

April 2025

# KENT *Terms and Conditions of Employment* scheme

Working at  
Kent County Council

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# Introduction

Your contribution and performance is important to the success of the Council and is recognised and valued by Members and the Corporate Management Team. We want you to enjoy working here, to feel valued and supported by your manager and KCC as an organisation and to feel motivated to provide the best service you can for the people of Kent.

Our People Strategy sets out our intentions to make the most of our staff and their talents. We need to ensure that we have a skilled and motivated workforce which is flexible and innovative and works with our communities and partners to deliver services and find solutions where necessary. The next few years and beyond will continue to be exciting, challenging and changing, we will need to make tough decisions, reprioritise services, consider all service delivery models and ensure effectiveness. Our collective workforce is central to our success and is fundamental to developing an organisation that is transformed and fit for the future.

The customer is at the heart of our service delivery and our focus will be on delivering the outcomes set out in the Council's Strategic Statement. Staff awareness and engagement in the delivery of these aspirations is critical to our success as an organisation and therefore it is the employee that is at the heart of our People Strategy. The People Strategy can be found on KNet.

The following document (the Kent Scheme) sets out our terms and conditions of employment, which are regularly reviewed in line with employment legislation and to ensure they are responsive to KCC's business needs and the needs of our staff. Additional guidance and procedures for staff and managers can be found on KNet, or on KELSI for staff working in schools.

KCC may alter or cancel all or any part of this Scheme to reflect the changing needs of the business and comply with any required legal changes. Any change or suspension to the scheme will be implemented without affecting any rights or liabilities accrued prior to the date of the change.



## A. Recruitment and Selection

This section outlines the minimum standards relating to Recruitment and Selection and describes KCC's approach to stages within the process.

### 1. General Standards

Recruitment and selection is based on merit and the selection criteria will be clearly relevant to the job and free from bias.

The principles of recruitment and selection apply equally to all posts including promotion, secondments, temporary, permanent relief and fixed term appointments, unless flexible deployment applies. For further information on flexible deployment, see KNet.

KCC's Equality and Diversity Policy Statement underpins the Recruitment and Selection processes; including a positive commitment to recruit a workforce which reflects the diverse community of Kent.

The following are shortlisted for interview if they meet the minimum criteria for the job:

- All disabled candidates
- All KCC redeployees
- All KCC apprentices
- KCC care Leavers
- Military Leavers seeking their first subsequent employment.

## 2. Terms, Conditions & Practice

### A. Redeployment

If you are under notice of redundancy, assistance will be provided to you in seeking alternative work. As part of this assistance, you will be given redeployee status. As a redeployee, if you meet the identified minimum criteria for a vacancy, you will be guaranteed an interview. However, redeployee status does not give you any additional consideration during the selection process and, in accordance with normal practice, appointments will be made on merit – as assessed through an interview and any other selection methods which are used. In exceptional circumstances, i.e. the closure of a service/unit, the Head of Service can give consideration to redeployee status being granted ahead of notice being issued. If you become a redeployee for health reason within the meaning of the Equality Act 2010 you will also receive the same assistance in seeking alternative work.

For further information see Chapter I, **Redundancy**.

## B. Relatives of Members or Officers of the Authority

You must disclose if you are related to a Member or Senior Officer of KCC when making an application.

## C. Canvassing of Members

You must not seek the support of KCC Members, directly or indirectly, in connection with any appointment in the Council, as you will be disqualified from the recruitment process. This does not, however, prevent a Member from giving a written reference for submission with an application for appointment.

## D. Re-Engagement of Ex-Employees

If you leave KCC with a redundancy, early retirement or other type of severance package, re – engagement will generally only be considered where there are exceptional circumstances.

For further information, see the '**Re – engagement of ex – employees guidance for managers and justification form**' on Knet.

## E. Bribery Act 2010

You must not request, accept or receive a bribe or improper inducement during the recruitment and selection process. If you do, this will be investigated and could, if the case is found, lead to dismissal and/or criminal prosecution in accordance with the Bribery Act 2010. For further information, see the **Bribery Act** on KNet.

# B. Rewards and Benefits

This section describes KCC's current rewards and benefits.

## 1. General Standards

Any annual pay award is determined through the pay bargaining consultation process and awarded on 1 April each year.

Your pay is determined by the evaluated grade of the post and progression through the grade is subject to performance assessment.

Details of staff pay and benefits can be found on KNet under Employee Package.

You will receive a mileage allowance for official business mileage at casual user rate (**see KNet under Travel and Expenses for current rates**).

Enhancements for working out of hours are only paid in exceptional circumstances where business cases have been agreed, taking into account specific directorate requirements.

## 2. Salary

### A. Salary Structure

Pay may increase each year by an annual pay award, which is determined locally by KCC for Kent Scheme staff and nationally for staff on other terms & conditions. For the current Kent Scheme salary structure see the **Kent Scheme Salary Scales** on KNet.

### B. Starting Salary

People who are new to the organisation must be appointed to the minimum of the grade unless there are exceptional circumstances to appoint higher. Appointments above the grade minimum must be based on a robust business case in relation to the level of knowledge, skills and experience offered by the candidate and consideration must be given to the level of salaries of existing staff to prevent pay inequality. Individuals who are promoted should also be appointed to the minimum of the new grade however their pay increase should equate to at least 2.5% above their current salary.

In the case of appointment to posts above KSM the salary must be approved by the relevant Corporate Director and the Director of HR & OD.

### C. Salaries for Part-Time Staff

Salaries are calculated on a standard full time working week of 37 hours. If you work parttime, e.g. term time only or less than 37 hours per week, you will be paid at the appropriate grade for the job and your salary will be paid pro rata in line with your contractual hours,

e.g. if you are contracted to work 18.5 hours a week you will receive half of the relevant full time salary.

### D. Payment of Salary

#### 1. Payment Method

Your salary will be paid directly into a bank or building society account.

#### 2. Payment Dates

Your salary will be paid into your account on the 25<sup>th</sup> of each month or on the nearest working day in advance of the 25<sup>th</sup>. Actual pay dates can be found on KNet. Your salary payment reflects a complete month's pay (i.e. up to and including the last day of the month) although it is paid by the 25<sup>th</sup>.

In the event of a major system failure, payment may be delayed by up to 5 working days.

### 3. Apportionment of Salaries

Annual salaries are apportioned as follows:

Over a year	Part month – people who start and leave part way through a month
For each calendar month you will receive one-twelfth of your annual salary regardless of the number of days in the month	Your monthly salary will be divided by the number of days in that month and you will be paid for the number of days you have worked in that month.

The hourly rate calculation is:

Annual salary  $\div 365 \times 7$  = weekly salary

Weekly salary  $\div$  normal hours per week = hourly rate

If you leave to work for another local authority, KCC will pay salary for any Saturday and/or Sunday and Public Holiday(s) that immediately follow the last day of work.

### E. Salary Advances

The relevant Corporate Director may agree a salary advance in exceptional circumstances and this should not exceed the net amount earned at the point it is made.

### F. Overpayments

Any salary overpayments will be recovered by KCC. More information can be found in the **Overpayments Procedure** on KNet.

### G. Pay Progression

#### 1. Pay

##### Pay Progression

Your pay is determined by the evaluated grade of your post. Progression through the grade and your pay will be subject to annual review in accordance with the Kent Scheme terms and conditions of employment.

Pay scales are also likely to be adjusted annually.

#### 2. Additional Temporary Pay

Your pay may increase if you are acting up or undertaking duties of a higher graded post on a temporary basis. The actual salary will take account of the duties being undertaken.

### 3. Regrading

If your post is re-evaluated, salary changes as a result of the regrading will take effect from the beginning of the month in which the evaluation took place and will be based on the bottom of the new grade, or 2.5% increase on your current salary, whichever is greater, unless exceptional circumstances exist to justify an alternative approach (see KNet for information on **Job Evaluation**).

## H. Deductions from Pay

### 1. Voluntary Contributions

You can arrange for voluntary contributions to be deducted from your pay. More information can be found in the **Pay, Benefits and Expenses – Voluntary Contributions** on KNet.

### 2. Industrial Action

If you participate in industrial action you will be acting in breach of your contract of employment. In such cases KCC will make a deduction from your salary in respect of the period of industrial action. Deductions from salary will be made on the basis of a fifth of a week's pay for each day you are on strike.

Local Government Pension Scheme members can choose to pay contributions so that the service can count for pension purposes. The contribution rate is 16% of pensionable pay for each day you are on strike. No employer's contributions are payable. An election to pay contributions for the strike period must generally be made within 30 days of the end of the pay period in which the strike action finally ended.

## I. Job Evaluation

Posts paid on Kent Scheme are graded via a job evaluation process. For more information, see the **Job Evaluation section** on KNet.

## J. Relocation Assistance Scheme

Relocation assistance may be offered to help new employees with the cost of moving home to take up a position with KCC. Relocation must be approved and is usually restricted to employees taking up a key position or one which is hard to recruit to. See **Relocation Assistance Scheme** on KNet for more details and eligibility criteria.

## K. Recognition Awards

On management recommendation you may receive additional reward and recognition for exceptional performance. Full details of the **Cash and Non-Cash Awards scheme** can be found on KNet.

## L. Buying Annual Leave

To support you in achieving a healthy balance between your work and personal life, KCC offers a facility to buy additional annual leave. For more information see the **Buying Annual Leave Policy** on KNet.

## M. Flexible Working

KCC offers a range of flexible working patterns. More information can be found in the Work Smart Policy on KNet.

See KNet for **Work Smart Policy** and more information under **Doing Things Differently and New Ways of Working**.

## N. Staff Benefits

KCC offers all employees access to [www.KentRewards.com](http://www.KentRewards.com) where further details of your benefits package can be found.

To help you make the most of your money KCC promotes a range of tax efficient benefits. More information about these can be found on KNet or [www.KentRewards.com](http://www.KentRewards.com)

## 4. Travel Allowances

### A. Car User Status

#### Casual Car Mileage

This is the standard reimbursement for individuals using their own car for business purposes.

### B. Mileage Allowances

You will receive a mileage allowance for official business mileage. **Current mileage rates can be found on KNet.**

#### Motorcycle and Cycle Allowances:

If you use a motorcycle and would otherwise be entitled to a car travelling allowance you will be paid a motorcycle allowance for business mileage, if authorised by your line manager.

An allowance is payable if you use a bicycle on duty, provided your line manager agrees that it is an effective and efficient use of KCC resources.

### C. Car Loan Schemes

The Car Loan Scheme is currently under review as KCC needs to ensure that the arrangement is still appropriate and offers a suitable benefit to staff.

### D. Vehicle Insurance

If you use your own vehicle for business travel you must ensure that your insurance policy specifically provides cover for business use.

If you use your own vehicle on KCC business you must produce, when asked, your certificate of motor insurance for inspection to ensure that the requirements set out above have been met.

## E. Claiming Travel Expenses

When submitting a claim for travel expenses you will be confirming that you hold a valid full driving licence, you have car insurance covering business use and your car is in a roadworthy condition. Any change in your circumstances (for example if you lose your driving licence) must be reported to your line manager before travelling on KCC business.

For information on claiming travel expenses see Travel Allowances on KNet.

For more information on the tax position see Travel and Subsistence Guidance document on KNet.

## F. Car Parking Charges

Car parking fees can only be claimed where there are no reasonable alternative means of parking.

Car parking fees are not paid when parking at your normal workplace.

More information can be found in Travel Allowances on KNet.

## G. Use of Public Transport

You are encouraged to use public transport for work related journeys where practical for which you will be reimbursed standard class train or bus fare.

## H. Travelling Expenses to and from work

Payment is not made in respect of travelling expenses to and from your normal place of work. In exceptional cases Heads of Service/Support Units can agree the payment of travelling expenses to and from work including, where necessary, taxi fares. (The expenses reimbursed are taxable.)

## I. Meal and Overnight Accommodation Expenses

Meal expenses are only payable (i.e. breakfast, lunch or evening meal) in exceptional circumstances and expenses cannot be claimed where a suitable meal is provided, has already been reimbursed, or where no additional expenditure has been incurred (e.g. you would have been expected to provide your own lunch in normal circumstances).

If you are required to stay away from your home overnight, you will be reimbursed reasonable and actual hotel expenses. As a guide, claims should not normally exceed those outlined in the **Schedule of Allowances document** on KNet.

## J. New Workbase (Reorganisation) & Travelling Allowance

If your normal workplace is changed by circumstances beyond your control, the New Workbase (Reorganisation) & Travelling Allowance scheme may apply.

For more information see **New Workbase (Reorganisation) & Travelling Allowance** on KNet.

## K. Reimbursement of Travel Costs for Staff on Secondment

You may be entitled to reimbursement of your travel costs if you are on secondment to a post in a different location.

## L. Car Radio Transmitters

Where a radio transmitter is required in your own vehicle to effectively fulfil the duties of your role, KCC will make a payment to compensate for inconvenience and/or damage to your vehicle due to the installation. This payment is made providing a new installation was not made less than 3 years previously.

