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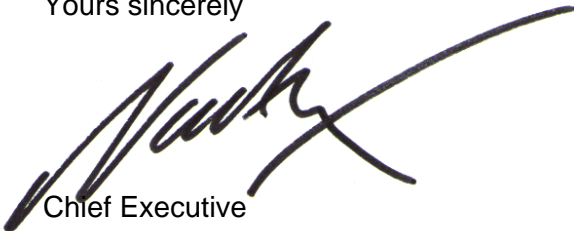
11 June 2010

Dear Councillor

NOTICE IS HEREBY GIVEN THAT a meeting of the **GENERAL PURPOSES** Committee will be held in the Council Chamber at these Offices on Monday 21 June 2010 at 5.00 pm when the following business will be transacted.

Members of the public who require further information are asked to contact Pauline Hodding on (01304) 872305 or by e-mail at paulinehodding@dover.gov.uk.

Yours sincerely



Chief Executive

General Purposes Committee Membership:

Councillor J C Record	(Chairman)
Councillor C J Smith	(Vice-Chairman)
Councillor G Cowan	
Councillor M R Eddy	
Councillor P A Watkins	

DECLARATIONS OF INTEREST

Members are required to disclose the existence and nature of a personal interest at the commencement of the item of business to which the interest relates or when the interest becomes apparent. An explanation in general terms of the interest should also be given to the meeting. If the interest is also a prejudicial interest, the Member should then withdraw from the room or chamber.

AGENDA

1. **APOLOGIES**
2. **APPOINTMENT OF SUBSTITUTE MEMBERS**

To note appointment of Substitute Members.

3. **MINUTES** (Page 3)

To confirm the attached Minutes of the meeting of the Committee held on 24 March 2010.

4. **COLLECTIVE AGREEMENT – TRADE UNION RECOGNITION AND PROCEDURE AGREEMENT BETWEEN DOVER DISTRICT COUNCIL AND UNISON [AND GMB]**
(Pages 4-24)

To consider the attached report of the Head of Paid Service.

5. **DISCRETIONARY PAYMENT OF ADDED YEARS** (Pages 25-32)

To consider the attached report of the Head of Paid Service.

Access to Meetings and Information

- Members of the public are welcome to attend meetings of the Council, its Committees and Sub-Committees. You may remain present throughout them except during the consideration of exempt or confidential information.
- All meetings are held at the Council Offices, Whitfield unless otherwise indicated on the front page of the agenda. There is disabled access via the Council Chamber entrance and a disabled toilet is available in the foyer. In addition, there is a PA system and hearing loop within the Council Chamber.
- Agenda papers are published five clear working days before the meeting. Alternatively, a limited supply of agendas will be available at the meeting, free of charge, and all agendas, reports and minutes can be viewed and downloaded from our website www.dover.gov.uk. Minutes are normally published within five working days of each meeting. All agenda papers and minutes are available for public inspection for a period of six years from the date of the meeting. Basic translations of specific reports and the Minutes are available on request in 12 different languages.
- If you require any further information about the contents of this agenda or your right to gain access to information held by the Council please contact: Pauline Hodding, Senior Democratic Support Officer, telephone: (01304) 872305 or email: paulinehodding@dover.gov.uk for details.

Large print copies of this agenda can be supplied on request.

Minutes of the meeting of the **GENERAL PURPOSES** Committee held at the Council Offices, Whitfield on Wednesday 24 March 2010 at 4.00 pm.

Present:

Chairman: Councillor J C Record

Councillors: B W Bano
S S Chandler
G Cowan

Officers: Head of Governance
Head of East Kent Human Resources Partnership
Senior Democratic Support Officer

Apologies for absence were received from Councillors C J Smith and P A Watkins.

489 SUBSTITUTE MEMBERS

It was noted that, in accordance with Rule 4 of the Council's Procedure Rules, Councillor S S Chandler had been appointed as substitute for Councillor C J Smith.

490 MINUTES

The Minutes of the meeting of Committee held on 28 January 2010 were approved as a correct record and signed by the Chairman.

491 EXCLUSION OF THE PRESS AND PUBLIC

RESOLVED: That, under Section 100(A)(4) of the Local Government Act 1972, the public be excluded from the meeting for the remainder of the business on the grounds that the item to be considered involves the likely disclosure of exempt information as defined in paragraph 1 of Part 1 of Schedule 12A of the Act.

492 EARLY RELEASE OF PENSION RIGHTS

The Head of East Kent Human Resources Partnership explained the three options available to the Council in respect of early release of pension rights for an officer whose post was redundant and for whom no suitable alternative post had been identified.

RESOLVED: (a) That Option three, as set out in the report of the Head of East Kent Human Resources Partnership, be approved.

(b) That the EK Joint Arrangements Committee and the EK Joint Scrutiny Committee be provided with a summary of lessons learned and a regular performance report on the future financial implications of shared services.

(Councillor B W Bano declared a personal interest for the reason that he was a beneficiary of the KCC Pension Scheme.)

The meeting ended at 4.35 pm.

REPORT OF THE HEAD OF PAID SERVICE

JOINT STAFF CONSULTATIVE FORUM – 16 JUNE 2010
GENERAL PURPOSES COMMITTEE – 21 JUNE 2010

**COLLECTIVE AGREEMENT – TRADE UNION RECOGNITION AND PROCEDURE
AGREEMENT BETWEEN DOVER DISTRICT COUNCIL AND UNISON [AND GMB]**

Recommendation

1. *That the General Purposes Committee approve the adoption of the Collective Agreement at Appendix 1; and*
2. *That the Chief Executive, as Head of Paid Service is authorised to sign the Collective Agreement at Appendix 1.*

Contact Officer: Nadeem Aziz, extension 2400.

Background

1. The current recognition agreement between Dover District Council and the two recognised trade unions, UNISON and GMB, has been in existence since 1994 with a number of minor revisions over the years, the most significant of which being the formalisation of a Consultation process in 1997. Further revision of the Consultation process was made in 2002, but again in a modest way. These agreements and processes remain in place.
2. It was acknowledged in 1994 that the agreement had been in force for a number of years and was out of date and indeed it recognises a number of unions who are no longer represented at the Council, or have been amalgamated into the two unions who have maintained representation into the Council. The historic recognition of UNISON and GMB, and the scope of recognition, is reflected in the constitution of the Joint Staff Consultative Forum, the functions of which include the function of acting as a medium for negotiations between the Council and its Officers.
3. However, whilst the written agreement itself deals with facilities rights and representational rights (levels 1 and 2 of recognition) and alludes to negotiation rights, these rights do not appear to be conferred by the agreement itself.
4. This is further born out by the fact that individual contracts of employment do not state that the Council recognises trade unions for the purposes of collective bargaining.
5. The Consultation Process states that "*for the purposes of this process, 'change' is taken to indicate substantial amendment to conditions of service, or working methods, which require formal approval ahead of implementation.*"
6. In the instance of the Council's recent removal of PMI and implementation of a new job evaluation scheme, the Council has followed the approach of recognising consultation rights (level 3), but not negotiating rights (level 4). Whilst the Council therefore, does not require the agreement of the unions to implement changes to grading structures, contractual terms & conditions, policies etc, the absence of a

7. Therefore, although DDC currently has a recognition agreement in place, the agreement does not go as far as giving the Unions negotiating and consultation powers on a collective basis.

