

(This report is not a key decision. This report has been subject to appropriate notice of publication under the Council's Access to Information Rules)

**WEST SUFFOLK**  
**JOINT STAFF**  
**CONSULTATIVE**  
**PANEL**

**16 JANUARY 2014**

**JSP14/006**

**Report of the Cabinet Members for Resources, Governance and Performance (FHDC) and for Resources and Performance (SEBC)**

**NEW JOINT (WEST SUFFOLK) HUMAN RESOURCES POLICIES: TRAVEL POLICY AND PROCEDURE; MATERNITY AND PATERNITY LEAVE AND PAY POLICY AND PROCEDURE; ORGANISATIONAL CHANGE AND REDUNDANCY POLICY AND PROCEDURE;** (Decision Plan Reference: Feb14/15)

**1. Summary and reasons for recommendation(s)**

- 1.1 The Human Resources Service is currently working through the HR Policies that are in place at each Council, in order to produce and agree new joint policies for West Suffolk. This report proposes three new joint policies.
- 1.2 The new joint policies proposed are: the Travel Policy, the Organisation Change and Redundancy Policy, and the Maternity and Paternity Leave and Pay Policy.
- 1.3 All have been reviewed in accordance with current employment legislation and associated ACAS Codes of Practice.
- 1.4 Existing policies and procedures, in place at Forest Heath and St Edmundsbury, have been reviewed and changes made to ensure that managers have sound and effective single policies for dealing with these situations and their single staff structures.
- 1.5 The Joint Leadership Team, Unison and the Portfolio Holders have been consulted on this policy.
- 1.6 The proposed changes in these papers are designed to reduce the pay bill or increase productivity; whilst maintaining fair and attractive terms for our employees.

## 2. Recommendation(s)

2.1 That the West Suffolk Joint Staff Consultative Panel to recommend to both full Councils, that the attached Policies are adopted by both Forest Heath District Council and St Edmundsbury Borough Council, specifically the:

- Travel Policy,
- Organisation Change and Redundancy Policy; and the
- Maternity and Paternity Policy.

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### Corporate priorities/Strategic Priorities

3.1 The recommendations meet the Councils' priorities to work together to be efficient councils in the effective management of human resources.

## 4. Key issues

4.1 The two councils have a Joint Leadership Team, a single pay and reward strategy, and are bringing together a shared workforce. HR Policies and procedures underpin the terms and conditions of employment, and are tools for both managers and employees to utilise to deal with matters when they arise.

4.2 It is important for everyone to have absolute clarity, fairness and consistency in regard to dealing with the situations covered by these policies. The adoption of these joint and up-to-date policies will be supported by information sharing and training for managers, as appropriate.

4.3 The policies have been changed in a number of respects to ensure that the councils have a modern and effective approach. A number of national 'green book' conditions have been reviewed with the outcome being the adoption of policies that are appropriate, effective and fair for our employees, whilst reducing the costs of implementation.

#### 4.4 Travel Policy:

- Clarifies the arrangements for the payment of excess and business mileage.
- Reduces the 4 year Disturbance allowance to 2 years; removes the time allowance (based previously on national 'green book' and 'purple book')
- Proposes locally agreed subsistence and removes some aspects (some green book allowances completely removed e.g. drinks, afternoon tea, set rates that are increased through national agreement, hotel allowances)
- Confirms the Dual base, the 'shorter journey from home' principle and retained base for existing employees as at 2013 contract.

#### 4.5 Organisation Change and Redundancy Policy:

- Based on learning from 2013 restructuring process
- Removes much detail to enable less rigid approach (detail now in a frequently asked questions format to give further guidance)
- Updated with regard to pensions and statutory changes to consultation requirements
- Seeking new collective agreement on the current redundancy multiplier consistent with all other Suffolk Councils (whilst enabling a fair compensation and exit package that reduces risk of challenge to the Councils).

#### 4.6. Maternity and Paternity Policy:

- Updated in accordance with statutory changes
- Removes Maternity Support Leave (previously 'green book')
- Reduces payment calculation for KIT days (keeping in touch)
- Clarifies arrangements for bank holidays and childcare vouchers

### 5. Other options considered

5.1 To retain existing, different policies that need reviewing is not an effective option.

### 6. Community impact

6.1 **Crime and disorder impact** *(including Section 17 of the Crime and Disorder Act 1998)*

6.1.1 None.

6.2 **Diversity and equality impact** *(including the findings of the Equality Impact Assessment)*

6.2.1 The adoption of these joint policies supports equity and consistency in approach between the two partner employers in West Suffolk.

6.2.2 The Organisation Change and Redundancy Policy reflects statutory requirements in terms of the statutory entitlements which are based on age and length of service, as modified by the Local Government Modification Order and the rules of the Local Government Pension Scheme.

6.2.3 The Maternity and Paternity Policies ensured fair treatment of employees who have childcare responsibilities as required by Equality legislation. Pregnancy and Maternity are protected characteristics and employees must not suffer any detriment arising either directly or indirectly from these situations.

**6.3 Sustainability impact** *(including completing a Sustainability Impact Assessment)*

6.3.1 Not applicable.

**6.4 Other impact** *(any other impacts affecting this report)*

6.4.1 Not applicable.

**7. Consultation** *(what consultation has been undertaken, and what were the outcomes?)*

7.1 This paper is the consultation document for the Joint Staff Consultative Panel; Unison and the Joint Leadership Team have been consulted during its development.

**8. Financial and resource implications** *(including asset management implications)*

8.1 These policies have been reviewed to ensure the efficient use of both human and financial resources at both West Suffolk Councils.

8.2 Line Managers will be trained as part of the HR Bite Size programme to ensure familiarity and compliance with the policies and associated procedures and guidance.

**9. Risk/opportunity assessment** *(potential hazards or opportunities affecting corporate, service or project objectives)*

<b>Risk area</b>	<b>Inherent level of risk</b> (before controls)	<b>Controls</b>	<b>Residual risk</b> (after controls)
Poor employment relations	Medium	Adoption of joint policy	Low
Delay in dealing with problems	Medium	Effective policy with clear and practical timescales	Low
Lack of management skill in solving workplace issues	Medium	Training for managers	Low

**10. Legal and policy implications**

10.1 Maternity and Paternity Policy complies with:

- Maternity and Parental Leave Regulations 1999
- Paternity and Adoption Leave Regulations 2002
- Statutory Paternity Pay and Statutory Adoption Pay (General) Regulations 2002
- Additional Paternity Leave Regulations 2010
- Additional Statutory Paternity Pay (General) Regulations 2010

10.2 Organisational Change and Redundancy Policy complies with:

Employment Rights Act 1996  
Trade Unions and Labour Relations (Consolidation) Act 1992  
Redundancy Payments (Continuity of Employment in Local Government)  
Modification Order 1999  
Fixed-term Employees (Prevention of Less Favourable) Treatment Regulations  
2002  
Local Government (Early Termination of Employment) (Discretionary  
Compensation) (England and Wales) Regulations 2006  
Local Government Pension Scheme (Amendment) (No 2) Regulations 2007  
Local Government Pension Scheme (Benefits, Membership and Contributions)  
Regulations 2007  
Local Government Pension Scheme (Miscellaneous) Regulations 2008

10.3 All policies are written to comply with relevant case law.

**11. Ward(s) affected**

11.1 None directly.

**12. Background papers**

12.1 None.

**13. Documents attached**

13.1 Appendix A - Joint Travel Policy and Procedure  
Appendix B - Maternity and Paternity Leave and Pay Policy and Procedure  
Appendix C - Organisational Change and Redundancy Policy and Procedure

Forest Heath District Council and  
St Edmundsbury Borough Council

Travel Policy & Procedure

2014

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## **1. Introduction**

- 1.1 This Policy sets out the information and advice to support staff at St Edmundsbury Borough Council (SEBC) and Forest Health District Council (FHDC) regarding travel and subsistence.
- 1.2 The Policy has been developed in the light of the following principles:
- this policy and procedure applies to all employees
  - no employee will be discriminated against (directly or indirectly) on the grounds of gender, ethnic origin, marital status, disability, sexual orientation, faith, age, trade union activities or any other irrelevant factor.
  - the need to adopt a cost effective, business and reasonable approach to claims.
  - the scheme must be fair and consistent across both organisations and applied rigorously.
  - the importance of ensuring that claimants are fully and speedily reimbursed for expenses actually and necessarily incurred.
  - the need for expenditure to be authorised in advance as far as possible.
- 1.3 The Policy will be reviewed annually and may be revised in the light of experience and/or new circumstances.

