

NOTICE OF MEETING

MEETING	EMPLOYMENT COMMITTEE
DATE:	THURSDAY 28 JULY 2011
TIME:	3.00 pm
VENUE:	BOURGES/VIERSEN ROOMS - TOWN HALL
CONTACT:	Gemma George; Senior Governance Officer Telephone: 01733 452268 e-mail address: gemma.george@peterborough.gov.uk
<i>Despatch date:</i>	<i>20 July 2011</i>

AGENDA

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There is an induction hearing loop system available in all meeting rooms. Some of the systems are infra-red operated, if you wish to use this system then please contact Gemma George on 01733 452268.

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**Minutes of a meeting of the Employment Committee
held at the Town Hall, Peterborough on 31 March 2011**

Members Present: Councillors Fitzgerald, Seaton, Swift, Sandford and Walsh

Officers Present: Mike Kealey, Acting Head of HR

Gemma George, Senior Governance Officer
Karen Dunleavy, Governance Officer

Appointment of Chairman

RESOLVED: to appoint Councillor Fitzgerald as Chairman to the Committee for the duration of the meeting.

1. Apologies for Absence

Apologies were received from Councillor Cereste, Councillor Lamb, and Councillor Holdich.

2. Declarations of Interest

There were no declarations of interest.

3. Minutes of the Meeting held on 20 January 2011

The minutes of the meeting were approved as a true and accurate record.

4. Changes to Employee Terms and Conditions and Implementation of Employment Policies

The Committee received a report and presentation from the Acting Head of Human Resources outlining the introduction of parking charges, appeals process for employees identified as non Key Users and changes to the mileage claim rates for employees.

The report sought the agreement of the Committee to implement the changes to the employee terms and conditions, employment policies and guidance appended to the report, those being:

- 1) To implement the changes to the terms and conditions of employment relating to:
 - i) the implementation of a parking charge for staff;
 - ii) the removal of the essential car user allowance;
 - iii) changing the business mileage rate that can be claimed; and
 - iv) the removal of the salary subsidy childcare voucher scheme
- 2) To agree to the implementation of the following Employment Policies:
 - i) Travel and Subsistence Policy (attached at Appendix A);
 - ii) Car Parking Permit Salary Sacrifice Scheme (attached at Appendix B);and

iii) Key User Status Guidance (attached at Appendix C)

Members were advised that the car parking policy brought together the practical arrangements around implementing the parking charges for employees.

Members were advised that from 1st April 2011, employees would be charged to park in the Council car parks in line with the arrangements outlined in Appendix A of the committee report on page 14, in rate table number 1. All charges would be set by linking actual amounts to be paid using a salary banding scheme. The actual amounts would range from the highest earners on £81,000, paying £835.08, to the lowest earners on £0-12,900, paying £210 per annum. A measure which had been developed to help employees with the costs would introduce a salary sacrifice arrangement in line with HMRC guidance. Under the salary sacrifice rules, although employees would pay the full gross amount, the HMRC rule allowed for a tax break, which would cost employees less in their net pay in the long run.

Consideration had been given for those employees working part time and the costs had been set at a pro-rata basis in conjunction with salary banding, which were detailed in Appendix A, on page 14 of the committee report, rate table 1.

Members were advised that there would be an occasional user's season ticket scheme introduced to help employees that did not wish to drive their car and this would also encourage employees to cycle or walk to work. This supported the Council's environmental objectives. The season parking tickets would be available to employees and would cost £2.30 per day.

Members were advised that the report, which had been circulated prior to the announcement of the HMRC change, detailed that the business mileage rates had been standardised at 40p as part of the cost saving measures. Members were informed that the rate was to change to 45p in line the new HMRC rate.

Members were advised that to encourage the environmental aspects, cycles and motorcycles would continue to be allowed to park for free.

The Travel and Subsistence policy was to introduce of the removal of the essential car allowance for employees. In order to support the removal it was recognised that some employees did need to use their cars for work purposes. Whilst introducing the parking scheme and the reduction of the mileage allowance that could be claimed, it would be necessary to introduce free parking to employees that had been identified as key users, where it was critical that they used their car for work purposes.

The key users criteria detailed on page 19 of Appendix B to the committee report had been developed in conjunction with the Union to identify employees that fell into the key user's status, such as Social Workers. Employees that received an essential car allowance payment would qualify for a free parking pass. Although a third of users were still under consideration.

Members were advised that page 11 of the Travel and Subsistence policy provided further information on how the salary sacrifice scheme worked in relation to parking charges. Employees could choose whether to pay under the salary sacrifice scheme or pay the full gross rate.

The Acting Head of Human Resources addressed the Committee and stated that throughout the process, communications with the Trade Unions had been positive with regards to how to take forward the changes to terms and conditions. As a consequence of the changes, many jobs would be saved.

Members commented that the work carried out by the Trade Unions and Council employees throughout the consultation with regards to moving forward the proposals in order to identify savings and save jobs, was to be commended.

In a response to a query raised by Members, the Acting Head of Human Resources confirmed that under section 4.5 of the report, it should state 'opting to take part in the Car Park Scheme' and not 'opting to take part in the Childcare Voucher Scheme'.

In response to a further question from Members about the terms conditions under point 5 of the Learning and Development section, the Acting Head of Human Resources confirmed that there had been no change to the existing Learning and Development policy and that details about parking arrangements needed to be incorporated in the Travel and Subsistence policy.

The Acting Head of Human Resources confirmed that a cycle to work scheme was to be introduced and as an incentive there would be the chance for employees to purchase bicycles at a discounted price.

Members questioned how essential car users had been identified and in response the Acting Head of Human Resources advised that an exercise had been carried out which involved contacting each department in order to identify the volume of miles claimed by essential users, this information had then undergone a consistency check. The Acting Head of Human Resources added that going forward; there would be a well defined process for any employee who thought that they would qualify for a free essential user car park pass. The applicant would need to justify and provide evidence to support their application, which would be presented before a validation panel whose member's would consist of Human Resources representatives, Trade Union representatives and Council Directorate representation. There would be an appeal process in place in the event of an application being turned down.

In a response to a question raised by Members about the removal of the childcare voucher scheme in paragraph 4.12 of the report, the Acting Head of Human Resources advised that as a part of the package of the terms and condition changes, it had been appropriate to remove the second level of childcare vouchers scheme which the Council operated and move it to the salary sacrifice scheme. The 41 people affected by the change had been written to and advised accordingly.

In a response to a question raised by Members about incentives for employees to use public transport, walk or cycle to work, The Acting Head of Human Resources advised that the Council had focussed on implementing the new car park pass scheme and Travel and Subsistence policy, but would explore alternative travel to work options with the Council's Travel Choice Team.

In a response to a question raised by Members about the car sharing scheme outlined on page 13 of the report, the Acting Head of Human Resources updated that one employee would apply for the car parking pass in their name and the pass issued would contain up to 4 registration numbers and that the pass would only be able to be used in one car at any time.

In a response to a question raised by Members, the Acting Head of Human Resources advised that employees could park in all car parks; however, there was to be a premium rate for the car parks which were more convenient and carried a higher parking charge.

RESOLVED:

The Committee agreed:

- 1) to implement the changes to the terms and conditions of employment relating to:
 - i) the implementation of a parking charge for staff;
 - ii) the removal of the essential car user allowance;
 - iii) changing the business mileage rate that can be claimed; and
 - iv) the removal of the salary subsidy childcare voucher scheme

- 2) to agree to the implementation of the following Employment Policies:
 - i) Travel and Subsistence Policy (attached at Appendix A);
 - ii) Car Parking Permit Salary Sacrifice Scheme (attached at Appendix B);
and
 - iii) Key User Status Guidance (attached at Appendix C)

Reasons for the decision:

The changes to terms and conditions and policies would help to ensure that the Council was able to meet its Medium Term Financial Plan and would reduce the amount of redundancies required by 60 full time equivalent positions.

Chairman
3.00pm - 3.45 pm

EMPLOYMENT COMMITTEE	AGENDA ITEM No. 4
28 JULY 2011	PUBLIC REPORT

Cabinet Member(s) responsible:	Councillor Gr Uff Marco Cereste – Leader of the Council and Cabinet Member for Growth, Strategic Planning and Economic Development Councillor Irene Walsh – Cabinet Member for Community Cohesion, Safety and Women’s Enterprise	
Contact Officer(s):	Mike Kealey - Acting Head of Human Resources	Tel. (01733) 384500

CHANGES TO EMPLOYEE POLICIES AND PROCEDURES

R E C O M M E N D A T I O N S	
FROM : Trade Union Representatives	Deadline date : N/A
<p>That the Employment Committee;</p> <p>1. Agrees to implement the following Employment Policies:</p> <ul style="list-style-type: none"> i) Disciplinary Policy and Procedure (Appendix A) ii) Grievance Policy and Procedure (Appendix B) iii) Appeals Policy and Procedure (Appendix C) iv) Redundancy Policy (Appendix D) <p>2. Agrees to the above Disciplinary, Grievance and Appeals Policy and Procedures being used to replace the procedures incorporated into Director and Head of Service contracts of employment (see current template - Appendix E).</p> <p>3. Agrees to the statutory changes to policy and procedures relating to:</p> <ul style="list-style-type: none"> 11.1 Retirement Policy (Appendix F) 11.2 Childcare Voucher Scheme (Appendix G) 11.3 WorkLife Balance Policy (Appendix H) <p>4. Approves the Cycle to Work Scheme (Appendix I)</p>	

1. ORIGIN OF REPORT

1.1 This report is submitted to the Employment Committee following a referral from the Joint Consultative Forum on 27th June 2011.

2. PURPOSE AND REASON FOR REPORT

2.1 The purpose of this report is to ensure that the council maintains up to date and legal employment policies.

2.2 This report is for the Committee to consider under its Terms of Reference No. 2.3.1.1 ‘to appoint Directors and Heads of Service, and determine terms and conditions of employment, 2.3.1.2 ‘to determine employee procedures, including dismissal

procedures' and 2.3.1.4 'to determine local terms and conditions of employment for employees'.

3. **TIMESCALE**

Is this a Major Policy Item/Statutory Plan?	NO	If Yes, date for relevant Cabinet Meeting	N/A
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4. **BACKGROUND**

4.1 The policies below have been prioritised for approval due to the need to maintain up to date and legal employment policies.

i) Disciplinary Policy and Procedure – Appendix A

The previous Disciplinary Procedure and Rules were agreed at Employment Committee on 10th January 2008.

The principles of this new policy are broadly the same but the list of what constitutes misconduct or gross misconduct has been updated to reflect current employment issues.

The new policy is accompanied by a Disciplinary Procedure that both managers and employees can follow to ensure compliance with the ACAS Code of Practice 1 on Disciplinary and Grievance Procedures and leading case law.

The section on Appeals has been lifted and incorporated into a separate Appeals Policy and Procedure (see iii) below).

ii) Grievance Policy and Procedure Appendix B

The previous Grievance Procedure was agreed at Employment Committee on 17th September 2008.

The principles of this new policy are broadly the same but the current procedure refers to use of a modified procedure which has been superseded by the ACAS Code of Practice 1 on Disciplinary and Grievance Procedures.

The new policy is accompanied by a Grievance Procedure that both managers and employees can follow to ensure compliance with the ACAS Code of Practice 1 on Disciplinary and Grievance Procedures and leading case law.

There is also reference to employees raising a joint grievance where more than one employee is affected by an issue and the effect of decisions regarding these types of grievance.

In addition the Grievance Policy and Procedure incorporates grievances related to bullying and harassment rather than having this as a separate policy 'Dignity at Work' – which will be withdrawn following implementation of this policy and procedure.

The section on Appeals has been lifted and incorporated into a separate Appeals Policy and Procedure (see below iv)).

iii) Appeals Policy and Procedure – Appendix C

This is a new policy and procedure and provides consistency over appeals previously referred to within individual policies/procedures. There are variations between each policy i.e. length of time in which to appeal, hear the appeals etc. which causes confusion. The aim of this Policy is to have a standard format for any type of Appeal which will achieve a greater level of consistency.

The new policy ensures compliance with the ACAS Code of Practice 1 on Disciplinary and Grievance Procedures.

iv) Redundancy Policy – Appendix D

The previous Managing Change Policy was agreed at Employment Committee in September 2008. This policy will replace the Managing Change Policy. The Redundancy Policy will be supported by managers guidance on how to consult with staff whose posts are being made redundant, how to consult with staff where a post is available but a selection pool process is being followed and also guidance for managers on how to use selection criteria for those staff placed in a selection pool.

A new section has been included within the policy stating that employees made redundant will not be able to rejoin the council within 12 months of the effective date of termination, regardless of their rejoining employment status/capacity, unless permission is given and the enhanced redundancy portion of the redundancy payment is repaid in full.

v) Changes to Directors/Heads of Service terms and conditions of employment

Currently the contract template for Directors and Heads of Service detail a Disciplinary and Grievance Procedure (**see Appendix E**). Changes to the disciplinary procedure require 6 months notice and therefore if agreed, the appropriate 6 month notice period of changes to terms and conditions will be issued to Directors and Heads of Service.

