes; staff are expected to use the full range of their skills in their employment within the terms of their contract of employment with the County Council.

4.6 Additionally, the parties recognise that the working patterns of the past (where people may have followed a single career path and/or remained with a single employer throughout their working life) will not, in many cases, be practical and/or desired by individuals in the future.

4.7 The County Council recognises the need to equip staff with "transferable" skills (those that can be used in an individual's current employment as well as in alternative employment - either inside or outside the County Council).

4.8 The Trade Unions support the principle of flexibility in employment and the acquisition and use of such skills to enhance the performance and employment potential of staff. Such an approach recognises the County Council's need to remain competitive and

wish to maximise security of employment.

4.9 The parties believe that adopting flexible approaches and working flexibly are equally advantageous to the County Council and its workforce. They are essential to remain competitive against a background of Best Value and provide maximum security of employment.

4.10 Nevertheless, the parties recognise that situations will inevitably arise where security of employment is threatened. In these situations, the County Council will provide support to employees to enable them to identify and secure alternative employment and the Redeployment Procedure will apply. The procedure will be reviewed from time to time in consultation with the Trade Unions to ensure that it is still relevant and effective.

5. Development and Training

5.1 The parties recognise that effective development and training for all staff will help to maximise job satisfaction and performance, and their employment potential.

5.2 All employees will have the opportunity to discuss their development and training needs with their line manager at least once a year.

5.3 A flexible approach will be adopted to meeting these needs, as priorities require, to ensure that methods are suited to the individual and are cost effective.

5.4 The parties recognise that all employees have a responsibility towards their own development and should maximise development opportunities as they arise as far as their domestic circumstances allow and use the full range of their skills at work.

5.5 The County Council and the Trade Unions believe that the Investors in People (IiP) scheme provides an effective framework for development and training of all staff and support the IiP principles which are:

- commitment to invest in people to achieve business goals;
- planning how skills of individuals and teams are to be developed to achieve these goals;
- action to develop and use necessary skills in a well-defined and

continuing programme directly tied to business objectives;

- evaluation of progress towards goals, value achieved and future needs.

5.6 Where an employee undertakes an approved course of training, arrangements relating to reimbursement of course fees, time off, etc is detailed in the Annual leave and Time Off Policy and Expenses Policy.

6. Equality and Diversity

6.1 The County Council and the Trade Unions are committed to promoting equality and diversity in all aspects of employment and to eliminating discrimination on the grounds of age, disability, ethnic origin, gender, marital status, race, sexual orientation, religion or belief.

6.2 A review of the County Council's Equalities Strategy and policies has been done and work is now being focussed on implementation through departmental action plans.

6.3 The Trade Unions undertake to support the County Council in the application of the strategy and policies.

6.4 The County Council's Corporate Equality Objectives are published.

7. Terms and Conditions of Employment

7.1 The County Council and the Trade Unions are committed to terms and conditions of employment that:

- are compatible with the principles of fairness, equity and equality of opportunity;
- enable flexibility of employment;
- meet the service provision needs of the people of Hampshire;
- reflect current employment practices and enable the County Council to recruit and retain high calibre staff.

7.2 A common framework of terms and conditions of employment will apply to all staff groups

8. Arrangements for Review and Resolution of Disputes

8.1 Any contention that this Agreement is not being correctly applied to an individual employee will be considered under the County Council's grievance procedure except where a separate process is specified.

8.2 The procedure for resolving any collective dispute about the application of this Agreement will be in accordance with the principles of the national agreement.

9. Working Hours and the Flexible Working Hours Scheme and ("Flexi-Time")

Introduction

9.1 These arrangements will apply to all staff covered by the "Employment in Hampshire County Council" Agreement and will be effective from the date of the Agreement.

Principles

9.2 Subject to practicality of implementation, these arrangements will apply to all staff in grades up to and including Grade F.

9.3 These arrangements will be introduced into work areas subject to local operational requirements and full consultation with staff and their representatives, the constraints of the workplace and the need to consider security of staff (eg lone working considerations). The aim will always be to introduce such changes by agreement between the parties, where possible.

9.4 The principles of enabling a flexible approach to the arrangement of working hours will support and recognise the need to maximise operational/support efficiency and reflect other County Council policies and priorities (e.g. in respect of staff travel). They will also allow the personal circumstances of individual employees to be taken into account.

Working Hours

9.5 The over-riding consideration in determining the arrangement of working hours will be the need to provide effective, responsive and flexible services which meet customer needs. Effective operational/support cover, as reasonably determined by the

manager in consultation with staff, will therefore be required in all circumstances.

9.6 Standard full-time working hours will be 37 hours per week for salary calculation purposes. Part time staff will be paid at a pro-rata rate to 37 hours per week.

9.7 Working time will be arranged in a way that meets the need for service provision. The needs of individuals will also be met as far as reasonably possible.

9.8 Where operational circumstances permit, a system of flexible working hours ("flexi-time") may be applied by local agreement.

9.9 The provisions of the agreement between the County Council and the Trade Unions on the Working Time Regulations will continue to apply in the form of the separate Working Time agreement.

9.10 Some areas of work require staff to be available either at home or at their place of work to be called on if required to deal with emergency or unusual situations.

9.11 The County Council and the Trade Unions recognise the needs of staff to balance their working and home life and will therefore work to minimise overtime working.

9.12 The provisions of the Working Time Regulations and the County Council Local Agreement on working time will apply to ensure the effective protection of employees' health and safety - e.g. rest periods, daily/weekly breaks, maximum 48 hours per week average.

Flexible Working Hours Scheme Rules

9.13 Hours may be worked between 7 am and 10 pm, seven days a week.

9.14 There will be no county-wide standard core time, but local arrangements will apply where necessary to satisfy service delivery/support requirements.

9.15 Employees should not normally be more than eight hours "in debit" at any time unless by prior agreement with the manager to suit operational needs of the service (e.g. to meet the needs of seasonal variations in work loads).

9.16 Employees should not normally be more than 40 hours "in credit" at any time, unless exceptional circumstances apply and prior agreement to exceed this figure has been obtained from the manager.

9.17 Managers should review credit/debit hours on a monthly basis to ensure that the limits outlined above are not exceeded.

9.18 For calculation purposes, a full day's annual leave or sickness absence for full-time staff will count as 7.4 hours and a half day will count as 3.7 hours. Hours for staff who do not work a standard 7.4 hour day will be calculated on a pro-rata basis or according to their actual normal daily working hours as appropriate.

