

SCHEDULE C2

FURTHER PROVISIONS CONCERNING MEANING OF “REMUNERATION”

Power to agree notional remuneration

8.—(1) A LGPS employer may from time to time enter with the bodies or persons representative of any class or description of its employees into an agreement specifying the method by which there shall be determined—

- (a) an amount representing the whole of the remuneration, in respect of the period during which the agreement remains in force, of a member of that class or, as the case may be, an employee of that description, or
- (b) such part of his remuneration in respect of that period as is so specified.

(2) Where such an agreement is in force, then the whole or, as the case may be, the specified part of the remuneration of an employee who is a member of the class or, as the case may be, is of the description specified, shall, in respect of the period during which that agreement remains in force and the employee remains in employment with the LGPS employer in question as an employee of that class or description, be deemed for the purposes of these regulations to be the amount determined in accordance with the method specified.

(3) Where a LGPS employer enters into an agreement under sub-paragraph (1), they shall notify in writing every employee of theirs who is a member of a class or, as the case may be, an employee of a description, to which the agreement relates, including in the notification a conspicuous statement directing the attention of the employee to the place where he may obtain information about details of the agreement.

- (4) The notification required by sub-paragraph (3) shall be sent to an employee—
- (a) if he is in the employment of the LGPS employer on the date the agreement was made, as soon as is reasonably practicable after that date; and
 - (b) if he enters the employment later, within three months after entering it.