## **2. TRAVEL ALLOWANCES**

2.1 There are two types of travel:-

- i) Mileage incurred for reasons of business**
- ii) Mileage incurred as a result of an employee's work base being changed by the employer**

2.2 Mileage incurred for reasons of business

This is mileage incurred whilst at work or for work and in order for an employee to carry out his or her work effectively (use of pool car where cost effectiveness must be considered at all times). This includes mileage incurred due to requirements of the daily tasks of the role, travel between bases (except for dual based contracts) attending meetings, training courses and visiting SEBC/FHDC premises across the West Suffolk area. This can include both essential user and casual users.

2.3 Essential User Car Allowance

*The essential car user allowance is a lump sum, paid monthly to contribute towards the provision of a car, its maintenance, tax and insurance, paid*

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*only for staff who need a car in order for them to do their jobs. Where employees are reliant on access to a vehicle in order that they are able to carry out their normal duties, an essential user allowance may be payable if a number of criteria are met. This includes frequent and regular travel where it is not reasonably practical to use a pool car and where annual business mileage exceeds 2500. Employees in receipt of the allowance will be required to provide a vehicle for work, readily available at all times and the employee must insure the vehicle is roadworthy and insured for business use.*

*The essential car user allowance is currently £1239 per annum for cars over 1200cc. (Petrol used for business mileage is claimed in addition to this lump sum).*

The allowance may be withdrawn, with contractual notice, where the requirements of eligibility are no longer met. Mileage payable is at the essential user rate currently 45 p per mile from 6 April 2011 (current leased car rates apply for leased car users). The amount claimed will be paid monthly through the payroll. Payments of excess travel mileage are declared by the employer ("benefit in kind") on a P11D at the end of the financial year. (see appendix A).

For employees on long term sickness absence the allowance will be paid at 100% for the remainder of the first month absence, and for a further 3 months. Thereafter the monthly payment will reduce to 50% for a further 3 months and cease after this period (in line with current National Joint Council 'Green Book' provisions). Employees on maternity leave will continue to receive the allowance for the duration of their leave.

In the case of secondment the allowance will cease, if not required in the new role, and be re-instated when the employee returns to his or her substantive role. The same principle applies if the secondment requires an allowance but the substantive post does not, it will be applied and revert once the employee returns to their substantive role.

In any cases of sabbatical, career breaks or unpaid leave the allowance may cease for that period, subject to the discretion of the manager in consultation with the Head of Human Resources and Organisational development.

#### 2.4 Casual User Car Allowance

Employees who use their own vehicle on an infrequent basis are designated as casual users. Mileage will be paid at the HMRC approved mileage rate, regardless of engine size (see appendix A)

NOTE – Where an essential user and casual user travel together, the essential car user should, unless exceptional circumstances apply, drive, (and therefore claim at essential user mileage rates)

#### 2.5 Mileage incurred as a result of an employee's workbase being changed

This covers increased mileage incurred as a result of the employee's workbase being changed due to business and/or operational needs. This is a change of workbase at the employers' request and not a change at the request of the employee.

Employees who apply voluntarily for a post at either Council are not eligible to claim under this policy.

Employees who have dual base contracts, SEBC and FHDC are not eligible to claim increased mileage for a change of base.

Employees are eligible for increased travel mileage if the shortest journey by road from their home to the new place of work is at least 5 miles further one way than the shortest journey by road from their home to the former place of work. The distance is calculated using AA Route Planner using the 2 relevant post codes to the nearest 0.1 of a mile.

Employees who work additional hours on a day they would not normally work, are not entitled to travel allowance on that day under this policy.

The excess mileage allowance is calculated on the difference of the actual mileage to be travelled, less annual leave entitlement, bank holidays and statutory days. Employees make a monthly claim of actual excess mileage incurred, separate from any normal business mileage claims. The claim history will be reviewed by HR after 6 months and if claims are consistent, will be paid automatically for the remaining period.

Mileage payable is at the essential user rate currently 45 p per mile from 6 April 2011 (current leased car rates apply for lease car users). The amount claimed will be paid monthly through the payroll and is subject to tax when paid.

Employees who use public transport to get to work will qualify for the difference of fares incurred between the two distances, home to new base and home to original base, claimed monthly.

The allowance is not payable during sickness absence, maternity leave or any other absence from work as no mileage is incurred.

It is the responsibility of the employee to keep HR informed of any change to their circumstance which may affect their allowance i.e. regular change in working pattern, home move etc. Any overpayment of allowance will have to be repaid and may result in disciplinary action (fraud).

Excess travel mileage will be paid for a period of 2 years from the date of transfer unless the employee moves home. The allowances will be calculated on the difference in mileage on the date of the relocation. Should the employee move nearer to the work base the allowance will cease if it is less than 5 miles from the base. However, should the

employee move further from the original base the initial allowance only will be paid.

If in the meantime the employee is successful in an application for a change in role, including any promotion in their existing role involving an increase in their Band, the entitlement will cease with effect from the official transfer date to the new role.

*Note: all employees offered new contracts following the introduction of the joint pay and reward strategy have a protection on their base for mileage claims, so can claim increased mileage if they need to travel to work at their partner council. This protection exists until the employee is offered a new role at which time new terms including salary and base are agreed.*

*This does not apply to the Joint Leadership Team who have been employed on the dual base principle since Oct/Nov 2012.*

### **3. GENERAL GUIDANCE**

#### **3.1 All mileage claims**

All staff are required to complete a monthly mileage and car park claim form each month to claim reimbursement for work related miles travelled. All claims must be accompanied by VAT receipts for fuel purchased to support mileage claims and car park receipts. The Council reserves the right to withhold payments for petrol where no receipts are provided, unless exceptional circumstances apply.

Claims must be completed monthly and submitted to your line manager for authorisation and received by Payroll by the 7<sup>th</sup> of the following month in order to ensure the payment is received in time for the pay run. Claims should be submitted no longer than a month at a time, unless in exceptional circumstances.

If you chose to travel by bicycle or motorcycle you can claim the appropriate HMRC rate.

#### **3.2 Pool Cars**

Pool cars should be used when available, for journey's beginning and ending at the workplace. In these cases personal cars may be used and car allowances claimed as appropriate. Please ensure that you discuss these options with your line manager prior to making the journey. Staff with modifications to their private vehicles due to their disability are exempt from using a pool car. The use of pool cars will be looked at in each service area/team to see if this is a more effective way of meeting transport needs.

#### **3.3 Insurance**

An employee using his or her private vehicle on official business or travelling as an official passenger in another staff member's car is deemed to be in the course of his or her duty for the purpose of the Local Government Pension Scheme. In other respects, provision for injury or death of another person due to an accident while a staff member is using his or her private motor vehicle on official business is the member of staff's own responsibility, i.e. to be covered by their insurance via their insurance company. Please note, if you have an accident whilst driving on council business the Council will not pay any excess insurance penalties that you may incur.

Staff using their own private vehicle for official business must satisfy certain insurance conditions. It is the staff member's own responsibility to ensure that their insurance policy covers the risks set out below and contains either:

- a clause permitting the use of the vehicle by the policy holder in person in connection with his or her business; or
- a clause specifically permitting the use of the vehicle by the policyholder in person on the business of their employer. Please note, the Council will not pay any charges you may incur for adding business use to your current insurance policy.

The Council will not routinely reimburse any staff member for any loss or damage resulting from the use of their private motor vehicle on official business whether or not the cost of such loss or damage can be claimed under that staff member's insurance policy. In exceptional circumstances where damage occurs on company business and the employees insurance does not cover such damage, Heads of Service may make a reasonable, discretionary payment in consultation with HR.

If a staff member, in the course of their duties, is required to carry official cash or expensive equipment in his or her private vehicle, he or she must check with their line manager if such items are covered under the Council's insurance policy.

All essential users are required to provide proof of insurance, current driving licence and MOT Certificate (if applicable) to their line manager upon commencement of employment or commencement of the allowance. Both Councils reserve the right to make spot checks on these documents as required and at any time. Employees will also have to produce these documents prior to using a pool car for the first time.

#### **4. EXPENSES/SUBSISTENCE CLAIMS**

##### **4.1 Expenses**

SEBC/FHDC will normally pay subsistence to staff members who necessarily incur expenses when they are away from home, their normal place of work (normal place of work includes any of the Council's sites).

The subsistence paid must cover only the costs actually and necessarily incurred. If an employee at FHDC is working at SEBC they will not be eligible to claim subsistence allowance and vice versa. If an employee at either Council is working at any of the sites they will not be eligible to claim subsistence. This includes work outside of normal working hours. It is the responsibility of the employee to make provisions for lunch irrespective of where they may be working at any of the West Suffolk locations and either Council is not responsible for the payment of such expenses.