Collective Bargaining

8. Collective bargaining means negotiations between an employer and appropriate representatives of the employees which are related to or connected with the following matters: terms and conditions of employment; physical working conditions; hiring; firing and suspension; discipline; union membership and union facilities, recognition and procedures.

Reasons why a decision is required

9. Section 188 of the Trade Union and Labour Relations Consolidation Act 1992, places a duty on public authorities to collectively consult, where it is proposing to change its terms and conditions of employment and/or contemplating dismissing as redundant more than 20 employees. The Act defines "redundancy" for collective consultation purposes as a dismissal "not connected with the individual worker concerned". This type of redundancy and the procedures required is different from statutory redundancy under the Employment Relations Act 1996.
10. The statutory consultation requirement relating to redundancy is that all affected employees must be properly consulted using the recognised trade union representation. The requirement to consult extends to employees who are indirectly affected as well as those directly affected by the proposed changes.
11. Whilst, the Council's main aim and objective is to ensure as far as possible a stable working environment and security for its employees, the implications of the Council's current proposal of a revised employment stability policy could be that the terms and conditions of employment of members of staff could be significantly altered and there is a possibility that more than 20 members of staff could be affected by redundancy.
12. Furthermore, in light of the shared services agenda and increased partnership working, UNISON has expressed an interest in developing a joint branch executive between the four Councils of the East Kent Cluster.
13. In excess of 66% of staff at Thanet District Council are members of one of their recognised trade unions, UNISON and GMB. Over fifty percent of Dover's workforce are members of UNISON, with a small representation from GMB. Canterbury and Shepway are understood to have similar numbers of members.
14. Management supports collective bargaining for its employees to ensure that they are treated equitably with colleagues within the Cluster and to improve and streamline the consultation and negotiation process. Currently, collective bargaining is practiced at Canterbury City Council and Shepway and Thanet District Councils, which would mean that Dover District Council would have to continue to consult and negotiate individually. The reality here being that as the shared services agenda moves forward, the scenario may arise where there are two bodies of employees under the same management who have very different recognition rights. The Council could therefore be challenged that this placed its own employees at a disadvantage.

15. The purpose of the Collective Agreement is therefore to establish local consultative and negotiating arrangements for all categories of staff within DDC. This Agreement shall be the sole basis for negotiation, consultation and representation for staff. The adoption of the Collective Agreement is recognised as a change to the terms and conditions of this Council and as such needs to be properly authorised by the Council or a committee of the Council with delegated responsibility.

Options available to the Council with assessment of preferred option

16. Option 1: To approve the adoption of the collective agreement and that the Chief Executive, as the Head of Paid Service signs the agreement, which is then to be managed through the Joint Staff Consultative Forum. To also approve consultation with members of staff on the variation of contract which adoption of the collective agreement would entail. This is the recommended approach as both management and the recognised trade unions are agreement to adopt this approach.
17. Option 2: Not to approve the adoption of the collective agreement. This is not the preferred option. If not adopted, members of staff will continue to be consulted individually on any proposed future changes to terms and conditions and may therefore have different recognition rights to those of their colleagues at the partner authorities.

Information to be considered in taking the decision

18. This Agreement seeks to establish the basis on which DDC recognises the staff Trade Unions, and provides for the establishment of arrangements to govern its future relationship with those Trade Unions. This Agreement seeks to foster the best possible relations between DDC, its employees and the Trade Unions and to provide a mutually understood method of discussion, consultation and negotiation, through the maintenance and development of effective joint negotiating and consultative machinery.
19. DDC and the Trade Unions agree that in order to maintain good relationships, issues should be discussed without undue delay and be resolved at the earliest stage through constructive collective bargaining. To this end, there will be the minimum of delay where possible in arranging meetings between DDC and the recognised Unions.
20. Negotiation is the process of discussion between DDC and the Unions with a view to reaching agreement and avoiding disputes. Consultation is the process by which management and the Unions consider and discuss issues of mutual concern. It involves seeking solutions to problems through a genuine exchange of views and information. The Joint Staff Consultative Forum (JSCF) will provide the structure for negotiation and for settlement of pay and conditions of service.
21. The purpose of the JSCF will be to negotiate on matters, which are incorporated into the contract of employment, including the defined procedures of the Conditions of Service and to engage in consultation on issues that either side wishes to raise. Items for discussion will be identified in the JSCF agenda and may well include some of the following:
- Health and Safety
 - Disciplinary and grievance procedures
 - Procedures and policies affecting employment and pay

- Procedures and policies relevant to gender, race, disability and other equality related matters
- Interpretation of HR policies and procedures
- Redundancy avoidance (where possible) and redundancy selection criteria (where avoidance is not possible)
- Restructurings
- Disclosure of information as defined in Sections 181-185 of the Trade Union and Labour Relations (Consolidation) Act 1992
- Implementation of pay and conditions of employment as a result of legal changes
- Revisions to the recognition procedure and facilities.

22. In establishing a collective bargaining agreement for the purposes of recognition, consultation and negotiation, the Council will need to seek agreement from its employees to vary the contract of employment to this effect. The Council will therefore need to consult individually on this proposed change.

Background Papers

None

Resource Implications

Requirement from Current Budget	Requirement for Additional Budget	
	Current Year	Full Year
No additional resource implications, if adopted it offers potential savings through a smoother more formalised consultative process.	Nil	Nil

Impact on Corporate Objectives and Corporate Risks

Formal collective bargaining, will aim to maintain an informed and motivated workforce focused on assisting the Council in achieving its objectives.

Consultation

The recognised Trade Unions have been fully consulted and involved in developing this agreement.

Attachments

- Appendix 1 – Trade Union recognition and procedure agreement.
- Appendix 2 – Extract from the Constitution Part 3 Section 7: Consultative Committees And Advisory Boards - Joint Staff Consultative Forum

NADEEM AZIZ

Head of Paid Service

TRADE UNION RECOGNITION AND PROCEDURE AGREEMENT

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TRADE UNION RECOGNITION AND PROCEDURE AGREEMENT BETWEEN:

DOVER DISTRICT COUNCIL AND UNISON AND GMB

1. Purpose and Intent

1.1 This Agreement is entered into by Dover District Council, hereafter referred to as DDC, GMB and Unison.

1.2 This Agreement establishes the basis on which DDC recognises the staff Trade Unions, and provides for the establishment of arrangements to govern its future relationship with those Trade Unions.