9.19 All flexi leave must be agreed by managers in line with operational requirements.

9.20 A maximum of ten flexi-days per year may be taken (based on standard full-time working - pro-rata for part-time staff).

9.21 Employees will be required to keep accurate records of hours worked. Managers will be responsible for maintaining suitable monitoring arrangements.

9.22 Flexi-time hours will not normally be converted to overtime hours.

9.23 Any employee who abuses the scheme will be required to work fixed hours. Disciplinary action may also be taken.

9.24 On termination of employment: working hours during an employee's notice period should be adjusted so that hours above standard are reduced to zero; managers will facilitate such adjustment; hours below standard will be deducted from pay.

9.25 Where an employee leaves for reasons over which he/she has no direct control (e.g. ill health) or in other exceptional circumstances, consideration will be given to paying credit hours at flat rate or making no deduction for debit hours, as appropriate.

10. Sick Pay

Sick pay will be determined in accordance with Part 2, Section 10 of the National Joint Council for Local Government Service ("the Green Book") Agreements.

11. Shift Working, Night Working and Weekend Working

The rates are effective from 1 April 2007.

Introduction

11.1 The County Council and Trade Unions are committed to minimising the need for shift working, night working and weekend working but recognise that these are essential to maintain effective services in some areas. Shift patterns will be arranged in consultation with employees affected taking account of the Working Time Regulations 1998.

11.2 The arrangements are designed to simplify existing arrangements and to support the underlying philosophy of the Single Status Agreement.

General Principles/Payment

11.3 Weekend, Night and Shift working payments will only be paid to staff up to and including Grade E. These payments may also be paid to staff graded above Grade E in the following circumstances:

- Where it is a critical business requirement that an essential service is delivered out of office hours (for example, maintenance of IT systems, responding to weather or other civil emergencies) or in addition to the normal work pattern for care services where 24 hour attendance is required such as residential care;
- Where staff are required to participate in a regular and frequent standby rota and are called out whilst on standby.

11.4 The arrangements described below reflect the only arrangements for which the payments specified will be made. Any previous practice or payments will be replaced by these arrangements.

11.5 Where staff are entitled to receive an enhanced rate of pay, only ONE entitlement will be paid, namely shift allowance or weekend enhancement or night working, for the same hours worked.

Definitions

11.6 Nights are defined as those hours worked between 22.00 to 07.00 on Monday, Tuesday, Wednesday, Thursday and Friday.

11.7 Weekend working can take place on a Saturday which is taken as 00.00 – 24.00 (Saturday), or Sunday which is taken as 00.00 to 24.00 (Sunday).

11.8 Rotating shifts are defined as any work pattern where the total period covered by the shifts is 24 hours:

e.g. Three shifts on a rota basis covering 24 hours including a night shift over 5 or 6 days a week, such as Monday to Friday or Tuesday to Sunday

or

Three shifts on a rotating basis covering 24 hours including a night shift over 7 days a week, such as Sunday to Sunday Earlys 06.00 – 14.00; Lates 14.00 - 22.00; Nights 22.00 to 06.00.

11.9 Alternating shifts are defined as any work pattern where the total period covered by the shifts is 11 hours or more, in any 24 hour period, and there are at least 4 hours between the start time of the earliest and latest shift. This is a two shift rota where the span of the shift pattern can be between 11 and 14 hours or more than 14 hours but less than 18 hours.

Rates of pay for night or weekend working where employees are not receiving rotating or alternating shift allowance.

Table One - Night or weekend working

Type	Time	Days	Rate of Payment Contracted hours and additional hours (up to & incl. 37 hours per week)	Rate of Payment Overtime (over 37 hours per week)
Days	07.00 - 22.00	Mon - Fri	Time	Time and a Half
Nights	22.00 – 07.00	Mon into Tues Tues into Wed Wed into Thurs Thurs into Fri	Time and a Third	Time and a Half
Nights	22.00 – 24.00	Friday	Time and a Third	Time and a Half
Nights	00.00 – 24.00	Saturday	Time and a Half	Time and a Half
Nights	00.00 – 24.00	Sunday	Time and a Half	Double Time

Nights	00.00 – 07.00	Monday	Time and a Third	Time and a Half
Weekend	00.00 Saturday - 24.00 Saturday	...	Time and a Half	Time and a Half
Weekend	00.00 Sunday - 24.00 Sunday	...	Time and a Half	Double Time
Public Holidays	<i>Public holiday defined as 00.00 - 24.00</i> There are 8 Public Holidays: Good Friday Easter Monday Early May Bank Holiday Late May Bank Holiday August Bank Holiday	...	Double time plus an entitlement to time off in lieu at a later date. Rostered staff who are not scheduled to work the Bank Holiday will still be entitled to time off in lieu.	Double time plus an entitlement to time off in lieu at a later date. Rostered staff who are not scheduled to work the Bank Holiday will still be entitled to time off in lieu.

	<p>Christmas Day</p> <p>Boxing Day</p> <p>New Years Day</p> <p>Where a public holiday falls on a Saturday or Sunday then the Council will normally designate the next one or two working days as the designated "public holiday"</p>			
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Rates of pay for employees on a rotating or alternating shift where the shift is a regular and permanent feature of their working arrangements.

The enhancement outlined in the table below will be paid on all hours worked. No additional payments can be claimed as outlined in Table One as the shift allowance is deemed to cover the “unsocial” nature of the work.

Shift payments will be paid during holidays, paid maternity leave (pro rata to the shift working worked and paid during the qualifying period) and when in receipt of pay during sickness absence in accordance with the normal entitlement.

Table Two - Shift payments

Rotating Shift (a)	Three shifts on a rotating basis covering 24 hours including night shifts over 5 or 6 days a week e.g. Monday to Friday or Tuesday to Sunday	17%
Rotating Shift (b)	Three shifts on a rotating basis covering 24 hours including night shifts over 7 days a week – e.g. Sunday to Sunday Earlies 06.00 – 14.00 Lates 14.00 - 22.00 Nights 22.00 to 06.00	20%
Alternating Shift (a)	Where the total period covered by the two shifts is between 11 and 14 hours in a 24 hour period starting at least 4 hours apart	12.5%
Alternating Shift (b)	Where the total period covered by the two shifts is more than 14 hours in a 24 hour period starting at least 4 hours apart	14%

12. Overtime Payments

Definition

12.1 When an employee, up to and including grade D, is asked to work beyond 37 hours under one single contract of employment the additional hours will be classified as overtime and the appropriate payment will be paid as defined in the table below.