## 4. Allowances

For more information about allowances, such as overtime, see the **Allowances and Other Additional Payments** document on KNet. For the current allowance rates see the Schedule of Allowances on KNet.

# C. Contracts of Employment

## 1. General Standards

The majority of KCC staff have Kent Scheme contracts, although there are a number of staff who have different terms and conditions which include nationally and locally negotiated elements.

The content of Kent Scheme employment contracts incorporates statutory requirements and locally recognised Kent Scheme terms and conditions; some contracts may also include directorate specific terms and conditions.

To comply with the Employment Rights Act 1996 written particulars of terms of employment will be given to each employee within two months from the date they started employment. This applies to all employees who work under a contract of employment which lasts for at least one month.



## 2. The Contract of Employment

### A. Politically Restricted Posts

If you regularly advise Members or are in a position where your political neutrality at work is essential, your post is politically restricted under the Local Government and Housing Act. This means that you are disqualified from becoming or remaining a Member of a local authority (not including town, parish or community councils) during the period of your employment. If you are employed in a politically restricted post you are subject to Local Government Officers' Regulations which place restrictions on you performing public political activities. Further details are set out in [Appendix 1](#).

### B. Staff Who Wish to Stand as a Member of a Local Authority

The Local Government Officers' Regulations prevent anyone being both an employee and a Member of KCC.

### C. Probation

All new entrants to KCC, including those with previous continuous service in Local Government elsewhere, are subject to a probation period of six months. If performance is unsatisfactory during the probationary period it may be extended, or your contract terminated, without recourse to KCC's Disciplinary or Performance & Capability Procedures.

At the end of the probationary period, subject to a satisfactory report made by your line manager, your substantive appointment will be confirmed in writing.

Employees transferring within KCC are not subject to a probation period.

### D. Previous Service in Local Government and Related Employment

#### Modification Order

Previous continuous service is recognised for any employer to which the Modification Order\* applies in relation to the following benefits:

- Contractual periods of notice
- Annual Leave
- Sickness Payments
- Contractual Maternity Leave and Pay
- Contractual Paternity Leave and Pay
- Contractual Adoption Leave and Pay
- Contractual Shared Parental Leave

Appendix 2 contains further information on how the Modification Order applies to redundancy payments.

\* Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order 1999.

## Associated Employers

In relation to employees who are entering employment with KCC from an associated employer, as defined in the Employment Relations Act 1996, continuous service will be recognised in relation to the following benefits:

- Annual leave
- Contractual Maternity Leave and Pay
- Contractual Paternity Leave and Pay
- Contractual Adoption Leave and Pay
- Contractual Shared Parental Leave
- Contractual Redundancy Payments
- Right to request flexible working
- Right not to be unfairly dismissed

## E. Breaks in Service

Providing a KCC contract of employment remains in place during a break of less than one week, continuous service is preserved. If you are absent from work for more than a week continuity can only be preserved in the following circumstances:

- temporary cessation of work
- by arrangement or custom, service is regarded as continuous for any purpose •  
due to incapability as a consequence of sickness or injury
- wholly or partly because of pregnancy or birth of a child.

## F. Local Government Pension Scheme

KCC employees under the age of 75 are entitled to join the Local Government Pension Scheme and will be automatically enrolled at the start of employment. If their contract is for less than 3 months duration or permanent relief then they will need to opt into the scheme.

Teachers and those on NHS terms and conditions have their own pension scheme.

See the **Your Pension** screen on KNet and [Chapter L: Leaving the Organisation](#) for more details.

## The Local Government Officers (Political Restrictions) Regulations 1990

### Restrictions on members becoming officers

A local authority cannot appoint, as an employee in any capacity, any councillor who is currently a member of that authority or who has been a member in the previous 12 months (s.116 LGA 1972).

### Restrictions on officers becoming members

An authority's employee will be disqualified from being elected or holding office as a member of that local authority (s.80 LGA 1972). This principle also applies more widely to employment with certain bodies over which the authority has influence. Therefore, under s.80, an individual is also disqualified from standing or holding office with that specific authority if he holds any paid office or employment with a local or joint authority on which the authority is represented or is employed by a company which is under the control of the local authority.

### Politically Restricted Posts (PoRPs)

The main provisions regarding PoRPs are set out in Part 1 of the Local Government and Housing Act 1989. Further details are set out in the Local Government (Political Restrictions Posts) Regulations 1990.

The effect of including a local authority employee on the list of PoRPs is to prevent that individual from having any active political role either in or outside the workplace. Politically restricted employees will automatically be disqualified from standing for or holding elected office, and these restrictions are incorporated as terms of the employee's contract of employment under s.3 LGO(PR)R 1990. PoRPs are debarred from standing for office as; Local Councillors, MPs, MEPs, Members of the Welsh Assembly or Members of the Scottish Parliament.

They are also restricted from;

- canvassing on behalf of a political party of a person who is or seeks to be a candidate
- speaking to the public at large or publishing any written or artistic work that could give the impression that they are advocating support for a political party.

Each local authority must draw up and regularly update a list of those posts which are politically restricted. KCC's is held by Democratic Services.

PoRPs fall into two broad categories:

Specified Posts:

- the Chief Executive
- the statutory chief officers (including the director of children's services and director adult social services)
- non-statutory chief officers
- deputy chief officers
- the monitoring officer
- the chief finance officer
- officers exercising delegated powers, i.e. persons whose posts are for the time being specified by the authority in a list maintained in accordance with s 100G(2) of the LGA
- assistants to political groups

All these post holders are politically restricted without rights of appeal for exemption to the local authority's standards committee.

'Sensitive' posts:

A sensitive post is one which meets one or both of the following duties-related criteria;

- giving advice on a regular basis to the authority itself, to any committee or sub-committee or the authority or to any joint committee on which the authority are represented; or where the authority are operating executive arrangements, to the executive of the authority; to any committee of that executive; or to any member of that executive who is also a member of the authority
- speaking on behalf of the authority on a regular basis to journalists or broadcasters.

These postholders can appeal to the local standards committee to be exempted from the list, on the grounds that the authority has wrongly applied the criteria.

Teachers, head teachers and lecturers are all exempt from political restrictions under s2(10) LGHA, and will not be regarded as holding 'PoRPs' whatever their role or remuneration level.

### **Human rights and politically restricted posts**

The European Court of Human Rights has held that the political restrictions do not breach Article 10 (the right to freedom of expression) or Article 11 (the right to freedom of association) of the Convention rights, as the public has a right to expect that those holding higher level local government office are politically impartial.

### **Political Assistants**

Under s.9 LGHA 1989, a local authority may appoint up to three assistants for political groups, subject to stringent conditions and safeguards. See Local Government (Assistants for Political Groups) (Remuneration) Order 1995.

## **Statutes**

### Local Government Act 1972

- Local Government and Housing Act 1989, as amended by the Local Government and Public Involvement in Health Act 2007 and the Local Democracy, Economic Development and Construction Act 2009
- Local Government (Assistants for Political Groups) (Remuneration) Order 1995
- The Local Government (Politically Restricted Posts) Regulations 1990
- Local Authorities (Executive and Alternative Arrangements) (Modification of Enactments and Other Provisions)(England) Order 2001.

## Appendix 2

### Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999

#### General guidance on the use of the Order

The main purpose of the Modification Order is to recognise local government service for redundancy calculations.

Under the Employment Rights Act 1996, an employee can count employment with an “associated employer” towards their service requirement in the calculation of a redundancy payment. Local government organisations are not “associated employers” under the definition of the Act and the purpose of the Order is to make them so for redundancy calculations.

This means that where an employee has previous continuous service with another employer listed on the Modification Order they will be able to count it in the calculation of their redundancy payment.

The usual rules of continuity will apply, so that if there is a break of more than a week (running from Sunday to Saturday) between two contracts continuity will be broken (except where there is a redundancy and a new job is taken up within 4 weeks).

KCC will also count previous continuous service with another employer listed on the Modification Order in the calculation of entitlement to certain contractual provisions, e.g. periods of notice, annual leave, sick pay scheme and maternity benefits. (See Section C, paragraph D for details). However, this service is not counted for any other rights e.g. the employee will still have to complete 2 years’ service to claim unfair dismissal.

**Where a job offer is made by an employer listed on the Modification Order** If an employee who is under notice of redundancy receives an offer of a job from another employer covered by the Order before the termination of their employment, and takes it up within 4 weeks of the end of the old employment, there will be no dismissal for redundancy purposes.

If you have been issued with notice of redundancy and have been offered a job by an employer on the Modification Order list, and intend to take it up within 4 weeks of finishing your current job, you must inform your manager and Human Resources.

Where an employee takes on a new job with a Modification Order employer in these circumstances, the provisions relating to a trial period will apply. Therefore, if the employee decides not to continue with the job during the first 4 weeks s/he will be able to terminate the contract and receive a redundancy payment from the old employer.

## **Employers on the List**

Many employers are specifically named on the Modification Order. However, there are several generic categories which refer to statutes and this can cause confusion. It is impossible to create a list of every employer covered by the Order by individual name as this would include several thousand organisations.

It is useful to remember that the idea of the Order is to include organisations in the local government “family”. Therefore, non-local authority bodies on the Order are generally those that have been funded wholly or partly by a local authority or provide a service that used to be entirely provided by an authority.

Guidance on the areas which generally cause most problems is given below.

## **Police officers and support staff**

Police officers are not covered by the Order because they are servants of the crown and therefore not employees.

Until recently, support staff in the Metropolitan police were not covered by the Order, because they were employed by the Secretary of State. However, the Metropolitan Police Authority was placed on the Order after the Greater London Authority took over its control. Therefore, all employment as a member of support staff in a police authority is now covered.

## **Housing**

Housing Associations are not on the Order but Housing Action Trusts are. Where authorities have transferred their housing stock to a Length Management Organisation (ALM) it is the Business, Innovation & Skills (BIS) advice that such an organisation is covered under 6 of Schedule 1.

## **Universities**

The basic rule is that universities which used to be polytechnics are included whereas those that were always universities are not e.g. Leeds Metropolitan University (formerly Leeds Polytechnic) is covered but Leeds University is not.

## **Further education colleges**

Colleges which are funded by the local authority before 1992 are included whereas those which have always been independent are not.

## **Civil Service**

Central government bodies are not included.

## **Audit Commission**

The Audit Commission is not on the Order.

## **NHS**

NHS bodies are not included, except for Care Trusts set up under s.45 of the Health and Social Care Act 2001. Care Trusts are different from Primary Care Trusts which are not included.

It is also worth noting that NHS service can be counted for the purposes of working out an enhanced (not statutory) redundancy payment under the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2000. This may be why it is sometimes thought that service with the NHS counts for the purpose of the Modification Order.

### **Water Authorities**

Service with a water authority does not count towards continuous service.

### **Town Councils**

The category of parish councils also covers town councils. This is because a town council is simply a parish council that has resolved to have the status of a town.

### **Geographical locations**

Generally speaking, English, Scottish and Welsh councils (including the Council of the Isles of Scilly) are covered but Northern Ireland, the Channel Islands and the Isle of Man are not.

### **Training and Enterprise Councils (TECS) TECS**

are not on the Order.

### **What to do to find out whether an employer is covered by the list**

If an employer is not specifically named on the list and it is unclear whether it fits into one of the generic categories, the first thing to do is to contact the employer direct. If it is still not clear then the Local Government Employers or South East Employers' can be contacted.

### **Employers covered by the Order**

For a list of employers covered by the Order see:

<https://www.local.gov.uk/>



## Appendix 3

### **The Local Government Pension Scheme (Administration) Regulations 2013 – KCC Discretions**

This policy statement clarifies the Authority's position on the discretions it can exercise in accordance with the LGPS 2014 regulations and guidance on how they apply to different retirement options.

The policy statement applies to all members of staff who are eligible to be members of the

LGPS, as defined in the regulations i.e. employees with a contract of employment of over 3 month's duration and who are under 75 years of age and are contractually enrolled at the start of employment. Those with contracts of less than 3 months can join but need to elect to do so.

Employees who are members of the pension scheme are only entitled to receive pension benefits if they have 2 years or more service. Under LGPS 2014 Regulation 18, if an employee leaves within 2 years of the start of their employment their contributions can be repaid or transferred to another scheme, unless there is some fraudulent offence or misconduct in connection with the employment.

#### **Principles**

The Authority will treat any individual retirement case and decisions on its merits.

Decisions relating to retirement will be made taking into account the business case and business implications, the financial implications, employment law consideration, the regulations and the legality of each case. It may also take into account long term savings, affordability, skills and skills retention and impact on service delivery.

The definition of business efficiency shall include, but not be limited to financial savings and/or quality improvements judged on a case by case basis.

Each decision will be made free from discrimination on the grounds of any protected characterising – age, disability, gender reassignment, marriage or civil partnership, pregnancy & maternity, race, religion and belief, sex, sexual orientation or any other personal criteria.

The Authority's decisions relating to retirement and the release of pension benefits will be in line with the current pension regulations. These regulations may be updated from time to time and the Authority will default to the regulations if the policy is not explicit on any current or future regulation.

