

EMPLOYMENT MATTERS COMMITTEE

EXCESS TRAVEL POLICY

10 FEBRUARY 2010

Report from: Tricia Palmer, Assistant Director, Organisational Services

Author: Sandra Steel, Employee Services Manager

Summary

The report provides Members with a means to consider whether the current Excess Travel Policy is viable and if not to consider a revised policy.

1. Budget and Policy Framework

1.1 The Policy lies within the Council's policy and budget framework and the Committee's terms of reference. Therefore, this is a matter for the Employment Matters Committee.

2. Background

2.1 On the 2 November 2009 the Joint Consultative and Negotiating Committee (JCNC) heard a collective grievance from a number of employees in relation to both car parking issues at Gun Wharf and excess travel payments they believed they were entitled to under the National Agreement on Pay and Conditions of Service for Local Government Employees (Green Book). The minutes of this meeting are attached as appendix one.

2.2 The council's response to the grievance (attached as appendix two) in relation to the excess travel issue was that that under the current excess travel policy (attached as appendix three) those employees with a mobility clause within their contracts were not entitled to receive an excess travel payment.

2.3 As appendix one explains, the outcome of the grievance hearing was that Members did not uphold the grievance but there was an undertaking to review the excess travel policy at a future Employment Matters Committee to consider whether it was still viable.

3. Advice and analysis

- 3.1 It is recommended that the discretion to pay excess travel should remain but eligibility should be made more explicit within the policy.
- 3.2 The Green Book provision allows for local discretion as to how the scheme is applied and Medway Council, in April 1998 agreed a policy (attached as appendix four) allowing only those who do not have a mobility clause within their contract of employment to be eligible to claim if they met the criteria. In addition to this excess travel was also payable under the redeployment policy allowing redeployees to claim any additional home to work travel costs incurred upon accepting suitable alternative employment to avoid redundancy.
- 3.3 The Medway Council contract of employment has contained a mobility clause since the council's inception in April 1998. All employees are now on Medway Contracts but in the early days of Medway Council some staff transferred from their previous authority (i.e. Rochester Upon Medway City Council, Gillingham Borough Council and Kent County Council) on a Statutory Transfer Order and retained their previous terms and conditions of employment until the pay and grade review was undertaken in April 2002 after which all employees moved onto Medway Council contracts.
- 3.4 This means therefore that there should be no Medway Council employees who do not have a mobility clause within their contract and therefore lends the question as to whether there is a need for an excess travel policy at all.
- 3.5 However, it is recommended that the council retain the provision for the following two circumstances:
- a) the employee has been successful in gaining suitable alternative employment at the same grade or below to avoid redundancy or dismissal on the grounds of ill-health which has resulted in additional home to work travelling costs;
 - b) exceptional circumstances as agreed by the Director and Assistant Director, Organisational Services on an individual basis.
- 3.6 A revised excess travel policy is attached as appendix five for Members consideration.

4. Consultation and Communication

- 4.1 It is considered that consultation was not required in this instance as the principles of the policy have not changed even though some elements have been made explicit.

5. Risk Management

5.1 The risks of not clarifying the position regarding Excess Travel are that there is a danger that:

- i) confusion may arise in the future as has happened in the case of the group grievance;
- ii) excess travel payments may be made inconsistently throughout the organization; and
- iii) excess travel payments are made when they should not be.

6. Financial and legal implications

6.1 The financial implications would amount to the cost of excess travel payments being made to staff who are eligible and will be met by the relevant directorate's budget.

6.2 There are no legal implications arising from this report.

7. Recommendations

7.1 That the revised Excess Travel Policy, as set out in appendix 5 to the report, be agreed.

Lead officer contact

Sandra Steel, Employee Services Manager, HR Services
Sandra.steel@medway.gov.uk Tel 01634 334083

Background Papers:

JCNC report

National Conditions on Pay and Conditions of Service

Group Grievance submitted by UNISON

Medway Council
JOINT CONSULTATIVE AND NEGOTIATING COMMITTEE

19 NOVEMBER 2009

6.00pm to 7.05pm

RECORD OF THE MEETING

PRESENT:

Employer Representatives: Councillors Andrews, Avey, Kenneth Bamber, Carr, Crack, Juby, Mackinlay, Maple and Mrs Shaw.

Employee Representatives: Ms S Calder - NUT
Mr M Barton – Voice the Union
Mr M Ongley - GMB

In attendance: Mrs T Palmer (Assistant Director - Organisational Services)
Ms S Steele (Human Resources Policy Officer)
Mr P Holland (Committee Co-ordinator)

1 RECORD OF THE MEETING

The record of the meeting held on 6 December 2007 was agreed and signed as correct subject to receiving assurances that actions arising from the minute referring to the Council's Learning and Development Policy had been pursued in relation to "Managing Change".