12.1.1 Where an employee, who is contracted to work less than 37 hours per week, is asked to work additional hours such that the total remains less than 37 hours per week, there is no entitlement to overtime payments. Additional hours are paid as defined In the table below.

Principles

12.2 Overtime working must be agreed by the appropriate manager in advance of the time being worked.

12.3 To reduce the number of hours worked by staff beyond their contracted time, all overtime working will be kept to the minimum necessary to ensure operational effectiveness.

12.4 Flexi-hours cannot normally be converted into overtime hours.

12.5 Overtime may also be paid to staff graded above Grade D in the following circumstances:

- Where it is a critical business requirement that an essential service is delivered out of office hours (for example, maintenance of IT systems, responding to weather or other civil emergencies) or in addition to the normal work pattern for care services where 24 hour attendance is required such as residential care.
- Where staff are required to participate in a regular and frequent standby rota and are called out whilst on standby.
- Where it is a contractual requirement by the nature of the role for its responsibilities to regularly be undertaken outside of the normal range of working hours e.g. managing Great Hall functions.
- At least ten hours must be worked on the task before payment or time in lieu by agreement between manager and employee is due. A planned task would not

necessarily lead to consecutive hours worked but could be a specific task requested by the line manager which is carried out over a number of agreed sessions of overtime e.g. 4 hours, 4 hours, 2 hours. Payment or time in lieu will not be made for overtime of less than ten hours.

12.6 Overtime rates will not be paid in conjunction with night, shift or weekend working payments for any grade of employee . Only the higher rate of the two can be claimed.

12.7 Overtime rates of pay will be based on paid working weeks. The working week, for overtime purposes, runs from midnight Saturday morning to midnight the following Saturday.

	Time Period	Rate of Payment
Staff on a contract of less than 37 hours a week	Mon – Friday 07.00 - 22.00	Additional hours worked above part time contracted hours are at plain time until 37 hours per week are reached after which additional hours are at time and a half.
	Monday night – Thursday night 2200 - 0700	Additional hours worked above part time contracted hours are at time and a third until 37 hours per week after which additional hours are at time and a half
	Friday night 22.00 – 00.00	Additional hours worked above part time contracted hours are at time and a third until 37 hours per week after which

		additional hours are at time and a half
	Friday into Saturday 00.00-24.00	All hours worked are at time and a half
	Saturday into Sunday 00.00 -24.00	Additional hours worked above part time contracted hours are at time and a half until 37 hours per week after which additional hours are at double time.
	Sunday into Monday 00.00 - 07.00	Additional hours worked above part time contracted hours are at time and a third until 37 hours per week after which additional hours are at time and a half.
Staff on a 37 hour contract	Mon – Saturday 00.00 – 24.00	Additional hours at time and a half
	Sunday 00.00 - 24.00	Additional hours are at double time
All staff regardless of contracted hours	Public holidays 00.00 -24.00 defined as a public holiday (or day designated as such).	Double time and time off in lieu at a later date for hours worked (for part timers this reflects the public holiday working)

13. Standby, Sleeping In Allowances and Call Out Payments

13.1. Some areas of work require staff to be available either at home or at their place of work to be called on if required to deal with emergency or unusual situations.

Definitions

13.2. Standby is defined as any period where the employee is formally required to be available for work, and fit to fully undertake his/her duties. Standby arrangements must be agreed by the line manager in advance.

13.3. Standby is defined as any period outside of the normal working hours in a 24 hour period e.g. if the standby period starts at 5.00 pm on a Tuesday the cessation of the 24 hour period will be 4.59 pm on Wednesday.

13.4. A continuous period of standby will attract only one standby payment.

13.5. If an employee on standby is called out he/she will receive payment, in addition to the standby fee, for any time worked, excluding travel time to and from the standard workplace, at the rate for the time of day. Where appropriate, payment will be at overtime rates in accordance with section 12 Overtime Payments – only one premium will apply i.e. plain time rates if less than 37 hours are worked in the week, overtime rates where more than 37 hours have been worked, or the premium appropriate to the time of day.

13.6. Where an employee is required to be available for standby for a whole week a single weekly standby rate will apply.

13.7. In some circumstances, employees on standby will not be required to attend work but will be required to provide support for example by telephone or via a pc.

- In this case, the first 30 minutes of telephone support is included as part of the Standby payment.
- Time after the first 30 minutes will be paid at the standard rate for the time of day.
- Where appropriate payment will be at overtime rates – only one premium will apply.

13.8. An employee required to be available for standby will be paid as follows:-

Standby Rate for those on a Standby Rota	From 1 April 2023
Starts Monday – Friday (each 24 hour period)	£32.81
Starts Saturday and/or Sunday, if undertaking standby duty for up to 15 hours in a 24 hour period.	£49.21
Starts Saturday and/or Sunday, if undertaking standby duty for more than 15 hours in a 24 hour period.	£65.61
Single weekly standby rate (calculated on the basis of 4 x£32.81+ 3 x £65.61)	£328.07

*The weekend rates above should be applied to staff undertaking a standby duty on Friday, where the standby duty starts after the end of a normal working day, typically 5 pm on a Friday evening.

*The weekend rates above should also be applied for staff undertaking a standby duty during a public holiday.

Call Out – Not on Standby

13.9. Call Out – Not on Standby – there will be occasions when an employee is not on standby but nevertheless gets “Called Out” at short notice to attend work ‘on site’ in response to an unplanned emergency situation. Typically, this might be a caretaker responding to the police with regard to a school break in or similar. When an employee NOT on standby is required to attend work this will be paid at the appropriate hourly rate for all hours worked, excluding normal travel time to standard place of work.

Sleeping In

13.10. Sleeping-in Duty – in some County Council services staff will be required to be available for work on a ‘sleeping in’ basis outside of their contractual working hours. The sleeping-in payment incorporates the first 30 minutes call-up as part of the payment.

Payment beyond 30 minutes, for any time worked, will be at the appropriate night rate.

13.11. An employee required to be available for Call Out – Not on Standby duty or Sleeping-in Duty will be paid as follows:-

Not on Standby and Sleeping In rate	Rate (updated 1.4.22)
Call Out rate for those not on Standby Rota	£25.00 per occasion
Sleeping in Payment	£40.76* per occasion

13.12 Payments for standby and sleeping-in duties (as asterisked above) will be reviewed in line with the annual pay awards.

14. Acting Up

14.1 The County Council and the Trade Unions recognise that a facility for employees to Act Up, on a temporary basis offers benefits to both the employee and the County Council.