1.3 It is the spirit and the intention of this Agreement to foster the best possible relations between DDC, its employees and the Trade Unions and to this end to provide a mutually understood method of discussion, consultation and negotiation, through the maintenance and development of effective joint negotiating and consultative machinery.

1.4 DDC and the Trade Unions agree that in order to maintain good relationships, issues should be discussed without undue delay and be resolved at the earliest stage through constructive collective bargaining. To this end, there will be the minimum of delay where possible in arranging meetings between DDC and the recognised Unions.

1.5 DDC recognises the right of Trade Union members and of Representatives elected and appointed through agreed procedures to have the assistance of a full time regional official.

1.6 The purpose of the Agreement is to establish local consultative and negotiating arrangements for all categories of staff within DDC.

1.7 The signatories to this Agreement accept the requirement to develop confidence in the local negotiating machinery and accept that it is in their mutual interest that agreements made through the local collective bargaining machinery are implemented in so far as is

possible and appropriate for DDC. Such agreements jointly arrived at will be acted on in good faith by DDC and the staff unions.

1.8 The signatories to this Agreement recognise that it is in the interests of the parties to it that service provision of the highest possible quality shall be effectively facilitated to the benefit of DDC.

1.9 The signatories to this document agree that it does not inhibit the requirement for direct and constructive relationships between individual employees and the employer.

2. Scope of the Agreement

2.1 DDC recognises that the named staff unions are the sole bargaining agents for the groups of staff identified in the consultative and negotiating machinery.

2.2 The Agreement applies to employees working in all premises, offices, buildings and other establishments existing and operational from the date of commencement of this Agreement, which form part of DDC's operations, and any other locations where employees may be required to attend in the course of their work.

2.4 Staff who may from time to time be seconded to DDC may not necessarily fall within DDC's procedures in the same way as ordinary contract holders. Their statutory rights will be observed in the light of their particular contractual relationships with DDC and with the bodies from which they are seconded.

3. Rights and Obligations

3.1 The existence of this Agreement does not inhibit an employee's right of access to DDC's management, or the management's right to communicate directly with its employees, or the recognised staff unions' right to communicate with their members.

3.2 DDC agrees that in relation to employees as defined above, it will afford negotiating and consultation rights to [GMB] and UNISON concerning the matters covered in this Agreement.

3.3 DDC, [GMB] and UNISON recognise that while it is not obligatory for any individual to join a trade union, DDC actively encourages its employees to become a member of one of the recognised unions, so that all negotiations and communications affecting both parties may be conducted on a fully representative basis.

3.4 This Agreement shall be the sole basis for negotiation, consultation and representation for staff.

3.5 Nothing in this document is intended to make less favourable or remove any existing rights guaranteed by employment law, or entitlements contained in national or local collective agreements.

3.6 It is accepted that information discussions between DDC and Local Officers of the staff unions may be beneficial at any stage within the procedure.

3.7 Variations or changes to this Agreement can only be made by mutual agreement between the signatory staff unions to the document and authorised representatives of DDC.

3.8 The signatories to the Agreement agree that whilst genuine and committed efforts will be made to resolve matters of mutual interest through consultation and negotiation, the

responsibility for the planning, reward, organisation, appraisal and review of staffing resources rests with DDC.

3.9 DDC undertakes to supply both GMB and Unison the necessary information for it to carry out effective consultation and negotiation. Where it is justified in the legitimate interests of the council, DDC may impose a confidentiality restriction on any information, or document it provides to elected representatives of a trade union.

3.10 In these circumstances, the recipients may not disclose any such information to third parties without written consent of DDC, which will not unreasonably be withheld. Any written consent will be subject to a requirement that any person with whom the information or document is shared must themselves be bound by an obligation of confidentiality.

3.11 The signatories to the Agreement recognise that, from time to time, issues may occur where both sides have different interests and those interests are best reconciled by agreeing to the resolution procedure (Appendix). On that basis, the unions recognise that industrial action is counter-productive, given the principles of the Agreement, and agree to commit to no industrial action prior to exhausting the dispute resolution procedure, not withstanding the fact that official strike action is protected by legislation.

3.12 In turn, DDC agrees not to implement the particular change required on a matter subject to collective bargaining until the appropriate dispute resolution procedure is exhausted.

4. Roles and Responsibilities

4.1 In order to support the implementation of the procedures detailed in this Agreement, roles and responsibilities are outlined below:

4.2 There will be a **Joint Staff Consultative Forum** consisting of the recognised Trades Unions and five Members of the Council. Members of senior management team, or their nominated substitutes, will attend as required for the purposes of consultation and negotiation.

Members of the Council shall have no involvement in negotiation between management and the unions, but may act in an advisory capacity if required with the agreement of both management and the trade unions. Negotiation agreements will be achieved only between management and the recognised trades unions and the views of Members will have no bearing on such negotiations unless expressly solicited with the agreement of both parties.

The JSCF will be the forum in which representatives of DDC and the Unions meet quarterly to consult, negotiate and resolve matters of collective disagreements relating to conditions of employment and other matters of common concern for the purpose of achieving understanding and agreement.

4.3 **Local Union Representatives** shall be elected from the staff of DDC in accordance with the rules of the Unions to represent their members. The Unions shall notify the East Kent HR Partnership (EKHRP) in writing of the names of all representatives together with any changes.

4.4 **DDC Management** will provide secretariat support for the work of the JSCF, including the preparation of an agreed agenda based upon the agreed protocols of the Committee.

4.5 DDC will provide a full list of all full and part-time staff and, thereafter, regular updates of new employees and leavers, (subject to any individual withholding their consent to the provision of such information under the Data Protection Act).

4.6 Appropriate facilities will be provided for the Trade Unions to facilitate representation/negotiation on behalf of members (see Appendix).

5. Procedures for Negotiation and Consultation

5.1 In the first instance, day-to-day issues will normally be discussed between the appropriate representatives of GMB and UNISON and the appropriate line manager and EKHRP representative.

5.2 DDC recognises the importance of close and co-operative relations with all sections of the staff of DDC, especially during periods of change. To that end the parties to this Agreement shall form the JSCF which will provide an institutional-wide forum for discussion, a conduit for information and a vehicle in which to conduct employee relations.

5.3 The JSCF will consider matters relating to conditions of employment and other matters of common concern in order to reach understanding and agreement. It will be a forum for communication, consultation and negotiation.

For the purpose of the Agreement, negotiation is the process of discussion between DDC and the Unions with a view to reaching agreement and avoiding disputes. Consultation is the process by which management and the Unions consider and discuss issues of mutual concern. It involves seeking solutions to problems through a genuine exchange of views and information.

5.4 The overall objective is that DDC management and its recognised staff unions will work together and examine jointly matters of concern to both sides with a view to reaching understanding and, where appropriate, agreement.