5. CONSULTATION

- 5.1 The joint Trade Unions have been consulted and the statutory policies were agreed at the meeting of the Joint Consultative Forum on 27th June 2011 with an additional extension given for further comments on the non-statutory changes to be given by Friday 1st July 2011.

6. ANTICIPATED OUTCOMES

- 6.1 These proposed changes to terms and conditions and policies will help to ensure that the council maintains up to date and legal employment policies.

7. REASONS FOR RECOMMENDATIONS

- 7.1 These proposed changes to terms and conditions and policies will help to ensure that the council maintains up to date and legal employment policies.

8. ALTERNATIVE OPTIONS CONSIDERED

- 8.1 The policies were considered against (a) those published by some other local government employers, (b) template policies from legal bodies plus (c) the existing policy, to ensure it was a sensible, fair approach which took account of current legislation.

9. IMPLICATIONS

- 9.1 These policies will be reviewed on an ongoing basis and will be amended from time to time to ensure legal compliance.

10. BACKGROUND DOCUMENTS

- 10.1 Initial Equality Impact Assessments have been compiled for the Redundancy, Retirement, Disciplinary, Grievance and Appeals Policy and Procedures which are available on request. No adverse impacts were identified and therefore progression to a full assessment was not required.

11. OTHER ITEMS FOR INFORMATION - Statutory changes to policy and procedures

11.1 Retirement Policy – Appendix F

From 6 April 2011 the council was no longer able to issue notifications of retirement to employees on the basis of the (now repealed) default retirement age provisions. The statutory retirement procedure has also been abolished, although it remains operative in respect of retirements properly notified to employees on or before 5 April 2011 for which managers guidance is attached for information. The changes do not mean that an individual can no longer retire, but that the decision as to whether or not to retire, and the timing of retirement, is now a matter of choice for him or her rather than being the employer's decision.

The previous Retirement Policy agreed at Employment Committee on 17th September 2008 will be withdrawn and replaced with Appendix F which predominantly focuses on flexible retirement.

The Government advised that it is still possible for employers to operate a compulsory retirement age if this can be justified. However research by the Local Government Employers Association indicated that the majority of local authorities already accept the majority of requests to work beyond retirement age and legal opinion is that it will be difficult to justify a compulsory retirement age. The new policy reflects these responses by stating that the council does not operate a compulsory retirement age.

11.2 Childcare Voucher Scheme

This scheme, attached as **Appendix G** for information, has been updated in line with tax changes to reflect the up dated rates/amounts that can be paid into the scheme and the tax implications of doing this and changes to the scheme administration.

11.3 WorkLife Balance Policy

This policy has been amended to incorporate the changes made following implementation of the Additional Paternity Leave Regulations 2010 on 3rd April 2011.

The new legislation enables those parents taking Adoption Leave or Paternity Leave to transfer up to 26 weeks of their leave and pay (where applicable) entitlement to their partner/spouse. The Maternity Policy was amended at the last Employment Committee to reflecting this entitlement and this is the second phase to that piece of work.

The revised wording is attached as **Appendix H** to this report.

11.4 Cycle to Work Scheme

This scheme, attached as **Appendix I** for information, has recently been launched to staff and entails the council purchasing a bike for an employee and hiring it to them for a 12 month period with deductions being set up through a salary sacrifice arrangement.

DISCIPLINARY POLICY

1.0 Purpose

The purpose of this policy is to:

- ensure all employees have an understanding of the standards of conduct and behaviour expected of them;
- help and encourage employees to achieve and maintain acceptable standards of conduct;
- ensure that fair, consistent and reasonable action is taken where acceptable standards of conduct are not maintained; and
- enable issues to be raised and dealt with promptly, ensuring no unreasonable delay in arranging meetings, making decisions or confirming decisions.

This Policy applies to conduct issues only and should be read in conjunction with the Disciplinary Procedure. For issues of performance or capability refer to the **Attendance Policy** or **Capability Procedure**.

This Policy applies to all employees save for those who are within a probation or extended probation period (refer to the **Probation Policy and Probation Procedure** as necessary).

2.0 Key Principles

- Peterborough City Council expects and is committed to ensuring that all employees maintain expected standards of behaviour.
- Employees are expected to comply with the **Council's Code of Conduct** for Employees as well as any professional codes or other policies specific to their roles.
- In circumstances where allegations involve improper conduct towards children or vulnerable adults the **Safeguarding Board Policy** will also apply.
- All allegations of improper conduct will be treated seriously and addressed promptly and sensitively in accordance with the **Disciplinary Procedure**.
- Examples of improper conduct likely to result in a finding of misconduct or gross misconduct are detailed at Annex 1.
- In circumstances where an allegation of improper conduct is upheld Peterborough City Council will take all appropriate and recommended action.
- Where the employment ends due to a criminal, negligent, fraudulent act or omission, or grave misconduct the council may decide to apply its discretions under the local government pension scheme or teachers pension scheme regulations.

This policy is non-contractual in effect and does not form part of an employee's terms and conditions of employment. The Council reserves the right to change the terms of this policy from time to time and deviate from any procedure should the circumstances justify this need.

ANNEX 1

Examples of misconduct which could lead to disciplinary action

The following are examples of behaviour which would ordinarily be considered to be gross misconduct or misconduct. These lists are neither prescriptive nor exhaustive and other types of behaviour which are of a comparable nature may also amount to misconduct or gross misconduct:

Gross Misconduct

- Physically or verbally threatening or abusive behaviour, physical violence or the threat of physical violence;
- A serious or unlawful act of discrimination, bullying, harassment or victimisation whether on grounds of sex, race, disability, sexual orientation, religion or belief, age or otherwise;
- Serious acts of insubordination, rudeness or inappropriate behaviour towards or in the presence of council members or employees, contractors or partnership workers, service users or members of the public;
- Theft or unauthorised removal of property belonging to the council, council members or employees, contractors or partnership workers, service users or members of the public;
- Fraud, deception, deliberate falsification of timesheets, bonus or expense claims, or abuse of the Flexible Working Hours scheme;
- False statements made in support of an application for employment or promotion and which are material to the success of the application or the level of remuneration payable;
- Failure to disclose unspent convictions (or, in respect of posts which are exempt from the provisions of the Rehabilitation of Offenders Act 1975, any conviction, whether spent or otherwise) whether incurred before or after appointment;
- Requesting or accepting money or other consideration as an inducement or in return for use of council property or resources, the provision of council services, the making of council adjudications or decisions, the placing of council orders/contracts or the showing of favour or otherwise the conferring a benefit by or on behalf of the council;
- Abuse of position for private advantage or satisfaction of self or others;
- Deliberate damage to or misuse or sabotage of property, equipment or systems belonging to the council, its members, employees, contractors, partnerships or service users;
- Deliberate damage to or misuse of council property or name, deliberate damage to the council's interests or conduct likely to discredit the council or bring it in to disrepute;
- Inappropriate use of social networking websites, causing a detriment to the council's reputation or damage to working relationships between employees, members, contractors, partners or service users;
- Serious misuse of council property or systems, including inappropriate use of the internet or intranet, use of unauthorised software, unauthorised access to systems or files, or sending offensive or inappropriate e-mails;
- Unauthorised absence from work where permission to be absent has been withheld;
- Breach of confidence or trust, the forging or unauthorised alteration of records or documents, or the disclosure of information for financial or personal gain of the employee or others or which could be harmful to the council, its members, employees, contractors, partnerships or service users;
- Deliberately providing false, misleading or inaccurate information or other statements orally or in writing;

APPENDIX A

- Deliberate or sustained refusal to carry out reasonable, lawful and safe instructions, contractual requirements or to comply with council policies;
- Deliberate or reckless infringements of safety rules or practices which place the health and safety of the employee or others at serious risk;
- Gross negligence in carrying out (or failing to carry out) the duties of the employee's job;
- Sexual misconduct at work or sexual relationships with persons for whom the council has a specific responsibility by those who have contact with them in the course of complying with that responsibility;
- Incapability for work caused by the use of alcohol or drugs which have not been prescribed or driving or operating machinery whilst impaired due to the influence of alcohol or any drugs;
- Possession, use or supply of illegal drugs or other items on council premises;
- Aiding or procuring any act of gross misconduct;
- Off-duty behaviour which is inconsistent with the employee's relationship with the council and/or which seriously undermines the council's trust and confidence in the employee, including but not limited to:
 - the commission of offences of dishonesty;
 - the commission of sexual, drug or violence offences by those whose duties involve them in social care or bring them into contact with young or otherwise vulnerable persons.
 - Undertaking additional work where permission to do so has been withheld.

Misconduct

- Less serious acts of insubordination, rudeness or inappropriate behaviour towards or in the presence of council members or employees, contractors or partnership workers, service users or members of the public;
- Regular/persistent lateness or contravention of the Flexible Working Hours scheme;
- Unauthorised absence from work or a failure to comply with absence reporting procedures;
- Abuse of the facility to make private telephone calls, use computers, send private e-mails or sending private mail at the council's expense;
- Failure to comply with a reasonable, lawful and safe instruction or request, whether verbal or written;
- Failure to comply with the terms of the contract of employment or neglecting the duties of the post;
- Less serious breaches of any provision of the Council's Code of Conduct or other policies or procedures;
- Less serious carelessness or neglect in carrying out (or failing to carry out) the duties of the employee's job;
- Failure to adopt and conform to safe working practices or to use or wear protective or safety equipment issued to the employee;
- Failure to comply with security procedures or guidelines;
- Failure to report loss of or damage to council property (including vehicles) issued to or used by the employee;
- Failure to report a direct reporting relationship with a relative, cohabitee or person with whom there exists or is developing a close personal relationship;
- Aiding or procuring any act of misconduct or unreasonable failure to report any form of misconduct or gross misconduct;
- Unauthorised use of council equipment, clothing or other property whilst off-duty.

Disciplinary Procedure

These guidelines are to provide helpful information to assist the management of disciplinary issues and are not intended to amount to legal advice.

1. Introduction

This Procedure should be read in conjunction with the [Disciplinary Policy <insert link>](#).

2. Definitions

Improper conduct is any conduct amounting to gross misconduct or misconduct. Examples of improper conduct are contained within Annex 1 of the [Disciplinary Policy <insert link>](#).

For the purposes of this procedure the 'Disciplinary Manager' is defined as the line-manager except in cases where this procedure is being applied to a Director or Head of Service (Tier 1 and 2) in which case the 'Disciplinary Manager' will be the Chief Executive.

3. Preliminary Considerations

In all circumstances where an employee is alleged to have engaged in improper conduct their line-manger ('the Disciplinary Manager') should instigate this Procedure.

Upon becoming aware of or receiving allegations of an employee's improper conduct, the Disciplinary Manager should make preliminary enquiries to establish:

- The general nature of the improper conduct sufficient to determine whether this is likely to give rise to an allegation of gross misconduct, misconduct or both;
- Whether or not the matter can be appropriately dealt with informally;
- The need to suspend the employee pending the outcome of the Disciplinary Procedure; and
- The form and extent of the investigation required.

Informal Action

Minor conduct issues should, where appropriate, be resolved informally through discussion between the employee and the Disciplinary Manager. Where appropriate the Disciplinary Manager may issue an informal verbal warning.

A written record should be kept and forwarded to HR Support in accordance with the Document Retention requirements at part 10 of this Procedure.

Where informal discussion does not resolve the issue or is not appropriate in the circumstances, the formal procedure should be followed.

Suspension

In some circumstances it may be necessary for the Disciplinary Manager to suspend the employee from work. Suspension is not a disciplinary penalty and does not imply that any decision has already been made about the allegations of improper conduct.

The following is a list of non-exhaustive examples of when the need for suspension may arise:

- where it is perceived that the employee's continued presence in the workplace could result in a risk to them, other employees, the Council's service users or the delivery of services;
- where the employee's continued presence at the place of work is likely to impede or interfere with the investigation;
- where gross misconduct is alleged; or
- for some other substantial concern.

The decision to suspend an employee will be carried out without delay. The employee will be given written confirmation of the suspension as soon as possible and where possible at the point of suspension.

In exceptional circumstances consideration may be given to either allowing the employee to continue working or allowing the employee to return to work in their role, or placing the employee in another role/department/section/division, as an alternative to suspension whilst the investigation is conducted. This must be authorised by the Head of HR.

Throughout the period of suspension from duty, the employee will be paid full contractual remuneration.

When suspended from duty, the employee must not visit or otherwise contact the workplace, work colleagues, council members, service users (including the families, carers, and friends of service users) other than in compliance with proper instructions and as necessary for purposes of the investigation. If the employee needs to make contact with a work colleague or witness in order to assist with their case then contact should be made through their representative or an HR Business Partner.