- For an employee, it can provide valuable development and experience to enable them to enhance their current role or prepare them for future roles.
- For the County Council, it offers the potential to fill short term gaps caused, for example, through sickness absence, maternity leave, or a job vacancy.

14.2 The circumstances in which such arrangements might attract payment are covered in Hampshire County Council's salary policy. Typically employees will "Act Up" into a different role.

14.3 Where an employee takes on additional responsibilities that are not "Acting Up" then the line manager needs to assess whether the employee can accommodate the duties within the normal range of hours and consider whether the circumstances are exceptional to warrant consideration of a Special Recognition Scheme and not as an allowance – see Salary Policy Guidance

15. Other Allowances

15.1 Designated First Aiders - £120 per year.

A manager may designate a first aider, from amongst staff who hold a qualification approved by the HSE, to provide first aid to staff and others at their work base, as necessary. They may also take delegated responsibility for the checking and maintenance of first aid resources - medical box, information, updating of local procedures, etc. The designated first aider will receive the first aid allowance.

This allowance is not payable to qualified first aiders or persons 'appointed' to look after checking and maintenance of first aid resources - medical box, information, updating of local procedures, etc who are not designated as a first aider for their work base.

15.2 Emergency Planning Volunteers - £100 per year

15.3 **Overseas Allowance** where an employee is required to live and work overseas an annual allowance will be determined to take account of the employee's personal circumstances and the relevant cost of living differential between the UK and the relevant country.

15.4 Working from Home Allowance

15.4.1 The County Council recognises that there are some roles where it is a requirement for an employee to work at home. In such cases the County Council will make a financial contribution towards the employee's additional costs.

15.4.2 Working from Home will only apply where:

- an appropriate risk assessment will be carried out before home working commences and mechanisms put in place to ensure that the employee is appropriately supported.
- it has been established that such working will not unreasonably impact on the employee's health and safety, and
- there are suitable facilities at the employee's home to effectively carry out the role

and

An allowance for working from home will only apply where:

- the conditions in 15.4 (or just above) above are met, and
- home working is a management requirement
- home working is a requirement of the job,
- the employee does not have a dedicated workspace on County Council premises, and
- the employee fulfils the majority of their duties at home.

15.4.3 Effective 1 October 2021, where the criteria above are fully satisfied, an allowance aligned to the working at home rates as published on HMRC gov.uk, currently £6 per week.

15.4.4 Aligned to the HMRC rate means that the allowance would be set at the same rate as the HMRC taxable allowance and would track this in future i.e., if the HMRC rate were to increase or decrease then the EHCC Allowance would also increase or decrease by the same amount.

15.4.5 This allowance will be paid on pro-rata basis or according to the employee's full time equivalent working hours, in twelve equal instalments with the employee's salary.

15.4.6 This payment will not be subject to income tax and national insurance deductions.

15.4.7 Employees that are entitled to the allowance prior to 1 October 2021, will receive the allowance as detailed in the Salary Policy.

15.5 An employee who works at home may be required to attend County Council premises e.g. to meet with his/her manager, work colleagues or others, to plan and/or review work, etc. Reasonable travelling expenses will be paid in accordance with County Council policy except that, where the employee's home is a considerable distance from such premises (eg because he/she lives outside Hampshire), a maximum mileage limit may be set by the employee's line manager.

15.6 Cases involving suspension, disciplinary or grievance proceedings should be reviewed as special cases by management.

15.7 Further information about Homeworking within HCC can be found within the Flexible Working Requests policy and How to Guide.

16. Other Payments

16.1 The Council will pay for an Eyesight Test which satisfies the requirements of its Display Screen Equipment policy.

16.2 Guidance as to the payments in addition to basic salary that attract pension deductions can be found alongside the salary policy guidelines.

17. Fees And Royalties

17.1 The County Council and the Trade Unions acknowledge that it may be mutually beneficial to individual employees and the County Council if employees undertake activities that result in an employee receiving a fee or royalties.

17.2 Information, including details of what employees must disclose can be found in the Code of Conduct.

18. Reimbursement of expenses

The County Council and the Trade Unions recognise that employees sometimes incur necessary expenditure in carrying out their responsibilities.

They support the principle that such expenditure should not result in an employee being out of pocket. At the same time, they agree that reimbursement of expenses should not provide an opportunity to make a profit from the expenditure.

18.1 **Travel Expenses** These arrangements cover all payment of travel expenses to staff as a result of travel undertaken on business (including attending training) for the County Council.

Principles

18.2 The County Council will pay employees for all additional travel expenses necessarily incurred on County Council business. This covers full reimbursement of all public transport costs and payment at a flat mileage rate irrespective of size for the use of private vehicles. A users guide to claiming travelling expenses is available from the IBC Portal Help pages.

18.3 This is consistent with the County Council's corporate priorities to:

- help fulfil the Council's commitment to improve the environment,
- help promote alternative transport strategies in the County by demonstrating best practice to other employers, and
- continue the Council's commitment to the health of its employees by helping to reduce the stress caused from extensive driving.

18.4 Where travel is a required part of the employee's role, he/she will be expected to make the necessary arrangements.

18.5 In support of the Council's Climate Emergency Action Plan, staff are urged, in discussion with their line manager, to reduce car-based travel to a minimum and consider alternative ways of conducting council business.

18.6 Where travel is required, all practicable alternatives to personal car use e.g. public transport, use of pool cars, cycling etc. should be considered and discussed with the line manager. This will need to take account of the requirement to carry out the work in an efficient and effective manner.

18.7 Their decision will be final and there will be no further recourse through the County Council's grievance procedure.

18.8 The council reimburses all staff for undertaking business-related mileage at a single rate for each mode of transport e.g. car, leased car, motorcycle, bicycles.

18.9 For bicycles and electric bicycles used for work duties, a monthly allowance will be paid and for occasional use a mileage rate will apply.

Rates and Methods of Payment

18.10 All public transport costs and additional car parking fees incurred in carrying out County Council business will be reimbursed by HCC as additions to salary payments subject to:

- appropriate claim forms indicating the nature of the business;
- retaining receipts for all claims made;
- all travel to be in standard class

18.11 All car mileage and motorcycle mileage incurred in excess of home to workplace mileage will be paid at HMRC rates

18.12 See the Expenses Policy for the latest mileage rates:

18.13 Regular use of a bicycle/electric bicycle to carry out work duties will be paid at a monthly rate. The rate will be reviewed regularly to determine if any change is necessary.

18.14 Occasional use of a bicycle/electric bicycle to carry out work duties will be paid at a rate per mile.

Further information is contained in the Expenses Policy.