5.5 The Head of Paid Service will seek independent advice on market positioning regarding pay and the JSCF will provide the structure for negotiation and for settlement of pay and conditions of service in the light of locally agreed decisions. The recognised trades unions may either consider and respond directly and/or after seeking their own independent advice.

5.6 The purpose of the JSCF will be, inter alia, to negotiate on matters which are incorporated into the contract of employment, including the defined procedures of the Conditions of Service and to engage in consultation on issues that either side wishes to raise. Items for discussion will be identified in the JSCF agenda and may well include some of the following:

- Health and Safety
- Disciplinary and grievance procedures
- Procedures and policies affecting employment and pay
- Procedures and policies relevant to gender, race, disability and other equality related matters
- Interpretation of HR policies and procedures
- Redundancy avoidance (where possible) and redundancy selection criteria (where avoidance is not possible)
- Restructurings
- Disclosure of information as defined in Sections 181-185 of the Trade Union and Labour Relations (Consolidation) Act 1992
- Implementation of pay and conditions of employment as a result of legal

changes

- Revisions to the recognition procedure and facilities.

5.7 It is expected that all groups will wherever possible seek in advance a mandate to reach agreement. However, it may be that for certain decisions either or both groups will need to take further advice, or to refer the matter to another forum. If during the course of a JSCF, the parties record a failure to agree the matter will then be considered under the terms of the Disputes Procedure, which is contained in Appendix of this Agreement. Nothing within this article will prevent the sides agreeing to reconvene the JSCF for further deliberations before invoking the Disputes Procedure.

5.8 It is agreed that until these procedures have been exhausted, the status quo ante shall be maintained.

5.9 The JSCF shall comprise at least one representative from the recognised unions and DDC management, including the Chief Executive, or his representative, Head of Governance, Head of Finance and Head of East Kent HR Partnership. Other members of DDC's management team will be included as appropriate to the items of the agenda, but wherever possible there will be an equal number of union representatives and management representatives in attendance at each meeting. Extra representatives could attend for specific agenda items by prior agreement and where appropriate [GMB] and UNISON regional officers may be in attendance.

6. Arrangements for Meeting

6.1 The JSCF will meet at least quarterly, or at the request of either side. Dates of meetings for the full year will be agreed annually.

6.2 Special interest meetings will take place as and when required if issues arise which are discrete to a particular union. Both DDC managers and staff unions will nominate an equal number of members. The nature of the issue may require the advice and attendance of staff who are not members of the JSCF and in these circumstances relevant staff can be co-opted subject to the agreement of both parties.

6.3 Minutes will be taken of all meetings by a minute taker provided by management. Draft minutes will be agreed between the Secretaries of each union and the Chief Executive, prior to being published.

6.4 Notice of a meeting, together with the agenda and appropriate papers, shall normally be circulated at least normal JSCF timescales working days in advance of the meeting. In the case of urgent issues, this provision can be varied by agreement of the Secretaries and Chief Executive.

6.5 Items for the agenda should be received by the , working days in advance of the meeting. Urgent items may be tabled with the agreement of the Secretaries and Chief Executive. Meetings may only be cancelled, or rescheduled by agreement with the Secretaries and the Chief Executive.

7. Variation and Termination of this Agreement

7.1 This Agreement shall continue until terminated by three months' prior notice given in writing by either party to the other. During the notice period, the status quo ante will be maintained.

7.2 In accordance with the provisions of the Trade Union and Labour Relations (Consolidation) Act 1992 Part IV, section 179, clause 3 (b) the parties agree that although this Agreement is not a legally enforceable contract it is binding in honour upon them.

8. Date of Commencement

This Agreement is effective from .

The parties to this Agreement are committed to take all reasonable measures to honour and meet the terms of the Agreement.

9. Signatures of the Parties to This Agreement

Signed on behalf of **Dover District Council**

Signature

Printed Name

Date

Signed on behalf of the **Signatory Unions:**

UNISON

Signature

Printed Name

Date

Signed on behalf of the **Signatory Unions:**

GMB

Signature

Printed Name

Date

Procedure for Dealing with Unresolved Issues

It is agreed by all parties to the Agreement that every attempt will be made to use the procedures above to avoid dispute. Where there is a failure to agree, a formal Failure to Agree should be recorded and the Failure to Agree Procedure should be invoked. When a formal Failure to Agree has been recorded, the status quo shall apply and no form of industrial action shall be taken until this procedure has been exhausted.

Failure to Agree Procedure

Stage 1

- (a) The Failure to Agree should be referred to a meeting to be chaired by the a Member?, or an authorised representative.
- (b) The meeting shall be held as soon as possible and normally within five working days.
- (c) Members of the Joint Committee will attend the meeting.
- (d) The Chair will be responsible for keeping a record of the main points of the meeting and recording the outcome.
- (e) If a resolution is not reached, the matter will be referred to Stage 2.

Stage 2

- (a) DDC management and the unions shall jointly refer the mater for conciliation or arbitration to ACAS, or a jointly agreed third party.

CONSULTATION PROCESS

Steps to be taken by Management

1. Initial idea formulated and discussed within Corporate Management Team.
2. Discuss implications with the East Kent HR Partnership (EKHRP).
3. Discuss with the appropriate Portfolio Members, if appropriate.
4. Informal consultation with the Trade Union local representatives i.e. Secretary/Chairperson. At this stage the Union Representatives are unable to discuss the proposals with third parties.
5. The appropriate Head of Service develops a draft report which is placed before Corporate Management Team.
6. Start of formal consultation with Union and Staff and issue of formal letter to Unions by Head of Paid Service.
7. Report consultation findings to Corporate Management Team.
8. Advise the Portfolio Member for staffing and other Portfolio Members, if appropriate.
9. Decision made by Head of Paid Service, or if further decision is required, the report will be submitted to General Purposes Committee.
10. Implementation of proposals.

Note:

- (i) Minimum timescales, as identified in the following table, must elapse between stages 6 and 8. For the purposes of this process “change” is taken to indicate substantial amendment to conditions of service or working methods which require formal Approval ahead of implementation.

MINIMUM PERIODS FOR CONSULTATION	
Extent of change	Minimum period of consultation
No redundancies and change limited to one Division	10 working days
No redundancies but change across two or more Divisions	15 working days
Redundancies limited to one Division	20 working days
Redundancies across two or more Divisions	28 working days

- (ii) In special circumstances, and after consultation with the Trade Unions and the appropriate Portfolio Members, the Head of Paid Service, statutory officers, or Head of EKHRP are empowered to reduce the minimum time constraints. At no time is the minimum time to be less than 10 working days.

TRADE UNION FACILITIES AGREEMENT

1. GENERAL

The Council recognises that active Trade Union involvement in the life of the Authority is beneficial to the well-being of employees and the organisation. The Council encourages employees to join and take an active part in the work of recognised Trades Unions. This document outlines the facilities granted by the Council to the recognised Trades Unions and their representatives and establishes principles that should enable management to maintain services whilst meeting the needs of the Trades Unions to represent their membership.