Decisions relating to the release of deferred benefits to former employees will refer to the relevant pension policies applicable at the time of their employment. In such cases, the decision as to the release of deferred benefits will be on a case by case basis and will take into account the criteria detailed in these principles. Guidance may be sought from the pension administrators as required.

Compassionate grounds are defined as exceptional circumstances that 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.

### **Discretions**

Within the regulations there are a number of discretionary statements that require the Authority to explicitly state their position. The discretions detailed below relate to the current LGPS 2014 regulations and guidance. They also reflect discretions approved by the Authority for the previous pension scheme policies.

### **Regulation 9 (1) & (3) - Contributions**

KCC will apply the nationally determined employee contribution rates and bands. These are subject to change and may be varied.

KCC will pay the rate of contributions determined in the regulations for employees whose pay is reduced through ill health or during authorised unpaid leave, including child related leave.

KCC will determine the appropriate contribution band for an employee by using the pensionable pay received on 1 April each year and up to every 3 months thereafter.

Variable time employees will have their initial contribution rate at 1 April 2014 set at 5.5% with a reassessment up to every 3 months thereafter.

KCC will notify employees of their individual contribution rates in their April payslips each year and thereafter when any changes are made. Details of the contribution rates, bands and appeal process will be made available Kent Scheme Newsletter each April and on KNet.

### **Regulation 16 (2)e and (4)d – Shared Cost Additional Pension Contributions (SCAPC)**

KCC will not operate a SCAPC where an employee wishes to purchase extra annual pension (up to the limit defined in the regulations).

The above does not apply where a scheme member has had a period of child related leave or authorised unpaid leave and elects, within 30 days of return to work, to pay a SCAPC to cover the amount of pension 'lost' during the period of absence, KCC will contribute 2/3rds of the cost. If an election is made after the 30 day time limit the full costs will be met by the employee.

Where it is not possible to provide the employee with the information they need to make their election within the 30 day deadline, KCC will extend the limit. However, the scheme member must contact KCC to request this information within 30 days of returning to work and respond within 30 days of the information being provided.

### **TP Regulations 1(1)(c) of Schedule 2 – whether to allow the rule of 85 to be 'switched on' for members age 55-59**

It is not KCC's general policy to make use of the discretion to 'switch back on' the 85 year rule protections unless there are clear financial or operational advantages to KCC.

Each case will be considered on its merits by the relevant Corporate Director and the Director of HR & OD.

#### **Regulation 17 (1) – Shared Cost Additional Voluntary Contributions (SCAVC)**

The Council will pay SCAVC contributions where an employee has elected to pay AVCs by salary sacrifice. The amount of these employer SCAVC contributions will not exceed the amount of salary sacrificed by the employee. This is a Council discretion which is subject to the employee meeting the conditions for the acceptance into the salary sacrifice shared cost AVC scheme and may be withdrawn or changed at any time’.

#### **Regulation 21(5) – in determining Assumed Pensionable Pay whether a lump sum payment made in the previous 12 months is a ‘regular lump sum’**

KCC will maintain a list which details what KCC considers being a regular lump sum payment made to our employees to be used in the calculation of the Assumed Pensionable Pay.

#### **Regulation 22 (7)(b) & (8)(b) - Aggregation of Benefits**

Employees who have previous LGPS pension benefits in England and Wales will automatically have these aggregated with their new LGPS employment unless they elect within 12 months of commencing membership of the LGPS in the new employment to retain separate benefits. KCC has the discretion to extend this period beyond 12 months and each case will be considered on its own merits.

#### **Regulation 30(6) & 30(8) – Flexible Retirement**

It is KCC’s policy to provide consent to consider flexible retirement requests only where there are clear financial or operational advantages to KCC.

If consent has been given under Regulation 30(6) it is not KCC’s general policy to waive any actuarial reduction unless there are exceptional circumstances.

Each case will be considered on its merits by the relevant Corporate Director and the Director of HR & OD.

#### **Regulation 30(8) – Waiving of Actuarial Reductions**

It is not KCC’s general policy to waive any actuarial reductions applied to benefits paid early or where a scheme member has previously been awarded a deferred benefit. Each case will be considered on its merits by the relevant Corporate Director and the Director of HR & OD.

Where flexible retirement has been agreed under Regulation 30(6) and the benefits payable to the scheme member are to be actuarially reduced, the employer can choose to waive that reduction.

A deferred member from age 55 can request payment of their deferred benefit before their normal pension age. Whether employers consent is required is dependent on the date that the member left.

It is not KCC’s general policy to waive any reduction to these requests but each case will be considered on its merits by the relevant Corporate Director and the Director of HR & OD.

### **Regulation 31 – Award of Additional Pension**

KCC has the discretion to award additional pension (up to the additional pension limit defined in the regulations) to an active member.

KCC has the discretion to award additional pension (up to the additional pension limit defined in the regulations) within 6 months of leaving the scheme, to a scheme member who was dismissed on grounds of redundancy or business efficiency.

KCC will only exercise this discretion in exceptional circumstances and only at the discretion of the relevant Corporate Director and the Director of HR & OD.

### **Regulation 100(6)**

If an employee wishes to transfer any pension benefits they have built up in other schemes to the Local Government Pension Scheme, the election to do so must be made within 12 months of starting a new period of membership. This time limit may be extended if the employee can demonstrate exceptional circumstances so as to justify this.

**NB: Under Regulation 60(1) of the Local Government Pension Scheme Regulations 2013, it is compulsory for all employers to make a policy decision under Regulation 16, 30(8) and 31 and Paragraph 2(2) of Schedule 2 to the LGPS (Transitional Provisions, Savings and amendments) Regulations 2014.**

**Under Regulation 60(2) a copy of the policies must be sent to the Pensions Section by 30th June 2014 and be publishable to their scheme members on request.**

**Under Regulation 60(3) employers must keep the policies under review and make any appropriate changes.**

**Under Regulation 60(4) any amendments to these policies must be made available to the Pensions Section and to scheme members within a month of the date of change.**

## D. Fairness at Work

KCC is committed to promoting equality, valuing diversity, combating unfair treatment, and taking action to ensure staff reach their full potential. Further details can be found in KCC's Equality & Diversity Policy Statement which is available on KNet.

### 1. General Standards

You are expected to meet your responsibilities in relation to the Council's Equality & Diversity Policy, understand KCC's equality objectives and work expectations including standards of behaviour.

### 2. Resolution Policy

#### A. Introduction

KCC is committed to providing a working environment where all individuals are treated with fairness, dignity and respect. A positive working environment is beneficial to employee wellbeing and engagement which can influence performance, retention and result in the decrease in certain types of absences.

Within workplaces it is normal for there to be some disagreement, conflict or dispute. In many cases these matters can be successfully and speedily resolved by managers as part of their day to day responsibilities.

This policy and the associated procedure set out KCC's approach to achieving lasting solutions to issue(s) raised by you regarding your working environment or working relationships (including harassment). The policy and procedure take into account the benefits of mediation in the process of resolving issues. The policy and procedure are reviewed on a regular basis and any changes are made in agreement with our recognised trade unions.

Mediation is a non-adversarial way of resolving difficult situations and it can play an important role in responding to your resolution request. The mediator is an impartial third party and will help you and the other parties involved to have an open and honest dialogue with the aim of identifying an agreed outcome. Any agreement made during the mediation comes from you and the other parties involved, not from the mediator.

The policy draws on five core principles:

- fairness
- mutual respect
- empathy
- dignity
- dialogue

It is expected that all parties in the process will adhere to these principles. For this policy KCC has adopted the Acas definition of harassment. Acas define harassment as: *'unwanted conduct related to a relevant protected characteristic\*, which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual.'*

Acas identify that bullying can be characterised as:

*'offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient.'*

Harassment may take the form of either repeated or single incidents. Critically, if a behaviour or action is considered to be offensive by the person who receives it, it may constitute harassment whether intentional or otherwise. However, the issue of whether a behaviour or action was intentional is relevant when examining the most appropriate and effective way to resolve the situation.

Further information regarding the different forms of harassment can be found in **Dignity & Respect at Work Policy Statement** which is available on KNet.

**\* Protected characteristics are: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex and sexual orientation**

## **B. Scope**

The Resolution Policy and Procedure provide the means for you (or a group of employees) to seek a resolution to an issue which has led to you experiencing a disadvantage or anticipating that it will do so. The issues may be the result of:

- actions taken or proposed by KCC
- actions by another employee (or group of employees)
- actions of a third party (this only applies to circumstances where KCC has the ability to intervene in the actions of the third party)
- a failure to act by management
- a failure to act by another employee (or group of employees).

## **C. Aims**

Through the Resolution Policy and the associated Procedure KCC aims to:

- provide you and your manager with a constructive and effective approach to resolving the identified issue(s) at the earliest opportunity
- wherever possible, achieve successful outcomes through an early resolution discussion (this may also involve mediation)
- ensure consistency and fairness of treatment for employees.

## D. Employee Entitlements

You are entitled to:

- raise a resolution request with your manager\*\*
- participate in an early resolution approach with your manager\*\* to explore how the identified issue(s) can be resolved
- have a resolution meeting if the issue(s) have not been resolved by the early resolution approach or they have been assessed as being more complex
- a right of appeal against the outcome of the resolution meeting
- be accompanied at resolution and appeal meetings by a trade union representative or workplace colleague

**\*\* or grandparent manager if the issue/s relate to your direct line manager**

## E. KCC Standards

- resolution requests must be raised within three months of the event/incident occurring (or within three months of you becoming aware of an issue)
- issues will be dealt with in confidence
- harassment and bullying are not tolerated
- all issues raised will be assessed to explore how they can be resolved in the most effective way
- there is an expectation that all parties will, wherever possible, engage with the early resolution approach
- there is an expectation that all parties will give reasonable consideration to engaging in early resolution mediation
- early resolution mediation is voluntary and is a confidential process
- where resolution requests are able to be addressed through the early resolution approach, a brief note of the outcome will be made on your local supervision record(s)
- written confirmation will be provided to the relevant parties regarding the outcome of a resolution meeting
- if there is a need to vary any of the timescales set out in the Resolution Procedure this will be discussed with you
- you will be protected from intimidation, victimisation or discrimination for raising issues via the Resolution Policy and Procedure. Any form of retaliation against you

raising a complaint will be dealt with in accordance with the Disciplinary Policy and Procedure

- resolution requests which relate to a disciplinary or performance and capability process will, where possible, be considered as part of the operation of that procedure. If this is not possible the disciplinary or performance and capability process will not be suspended and the request will be addressed in parallel to it. However, each case will be considered on its merits.
- where you and a group of other employees have raised a collective resolution request, the presentation of information during a resolution meeting or appeal should be handled by a spokesperson and/or representative. Other employees in the group will speak only as witnesses unless otherwise agreed
- where the matters raised in a resolution request are unsubstantiated and found to be vexatious or maliciously made, this will be addressed in accordance with the Disciplinary Policy and Procedure.

## **F. Partnership working**

It could be the case that an issue impacts on more than one employer. Every effort will be made to agree an approach that reflects best practice across the agencies concerned.

Managers from partner organisations will be expected to implement KCC policies and procedures where they are managing KCC employees with support from KCC management or KCC HR.

## **G. Matters outside of the Resolution Policy**

This policy does not cover matters where there are separate KCC policies and procedures which apply, these include:

- Redundancy appeals
- Job evaluation appeals
- Disciplinary
- Performance and Capability
- Whistle Blowing

For further information on the resolution approach and how it operates in practice please see the Resolution Procedure on KNet.



### 3 Whistleblowing

KCC is committed to the highest possible standards of openness, probity and accountability. If you have concerns regarding any aspect of our work you are encouraged to come forward and voice your concerns. In some instances, concerns may need to be expressed on a confidential basis.

KCC's approach to Whistle Blowing is intended to encourage you to raise serious concerns internally within KCC, without fear of reprisal or victimisation, rather than overlooking a problem or raising the matter outside. Full details of the Whistle Blowing Policy and Whistle Blowing Procedure can be found on KNet.

#### A. Raising a Concern

Whenever possible you should raise your concern with your immediate manager or their manager. If this is not appropriate, you should approach the following according to the nature of the concern:

Directorate	Contact Name	Email
Chief Executive Department and Deputy Chief Executive Department	Rachel Chalmers- Stevens	<a href="mailto:Rachel.Chalmers-Stevens@kent.gov.uk">Rachel.Chalmers-Stevens@kent.gov.uk</a> 03000 410004
Growth, Environment & Transport	Theresa Warford	<a href="mailto:Theresa.warford@kent.gov.uk">Theresa.warford@kent.gov.uk</a> 03000 417 192
Children, Young People and Education	Dee Corbishley	<a href="mailto:Dee.Corbishley@kent.gov.uk">Dee.Corbishley@kent.gov.uk</a> 03000 423 185
Adult Social Care and Health	Sarah Denson	<a href="mailto:sarah.denson@kent.gov.uk">sarah.denson@kent.gov.uk</a> 03000 410 740
Senior Management contact points	Paul Royel Director of HR & OD	<a href="mailto:paul.royel@kent.gov.uk">paul.royel@kent.gov.uk</a> 03000 416631
Senior Management contact points	Ben Watts – General Counsel	<a href="mailto:Benjamin.Watts@kent.gov.uk">Benjamin.Watts@kent.gov.uk</a> 03000 416814
Senior Management contact points	Jonathan Idle – Head of Internal Audit	<a href="mailto:Jonathan.Idle@kent.gov.uk">Jonathan.Idle@kent.gov.uk</a> 03000 417 840

<b>Senior Management contact points</b>	<b>James Flannery -</b> Counter Fraud Manager	<a href="mailto:James.Flannery@kent.gov.uk">James.Flannery@kent.gov.uk</a> 03000 416 621
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If you do not feel able to raise your concerns internally, the Whistleblowing Procedure provides contact details of other relevant external bodies and Regulators.