18.15 Mileage claimed needs to be supported with valid VAT fuel receipts, without which claims cannot be paid. Staff are requested to retain their VAT receipts in a safe place, for at least four years to support any claims. This is required in case the Customs and Revenue want to Audit the Council at any point in time.

19. Other Expenses

Scope/Principles

19.1 Employees will be reimbursed for reasonable expenses incurred on County Council business.

Business requiring use of Telephones or Telephone Lines

Guidance about the above can be found in the Expenses Policy.

Business involving Overnight Accommodation

19.2 On business involving overnight accommodation, the following costs will be paid subject to appropriate claim forms indicating the nature of the business and providing receipts for all claims made:

- Costs of overnight accommodation; and
- The actual cost of meals (evening meal and/or breakfast) and refreshment purchased; excluding alcoholic drinks.

19.3 Such accommodation and meals will not exceed 3-star prices or the equivalent.

19.4 Employees are expected to make their normal arrangements (or equivalent) for lunch while undertaking their duties in all circumstances i.e. regardless of whether they are working in different locations or within a different working pattern.

However, in accordance with the principles contained in Part 2 of the National Conditions of Service (Green Book) and the framework agreement at 7.8.2, employees will receive payment for lunch where the employee has necessarily incurred additional expense in the course of their work e.g. for official hospitality.

Any payment will be subject to receipts being produced and prior approval being obtained from the relevant manager.

Where prior approval has been given for hospitality for business purposes, all reasonable expenditure will be reimbursed.

Special Driving Licenses

19.5 In accordance with Part 2 of the National Conditions of Service (Green Book), where an employee is required to possess a Heavy Goods Vehicle, Passenger Service Vehicle and/or other special driving license, the County Council will meet the renewal costs.

Payment of Expenses

19.6 Normally, payments will be reimbursed through the monthly payroll. Hotels will normally invoice the County Council but, if this is not the case, in circumstances that cause hardship, payment may be arranged in advance.

20. Arrangements For Payment Of Salaries

Information about the above is in the Salary Policy

21. Annual Leave

The provisions of this section will apply to all employees, employed under EHCC 2007, who join HCC after 1 April 2008 and those who were moved on to EHCC 2007 annual leave arrangements on implementation of the new pay framework.

Staff who benefited from the EHCC 2007 annual leave arrangements, as at 1 April 2008, had the new entitlement automatically applied, except where they opted to remain on the former entitlement (EHCC 2000). Staff whose annual leave entitlement was the same as or less under EHCC 2007 entitlement, as at 1 April 2008, remained on the former entitlement (EHCC 2000) but may transfer to the arrangements below if they wish.

For details of the arrangements that will apply to the EHCC 2000 agreement, including the impact of changes in employment on annual leave, please refer to the Annual Leave Policy and How to Guide.

21.1 Annual leave year:

The leave year runs from 1 April to 31 March.

21.2 Annual leave entitlement:

All staff, whether full-time or part-time are entitled to the same pro rata full-time equivalent amount of annual leave and public holidays.

Full time staff are defined as staff who are contracted to work for 52 weeks a year.

Part time staff are defined as staff who are contracted to work for either: 52 weeks a year but less than 37 hours a week

Or

Less than 52 weeks a year, regardless of how many hours worked per week

21.3 Annual leave entitlement - full-time staff:

The annual leave entitlement for full-time staff is outlined below:

Grade	Entry	5 yrs
A-D	24 days (177.6 hours)	27 days (199.8 hours)
E-G	25 days (185 hours)	28 days (207.2 hours)
H+	26 days (192.4 hours)	30 days (222 hours)

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Annual leave will be applied on a pro-rata basis during the leave year in which an employee attains five years of service and the new (higher) entitlement will take effect on the calendar day after the 5 year anniversary.

- In these circumstances it will be necessary to re-calculate the employee's annual leave entitlement on the calendar day after the 5 year anniversary.

Maximum entitlements will be achieved after five years, rather than 20 years, as per EHCC 2000: Details are in the Annual Leave Policy.

If staff, who remained on the former entitlement (EHCC 2000) are promoted after implementation of the new pay framework they will at that time move onto the new annual leave arrangements.

21.4 Public holidays:

Full-time staff will be entitled to leave on the public holidays which fall within each annual leave year i.e. April - March.

There are normally 8 public holidays within the period April – March, however, this is subject to change, usually because of the timing of the Easter holiday period.

21.5 Service relevant for purposes of calculating annual leave:

All service with employers covered by the Local Government Modification Order counts toward an employee's annual leave entitlement. Service does not have to be continuous.

21.6 The employer's right to prescribe when annual leave is taken:

Two days of the annual leave entitlement may be prescribed by the County Council, Department or local work area for operational reasons and employees will be required to take annual leave on these days.

For example, when 24 December falls on a Monday or 27 December falls on a Friday, staff may be required to take one day's leave to enable an extended Christmas holiday closure.

Therefore all staff should ensure they have sufficient leave to cover this period. Staff and trade unions will be notified in advance of the start of the leave year in such cases.

21.7 Annual leave entitlement in first and final years of employment:

Full-time and part time staff contracted to work 52 weeks a year will be entitled to have their annual leave entitlement calculated on a pro-rata basis during their first and final years of employment to reflect both the hours and number of complete weeks worked in the year (rounded up to the next day or half day).

If staff have taken more annual leave than their pro rata entitlement in the final year of their employment the appropriate deduction will be made to their final salary payment.

In circumstances where part time staff do not work the same number of hours each day of the normal working week the calculation will be based on their actual hours of work and their pattern of work.

21.8 Public holiday entitlement during the first and final years of employment:

Both full-time and part-time staff contracted to work 52 weeks a year will be entitled to payment for those public holidays which fall in the period they work in their first and final years of employment.

For part-time staff contracted to work 52 weeks a year, a pro rata reduction will be made, based on their actual hours of work and their pattern of work, where they do not work the same number of hours each day of the normal working week.

21.9 Annual leave entitlement - part-time staff:

Because a large number (at least four of the normal eight public holidays) of public holidays fall on a Monday part-time staff, particularly those who do work on a Monday, could potentially have an increased benefit of public holidays.

To ensure equity for all staff irrespective of the hours or days worked all part time staff will receive a pro rata entitlement for all public holiday; and to ensure that different working patterns are fairly accommodated the entitlement will be calculated in hours.