2 DECLARATIONS OF INTEREST

Councillor Maple declared a personal interest in all items on the agenda insofar that he is a Trade Union employee (GMB) and retained his right to speak and vote on the items.

Councillors Carr and Mackinlay declared personal interest on agenda item 4 (Collective Grievance) as they were both Trustees of the Fort Amherst Trust and the Council currently uses part of the Fort Amherst car park for Council employees.

3 APOLOGIES FOR ABSENCE

Apologies for absence were received from Councillor Maisey and Ms J Harris (NASUWT), Ms T Earnshaw (UNISON) and Mr D Coleman (UNISON).

4 COLLECTIVE GRIEVANCE

Discussion:

Mr S Bolton (UNISON) outlined the UNISON case in the collective grievance between UNISON members and the Council as set out in appendix 1 of the report and stated that UNISON had requested that this grievance be brought to the attention of this committee.

Mr Bolton reported that the grievance was predominantly from a group of Revenues and Benefits staff who used to work at the Municipal Buildings in Gillingham. These staff claim that they have been denied access to the reimbursement of the costs of additional travel arising from a compulsory change in an employee's workplace and that they had been denied access to claiming for parking fees when there was no reasonable alternative means of free parking.

Mr Bolton responding to the Council's response to the collective agreement stated that the members of the Revenue and Benefits team had never received new contracts which contained a mobility clause and were therefore entitled to claim for both excess travel and for car parking fees. It was noted that these employees should be able to claim as Gun Wharf was not their "normal place of work"

The Assistant Director, Organisational Services stated that after the 2002 Pay and Grade Review all Council employees had a mobility clause in their contracts and at that time the inclusion of a mobility clause was not raised by employees and noted that Gun Wharf was now the normal place of work for the majority of the Council's employees. It was noted that the Council whilst accepting that there would not be enough car parking for all employees had put into place alternative parking at Fort Amherst, the Compass Centre and Chatham Historic Dockyard and the Council ran a car share scheme. She expressed her sympathy especially for people in part-time or low paid jobs who had been affected financially by the move to Gun Wharf in respect of car parking fees but stated that they were prepared to look at cases on a case-by-case basis to try to ensure that employees are not struggling. She stated that after checking all contracts there was only one employee from the Revenue and Benefits section who did not have a mobility clause in their contract.

The Assistant Director, Organisational Services stated that the subject of the mobility clause within contracts had been discussed with the legal department who had advised that the Council was complying within legal guidelines

Members stated that there was a need to ensure that policies are kept up to date and asked that the Excess Travel Policy be brought to the Employment Matters Committee on 20 February 2009. Members also asked officers to

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investigate whether there were any employees who did not have a mobility clause in their contract.

Members were happy that officers had correctly carried out the Council's policy on excess travel and subsistence in relation to not allowing Medway Council employees to receive either an excess travel allowance or reimbursement for car parking at their place of work.

Members also were satisfied that the Council had endeavoured to provide as many car parking spaces as possible for those who do not have access to a car parking space and had implemented schemes to enable and encourage alternative methods of getting to work.

The committee agreed to dismiss the case on the grounds that Medway Council was following agreed policy and procedure and ask officers to agree to consider the payment of excess travel to individuals with no mobility clause in their contracts.

The committee asked the Employment Matters Committee to consider the Excess Travel Policy to its meeting on 10 February 2010 to consider if it was still viable.

Chairman

Date

Peter Holland

Committee Co-ordinator

Tel: 01634 332011

Email: peter.holland@medway.gov.uk

JOINT CONSULTATIVE AND NEGOTIATING COMMITTEE

2 NOVEMBER 2009

COLLECTIVE GRIEVANCE – CAR PARKING

Report from: Tricia Palmer, Assistant Director, Organisational Services

Summary

The report sets out Medway Council's response to the collective grievance received from Simon Bolton Regional Organiser UNISON on behalf of a number of members.

1. Background

- 1.1 The council made a substantial re-location of over 1400 employees in the period leading to April 2009 when it moved to its new headquarters located at Gun Wharf, Dock Road, Chatham.
- 1.2 Prior to the move staff were employed at various sites across Medway, the main being:
 - Civic Centre, Strood,
 - Municipal Buildings, Gillingham,
 - Compass Centre, Chatham maritime, and
 - Kingsley House, Gillingham
- 1.3 At most of these sites there was sufficient free on-site and nearby free street parking to accommodate all those who chose to drive to work.
- 1.4 However, this situation is not reflected at Gun Wharf where there is insufficient free parking for all those wishing to park.
- 1.5 The council is sympathetic to all employees who are unable to find parking at Gun Wharf as easily as they could at their previous work location. Indeed, the council has made every effort to find as many car parking spaces as it can both on or as near to the Gun Wharf site as is possible to accommodate all those who need them.
- 1.6 However, it is accepted that there are not enough car parking spaces for everyone who wants one and this position has always been made clear in communications to staff.
- 1.7 It should be noted that it is common for many employers including other local authorities not to provide free parking for their staff.

