

**Employment In
Office of the Police and Crime
Commissioner for Hampshire
Terms and Conditions Document**

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1. Introduction

1.1 The Office of the Police and Crime Commissioner (OPCC) for Hampshire is committed to ensuring that employment is based on fairness, equity and equality of opportunity, with any differences in terms and conditions being based on objective criteria only.

1.2 Any new appointments made after 1 November 2014 will be on these terms and conditions.

2. Scope

2.1 This terms and conditions (T&Cs) document will apply to all OPCC staff and forms part of the contract of employment along with the individual Statement of Particulars issued to each employee.

3. Security of Employment

3.1 The OPCC is committed to ensuring parity for all members of staff working for the Commissioner in the delivery of his Police and Crime Plan. The OPCC already adopts a flexible approach to employment and maintains a "mixed economy" of delivery of service OPCC which will continue.

3.2 The OPCC recognises the principles of "Best Value" and will work together to ensure they are effectively applied to all the OPCC's activities.

3.3 The OPCC is committed to maximising the security of employment of all staff employed by OPCC.

3.4 The OPCC acknowledges that 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, or practices in other organisations.

3.5 The OPCC 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 OPCC.

3.6 The OPCC 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 OPCC).

3.7 The OPCC supports 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 OPCC's need to remain competitive and wish to maximise security of employment.

3.8 The OPCC believes that adopting flexible approaches and working flexibly are equally advantageous to the organisation and its workforce. They are essential to remain competitive against a background of Best Value and provide maximum security of employment.

3.9 Nevertheless, the OPCC recognises that situations will inevitably arise where security of employment is threatened. In these situations, the OPCC will provide support to employees to enable them to identify and secure alternative employment and the Redeployment Policy will apply. The policy will be reviewed from time to time in consultation with the staff to ensure that it is still relevant and effective.

4. Equality and Diversity

4.1 The OPCC is 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.

4.2 The OPCC's Equalities Employment Policy statement is available at your place of work, from your manager or from Human Resources.

5. Terms and Conditions of Employment

5.1 The OPCC is committed to terms and conditions of employment that:

- are compatible with the principles of fairness, equity and equality of opportunity;
- enable flexibility of employment;

- ensure the parity for all members of staff working for the Commissioner in the delivery of his Police and Crime Plan;
- reflect current employment practices and enable the organisation to recruit and retain high calibre staff.

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

6. Arrangements for Review and Resolution of Disputes

6.1 Any contention that this terms and conditions document is not being correctly applied to an individual employee will be considered under the OPCC's Resolving Workplace Issues policy except where a separate process is specified.

7. Flexible Time Scheme

7.1 These arrangements will apply to all staff covered by the "Employment in the Office of Police and Crime Commissioner" Terms and Conditions document.

7.2 The Flexible Working Hours Scheme will be introduced into work areas subject to local operational requirements and full consultation with staff, 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.

7.3 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 OPCC 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.

7.4 Details of the scheme can be found via the following link: [Flexitime Scheme Policy](#)

8. Sick Pay

8.1 The scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit to enable an employee to continue to receive normal pay during defined periods of absence on account of sickness, disease, accident or assault.

- Absence in respect of normal sickness is entirely separate from absence through industrial disease, accident or assault arising out of, or in the course of, employment with a local authority.
- Periods of absence in respect of one shall not be set off against the other for the purpose of calculating entitlements under the scheme.

8.2 All employees are entitled to receive sick pay with the OPCC as shown in the table below:

Duration of Service:	Absence Entitlement for full pay	Payment full pay periods	Absence Entitlement for half pay:	Payment half pay periods
During 1st year of service	1 month	an amount which will secure the equivalent of normal pay when added to Statutory Sick Pay and Incapacity Benefit receivable	(after completing 4 months service) 2 months	an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, so long as the total sum does not exceed normal pay.
During 2nd year of service	2 months		2 months	
During 3rd year of service	4 months		4 months	
During 4th and 5th year of service	5 months		5 months	
After 5 years service	6 months		6 months	

8.3 Normal pay includes all earnings that would be paid during a period of normal working - but excluding any payments not made on a regular basis.

8.4 The Chief Executive has discretion to extend the period of sick pay in exceptional cases.

8.5 If an employee has been off work on sick leave earlier in the year, those days will be deducted from the entitlement listed above at the start of any additional sick leave and used to calculate the duration of full and half pay.

8.6 The social security benefits to be taken into account for the calculation of sick pay are those to which an employee is entitled on the basis that the employee has satisfied so far as is possible:

- the conditions for the reporting of sickness as required by the OPCC in accordance with the Managing Sickness Absence Policy;
- the claiming of benefits;
- the obligation to declare any entitlement to benefits and any subsequent changes in circumstances affecting such entitlement.