The employee must make themselves available during normal working hours or at any other reasonable time in order to cooperate with the investigation to include attendance at meetings.

The employee will be required to telephone an appropriate contact at a given time and date at least once every week to ensure that regular contact is maintained. This will normally be a designated HR Business Partner.

Normal leave arrangements may proceed during a period of suspension, subject to prior authorisation by the Disciplinary Manager and provided such arrangements do not in any way jeopardise the investigation.

APPENDIX A

If an employee falls sick during the period of suspension they must notify the Disciplinary Manager on the first day of incapacity. During any period of sickness the employee must continue to comply with the [Attendance Policy <insert link>](#).

The Disciplinary Manager shall keep periods of suspension under review and will only continue for as long as is necessary.

Investigation

Method

The Disciplinary Manager will determine the most appropriate means of investigation to include conducting their own investigation or appointing an internal or external investigator. In all cases guidance should be sought from the relevant HR Business Partner before making this decision.

Investigations should be carried out without unreasonable delay and should incorporate both the employee's account as well as that of any relevant witnesses.

The amount of any investigation required will depend on the nature of the allegations and will vary from case to case.

Employees must co-operate fully and promptly in any investigation. This may include providing the names of any witnesses, disclosing relevant documents and attending interviews.

Employees may be accompanied at an investigative interview by a work colleague or trade union representative in an observer capacity to provide support, but not in the role of an advocate. The investigating officer may at their discretion allow the employee to bring a companion who is not a work colleague or trade union representative if this will help overcome a disability or if the employee has difficulty understanding English. In allowing this support the investigation must not be unreasonably delayed.

In all cases involving children and vulnerable adults, managers must contact their HR Business Partner who will refer to the Safeguarding Board Procedures before acting. In cases where there is a conflict between the Safeguarding Board procedures and the Disciplinary Policy/Procedures the Safeguarding Board procedures take precedence.

Notification

When the method of investigation and appropriate investigator has been selected, the Disciplinary Manager must inform the employee either verbally or in writing and explain what will happen next.

Outcome

At the outcome of the investigation, the Disciplinary Manager will consider whether on the facts there is a need for the formal procedure to be followed.

If it is decided that no further formal action is necessary the employee must be informed of this and a written record forwarded to HR Support in accordance with the Document Retention requirements at part 10 of this Procedure.

Grievances

Where an employee raises a grievance during a disciplinary process the disciplinary process may be temporarily suspended in order to deal with the grievance.

Where a grievance triggers a disciplinary investigation the grievance process may be temporarily suspended in order to deal with the disciplinary matter.

In any circumstance where both the grievance and disciplinary procedures apply in relation to the same facts it may be appropriate to deal with both matters together. This decision will be made by the Grievance and/or Disciplinary Manager.

4. Right to be Accompanied

Employees may bring a companion to any Disciplinary Meeting under this procedure. The companion may be a trade union representative or a work colleague.

The Disciplinary Manager may at their discretion allow the employee to bring a companion who is not a work colleague or trade union representative if this will help overcome a disability or if the employee has difficulty understanding English.

Companions may make representations and ask questions but should not answer questions on the employee's behalf. The employee may talk privately with their companion at any time.

Acting as a companion is voluntary and no employee is required to fulfil this role unless they are happy to do so.

If the employee's choice of companion is unreasonable they may be asked to choose someone else for example:

- If there is a conflict of interest or the companion's attendance may prejudice the Disciplinary Meeting; or
- If the companion's unavailability will undermine the Disciplinary Manager's ability to call a Disciplinary Meeting within the prescribed timeframes unless exceptional circumstances exist.

5.0 Arranging the Disciplinary Meeting

The Disciplinary Meeting will be held as soon as possible after the decision to follow the formal procedure.

At least 1 week prior to the Disciplinary Meeting the employee should be sent a letter requesting their attendance and dealing with the following matters:

- Confirming the date, time and venue;
- Confirming the allegations and a summary of the factual basis for them;
- Providing a copy of any relevant documentation supporting the allegations and a copy of the Disciplinary Policy and this Procedure;
- Asking for details of any witness or companions they intend to bring with them;
- In more detailed or complex matters, inviting them to submit written representations

- Informing them of any other persons who will be attending to give evidence e.g. where an investigation has taken place, the investigating officer; and
- Confirming the likely range of consequences if it is decided after the meeting that the allegations are true.

If the employee or their companion is unable to attend the meeting they must notify the Disciplinary Manager as soon as possible. They should be asked to suggest an alternative date so long as it is reasonable and unless exceptional circumstances exist not more than 1 week after the original date proposed.

The employee and/or their companion (if any) should make every effort to attend the Disciplinary Meeting.

If an employee continues to be unable to attend scheduled Disciplinary Meetings, a meeting may take place in their absence and a decision will be made on the evidence available. Where the Disciplinary Manager intends to hold the meeting in the employee's absence, the employee will be notified (where time permits in writing) beforehand.

In this procedure references to employee within the context of a Disciplinary Meeting or Appeal Meeting will be taken to also include references to their companion.

6.0 Disciplinary Meeting

The purpose of the Disciplinary Meeting is to enable the employee an opportunity to respond to the allegations of improper conduct before a decision is taken as to whether any further action is required.

If at any stage it becomes apparent to the Disciplinary Manager that further investigation is required, the Disciplinary Meeting should be adjourned to enable this.

Where dismissal is a possible outcome of the meeting, the Disciplinary Manager must be a Head of Service or Director.

Meeting format

- The Meeting will be chaired by the Disciplinary Manager and where appropriate an HR Business Partner will also be present.
- The Disciplinary Manager will present the allegations against the employee referring to the evidence that has been gathered.
- Where an Investigating Officer has been appointed and is required to attend the Disciplinary Meeting, they will take the role of Presenting Officer and will normally present first. The employee should be given an opportunity to ask questions at the end of that presentation.
- Where any other relevant witnesses attend to give evidence, including those called by the Presenting Officer, the employee should be given an opportunity to ask them questions at the end of each presentation.
- The employee will then present their response to the allegations referring to any evidence that has been gathered.

- Where the employee invites witnesses to attend to give evidence, the Disciplinary Manager will have an opportunity to ask them questions at the end of each presentation.
- Once the evidence has been explored, and the employee has been given an opportunity to comment and respond, the meeting should be adjourned for the Disciplinary Manager to reach a decision.
- The Disciplinary Meeting should be reconvened on the same day, unless there are matters arising which require further consideration or investigation which will take longer than the remainder of the day to complete.
- Where the Disciplinary Meeting cannot be reconvened on the same day, a future date will be arranged without undue delay. In such circumstances the employee should be given written notice of the date, time and venue at the earliest opportunity and not less than 3 days beforehand unless otherwise agreed.

7.0 Reaching a decision

Potential Outcomes

Warnings

Verbal Warning

This will usually only be appropriate in circumstances where improper conduct is being dealt with informally. Nevertheless, it may also be appropriate at the conclusion of the formal procedure for minor acts of misconduct where the employee has no other active warnings on their disciplinary record.

First Written Warning

This will usually be appropriate for a first act of misconduct where there are no other active written warnings on the employee's disciplinary record.

Final Written Warning

This will usually be appropriate for:

- Misconduct where there is already an active written warning on the employee's disciplinary record;
- Misconduct which is considered sufficiently serious to warrant a final written warning even though there are no other active warning on the employee's disciplinary record.

Content and time limits for warnings

Following receipt of a warning an employee should be clear on:-

- the nature of the misconduct;
- the change in behaviour required;
- the period for which the warning will remain active and
- the likely consequences of further misconduct during that period

A verbal and first written warning will usually remain active for 6 months and a final written warning for 12 months.

In exceptional cases e.g. those verging on gross misconduct, a final written warning may remain active indefinitely.

After the active period the warning will remain on the employee's personnel file but will be disregarded in deciding the outcome of future disciplinary proceedings.

Dismissal

The decision to dismiss an employee can only be taken by a Head of Service, Director (Tier 1 or 2) or above.

Dismissal will usually only be appropriate for:

- Further misconduct where there is an active final written warning on the employee's disciplinary record. In such circumstances the employee will usually be given notice in accordance with their terms and conditions;
- Any gross misconduct whether or not there are active warnings on the employee's disciplinary record. In such circumstances the dismissal will usually be immediate without notice or payment in lieu of notice (summary dismissal).

Alternatives to Dismissal

In some cases and entirely at the Disciplinary Manager's discretion, alternatives to dismissal may be considered and will usually be accompanied by a final written warning. Any such proposals should be permitted by the employee's contract and/or with the employee's agreement.

7.0 Communicating the decision

The Disciplinary Manager should reconvene the Disciplinary Meeting whether on the same or a different day to explain the decision and the reasons for it.

In appropriate circumstances and with the agreement of the employee it may be possible to agree for the decision to be communicated in writing only but in any event all decisions should be confirmed to the employee in writing within 1 week of the Disciplinary Meeting.

Where a decision is confirmed in writing the employee should be contacted by telephone on the day the letter is sent advising of the decision verbally and confirming that a letter is being sent or the letter must be hand delivered directly to the employee or they must be asked to collect the letter.

The decision letter should contain the following information:

- The decision made and the reasons for reaching it;
- Any required improvements or agreed actions;
- Confirming the employee's right to appeal and to whom.

If the employee is being dismissed the Disciplinary Manager should also explain any notice period that will apply and confirm any other relevant termination arrangements.

If the employee is being summarily dismissed, the Disciplinary Manager will make arrangements for the employee to be accompanied to their workstation and ensure that all Council property, including access cards/keys, mobile telephone and laptop computer is returned before they leave the premises. These situations will be handled in a sensitive and respectful manner.

The Disciplinary Manager should immediately notify payroll of an employee's dismissal and any relevant notice period.

8.0 Review Progress

The Disciplinary Manager will ensure that any dates set to review the employee's conduct are followed up and where the required standard is reached the employee should be advised of this.

If, at the review stage, the employee's conduct is not acceptable the Disciplinary Manager will decide on the appropriate course of action to take.

9.0 Appeal

If the employee is dissatisfied with the outcome of the disciplinary meeting, they may appeal in accordance with the [Appeals Policy and procedure <insert link>](#).

10.0 Document Retention

The Disciplinary Manager should forward copies of all paperwork relating to the investigation and Disciplinary Meetings to HR Support, Manor Drive. Any such correspondence should be labelled for the attention of the relevant HR Business Partner for the service area and marked as 'Strictly Private and Confidential'

Any paperwork provided will be stored and/or destroyed in accordance with the Council's records retention and management policies.

11.0 Further Information

For further advice and/or template letters please discuss with the HR Business Partner for your service area.

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GRIEVANCE POLICY

1.0 Purpose

This Procedure should be read in conjunction with the [Grievance Procedure <insert link>](#).

2.0 Purpose

The purpose of this policy is to enable employees (whether collectively or individually) to raise a grievance about problems or concerns at work, working conditions or relationships with colleagues (this includes bullying and/or harassment).

This Policy applies to all employees in work-related circumstances (whether or not in the workplace) regardless of their status or length of service.

This policy does not form part of any employee's contract of employment. It may be amended from time to time.

We operate a separate [Whistleblowing Policy <insert link>](#) to enable employees to report illegal activities, wrongdoing or malpractice however, where employees consider that they have been directly affected by the matter in question a grievance/complaint may be raised under this policy.

For matters that are the subject of collective negotiation or consultation with the trade unions, or where there is a dispute between Peterborough City Council and one or more recognised trade union refer to the [Collective Disputes Procedure <insert link>](#).

3.0 Definitions

This section is intended for guidance purposes only and in any circumstance where a legitimate grievance is raised, it must be dealt with in accordance with the [Grievance Procedure <insert link>](#).

Grievance

A grievance is a concern, problem or complaint that an employee would like to raise with their employer.

Issues that may cause grievances include but are not limited to:

- Harassment, bullying, discrimination and/or victimisation (refer to the [Grievance Procedure <insert link>](#) for further definition);
- Terms and conditions of employment;
- Health and Safety;
- Work relations;
- New working practices;
- Working environment; and
- Organisational change.

4.0 Key Principles

- Peterborough City Council expects and is committed to ensuring that all employees are treated and treat others with dignity and respect in an open and effective working environment.
- The intention is to always aim to resolve grievances informally where possible.
- All grievances will be treated seriously and addressed promptly and sensitively in accordance with the [Grievance Procedure <insert link>](#).
- In circumstances where a grievance is upheld Peterborough City Council will take all appropriate and recommended action.
- Proven allegations amounting to gross misconduct or misconduct on the part of employees will be dealt with under the [Disciplinary Procedure <insert link>](#).
- In any circumstance where a grievance relates to someone other than an employee all reasonably practicable steps (having regard to the needs of the business) will be taken to prevent against risks of recurrence.