KCC has an **Anti-Fraud and Corruption Strategy** and all suspected financial irregularities must be reported to Head of Internal Audit.

## B. Whistleblowing Hotline

Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve an organisation's operations. If you wish to raise any type of Whistleblowing concern directly with Internal Audit (anonymously if necessary) please call the Whistleblowing hotline on 03000 414 500 or e-mail [internal.audit@kent.gov.uk](mailto:internal.audit@kent.gov.uk).

KCC is committed to promoting equality, valuing diversity, combating unfair treatment, and taking action to ensure staff reach their full potential. Further details can be found in KCC's Equality & Diversity Policy Statement which is available on KNet

## E. Trade Unions and Joint Consultation

KCC is committed to positive working relationships with the trade unions that represent the staff we employ. We recognise 3 unions for collective bargaining purposes and work alongside a variety of others on day to day employment matters, for instance in order to resolve employee relations issues and health & safety matters. We also have a duty to consult with trade unions, as well as staff, over changes to organisational structures and jobs, and over proposals that may result in redundancies.

The recognised Trade Union's within Kent Scheme for collective bargaining purposes, including pay bargaining and reviewing collective agreements, are:

- UNISON
- General Municipal Boilermakers and Allied Trades Union (GMB)
- UNITE

KCC also employs a number of staff on different terms and conditions and therefore consults with a number of other unions on various issues.

For further information about our recognised trade unions, see the **Get Involved** area of KNet. For further information about facilities and resources available to union stewards, plus the terms of reference for union meetings, including Directorate Joint Consultative Committees, see the **Facilities Agreement** on KNet.

## F. Learning and Development

### A. Assistance with part time and full time study

The development request process is available to ensure professional development (beyond that offered on Delta) and role specific qualifications can be applied for. These will be funded from the central training budget. For further information on how to apply see “**Training & Development**” on KNet.

### B. Financial Assistance

KCC may pay or contribute to the following facilities for study, which can include:

#### i Fees

Full registration, course costs, student membership of professional body and examination fees.

#### ii Travelling Expenses

Reimbursement of any public transport expenses and mileage in addition to normal home to office (return) is paid. Mileage will be reimbursed at the appropriate car user rate.

#### iii Subsistence Expenses

Subsistence expenses and 'out of pocket' expenses are not normally paid.

#### iv Overnight Provision

Where unable to return home, reasonable dinner, hotel and breakfast expenses incurred will be reimbursed up to the maximum stated in the **Schedule of Allowances** document on KNet. More information can be found in **Your employee package, my financial benefits and support** section on KNet.

#### v **Acceptance of the Learner Agreement is required from employees who are undertaking any Professional Development which exceeds £1,000 or undertaking a Qualification of any value.**

### C. Time off for Study

Time off to study will be agreed at your manager's discretion. Certain employees aged 16 to 18 have a statutory right to reasonable paid time off to study or train for a relevant qualification which will help them towards achieving a certain standard in their education.

### D. Revision / Exam Leave

Leave for each exam day will normally be given.

For those taking exams for the first time, revision leave will normally be given as follows:

- Courses of one year or less: 3 days.
- Courses exceeding a year: 5 days over the whole course of study. Up to 3 additional days for exam leave may be given prior to intermediate exams.

## E. Full Time Study

Your manager will agree terms and conditions in the form of a training contract. In addition to the conditions outlined above this should also cover:

- salary during the period of training
- any agreement on post-training work
- accommodation
- work time
- travelling
- arrangements for return to work
- annual leave

## F. Residential Training

- Release for the days required where they fall on a normal working day will normally be agreed.
- The fees of the school will be paid.
- Travel for one return journey will normally be reimbursed at the applicable car user rate or standard class train or bus fare if using public transport.
- Reimbursement of reasonable subsistence and accommodation expenses incurred, where not included in the fees, will normally be paid. Expenses should not exceed the amount outlined in the **Schedule of Allowances** document on KNet.

## G. Part-Time Staff

Part-time staff attending learning and development courses during their normal working day will be paid their normal daily rate (i.e. plain time). Where training takes place on a day not normally worked and you work over and above your normal working hours, you will receive time off in lieu. In exceptional circumstances where this is not possible your manager may grant payment for those hours at plain time.

## H. Training Contract & Form of Undertaking

See the **Learner Agreement** on KNet

If you fail to sit an exam or show unsatisfactory progress without good reason, your manager may withdraw the facilities provided. Financial assistance may also be recovered in certain circumstances.

If you are unsuccessful in passing an exam, your manager will consider (in the particular circumstances), whether to continue with assistance for a retake. Should you be unsuccessful again, assistance with further retakes will not usually be given.

## I. Professional Fees

There are a number of posts within KCC that require professional registration in order to operate or practice. Professional fees are not normally paid unless a local agreement exists to do so.

## G. Leave

This section describes the various leave provisions available to employees including annual leave, family leave and others.

### 1. General standards

Decisions on approving annual leave requests will take into account service needs. KCC's standard working week for full time employees is 37 hours, and a standard day is 7 hours 24 minutes (7.4 hours). A half a day is 3 hours 42 minutes (3.7 hours).

If you are on a part-time contract, you will receive a pro rata annual leave entitlement which is based on your contracted hours of work. As your annual leave is therefore calculated in hours, the calculation should be rounded up or down as follows:

- rounded down if it is under point 4
- round to half an hour if it is point 41 – point 59
- rounded up if it is point 6 or above.

Annual leave runs from 1 April to 31 March each year. The annual leave entitlement increases on completion of 5 years' continuous service.

## 2. Annual leave

### A. Annual Leave Entitlement

The annual leave entitlement for full time employees is shown below:

Grades	Basic Entitlement	After 5 years' service
KSA to KSE	27	29
KSF to KSJ	29	30
KSK and above	30	30

If you join or leave KCC part way through a year, your leave entitlement is calculated based on complete calendar days in employment for the current leave year and rounded to the nearest half day.

## B. Leave after 5 Years' Service

The additional leave entitlement is calculated on a pro rata basis from the first day of the month following the fifth anniversary of appointment e.g. where the fifth anniversary falls on 15 June the additional leave will be calculated from 1 July and rounded to the nearest half day (or the equivalent in hours if you are part-time).

## C. Previous Service

If you are compulsorily transferred to another public service under the Transfer of Undertakings Protection of Employment (TUPE) Regulations 2006 and then voluntarily return to KCC at a later date you are entitled to have your continuous KCC service (immediately before the transfer) taken into account to determine your annual leave entitlement.

If you are covered by the **Modification Order** (see Chapter C) you are entitled to have relevant previous service taken into account for the purpose of leave. However, unused leave cannot be transferred and you will be treated as a “new entrant” for the purposes of calculating leave for the remainder of the leave year.

If you have a break of less than six weeks between periods of KCC (or other Local Government) employment, this will not count as a break for the purposes of calculating your annual leave entitlement.

If you have been employed on a temporary contract and become permanent your service, during the temporary contract, will be taken into account for the purpose of calculating your annual leave providing there has been no break in service.

## D. Cancelling Leave Because of Sickness

If you fall ill before going on leave and are unable to take a booked holiday, the time can be reimbursed and recorded as sick leave, provided you are able to produce evidence of cancellation of the holiday and/or a fit note from your GP for this period. If evidence is not produced for the cancellation or a fit note for the relevant days the time will be recorded as leave.

Booked leave will be reimbursed if you are sick during the leave – providing this is supported by a Fit Note from your GP for the relevant days.

## E. Taking Leave During Sickness

If you are absent from work through ill-health you can request holiday leave entitlement during the absence. If this is agreed by your line manager, the absence will then be recorded as annual leave rather than sick leave and your pay will be adjusted (if relevant). Your line manager will give the dates of the annual leave to HR Connect. If you resume sick leave when the period of holiday has ended, the total period of absence is considered for absence monitoring purposes.

## F. Public Holidays

Paid holiday will normally be given on or in respect of the eight public holidays. In addition, a paid concessionary day (as determined by KCC) may be given at Christmas.

## G. Christmas Leave

Details of the leave arrangements for the **Christmas holiday period (including information of the KCC concessionary day)** can be found on KNet.

## H. Term Time Only (TTO) staff

If you are employed on a Term Time Only basis you will receive a pro rata entitlement to annual leave, contractual bank holidays and the concessionary day. Further information can be found on KNet.

## I. Permanent Relief Staff

If you are employed on a Permanent Relief contract you are entitled to paid annual leave and paid leave in respect of the eight public holidays. In addition, a paid concessionary day (as determined by KCC) may be given at Christmas.

Your leave is calculated on the basis of the hours you work each month.

Formula:  $1 \div \text{number of weeks in year less annual leave and bank holiday \& KCC concessionary day} \times \text{number of days combined annual and bank holiday leave} \div \text{full time hours} \times \text{standard working day}$ .

Please see the table below for the paid annual leave accrual rates required to calculate leave entitlement based on the hours you work each month:

Full Time Equivalent Entitlement	Formula	Accrual rates for each hour worked
27	$1 \div 44.8 \times 36 \div 37 \times 7.4$	0.1607
29	$1 \div 44.4 \times 38 \div 37 \times 7.4$	0.1712
30	$1 \div 44.2 \times 39 \div 37 \times 7.4$	0.1765

As your annual leave is therefore calculated in hours, the calculation should be rounded up or down as follows:

- rounded down if it is under point 4
- round to half an hour if it is point 41 – point 59
- rounded up if it is point 6 or above.

Therefore, if you have worked 20 hours in a month and your full-time equivalent leave entitlement is 27 days you will have accrued the following leave for the month:

Example:

20 hours x 0.1607 (accrual rate for 27 days leave) = 3.214 hours, rounded to 3 hours.

Annual leave runs from 1 April to 31 March each year. The annual leave entitlement increases on completion of 5 years' continuous service.

## **J. Military Spouses**

Managers should try to accommodate leave arrangements flexibly when requests are made. This needs to be done in the context of balancing business requirements and supporting individuals. A specific example of this would be to support military spouses by enabling them to take their leave at times which coincide with their partner's return from tours of duty.

## **K. Carry-over of Annual Leave**

You can carry over up to 10 days\* (including bought leave) into a new leave year with your manager's agreement. Carried over leave must be used by the end of the new leave year or lost.

Exceptionally and by agreement you may be allowed to carry over a more substantial amount of annual leave.

\* pro rata if you are part-time

## **L. Carry-over of Annual Leave due to Sickness Absence**

If, due to long term sickness absence, you have been unable to take all of your annual leave entitlement, you will be able to carry over a maximum of 20 days into the new leave year.

## **M. Deferring Annual Leave**

Annual leave may be accrued over more than one year with the manager's agreement to a maximum of 30 days.

## **N. Leaving KCC**

Your remaining annual leave entitlement is calculated on a pro rata basis for complete calendar days from the beginning of the current leave year until the last day of employment. Any untaken accrued annual leave must be taken prior to your last day of employment. Payment in lieu of outstanding leave is only made exceptionally.

If your pro rata annual leave entitlement has been exceeded, an adjustment will be made to your final salary.

## **3. Other Leave, Time Off and Authorisation**

Additional paid or unpaid leave may be granted in various circumstances (pro rata if you are part-time). Leave should not be given or taken where the work of the Directorate



would be detrimentally affected unless it is compulsory or unavoidable e.g. jury service. **The Other Leave Guidance** (which is available on KNet) details circumstances when leave may be taken.

Managers must maintain local records and monitor requests for other leave.

## A. Personal Leave

Personal leave is the provision of up to 10 days paid leave (pro rata if you are part-time), that may be used to balance urgent or unforeseen personal responsibilities. This is a discretionary benefit that can only be taken with your line manager's agreement, there is no legal right to paid time off for this purpose. Further information can be found in the **Personal Leave Guidance** on KNet.

**Carers' leave** – If you are a carer looking after or providing support to a relative, child, friend or partner, who because of a disability, illness or old age cannot manage without help, you can apply to use up to 5 days of personal leave each annual leave year for caring responsibilities (pro rata if you are part-time). This must be in agreement with your line manager. Further information can be found in the **Carers' Leave Policy** on KNet.

## B. Leave for Religious Observance

If you need to take leave for religious observance your line manager should give priority consideration to your request. Your leave should be planned in advance and you must give your line manager as much notice as possible.

Where it is not possible for you to take annual leave (i.e. because you have already exhausted your leave entitlement) then sympathetic consideration will be given to granting unpaid leave. Further information on **Leave for Religious Observance/Belief** is available on KNet.