2. Advice and analysis

2.1 The Council's position in response to the grievance is as follows:

2.2 The UNISON case refers to the *Medway Managers Personnel Handbook* which is now obsolete and has been replaced by the HR Services website (2007).

2.3 The UNISON case refers to the council's policies on excess travel and car parking fees. These are attached as appendices one and two.

2.4 National Agreement on Pay and Conditions of Service for Local Government Employees

2.5 All the employees who have signed the collective grievance are covered under the national conditions of service (Green Book). Para. 13.2 of the green book under "Reimbursement of expenditure" states:

"Employees will be reimbursed the additional costs arising from a compulsory change in their place of work, according to locally negotiated schemes establishing approved items of expenditure and periods of reimbursement".

2.6 The Council has two *locally negotiated schemes* that relate to the grievance, these being the reimbursement of car parking charges and excess travel. Both schemes were agreed by Personnel Sub-Committee in April 1998.

2.7 Reimbursement of car parking charges (appendix one)

This falls under the Travel and Subsistence Policy which clearly states that the Council will not reimburse car parking charges to staff for parking at their normal place of work (see appendix one, para.10)

2.8 Excess travel (appendix two).

2.9 Section 1.5 of the Excess Travel scheme states that employees who have a mobility clause included within their contract of employment will not be eligible for reimbursement.

2.10 The Medway Council contract (example attached as appendix three) contains a mobility clause which states the following:

Normal Place of Work: Your normal place of work is the (enter location). However, you may be required to work at any location within the Medway Towns having been given reasonable notice of the change of workplace.

2.11 Excess travel was widely used when Medway Council was formed as part of local government reorganisation to accommodate changes in workplace for those who were required to move under a Statutory Transfer Order (STO). Those employees who did not transfer under an STO and were

appointed new to the organisation were given Medway Council contracts containing the mobility clause.

2.12 Those employees who were STO's moved over to Medway Council contracts in April 2002 following the pay and grade review. From 2002 all employees were employed on a Medway Contract containing a mobility clause.

2.13 The mobility clause states that a reasonable amount of notice needs to be given to the employee of the change of workplace. Employees were given a lengthy period of notice of the proposed change of workplace and were kept up to date on progress of the move via a dedicated email address and the Gun wharf newsletter. Trade unions were officially briefed by John Murphy, Employee Relations Manager on 25 May 2007.

3 Consultation

3.1 The Council has sought resolution to the grievance by consulting with trade unions and staff at the Corporate Consultative Committee and also at the quarterly meeting with the Chief Executive.

3.2 Consultation with staff prior to the move to Gun Wharf was extensive and included all the HR issues relating to the move. Car parking was an emerging issue and in anticipation of this a staff travel survey was undertaken to find out what modes of transport employees would be using to travel to Gun wharf and whether they would consider changing to an alternative. Taking into account the responses of the questionnaire the Council introduced a variety of "green" measures to give employees an alternative to driving to work. These included:

- the installation of a cycle shed
- changing and showering facilities,
- a public car parking season ticket scheme payable through individual salaries on a monthly basis; and
- a reduced concessionary bus season ticket scheme.

3.3 These were in addition to the other schemes already in place, ie

- interest free loan schemes for motorbike and cycle
- car sharing scheme
- flexible working initiatives

3.4 The council has now exhausted all the spare car parking in and around the Gun Wharf area. It currently rents spaces at Fort Amherst and the Historic Dockyard and there is also parking available at the Compass Centre with a mini-bus provision from the Compass Centre, through the Historic Dockyard for those who do not wish to walk to Gun Wharf

3.5 Responsibility for the allocation of spaces lies within the Directorates and line managers are asked to give due consideration to those employees who are both essential car users and also those who may have special needs such as those with caring responsibilities or those with partial disabilities or

impairments. The Assistant Director, Organisational Services has endeavoured to work with the trade unions and directorates to try to resolve individual issues and in many instances this has been successful.

4. Risk Management

4.1 As the council is not in a position to provide additional free parking spaces the current position will remain unchanged.

5. Financial and legal implications

5.1 Financial implications

There is currently no funding available to reimburse travel and car parking costs as a result of the move to Gun Wharf.

5.2 Legal implications

The subject of the mobility clause within contracts has been discussed with the legal department who have advised that the council is complying within legal guidelines.

6. Recommendations

6.1 That Members give due consideration to the collective grievance as submitted by UNISON and in doing so take into account the following:

- the council's policies on excess travel and subsistence do not allow for Medway Council employees to receive either an excess travel allowance or reimbursement for car parking at their place of work;
- the Council has endeavoured to provide as many car parking spaces as is possible and for those who do not have access to a car parking space has implemented schemes to enable and encourage alternative methods of getting to work.