GRIEVANCE PROCEDURE

These guidelines are to provide helpful information to assist the management of grievance issues and are not intended to amount to legal advice.

1.0 Introduction

This Procedure should be read in conjunction with the [Grievance Policy <insert link>](#).

2.0 Definitions

A grievance is a concern, problem or complaint that an employee or former employee would like to raise with their employer.

For the purposes of this procedure the 'Grievance Manager' is defined as the line-manager except in cases where this procedure is being instigated by a Director or Head of Service (Tier 1 and 2) in which case the 'Grievance Manager' will be the Chief Executive.

In this procedure references to employees will be taken to include references to current and/or former employees.

Unlawful Discrimination, Harassment and Victimisation

The definitions set out in the [Equality Policy <insert link>](#) will apply to grievances in relation to perceived acts of unlawful discrimination, harassment and victimisation.

Bullying

Bullying may be characterised as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power which is meant to undermine, humiliate or injure the person on the receiving end.

Power does not always mean being in a position of authority and can include both personal strength and the power to coerce through fear or intimidation.

Bullying may take the form of physical, verbal and non-verbal conduct and may include for example picking on someone or setting him or her up to fail or making threats or comments about someone's job security without good reason.

Legitimate, reasonable and constructive criticism of an employee's performance or behaviour or reasonable instructions given to workers in the course of their employment will not amount to bullying on their own.

A single incident can be bullying if it is sufficiently serious.

3.0 Raising Grievances Informally

If an employee has a grievance or complaint they should, wherever possible, start by talking it over with their manager to try and agree a solution informally.

Grievances should be raised as soon as possible after the event or incident complained of. In all circumstances grievances should be raised within 6 months unless exceptional circumstances exist which justify a departure from this.

Where an employee feels unable to speak to their manager for example because the complaint is about them, they should speak informally to a more senior manager.

Where informal discussion does not resolve the grievance the formal procedure (as set out below) should be followed.

4.0 Formal Written Grievances

If an employee's grievance cannot be resolved informally they should put it in writing and submit it to their line manager or where appropriate a more senior manager ("the Grievance Manager").

Written grievances should be headed "Formal Grievance" and detail the nature of the complaint as well as the outcome being sought.

If the Grievance Manager receives a document that looks like a formal grievance, but it is not in that format, the employee should be asked if he or she wants to follow the formal Grievance Procedure, and asked to provide the necessary information.

The Grievance Manager should clarify with the employee aspects of the grievance which may be unclear before any meeting takes place.

Collective grievances

Where an identical grievance is made by two or more employees (collective grievance) and all employees agree, a joint written grievance can be submitted. This should be headed "Formal Collective Grievance" and must:-

- detail the nature of the grievance and the outcome being sought;
- identify the individuals who wish to raise the grievance;
- identify any nominated trade union representative or colleague to represent them all;
- state that all have voluntarily consented to use the collective grievance process and;
- confirm that each individual understands that the grievance will give each of them the right to only one collective grievance meeting and outcome, and (if applicable) appeal meeting and outcome; and

If it is not agreed, separate grievances will apply.

Further attempts may be made to resolve the matter informally, depending on the nature of the complaint. However, if the employee is not satisfied with the outcome, they may insist on the matter proceeding to a full Grievance Meeting.

If the issue is proceeding to a full Grievance Meeting the employee should be informed and an explanation given of what will happen next.

Where an employee raises a grievance during a disciplinary process the disciplinary process may be temporarily suspended in order to deal with the grievance.

Where a grievance triggers a disciplinary investigation the grievance process may be temporarily suspended in order to deal with the disciplinary matter.

In any circumstance where both the grievance and disciplinary procedures apply in relation to the same facts it may be appropriate to deal with both matters together. This decision will be made by the Grievance and/or Disciplinary Manager.

5.0 Investigation

The Grievance Manager will determine whether or not an investigation of some or all of the issues raised by the grievance is required. This decision will ordinarily be taken either prior to or during the Grievance Meeting.

The Grievance Manager will determine the most appropriate means of investigation to include conducting their own investigation or appointing an internal or external investigator. In all cases guidance should be sought from the relevant HR Business Partner before making this decision.

The amount of any investigation required will depend on the nature of the allegations and will vary from case to case. It may involve collecting documentation from and/or interviewing and taking statements from the employee, the subject of the complaint and any other relevant witnesses.

Employees will not normally have the right to be accompanied at an investigative interview however a work colleague or trade union representative may accompany the employee in an observer capacity to provide support, but not in the role of an advocate. The investigating officer may at their discretion allow the employee to bring a companion who is not a work colleague or trade union representative if this will help overcome a disability or if the employee has difficulty understanding English. In allowing this support the investigation must not be unreasonably delayed.

Employees must co-operate fully and promptly in any investigation. This may include providing the names of any witnesses, disclosing relevant documents and attending interviews.

6.0 Right to be Accompanied

Employees may bring a companion to any Grievance Meeting under this procedure. The companion may be a trade union representative or a colleague.

The Grievance Manager may at their discretion allow the employee to bring a companion who is not a colleague or trade union representative if this will help overcome a disability or if the employee has difficulty understanding English.

APPENDIX B

Companions may make representations and ask questions but should not answer questions on the employee's behalf. The employee may talk privately with their companion at any time.

Acting as a companion is voluntary and no employee is required to fulfil this role unless they are happy to do so.

If the employee's choice of companion is unreasonable they may be asked to choose someone else for example:

- If there is a conflict of interest or the companion's attendance may prejudice the Grievance Meeting; or
- If the companion's unavailability will undermine the Grievance Manager's ability to call a Grievance Meeting within the prescribed timeframes unless exceptional circumstances exist.

7.0 Arrange a Grievance Meeting

The Grievance Meeting will be held as soon as possible and where achievable within 1 week of receiving a formal written grievance.

If the grievance is a collective grievance only one joint Grievance Meeting will be arranged.

At least 1 week prior to the Grievance Meeting the employee should be sent a letter dealing with the following matters:

- Confirming the date, time and venue;
- Asking for details of any witness or companions they intend to bring with them; and
- Informing them of any other persons who will be attending to give evidence e.g. where an investigation has taken place, the investigating officer.

If the employee or their companion is unable to attend the meeting they must notify the Grievance Manager as soon as possible. They should be asked to suggest an alternative date so long as it is reasonable and unless exceptional circumstances exist not more than 1 week after the original date proposed.

The employee and/or their companion (if any) should make every effort to attend the Grievance Meeting.

If an employee continues to be unable to attend scheduled Grievance Meetings, a meeting may take place in their absence and a decision will be made on the evidence available. Where Grievance Manager intends to hold the hearing in the employee's absence, the employee will be notified (where time permits in writing) beforehand.

In this procedure references to employee within the context of a Grievance Meeting will be taken to also include references to their companion.

Collective grievances

For collective grievances, if all individuals are members of the same trade union, their trade union representative can (if they all agree) raise the grievance on their behalf. Alternatively, they can agree to nominate one of them to act on behalf of them all. If there is no one nominated representative, the individuals will be entitled to address concerns individually at the Grievance Meeting, but they will have no additional right to be accompanied beyond having their colleagues present. If the individuals wish to be represented by their trade union representatives on an individual basis, the council will arrange to hear their grievances separately.

8.0 Grievance Meeting

The purpose of the Grievance Meeting is to enable the employee an opportunity to explain their grievance and how they think it should be resolved.

The employee should give sufficient detail to enable the Grievance Manager to either make a decision or determine what further investigation is required.

It is not anticipated that the Grievance Manager or employee will need to call evidence from witnesses however this will be at the Grievance Manager's discretion depending on the circumstances of the case.

Meeting format

- The employee should be asked to present the grievance, ensuring that it is confined to matters directly relevant to the issues raised.
- Where it is necessary for the employee to invite witnesses to attend and provide information, the Grievance Manger will have an opportunity to ask them questions at the end of each presentation.
- Where an Investigating Officer has been appointed and is required to attend the Grievance Meeting they will present the investigation report. The employee should be given an opportunity to ask questions at the end of that presentation.
- Where any other relevant witnesses attend to provide information, including those invited by the Investigating Officer, the employee should be given an opportunity to ask them questions at the end of each presentation.
- Once the evidence has been explored, and the employee has been given an opportunity to comment and respond, the meeting should be adjourned for the Grievance Manager to reach a decision.
- The Grievance Meeting should be reconvened on the same day, unless there are matters arising which require further investigation which will take longer than the remainder of the day to complete.
- Where the Grievance Meeting cannot be reconvened on the same day, a future date will be arranged without undue delay. In such circumstances the employee should be given written notice of the date, time and venue at the earliest opportunity and not less than 3 days beforehand unless otherwise agreed.

9.0 Communicating the decision

The Grievance Manager should reconvene the Grievance Meeting whether on the same or a different day to explain the decision, the reasons for it and any further action proposed to rectify the issues raised.

APPENDIX B

In appropriate circumstances and with the agreement of the employee it may be possible to agree for the decision to be communicated in writing only but in any event all decisions should be confirmed to the employee in writing within 1 week of the Grievance Meeting.

The decision letter should contain the following information:

- The decision made and the reasons for reaching it; and
- Confirming the employee's right to appeal and to whom.

For collective grievances each employee will be notified individually of the outcome.

10.0 Appeal

If the employee is dissatisfied with the outcome of their grievance, they may appeal in accordance with the [Appeals Policy and procedure <insert link>](#).

11.0 Document Retention

The Grievance Manager should forward copies of all paperwork relating to the grievance and Grievance Meetings to HR Support, Manor Drive. Any such correspondence should be labelled for the attention of the relevant HR Business Partner for the service area and marked as 'Strictly Private and Confidential'

Any paperwork provided will be stored and/or destroyed in accordance with the Council's records retention and management policies.

12.0 Further Information

For further advice and/or template letters please discuss with the HR Business Partner for your service area.

APPEALS POLICY

1.0 Introduction

This Procedure should be read in conjunction with the [Appeal Procedure <insert link>](#).

2.0 Purpose

The purpose of this policy is to enable employees an opportunity of appealing against a decision made under the following policies/procedures:

- Grievance
- Disciplinary
- Capability
- Flexible Working
- Retirement
- Redundancy

This Policy does not apply to employees who are subject to a probationary period ([refer to the Probation Policy <insert link>](#)).

This policy does not form part of any employee's contract of employment. It may be amended from time to time.

3.0 Key Principles

- The Council recognises that the opportunity to appeal against a decision is essential to natural justice and is committed to ensuring that all appeals are dealt with promptly and sensitively.
- Where possible the appeal hearing will be conducted impartially by a more senior employee who was not involved in making the original decision.
- The potential outcomes of an appeal are as follows:
 - original decision upheld in its entirety;
 - original decision upheld but with a different sanction imposed;
 - original decision overturned.
- The outcome of an appeal will never exceed the original sanction imposed.
- The decision of the Appeal Hearing Manager is final.

Appeals Procedure

These guidelines are to provide helpful information to assist the management of appeals and are not intended to amount to legal advice.

1.0 Introduction

This Procedure should be read in conjunction with the [Appeals Policy <insert link>](#).

In this procedure references to:

- employees will be taken to include references to current and/or former employees;
- In this procedure references to employee within the context of a Disciplinary Meeting or Appeal Meeting will be taken to also include references to their companion.
- the Appeal Manager outside the context of the Appeal Meeting itself will be taken to include references to their duly nominated representative(s); and
- the Appeal Manager in the context of the Appeal Meeting will be taken to include references to the Chairman of the Employee Appeals Sub-Committee or in all other cases the senior manager hearing the appeal.

In any circumstance where an appeal is raised in accordance with the Appeals Policy, this Procedure should be instigated

2.0 Employee Submits Appeal

The employee must put their appeal in writing (“the Appeal”) to the person stated in the letter confirming the disputed decision. This person will be responsible for arranging and hearing the appeal (“the Appeal Manager”).

Appeals should be submitted within 2 weeks of the decision having been made.

The letter of appeal should include details of the following:

- the date of the decision being appealed;
- the procedure under which the decision was made; and
- the reasons for appealing.

The decision as to whether or not there are reasonable and sufficient grounds to accept an Appeal is entirely at the discretion of the Appeal Manager. The Appeal Manager shall be entitled to request additional information from the employee for this purpose.

Where the appeal is against a decision made at a prior collective grievance meeting employees will not ordinarily be able to raise individual appeals. The decision in this respect will be entirely at the discretion of the Appeal Manager who should seek advice from the relevant HR Business Partner.

Appeals against disciplinary dismissals and any Grievance or Disciplinary appeal raised by a Director or Head of Service (Tier 1 and 2) will be heard by the Employee Appeals Sub-Committee (In this procedure references to Appeal Manager will be taken to include references to Employee Appeals Sub Committee). In all other circumstances appeals will be heard by a senior manager not involved in making the original decision.