Subsistence claims for courses and training must be approved by the line manager in advance. Claims for alcoholic beverages will not be reimbursed and should be paid for by the individual concerned.

Claims for meals and refreshments will need to be authorised by the line manager.

Breakfast and Evening Meal rates are detailed in Appendix A. All claims for subsistence should be for the actual amount spent, up to the maximum limits detailed in Appendix A and must be submitted on the appropriate form.

VAT receipts to support expenses claims must be attached to the claim form then be passed to your line manager in order for them to authorise your expenses claim. If no receipts are provided claims will not be paid.

For staff undertaking college/university courses please refer to the Training Policy with regards to expenses/subsistence and travel costs.

Claims should be completed monthly and submitted to payroll by the 7<sup>th</sup> of the following month, in order to ensure payment is received in the subsequent pay run. The maximum allowable delay for submitting expenses claims is 3 months.

#### 4.2 Car Parking and Tolls

Staff should take advantage of free parking facilities wherever possible, but where parking costs are necessarily incurred while using a vehicle on official business, SEBC/FHDC will reimburse the actual costs. The claim must be supported by an official receipt/ticket. Illegal parking will not be condoned or paid for.

SEBC/FHDC will reimburse the actual costs of toll charges incurred on official journeys. The claim should be supported, where reasonable and appropriate, by an official receipt. Where the toll charge is inherent in the journey, further verification by presentation of a receipt will not be necessary.

#### 4.3 Travel by Rail or Public Transport

SEBC/FHDC will reimburse staff for rail and public transport. Staff must ensure they take the most economical cost effective route for travel. All claims must be supported by an official receipt/ticket. Rail tickets should be purchased through the nominated process by contacting HR Team and giving a weeks notice of travel. If this is not deemed to be advantageous then any other low cost options that may be available, for example, day return or season tickets may be purchased, where their use is consistent with the efficient and economic conduct of the official business.

If rail tickets are purchased by the employee it is possible to claim the costs incurred. The claim must be supported by an official receipt/ticket.

#### 4.4 Taxis

Costs of taxis may be reimbursed only:

- where there is no other suitable cycling, public transport, pool car or car share option
- when heavy luggage has to be transported to or from the place of departure or arrival;
- when the person travelling has a mobility problem and is unable to use public transport;
- if a journey is made after dark and the use of public transport would involve a long wait in circumstances in which the person travelling would feel at risk; or
- a combination of any of these situations.

Taxi journeys can be claimed but must be supported by an official receipt.

#### 4.5 Air Travel

A member of JLT must approve all air travel. Air travel will be authorised only:

- where air travel represents a saving in cost over other forms of travel; and/or
- where air travel represents a significant saving in time and where the saving of official time is important.

Air travel bookings should be economy class for all journeys. All air travel booking claims should be supported by an invoice or VAT receipt.

#### 4.6 Overnight accommodation

Staff should not normally stay overnight at the expense of either SEBC or FHDC before a meeting in London or other locations when it is feasible to travel on the day of the meeting.

Before authorising overnight accommodation the line manager should satisfy themselves that the overnight stay is necessary in order to conduct

Council business and that the most cost effective accommodation is obtained and that the costs are within the limits specified in Appendix A.

Most hotels will forward an invoice to the Council for payment. However in cases where this is not practical staff are responsible for settling their accounts. Allowable expenses may be claimed. See Appendix A for rates.

**5. Enquiries and Change Control**

- 5.1 All enquiries relating to this document should be directed to Human Resources.
- 5.2 This policy will be subject to a review every two years and will be initiated by the Head of Human Resources and Organisational Development. Suggestions for any changes to this document should also be forwarded to the Head of Human Resources and Organisational Development.
- 5.3 Further information on travel & subsistence is available from Human Resources.

**Revisions**

<b>Date of review or revision</b>	<b>Reason</b>	<b>Author</b>
December 2013	Aligning FHDC and SEBC policies	Wendy Canham

## Appendix A

### Travel & Subsistence Rates

<b>Mileage Scheme (HMRC)</b>	<b>451-999cc</b>	<b>1000-1199cc</b>	<b>1200 cc &amp; above</b>
<b>Training Mileage</b> (Day release for Professional Qualification ie, CIPD, CIFA, Degree)	13.7p	14.4p	16.4p
<b>Lease</b>	9.406p	10.366p	11.288p
<b>Essential</b> (under 10,000 miles pa)	45p	45p	45p
<b>Casual</b> (under 10,000 pa)	45p	45p	45p
<b>Councillors</b> (under 10,000 miles)	45p	45p	45p
<b>Motorcycles</b>	24p	n/a	n/a
<b>Bicycles</b>	20p	n/a	n/a

<b>Essential User Car Allowance</b> (per annum)	<b>451-999cc</b>	<b>1000-1199cc</b>	<b>1200 cc &amp; above</b>
	£846	£963	£1,239

<b>Subsistence (Local Agreement)</b>	<b>Rate</b>
Breakfast	£5.00
Lunch	£5.00
Evening Meal	£12.00

<b>Hotel (Local Agreement)</b>	<b>Rate</b>
Where hotel accommodation is required your Head of Service can approve reasonable hotel expenses in advance and authorise any subsequent expenses claim.	As agreed by HoS

HMRC rates are subject to change.

Forest Heath District Council and  
St Edmundsbury Borough Council

Travel Policy & Procedure

December 2013

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2.3 Essential User Car Allowance

Where employees are reliant on access to a vehicle in order that they are able to carry out their normal duties an essential user allowance may be payable if a number of criteria measures are met. This will include frequent and regular travel where it is not reasonably practical to use a pool car and where annual mileage exceeds 2500. Employees will be required to provide a vehicle for work, readily available at all times and the employee must insure the vehicle is roadworthy and insured for business use.

The allowance may be withdrawn, with contractual notice, where the requirements of eligibility are no longer met. Mileage payable is at the essential user rate currently 45 p per mile from 6 April 2011 (current leased car rates apply for leased car users). The amount claimed will be paid monthly through the payroll. Payments of excess travel mileage are declared by the employer ("benefit in kind") on a P11D at the end of the financial year. (see appendix A).

For employees on long term sickness absence the allowance will be paid at 100% for the remainder of the first month absence, and for a further 3 months. Thereafter the monthly payment will reduce to 50% for a further 3 months and cease after this period (in line with current National Joint Council 'Green Book' provisions). Employees on maternity leave will continue to receive the allowance for the duration of their leave.

In the case of secondment the allowance will cease, if not required in the new role, and be re-instated when the employee returns to his or her substantive role. The same principle applies if the secondment requires an allowance but the substantive post does not, it will be applied and revert once the employee returns to their substantive role.

In any cases of sabbatical, career breaks or unpaid leave the allowance may cease for that period, subject to the discretion of the manager in consultation with the Head of Human Resources and Organisational development.

2.4 Casual User Car Allowance

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This covers increased mileage incurred as a result of the employee's workbase being changed due to business and/or operational needs. This is

a change of workbase at the employers' request and not a change at the request of the employee.

Employees who apply voluntarily for a post at either Council are not eligible to claim under this policy.

Employees who have dual base contracts, SEBC and FHDC are not eligible to claim increased mileage for a change of base.

Employees are eligible for increased travel mileage if the shortest journey by road from their home to the new place of work is at least 5 miles further one way than the shortest journey by road from their home to the former place of work. The distance is calculated using AA Route Planner using the 2 relevant post codes to the nearest 0.1 of a mile.

Employees who work additional hours on a day they would not normally work, are not entitled to travel allowance on that day under this policy.

The excess mileage allowance is calculated on the difference of the actual mileage to be travelled, less annual leave entitlement, bank holidays and statutory days. Employees make a monthly claim of actual excess mileage incurred, separate from any normal business mileage claims. The claim history will be reviewed by HR after 6 months and if claims are consistent, will be paid automatically for the remaining period.

Mileage payable is at the essential user rate currently 45 p per mile from 6 April 2011 (current leased car rates apply for lease car users). The amount claimed will be paid monthly through the payroll and is subject to tax when paid.

Employees who use public transport to get to work will qualify for the difference of fares incurred between the two distances, home to new base and home to original base, claimed monthly.

The allowance is not payable during sickness absence, maternity leave or any other absence from work as no mileage is incurred.

It is the responsibility of the employee to keep HR informed of any change to their circumstance which may affect their allowance i.e. regular change in working pattern, home move etc. Any overpayment of allowance will have to be repaid and may result in disciplinary action (fraud).

Excess travel mileage will be paid for a period of 2 years from the date of transfer unless the employee moves home. The allowances will be calculated on the difference in mileage on the date of the relocation. Should the employee move nearer to the work base the allowance will cease if it is less than 5 miles from the base. However, should the employee move further from the original base the initial allowance only will be paid.