9. Night Working and Weekend Working

9.1 The OPCC is committed to minimising the need for night working and weekend working but recognise that these are essential to maintain effective services in some areas.

9.2 The rules concerning night and weekend working and the rates applicable to staff undertaking such work are to be found in the [Salary Policy](#).

10. Overtime Payments

10.1 When an employee, up to and including grade F and the employee's post is in business critical area, 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 made according to the procedure and rules set out in the Salary policy.

10.2 The OPCC policy on overtime payments can be found via the following link: [Salary Policy](#).

11. Other Allowances

11.1 Designated First Aiders

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. The designated first aider may also be given 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 as set out in the [Salary Policy](#).

12. Reimbursement of expenses

The OPCC recognises that employees sometimes incur necessary expenditure in carrying out their responsibilities and supports the principle that such expenditure should be reimbursed. The OPCC policy on expenses can be found via the following link: [Expenses Policy](#).

Travel Expenses

12.2 The OPCC will pay employees for all additional travel expenses necessarily incurred on OPCC business. Please refer to [Expenses Policy](#) for details of the rules governing the claiming and payment of expenses.

This covers full reimbursement of public transport costs, and payment at a flat mileage rate irrespective of size for the use of private vehicles.

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

12.4 Where travel is required, all practicable alternatives to personal car use e.g. public transport, 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.

12.5 The line manager will decide the appropriate mode of transport at their discretion. That decision will be final and cannot be appealed. Any complaint

concerning the manner of the application of management discretion should be pursued through the OPCC's Resolving Workplace Issues Policy.

12.6 The rates payable for business mileage are detailed within the [Expenses Policy](#).

Other Expenses

12.7 Employees will be reimbursed for reasonable expenses incurred on OPCC business in accordance with the Expenses Policy.

- Business involving Overnight Accommodation and Subsistence
- Eyesight test and spectacles
- Professional fees

13. Change of Work Base

13.1 The OPCC recognises 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.

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

13.3 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.

Relocation Assistance

13.4 OPCC 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.

13.5 Relocation assistance will be subject to discussion with management and management approval.

13.6 The claims must be made within six months from the date of taking up an appointment with the OPCC. In exceptional circumstances, such as extreme difficulty in

moving or significant personal or financial hardship, the OPCC's Chief Executive may extend the period for the payment up to a maximum of a further six months.

13.7 The details of the policy can be found within the Expenses Policy.

13.8 Where an employee is living in temporary accommodation while seeking permanent accommodation (purchased or rented) and is still incurring expenditure on their 'old' accommodation, a "Separation Allowance" may be claimed as detailed in the Expenses Policy.

Repayment of Allowances

13.9 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.

13.10 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

13.11 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 13.10.

Travel Assistance

13.12 OPCC 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.

13.13 In these circumstances, financial assistance will be provided to employees as shown below to off-set increased costs in accordance with the Expenses Policy.

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

13.15 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.

14. Arrangements For Payment Of Salaries

Information about the above is contained in the [Salary Policy](#)

15. Secondment

15.1 The OPCC recognises secondments offer a flexible solution to staffing needs whilst simultaneously developing staff skills which benefit both individual and the OPCC.

15.2 The details of the Secondment policy can be found within the Salary Policy.

16. Annual Leave

The provisions of this section will apply to all employees, employed by the OPCC

16.1 Annual leave year

The leave year runs from 1 April to 31 March.

16.2 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

16.3 Annual leave entitlement - full-time staff

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

Grade	Entry	5 years
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)

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' reckonable service.

16.4 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.

16.5 Service relevant for purposes of calculating annual leave

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

Details of those organisations covered by the Local Government Modification Order is available at your place of work, from your manager or from Human Resources.

16.6 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 from 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.

16.7 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.

16.8 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)

16.9 Booking and taking of annual leave

- All annual leave will be booked and taken in accordance with the Annual Leave and Time off Policy.
- 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 and Time Off Policy
- The OPCC can refuse to allow requests for annual leave at a particular time if it will cause operational difficulties, providing the manager gives the employee with reasonable notice that the annual leave request cannot be authorised.
- The OPCC 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.

16.10 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 Executive 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 Annual Leave and Time Off 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. Maternity policy can be found via the link below:
[Maternity Policy](#).

- Suspension due to disciplinary proceedings should be reviewed as a special case.

16.11 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 OPCC 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.

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

16.12 Sickness while on annual leave

Annual leave taken may be converted to sickness leave and the annual leave reinstated where an employee is sick during a period of annual leave, in which case the provisions of the sickness absence policy will apply.

The details of this are set out in the [Managing Sickness Absence Policy](#).

17. Other Types of Leave

Other types of leave can be found in the [Annual Leave and Time Off Policy](#) and [Other Family and Friendly time Off Policy](#).