3.0 Gather Information

Fact Finding

It is the responsibility of the Appeal Manager to collate all the information from the previous decision maker and to consider whether any further investigation is required prior to the Appeal Meeting.

Further Investigation

The Appeal Manager will determine whether or not a further investigation of some or all of the issues raised in the appeal is required. This decision will ordinarily be taken either prior to or during the Appeal Meeting.

The Appeal Manager will determine the most appropriate means of investigation to include conducting their own investigation or appointing an internal or external investigator. In all cases guidance should be sought from the relevant HR Business Partner before making this decision.

The amount of any investigation required will depend on the nature of the appeal and will vary from case to case. It may involve collecting documentation from and/or interviewing and taking statements from the employee and any other relevant witnesses.

Employees must co-operate fully and promptly in any investigation. This may include providing the names of any witnesses, disclosing relevant documents and attending interviews.

4.0 Right to be Accompanied

Employees have the same right to be accompanied as were available to them during the original decision making process.

5.0 Arrange Appeal Meeting

The Appeal Meeting will be held as soon as possible and where achievable within 2 weeks of receiving the Appeal.

The Appeal Meeting will normally take the form of a review of the original decision however in exceptional circumstances it will be by way of re-hearing. The decision as to the form the Appeal Meeting should take is entirely at the discretion of the Appeal Manager who should in all circumstances seek advice from the relevant HR Business Partner.

APPENDIX C

A review would not normally re-examine/question findings of fact but would instead look at such things as whether there were reasonable grounds for the decision, whether the procedure was followed correctly and whether the penalty was too high.

It is not anticipated that the original decision maker or employee will need to call evidence from witnesses at a review however this will be at the Appeal Manager's discretion depending on the circumstances of the case.

At least 1 week prior to the Appeal Meeting the employee should be sent a letter dealing with the following matters:

- Confirming the date, time and venue;
- Confirming whether the Appeal Meeting will be by way of review or re-hearing;
- Asking for confirmation of any witness whose attendance they may wish to request as well as confirmation of the timescale within which this information must be provided;
- Asking for confirmation of any companion they intend to bring with them and the timescale within which this information must be provided;
- Where appropriate, informing them of any other persons who will be attending to give/present evidence e.g. the investigating officer and/or witnesses supporting the original decision maker's case; and
- Enclosing copies of all relevant information and documents to be relied on.

Where issues are serious and/or complicated, the Appeal Manager may ask the employee to provide written information before the meeting in order that they can consider any written information and prepare fully.

If the employee or their companion is unable to attend the Appeal Meeting they must notify the person specified in the letter as soon as possible. They should be asked to suggest an alternative date so long as it is reasonable and unless exceptional circumstances exist not more than 1 week after the original date proposed.

The employee and/or their companion (if any) should make every effort to attend the Appeal Meeting.

If an employee continues to be unable to attend scheduled Appeal Meetings, a meeting may take place in their absence and a decision will be made on the evidence available. Where an Appeal Manager intends to hold the meeting in the employee's absence, this will be notified to the employee in writing beforehand.

An HR Business Partner will be present at all Appeal Meetings.

6.0 Appeal Meeting

The purpose of the Appeal Meeting is to address the concerns set out in the letter of appeal and to consider whether an alternative outcome is appropriate.

If at any stage it becomes apparent to the Appeal Manager that further investigation is required, the Appeal Meeting should be adjourned to enable this.

Meeting format

- The meeting should be confined to matters directly relevant to the issues raised in the letter of appeal.
- The original decision maker should present their case.
- The employee and Appeal Manager should be given an opportunity to ask questions at the end of each presentation.
- The employee should then present their case;
- The original decision-maker and Appeal Manager should be given an opportunity to ask questions at the end of each presentation.
- Once the evidence has been explored the Appeal Meeting should be adjourned for the Appeal Manager to reach a decision.
- The Appeal Meeting should be reconvened on the same day, unless there are matters arising which require further investigation which will take longer than the remainder of the day to complete.

In any circumstance where the Appeal Manager has required/permitted the attendance of witnesses and/or the Investigating/Presenting Officer, the employee and Appeal Manager will be given the opportunity to question them at the end of each presentation.

7.0 Reaching a Decision

Following the Appeal Meeting, the Appeal Manager may:

- Uphold the original decision in its entirety;
- Uphold the original decision but impose a different sanction;
- Overturn the original decision.

The outcome of an appeal will never exceed the original sanction imposed, however in exceptional circumstances, if new information comes to light during an Appeal Meeting, the Appeal Manager will pass this information to the appropriate person to consider whether further disciplinary action is necessary.

8.0 Communicating the decision

Confirming the Outcome

The Appeal Manager should reconvene the Appeal Meeting whether on the same or a different day to explain the decision, the reasons for it and any further action proposed to rectify the issues raised.

In appropriate circumstances and with the agreement of the employee it may be possible to agree for the decision to be communicated in writing only but in any event all decisions should be confirmed to the employee in writing within 1 week of the Appeal Meeting.

The decision letter should contain the following information:

- The decision made and the reasons for reaching it; and
- That the outcome is final and the appeals process has been concluded.

If an employee is being reinstated the Appeal Manager will notify the appropriate line manager so that payroll can be notified.

9.0 Document Retention

The Appeal Manager or should forward copies of all paperwork relating to the appeal and Appeal Meeting to HR Support, Manor Drive. Any such correspondence should be labelled for the attention of the relevant HR Business Partner for the service area and marked as 'Strictly Private and Confidential'

Any paperwork provided will be stored and/or destroyed in accordance with the Council's records retention and management policies.

10.0 Further Information

For further advice and/or template letters please discuss with the HR Business Partner for your service area.

REDUNDANCY POLICY

1. Purpose of the Policy

It is the intention of Peterborough City Council to manage the organisation in a manner which results in secure employment for all employees.

The purpose of this policy is to ensure that, whenever reductions in employee numbers become necessary the council will:

- communicate clearly with all affected employees;
- consult with employees and recognised trade unions;
- try to find ways of avoiding compulsory redundancies; and
- ensure that any selection for compulsory redundancy is undertaken fairly and reasonably.

This policy does not form part of any employee's contract of employment. It may be amended from time to time.

2. Key Principles

The council will always try to avoid the need for compulsory redundancies but sometimes these may be necessary.

Where the council is unable to avoid reducing employee numbers the council will try to minimise the effect of redundancies through the steps set out in this policy.

The council will not discriminate directly or indirectly on grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age. Part-time employees and those working under fixed-term contracts will not be treated differently to permanent, full-time comparators.

3. Avoiding Compulsory Redundancies

Where the council proposes to make redundancies, appropriate managers will enter into consultation with all affected employees on an individual basis and, where appropriate, also with recognised trade unions.

In the first instance the council will consider steps that might, depending on the circumstances, be taken to avoid the need for compulsory redundancies. Examples of such steps include:

- Reviewing the use of agency staff, self-employed contractors and consultants.
- Restricting recruitment in the affected categories of employee and in those areas into which affected employees might be redeployed.

- Reducing overtime to that needed to meet contractual commitments or provide essential services.
- Considering the introduction of flexible working arrangements, where these are practicable.
- Identifying suitable alternative work that might be offered to potentially redundant employees.
- Inviting applications for early retirement or voluntary redundancy. In all cases the acceptance of a volunteer for redundancy will be a matter of our discretion and we reserve the right not to offer voluntary redundancy terms or to refuse an application where it is not in the interests of the council to do so.

4. Making Compulsory Redundancies

Where it is not possible to avoid making compulsory redundancies appropriate managers will be tasked with identifying which roles are at risk. The criteria used to select those employees who will potentially be made redundant will be objective, transparent and fair and based on the skills required to meet existing and anticipated business needs.

Where practicable, employees will be offered posts which are directly comparable with their present post without the need for formal selection processes. This is referred to as **slotting**.

If a post is available for slotting which is:

- of the same grade or of one grade difference and
- the accountabilities are similar to those of the redundant post and
- where there are more 'at risk' candidates than posts;

Employees will be placed into a **selection pool** (also referred to as **ring-fencing**). If other employees do jobs that are interchangeable, or do the same or similar work, line managers will consider widening the pool to include these employees.

Those employees who have been provisionally selected for redundancy will be consulted with individually and in accordance with the guidance set out in the following documents:

- Management Guidance on Redundancy Consultation Procedure - Non Pools
- Management Guidance on Redundancy Consultation Procedure - Pools
- Management Guidance on Redundancy Selection Criteria - Pools

Where selection for redundancy is confirmed, employees selected for redundancy will be given notice of termination of employment in accordance with their contracts. Employees will be given the opportunity to appeal against this decision and further information can be found in the Council's Appeals Policy <insert link> and Appeals Procedure <insert link>.

Employees will also receive written confirmation of the payments that they will receive however the likely amount can also be calculated with reference to Annex A <insert link>.

Employees 'at risk' of redundancy will be advised of any recruitment opportunities until their termination dates. The manner in which redundant employees will be

invited to apply for and be interviewed for vacancies will be organised depending on the circumstances existing at the time. Alternative employment may be offered subject to a trial period where appropriate.

Where an 'at risk' employee takes on a new or revised post as part of a re-structure, they may be entitled to a measure of protected basic pay if appointed to a post which carries a lower level of grade or remuneration. The protection will be:

- Full protection of contractual basic pay applicable to the previous redundancy post for the first 12 months; followed by
- 50% of the difference between contractual basic pay applicable to the previous redundant post and the new posts for the next 6 months.
- Protection will cease after 18 months.

Pay protection excludes elements of variable pay, for example, Essential Car User allowance. The level of protection given will be discussed prior to the employee accepting the new/revised post.

Employees under notice of redundancy will be entitled to take a reasonable amount of paid time off work to look for alternative employment or to arrange training for future employment.

The council calculates redundancy based on an employee's actual week's pay multiplied by the number of statutory redundancy week's entitlement multiplied by an enhancement of 1.5.

Contractual pay is used to calculate an employee's actual week's pay i.e. no account will be taken of any salary sacrifice arrangements in place.

This policy will comply with the Local Government (Early Termination of Employment) (Discretionary Compensation) (England & Wales) Regulations 2006.

5. Repayment of redundancy

Rejoining the council or joining another body listed under the Modification Order within 4 weeks of the date of redundancy:

If the Council gives the employee notice of redundancy and before the dismissal takes effect the employee receives an offer of employment from another body specified in Schedule 2 of The Redundancy Payments (Continuity of Employment in Local Government) (Modification) Order 1999, the individual will lose entitlement to a redundancy payment.

This only applies where the relevant body makes the offer of a new job before the end of the old contract and the employment starts within four weeks of the date of redundancy.

Where this situation arises, any redundancy payment received must be repaid in full by the employee/ex-employee. This includes both the statutory and enhancement element of the redundancy payment and any payment in respect of compensation for loss of office.

Re-engagement following redundancy more than 4 weeks following the date of redundancy:

It is council's policy that no employee who has been made redundant will be permitted to rejoin the council within 12 months of the effective date of termination without the specific approval of the Chief Executive. If permission is given then the amount equivalent to the enhanced redundancy portion of the redundancy payment must be repaid in full. Any repayment must be repaid in full prior to rejoining the council.

In exceptional circumstances the Chief Executive can agree for this to be paid in instalments and a repayment schedule will be agreed or for the repayment requirement to be waived.

For the avoidance of doubt, re-employment/re-engagement includes those rejoining the council regardless of their employment/contractual status i.e. rejoining as agency/temporary workers, casual/relief workers, fixed term contract workers, consultants or interims etc.

Recruiting managers who rehire a redundant employee without seeking approval in line with this policy will face disciplinary action which could result in dismissal for a first offence.

6. Pension

If you are aged 55 or over you may be entitled to receive early payment of your pension benefits in accordance with the LGPS/TPS scheme rules.

Please follow the links below for further information:-

[Local Government Pension Scheme - Home Page](#)
[Teachers Pensions - Home Page](#)

Any individual who has previously retired on permanent ill-health, redundancy, or efficiency grounds from Peterborough City Council or an organisation falling within Schedule 1 of the Redundancy Payments (Continuity of Employment in local government etc) (Modification Order 1999 (regardless of whether with Peterborough City Council), is advised to contact the pensions administrators before accepting employment to ensure that they are fully aware of any implications regarding their pension.

7. Monitoring and review of the policy

This policy will be reviewed from time to time to ensure that it reflects our legal obligations and our organisational and business needs.

8. Further information

This Policy should be read in conjunction with the council's:-

- Equality and Diversity Policy
- Management Guidance on Redundancy Consultation Procedures - Non Pools
- Management Guidance on Redundancy Consultation Procedures - Pools
- Management Guidance on Compulsory Redundancy Selection Criteria - Pools.