If in the meantime the employee is successful in an application for a change in role, including any promotion in their existing role involving an increase in their Band, the entitlement will cease with effect from the official transfer date to the new role.

*Note: all employees offered new contracts following the introduction of the joint pay and reward strategy have a protection on their base for mileage claims, so can claim increased mileage if they need to travel to work at their partner council. This protection exists until the employee is offered a new role at which time new terms including salary and base are agreed.*

*This does not apply to the Joint Leadership Team who have been employed on the dual base principle since Oct/Nov 2012.*

### **3. GENERAL GUIDANCE**

#### **3.1 All mileage claims**

All staff are required to complete a monthly mileage and car park claim form each month to claim reimbursement for work related miles travelled. All claims must be accompanied by VAT receipts for fuel purchased to support mileage claims and car park receipts. The Council reserves the right to withhold payments for petrol where no receipts are provided, unless exceptional circumstances apply.

Claims must be completed monthly and submitted to your line manager for authorisation and received by Payroll by the 7<sup>th</sup> of the following month in order to ensure the payment is received in time for the pay run. Claims should be submitted no longer than a month at a time, unless in exceptional circumstances.

If you chose to travel by bicycle or motorcycle you can claim the appropriate HMRC rate.

#### **3.2 Pool Cars**

Pool cars should be used when available, for journey's beginning and ending at the workplace. In these cases personal cars may be used and car allowances claimed as appropriate. Please ensure that you discuss these options with your line manager prior to making the journey. Staff with modifications to their private vehicles due to their disability are exempt from using a pool car. The use of pool cars will be looked at in each service area/team to see if this is a more effective way of meeting transport needs.

#### **3.3 Insurance**

An employee using his or her private vehicle on official business or travelling as an official passenger in another staff member's car is deemed to be in the course of his or her duty for the purpose of the Local

Government Pension Scheme. In other respects, provision for injury or death of another person due to an accident while a staff member is using his or her private motor vehicle on official business is the member of staff's own responsibility, i.e. to be covered by their insurance via their insurance company. Please note, if you have an accident whilst driving on council business the Council will not pay any excess insurance penalties that you may incur.

Staff using their own private vehicle for official business must satisfy certain insurance conditions. It is the staff member's own responsibility to ensure that their insurance policy covers the risks set out below and contains either:

- a clause permitting the use of the vehicle by the policy holder in person in connection with his or her business; or
- a clause specifically permitting the use of the vehicle by the policyholder in person on the business of their employer. Please note, the Council will not pay any charges you may incur for adding business use to your current insurance policy.

The Council will not routinely reimburse any staff member for any loss or damage resulting from the use of their private motor vehicle on official business whether or not the cost of such loss or damage can be claimed under that staff member's insurance policy. In exceptional circumstances where damage occurs on company business and the employees insurance does not cover such damage, Heads of Service may make a reasonable, discretionary payment in consultation with HR.

If a staff member, in the course of their duties, is required to carry official cash or expensive equipment in his or her private vehicle, he or she must check with their line manager if such items are covered under the Council's insurance policy.

All essential users are required to provide proof of insurance, current driving licence and MOT Certificate (if applicable) to their line manager upon commencement of employment or commencement of the allowance. Both Council's reserve the right to make spot checks on these documents as required and at any time. Employees will also have to produce these documents prior to using a pool car for the first time.

#### **4. EXPENSES/SUBSISTENCE CLAIMS**

##### **4.1 Expenses**

SEBC/FHDC will normally pay subsistence to staff members who necessarily incur expenses when they are away from home, their normal place of work (normal place of work includes any of the Council's sites). The subsistence paid must cover only the costs actually and necessarily incurred. If an employee at FHDC is working at SEBC they will not be eligible to claim subsistence allowance and vice versa. If an employee at

either Council is working at any of the sites they will not be eligible to claim subsistence. This includes work outside of normal working hours. It is the responsibility of the employee to make provisions for lunch irrespective of where they may be working at any of the West Suffolk locations and either Council is not responsible for the payment of such expenses.

Subsistence claims for courses and training must be approved by the line manager in advance. Claims for alcoholic beverages will not be reimbursed and should be paid for by the individual concerned.

Claims for meals and refreshments will need to be authorised by the line manager.

Breakfast and Evening Meal rates are detailed in Appendix A. All claims for subsistence should be for the actual amount spent, up to the maximum limits detailed in Appendix A and must be submitted on the appropriate form.

VAT receipts to support expenses claims must be attached to the claim form then be passed to your line manager in order for them to authorise your expenses claim. If no receipts are provided claims will not be paid.

For staff undertaking college/university courses please refer to the Training Policy with regards to expenses/subsistence and travel costs.

Claims should be completed monthly and submitted to payroll by the 7<sup>th</sup> of the following month, in order to ensure payment is received in the subsequent pay run. The maximum allowable delay for submitting expenses claims is 3 months.

#### 4.2 Car Parking and Tolls

Staff should take advantage of free parking facilities wherever possible, but where parking costs are necessarily incurred while using a vehicle on official business, SEBC/FHDC will reimburse the actual costs. The claim must be supported by an official receipt/ticket. Illegal parking will not be condoned or paid for.

SEBC/FHDC will reimburse the actual costs of toll charges incurred on official journeys. The claim should be supported, where reasonable and appropriate, by an official receipt. Where the toll charge is inherent in the journey, further verification by presentation of a receipt will not be necessary.

#### 4.3 Travel by Rail or Public Transport

SEBC/FHDC will reimburse staff for rail and public transport. Staff must ensure they take the most economical cost effective route for travel. All claims must be supported by an official receipt/ticket. Rail tickets should be purchased through the nominated process by contacting HR Team and

giving a weeks notice of travel. If this is not deemed to be advantageous then any other low cost options that may be available, for example, day return or season tickets may be purchased, where their use is consistent with the efficient and economic conduct of the official business.

If rail tickets are purchased by the employee it is possible to claim the costs incurred. The claim must be supported by an official receipt/ticket.

#### 4.4 Taxis

Costs of taxis may be reimbursed only:

- where there is no other suitable cycling, public transport, pool car or car share option
- when heavy luggage has to be transported to or from the place of departure or arrival;
- when the person travelling has a mobility problem and is unable to use public transport;
- if a journey is made after dark and the use of public transport would involve a long wait in circumstances in which the person travelling would feel at risk; or
- a combination of any of these situations.

Taxi journeys can be claimed but must be supported by an official receipt.

#### 4.5 Air Travel

A member of JLT must approve all air travel. Air travel will be authorised only:

- where air travel represents a saving in cost over other forms of travel; and/or
- where air travel represents a significant saving in time and where the saving of official time is important.

Air travel bookings should be economy class for all journeys. All air travel booking claims should be supported by an invoice or VAT receipt.

#### 4.6 Overnight accommodation

Staff should not normally stay overnight at the expense of either SEBC or FHDC before a meeting in London or other locations when it is feasible to travel on the day of the meeting.

Before authorising overnight accommodation the line manager should satisfy themselves that the overnight stay is necessary in order to conduct Council business and that the most cost effective accommodation is obtained and that the costs are within the limits specified in Appendix A.

Most hotels will forward an invoice to the Council for payment. However in cases where this is not practical staff are responsible for settling their accounts. Allowable expenses may be claimed. See Appendix A for rates.

**5. Enquiries and Change Control**

- 5.1 All enquiries relating to this document should be directed to Human Resources.
- 5.2 This policy will be subject to a review every two years and will be initiated by the Head of Human Resources and Organisational Development. Suggestions for any changes to this document should also be forwarded to the Head of Human Resources and Organisational Development.
- 5.3 Further information on travel & subsistence is available from Human Resources.

**Revisions**

<b>Date of review or revision</b>	<b>Reason</b>	<b>Author</b>
December 2013	Aligning FHDC and SEBC policies	Wendy Canham

**Appendix A**

**Travel & Subsistence Rates**

<b>Mileage Scheme (HMRC)</b>	<b>451-999cc</b>	<b>1000-1199cc</b>	<b>1200 cc &amp; above</b>
<b>Training Mileage</b> (Day release for Professional Qualification ie, CIPD, CIFA, Degree)	13.7p	14.4p	16.4p
<b>Lease</b>	9.406p	10.366p	11.288p
<b>Essential</b> (under 10,000 miles pa)	45p	45p	45p
<b>Casual</b> (under 10,000 pa)	45p	45p	45p
<b>Councillors</b> (under 10,000 miles)	45p	45p	45p
<b>Motorcycles</b>	24p	n/a	n/a
<b>Bicycles</b>	20p	n/a	n/a

<b>Essential User Car Allowance</b> (per annum)	<b>451-999cc</b>	<b>1000-1199cc</b>	<b>1200 cc &amp; above</b>
	£846	£963	£1,239

<b>Subsistence (Local Agreement)</b>	<b>Rate</b>
Breakfast	£5.00
Lunch	£5.00
Evening Meal	£12.00

<b>Hotel (Local Agreement)</b>	<b>Rate</b>
Where hotel accommodation is required your Head of Service can approve reasonable hotel expenses in advance and authorise any subsequent expenses claim.	As agreed by HoS

HMRC rates are subject to change.