2. DEFINITIONS

For the purpose of this facilities agreement the following definitions shall apply:

Steward Elected by the Union Membership in accordance with the rules of the Union and recognised by the Council in accordance with this agreement.

Officer of the Union Steward elected to a formal Branch position (i.e. Treasurer).

Senior Local Official A Steward elected as co-ordinator of Union activities for a specified Trade Union. Not necessarily a steward with a constituency.

Full-time Official Employee of the Trade Union, usually a District Officer or similar

3. NUMBER AND CONSTITUENCIES OF UNION STEWARDS

The Trade Union shall agree, with the Head of Paid Service, the size, extent and location of constituencies so as to ensure adequate representation for union members. Officers of the Union will be elected from Stewards elected by the Union membership. Generally it is deemed appropriate that there be only one steward per constituency. The exception to this rule being in the case of the Branch Secretary as this position may be in addition to the Stewards.

The recognised trade unions will endeavour to seek members to act as trade union representatives for each division in proportion to the number of staff therein.

Recognising that these are voluntary positions it may not be possible to achieve such a balance, and where more than one representative comes from a particular divisional section, then attendance at union meetings must take account of the exigencies of the service. All representatives should advise their management prior to attendance at meetings, although approval to attend will not be unreasonably withheld. Should there be a problem in releasing a member of staff on specific occasions this will be raised with the Head of East Kent HR Partnership for consultation with the Branch Secretary/Chairman for resolution. At all times common sense and reasonableness must prevail.

Formal representative will be reviewed and agreed annually between the Head of Paid Service and Branch Secretaries:

4. **RECOGNITION OF UNION OFFICIALS**

- (a) On receipt of a notification from the full time official or Senior Local Official (see paragraph 7) of the appointment of a Union official the Head of EKHRP will issue a letter of recognition together with a copy of the recognition agreement. As a check, the Trade Union will submit annually to the Head of EKHRP a full list of appointed and accredited union Stewards and Officers.
- (b) Management shall only deal with, and allow facilities provided by, this agreement to Union Officers and Stewards whose recognition has been agreed in writing.

5. **NATURE AND FUNCTION OF UNION STEWARDS**

A Union Steward should be:

- (i) appointed/selected in accordance with the rules of the Union;
- (ii) accredited by the Union in accordance with the rules of the Union;
- (iii) normally employed by the Council in the same work group, Section or Department as the employees he/she represents.

The industrial relations functions of a Union Steward include:

- (i) representing the members of his/her Union within his/her agreed constituency;
- (ii) investigating any complaint or difficulty arising out of their employment raised with him/her by any members of his/her union within his/her constituency;
- (iii) carrying out the functions assigned to him/her in the jointly agreed Council grievance and disciplinary procedures;
- (iv) co-operating with management to ensure that all agreements are observed by both parties;
- (v) meeting with full-time Union Officers on matters which are concerned with industrial relations between the Council and its employees;
- (vi) participating in consultations/negotiations with management on behalf of his/her Union;
- (vii) explaining to new employees, in his/her constituency, the role of the Union in the workplace industrial relations structure, including the recruitment into Trade Union membership of new employees in his/her constituency;
- (viii) appearing on behalf of constituents before an outside official body such as an Employment Tribunal, which is dealing with an employee relations matter concerning the Council, in accordance with the instructions of the particular Union concerned.

6. TIME OFF FOR UNION OFFICIALS

- (i) In order to perform his/her industrial relations duties properly, Union stewards are entitled to take reasonable time off during working hours for such purposes as:
 - (a) collective bargaining with any level of management;
 - (b) meetings with members to inform them of the outcome of consultations and negotiations with management and to generally act as a communication link;
 - (c) meetings with other Union officials, or full-time officers of the Union to discuss matters concerning industrial relations between the Trade Union and the Authority;
 - (d) interviews with and on behalf of Union members on grievance and discipline matters in accordance with agreed procedures;
 - (e) appearing on behalf of members of the Union before an outside body on employee relations matters concerning the Authority;
 - (f) explanations to new employees on the role of the Union in the work place and the employee relations structure.

- (ii) The Trade Union activities of a union steward require his/her active participation to ensure the effective and democratic operation of a Trade Union. He/she will therefore be permitted to take reasonable time off during working hours for such purposes as:
 - (a) participation, as a representative, in meetings of official policy making bodies of the Union such as the Executive Committee and/or annual conference;
 - (b) representing the Union on external bodies such as committees or working parties;
 - (c) participation in workplace elections;
 - (d) organising meetings of members during working hours, following prior agreement with management.

- (iii) The amount of time union stewards will need to spend on such duties defined under (i) and (ii) above is likely to differ according to their area of activity and as a general rule stewards are permitted to take time off during working hours for the amount of time necessary to complete his/her duties in an effective and responsible manner.

Differences arising over the amount of time off under this heading shall initially be referred to the Head of EKHRP who will liaise with the Senior Local Official and/or full-time official. If the difference is still not resolved it will be referred to a grievance appeals panel under the Council's standard appeals system.

Normally, and as a general guide only, a steward would not be expected to spend more than one working day (seven and a half hours for a full-time officer) per calendar month on his/her in-house employee relations duties as defined in paragraph 5 (except i(d) where it is agreed that reasonable time off is necessary) plus attendance at approved training courses and meetings of Joint consultative Committees. In all cases due regard must be paid by both parties to the needs of the service in agreeing the duration and timing of absences.

- (iv) All paid time off for Union duties will be recorded within Divisional time recording systems and reported on a quarterly basis to the Head of EKHRP.

7. SENIOR LOCAL OFFICIALS

The Trade Unions will, if they so wish, appoint a Senior Local Official who will be responsible for the co-ordination of Union activities in all constituencies and will take responsibility from stewards in discussions with the Authority on matters affecting more than one department, or where the designated divisional representative has been unable to resolve a particular matter with his/her divisional management. Within this framework the Council have agreed that the Senior Local Official or his/her deputy shall be allowed up to 10% of his/her working time during normal working hours for his/her trade union duties in connection with the Authority without detriment to the service affected by his/her absence.

8. SALARY PAYMENTS

Full basic salary will be paid to recognised union stewards for periods of agreed absence as defined by this agreement.

9. USE OF TELEPHONES

Recognised Union stewards shall be entitled to make use of telephones in Council establishments for calls relating to Council/Union matters. Whenever possible such calls should be made from the Trade Union Office facility within the Council Offices, White Cliffs Business Park.

10. NOTICE BOARDS

Wherever notice boards exist within staff areas of Council Offices a particular part of that notice board shall be identified for notices concerned with Trade Union matters. The management reserve the right to require the removal of any notice considered inappropriate.