## C. Unpaid Leave

Unpaid leave can be agreed up to a maximum of 6 months. Where the leave exceeds 30 days your full conditions of service are suspended for the inclusive period of the leave. Alternatively you may wish to take 'Time Out' which is unpaid leave for up to a year.

Further information on the [Time Out Scheme](#) is available on KNet.

Where unpaid leave does not exceed 30 calendar days, public holidays which fall within, or are continuous with, that period are paid provided you would normally have worked that day.

### 1. Salary Deduction

If you work a seven-day week you will have unpaid leave deducted as follows:

- a) One complete working week or more is regarded as continuous from the first day of absence up to and including the day preceding the return to duty.
- b) Where unpaid leave is less than one complete week but spans a weekend calculate as in (a) above.
- c) Less than one complete week not spanning a weekend:
  - three consecutive days or more ending on a Friday, the following Saturday and Sunday will be included.
  - fewer than three consecutive days ending on Friday no account is taken of Saturday or Sunday;
  - less than a full week and does not include Friday salary is reduced by the number of working days lost.

## **2. Pay Progression**

Pay progression which would have occurred during the unpaid leave or is due to occur following a return to work will be managed through the Performance Management process.

## **3. Continuous Service**

During the period of unpaid leave employment status is maintained. Therefore, employment procedures, regulations and policies continue to apply during the leave and no paid work should be undertaken for any other organisation without seeking permission from KCC.

Where the period of the break is for two or more months it will not count towards the calculation of continuous service for contractual purposes (e.g. annual leave, contractual maternity, adoption and paternity schemes and contractual sick pay). When you return to work, your pre-break and post-break service will be added together to make total service for contractual purposes. Your contractual annual leave will not accrue during your break.

## **4. Returning to Work**

You will be entitled to return to your substantive post or an equivalent job with terms and conditions commensurate with your post prior to the leave, unless a redundancy situation has arisen in which case normal redundancy procedures apply.

One month's notice must be given of an early return date. If you decide not to return written notice must be given in accordance with your contract of employment.

## **5. Pension**

If you are granted unpaid leave of absence, including parental leave, the period will not count for pension purposes unless you elect to pay Additional Pension Contributions (APCs) to purchase the amount of pension lost during that period of absence.

If you wish to purchase the amount of lost pension and you make the election to do so within 30 days of returning to work then the cost of the APC is split between you and KCC (you pay one third of the cost and KCC will pay the rest). You can pay these additional contributions in a one-off lump sum or through regular payments from your wages. The maximum period of absence you can elect to buy back is 3 years.

## 4. Family Leave

**Maternity leave** – if you are pregnant you have specific statutory rights including the right to maternity leave, maternity pay and also the right to return to work after the child is born, additionally KCC offers a contractual enhancement. Further information on maternity provisions can be found in the **Family Leave Information Pack** which is available on KNet.

Parental leave is available to you if you have or expect to have parental responsibility for a child. The leave is unpaid and gives you the right to take a period of time off to look after a child or make arrangements for the child's welfare. Each parent can take a total of 18 weeks unpaid leave per child (including multiple births for both parents) up until your child reaches age 18. The entitlement is pro rata for part time employees.

Further information on parental leave can be found within the **Family Leave Information Pack on KNet**.

Shared parental leave is available if you meet the eligibility criteria. Shared parental leave and shared parental pay offers you and your partner increased flexibility on taking time off to be with your baby/adopted child. Further information on shared parental leave (including the eligibility criteria) can be found in the Family Leave Information Pack on KNet.

**Maternity support leave (MSL)** - pay is available to employees whose partners have given birth to a baby and also to employees who are adopting a child with their partner and take leave to care for the baby or to support the mother or adoptive parent. Further information on **MSL** can be found on KNet.

**Adoption leave** - is available if you are adopting a child within the UK or from overseas. Further information on Adoption Leave can be found in the **Family Leave Information Pack** on KNet.

## 5. Emergency Dependent Care Leave

You have a statutory right to take a reasonable period of time off work to deal with a family emergency involving a dependent who relies on you for assistance. You also have the right not to be unreasonably refused time off, dismissed or victimised for doing so. Further information is available within the **Carers' Leave Policy** on KNet.

## 6. Family Leave Conditions

### A. Pension implications for family leave

You are advised to check with the Pensions Section regarding the effect of family leave on your pension contributions.

Nothing in the provisions for family leave shall be construed as providing rights less favourable than statutory rights.

**If you attempt to dishonestly claim any of the leave and pay arrangements set out in this Section, then you may be subjected to KCC's disciplinary procedure.**

## H. Health, Safety and Wellbeing

KCC is committed to the health, safety and wellbeing of its staff and creating and maintaining safe and healthy work environments and experiences. This section outlines basic health, safety and wellbeing requirements as well as some of the provisions in place to help staff find the right balance in their lives while looking after their own wellbeing. Staff can find all health and safety topics, standard and templates within **Health and Safety A-Z list of topics on KNet**.

### 1. General Standards

KCC's General Statement of Policy on Health, Safety and Welfare at Work sets out management commitments, individual employee responsibilities and outlines the organisational structure and arrangements in place to fulfil health and safety responsibilities.

You are required to comply with these health and safety responsibilities as part of your employment contract.

Legislation requires accidents, incidents and dangerous occurrences to be recorded and in some cases reported to the Health and Safety Executive (HSE). All accidents, incidents and near misses must be reported via the HS157 form [\[link\]](#) immediately.

KCC employees are covered by personal accident insurance (See sub section 3 for any restrictions).

#### **Health and Safety Training, Guidance and Information**

You are required to undertake health and safety training and follow the relevant guidance and information on the [Health and Safety KNET pages](#) for topics associated with your role and the work that you undertake.

### 2. Safety of Employees

#### **A. Risk Assessment**

Risk assessments will be carried out and reviewed where appropriate to identify any significant risks associated with work and activities. This could include but is not limited to: display screen equipment, manual handling, work at height, lone working, personal safety, travelling for Work etc. KCC will provide appropriate training and equipment to manage risks.

Personal assessments will be undertaken for anyone with specific requirements. KCC's policy of following sensible risk management principles means that the controls should

always be proportionate to the risk. For guidance and forms see the **Health and Safety KNet pages**.

## **B. Control of Substances Hazardous to Health (COSHH)**

Using chemicals or other hazardous substances at work can put people's health at risk. Before any chemicals are used, training must be undertaken and a COSHH risk assessment must be carried out prior to use. This will protect both employees and others who may be exposed. Guidance can be found on the **Health and Safety KNet pages**.

## **C. Display Screen Equipment (DSE)**

Under the Health and Safety at Work Act 1974 and the DSE Regulations 1992 all employees defined as a DSE user under the regulations must have a self-assessment carried out as soon as is practicable after they commence employment. Employees are required to self-assess using the HS214 DSE Workstation Assessment and follow the standard on DSE form on the Health and Safety Knet pages and discuss with their manager any reasonable adjustments that are required. DSE assessments should cover all work settings that KCC employee work in, for example home working, office and in the community. The DSE self-assessment is to support and minimise any health risks to ensure that workplaces and jobs are well designed and are compatible with the person. If there has been any changes to the employee's working arrangements or health it should be discussed with their manager and the DSE assessment must be updated accordingly. Assessments should be reviewed at least annually.

You are required to implement the training and information provided on using your workstation and display screen equipment. Guidance on this, eyesight tests and relevant forms can be found on the **Health and Safety KNet pages** or **contact the Health and Safety Team**.

## **D. Fire Safety**

As part of your induction you will be informed of the fire emergency evacuation plan for the building that you will be working in. You need to familiarise yourself so that in the event of a fire you can get out safely. Regular fire drills are carried out and you are required to follow the prescribed procedures. All employees must complete the easy to understand delta based training video for emergency evacuation. All staff should complete and be familiar with the fire safety modules and tag evac training when using buildings. Other fire training is available e.g. fire warden, fire extinguisher – see Delta for information or speak to Health and Safety Team.

Should you need assistance or special requirements during an evacuation you should make your manager aware so that they can create a Personal Emergency Evacuation Plan (PEEP) with you. Guidance and forms can be found on the **Health and Safety KNet pages**.

## E. First Aid at Work

First aid requirements will differ per venue and service. If you are appointed as a first aider you must hold a current valid certificate of competence in First Aid at Work (FAW) or Emergency First Aid at Work depending on the need assessed. If you are appointed as an FAW first aider you will receive an allowance (see the **Schedule of Allowances document** on KNet for details). If you are trained to carry out first aid for people who use our services, you are required to do this as part of your current role and remuneration. There is a First Aid awareness elearning course which is useful for all staff and can be found on Delta. For further guidance see the **Health and Safety KNet pages**.

## F. Management of Asbestos

We have a duty to manage asbestos in KCC buildings. All premises hold an asbestos survey within a docubox that will be located in the reception area of all buildings. All staff have a duty to make themselves familiar with the content and report any known asbestos disturbance to InfrastructureFM Skanska. All staff managing buildings should be familiar with the KCC Asbestos policy and undertaken both training modules. Guidance can be found on the Health and Safety Knet pages.

## G. Management of Legionella

A suitable and sufficient risk assessment must be carried out in all KCC establishments to determine any risk from Legionella. Regular monitoring must take place to check temperatures of the water system, damage or corrosion to water vessels and pipe-work. All staff have a duty to report Legionella issues to Infrastructure FM Skanska. All staff managing buildings should be familiar with the KCC Water Hygiene/Legionella policy and undertaken both training modules. Guidance can be found on **Health and Safety Knet pages**

## H. Risk Profiling

All key business units are expected to complete a Health and Safety Risk Profiling exercise for their function and activities, which fits into the wider risk management approach.

The intention is to provide managers with their own risk profile for health and safety to eliminate and reduce any preventative risks.

For further details please contact your health and safety adviser or manager.

## I. Stress Management

KCC's policy on Managing Stress at Work refers to a wide range of complementary services, policies/procedures and support that can help to manage the relationship between work and your health. KCC's Managing Stress at Work Policy is available via the **Health and Safety KNet pages** and further information on the support that is available to access can be found via **Your Health and Wellbeing** area of KNet.

## 3. Wellbeing of Employees

### A. Work Life Balance

KCC is committed to promoting wellbeing in all staff and the Wellbeing and Health Strategic Group are constantly looking to provide means to achieve this.

KCC encourages you to manage home and work demands more easily by providing opportunities for flexible working arrangements. These arrangements may include adjusting working hours, working remotely, taking a break from work or buying annual leave. For more information, see the **Work Smart Policy and Guidance** on KNet.

### B. Healthy Organisation

To promote a healthy organisation, KCC provides a number of benefits and facilities to support your physical, mental, emotional, social and economic health and wellbeing, including:

- Reduced rate wellbeing facilities through KentRewards
- Health promotion and signposting
- Signposting for financial wellbeing
- Access to an online i-resilience tool
- Access to e-learning packages
- Workplace coaching
- Training opportunities.

KCC operates a **Smoking and E-Cigarette Policy**, which is available on KNet. For further information see the **Your Health and Wellbeing** pages on Knet.

### C. Occupational Health

Occupational health (OH) provides expert, professional advice on health issues affecting fitness for work. For further information see **Chapter J** and **Staff Care Services** on KNet.

### D. Support Line

You are able to access free confidential counselling via Support Line. For more information on this and other services provided please see the **Staff Care Services** pages on KNet.

## I. Redundancy

This section sets out the legal and contractual provisions if you are under notice of redundancy. Further information and guidance on redundancy and other associated matters can be found on KNet in:

- **Redundancy Policy**



- **Managing Change – Restructures & Redundancies Guidance for Managers**

## 1. Redundancy – Legal Definition

Redundancy is defined in law as occurring in one of the 3 circumstances outlined below:

Where employees are dismissed because:

- I. the employer ceases or intends to cease to carry out the business in which the employee was employed
- II. the employer ceases or intends to cease to carry on the business in the place where the employee was employed
- III. the requirement for employees to carry out work of particular kind has ceased or diminished or is expected to cease or diminish.

## 2. Staff Under Notice of Redundancy

### A. Appeals Against Redundancy

If you are selected for redundancy you have a right to appeal this decision to the Director of HR & OD. The **appeal procedure** is available on KNet.

### B. Seeking Alternative Work – Redeployee Status

If you are under notice of redundancy assistance will be provided to you in seeking alternative work. As part of this assistance, you will be given redeployee status. This means that where you meet the identified minimum criteria for a vacancy you will be guaranteed an interview. However, the redeployee status will not give you any additional consideration during the selection process and, in accordance with normal practice, appointments will be made on merit – as assessed through an interview and any other selection methods which are used.

### C. Salary Protection

Where, as part of an organisational change process, you are moved to a lower grade post you may, under the Loss of Earnings Compensation Scheme, be considered for a salary protection for a limited period of time. The Loss of Earnings Compensation Scheme is outlined in Appendix 1.