Forest Heath District Council and  
St Edmundsbury Borough Council

Maternity and Paternity  
Leave and Pay

Policy and Procedure

2014

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**Glossary**

**EWC Expected Week of Childbirth**

This is the week your doctor or midwife states your baby is due. It starts on a Sunday and runs to the following Saturday.

**QW Qualifying Week**

This determines whether your length of service qualifies you for Statutory Maternity Pay. The qualifying week is the 15th week before your EWC. You must have 26 weeks continuous service including part of the QW to be eligible for Statutory Maternity Pay.

**MATB1 Maternity Certificate**

A form supplied to a pregnant woman by her doctor or midwife as evidence of the expected week of childbirth. You must give this form to the Council as evidence of your EWC.

**SMP Statutory Maternity Pay**

Statutory Maternity Pay is a legal entitlement (dependent on satisfying the qualifying requirements) to a weekly payment which replaces your normal earnings to enable you to take time off around the birth of your baby. SMP is paid via the Council at higher rate SMP (9/10 pay) for the first six weeks, followed by 33 weeks at the standard rate per week, or 90 per cent of normal weekly earnings, whichever is lower.

**OSPP Ordinary Statutory Paternity Pay**

The statutory minimum payment available to fathers or adoptive fathers taking leave within eight weeks of the child's birth or adoption.

**CMP Contractual Maternity Pay**

This is maternity pay from the Council due to you under your Contract of Employment.

**OML Ordinary Maternity Leave**

A period of 26 weeks' leave that may begin at any time on or after the beginning of the 11<sup>th</sup> week before a pregnant woman's expected week of childbirth.

**AML Additional Maternity Leave**

A further period of 26 weeks' leave taken immediately following ordinary maternity leave.

**OPL Ordinary Paternity Leave**

A period of one weeks' leave or two consecutive weeks' leave, usually taken within eight weeks of the child's birth or adoption.

**APL Additional Paternity Leave**

Eligible employees are entitled to take up to 26 weeks' additional paternity leave within the first year of their child's life or the first year after the child's placement for adoption, provided that the mother or the primary adopter has returned to work, and the child is 20 weeks old.

**LEL Lower Earnings Limit**

This is the limit below which National Insurance is not due.

**KIT days Keeping in touch days**

Days during which an employee on maternity, paternity or adoption leave can agree with their employer to work. The employee can work for up to 10 days during his or her maternity, paternity or adoption leave period without bringing that period of leave to an end and without the loss of a week's statutory maternity, paternity or adoption pay as a result of carrying out that work.

**1. Introduction**

- 1.1 This policy sets out the rights of employees to statutory maternity and paternity leave and pay. This policy and procedure should be followed by all employees of Forest Heath District Council and St Edmundsbury Borough Council.
- 1.2 All pregnant employees are entitled to 52 weeks maternity leave **regardless of the number of hours worked and length of service**. If you have 26 weeks continuous service by the 15<sup>th</sup> week before the baby is due (known as the qualifying week) you are also entitled to 39 weeks Statutory Maternity Pay subject to qualifying requirements. If you have more than one year's continuous service, you will also be eligible for additional contractual maternity benefits.
- 1.3 You are not entitled to your normal pay during maternity leave, but you are entitled to all other non-remuneration benefits and terms and conditions that you would otherwise have i.e. annual leave, discounted gym membership, essential car user allowance, lease car, mobile phone, laptop, childcare vouchers, eye test and public holidays.
- 1.4 Your rights come partly from statute and partly from your Contract of Employment.

**2. Keeping you safe whilst at work**

- 2.1 We strive to create and maintain a healthy and safe working environment. As soon as you know you are pregnant you must notify your manager, confidentially if you wish, who will carry out a risk assessment as soon as possible to identify any particular risks. You should also read the relevant section of the Health and Safety policy.
- 2.2 If you wish to continue working after 36 weeks of pregnancy you will be asked to carry out a further risk assessment with your manager. If you work more than 50 per cent of your time at home, the risk assessment should be carried out based on your home and the Health and Safety Manager should be contacted in these circumstances.
- 2.3 You must complete a further risk assessment with your manager when you return to work.

**3. Maternity Leave**

- 3.1 All pregnant employees are entitled to 26 weeks ordinary maternity leave (OML) plus 26 weeks additional maternity leave (AML) making 52 weeks maternity leave.
- 3.2 You may not return to work two weeks from the date of childbirth. This is called compulsory maternity leave.

3.3 Ordinary maternity leave can start at any time after the beginning of the 11<sup>th</sup> week before the EWC (unless the baby is born prematurely before that date in which case it will start earlier).

3.4 Additional maternity leave will start immediately after ordinary maternity leave (from week 27).

#### **4. Giving notice to take maternity leave**

4.1 You are required to give 28 days notice of the start of your maternity leave, if reasonably practical. The notification must be in writing to Human Resources and must be no later than the end of the 15<sup>th</sup> week before the baby is due (or as soon as is practicable) stating:

1. that you are pregnant;
2. the expected week of childbirth;
3. the start date of your maternity leave (this can be any day of the week);
4. the date you intend to return to work after your maternity leave; and
5. the arrangements for payment of your contractual maternity pay and pension (if applicable).

4.2 Human Resources will respond within 28 days of receipt of your letter setting out the end date of the additional maternity leave or confirm the date you have stated that you intend to return to work.

4.3 The start date of maternity leave may be changed by giving 28 days notice and Human Resources will respond within 28 days of the notification. You must also supply the original copy of your MATB1 certificate confirming the expected date of childbirth, which is provided by the doctor or midwife after the 20<sup>th</sup> week of pregnancy.

4.4 If your baby is born early, maternity leave starts at the latest, the day after the birth. If you are absent from work with a pregnancy related illness during the last four weeks of your pregnancy, maternity leave will start automatically on the day after the first day of absence.

4.5 If you resign or are dismissed before the date you have notified, or before you have notified a date, you lose the right to maternity leave, but you will still be eligible for statutory maternity pay if you are employed after the 15<sup>th</sup> week before the expected week of childbirth. If you are dismissed prior to or during maternity leave you forfeit the right to contractual maternity pay from the date of dismissal.

#### **5. Maternity Pay**

##### **5.1 Statutory Maternity Pay (SMP)**

You are entitled to receive SMP providing you are still employed at the 15<sup>th</sup> week before the expected week of childbirth if you:-

- a) have 26 weeks' continuous local government employment by the qualifying week;
- b) are earning above the lower earnings limit (LEL) for the payment of national insurance contributions;
- c) are still pregnant at the 11th week before the EWC;
- d) have stopped all work wholly or partly because of pregnancy or childbirth; and
- e) provide evidence of EWC (normally MATB1).

SMP is 39 weeks' pay made up of the following;

- 6 weeks at 90 per cent of your average weekly earnings **plus**
- 33 weeks payable at the SMP rate set by the Government for the relevant tax year (or at 90 per cent of average weekly earnings for full 39 weeks if earnings are less than the SMP rate).

SMP is reviewed annually by the Inland Revenue (HMRC) and is subject to tax and national insurance deductions.

If you have more than one job you may be able to get SMP from each employer. Employees who are not eligible for SMP may be entitled to receive maternity allowance payable directly by the Government. The Council will provide the employee with an SMP1 form used to apply for maternity allowance.

You will not be required to repay any SMP payments if you do not return to work.

## 5.2 Disentitlement from SMP

You will lose your entitlement to SMP in the following circumstances;

- lack of medical evidence (i.e. no MATB1);
- working for the Council or another employer during maternity leave (except for KIT days); or
- being taken into legal custody.

The onus is on the employee to inform her employer of the above.

## 5.3 Contractual Maternity Pay (CMP)

In addition to SMP you will be entitled to contractual maternity pay if you have:

- a) completed one year's continuous local government service at the 11<sup>th</sup> week before EWC; and
- b) declared an intention to return to work for three months following maternity leave.

Contractual maternity pay is an additional 12 weeks at half pay.

The 12 weeks' half pay can be paid as it becomes due (i.e. from week seven onwards) and the employee can choose to have this paid during maternity leave spread over a mutually agreed distribution (up to a maximum of 33 weeks), or as a lump sum three months after returning from maternity leave.