11. MEETINGS WITH FULL TIME OFFICIALS

Facilities for meetings with full time Union Officials shall be made available, within Council Offices, to Union Officials and Stewards at no cost to the Union. Provision of such facilities being dependant upon room availability.

12. NEW APPOINTMENTS

EKHRP will advise the Senior Local Official, or full-time Official on a monthly basis of all starters and leavers to the establishment of the Council.

13. CHECK OFF FACILITIES

Check Off facilities will be provided by the Council under a separate Check Off agreement.

14. ELECTION OF STEWARDS

If requested, facilities will be made available by the Division concerned for Trade Union Members to meet during one working day a year, such day to be by agreement with the Divisional management, for a period of one hour for the purpose of electing Stewards

15. INTERVIEWING OF INDIVIDUAL MEMBERS

The Council accepts in principle that it is desirable for facilities to be made available for Stewards, or other designated Branch Officers to interview, in privacy, individual union members and provision is made for this under section 17. In practice, however, this cannot be guaranteed for staff based away from the Council Offices, Whitfield, and each individual case must be a matter for amicable solution locally with Divisional management.

16. FACILITIES FOR HOLDING MEETINGS

Facilities will be provided by the Council for Stewards and other designated Branch Officers to meet at the Council Offices for one hour per month to discuss the work of the union and industrial relations matters concerning the Authority. Time off with pay will be granted for this facility however should a longer period be required time off will be unpaid. Provision of such facilities being dependant upon room availability.

17. UNION STEWARDS/OFFICIALS - ACCOMMODATION

The Council shall provide an office at the Council Offices, Whitfield, for use of Trade Union stewards/officials. This office shall be provided with a telephone.

18. OFFICE SERVICES

- (a) The use by the Trade Unions of photocopying and printing services will be subject to a service level agreement between the Trade Union and the Accountancy Division.
- (b) Stewards will be allowed reasonable use of Council stationary and other similar materials and the use of the Council's internal distribution system for the performance of industrial relations functions and in connection with the election of Union Stewards.
- (c) The Trade Union may make use of external postal services to a maximum cost of £200 per financial year, subject to such services not being used in pursuit of any dispute with the Council, or for any political lobbying.

19. TRAINING OF STEWARDS

Matters arising in connection with steward/safety representative training will be dealt with by the Head of EKHRP in consultation with the Trade Union and the Division concerned. All proposed courses for which paid time off is to be granted are subject

to the content being agreed between the relevant Trade Union and the Head of EKHRP on behalf of the Authority.

20. **TRAVELLING EXPENSES**

Union stewards may claim reimbursement of travelling and subsistence expenses incurred through attendance at Joint Consultative meetings in accordance with the Council's rates. Appropriate travelling expenses can also be claimed by Union stewards visiting members in connection with the duties defined under section 5 of this agreement. All such claims must be submitted on a separate claim form and submitted to the Head of EKHRP for authorisation.

SECTION 7: CONSULTATIVE COMMITTEES AND ADVISORY BOARDS

1. Joint Staff Consultative Forum

Membership: 5 Members of the Authority.

Functions:

1. To act as a medium for negotiations between the Council and its Officers except in matters of individual discipline, promotion or efficiency.
2. To consider matters affecting the interests of the Council and staff and to make recommendations to the Council.
3. To consider any relevant matter referred to by the Council or its Committees or any of the staff organisations.
4. To encourage such other functions specifically assigned to the Joint Committee.

Terms of Reference:

1. Title

The Committee shall be called 'the Joint Staff Consultative Forum (hereinafter referred to as "the Joint Forum").

2. Representation

The Joint Forum shall comprise:

- (i) Five Members of the Dover District Council.
- (ii) Five representatives of the Officers of the Council, being representatives elected by the Dover District Branch of UNISON (hereinafter referred to as "the Branch"), or by any other Union recognised by the District Council for the purposes of consultation in proportion to their Members.

3. Method of Appointment

The Council Members shall be elected by the Council at its Annual meeting in each Council year. The representatives of the Officers shall be notified to the Democratic Services Manager within 21 days after each annual meeting of the Council.

Members of the Joint Forum shall hold office until the appointment of their successors. A retiring Member shall be eligible for re-appointment.

If a Member of the Joint Forum ceases to be a Member of the Council or Officer of the Council he or she shall thereupon cease to be a Member of the Joint Forum, and such vacancy shall be filled by the Council or by the Branch (or other Union), as the case may be.

4. Chairman and Vice-Chairman

The Joint Forum shall, at its first meeting in each Council year, appoint a Chairman and Vice-Chairman. If the Chairman appointed be a Member of the Council, the Vice-Chairman shall be appointed from the Staff Side, and vice versa. The Chairman of a meeting shall not have a casting vote.

5. Attendance of Substitutes

If a member of the Joint Forum is not able to attend any meeting the member concerned may nominate a substitute.

6. Functions

The functions and objects of the Joint Forum shall be:

- (i) to act as a medium for negotiations between the Council and its Officers except in matters of individual discipline, promotion or efficiency.
- (ii) to consider any relevant matter referred to by the Council or its Committees or any of the Staff organisations;
- (iii) to consider matters affecting the interests of the Council and Staff and to make recommendations to the appropriate committee of the Council;
- (iv) to encourage such other functions specifically assigned to the Joint Forum.

Regulations

7. Meetings

Meetings of the Joint Forum shall be held on dates to be approved by the Council. Additional meetings shall be convened at the request of the Chairman and/or Vice-Chairman.

8. Business

The agenda for each meeting shall be despatched so as to reach members at least five days before the scheduled date, except in cases of emergency.

9. Quorum

The quorum of the Joint forum shall be two members of the Council's side and two members of the Staff Side.

10. Record of Attendance

The names of the members attending a meeting of the Joint Forum shall be recorded in the notes and every member attending shall sign the attendance book or sheet provided for that purpose.

11. Attendance in Advisory Capacity

The Council's side of the Joint Forum shall have the right to arrange for the attendance, in an advisory capacity, of officials of the Council at meetings of the Joint Forum. Similarly, the Staff Side may be advised by the relevant Union officials.

12. Decisions of the Joint Forum

(i) A recommendation from the Joint Forum to the Council shall only arise on a majority vote by each side of the Joint Forum separately;

(ii) All decisions of the Joint Forum, other than matters of procedure, are subject to confirmation by the Council in relation to matter of policy, and by Corporate Management Team in relation to operational matters;

(iii) If there is a failure of the Forum to agree on any issue, such failure to agree shall be reported to Council.

13. Release of Employees

Employees shall be released from duty with pay for attendance at meetings of the Joint Forum, and travelling and subsistence expenses shall be reimbursed where appropriate.

Paid leave for this purpose will include the normal earnings which would have been paid had the employees been in work.