### D. New Workbase (Reorganisation) Allowance

If you are required to move job location and/or incur additional travel as a result of reorganisation, consideration may be given to you receiving compensation under the **New Workbase (Reorganisation) Allowance scheme**, details of which can be found on KNet

### E. Statutory Notice

Statutory notice must always be given when it exceeds your contractual notice period (see Chapter L). The statutory notice requirements are as follows:

Continuous Service	Notice
1 month but less than 2 years	1 week
2 years but less than 12 years	1 week for each year of continuous employment
12 years or more	Not less than 12 weeks

## F. Statutory Trial Period

KCC will seek to mitigate against redundancy and find alternative work for employees where possible before notice is issued. Should that occur then you will be entitled to a non statutory trial period of up to 4 weeks to decide if the role is a suitable alternative or not. If you don't think it is suitable and your line manager agrees with you, then we would issue notice.

However, there is a statutory right to a trial period where an offer of alternative employment is made during your notice period and the employment is to commence at the end of the notice period. In these circumstances a 4 week statutory trial period (maximum) must be included in the offer. If, at the end of, or during the trial period, it is established by your line manager, or your line manager is in agreement with you, that the post is not suitable, the redundancy payment is made as if you had left on the expiry of your notice period.

Trial periods can be extended beyond 4 weeks to enable retraining where appropriate.

## G. Redundancy Payments

If you are made redundant you will be entitled to receive a redundancy payment providing you have at least two years continuous service. The Redundancy Ready Reckoner in Appendix 2 is used to calculate the number of weeks pay due.

KCC redundancy payments are calculated in accordance with the statutory provisions, in terms of length of service and age, except that:

- 'weekly pay' is the higher of your actual contractual pay or a week's pay as defined by redundancy legislation
- service is calculated to include all continuous service up to a maximum of 20 years – including local government and related service (in line with the Redundancy Payments (Continuity of Employment in Local Government etc.) Modification Order 1999 / Associated Employer.

If you are a member of the shared cost AVC scheme, which is a salary sacrifice arrangement, your actual contractual pay is based on your notional salary. Your notional salary is your salary before the salary sacrifice was made.

Additional levels of compensation will not normally be agreed unless there is an overall benefit to KCC. In exceptional cases the amount of redundancy compensation can be doubled, up to a maximum of 52 weeks. In such cases agreement will be required from the Director of HR & OD and relevant Corporate Director.

**A non-consolidated performance payment (lump sum) will not be counted for the calculation of a redundancy payment.**

If, under notice of redundancy, you receive an offer of employment prior to the date of redundancy (in Local Government or a related service) covered by the Redundancy (Continuity of Employment in Local Government etc) Modification Order 1999 / Associated Employer, to commence within 4 weeks of your date of termination, there will be no entitlement to a redundancy payment.

KCC will recover any contractual redundancy pay which has been paid if you are employed by an associated employer within 4 weeks of the job with KCC ending.

### **Withholding Redundancy Payments**

Redundancy payments can be withheld where an individual refuses offers of suitable alternative employment or the reasons for terminating the statutory trial period are considered unreasonable. The withholding of a redundancy payment will be jointly agreed by the relevant Corporate Director and the Director of HR & OD. Further advice should be sought from HR to support any decision to withhold a redundancy payment.

## **H. Pregnancy and Maternity**

If you are pregnant or on maternity leave, a 'protected period' exists from the beginning of your pregnancy to the end of maternity leave. During this time, unfavourable treatment because you are pregnant or on maternity leave is unlawful.

Selecting an employee for redundancy because of her pregnancy, maternity leave or a related reason is automatically unfair dismissal as well as constituting unlawful discrimination.

If you are on maternity leave you must be included in any consultation arrangements regarding possible redundancies. A failure to consult is likely to amount to unlawful discrimination.

If you are under notice of redundancy while on maternity leave you must be offered any available suitable alternative vacancy. There is no requirement for you to apply for the vacancy. A suitable alternative vacancy will need to be no worse than your previous job with regard to location, terms, conditions and status and that you have the capacity for the work.

## **I. Further Guidance on the Managing Change Process**

**The Managing Change – Restructures & Redundancies – Guidance for Managers** document (which is available on KNet) provides further information on:

- planning for change
- notification requirements – Department for Business, Innovation & Skills
- consultation (including statutory requirements)
- voluntary redundancies/early retirement
- redundancy selection criteria – compulsory selection for redundancy redeployment.

### Loss of Earnings Compensation Scheme Principles'

The principles of this scheme are recommended for adoption in schools.

Employees on Kent Scheme Terms and Conditions who are redeployed to a lower graded post for reason of redundancy or disability will be eligible for the loss of earnings compensation scheme.

Redundancy redeployment is defined as an employee whose post has been confirmed as redundant following a redundancy consultation, employees who are on notice of redundancy and have redeployee status, and fixed term contracts that are ending due to redundancy.

Disability redeployment is defined as an employee who, due to a disability, is no longer able to perform their current post despite reasonable adjustments. It is the expectation that all reasonable adjustments have been exhausted and Occupational Health advice confirms the requirement for medical redeployment. In these circumstances the employee will have redeployee status.

Loss of Earnings Compensation does not apply to other employees unless there are exceptional circumstances and it is approved by the Director of HR & OD.

#### **Loss of Earnings Compensation Scheme Principles:**

1. Redeployment to a post on the same grade will be at the employee's existing salary.
2. Eligible employees who are redeployed to a post at a lower grade will be appointed to the top of the lower grade.
3. The cost of Loss of Earnings Compensation will be borne by the relinquishing manager.
4. Loss of Earnings Compensation is the difference between the employee's annual salary prior to their redeployment and the top of the grade of their new substantive post. The Loss of Earnings Compensation is made on the following basis:
  - Loss of Earnings Compensation does not include overtime payments, sleeping-in duty payments, payments for working unsocial hours, or market premiums as applicable to the original post and any other benefits or payments that are specifically attached to the original post or grade.
  - Payment is in 18 monthly instalments.
  - Loss of earnings compensation will apply to a maximum of 2 grades.

E.g. employee is redeployed from a KR10 to KR7 post. The employee's Loss of Earnings Compensation will be the difference between the top of KR9 (i.e. two grades above the employee's new substantive grade) and the top of KR7.

- If the employee is recruited or redeployed to a new post during the loss of earnings compensation period, Loss of Earnings Compensation will cease.
- Loss of Earnings Compensation does not extend to annual leave entitlements and notice periods.

NB: The protection of other non-financial contractual elements such as leave entitlement can, in exceptional cases, be agreed by the relevant Corporate Director.

- Loss of Earnings Compensation payments should be included in any future redundancy payment.
- Loss of Earnings Compensation is non-pensionable pay.
- Employees in receipt of Loss of Earnings Compensation do not receive KCC's annual pay award on their 'actual' pay until the protection has ceased. The level of Loss of Earnings Compensation received each year will be reduced to reflect pay progression and annual pay awards.
- Employees in receipt of Loss of Earnings Compensation will be subject to a performance assessment in the normal way.

## Appendix 2

### Ready Reckoner for Calculating the Number of Weeks Redundancy Pay Due (with effect from

#### 1.10.06) Continuous service calculator

Age (yrs)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
18* [1]	1																		
19	1	1½																	
20	1	1½	2																
21	1	1½	2	2½															
22	1	1½	2	2½	3														
23	1½	2	2½	3	3½	4													
24	2	2½	3	3½	4	4½	5												
25	2	3	3½	4	4½	5	5½	6											
26	2	3	4	4½	5	5½	6	6½	7										
27	2	3	4	5	5½	6	6½	7	7½	8									
28	2	3	4	5	6	6½	7	7½	8	8½	9								
29	2	3	4	5	6	7	7½	8	8½	9	9½	10							
30	2	3	4	5	6	7	8	8½	9	9½	10	10½	11						
31	2	3	4	5	6	7	8	9	9½	10	10½	11	11½	12					
32	2	3	4	5	6	7	8	9	10	10½	11	11½	12	12½	13				
33	2	3	4	5	6	7	8	9	10	11	11½	12	12½	13	13½	14			
34	2	3	4	5	6	7	8	9	10	11	12	12½	13	13½	14	14½	15		
35	2	3	4	5	6	7	8	9	10	11	12	13	13½	14	14½	15	15½	16	
36	2	3	4	5	6	7	8	9	10	11	12	13	14	14½	15	15½	16	16½	17
37	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15½	16	16½	17	17½
38	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16½	17	17½	18
39	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17½	18	18½
40	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18½	19
41	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19½
42	2½	3½	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½
43	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
44	3	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½
45	3	4½	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
46	3	4½	6	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½
47	3	4½	6	7½	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
48	3	4½	6	7½	9	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½
49	3	4½	6	7½	9	10½	12	13	14	15	16	17	18	19	20	21	22	23	24
50	3	4½	6	7½	9	10½	12	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	24½
51	3	4½	6	7½	9	10½	12	13½	15	16	17	18	19	20	21	22	23	24	25
52	3	4½	6	7½	9	10½	12	13½	15	16½	17½	18½	19½	20½	21½	22½	23½	24½	25½
53	3	4½	6	7½	9	10½	12	13½	15	16½	18	19	20	21	22	23	24	25	26
54	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	20½	21½	22½	23½	24½	25½	26½
55	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22	23	24	25	26	27
56	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	23½	24½	25½	26½	27½
57	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25	26	27	28
58	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	26½	27½	28½
59	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28	29
60	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	29½
61* [2]	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	30

18\*[1] It is possible that an individual could start to build up continuous service before age 16, but this is likely to be rare, and therefore the table starts from age 18.

61\*[2] The same figures should be used when calculating the redundancy payment for a person aged 61 and above.

## J. Sickness Provisions

This section sets out the legal and contractual provisions which will apply when you are absent from work due to sickness.

### 1. General Standards

You must follow the following reporting guidance and keep in contact whilst you are off sick in order to receive sick pay.

### 2. Sick Pay Entitlement

#### A. Contractual Sick Pay

Entitlement to contractual sick pay is based on your length of service: -

Sick Pay Entitlement	Service Required
1 month full pay	Up to 4 months' service
1 month full pay + 2 months $\frac{1}{2}$ pay	During year 1 (after 4 months' service)
2 months full pay + 2 months $\frac{1}{2}$ pay	During year 2
4 months full pay + 4 months $\frac{1}{2}$ pay	During year 3
5 months full pay + 5 months $\frac{1}{2}$ pay	During year 4 & 5
6 months full pay + 6 months $\frac{1}{2}$ pay	After year 5

#### Temporary Staff

If you are employed on a temporary basis of 4 months or less you are only entitled to statutory sick pay or incapacity benefit depending on your earnings.

If you are a temporary member of staff and have been employed for a continuous period of more than 4 months you will be entitled to KCC's contractual sick pay benefits detailed above (depending on the length of your contract).

#### Extending Contractual Sick Pay

Your sick pay may only be extended in exceptional circumstances. There are no common criteria for considering requests, as it is dependent on your individual circumstances. However, examples include extending pay when an individual has a life-threatening or terminal illness or where there is a clearly, defined return to work date specified by Occupational Health. More details on who can authorise extending sick pay can be found on KNet –see the **Management Authorisation Level** document.



## Calculation of Contractual Sick Pay Entitlement

Your continuous service is taken into account to determine the period of sickness entitlement you will receive (as set out in the table above). Your entitlement will be based on your length of service at the point that your period of sickness commences. For more information on previous local government or related service see Chapter C.

Your sick pay is calculated on a rolling year, therefore the combined amount of paid sick leave you have taken in the previous 12 months is calculated on the first day of your new absence and deducted from your allowance.

State benefits payable by the Department of Social Security (DSS) in accordance with Social Security Acts and Regulations are offset against your contractual sick pay. You have an obligation to declare your entitlement to any of these benefits and any subsequent alteration to the circumstance the entitlement is based on.

Your sick pay continues to be paid for public holidays unless the allowance is exhausted. In this instance, no payment will be made other than Statutory Sick Pay (SSP) if applicable, unless a period of annual leave has been agreed which covers the public holiday.

In determining your normal pay during sick leave, KCC will include:

- Regular overtime payments made to you where your terms of employment provide that you must, each month, work hours in excess of your usual hours (and for which overtime payment is made as a regular addition to salary) and
- Regular payments e.g. acting-up payments, standby duty • Any enhancements which have formally been agreed via a business case for 'out of hours' working will not be paid during periods of sick leave.

## Accrual of Annual Leave Entitlement

Your annual leave accrues during sick leave and you may request to take leave during a period of sickness absence. For more information see **Sickness Absence – Employee Guidance/FAQs** on KNet.

## B. Statutory Sick Pay (SSP)

KCC is responsible for paying SSP to you for up to 28 weeks sickness absence, after which period you must claim sickness benefit from the DSS. Payment of SSP is included with your salary and subject to PAYE income tax, National Insurance and pension contributions.

### Conditions of SSP

SSP is paid where you have taken 4 days of sickness in a row (including Saturdays, Sundays, public holidays and rest days). If you have taken less than 4 days sick leave you will not be entitled to SSP.

SSP is payable for qualifying days and for KCC there are 7 qualifying days in a week. This applies to you whether you are full-time or part-time, so you may receive SSP for days when you would not have been required to work.