REDUNDANCY READY RECKONER

		Service in years																	
Age in years	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
17	1.5																		
18	1.5	2.25																	
19	1.5	2.25	3																
20	1.5	2.25	3	3.75															
21	1.5	2.25	3	3.75	4.5														
22	1.5	2.25	3	3.75	4.5	5.25													
23	2.25	3	3.75	4.5	5.25	6	6.75												
24	3	3.75	4.5	5.25	6	6.75	7.5	8.25											
25	3	4.5	5.25	6	6.75	7.5	8.25	9	9.75										
26	3	4.5	6	6.75	7.5	8.25	9	9.75	10.5	11.25									
27	3	4.5	6	7.5	8.25	9	9.75	10.5	11.25	12	12.75								
28	3	4.5	6	7.5	9	9.75	10.5	11.25	12	12.75	13.5	14.25							
29	3	4.5	6	7.5	9	10.5	11.25	12	12.75	13.5	14.25	15	15.75						
30	3	4.5	6	7.5	9	10.5	12	12.75	13.5	14.25	15	15.75	16.5	17.25					
31	3	4.5	6	7.5	9	10.5	12	13.5	14.25	15	15.75	16.5	17.25	18	18.75				
32	3	4.5	6	7.5	9	10.5	12	13.5	15	15.75	16.5	17.25	18	18.75	19.5	20.25			
33	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	17.25	18	18.75	19.5	20.25	21	21.75		
34	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	18.75	19.5	20.25	21	21.75	22.5	23.25	
35	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	20.25	21	21.75	22.5	23.25	24	24.75
36	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	21.75	22.5	23.25	24	24.75	25.5
37	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	23.25	24	24.75	25.5	26.25
38	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	24	24.75	25.5	26.25	27
39	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	26.25	27	27.75
40	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	27	27.75	28.5
41	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	27	28.5	29.25
42	3.75	5.25	6.75	8.25	9.75	11.25	12.75	14.25	15.75	17.25	18.75	20.25	21.75	23.25	24.75	26.25	27.75	29.25	30.75
43	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	27	28.5	30	31.5

APPENDIX D

		Service in years																		
		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Age in years																				
44		4.5	6.75	8.25	9.75	11.25	12.75	14.25	15.75	17.25	18.75	20.25	21.75	23.25	24.75	26.25	27.75	29.25	30.75	32.25
45		4.5	6.75	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	27	28.5	30	31.5	33
46		4.5	6.75	9	11.25	12.75	14.25	15.75	17.25	18.75	20.25	21.75	23.25	24.75	26.25	27.75	29.25	30.75	32.25	33.75
47		4.5	6.75	9	11.25	13.5	15	16.5	18	19.5	21	22.5	24	25.5	27	28.5	30	31.5	33	34.5
48		4.5	6.75	9	11.25	13.5	15.75	17.25	18.75	20.25	21.75	23.25	24.75	26.25	27.75	29.25	30.75	32.25	33.75	35.25
49		4.5	6.75	9	11.25	13.5	15.75	18	19.5	21	22.5	24	25.5	27	28.5	30	31.5	33	34.5	36
50		4.5	6.75	9	11.25	13.5	15.75	18	20.25	21.75	23.25	24.75	26.25	27.75	29.25	30.75	32.25	33.75	35.25	36.75
51		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24	25.5	27	28.5	30	31.5	33	34.5	36	37.5
52		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	26.25	27.75	29.25	30.75	32.25	33.75	35.25	36.75	38.25
53		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	28.5	30	31.5	33	34.5	36	37.5	39
54		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	29.25	30.75	32.25	33.75	35.25	36.75	38.25	39.75
55		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	29.25	31.5	33	34.5	36	37.5	39	40.5
56		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	29.25	31.5	33.75	35.25	36.75	38.25	39.75	41.25
57		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	29.25	31.5	33.75	36	37.5	39	40.5	42
58		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	29.25	31.5	33.75	36	38.25	39.75	41.25	42.75
59		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	29.25	31.5	33.75	36	38.25	40.5	42	43.5
60		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	29.25	31.5	33.75	36	38.25	40.5	42.75	44.25
61		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	29.25	31.5	33.75	36	38.25	40.5	42.75	45
62		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	29.25	31.5	33.75	36	38.25	40.5	42.75	45
63		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	29.25	31.5	33.75	36	38.25	40.5	42.75	45
64		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	29.25	31.5	33.75	36	38.25	40.5	42.75	45
65		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	29.25	31.5	33.75	36	38.25	40.5	42.75	45
66		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	29.25	31.5	33.75	36	38.25	40.5	42.75	45
67		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	29.25	31.5	33.75	36	38.25	40.5	42.75	45
68		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	29.25	31.5	33.75	36	38.25	40.5	42.75	45
69		4.5	6.75	9	11.25	13.5	15.75	18	20.25	22.5	24.75	27	29.25	31.5	33.75	36	38.25	40.5	42.75	45

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Extract taken from Peterborough City Council Contract of Employment – Principal terms and conditions of appointment for a Head of/Assistant Director of/Director of Services Department

13. GRIEVANCE PROCEDURE

Details of the Council's scheme are annexed to and form part of this Contract of Employment (Annex A).

14. DISCIPLINARY PROCEDURES AND RULES

Details of the Council's scheme are annexed to and form part of this Contract of Employment (Annex B).

PETERBOROUGH CITY COUNCILGRIEVANCE PROCEDURE – CHIEF OFFICERS1. SCOPE OF THIS PROCEDURE

This Procedure will apply to Chief Officers only.

2. PROCEDURE

- 2.1 The Chief Officer may submit his/her Grievance in writing to the Chief Executive (or his/her nominee) at any reasonable time.
- 2.2 The Chief Executive (or his/her nominee) will consider the matter at the earliest opportunity and not later than 2 weeks from the date of receipt of the Grievance.
- 2.3 The Chief Executive will communicate his/her response in writing to the Chief Officer as soon as possible and within 7 days.
- 2.4 If the Chief Officer is not satisfied with the response, the Grievance will be considered by the relevant Committee of the Authority at the earliest opportunity and not later than 8 weeks from the date of receipt of the Grievance.
- 2.5 The Chief Executive will communicate the Committee response in writing to the Head of Service as soon as possible and within 7 days.

PETERBOROUGH CITY COUNCIL

DISCIPLINARY PROCEDURE – CHIEF OFFICERS

1. SCOPE OF THIS PROCEDURE

This Procedure will apply to Chief Officers only.

2. PROCEDURE

2.1 The Chief Officer to be advised that his/her conduct is regarded as unsatisfactory and to be given an opportunity to correct any shortcomings.

2.2 If no improvement occurs, the XChief Officer to attend a formal interview with the Chief Executive and be advised of the details of any unsatisfactory matter in the presence of a representative of his/her choice. Not less than 7 days' notice will be given prior to the interview. An adjournment may be necessary. Paid suspension from duty may be appropriate.

2.3 Only matters of Gross Misconduct can be considered as justifying dismissal in the absence of any prior warnings.

2.4 The findings of the Chief Executive to be advised in writing to the Chief Officer.

2.5 The Chief Officer to have the Right of Appeal against any Disciplinary Sanctions. That Appeal to be considered by the Policy Committee (or other Committee set up for the purpose). The Chief Officer to have not less than 7 days' prior notice of the day/date/time of the Appeal to enable full rights of attendance and representation to be available.

2.6 The decision of the Appellate Committee to be final.

3. DISCIPLINARY RULES

These are attached at Schedule 1 to this Procedure.

SEE SCHEDULE 1

4. FUTURE REVISION

The Peterborough City Council reserves the right to vary this Procedure by agreement or otherwise by the serving of six months' notice to that effect.

PETERBOROUGH CITY COUNCIL

DISCIPLINARY PROCEDURE

DISCIPLINARY RULES - SCHEDULE 1

1. MISCONDUCT

1.1 Misconduct is the commission (or omission) of any act which is less serious than gross misconduct and accordingly does not, by itself warrant dismissal for a first offence. However, if persistent, the misconduct may lead to dismissal. For example:-

- 1.1.1 unauthorised absence from the work place;
- 1.1.2 misuse of Council property or equipment such as to cause damage or loss;
- 1.1.3 abusive behaviour or offensive language;
- 1.1.4 unlawful discrimination or harassment against employees or member of the public in the course of duty;
- 1.1.5 insubordination;
- 1.1.6 gambling at work or on the Council's premises;
- 1.1.7 undertaking additional work (whether or not for payment or fee) which may be detrimental to the work to be performed as a full-time employee of the Council without permission of the Council;
- 1.1.8 breach of the Procedure to notify absence due to sickness;
- 1.1.9 failure to attend work punctually, when rostered for duty or in accordance with the flexitime requirement;
- 1.1.10 failure to use protective clothing, safety devices, or safe working methods when these are provided for the work in hand.

2. GROSS MISCONDUCT

2.1 Gross Misconduct is the commission (or omission) of any act which is so serious that the Authority cannot tolerate the continued presence of the employee responsible at work. For example:-

- 2.1.1 theft of the Council, Contractor, Client or employee property;
- 2.1.2 deliberate falsification of timesheet, expense claim or other document for financial gain of self or others;

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- 2.1.3 demanding or accepting gift, reward or other consideration (other than proper remuneration) for the performance of Official Duties;
- 2.1.4 demanding or accepting gift, reward or other consideration (other than proper remuneration) for the use of Council Property or the placing of Orders or Contracts;
- 2.1.5 deliberate refusal to carry out reasonable, lawful and safe instructions of the Council;
- 2.1.6 failure to carry out the agreed duties of the employee's job;
- 2.1.7 gross negligence in carrying out the agreed duties of the employee's job;
- 2.1.8 wilful infringement of any Safety Precautions;
- 2.1.9 being unfit for duty due to consumption of alcohol or drugs not in accordance with medical prescription;
- 2.1.10 unauthorised disclosure of information regarded as Confidential to the Council or its Officers;
- 2.1.11 any act of actual violence, threatened violence or vandalism in the course of employment;
- 2.1.12 any act of sexual misconduct or gross indecency;
- 2.1.13 aiding and abetting any act of Gross Misconduct.

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RETIREMENT POLICY

1.0 Policy Statement

Peterborough City Council is committed to adopting a flexible approach to retirement and there is therefore no compulsory retirement age for its employees.

2.0 Scope

This Policy applies to all employees as far as possible. A different procedure may be necessary for certain employees, e.g. those based in schools who are subject to procedures involving Governing Bodies.

This policy does not form part of any employee's contract of employment and may be amended from time to time.

3.0 Key Points

Flexible Retirement

Peterborough City Council will consider requests from employees aged 55 or over to reduce their hours, or move to a position on a lower grade, and elect in writing to draw some or all of the pension benefits already built up. Where there is a capital cost to Peterborough City Council it is unlikely that the request will be agreed.

This does not preclude younger employees requesting flexible working but without the payment of their retirement benefits.

All such requests should be in writing to the Head of Service who will be responsible for making the decision. The Head of Service will consider the needs of the business in making their decision and will only grant the request in exceptional circumstances where it is likely to result in a capital cost to the Council.

Pension scheme membership

The rules of the pension scheme, and any subsequent changes to the scheme or to statute will apply to this Policy.

Re-employment following redundancy, efficiency, or ill health dismissal, and/or retirement

Any individual who has previously retired on permanent ill-health, redundancy, or efficiency grounds from Peterborough City Council or an organisation falling with Schedule 1 of the Redundancy Payments (Continuity of Employment in local government etc) (Modification) Order 1999 is advised to contact the pensions administrators before accepting employment.

Discussion regarding retirement date

To assist with succession planning and operational issues managers should discuss the future plans of all employees during their at the annual performance development review ("APD").

Pre-retirement seminars

In circumstances where an employee expresses an interest in retirement during a PDR the Manager should discuss with them whether they wish to request a place at a pre-retirement seminar.

4.0 Further information

For further information regarding:

The local government pension scheme visit:

<http://www.cambridgeshire.gov.uk/jobs/benefits/lgps/current>

The teachers pension scheme visit:

<http://www.teacherspensions.co.uk/members/members1.htm>

The LGPS discretionary policy visit:

<http://insite/sites/intranet/InformationLibrary/Files/Discretion%20Policy%20Statement%20PC%20051010.pdf>

CHILDCARE VOUCHER SALARY SACRIFICE SCHEME INFORMATION

1.0 Childcare Vouchers

Peterborough City Council Childcare Voucher Salary Sacrifice Scheme is a benefit that enables parents to make substantial savings against the cost of their childcare and provides an easy payment method for certain types of childcare.

By opting to take part of your salary in childcare vouchers (this is also known as 'salary sacrifice'), you can take advantage of tax and National Insurance (NI) savings.

To join this scheme you must be the legal guardian of the child for which the childcare vouchers are going to be used to pay the care of.

What is Salary Sacrifice?

Salary sacrifice means exchanging part of your salary for a non-cash benefit – in this case childcare vouchers.

What type of vouchers will I receive?

Accor Services provide the vouchers on the council's behalf.