Facilities shall be made available to the Staff Side of the Joint Forum to meet, if necessary during working hours, to consider the agenda of any meeting of the Joint Forum.

14. Press and Public

This is a Consultative Forum which deals with staffing issues and the press and public will not normally be invited to attend these meetings. The Local Government (Access to Information) Act 1985 does not apply to these meetings.

REPORT OF THE HEAD OF PAID SERVICE

JOINT STAFF CONSULTATIVE FORUM – 16 JUNE 2010
GENERAL PURPOSES COMMITTEE – 21 JUNE 2010

DISCRETIONARY PAYMENT OF ADDED YEARS**Recommendation**

<i>The General Purposes Committee adopts the revised Schedule of DDC employer policy decisions in relation to the discretionary payment of added years.</i>

Contact Officer: Jane Hemingway/Juli Oliver-Smith, extension 2799/2762.

Reasons why a decision is required

1. Dover District Council currently has, within its statement *Employer Pension Policy Decisions* and *Early Retirement Policy*, the option to award 3 added years to eligible staff (i.e. those that satisfy the criteria under the Local Government Pension Scheme) on termination of employment through redundancy, allowing early release of pension rights.
2. It is stated in the Policy Decisions that it is the Council's "general policy to grant 3 added years" to eligible staff when requested. However, the Policy Decisions also state that any employer costs must be capable of recovery within a period of 5 years, or by the normal retirement age of 65, whichever is the sooner. Although this payment is discretionary, and is not prescribed by the Local Government Pension Scheme, Regulation 12, it has been common practice to pay added years, where applicable, regardless of the recovery period.
3. This has culminated in a pension capital cost total of £3,727,393 payable for 101 employees since 1999/2000. This equates to an average of in excess of £310,000 per financial year, as a result of augmentation of early release of pension rights. The biggest costs incurred fell between 2002-4, with Pension Capital Costs of over £2,000,000. Only 6 of the 12 years have seen costs of below £100,000. For the financial year 2010/2011, the Council has already incurred costs of £11,920 and continuing to pay added years without measure is a potential long-term cost for the Council at a time when significant cost savings need to be made.
4. Due to the demographic of the Council's workforce and the significant budget pressures faced, the Council can no longer sustain significant ongoing costs due to the early release of pensions.
5. In addition, the Council's current arrangement of allowing for discretionary application of the added years may be discriminatory on the grounds of age, where an older member of the workforce is likely to cost the Council more. The penalty for a successful age discrimination claim at Employment Tribunal could result in an unlimited award against the Council, with average awards for 2008-9 age discrimination claims being in the region of £8,869.

Options available to the Council

Option 1

6. To retain the provision within the Pension Policy Decisions in its current format and retain the discretion to augment early release of pension.
7. The Council would need to demonstrate that application of this option was fair and free from discrimination. It is possible that costs incurred through augmenting the pension of an older worker with long service could not be recovered within 5 years. It is likely that reasons for refusal to pay the augmentation therefore could be directly linked to age and length of service and could be seen as discriminatory on the grounds of age.
8. This option is therefore not recommended.

Option 2

9. To retain the current provision within the Policy Decisions, but add a clause to ensure each case is assessed on its own merits.
10. Again this option is open to challenges on the grounds of discrimination and the Council would need to be able to provide robust evidence as to why augmentation was allowed only in certain cases. Higher costs are likely to be linked to older workers with longer service histories and therefore declining applications for added years on the basis of cost would be discriminatory.
11. This option is therefore not recommended.

Option 3

12. To remove the discretion to pay added years on early release of pension, thereby ensuring continuity, reducing unsustainable expenditure and mitigating against discrimination.
13. This option is recommended.

Information to be considered in taking the decision

14. The payment of added years is entirely discretionary and non-contractual, therefore, consultation is not required. However, the Council must ensure it publishes its Pensions Policy Decisions.
15. The Council, as part of the East Kent Cluster, is looking to review its benefits offering and it should be noted that neither Thanet, nor Shepway District Councils offer discretionary augmentation on early release of pension. The review of the four Councils' policies and procedures will look to harmonise discretionary arrangements and ensure parity and fairness.

Background Papers

Dover District Council Employer Pension Policy Decisions, Conditions of Service.

The Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulation 2006 and amendments 2008.

Resource Implications

None.

Consultation Statement

As outlined in paragraph 14, consultation is not required. However, to ensure maximum transparency this report is being routed through the Joint Staff Consultative Forum, before the General Purposes Committee take their final decision.

Attachments

Appendix – Appendix 33 & 34 of the Conditions of Service (amended)

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Head of Paid Service

EARLY RETIREMENT COUNCIL POLICY

Introduction

This policy outlines Dover District Council's approach to early retirement and has been agreed between the Council and the recognised trade unions. The policy covers all staff working for the authority.

Anyone seeking further guidance on matters referred to in this policy should contact the Human Resources Section.

Scope of Policy

The normal age at which retirement benefits become payable is 65. Any employee can voluntarily exercise the right to retire over the age of 60, subject to reduction of pension benefits due to early payment.

Any retirement which does not meet the criteria outlined above should be regarded as an early retirement and is therefore covered by this policy. Typically, early retirement will be caused by one of the following –

- Redundancy
- Dismissal on the grounds of efficiency of the service
- At the employee's request
- Ill health

Compulsory redundancy and dismissal on the grounds of efficiency of the service are regarded by the Council as a last resort. Therefore, prior to early retirement being agreed on the basis of these, all other alternatives such as redeployment or retraining must have been explored.

Early retirement should not be regarded by employees as a right. Any application for voluntary early retirement made under the regulations will be considered in the context of, whether it is in the interest of the Council, the employee's personal circumstances, if appropriate, and the financial consequences of granting any such request.

It is the policy of the Council to ensure that there is a full appraisal of the costs and benefits of early retirement, both financial and non-financial, in each individual case, and that early retirements are granted only where there can be shown to be a clear benefit to the District Council. Any employer costs must be capable of recovery within a period of 5 years, or by normal retirement age of 65, whichever is sooner.

Redundancy

In cases of redundancy the Council will implement the Employment Stability Policy which forms part of the Council's Terms and Conditions of Employment. This policy is attached as Appendix 31.

Interest of Efficiency Dismissals

The use of interests of efficiency early retirements are, as with redundancy, only used as a last resort and where other efforts to maintain an employee in the service of the Council have failed.

In an attempt to seek alternative solutions the Council will

- (a) not fill vacancies in any one or more of the occupations in the affected areas and at the level and grade affected or if appropriate in the whole Council.
- (b) use its best endeavours to arrange transfers to other areas of work in the same Division and if necessary to other Divisions.
- (c) provide retraining if appropriate to aid their absorption into vacancies.