### **Payment of SSP**

Your payslip will detail SSP paid and if you are entitled to contractual sick pay SSP will be offset against this. Where your entitlement to contractual sick pay has reduced to half pay you will receive SSP in addition, providing this does not exceed full pay.

### **Non-Payment of SSP**

You are not entitled to SSP in the following circumstances:

- if your average weekly earnings over the previous 8 weeks are below the lower weekly earnings limit for National Insurance Contributions
- if you are off sick within 8 weeks or less of a previous SSP claim (or certain other benefits)
- if you have already had 28 weeks SSP in one spell of sickness, or in linked spells, or from a previous employer
- if you are on maternity leave or entitled to receive maternity related payments on the first day of sickness
- if you are in legal custody
- if you are on strike on the first day of absence.

If you are not entitled to SSP HR Connect will send you the appropriate forms and it is then your responsibility to pursue any further claim for benefit with the DSS. If you receive further benefits you must give HR Connect evidence of this in order for your pay to be adjusted accordingly.

## **C. Grant of Sick Pay to Victims of Crimes of Violence**

If you are absent from work due to an injury sustained through violent crime, Occupational

Sick Pay and/or SSP will be paid regardless of whether a claim has been made to the Criminal Injuries Compensation Board. Where an award is made to you, you are not required to refund any proportion to KCC.

However, where an award has been made by the Compensation Board, KCC can discount any sick leave you have taken as a result of the injury when calculating the sick pay entitlement.

## **D Infectious Diseases**

An Employee who, under medical advice, is prevented from attending the workplace because of contact with an infectious disease will be entitled to receive normal pay. Any period of absence will not be counted against the sick leave entitlement. Any absence for this reason will be managed and recorded locally with the absence being covered by special leave.

In the event, that the individual falls ill because of the infectious disease then they would be entitled to sick pay and the absence will be counted against the sick leave entitlement.

During a pandemic, the council will follow National Public Health advice.

### 3. Absence and Accidents

#### A. Contractual Sick Pay

Contractual sick pay allowance is not payable to you if you are absent from work as a result of sickness or injury sustained either:

- through active pursuit of sport as a profession, or
- if you have intentionally placed yourself at risk.

#### B. Absence Related to a Work Injury

You will receive normal sick pay if you injure yourself whilst at work, but this needs to be recorded separately from your normal ill health absence. July 2015

Further information related to the above can be found within the **Positive Attendance Management Guidance** on KNet.

#### C. Third Party Accidents

If you have had an accident which has caused you to report in sick you are not entitled to receive sick pay if damages are potentially recoverable from a third party. You will be given the opportunity to apply for an advance in lieu of sick pay that will need to be repaid to KCC when damages are received.

Where a refund of the advance is made in full to you, the period of absence will not be recorded. Where the refund is partially made, KCC may at its discretion decide what (if any) period of absence should be recorded.

Recovery of damages must be dealt with in this way to enable you to claim the loan as part of any damages, as they must be repaid to KCC. If you received sick pay equivalent to wages you were paid you would be unable to include loss of wages in a third party claim. Your line manager can authorise an advance in lieu of sick pay.

### 4. Reporting Your Sickness

#### A. Sickness Notification

It is your responsibility to notify your manager of your sickness absence from day one of absence. You are also responsible for reporting the first 7 days of your absence via

Oracle self-service or a hard copy self-certificate form if you do not have access to self-service.

### **Statement of Fitness for Work (Fit Notes) formerly Medical Certificates**

A Fit Note is required if your period of absence lasts 8 days or more, inclusive of rest days and public holidays. Subsequent notes must be submitted to cover absence if it extends beyond the period of the initial certificate.

Exceptionally, KCC may request Fit Notes to cover any period of absence (KCC will meet any costs incurred) and can request that you attend an Occupational Health Assessment.

Fit Notes must be signed by a qualified medical practitioner.

### **B. Withdrawal of Sick Pay**

Where you do not observe the conditions of the sick pay scheme or you are guilty of conduct prejudicial to recovery, including during any period of annual leave taken whilst you are sick, disciplinary action may be taken and sick pay withdrawn.

### **C. Dental, Fertility Pre-treatment Investigations and Medical Appointments**

If you are attending a dental, fertility pre-treatment investigation, or medical appointment this will not normally be recorded as sick leave, but you will need to get agreement to attend from your line manager beforehand.

### **D. Elective Procedures**

Your sick leave cannot be used for elective surgery. Where you require time off this should be unpaid, unless you choose to use your annual leave or have agreed flexible working with your line manager to cover this. In the case of sickness following treatment the normal sick leave provisions will apply.

### **E. Short Term, Frequent Absence**

If you have been absent for 3 periods or more in a six-month period a formal meeting may be arranged to discuss the matter in more detail.

Your manager may refer you to Occupational Health to establish if there is an underlying health reason for your periods of absence. If no underlying health condition exists you may be issued with a managerial warning.

### **F. Long Term Sickness**

If you are absent from work for a continuous period of 4 weeks this is regarded as being long term and will normally result in a referral to Occupational Health to seek further advice

For further information on short term, frequent absence management or long-term sickness management see the **Positive Attendance Management Guidance** and the **Performance & Capability Procedure** on KNet.

### G. Ill Health & Disability

If you are disabled as defined by the Equality Act 2010, KCC has a legal obligation to consider any reasonable adjustments to enable you to continue working. For further information, see **Reasonable Adjustments – A Guide for Line Managers and Working with Disabled Colleagues – A Guide for Line Managers** on KNet.

One such adjustment could be considering redeployment to a suitable alternative post via KCC's redeployment process. If you are redeployed to a lower graded post, salary protection (or loss of earnings compensation) would apply. For further information on **Loss of Earnings see Section I – Redundancy (Appendix 1)** of this document or the **Salary Protection Guidance Note (Loss of Earnings)** on KNet.

### H. Ill Health - Drugs & Alcohol

Absence relating to drugs or alcohol dependency is normally treated by KCC as an Ill health issue in the first instance, but misconduct, gross misconduct or gross incompetence resulting from the use or abuse of alcohol or drugs will be investigated under KCC's Disciplinary Procedure. For further information, see the **Performance & Capability Procedure and Drug & Alcohol Policy** on KNet.

### I. Returning To Work

Upon returning to work you must meet with your line manager for a return to work meeting to discuss any problems or issues and your line manager will review your absence record, as necessary.

### J. Fertility Treatment

Your sick leave cannot be used for fertility treatment. Whenever possible, treatment should be arranged outside of working hours. Where you are required to take time off to attend treatment this may be either in line with the Personal Leave entitlements, or unpaid, unless you choose to use your annual leave or have agreed flexible working with your line manager to cover this. In the case of sickness following treatment the normal sick leave provisions will apply.

Further information can be found within the **Positive Attendance Management Guidance** on KNet.

Further information and guidance on sickness absence can be found on KNet:

- Performance & Capability Policy
- Performance & Capability Procedure
- Attendance Management Policy
- Positive Attendance Management Guidance

- Managing Attendance Flowchart
- Sickness Absence – Employee FAQ's
- Managing Attendance (sickness absence) – Manager FAQs
- Supporting Staff & Managers – A Case Management Approach
- Making A Referral to Occupational Health - Guidance for Managers
- Reasonable Adjustments – A Guide for Line Managers
- Working with Disabled Colleagues – A Guide for Line Managers
- Occupational Health Case Management Procedure.
- Salary Protection Guidance Notes (Loss of Earnings)

## K. Conduct & Performance

This section outlines KCC's policies on Discipline and Performance & Capability. See the **Disciplinary Procedure and Performance & Capability Procedure on KNet** for further guidance on how these processes work in practice.

### 1. General Standards

The Disciplinary Policy applies to matters relating to conduct and behaviour.

The Performance & Capability Policy applies to matters relating to poor performance, ill health or disability.

The intention of both policies is to support individuals to improve their conduct/behaviour, performance or attendance to a satisfactory standard wherever possible.

### 2. Disciplinary Policy

#### A. Purpose

You and your manager have shared responsibility for maintaining acceptable standards of behaviour and conduct at work.

The Disciplinary Policy and Procedure provide a fair and structured means of addressing issues relating to behaviour and conduct at work.

The intention of the policy is to enable the identification of conduct or behaviours that are an issue and to enable these to be improved to a satisfactory standard.

The policy and procedure are reviewed on a regular basis and any changes are made in agreement with our recognised trade unions.

## **B. Aims**

Through the Disciplinary Policy we aims to:

- ensure consistency and fairness of treatment
- assist you to achieve and maintain required standards of behaviour and conduct
- enable issues to be managed via a swift and effective process
- manage individual issues confidentially, whilst ensuring that there is a transparent process.

## **C. Employees' Entitlements**

Under the Disciplinary Policy, you are entitled to:

- have the opportunity to give your version of events
- be told if your behaviour or conduct is unsatisfactory
- be accompanied at formal meetings/hearings by a workplace colleague or trade union representative to be dismissed for the first incident of misconduct except in cases of gross misconduct
- challenge any formal disciplinary sanction by appeal.

Under this policy, we expect you to:

- to ensure you maintain appropriate standards of conduct at all times and support the management of such standards
- to co-operate with any action taken in accordance with this policy.

## **D. KCC's Standards**

- managers may give a management warning as part of day to day line management without recourse to formal disciplinary action
- for lower level misconduct (i.e. issues which could result in a first or second level warning) HR advice and guidance is available to management regarding the application of the disciplinary process
- for cases involving allegations which relate to more serious acts of misconduct (i.e. where the potential disciplinary sanction, if the allegations are substantiated, could be a final warning or above) HR advice should be sought throughout the disciplinary process
- an appropriate investigation and hearing are required before a formal disciplinary sanction can be issued\*

\* Except in circumstances where, having been provided with a copy of the investigation report, you fully accept the disciplinary case against you and do not wish to contest it at a hearing. You will still retain the right of appeal against the sanction issued

- the decision on whether to proceed with a disciplinary hearing will be taken in consultation with HR and HR will be present at hearing

- the same conduct standards apply to all employees including trade union representatives. Any proposed action against a trade union representative should be raised and discussed in advance with a more senior representative or full time official of the relevant trade union.

## **E. Partnership Working**

It could be the case that a behaviour or conduct issue impacts on more than one employer. Every effort will be made to agree an approach that reflects best practice across the agencies concerned.

Managers from partner organisations will be expected to implement KCC policies and procedures where they are managing KCC employees with support from KCC management or HR.

## **F. Minor Misconduct**

Minor breaches of discipline or misconduct, such as poor time-keeping, may initially result in an informal discussion with your immediate manager. This may result in a managerial warning being issued. Although a managerial warning does not form part of the formal disciplinary procedure, it will be recorded locally by your manager, for example: within your supervision notes. There is no right to be accompanied at such a meeting and no right of appeal against a managerial warning.

It is expected that in most cases an informal discussion will resolve most difficulties. Where you commit a more serious act of misconduct or fails to improve your conduct or behaviour and/or maintain that improvement, the formal steps detailed in KCC's Disciplinary Procedure may be taken.

## **G. Misconduct**

What constitutes misconduct will depend on the context. However, some examples of misconduct that may lead to action under KCC's Disciplinary Procedure include, but are not limited to:

- breach of KCC's rules, policies and procedures, including The Kent Code
- breach of Health & Safety rules and obligations
- breach of Data Protection rules and obligations
- refusal or deliberate failure to follow a reasonable management instruction
- unauthorised absence from work
- poor time keeping
- use of abusive language or behaviour
- intentional misrepresentation or inaccuracy, written or verbal, in the course of KCC's business
- failure to maintain up to date professional registration (where required)



- acts of harassment or bullying
- smoking in non-designated areas of KCC's premises as defined in KCC's Smoking and E-Cigarette Policy
- contravention of KCC's ICT Acceptable Use Policy.

## H. Gross Misconduct

Gross misconduct is where the behaviour/conduct is so serious in itself or has such serious consequences that it is fundamental to the contractual relationship between the employee and KCC and therefore may lead to dismissal without notice for a first offence.

Examples of actions that are likely to be treated as gross misconduct include but are not limited to:

- theft
- corrupt practices, fraud or deliberate falsification of records, expense claims, accounts, reports, etc.
- offering or accepting bribes in an attempt to influence the behaviour of third parties
- repeated and/or serious failure to follow KCC's rules, policies, procedures, including The Kent Code
- serious and intentional breach of KCC's statutory provisions
- serious breach of Health & Safety rules and obligations
- serious breach of Data Protection rules and obligations
- serious and unlawful breach of confidence, with the exception of those covered by the Public Information Disclosure Act
- serious or persistent acts of bullying or harassment
- failure to act to prevent, or to incite any form of discrimination
- submission of false references, false information or failure to disclose relevant information in recruitment process that KCC should and could have been made aware of
- disorderly or indecent conduct, fighting at work or threatening physical violence
- working whilst under the influence of illegal drugs or alcohol
- deliberate damage to KCC property, that of other agencies or other employees
- serious misuse of KCC's Electronic Communications systems

## I. Suspensions

It may be necessary for you to be suspended from duty for the duration of the investigation. Suspension is not a disciplinary sanction in itself; its purpose is to remove you from the workplace whilst the investigation is undertaken. Further information is available within KCC's Disciplinary Procedure.