18. 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 OPCC

The notice to be given by the OPCC to terminate an employee's 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

19. Salary Policy

19.1 The Salary Policy sets out the grades that will apply to employees covered by the Employment in OPCC with effect from the date of 1 November 2014.

19.2 There will be 11 grades ranging from A-K for OPCC employees. Each grade has a number of steps comprising the 'normal salary range' and a 'higher salary range'. Employees can expect to progress to the normal salary range maximum over time subject to meeting their job requirements.

19.3 A higher salary range will be available to a small minority of employees who continually excel in relation to the requirements of their role.

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

19.5 The salary ranges relating to the grades are detailed within the Salary Policy.

Progression within the grades

19.6 The details for this are set out in the Salary Policy.

19.7 There is facility within OPCC's salary policy to recognise, by accelerated progression, employees whose performance exceeds that of other employees.

19.8 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.

19.9 For a small minority of employees who consistently excel there is facility to progress into the higher salary range. This is subject to Chief Executive approval.

19.10 The salary policy sets out OPCC's policy on salary progression and is to be read in conjunction with the IPP process.

Salary protection

19.11 Salary protection arrangements are detailed within OPCC's Salary Policy.

20. Scheme of Personal Accident Benefits for Employees And Others

Details of the above can be found in the Managing Sickness Absence Policy.

21. Confidential Information

21.1 Employees may hold, in and as a result of their employment, information which is confidential to the OPCC (the "Confidential Information"); the Confidential Information is the exclusive property of the OPCC. The Confidential Information will include all data and information relating to the business and management of the OPCC. The Confidential Information will also include any information that has been disclosed by a third party to the OPCC. It is a material term of each employee's contract with the OPCC that they keep all Confidential Information absolutely confidential and protect its release to any unauthorised person.

21.2 Confidential Information will not include information that becomes public in the normal course of the OPCC's business, or where the OPCC has authorised in writing its

disclosure, or where disclosure is required by law, or by requirement of any court, judicial body or government agency.

22. Right to work in UK

22.1 It is a condition of employment that employees 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. If, for any reason, employees lose the right to work and/or leave to remain in the UK, the employee's employment will be terminated with effect from the date that the employee's right to work and/or leave to remain expired, on the grounds that it is unlawful to continue to employ the employees in the UK. Employees will not be entitled to notice of termination of their contract or to pay in lieu of notice in these circumstances.

23. Outside Activities

23.1 During the term of employment, employees must not directly or indirectly engage or participate in any business, activity or other pastime that may be in conflict with the interests of the OPCC or cause embarrassment to his office. In the event that any employee engage or participate in such behaviour, their employment may be terminated with immediate effect, and there will be no entitlement to notice of termination of

contract or to pay in lieu of notice in these circumstances in accordance with the Managing Misconduct Policy.

24. Political Restriction

24.1 OPCC's employees posts are politically restricted. This means that unless specifically stated otherwise in an individual Statement of Particulars, employees are disqualified from standing for, or holding elected office, employees must not canvass on behalf of a political party or a person who is or seeks to be a candidate, employees must not speak in public or publish any work that could give the impression members of staff are advocating support for a political party, employees must not act as an election agent or sub agent for a candidate for election, and employees must not be an officer of a political party or member of a committee which require OPCC employees to participate in the general management of the party or one of its branches, or act on its behalf in relation to others.

25. Criminal Offences

25.1 It is a condition of employment with the OPCC that members of staff notify their line manager immediately if they are prosecuted, convicted, cautioned, reprimanded or warned in relation to any criminal offence. If employees are prosecuted, convicted, cautioned, reprimanded, or warned in relation to any criminal offence the position of that employee will be reviewed and employees may be dismissed, either summarily or with one week's notice. If employees fail to notify their manager of any such prosecutions, convictions, cautions, reprimands or warnings, this will be treated as a disciplinary offence and may also result in dismissal in accordance with the Managing Misconduct Policy.

26. Non Police Personnel Vetting (NPPV)

26.1 OPCC posts are subject to NPPV clearance. The guidance is available at your place of work, from your manager or from Human Resources. OPCC posts are also subject to the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 as amended.

26.2 There are three different levels of NPPV vetting. The decision on what level of vetting is necessary will be driven by what access to information employees have and need for the role. The line manager's decision on vetting level will be final.

26.2 It is a condition of employment that members of staff notify their line manager immediately of any changes in their personal circumstances which may be of relevance to employee clearance.

26.3 NPPV clearance is subject to renewal every 3 years but may be reviewed earlier if any relevant information is made known. Should an employee's clearance be withdrawn then the continued employment of that employee will be reviewed and this may lead to dismissal in line with the Managing Performance Policy and Managing Misconduct Policy.