

SCHEDULE C2

Regulation C2.

FURTHER PROVISIONS CONCERNING MEANING OF “REMUNERATION”

Part-timers

1. For the purpose of calculating a member’s standard contributions under regulation C4, the remuneration of a part-time employee for any period (other than a period during which he was absent from duty by reason of illness or injury with reduced or no remuneration) is to be taken to be the remuneration he would have received if during that period he had worked no more and no less than the contractual hours.

Statutory payments during absence

2. Subject to paragraph 3(b), for the purpose of calculating a member’s standard contributions under regulation C4, any reduction in remuneration by reason of the actual or assumed enjoyment by the employee during any period of absence from duty of any statutory entitlement shall be disregarded.

3. For the purposes of regulation C6—

- (a) a woman’s remuneration includes any statutory maternity pay payable to her under the Social Security Contributions and Benefits Act 1992(1), and
- (b) in calculating the contributions which an employee would have been required to make under regulation C4, regard shall be had to any reduction in her remuneration during a period of maternity absence by reason of the actual or assumed enjoyment of such statutory maternity pay.

4. In regulation C7 “remuneration” does not include any guarantee payment under Part II of the Employment Protection (Consolidation) Act 1978(2).

5. For the purpose of calculating the amount of any benefit payable under these regulations to a person to whom regulation C8 applies, his remuneration in respect of any period of his relevant service (as defined in that regulation) shall be deemed to be the amount by reference to which the calculation would have been made if he had continued to be employed in his former employment.

Additional periodical payments: “remuneration for the time being”

6.—(1) Subject to sub-paragraph (2), for the purposes of regulations C11(1) and C15(1), in relation to any additional periodical payment falling to be paid by a member, his remuneration for the time being is the remuneration received by him for the interval at the end of which the payment falls to be paid.

(2) For the purposes of sub-paragraph (1)—

- (a) a member is to be taken to have received for any period for which, while a contract of employment subsisted, he was absent from duty with reduced or no remuneration (otherwise than by reason of illness or injury) the remuneration that he would have received but for his absence from duty, and
- (b) any reduction in remuneration by reason of the actual or assumed enjoyment by the member during any period of absence from duty (other than a period of maternity absence), of any statutory entitlement shall be disregarded.

(1) 1992 c. 4.
(2) 1978 c. 44.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Motor vehicles

7. Where a member's contribution under regulation C2 or C3 of the 1986 regulations in respect of a period including 31st December 1992 was based on a remuneration which, for the purposes of the 1986 Regulations as in force at that date, included an amount representing the money value to him of the provision of a motor vehicle, then the money value to him of the provision of such a vehicle shall be treated as included in his remuneration for the purposes of these regulations until the earlier of—

- (a) the date on which he ceases to be employed by the employing authority who were employing him on that date; or
- (b) the date on which a motor vehicle is no longer provided for him.

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.