## J. Disciplinary Hearing

All disciplinary hearings are conducted under the **Hearings Procedure**, which can be found on KNet.

## K. Disciplinary Hearing Outcomes

### No case to answer/management action

If the finding of the hearing is that there is no case to answer, this will be the end of the matter and confirmed in writing to you. There may, however, be recommendations for some management action, e.g. additional training, more frequent supervision or alternative support etc. Again, in this instance, the details will be confirmed in writing. Records will be retained in line with KCC's retention of records schedule.

Sanction	Timescale remains in force	Issued by	Right to Appeal
First Level Warning	6 months	Line Manager or more senior manager	Next level of management
Second Level Warning	12 months	Line Manager or more senior manager	Next level of management
Final Warning	18 months	Issued by a senior manager delegated by a Corporate Director*	Corporate Director or Chief Executive if issued by Corporate Director
Transfer and/or Downgrading	Remains in force on an ongoing basis	Issued by a senior manager delegated by a Corporate Director*	Appeals should be addressed to the Director of HR & OD. Appeals are heard by Senior Officer Appeals Panel
Dismissal or Summary Dismissal	Dismissal is with notice, summary dismissal without notice	Issued by a senior manager delegated by a Corporate Director*	Appeals should be addressed to the Director HR & OD. Appeals are heard by Senior Officer Appeals Panel

\* or by the Corporate Director themselves

## L. Appealing against sanctions

All employees have a right to appeal against warnings, transfer, downgrading and dismissal (including summary dismissal). An appeal hearing is not intended to repeat the detailed investigation of the previous hearing, but to focus on specific factors which the employee feels have received insufficient consideration, such as:

- an inconsistent, inappropriate or excessively harsh penalty
- extenuating circumstances
- bias of the manager who made the decision

- unfairness in the conduct of the hearing
- procedural failing in the investigation or conduct of the hearing  
new evidence subsequently coming to light.

## M. Registering an appeal

Appeals must be made in writing, by the employee or their representative, within 10 working days of receipt of confirmation of the warning or dismissal. This must include the reasons for the appeal.

Please see the **Hearings Procedure** on KNet for further information about appeal hearings.

## N. Other Procedures

- Certain acts of misconduct or allegations may lead to an employee being investigated under a different procedure such as Child Protection, Adult Protection or a criminal investigation. In these circumstances an investigation under the Disciplinary Procedure may take place simultaneously, unless KCC is otherwise instructed by other agencies.
- Any disciplinary hearing held will be independent of the timing or outcome of other procedures.
- KCC may still take disciplinary action where the Police do not pursue the matter further following the conclusion of their investigation or where a case is not proved in court. Disciplinary action may be taken relating to criminal charges whether the employee committed a criminal act on or off duty. The decision to pursue a case will not be determined automatically by the outcome of the Police investigation or the timing or judgement of a court. A senior manager delegated by a Corporate Director\*, in consultation with HR, will determine whether the matter should be considered under KCC's Disciplinary Procedure, and notify the Head of Internal Audit as necessary.
- In cases of potential theft, fraud, corruption or other financial irregularity a senior manager delegated by a Corporate Director\*, must inform the Head of Internal Audit of the allegations. In accordance with the Anti-Fraud and Corruption Strategy the Head of Internal Audit will decide on the appropriate course of action ensuring that any subsequent investigation is undertaken by appropriately qualified staff, is compliant with KCC policy and relevant investigation legislation, and does not jeopardise any subsequent disciplinary, civil or criminal action.

\* or by the Corporate Director themselves

- In such cases described above in paragraph (d), an investigation may be conducted by a member of the Internal Audit team - this process may also include investigation into potential criminal activity in parallel with KCC's internal Disciplinary Procedure. In such cases, interviews may be conducted under caution and the Internal Audit findings may form the basis of the management case presented at a disciplinary hearing. Any decision made will be in line with KCC's Disciplinary Policy.

## **O. Retention of Records**

Warnings that are issued will be placed on the individual's personal file but will be disregarded for disciplinary purposes after the stated period of the warning – providing the individual's conduct improves. Details of the warning may be included in a reference to a potential employer if it is still live when the information is sought. Employees will have access to this record

In the event of further conduct issues arising, lapsed warnings may be referred to should it be necessary to counter an employee's claim that they were unaware of the standards required.

## **3. Performance & Capability Policy**

### **A. Purpose**

KCC recognises the shared responsibility between managers and staff for maintaining acceptable standards of performance and attendance at work.

This policy and the Performance and Capability Procedure provides a fair and structured framework for addressing issues relating to performance at work and capability due to health issues which impact on attendance at work. The aim of the Performance & Capability policy is to enable performance and health issues to be identified and to support you to improve those and/or improve or maintain your attendance to a satisfactory level. You may want to read this in conjunction with Chapter J on Sickness Provision.

The Performance and Capability Procedure will not apply to you if you are within your probation period.

### **B. Aims**

- Ensure consistency and fairness of treatment
- Assist employees to improve, achieve and maintain required standards of performance or capability
- Identify appropriate support for employees to improve performance and attendance
- Ensure service delivery is supported and maintained through high performance and minimal absence
- Enable issues to be managed via a swift and effective process
- Manage individual issues confidentially, whilst ensuring that there is a transparent process.

### **C. Employee Entitlements**

Under the Performance & Capability Policy, KCC you are entitled to be:

- Informed of the required standards of performance and attendance
- Made aware if your performance or attendance at work is unsatisfactory
- Given time to improve where appropriate

- Accompanied at all formal meetings by a KCC workplace colleague or trade union representative
- Given the right of appeal against warnings or other formal management action.

#### **D. KCC Standards**

- HR advice should be sought by managers in advance of any formal action being taken
- The same attendance and performance standards are applied to all employees including trade union representatives. Any proposed action against a trade union representative should be discussed in advance, with a more senior representative or full time official of the relevant trade union. Reasonable adjustments will be made to assist employees considered disabled under the definition set out within equalities legislation.

#### **E. Partnership Working**

It could be the case that a performance, capability or attendance issue impacts on more than one employer. Every effort will be made to agree an approach that reflects best practice across the agencies concerned.

Managers from partner organisations will be expected to implement KCC policies and procedures where they are managing KCC employees with support from KCC management or KCC HR.

#### **F. Performance & Capability Process**

For information on how Performance & Capability issues are managed, please see the **Performance & Capability Procedure** on KNet.

#### **G. Retention of Records (Lapsed Warnings)**

1. Warnings that have been issued as part of the Performance & Capability Procedure are held on an individual's personal file for as long as the warning is valid. Details of the warning may be included in a reference to a potential employer if it is still live when the information is sought. Employees will have access to this record.
2. At the expiry of the warning period, unless the Performance & Capability Procedure has been re-invoked within this period, all relevant documentation will be removed from the employee's personal file.
3. Previous warnings will be disregarded in the future application of the Performance & Capability Procedure but may be referred to should a related conduct issue arise, to counter an employee's claim that they were unaware of the standards required.

## 4. Related policies/procedures

The following policies and procedures outline expected conduct and behaviour and can be found on KNet:

- The Kent Code
- ICT Acceptable Use Policy
- ICT User - Standards
- Information Security Policy
- Information Security Incident Protocol

## L. Leaving the Organisation

This chapter covers the areas that might apply to you when you leave KCC. The information within the Retirement section covers those who are members of the Local Government Pension Scheme. Rules for those in the Teachers' Pension Scheme will differ and you should contact the Teachers' Pension Scheme ([www.teacherspensions.co.uk](http://www.teacherspensions.co.uk)) for further information.

Please refer to KNet – 'Moving on' for further guidance on leaving KCC if you are an employee.

Please refer to KNet – 'Ending employment using Manager Self Service: Employment Termination' if you are a manager and you require further guidance because a member of your team is leaving the organisation.

For further information on the Local Government Pension Scheme, please see the Your Pension screen of KNet and the Local Government Pension Scheme website.

## 1. General Standards

You must give contractual notice of your intention to resign (see table below). Where KCC gives you notice either statutory or contractual notice will apply, whichever is the longer.

## 2. Providing Notice of Resignation

### A. Notice Periods

You should give written contractual notice to your line manager of your intention to leave, which must include your last day of employment with KCC, as agreed with your line manager.

Kent Scheme notice periods:

Grade KSF and below	1 Month
Grade KSG	2 Months
Grade KSH and above	3 Months

Where pay points cover two grade bands (e.g. career grades, linked grades) the notice period that applies will relate to the lower grade on the overlap pay points.

Notice periods for the following NJC grades:

Up to Scale 6 and equivalent	1 Month
Senior Officer grades and equivalent	2 Months
Principle Officer grades and equivalent	3 Months

Shorter notice can be mutually agreed with your line manager provided there is no disruption to the delivery of services.

### 3. KCC Serving you Notice

Statutory notice will be given where it exceeds KCC's own contractual notice (unless you are dismissed for gross misconduct under the disciplinary procedure, where no notice is given). Statutory notice requirements are as follows:-

<b>Length of Continuous Service</b>	<b>Notice Period</b>
1 Month but less than 2 years	1 Week
2 Years but less than 12 years	1 Week for each year of continuous employment
12 years of more	Not less than 12 weeks

## 4. Retirement

### A. Retirement Age

KCC does not have a mandatory retirement age for employees. If you are a member of the Local Government Pension Scheme (LGPS) you will be immediately entitled to pension benefits when you reach state pension age provided you have left your employment. A summary of benefits is shown in [appendix 1](#).

Further details can be found at [www.kentpensionfund.co.uk](http://www.kentpensionfund.co.uk)

## B. Voluntary Early Retirement

If you have two years or more pensionable service in the LGPS (please note this may include previous service that has been transferred) and you are aged 55+ then you can take early voluntary retirement. Early voluntary retirement enables you to leave and access your pension benefits although these may be reduced to reflect the fact you are accessing them early. Further details are available in the **Retirement for LGPS Members – Guidance for Staff** on KNet.

## C. Flexible Retirement

If you have two years or more pensionable service in the LGPS (please note this may include previous service that has been transferred) and you are over aged 55+, then you can request Flexible Retirement. Flexible retirement gives you the opportunity to access your pension whilst still working, but you must reduce your hours or grade. As you are accessing your pension early your benefits may be subject to a reduction. Further details are available in the **Retirement for LGPS Members – Guidance for staff** on KNet.

## D. Early Retirement – medical grounds

If you have two years or more pensionable service in the LGPS (please note this may include previous service that has been transferred), you may retire early as a result of being permanently unfit to carry out your job and you meet the criteria for ill health retirement (as certified by Occupational Health) you will be entitled to receive immediate payment of pension benefits.

## E. Early Retirement – redundancy grounds

If you have two years or more pensionable service in the LGPS (please note this may include previous service that has been transferred), you are aged 55+ and the statutory definition of redundancy has been met you must take immediate payment of your unreduced pension benefits. Further guidance regarding redundancy criteria can be found in chapter I of the Blue Book.

# 5. Death in Service Provisions

## A. Outstanding Payments

In the event of a death in service, Managers should inform HR Connect. All salary payments are normally paid to the next of kin (usually the widow, widower, civil partner or co-habiting partner). A delay may occur if it is not clear who the next of kin may be so please ensure you keep your information up to date with HR Connect/Oracle Self Service.



## **B. Death Grant and Pension Payments**

In the event of a death in service of a member of the Local Government Pension Scheme Managers should contact HR Connect, who will liaise with the Pensions Team, where cases are reviewed on an individual basis. Regardless of the total period of scheme membership, a lump sum death grant would be payable and although this is paid at the discretion of the Pension Fund it helps if a scheme member has expressed their wish with regard to this payment by completing a Expression of Wish for Payment of Death Grant form, available at [www.kentpensionfund.co.uk](http://www.kentpensionfund.co.uk).

Pension payments may also be made to your spouse, registered civil partner or qualifying co-habiting partner. There is also provision for pensions to be paid to eligible children.

## Summary of Pension Benefits

Grounds	Qualifying Condition	Benefits (subject to qualifying conditions)	Funding
Normal Retirement (i.e. reached normal pension age)	Less than 2 years pensionable service  More than 2 years pensionable service	Refund of pension contributions  Immediate unreduced pension benefits	LGPS
Voluntary Retirement (i.e. age 55+)	Less than 2 years pensionable service  More than 2 years pensionable service	Refund of pension contributions  Immediate pension benefits – actuarially reduced (see 85 year rule below)	LGPS
Retirement due to Ill Health (any age)	Less than 2 years pensionable service  More than 2 years pensionable service	Refund of pension contributions  Immediate unreduced pension benefits	LGPS
Retirement due to Redundancy (i.e. age 55+)	Less than 2 years pensionable service  More than 2 years pensionable service	Refund of pension contributions  Immediate unreduced pension benefits	Directorate

### 85 Year Rule:

From October 2006 the '85-year rule' no longer applies. Members of the Local Government Pension Scheme on 30 September 2006 are covered by transitional protection.