Childcare vouchers are available either as an electronic or a paper scheme. Electronic vouchers are the most popular format and work in a similar way to online or telephone banking. The vouchers are paid into your own online childcare vouchers account each month which you can access either via the internet or telephone to request payments to your carer(s).

2.0 Significant Savings

How much of my salary can I take in Childcare vouchers?

You can choose to take up to £243 per month (or £55 per week if you are paid weekly) of your salary in childcare vouchers if you are a basic rate taxpayer as this is the maximum tax and NI exempt voucher value. See below if you are a higher or additional rate taxpayer. Additional childcare costs will need to be paid direct to the childcare provider in the usual way.

How much can I save?

The exact amount you can save will depend on your individual circumstances, i.e. whether you are a basic rate or higher rate tax payer. However, as a guide it may be possible for you to save up to £933 per year if you are a basic rate taxpayer, up to £1,225 per year (£623 after April 2011) if you are a higher rate taxpayer and up to £1,516 (£606 after April 2011) a year if you are an additional rate taxpayer.

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Basic Rate Taxpayer (20% tax *12% NI)	Parents in the scheme before 6th April 2011	Parents who join the scheme after 6th April 2011
Weekly tax exempt amount	£55	£55
Monthly tax exempt amount	£243	£243
Annual tax exempt amount	£2,916	£2,916
Savings	£933	£933
Employer's NI Savings*	£402	£402

Higher Rate Taxpayer (40% tax *2% NI)	Parents in the scheme before 6th April 2011	Parents who join the scheme after 6th April 2011
Weekly tax exempt amount	£55	£28
Monthly tax exempt amount	£243	£124
Annual tax exempt amount	£2,916	£1,484
Savings	£1,225	£623
Employer's NI Savings*	£402	£205

Additional Rate Taxpayer (50% tax *2% NI)	Parents in the scheme before 6th April 2011	Parents who join the scheme after 6th April 2011
Weekly tax exempt amount	£55	£22
Monthly tax exempt amount	£243	£97
Annual tax exempt amount	£2,916	£1,166
Savings	£1,516	£606
Employer's NI Savings*	£402	£161

* new NI rate applicable from April 2011

Can my partner take childcare vouchers as well?

Yes. The savings you can make are per person – so if you have a wife, husband or partner who also works for an employer providing childcare vouchers, you could double your household savings.

How you choose to spend these savings is entirely up to you – whether it's on your childcare costs, treating the kids or that family holiday, the choice is yours.

You can see how much you could save by using the Tax & NI Savings Calculator at www.childcarevouchers.co.uk.

Will choosing childcare vouchers have an effect on the tax credits I receive?

If you receive the childcare element of working tax credits, which provides specific support related to childcare costs, this will in most cases be affected.

Your family will generally be better off accepting childcare vouchers in return for a salary sacrifice if you can answer “yes” to one or more of the following:

- Your eligible childcare costs are more than £175 per week if you have one child or £300 per week if you have two or more children.
- You are receiving tax credits at the family element (£545 per year, or £1090 per year if you have a baby aged under one) or less and you are claiming for your childcare costs.

Your family will generally be worse off or, at best, no better off accepting childcare vouchers in return for a salary sacrifice if you can answer “yes” to all of the following:

- You are receiving tax credits of more than £545 per year (or £1090 per year if you have a baby aged under one) and you are claiming for your childcare costs.
- Your eligible childcare costs are no more than £175 per week if you have one child or £300 per week if you have two or more children.

Please note that the council recommends that all parents who are currently in receipt of Child Tax Credit or Working Family Tax Credit contact the Inland Revenue Office to seek advice about how participating in the scheme will affect their entitlement before applying to join the scheme.

You can also use Accor Services’ free online Tax Credit Estimator to calculate the implications of choosing childcare vouchers and decide if they are right for you. Visit www.childcarevouchers.co.uk and click on the ‘Savings Calculator’ in the Parents’ area (your Scheme ID access code is available from HR Support).

3.0 Using your childcare vouchers

Childcare vouchers are not just for babies - they can be used to pay for the care of children up to the age of 15, or 16 if they are registered disabled.

You can also use your childcare vouchers to pay for the care of more than one child as long as you have parental responsibility.

Who can I pay with childcare vouchers?

Childcare vouchers can be used to pay for a wide range of childcare including:

- home based care such as childminders, nannies and au pairs*
- pre-school care such as nursery schools, play schools and crèches
- care for older children such as out of school clubs (breakfast clubs, afterschool clubs, boarding fees if they are invoiced separately to school fees) and holiday clubs

*Childcare provided in the child’s own home will not qualify if the person approved to give that childcare is a relative of the child, even if the relative is registered or approved. Childcare provided away from the child’s own home will not qualify if the person approved to give the care is related to the child and does not also look after unrelated child(ren).

You can use your childcare vouchers to pay more than one carer if you wish. The only condition is that your carer(s) will need to be registered with or approved by an appropriate body (such as Ofsted) and be affiliated to the Accor Services network.

The current registration and approval bodies include:

- Ofsted Childcare Register – Compulsory (England)

Childcare Voucher Salary Sacrifice Scheme
Effective: 1 April 2011

Human Resources
Peterborough City Council
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- Ofsted Childcare Register – Voluntary (England)
- Local Health and Social Services Trusts (Northern Ireland)
- The Care Commission (Scotland)
- Childcare Approval Scheme (Wales)
- The Care and Social Services Inspectorate Wales

For more information about 'registered' or 'approved' childcare visit www.hmrc.gov.uk/leaflets/ir115.pdf.

It is likely that your chosen carer(s) has been paid previously with Accor Services vouchers and is therefore already affiliated to the network. Simply ask them for their Accor Services Account Number, which will begin with a 'P' and which you will need in order to request electronic payments.

If your carer is not already affiliated with Accor Services or has not been paid with Accor Services vouchers before, they can complete a Childcare Provider Affiliation Request online by visiting www.childcarevouchers.co.uk.

How and when will my carer get paid?

Your carer will either be paid by cheque or bank transfer, depending on what method they selected when they completed their Childcare Provider Affiliation Request.

If you request a payment to your carer with electronic vouchers, Accor Services will issue it to them after you have requested it online or via the phone. Payment will be made either on the next working day or on an alternative date selected by the carer when affiliating with Accor Services.

Do I need my carer's bank account details?

No. You simply need their Accor Services Account Number in order to request payments to them via your online childcare vouchers account.

What happens if my childcare costs vary from month to month or if I only pay for childcare during the school holidays?

Take the total amount you pay for childcare in a year, divide by 12 and use this as your monthly amount which you receive in vouchers. You do not have to use childcare vouchers in the same month as you receive them.

4.0 Joining the Scheme

If you decide you would like to take part of your salary in childcare vouchers you will need to complete the [Salary Sacrifice Application and Agreement form](#) (available on InSite) and return to HR Support.

This form confirms that you have agreed with your employer to take part of your salary in childcare vouchers and that your monthly gross salary will be reduced by the amount you have chosen.

What happens next?

Once you have joined the scheme, and shortly before your first vouchers are due, you will receive a Parent Welcome Pack explaining how to use your electronic or paper vouchers.

5.0 Managing your vouchers

When will I receive my vouchers?

You would usually receive your first vouchers in the month following the month you joined. For example, if you submitted your [Salary Sacrifice Application and Agreement form](#) in April, you would normally receive your first vouchers in May. Contact HR Support if you need to confirm that this will be the case.

Who can I talk to about querying the voucher value credited to my childcare vouchers electronic account?

Contact HR Support.

Do I need to use my vouchers within a certain period?

You do not need to use your childcare vouchers in the same month as you receive them. However, an expiry date is printed on paper vouchers and you must present the voucher to your carer prior to that date. Your employer may have additional conditions on usage if you leave their employment.

Can I get a refund for unused vouchers?

No. Childcare vouchers are a non-cash benefit and therefore may only be used to pay for childcare. You should ensure that you do not agree to receive vouchers in excess of your childcare requirements, and you must tell your employer if your circumstances change.

6.0 A change in your circumstances or leaving the scheme

To comply with HMRC regulations employees must intend to commit to be in the scheme for a minimum of 12 months. During this time you cannot vary the amount you take in vouchers or leave the scheme unless as the result of a significant change in personal circumstances (major 'lifestyle change'). Lifestyle changes may include:

- a change in the type of childcare requirements
- a change to working hours or location
- leaving the organisation
- children starting school or in receipt of government funding
- significant changes in personal circumstances
- significant changes to employment i.e. change of role/hours of work/place of work
- long term illness
- birth or adoption of a child
- divorce/end of a long term relationship
- death of partner, child, childcare provider
- changes to financial circumstances that mean childcare vouchers are no longer appropriate

What happens if I go on maternity leave?

Statutory Maternity Pay is calculated on the salary earned in the 8 weeks prior to maternity leave, if childcare vouchers are taken during this period, these would not be considered part of salary, hence lowering the maternity pay that you may be eligible for. Employees participating in the scheme who become pregnant and ultimately due to take maternity leave are advised to contact HMRC for advice on whether to opt out of the salary sacrifice scheme or not. The following is a summary of either continuing with salary sacrifice or terminating the agreement:-

As the employee, if you continue your salary sacrifice arrangement	As the employee, if you terminate your salary sacrifice arrangement
The value of your SMP will be lower than it would be if no salary sacrifice arrangement was in place.	The value of your SMP will be greater than if you continue your salary sacrifice.
The value of your OMP will be lower than it would be if no salary sacrifice arrangement was in place – as your salary is reduced by the salary sacrifice.	The value of your OMP will be greater than if you continue your salary sacrifice – as your salary will no longer be reduced.
You will continue to receive your childcare vouchers non-cash benefit throughout the period of maternity leave.	You will cease to receive your childcare vouchers non-cash benefit when you terminate your salary sacrifice arrangement prior to the period of maternity leave.

If you start maternity leave without any childcare voucher benefit in place, you may enter into a salary sacrifice agreement during a maternity leave period but you will not receive the revised salary or benefit until you return to work.

How do I notify a change in circumstances/leave the scheme?

To satisfy HMCR Regulations in respect of salary sacrifice, an employee must give up the right to receive the salary before they start to earn it. You will therefore need to complete an [‘Amendment/Request for Change in Membership’ form](#) (available on InSite) a month before the month in which you wish the alternation to take effect. This should be returned to HR Support, Peterborough City Council, Manor Drive, Paston Parkway, Peterborough, PE4 7AJ.

If you leave the scheme you will not be able to re-join for a period of 6 calendar months from the termination date.

7.0 Childcare vouchers and other benefits

Joining a salary sacrifice scheme to receive childcare vouchers reduces your cash pay and the level of income tax and National Insurance Contributions (NICs). As your entitlement to some statutory benefits (such as Statutory Sick Pay, Statutory Maternity Pay, Statutory Paternity Pay, Statutory Adoption Pay and State Pension) is based on the amount you earn and your NICs, your current or future entitlement to contributions-based, earnings-related or income-related benefits may be affected. Tax credits are potentially affected by receiving childcare vouchers.

For more information about salary sacrifice and how it may affect your benefits visit http://www.hmrc.gov.uk/specialist/salary_sacrifice.htm or contact HMRC directly.

Other considerations

With the exception of maternity pay (see above) during a Salary Sacrifice Agreement, childcare vouchers can only be received in a pay period where sufficient qualifying salary is available.

Qualifying salary is pay which is due to you above the National Minimum Wage and the Lower Earnings Limit. Qualifying salary excludes any pay due to you in respect of statutory benefits.

A salary sacrifice must not reduce your cash pay below the National Minimum Wage or the lower earnings limit.

8.0 Further information/contact details

If you require further information contact HR Support at Manor Drive HRSupport@peterborough.gov.uk or alternatively you can visit www.childcarevouchers.co.uk or call Accor Services UK on 020 7887 1278.

For queries regarding tax credits contact HMRC on 0845 300 3900 (<http://www.hmrc.gov.uk/taxcredits>).

5.5 Transfer of Additional Paternity Leave (APL) to a mother's partner where the partner is a council employee

The right to take APL is available to parents of children due on or after 3 April 2011. The provisions enable eligible employees to take up to 26 weeks' APL within the first year of their child's life. To be eligible to take APL employees must:-

- have been continuously employed for 26 weeks by the 15th week before the expected week of childbirth and continue to be employed up to the date of taking APL and
- the mother must have returned to work having not exhausted her entitlement to maternity leave.

APL must be taken between 20 weeks and 12 months from the date of birth of the child. The entitlement is for a minimum of 2 weeks and a maximum of 26 weeks. The entitlement is to be taken in complete weeks and can only be taken as one period.

Additional statutory paternity pay (if applicable) will be applied.

Employees may, by agreement with their employer, work up to ten days, known as 'keeping in touch days' during the additional paternity leave period. These are days when the employee can carry out work for their employer, for which they will be paid.