6.2 That Members dismiss the case on the grounds that Medway Council is following agreed policy and procedure.

Lead officer contact

Tricia Palmer, Assistant Director, Organisational Services.

tricia.palmer@medway.gov.uk

Background Papers:

National Agreement on Pay and Conditions of Service for Local Government Employees

EXCESS TRAVEL (EXISTING POLICY)

1.0 Reimbursement

- 1.1 Reimbursement of the costs of additional travel arising from a compulsory change in an employee's workplace will be made on the basis of the difference in cost between:
- (a) their home and their old place of work and
 - (b) their home and new place of work
- 1.2 Reimbursement will be made for a period of 3 years. Where an employee moves home, nearer to their new place of work, this payment will be recalculated, based on the revised travel costs.
- 1.3 Reimbursement will be based upon either:
- (a) the cost of second-class public transport
 - (b) mileage based on the essential user mileage rate over 8,500 miles applicable to the cc of the car for vehicles up to 1450 cc
 - (c) for lease car users and those in receipt of a special allowance, the appropriate petrol rate
 - (d) for motorcycle and cycle users, the appropriate mileage rate
- 1.4 Reimbursement will not be made to employees who move to a higher graded post as a result of the relocation. (In exceptional circumstances, where this may cause hardship, discretion to pay excess travel will be at Directorate level).
- 1.5 Employees who have a mobility clause included within their contract of employment will not be eligible for reimbursement.

2.0 Procedure for Claiming Excess Travel

- 2.1 The employee must complete a 'Change of Employment Location Details' form (see section five – appendix 1) and pass all three copies to Directorate Personnel Manager (DPM).
- 2.2 The DPM calculates the daily allowance to be claimed i.e. public transport costs or mileage rate x number of miles and enters the appropriate daily amount of allowance claimable on the form. At the same time the DPM should note the payable period and 'flag' the expiry date on the Personnel system (taking into account any variations applicable to STO's).
- The **white** copy is held on the employees personal file;
 - The **blue** copy is passed to the employee so he/she knows how much to claim;
 - The **yellow** copy is passed to the manager to ensure that the amount claimed by the employee is correct.

Claim Form PMC 014 (see section five – appendix 2) is to be completed by the employee, passed to their manager for certification and then passed to Payroll no later than the 5th of each month for payment

11.9 Definitions

(a) **A Week's Pay**

The term "a week's pay" for employees whose remuneration for normal working hours does not vary with the amount of work done in the period, is the amount payable by the authority to the employee under the current contract of employment for working her normal hours in a week. Where there are no normal working hours, a week's pay is the average remuneration in the period of 12 weeks preceding the date on which the last complete week ended, excluding any week in which no remuneration was earned.

(b) **Childbirth**

Childbirth means the live birth of a child, or a still birth after a pregnancy lasting at least 24 weeks

(c) Nothing in the above provisions shall be construed as providing rights less favourable than statutory rights.

12. Car Allowances

- 12.1 Where an employing authority authorises an employee to use a private car on official business, the employee will receive an allowance in accordance with the provision set out in Part 3 Section 6.

13. Reimbursement of Expenditure

- 13.1 Employees necessarily incurring additional expense in the course of their work in respect of travel, meals or overnight accommodation will be reimbursed approved expenses, subject to appropriate evidence of expenditure being produced, in accordance with local arrangements.
- 13.2 Employees will be reimbursed the additional costs arising from a compulsory change in their place of work, according to locally negotiated schemes establishing approved items of expenditure and periods of reimbursement.

EXCESS TRAVEL – PROPOSED REVISED POLICY

1.0 Entitlement

1.1.1 Employees who have a mobility clause included within their contract of employment will not be eligible for reimbursement under this scheme unless they fall within either of the following two categories:

- a) the employee has been successful in gaining suitable alternative employment at the same grade or below to avoid redundancy or dismissal on the grounds of ill-health which has resulted in additional home to work travelling costs;
- b) exceptional circumstances as agreed by the Director and Assistant Director, Organisational Services on an individual basis.

2.0 Reimbursement

2.1 Reimbursement will be made on the basis of the difference in cost between:

- (a) the employee's home and their old place of work and
- (b) the employee's home and new place of work

2.2 Reimbursement will be made for a period of three years. Where an employee moves home, nearer to their new place of work, this payment will be recalculated, based on the revised travel costs.

2.3 Reimbursement will be based upon either:

- (a) the cost of second-class public transport
- (b) mileage based on the essential user mileage rate over 8,500 miles applicable to the cc of the car for vehicles up to 1450 cc
- (c) for lease car users and those in receipt of a special allowance, the appropriate petrol rate
- (d) for motorcycle and cycle users, the appropriate mileage rate