Public holiday entitlement will be equivalent to:

(Weekly contracted hours /37) x (7.4 x 8*)

Any time taken off on Public Holidays will be deducted from the total leave entitlement (i.e. the sum of public holiday and annual leave)

Annual leave entitlement will be equivalent to:

(weekly contracted hours/37) x (7.4 x full-time annual leave entitlement)

To help calculate leave entitlement (both public holiday and annual leave), the Annual Leave Calculator should be used:

The Annual Leave Calculator enables an adjustment to be made for pro rata public holiday entitlement (based on the employee's individual weekly work pattern).

21.10 Annual leave entitlement for employees who work term time only/less than 52 weeks a year:

The salary for staff who work term time only/less than 52 weeks a year will be calculated to include an additional number of weeks to recognise their pro rata entitlement to annual leave and public holidays.

Effectively, some of their non-working time will be paid, taking into account payment for both annual and public holiday leave; some of their non- working time will be unpaid.

Please refer to the table for working less than 52 weeks in the Annual Leave Policy This table sets out the number of paid weeks according to the equivalent full time annual leave and public holiday entitlements.

21.11 Booking and taking of annual leave:

All annual leave will be booked and taken in accordance with the agreement on Working Time. The relevant extracts of the agreement will be available within the Working Time Regulation guidance - currently being drafted.

Employees can request annual leave on specific dates by giving reasonable notice. For further guidance about how to request annual leave refer to the [Annual Leave Policy and How to Guide](#).

The County Council can refuse to allow requests for annual leave at a particular time if it will cause operational difficulties, providing the manager provides the employee with reasonable notice that the annual leave request cannot be authorised.

The County Council can require the employee to take annual leave on specific dates - notice given will be twice as many days in advance of the first day of leave, specified as

the number of days (or part days) leave to be taken (e.g. one week's leave - two weeks' notice) and confirmed in writing to the employee.

21.12 Carry Forward of Annual Leave

Subject to the four bullet points below, all annual leave will be taken in the leave year to which it relates. Any leave outstanding at the end of the leave year will be lost.

- In exceptional circumstances, where operational requirements make it impossible for an employee to take his/her full annual leave entitlement, an appropriate line manager nominated by the Chief Officer may authorise an employee to carry a maximum of five days forward into the next leave year. Any such days must be taken by the end of May or will be lost.
- Where an employee has been off sick for all or part of the leave year and has not been able to use their statutory annual leave entitlement before the end of the leave year, they will be entitled to carry statutory leave forward into the next leave year. This provision is subject to a number of restrictions and managers should refer to the full guidance in the Managing Absence Policy.
- Where an employee is absent due to maternity leave, and the period of leave spans more than one annual leave year, they will be entitled to their full annual leave entitlement in each year.
- Suspension due to disciplinary proceedings should be reviewed as a special case.

21.13 Payment in lieu of annual leave:

Payment will not be made in lieu of any annual leave not taken at the end of the leave year.

In exceptional circumstances (i.e. where a manager determines that annual leave cannot be taken during an employee's notice period for operational reasons), payment in lieu of any annual leave not taken on termination of employment will be made at flat rate.

If an employee leaves HCC and prior to this has been off sick and has not had the opportunity to use their statutory annual leave entitlement, a payment in lieu of the statutory leave will be made to the employee.

Managers should refer to the [Annual Leave Policy and How to Guide](#) in order to calculate the amount of leave the employee is entitled to.

Otherwise payment will not be made in lieu of any annual leave not taken on termination of employment.

21.14 Sickness while on annual leave:

Annual leave entitlement will be reinstated where an employee is sick during a period of annual leave.

Any reinstated leave must be taken by the end of the leave year and may not be carried forward into the following year, therefore, leave cannot be reinstated where there are insufficient days in the leave year to take the reinstated leave.

Confirmation of sickness by a medical practitioner will normally be required.

An employee who falls sick during the course of their leave shall be regarded as being on sick leave from the date of the Statement of Fitness for Work.

Any reinstated leave must normally be taken by the end of the leave year and may not be carried forward into the following year. However, if there are insufficient days in the leave year to take the reinstated leave, and provided that the employee has not already exhausted their entitlement to statutory annual leave in that year, it may be carried forward into the next leave year. Full guidance on this can be found [Managing Sickness Policy and How to Guide](#).

21.15 Annual leave entitlement – useful links:

Full time staff

First and final year of service

Part-time staff

Booking and taking of annual leave

Carry forward of annual leave

Payment in lieu of annual leave

Sickness while on annual leave

Additional information:

Calculating annual leave for part-time staff:

22. Types of Leave

22.1 Adoption Leave

HCC's adoption leave policy can be found in the HR website.

22.2 Compassionate Leave

HCC's compassionate leave policy can be found in the HR website.

22.3 Maternity Leave and Pay

HCC's maternity pay and maternity leave policy can be found in the HR website.

22.4 Maternity Support Leave and Pay

HCC's maternity support pay and maternity support leave policy can be found in the HR website.

22.5 Parental Leave

HCC's parental leave policy can be found in the HR website.

22.6 Service in Volunteer Reserve Forces

HCC's policy in relation to time off for staff undertaking service in volunteer reserve forces can be found in the HR website.

22.7 Time Off for Dependants

HCC's policy in relation to time off for dependents can be found in the HR website.

22.8 Time off for Public Duties

HCC's policy in relation to time off for public duties can be found in the HR website.

22.9 Time off to Attend an Interview

Time off to attend an interview with pay will be granted to all employees, if the interview for a vacancy is with any department of Hampshire County Council.

Employees who wish to attend interviews with other Local Authorities and organisations should either use flexi leave, annual leave or unpaid leave, which must be authorised in advance.

22.10 Time off from work for redundant employees

Employees whilst under notice of redundancy will be allowed reasonable paid time off to look for another job or arrange training outside the authority.

Managers should be flexible and sympathetic to the employee's needs wherever possible.

22.11 Notice of All Time Off

Employees will always endeavour to ensure that they give as much notice as possible to line managers where applications for time off under the provisions of this section are being made.

23. Change Of Work Base

23.1 The County Council and the Trade Unions recognise that a change of workbase might occur, for example, to enable continuity of employment or to provide work experience which could enhance an employee's future prospects.

23.2 An employee's workbase will not be changed without prior consultation and full consideration of the employee's personal circumstances.

23.3 Where a change of workbase is necessary, staff will be given at least one month's notice to enable them to make any necessary travel arrangements, etc. A longer period will be considered where there are exceptional circumstances.