Where an employee requires a period of APL they should request this, in writing, on the *Additional Paternity Leave Request Form* available on InSite, and send this to their Line Manager and HR Support at least 8 weeks before the leave is due to commence. A form will then be sent by HR Support to the employee's partner for completion.

If you are an employee wishing to transfer your additional paternity leave to a partner who is not a council employee, seek advice from your partner's employer.

6.4.3 Transfer of Additional Adoption Leave (AAL) to an adoptive parent's partner where the partner is a council employee

The right to take AAL is available to adoptive parents who are notified of having been matched with the child on or after 3 April 2011. The provisions enable eligible employees to take up to 26 weeks' additional adoption leave within the first year after the child's placement for adoption. To be eligible to take AAL employees must:-

- have been continuously employed for 26 weeks by the 15th week before the expected date of placement for adoption and continue to be employed up to the date of taking AAL and
- the adoptive parent must have returned to work having not exhausted their entitlement to adoption leave.

AAL must be taken between 20 weeks and 12 months from the date of placement for adoption. The entitlement is for a minimum of 2 weeks and a maximum of 26 weeks. The entitlement is to be taken in complete weeks and can only be taken as one period.

Additional statutory adoption pay (if applicable) will be applied.

Where an employee requires a period of AAL they should request this, in writing, on the *Additional Adoption Leave Request Form*, available on InSite, and send this to their Line Manager and HR Support at least 8 weeks before the leave is due to commence. A form will then be sent by HR Support to the employee's partner for completion.

If you are an employee wishing to transfer your additional adoption leave to a partner who is not a council employee, seek advice from your partner's employer.

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CYCLE TO WORK SCHEME

1.0 What is a cycle to work scheme?

Within the Government's Green Transport Plan, there's a tax exemption which allows employers to provide cycles and safety equipment/accessories to employees as a tax-free benefit.

Peterborough City Council purchases the cycle and equipment on behalf of the employee through a scheme administrator (Cyclescheme Ltd). Employees sign a hire agreement which enters them into a salary sacrifice arrangement for a period of 12 months. At the end of this period the employee purchases the cycle and equipment from the council for a residual amount (Fair Market Value payment).

This scheme is subject to amendment by the scheme administrators and any legislative/tax changes.

2.0 Eligibility

This scheme is open to all employees who meet the following eligibility criteria:-

- A permanent member of staff who is not working within their probationary period;
- On an employment contract which outlasts the duration of the salary sacrifice period;
- Employees should use the cycle and equipment mainly for commuting to and, if relevant, between work places (at least 50% of the cycle's use should be for work purposes). However, the cycle and equipment can also be used for non-work purposes and there is no need for employers to monitor individual usage or for employees to keep a mileage log. Please note that employees cannot claim business mileage allowance with a cycle that is being hired to them by the council.
- For the above reason, those employees who are classed as a key user will not be eligible to participate in the scheme – refer to the council's Travel and Subsistence Policy and Key User guidance for further details regarding key user status.
- Your earnings must remain above the National Minimum Wage after salary sacrifice and the salary sacrifice should not reduce your salary below the National Insurance Lower Earnings Limit (LEL) of £102 per week (2011/2012 figure). This is to protect any future statutory benefits such as Statutory Sick Pay and Statutory Maternity Pay. If employees are unsure whether they earn enough to be eligible to participate in the scheme it is advised that they contact their payroll department for advice.
- Under 18s can join the scheme if their guardian signs a guarantor agreement.
- An employee can only participate in one cycle salary sacrifice agreement at a time.

There is no credit check for employees wishing to participate.

3.0 Where can I get my cycle from?

Cyclescheme Ltd operates with local independent cycle shops rather than a sole supplier in order to give greater choice and to support investment in the local economy.

Cyclescheme Ltd have a network of 1,000+ Partner Stores providing access to over 400 different cycle brands, including the UK's most popular cycle manufacturers. Many of their Partner Stores provide electric cycles, folding cycles and other specialist cycles.

Some of Cyclescheme Ltd's Partner Shops are capable of supplying cycle packages by mail order, however local cycle shops are more convenient for offering advice, servicing, after sales and warranty. Please note that any delivery fees for mail order cycles must be paid for outside of the scheme (i.e. do not qualify for tax relief).

4.0 Joining the scheme

1. Employees choose the cycle shop that they would like to get their cycle and equipment from and pay them a visit. Click here for details of local participating stores. The shop will provide the employee with a written quote for the cycle and any equipment.
2. Employees click on the following link to apply for their chosen package by entering the details online and requesting a secure certificate www.cyclescheme.co.uk/5034d5.
3. Once the employee has requested a secure certificate a **salary sacrifice/hire agreement** will be sent to them to sign. This document confirms that their salary will be reduced by the financial value of the purchase price of a cycle and any cycle equipment and that the council will hire the equipment to them providing the cycle and any cycle equipment as a non-cash benefit. The council will countersign this agreement and the secure certificate will be sent to the employee within the next few weeks.
4. Once the employee receives their secure certificate/voucher, the employee contacts their chosen cycle shop to arrange collection.

The maximum value of the package for cycle and safety equipment/ accessories is £1,000 including VAT per certificate.

5.0 What is salary sacrifice and how do I save?

Salary sacrifice occurs when an employee agrees to give up part of their salary for an agreed period in exchange for a non-cash benefit, such as the loan of a cycle and safety equipment. As salary sacrifice is taken from the gross salary (before tax) rather than net pay it means the employee pays less income tax and National Insurance.

An employee can have more than one salary sacrifice agreement in effect provided this does not take them below the National Minimum Wage or National Insurance Lower Earnings Limit (see 2.0 above).

Typical savings for employees are between 32% and 42%, but the actual amount depends on the employee's personal tax band.

APPENDIX I

The tables below contain 2 examples of a higher and lower priced cycle and cycle equipment based on a higher rate tax payer with NIC (National Insurance Contributions) above the upper limit and a basic rate tax payer between the lower and upper NIC earnings limit.

<i>Example 1</i>	Cost of bike and accessories	Cost to employee	
		Higher rate tax payer paying NIC above upper earnings limit	Basic rate tax payer paying NIC between lower and upper earnings limit
	£	£	£
Bike RRP	800.00		
Safety accessories RRP	100.00		
value of goods	900.00		
Cost to be charged to employee through salary sacrifice	900.00	900.00	900.00
Employees PAYE saving through salary sacrifice		(360.00) = 40%	(180.00) = 20%
Employees National Insurance saving through salary sacrifice		(18.00) = 2%	(108.00) = 12%
Cost to employee		522.00	612.00
Saving based on cost of £900 **		42%	32%

<i>Example 2</i>	Cost of bike and accessories	Cost to employee	
		Higher rate tax payer paying NIC above upper earnings limit	Basic rate tax payer paying NIC between lower and upper earnings limit
	£	£	£
Bike RRP	250.00		
Safety accessories RRP	75.00		
value of goods	325.00		
Cost to be charged to employee through salary sacrifice	325.00	325.00	325.00
Employees PAYE saving through salary sacrifice		(130.00) = 40%	(65.00) = 20%
Employees National Insurance saving through salary sacrifice		(6.50) = 2%	(39.00) = 12%
Cost to employee		188.50	221.00
Saving based on cost of £325 **		42%	32%

** Savings are illustrative and are based on the employees 2011/2012 PAYE and National Insurance rates in the examples. The savings are reduced if the employer sells the cycle and equipment to the employee at the end of the hire period.

Pension contributions are calculated on gross salary prior to the deduction of salary sacrifice and will therefore not be affected.

6.0 Who is responsible for maintaining the cycle/what happens if it is stolen?

It is the employee's responsibility to maintain the cycle. Cyclescheme Ltd Partner Shops will be able to advise about maintenance and servicing depending on how the cycle is used and stores offer a free first service.

If the cycle is stolen, as long as the employee replaces the cycle and continues to use it mainly for commuting purposes, the employer can continue to take the salary sacrifice reductions from GROSS salary. This means the participant can still take advantage of the income tax and National Insurance Contribution (NIC) savings.

Cyclescheme Ltd strongly recommend that scheme participants insure the cycle and safety equipment as soon as they collect it from the store. Most cycle-specific insurance not only provides cover for the cost of theft replacement, but also provides personal and third party medical insurance cover and, in some cases, a roadside recovery service in the event of breakdowns. By insuring the cycle, scheme participants can now maintain their savings by avoiding hefty replacement costs in the event of theft, and continue to enjoy the full tax exemption for the rest of the hire period. For further information on cycle-specific insurance please visit [Cycleguard](http://www.cycleguard.co.uk) on www.cycleguard.co.uk (Cyclescheme Ltd participants can obtain a 10% discount on Insurance and Roadside Recovery).

7.0 What happens at the end of the hire period?

At the end of the hire period, Cyclescheme Ltd will contact employees to discuss the options available. The options will be to either:-

- Purchase the cycle and equipment by paying the market value
- Extend the hire period under a Modifying Agreement with Cyclescheme Ltd.
- Return the cycle and equipment to Cyclescheme Ltd.

Purchasing the cycle and equipment

If you wish to buy the equipment without affecting the tax benefits available under this scheme, the tax authorities require that you pay a "market value" for it. This value will be notified to you by Cyclescheme Ltd and will take into account the condition, the fact that it is not new and that you have been using it since you first hired it from the council.

Extending the hire period under a Modifying Agreement with Cyclescheme Ltd

This gives employees the option of extending the hire period with Cyclescheme Ltd under a 'Modifying Agreement.' A deposit to secure this agreement will be applicable and Cyclescheme Ltd will discuss all options directly with the employee.

The agreement will allow the employee to retain the equipment and use it for the purposes of commuting to and from work and leisure for a further 25 months. There are no additional salary sacrifice payments during the extended hire period.

At the end of the extended hire period Cyclescheme Ltd will contact the employee and may offer ownership of the cycle and equipment at a fair market value (the market value due should be less than the valuation provided at the end of the initial 12 month assessment). See section 9.0 below.

Returning the cycle and equipment to Cyclescheme Ltd

If employees do not wish to take ownership of the Equipment they must return the cycle and equipment to Cyclescheme Ltd. Employees **must** inform Cyclescheme Ltd that they wish to return the cycle and equipment by writing to Cyclescheme Ltd at the below address:

Cyclescheme Ltd
PO Box 3809
Bath, BA1 1WX

Once written notice is received by Cyclescheme Ltd they will contact the employee with further instructions. Whilst Cyclescheme Ltd will not charge for disposal of the cycle and equipment, employees will be required to deliver or post the cycle and equipment and are responsible for any financial cost in doing so.

Once the cycle and equipment has been received and verified as the original hired equipment employees will be contacted with an acknowledgement of receipt and no further correspondence will be sent to them.

If employees do not inform Cyclescheme Ltd of their intention to return the cycle and equipment, this would result in a benefit in kind that should be declared on a P11D which may result in any tax savings, made during the hire period, being disallowed. Furthermore, employees will be responsible to pay Cyclescheme Ltd any costs that they reasonably incur in recovering the cycle and equipment from the employee.

8.0 How is fair market value calculated when ownership of the cycle is transferred to the employee?

Until recently there has been no official guidance as to how to calculate fair market value for cycles and cycle accessories. In August 2010, Inland Revenue issued the following *Valuation* Table to help guide employers and employees into coming up with a realistic fair market value. The following table lists realistic % amounts but this may be subject to change in line with Inland Revenue recommendations.

The valuation table 2010/11 (subject to revision by guidance issued by HMRC)

Age of cycle	Acceptable disposal value percentage	
	Original price of the cycle less than £500	Original price £500+
1 year	18%	25%
18 months	16%	21%
2 years	13%	17%
3 years	8%	12%
4 years	3%	7%
5 years	Negligible	2%
6 years & over	Negligible	Negligible

9.0 What happens if an employee takes unpaid leave?

If an employee takes unpaid leave, including maternity and sickness leave, the council may suspend the salary sacrifice payments and extend the salary sacrifice/hire period for the number of unpaid months. However, this period will not be extended for more than 6 months beyond the initial 12 month hire period, and after 18 months from the start of the salary sacrifice/hire period, the full balance will become payable to the council.

10.0 What happens if an employee leaves their job or is made redundant?

Once signed, the Hire Agreement is non-cancellable following a cooling-off period of 7 working days following collection of the goods. This means that if an employee leaves or is made redundant from their employment during the hire period they are obliged to pay the remaining salary sacrifice amount in full from net pay i.e. without any tax exemptions. Any outstanding balance will be deducted from the employee's final salary. If the employee's final net salary payment is insufficient to meet the remaining hire charges then they will be required to pay the council the outstanding balance within 14 days.

11.0 Further information/contact details

Further information is available through the Cyclescheme Ltd website at <http://www.cyclescheme.co.uk>, by email employee-support@cyclescheme.co.uk or through their helpline on 0844 879 5101.

Alternatively you can contact HR Support at Manor Drive.