The 12 weeks half pay is refundable **gross** if the employee does not return to work for a period of at least three months because of resignation or dismissal. This three month period is not calculated on a pro-rata basis for part-time employees. If you are uncertain about returning to work it is suggested that you consider deferring payment of your half pay until you have returned to work for three months.

If combined SMP and CMP exceed your normal full pay, you will only receive your normal pay.

If you have no entitlement to SMP, CML or maternity allowance, you will still be entitled to 52 weeks unpaid maternity leave.

#### 5.4 Pension

If you are a member of the pension scheme, pension contributions will be deducted from the SMP, CMP and KIT days worked whilst on maternity leave.

**During Ordinary Maternity Leave:** counts as membership under the scheme, and you will pay contributions at your normal percentage rate based on the pay you actually receive during your OML. If OML is unpaid, it still counts as membership but you do not contribute to the pension scheme.

**During Additional Maternity Leave:** counts as membership under the scheme during paid leave only. You will pay contributions at your normal percentage rate on any pay you are entitled to and KIT days worked during your AML. Any unpaid leave will not count towards reckonable membership unless you opt to pay contributions for this period within 30 days of your return to work or resignation. If you do not pay contributions, the period does not count as membership under the scheme.

If you defer payment of your CMP until you have returned to work for three months, contributions will be paid on your normal monthly salary plus your 12 weeks half pay lump sum.

Contact Human Resources for further information.

### 6. Contact during maternity leave

6.1 The Council reserves the right to maintain reasonable contact with employees during maternity leave. This may be to discuss plans for

returning to work, to discuss any special arrangements to be made or training to give updates on developments at work during their absence.

**7. Keeping in touch (KIT) days**

- 7.1 You can agree to work a maximum of 10 days (or 10 part days) by mutual agreement during your maternity leave. These are known as keeping in touch (KIT) days and will not end your maternity leave. The number of KIT days will not be reduced for part time employees i.e. employees working 3 days a week still can take up to 10 KIT days. KIT days can be taken either before or after the birth, but not during the compulsory maternity leave.
- 7.2 KIT days will be paid as either a half or full day depending on the number of hours you work. If you work less than half of your standard working day you will be paid a half day KIT day. If you work more than half of your standard working day you will be paid at your full normal daily rate which will be offset against a day's SMP.
- 7.3 If you work a KIT day on a day which is normally a non-working day, or if you have an irregular working pattern, you will be paid either a half or full day based on an average of your weekly working hours.
- 7.4 KIT days will not extend the overall period of maternity leave.
- 7.5 If you are a member of the pension scheme, pension will be deducted at your normal contribution rate, and the days will count for reckonable service.
- 7.6 KIT days can be used for any activity which would form part of the employment e.g. attend team meetings, staff briefings, training. This is a voluntary scheme and it is helpful to discuss these arrangements with your manager before the start of your maternity leave.

**8. Right to return to work**

- 8.1 The date you are due to return to work will be the first working day 52 weeks after the start of maternity leave, unless you have notified otherwise. If you have already given notice to return to work as part of your initial letter no further notice is required.
- 8.2 You have the right to amend your return to work date by giving 8 weeks' notice in writing. If less than 8 weeks' notice is given, your return to work may be postponed until the full 8 weeks' notice has been given or until the end of the 52 weeks maternity leave, whichever is the sooner. There is no entitlement to pay if your return to work is postponed.

**9. Decision not to return to work**

- 9.1 If, whilst on maternity leave, you decide that you do not wish to return to work, you should give written notice of resignation to your manager and Human Resources as soon as possible and in accordance with the terms of

your Contract of Employment. You should specify the date of termination, which could be the end date of the 52 weeks' maternity leave, in which case you will continue to receive any maternity pay due and to accrue annual leave during the notice period.

**10. During Ordinary Maternity Leave**

- 10.1 If you return to work before or at the end of OML you are entitled to return to the same job that you left on the same terms and conditions as if you had not been absent – unless a redundancy situation has arisen.

**11. During Additional Maternity Leave**

- 11.1 If you return to work during AML you have the right to return to the same job or, where that is not practicable, a suitable alternative role, which is no less favourable than your original job with regard to the terms and conditions of employment – unless a redundancy situation has arisen.

**12. Statutory Paternity Leave and Pay**

- 12.1 You are entitled to take up to two weeks' statutory paternity leave if you are the child's biological or adopting father or partner (male or female) to support the mother or to look after the baby. To qualify for statutory paternity leave you must have 26 weeks' continuous service before the 15<sup>th</sup> week before the baby is due, continue to be employed by the Council until the date the baby is born, and have average weekly earnings which are at least equal to the Lower Earnings Limit (LEL) for national insurance contributions.
- 12.2 You will be paid the weekly rate of Ordinary Statutory Paternity Pay (OSPP) current at that time, or if your earnings are less than OSPP you are entitled to 90 per cent of your average weekly earnings. If your earnings are below the LEL, or you are not entitled to OSPP, you may be entitled to other support from the Department for Work and Pensions.
- 12.3 You must take paternity leave within 8 weeks of the birth or adoption, and the two weeks must be complete and consecutive weeks. You cannot start paternity leave before the child is born. You should give written notice of your intention to take paternity leave 15 weeks before the expected date of childbirth, or as much notice as is practical.

**13. Transfer of maternity leave (Additional Paternity Leave)**

- 13.1 If an employee chooses to return to work by giving the relevant notification, her spouse, civil partner or partner may be eligible to take Additional Paternity Leave (APL) once she has returned to work.
- 13.2 The earliest that APL may commence is 20 weeks after the date on which the child is born (or adopted) and it must end no later than 12 months after the date of birth (or adoption). The minimum period of APL is two

consecutive weeks and the maximum period is 26 weeks. This must be taken as complete weeks and as one continuous period.

- 13.3 The employer must be given 8 weeks' notice in writing confirming the start date of this leave by the employee wishing to take APL.

**14. Additional Paternity Pay**

- 14.1 If the mother has not taken her full entitlement to statutory maternity pay when she returns to work, the outstanding amount transfers to the father who is taking APL.

**15. Parental Leave**

- 15.1 Subject to eligibility criteria, both parents are entitled to take unpaid parental leave. Please refer to the Parental Leave Policy.

**16. Time off for antenatal care**

- 16.1 You have a right to a reasonable amount of paid time off to attend antenatal care appointments and will be required produce evidence of the appointments if requested to do so by your manager.

- 16.2 Reasonable requests for time off for parenting classes will be considered.

**17. Rest facilities**

- 17.1 We provide rest facilities for those employees who are pregnant or breastfeeding or who have given birth within the previous six months.

**18. Unable to return to work due to illness**

- 18.1 If you are unable to return to work at the end of your maternity leave due to illness you will revert to the sick leave and pay you are entitled to in accordance with your Contract of Employment. You will be able to self-certify for the first seven days of absence and a certificate from your GP will be required from day eight onwards.

**19. Flexible working**

- 19.1 If you wish to vary your working arrangements on your return from maternity leave this will be considered in accordance with the Flexible Working Policy. Any requests should be discussed with your manager in the first instance and will be given due consideration and will not be unreasonably refused; but requests will be considered in the light of maintaining the efficient requirements of the service. Where changes to working are not possible the reasons will be fully discussed and put in writing.

- 19.2 Returning on a different basis (e.g. part time from full time) will affect some of your entitlements, such as annual leave. Further advice should be obtained from your manager or Human Resources.
- 19.3 Returning part time does not affect your entitlement to retain your 12 weeks at half pay, providing you return to work for the minimum period of three months.

## **20. Annual leave**

- 20.1 You will continue to accrue annual leave throughout your maternity leave. If you return to work on a part time basis, your annual leave entitlement will be accrued on a pro-rata basis from the date of the contractual change.
- 20.2 It is advised that, wherever possible, employees take all of their annual leave entitlement for the current leave year before maternity leave starts, this should however be agreed with your manager. Annual leave which cannot be taken may be carried forward into the subsequent leave year however, only one week's leave may be carried forward to the end of May by agreement.
- 20.3 Subject to approval with your manager, annual leave can be taken in the first weeks back at work, effectively extending the maternity leave period. However any such period of annual leave is subject to operational requirements.

## **21. Bank/Public Holidays**

- 21.1 You will be entitled to a day off in lieu for each bank or public holiday that falls during your period of maternity leave. For any bank/public holiday that falls on what would have been a normal working day, you will be entitled to the number of hours you would have worked on that day. For any bank/public holidays that fall on a non-working day, you will be entitled to one fifth of your working week. These hours will be added to your accrued annual leave entitlement upon your return to work.