Principles

23.4 Where an employee is required by the County Council to change his/her normal work base to a location which results in:

- an increase in the journey to work of at least 15 miles, and

- a journey to work of at least 25 miles, and
- an increase in travel-to-work time of at least 30 minutes, and
- a subsequent move of home

he/she will be entitled to relocation assistance as defined below, subject to the conditions shown.

23.5 Where an employee is required by the County Council to change his/her normal work base to a location which results in:

- an increase in the one way journey to work of at least 5 miles, and
- an increase in the one way journey to work time of at least 15 minutes, and
- a daily one way journey to work of at least 20 miles, and
- a daily one way journey to work time of at least 30 minutes, and
- a net additional cost to the employee

he/she will be entitled to travel assistance as defined below.

23.6 Where an employee is required by the County Council to change his/her normal work base to a location which results in the conditions above being met, but chooses not to move home, he/she will be entitled to travel assistance as defined below.

23.7 An employee will not be eligible to receive both relocation and travel assistance.

23.8 Where a successful job applicant meets the requirements below, and subsequently moves home, he/she may be offered relocation assistance up to the maximum level as defined in below, subject to the conditions shown. Any such assistance will be at the sole discretion of the County Council taking into account the individual's personal circumstances and budget constraints.

Relocation Assistance

23.9 Hampshire County Council wishes to ensure that existing and new staff who are required to change their work base and subsequently have to move home are assisted to

achieve the move quickly and efficiently so that they can become settled in the new area and in their new role.

23.10 Therefore financial assistance will be provided to existing employees as shown below. Similarly, at the discretion of the County Council, financial assistance may be offered to new employees up to the maximum shown below.

23.11 It is a requirement of HM Revenue and Customs (HMRC) rules that to qualify for relocation relief that an existing or new employee must:

- buy a new property within reasonable daily travelling distance of the new normal place of work, and
- The old residence must not be within reasonable daily travelling distance of the new normal place of work., and

Where there is any conflict between what is published in this agreement and HMRC rules, HMRC rules take precedence.

23.12 Consideration will be given to offering up to one-third of the benefits shown below in sections 23.19 to 23.23 for first-time buyers (subject to meeting the requirements shown above).

23.13 Consideration will be given to reimbursing the reasonable removal expenses necessarily incurred in moving from rented accommodation to alternative rented accommodation (subject to meeting similar requirements to those shown above).

23.14 Where two or more employees share accommodation, any assistance will normally be split between them on an equal basis. Alternative arrangements may be applied at the discretion of the Director of Human Resources if appropriate.

Separation Allowance

23.15 Where an employee is living in temporary accommodation while seeking permanent accommodation (purchased or rented) and is still incurring expenditure on their 'old' accommodation, an allowance of up to £220 per month may be claimed, for up to a maximum of six months, as a contribution towards increased accommodation and/or travel costs.

23.16 To claim this allowance, receipts for accommodation costs must be submitted; reimbursement will be made without income tax or national insurance deductions.

23.17 To claim reimbursement for travel between old and new accommodation, a record of journeys made will suffice as a 'receipt'. Where car mileage claims have been pre-authorized, reimbursement will be at the rate of 26.2p. per mile.

23.18 Any allowance paid under this provision will form part of the maximum reimbursement claim of up to £10,000.

Costs associated with House Sale and Purchase

23.19 A contribution of up to £10,000 inclusive of VAT (less the total amount of any payments made for separation allowance) of reimbursement of approved expenses may be made, subject to submission of receipts. In exceptional circumstances, reimbursement of costs, including the impact of tax and NI, exceeding £10,000 and up to no more than 25% of base salary, may be agreed, subject to Chief Executive and Director of Corporate Resources approval.

23.20 Reimbursement of qualifying expenses up to £8000 will be reimbursed without deduction of income tax or national insurance, subject to submission of receipts.

23.21 Claims for reimbursement of expenses over £8,000 (up to the maximum of £10,000) should also be supported by receipts but will be reduced by the appropriate level of income tax, in accordance with Inland Revenue regulations.

23.22 Deductions for membership of the Local Government Pension Scheme are not affected by claims or payments for removal expenses.

23.23 Approved expenses may cover:

- Costs associated with selling a property, eg: legal fees, estate agent fees, mortgage indemnity premiums;
- Costs associated with buying or renting a property, eg: legal fees, survey/valuation fees, land registry/search fees, stamp duty;
- Costs of furniture removal, including insurance, storage charges; • Travelling and subsistence, which includes costs of temporary accommodation;
- Purchase of domestic goods, eg carpets, utility service connections;
- Costs of any 'bridging' loans, relocation agency/company fees;
- Reimbursement of stamp duty will be restricted to the lower rate, currently the first £250,000 of purchase price.

Time Limits

23.24 The time limit for claims for separation allowance and costs associated with house sale and purchase is six months from the date of taking up an appointment with the County Council.

In exceptional circumstances, such as extreme difficulty in moving or significant personal or financial hardship, the employee's Chief Officer may extend the period for the payment up to a maximum of a further six months.

Repayment of Allowances

23.25 All employees intending to claim under the scheme will be required to sign a Form of Undertaking and no payments will be made prior to receipt of the signed form.

23.26 The employee will be required to confirm that he/she accepts that, in the event of resignation or dismissal due to misconduct or statutory prohibition, within two years of the final payment, all payments will be repaid on the following basis:

Within 12 months of final payment	100% of all sums paid
After 12 but within 18 months of final payment	50% of all sums paid
After 18 but within 24 months of final payment	25% of all sums paid

23.27 Where an employee is dismissed on health grounds or made redundant, there will be no recovery of costs under this appendix. In other exceptional circumstances, consideration will be given to waiving, in part or in total the provisions of 3.5.2.

Procedure and Information

23.28 All claims and requests should be made to the IBC who will also advise on the working and provisions of the scheme.

Travel Assistance

23.29 Introduction:

Hampshire County Council recognises that staff may sometimes be required to change their work base where the alternative is to make the employee redundant - for example because of a site closure or reorganisation leading to a reduced requirement for staff at a particular site.

In these circumstances, financial assistance will be provided to employees as shown below to off-set increased costs.

23.30 Financial assistance will not be available to staff who choose to move to an alternative work base on any other basis.

23.31 To be eligible for travel assistance, the change of work base must result in:

- an increase in the one way journey to work of at least 5 miles, and
- an increase in the one way journey to work time of at least 15 minutes, and
- a daily one way journey to work of at least 20 miles, and
- a daily one way journey to work time of at least 30 minutes, and
- a net additional cost to the employee.

23.32 Journey distances and mileages above will be based on the difference between the most direct, reasonable route from the employee's home to his/her current and new work base.