Where no alternative to termination of employment can be identified and subject to:

- (i) the employee agreeing that his/her termination entitlement is in full and final settlement of any potential claims against the Council in respect of the termination;
- (ii) Members agreeing that the proposed termination settlement is reasonable in all the circumstances of the case and particular service provision;

The Council will pay pension benefits to the employee as allowed by the Pensions Regulations in force at the date of the termination, based upon accrued benefits and with no additional discretionary added pension benefits or discretionary compensation.

III Health Retirements

The Local Government Pension Scheme Regulations provide for mandatory enhancement of membership where employment is terminated due to permanent ill health. A minimum of 3 months membership of the Pension Scheme is required and benefits are calculated in accordance with the regulations.

Ill Health retirements are implemented by the Head of East Kent HR Partnership only after receipt of a certificate from the Council's Medical Advisor (who satisfies all the requirements of qualifications specified by the Pension Fund). This certificate must confirm that the employee is permanently incapable of discharging efficiently the duties of their employment because of ill health or infirmity of mind or body. The Council maintains a separate policy relating to ill health, which should be read in conjunction with this policy.

Information to be provided for Members

Decisions to terminate the employment of an individual on the basis of compulsory or voluntary redundancy or the interests of the efficiency of the service or at an employee's request are generally made by the Chief Executive (delegated to the Deputy Chief Executive). Where it is proposed to exercise discretions under the Local Government Pension Scheme the level of discretion is a non-Executive Function and the Council will be provided with full details of the level of discretion, together with the cost of the discretion to the District Council, the early release of pension and other costs of actuarial strain to be made by the Pension Fund to the District Council.

DOVER DISTRICT COUNCIL'S EARLY RETIREMENT POLICY (PENSIONS, REDUNDANCY AND EFFICIENCY)

The following is a summary of policy decisions on the Employing Authority discretionary elements in relation to the main Pension Regulations and the Discretionary Compensation Regulations.

Regulation

Dover District Council's Policy

The Local Government Pension Scheme (Administration) Regulations 2007

LGPS 2007 Reg 16(4)(ii) If a scheme member wishes to aggregate the most recent of their periods of previous scheme membership with their current membership, it is the policy of Dover District Council that the election must be made within 12 months of the Pension Section being notified that the employee has again become an active member.

LGPS 2007 Reg 22(2) Employees who have the option to pay contributions in respect of a period of unpaid absence must elect to do so within 30 days of the date of the notice issued to them by the payroll Section, stating the amount of the contributions to be paid. The Head of East Kent HR Partnership may extend this time limit if the employee can demonstrate exceptional circumstances so as to justify an extension of time.

LGPS 2007 Reg 25(3) It is not Dover District Council's policy to operate a shared cost AVC scheme for employees. However, this policy will be reviewed regularly by the Head of East Kent HR Partnership in conjunction with the Head of Finance & ICT.

LGPS 2007 Reg 83(8) If a scheme member wishes to transfer any pension benefits they have built up in other schemes to the Local Government Pension Scheme, it is Dover District Council's policy that this election must be made within 12 months of the Pension Section being notified that the employee has become an active member of the Kent Scheme.

The Local Government Pension Scheme (Benefits Membership and Contributions) Regulations 2007

LGPS 2007 Reg 11(2) Where a scheme member's pensionable pay consists of fees it is Dover District Council's policy that, if this produced a higher figure, an average of all such fees for any 3 consecutive years ending 31 March within the period of 10 years ending with the last date of active membership may be used in the calculation of benefits.

LGPS 2007 Reg 12 It is not Dover District Council's policy to grant added years scheme membership to scheme members under this regulation. However, this policy will be reviewed regularly by

the Head of East Kent HR Partnership in conjunction with the Head of Finance.

LGPS 2007 Reg 13

It is not Dover District Council's policy to grant additional pension to scheme members under this regulation. However, this policy will be reviewed regularly by the Head of East Kent HR Partnership in conjunction with the Head of Finance & ICT.

LGPS 2007 Reg 18(1)

It is Dover District Council's policy to only provide consent for flexible retirement and the immediate payment of benefits where there is no detrimental effect on the service. Any such consent requires the agreement of the Head of East Kent HR Partnership, Head of Finance and the relevant Head of Service.

LGPS 2007 Reg 18(3)

If consent has been given under Regulation 18(1), it is not Dover District Council's policy to waive, in whole or part, any actuarial reduction to the scheme member's benefits. In addition any employer costs must be capable of recovery within a period of 5 years or by normal retirement age of 65 whichever is sooner.

Additional service will not be granted in respect of pre April 1972 service, which at the point of retirement has not yet been up-rated.

LGPS 2007 Reg 30(2)

It is not the policy of Dover District Council to give consent under this regulation to the immediate payment of benefits to a scheme member who voluntarily retires unless there is a demonstrable benefit to the organisation which would take full account of any extra costs to be borne by the authority. Any such consent shall be agreed by the Head of East Kent HR Partnership, Head of Finance and the relevant Head of Service.

Where a scheme member has previously been awarded a preserved benefit, it is not generally the policy of Dover District Council to give consent under this regulation to the early payment of benefit, however each case could be considered upon its merits. However each request will be considered and full account taken of any costs to be borne by the authority. Any consent shall be agreed by the Head of East Kent HR Partnership, Head of Finance and the relevant Head of Service.

LGPS 2007 Reg 30(5)

Where a request has been made for the early payment of benefits for compassionate reasons, full consideration must be given to the Kent County Council guidelines*. Payment may only be made after agreement between the Head of East Kent HR Partnership, Head of Finance and the relevant Head of Service. Dover District Council will be responsible for any additional costs deriving from the decision to release benefits prematurely in compassionate circumstances.

*These guidelines state that the circumstances must be exceptional and would not reasonably be expected to prevail, i.e. the occurrence of a disaster or accident etc. Financial hardship alone would not normally be deemed sufficient.

Discretionary Compensation Regulations (2006)

1. It is Dover District Council's policy to base redundancy pay calculations on the actual weeks' pay as opposed to the statutory ceiling, as permitted by the Local Government (Early Termination of Employment) (Discretionary Compensation) England and Wales) Regulations 2006 Regulation 5.
2. Discretionary levels of compensation, provided under Regulation 6 of the revised regulations will be agreed only in cases of redundancy. The level of compensation will be calculated using the statutory formula, on the basis of actual weeks pay and in accordance with the government ready reckoner, but with the resultant number of weeks increased by a factor of 2.5.
3. In determining the appropriate level of discretionary compensation to be paid to an individual, the Council will have regard to this policy and to:
 - (a) the individual circumstances of the affected employee, including likely re-employability and level of remuneration
 - (b) the employee relations policies of the Council
 - (c) the need to treat all employees fairly and to avoid any unlawful discrimination.
4. Where discretionary compensation is paid on this basis (at the option of the employee) the Council will not increase the employee's membership of the Pension Scheme under Regulation 12 of the Local Authorities Pension Scheme (Benefits, Membership and Contributions) Regulations 2007.

April 2010