## **22. Childcare vouchers**

- 22.1 If you are participating in our childcare voucher scheme (or any other salary sacrifice scheme) you can either:
- remain in the salary sacrifice scheme and continue to receive contractual non-cash benefits throughout your maternity leave; OR
  - opt out of the scheme so your salary is higher for the purpose of calculating your maternity pay during the qualifying period.
- 22.2 If you wish to change your current arrangements regarding childcare vouchers (increase, decrease, opt in, opt out) you must inform Human Resources **in writing before the qualifying week**. Whatever

arrangement is in place by your qualifying week will then continue until you return to work at the end of your maternity leave.

- 22.3 If you remain in the scheme we will deduct the value of these non-cash benefits from CMP only as far as possible. If you choose to take CPM as a lump sum at the end of your maternity leave this value will be deducted from the lump sum before payment as far as possible.
- 22.4 Further information about the scheme is on the intranet.

### **23. Redundancy**

- 23.1 In the case of a job becoming redundant whilst the job-holder is on maternity leave, the Council will consider the employee for any other suitable alternative work that becomes available. The employee will have the right to be considered for such work, even though they are on maternity leave. Any such offer will be made before the current employment ends and the new employment will commence immediately to preserve continuous service.
- 23.2 If there is no such work available, the employee will be made redundant and receive redundancy pay in line with the statutory and contractual entitlements plus all maternity pay that they would otherwise have been entitled to.
- 23.3 Maternity leave counts as continuous service for redundancy purposes and does not adversely affect your right to a redundancy payment.

### **24. Industrial Action**

- 24.1 If industrial action or any other interruption of work makes it unreasonable for the employee to return on the date that she has specified, she may, instead, return when work resumes.

### **25. Probationary Period**

- 25.1 If you commence your maternity leave during your probationary period you will have your probationary period extended and will complete the outstanding period when you return to work.

### **26. Job Vacancies**

- 26.1 You will be kept informed of vacancies to enable you to apply for vacancies in the normal way during your maternity leave.

### **27. Concerns**

- 27.1 If you have any concerns in relation to your pregnancy you should contact your manager or Human Resources who will ensure that sensitive consideration is given to any issues raised. A counselling or occupational

health service is also available through Human Resources to offer support and advice if needed.

- 27.2 If an employee suffers a miscarriage or the baby dies before 24 weeks of pregnancy, the employee will be eligible for sick leave or possibly special/compassionate leave, according to the circumstances.
- 27.3 If a baby is stillborn or dies from 24 weeks of pregnancy, the mother is still entitled to maternity pay and leave.
- 27.4 If a baby is born prematurely, and survives, we will consider requests for extended leave on an individual basis.
- 27.5 Requests for reasonable time off for IVF treatment will be considered by your manager or Human Resources dependent on individual circumstances and operational business need. This time off will be unpaid.

**28. Enquiries and Change Control**

- 28.1 All enquiries relating to this document should be directed to Human Resources.
- 28.2 This policy will be subject to a review every two years and will be initiated by the Head of Human Resources and Organisational Development. Suggestions for any changes to this document should also be forwarded to the Head of Human Resources and Organisational Development.
- 28.3 Further information on maternity and paternity leave and pay is available from Human Resources.

**Revisions**

<b>Date of review or revision</b>	<b>Reason</b>	<b>Author</b>
April 2007	Increase in SMP	Lin Webster
April 2008	Increase in SMP	Lin Webster
April 2009	Increase in SMP	Lin Webster
April 2010	Increase in SMP	Lin Webster
May 2011	Changes in legislation	Bronwen Stacey
February 2012	SMP & SPP actual rates removed	Lin Webster
February/March 2014	Joint FHDC and SEBC policies	Victoria Abbott

Forest Heath District Council and  
St Edmundsbury Borough Council

Organisational Change &  
Redundancy Policy & Procedure

xx 2014

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**1. Introduction**

- 1.1 This policy sets out West Suffolk's approach to dealing with potential redundancies across the two councils – Forest Heath District Council and St Edmundsbury Borough Council (collectively known as West Suffolk). For clarity, where the term "the Council" is used in this document it covers all staff with contracts of employment with Forest Heath District Council or St Edmundsbury Borough Council.
- 1.2 It does not form part of employees' terms and conditions of employment and may be subject to change at the discretion of management and in consultation with recognised Trade Unions.

**2. Management Approach**

- 2.1 Although the Councils' policy is to avoid redundancies wherever possible, the needs of the business may from time to time require a reduction in the overall number of staff employed or organisational changes that result in some employees being made redundant.
- 2.2 Where this is necessary, the Council will ensure that:
- the total number of redundancies made is kept to a minimum;
  - employees and, where appropriate, their representatives are fully consulted on proposals and their implementation;
  - selection for redundancy is based on clear criteria that will, as far as possible be fairly applied;
  - every effort is made to redeploy or find suitable alternative work for employees selected for redundancy; and
  - support and advice is provided to employees selected for redundancy to help them find suitable work when their employment has come to an end.

**3. Consultation**

- 3.1 Full and meaningful consultation with recognised Trade Unions and staff affected by planned changes will be undertaken at the earliest opportunity.
- 3.2 The minimum consultation periods, for redundancies at one establishment, are as follows:
- 30 days before any redundancy notices are issued if 20-99 employees are to be made redundant within a period of 90 days,
  - 45 days before any redundancy notices are issued if 100 or more employees are to be made redundant within a period of 90 days.
- 3.3 Where redundancies are anticipated, at an appropriate stage, statutory information will be formally notified to the relevant Trade Unions. Individual employees will also be consulted in respect of their own particular circumstances.

- 3.4 In cases where it is anticipated there are fewer than 20 employees to be made redundant the Council will as a minimum, ensure there will be meaningful individual consultation, with all affected staff, not just those who may be made redundant.
- 3.5 Employees who are absent during a restructuring process e.g. due to sickness absence or maternity leave will be included, as far as reasonably practicable, in any consultation process which takes place. They should receive the same information as their colleagues. Those who are absent should be contacted individually by the Manager, to discuss the most appropriate way of including them in the appointment process.

#### **4. Selection pool**

- 4.1 The Council will identify the number of roles to be at risk of redundancy and will determine a pool, in consultation with Unison, from which employees will be selected for redundancy or for appointment to available employment. The pool will consist of employees who carry out the same, or similar, work and perform jobs that require similar skills and competencies. The employees may not be in the same department or location or work the same shift patterns or hours. When determining the redundancy pool the following circumstances could be considered:
- the work employees carry out on a day to day basis
  - the proximity of sites
  - the location of employees
  - the skills, behaviours and competencies that need to be retained
- 4.2 In some circumstances, it will not be appropriate to determine a pool, for example, where there is only one employee whose role is affected, or where a service area is being closed down completely.

#### **5. Selection criteria**

- 5.1 Once the selection pool has been determined, the specific criteria used in selecting employees either for redundancy, or for appointment to available roles, will depend on the circumstances and the particular needs of the Council at the time. The Council will, as far as possible, use criteria that are measurable and supported by documentary records, data or other evidence, for example, attendance records. Every effort will be made to construct a fair and robust set of criteria following appropriate consultation with Unison.
- 5.2 Some examples of criteria to be considered (this is not an exhaustive list) might be:
- Knowledge and Experience  
Reviewing the employees' knowledge of the role, customers and the organisation, the depth and breadth of their relevant experience

- Performance

Considering the employees' performance reviews

- Behaviour/attitudes in the workplace

Reviewing the employees' display of behaviours against the values and behaviours required in the role and by the Council.

- Attendance

Review of attendance records over a specific period (for example, 12 or 24 months) leading up to the redundancy process, discounting absences which are related to pregnancy, maternity or declared disability.

- Disciplinary records

Review of an employee's personnel file to determine any current disciplinary or capability records, or any matters of concern previously raised and discussed with the employee concerned.

## **6. Application and scoring of Criteria**

6.1 Individual employees who are placed at risk will be informed of the fact and invited to a meeting (on a one-to-one basis where practicable) at which they will be given an opportunity to make representations. They will be advised of their individual position, for example, confirmation of whether as the proposed structure stands they are considered to be a slot-in to a post, ring-fenced etc, and there will be an explanation of the selection process. Employees can be accompanied at these meetings by a Trade Union representative or a colleague.

6.2 There will be some situations where it appears that there is no post in a structure suitable for an existing employee (for example if all new posts require a particular qualification or skill set). In this case the employee will be made aware of their situation as early as possible and consultation will take place with a focus on securing any available and open suitable alternative employment in the Council.