23.33 In calculating the net additional cost to the employee above, any increase in salary or earnings will be taken into account – i.e. the financial implications of the move will be considered as a "package" and any financial assistance will be provided only where there is a net loss and to the limit of that loss.

23.34 Where two or more employees share such a journey, assistance will normally be split between them on an equal basis. Alternative arrangements may be applied at the discretion of the Director of Human Resources if appropriate.

Financial Assistance

23.35 For members of staff who travel to work by public transport, financial assistance will be provided on the basis of the additional public transport costs incurred for

the increased journey to work. Rail travel will be paid at standard class fare rates (taking account of season ticket rates and any discounts available to HCC employees). The payment will be based on the difference between

- the cost of travel between home and original work base and
- the cost of travel between home and new work base.

23.36 Financial assistance will be provided on the basis of a fixed amount per mile and based on the increase in mileage undertaken.

23.37 The amount will be calculated on an annual basis and paid with the employee's salary in twelve equal instalments. A deduction will be made for annual leave and statutory holidays where public transport season ticket rates are not applicable).

23.38 If an employee is absent for any other reason (i.e. for 30 consecutive days) through sickness then payment will be suspended for the duration of the absence.

Payment will be made for an equivalent period at the end of the travel assistance period.

The rate will be 26.2 pence per mile. This rate will be reviewed on 1 April of each year and amended in line with the percentage increase in the County Council's single mileage rate.

No payment will be made for additional car parking costs.

Any employee with a lease car who is eligible for travel assistance will receive a payment based on their lease car mileage rate.

Travel assistance payments will be subject to tax and national insurance deductions.

There are additional tax implications for employees with lease cars, as this will be viewed as "private mileage" by the Inland Revenue and "fuel scale charges" will apply. Income tax is a personal issue and employees will be responsible for their own tax liability.

The County Council takes no responsibility for an employee's tax liability.

Employees may decide not to receive travel assistance, but no alternative payment will be made.

Time Limits

Travel assistance will apply for two years from the date of the move to the new work base.

However, if an employee moves house or work location before the end of that period and is no longer eligible, all payments will immediately cease.

Procedure and Information

All claims and requests should be made to HR Operations who will also advise on the working and provisions of the scheme.

If required to move workbase for a second time during the employee's two year relocation period the relocation allowance will be recalculated.

The distance between the employee's original workbase (workbase 1) (i.e. before any relocation occurred) and the most recent workbase (workbase 3) will be calculated.

If eligible for travel assistance this will be granted for the remaining balance of the 2 year period from the date of commencement at the most recent workbase location.

24. Notice Periods

The following notice periods will apply:

Notice by Employees

The notice to be given by employees to terminate their employment will be:	
Staff graded at Grade H and above	3 calendar months
Staff graded at grades F & G	2 calendar months
Staff up to and including Grade E	1 calendar month

Notice by the County Council

The notice to be given by the County Council to terminate an employee's employment will be:	
Staff graded at Grade H and above	3 calendar months
All other staff	1 month, or 1 week for each year of continuous service up to a maximum of 12 weeks, whichever is the greater.

25. Loans To Employees

Details of the loan arrangements that apply to HCC staff can be found on the HR website

26. Pay And Grading

Introduction

26.1 This Appendix sets out the grades that will apply to employees covered by the Employment in Hampshire County Council agreement with effect from the date of this agreement.

The grade for each post is determined following evaluation within the Hay methodology.

Grade Structure

26.2 There will be 11 grades ranging from A-K replacing all other grades previously used for employees covered by EHCC arrangements. Each grade has a number of steps

..

Employees can expect to progress to the normal salary range maximum over time subject

to meeting their job requirements.

26.5 The salary ranges relating to the new grades are detailed within the Salary Policy and How to Guide

Progression within the grades

26.6 Progression within each grade up to the salary range maximum will be subject to an employee meeting the requirements of their job.

The job requirements are set out in the role profile but will also be subject to review with the manager, and clarification, by the setting of targets, or job standards, interim review and assessment towards the year end.

The process for this is set out in the Individual Performance Planning / Valuing Performance process: [_](#)

26.7 There is facility within HCC's salary policy to recognise employees whose performance exceeds that of other employees.

26.8 It is recognised that there will be a very small minority of employees whose performance needs to improve. In these circumstances pay will not normally progress.

26.9

26.10 The salary policy guidelines set out HCC's policy on salary progression to be read in conjunction with the IPP /VP process.

26.11 Salaries within the grades will be reviewed each year with the outcome of the review being applied with effect from 1 April each year.

For employees in grades up to and including grade G the outcome of the National Joint salary review will be applied.

For employees in grades H to K the salary ranges are reviewed by HCC in consultation with the Trade Unions.

HCC have indicated their wish for salary reviews for all EHCC employees to be undertaken by HCC.

Further consultations with the Trade Unions will be conducted prior to any such change.

26.12 Salary protection arrangements are not part of this agreement, however, guidance is available within HCC's salary policy.

27. Grading Appeals Procedure

The Grading Appeals Procedure is available under the Pay & Benefits Appeals Procedure.

28. Scheme Of Personal Accident Benefits For Employees And Others

Details of the above can be found in the Personal Accident Scheme.

Governance

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Agreement History:	1/4/2007 – Agreement came into force
	25/7/2011 – Addendum to change rates for premia payments. Note this did not amend the collective agreement
	2015 Collective Agreement amended in respect of mileage rates. For employees appointed on or after 1 April 2015, the new rates applied from their start date. Transition arrangements were agreed for those with a start date on or before 31 March 2017.
	July 2018 Collective Agreement amended in respect of relocation expenses.
Version Control	v1.1 (new referencing system) - July 2019: Amendments for formatting, referencing and payment rates from 1 April 2019.
	V1.2 – November 2020 – Updated standby & sleep-in payment amounts following backdated pay award 2020
	V1.3 – 1 October 2021 – Collective Agreement amended in respect of Home Working Allowance
	V1.4 Updated standby & sleep-in payment amounts following backdated pay award 2021
	V1.5 – 25 November 2022 – Amendments to align to HMRC tax rules in respect of relocation.
	V1.5.1 - 07 December 2022 - Updated standby & sleep-in payment amounts following backdated pay award 2022

	V 1.6 amendment to remove reference to transition steps which were removed on 31 March 2008 and higher salary ranges which were removed 31 October 2009.
	V1.7 – 15 December 2023 - Updated standby & sleep-in payment amounts following backdated pay award 2023