6.3 Slot-in roles:

Where there is a clear match between specific jobs in the old and the new structure, these jobs will be identified at the earliest opportunity and post holders will be slotted into what is effectively the same job in the new structure provided that during the consultation period there are no significant changes which affect the role.

6.4 Ring-fence:

Where a role in the new structure differs from the old structure the post holders at risk will be ring fenced to the new role in accordance with the selection pool identified.

6.5 Matrix:

A redundancy selection matrix may be used to score each employee. The matrix will set out the criteria against which employees will be assessed in a clear and transparent manner. It will set out the scoring ranges and how much weight, or importance, is attached to each criterion. Consultation on the selection matrix criteria will take place with Unison.

6.6 Managers will score employees against the chosen selection criteria in a reasonable, fair and consistent manner, considering documentary evidence or other knowledge obtained about the employee. Employees will not be scored by comparing them against each other. Selection criteria will not be applied in a discriminatory manner, for example, on the basis of part-time status, pregnancy or maternity leave. If an employee within the pool for selection is disabled, the Council will make reasonable adjustments to the selection procedure to remove any unfair disadvantage that the disabled employee would otherwise face.

6.7 At least two officers will be involved in applying the criteria and the scores will be totalled; this will typically be two managers or a manager and an HR Business Partner who may meet to discuss the scores.

6.8 In some cases it will be appropriate to interview employees as part of the selection process. If this is the case, clear instruction about how the selection will be made will be given and more than one officer will be involved in the interview process.

**7. Staff selected for redundancy**

7.1 Once the matrices have been completed, employees who have been provisionally selected for redundancy will be invited to a meeting to discuss their overall score and how they scored against each criterion. They will be able to raise any concerns, objections or challenges about their score and can be accompanied by a Trade Union representative, or a colleague.

7.2 Serious consideration will be given to any comments raised by the employee, but the ultimate decision on selection will be made by the Council. The Council will inform the employee of its decision.

7.3 An employee who has been selected for redundancy and is dissatisfied with the way in which the Council has applied the criteria, or who believes that he or she has been unfairly disadvantaged by the selection criteria or has not been given a fair opportunity to put forward representations can appeal against his or her selection for redundancy. The employee should raise the matter initially with the line manager and/or Trade Union in an effort to resolve informally. Managers should take advice from HR as soon as they are contacted by an employee in this regard. If the issue remains unresolved, an employee may raise the matter via the Council's Grievance Procedures.

**8. Suitable alternative work**

- 8.1 The Council will make every effort to redeploy to suitable alternative work any employee who is at risk of redundancy. Such employees will be informed of where to find all the available vacancies in the Council and will be given an opportunity to discuss with their line manager which vacancies are likely to be suitable for them. While priority will be given wherever possible to employees at risk of redundancy, the Council reserves the right to select the best available candidate in relation to any given vacancy.
- 8.2 The HR team will also seek to identify any alternative vacancies and post all vacancies on the Council's joint intranet.
- 8.3 Additionally, where a redundant employee believes there is an available post within the Council that could be suitable, he/she should raise this with his/her line manager or HR at the earliest opportunity.
- 8.4 Efforts to identify suitable alternative employment will continue throughout the employee's notice period.
- 8.5 Employees have a separate legal entitlement to be offered any suitable alternative work that is available if they are made redundant while on maternity leave.
- 8.6 Where management believes an available alternative position may be suitable for a particular employee or where an employee has expressed an interest in an advertised position, the employee will generally be interviewed, if appropriate. The key purpose of the interview will be to establish whether or not the position is suitable for the employee, taking into account the employee's background, level of seniority, skills and type/level of experience, as well as the terms and conditions applicable to the post in question and its location.
- 8.7 Where a redundant employee is considered for an available alternative position, management reserves the right to make the final decision as to whether or not to offer the employee that position. If an offer of suitable alternative employment is made, but the employee unreasonably refuses to accept it, the employee will lose his/her right to a statutory redundancy payment.
- 8.8 If it is accepted that the alternative employment offered is not entirely suitable and/or the employee's refusal of the offer is reasonable in the circumstances, he/she will be treated as having been dismissed by reason of redundancy and will retain the right to a redundancy payment.

**9. Trial Period**

- 9.1 Where alternative employment is offered and accepted in a redundancy situation, the employee is entitled to a minimum trial period of four weeks; the trial period can be extended by agreement by a further 8

weeks if training needs are identified to enable the employee to meet the full requirements of the post.

- 9.2 The trial period is a statutory provision enabling both the Council and the employee to assess whether the post is genuinely suitable. The responsibility for monitoring performance and raising concerns during the trial period lies, in equal parts, with the employee and the line manager. Once concerns are raised, it is the responsibility of the manager to contact HR to take further advice and guidance.
- 9.3 If it is established the post is not suitable for the employee, his/her employment will be terminated for reasons of redundancy. Management reserves the right to make the final decision on this matter, although the views of the employee will be taken into account.
- 9.4 In the event that the Council decides to terminate the employee's employment at the end of the trial period, he/she will retain the right to a statutory redundancy payment. The relevant date for the purposes of calculating redundancy pay in these circumstances will be the date on which the employee's original job ended and not the date that marked the end of the trial period.

## **10. Support through the process**

- 10.1 The Council understands that redundancy can be a traumatic experience for an employee. Human Resources can support employees and managers throughout any restructure process. Employees can also contact and liaise with their recognised trade union for advice and support.
- 10.2 The Council will provide available support through the Learning and Development team, and employees will be signposted at the appropriate times.
- 10.3 Where an employee has been continuously employed for 2 years by the date his/her notice period ends, the employee is entitled to a reasonable amount of paid time off to look for alternative work and attend interviews and training. Employees wishing to take advantage of this opportunity should make the appropriate arrangements with their line manager. The amount of time taken should be reasonable and will be dependent upon individual circumstances.

## **11. Entitlement to redundancy payments:**

- 11.1 The calculation of redundancy payment is based on your age, length of continuous local government service, and your actual pay.
- 11.2 The Local Government (Early termination of Employment) Discretionary Compensation) (England and Wales) Regulations 2006 give LGPS Employers discretionary powers to pay lump sum compensation up to 104 weeks pay to employees who are eligible to join the LGPS and whose employment is terminated :

By reason of redundancy  
 In the interests of efficiency or  
 In the case of a joint appointment because the holder of the other appointment has left.

The Council will award 1.5 times the redundancy payment described in 11.1 above as the total compensation in cases of redundancy for all employees with over 2 years local government service.

- 11.3 You can calculate your entitlement at [INSERT LINK](#) on the Councils' intranet.

<b>Qualification</b>	<b>Under age 55</b>	<b>Aged 55 and over</b>
<b><i>All employees:</i></b>		
Less than 2 years continuous service	No entitlement	No entitlement
More than 2 years continuous service	Redundancy payment	Redundancy payment
<b><i>PLUS - for pension scheme members only:</i></b>		
Less than 3 months scheme membership	Refund of pension contributions	Refund of pension contributions
More than 3 months scheme membership	Preserved pension benefits	Immediate payment of pension benefits

## 12. **Voluntary redundancy**

- 12.1 In order to minimise the need for compulsory redundancies, the Council may consider requests from employees for voluntary redundancy.
- 12.2 The Council reserves the right at its absolute discretion to offer or decline requests for voluntary redundancy, and to offer discretionary terms for voluntary redundancy appropriate at the time.
- 12.3 Pension entitlements are the same for redundant employees whether the redundancy is compulsory or voluntary.

## 13. **Termination of employment**

- 13.1 Managers will meet with an employee to confirm the decision to terminate their employment for reasons of redundancy. An employee can be

accompanied by a Trade Union representative, or colleague. Following this meeting the decision will be followed up in writing setting out:

- full details of the notice period, clearly stating the actual leaving date
- the amount of the redundancy payment
- confirmation that the sum will be paid with the employee's final salary payment
- confirmation of arrangements with regard to annual leave
- pension details, if applicable

**14. Appeal**

14.1 Any employee who has been dismissed for reasons of redundancy may appeal against the decision. The appeal must be made in writing within 10 working days of the date of the dismissal letter and must clearly state the grounds on which the appeal is based. The Appeal will be heard in accordance with the Councils Appeals Procedures.

**15. Enquiries and Change Control**

15.1 All enquiries relating to this document should be directed to Human Resources.

15.2 This policy will be subject to a review every two years and will be initiated by the Head of Human Resources and Organisational Development. Suggestions for any changes to this document should also be forwarded to the Head of Human Resources and Organisational Development.

15.3 Further information on organisational change & redundancy is available from Human Resources and on the Councils' intranet.

**Revisions**

<b>Date of review or revision</b>	<b>Reason</b>	<b>Author</b>
December 2013	Aligning FHDC and SEBC policies	Wendy Canham