



# JOINT NEGOTIATING COMMITTEE

## AGENDA

**MONDAY 8 SEPTEMBER 2014 AT 6.30 PM**

**GADE ROOM, CIVIC CENTRE, HEMEL HEMPSTEAD**

### **MEMBERS:**

Councillors: Adeleke, B Chapman, Harden (no voting rights), McLean, D Rance, G Sutton, and Whitman.

### **TRADE UNION:**

Will Cherry, Dean Lloyd, William O’Gorman and Christopher Pledsted.

### **OFFICERS:**

Paul O’Day, Corporate Health and Safety Lead Officer; Matt Rawdon, Group Manager (People); Anne Stunell, Human Resources Team Leader; and Pat Duff, Member Support Officer.

### **Agenda Item**

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## **1. APOLOGIES FOR ABSENCE**

To receive any apologies for absence.

## **2. MINUTES**

To confirm the minutes of the meeting held on 2 June 2014 (Appendix A, page 17).

## **3. MATTERS ARISING**

To discuss any matters arising from the last meeting held on 2 June 2014.

## **4. HEALTH AND SAFETY UPDATE**

Paul O'Day, Corporate Health and Safety Lead Officer, to provide an update at the next meeting.

## **5. CAR USERS POLICY**

(A Stunell, Human Resources Team Leader)

To discuss the Car Users Allowance.

Annex A - DBC Staff Car Leasing Scheme (page 2)

Annex B - DBC Policy on Car Allowance Payments (page

**Annex A**

### **STAFF CAR LEASING SCHEME**

#### **1. GENERAL**

1.1 This document details the arrangements and conditions for providing cars to employees under the Council's Car Leasing Scheme ("the Scheme"). Eligible employees are:-

- (1) all employees in posts which the Council has designated as Frequent or Low Car Users; and
- (2) all Chief Officers and all employees whose posts are Band 11 or above (together referred to in this Scheme as "Senior & Chief Officers").
- (3) In posts that are part of the establishment i.e. successfully completed your probation period.

1.2 Most of the provisions of this Scheme apply to all participating employees. Certain provisions refer to "Senior & Chief Officers" and apply only to such employees (whether or not they would also qualify to participate under paragraph 1.1 (1).

1.3 In general terms, under a leasing scheme the Borough Council would provide cars to eligible employees that could be used for business and private travel. The employees would be liable to tax in line with the Inland Revenue Car Benefit Scheme in respect of private use and would reclaim from the Council petrol costs in respect of business use.

1.4 Employees wishing to apply for a car should study all the conditions before entering into a commitment.

1.5 Employees shall be deemed to have accepted the conditions set out below upon taking possession of the car.

1.6 The scheme is based on a car leasing contract between Dacorum Borough Council ("the Council") and the leasing company ("the Company") under which the

Company, who retains ownership, issues a car to the Council for a period of three years. The employee to whom the car is allocated ("the User") has no contractual relationship with the Company. Servicing, repairs, maintenance, and disposal of vehicles will be administered by the Company. The Council will administer insurance.

- 1.7 The administration of the Scheme is the responsibility of the Group Manager (Commissioning, Procurement & Compliance).
- 1.8 The Scheme is optional for all eligible employees. Chief or Senior Officers may as an option to taking a car lease, be paid a lump sum equivalent to the Council's contribution to lease costs. This sum will be fixed for 36 months payable monthly and taxed at the User's highest rate of tax. Employees deciding on this option are also eligible for a Council Car Loan. Employees may also take a car of lesser value than the Council's contribution and receive the balance as an addition to monthly salary.
- 1.9 Chief or Senior Officers taking the option of the cash lump sum may, during the 3 year period decide to opt back into the lease scheme. In this case the Council's contribution, until the termination of the lease, will be based upon the lump sum fixed at the commencement of the 3 year period or the current rate in operation at receipt of the car, whichever is the lower.
- 1.10 Users will have no liability for routine maintenance, road fund tax and insurance. Users will be responsible for day-to-day maintenance, such as ensuring that the car is clean, has oil and that tyre pressures are correct. Additional costs due to deliberate abuse, or wilful neglect may be charged to the User as detailed in this document.
- 1.11 Instructions from the Company will be supplied with the car, together with other appropriate documentation. These instructions must be followed in conjunction with all other instructions and advice given by the Company.
- 1.12 The conditions of the Scheme may be varied from time to time at the discretion of the Council based on experience and changing circumstances. Fundamental changes will not take place until consultations have taken place with staff representatives.
- 1.13 Applicants will be charged for the lease car on their predicted combined annual business and private mileage. This should be reviewed by the individual annually and the charge may be adjusted if the predicted mileage varies. The charge will be amended when the predicated mileage is 10% higher or 10% lower than the predicated mileage.

## **2. APPLICATION**

- 2.1 The employee should select the car required, including colours of body, upholstery and extras. Advice on the charges for different types of models of car may be obtained from the Group Manager (Commissioning, Procurement & Compliance) before the final choice is made.
- 2.2 Applications on the form supplied by the Group Manager (Commissioning, Procurement & Compliance) shall be submitted to the relevant Corporate Director for approval. The form should then be submitted to the Group Manager (Commissioning, Procurement & Compliance) who will approve the ordering of the

car subject to the application being in accordance with the requirements of this Scheme.

- 2.3 The Group Manager (Commissioning, Procurement & Compliance) will notify the User when the application is approved and will notify the User of the contribution payable by him (the "User's contribution"). A date of delivery will be given as soon as it is available. The contribution payable will be based on the cost of the car to the Council at the date of delivery and is therefore subject to change after submission of an application. Every effort will however be made to avoid such variations. The leasing period will commence from the date of delivery of the car to the User.
- 2.4 The car will be ordered from the Company and subsequent communication will be between the User and the Company.
- 2.5 Lease car applications will only be accepted if the CO2 emissions are 125g/km or lower. This figure will be reduced to 120g/km by 2015. These figures are based on the recommendations from HMRC.

### **3. TERMS OF LEASE**

- 3.1 When an employee takes possession of a car under this Scheme, any outstanding car loan from the Council will be repaid in full. Where difficulties are experienced in the sale of the existing car, subject to the agreement of the Assistant Director (Finance and Resources), the monthly car loan instalments will be deferred for a maximum period of three months, at which time the loan will be repaid.
- 3.2 Repayment of the car loan will be based on the principal outstanding at the time of repayment together with any accrued interest from the date of the last monthly repayment.
- 3.3 The Council reserves the right to supply a car that is not new, if it has been released following the termination of use by another employee of the Council. In such cases, the period of use will be the unexpired portion of the three year period and the User's contribution that was payable when the car was first supplied.
- 3.4 The User must not sell, assign, transfer, change or dispose of the vehicle or attempt to do so.

### **4. SPECIFICATION OF CAR**

- 4.1 Cars will be to the manufacturer's standard specification. Factory fitted options and dealer-fitted accessories can be fitted before delivery of the car. The cost of these extras will be reflected in the User's contribution. Accessories can also be fitted after delivery at the User's expense. Any costs of returning the car to original condition after removing accessories will also be borne by the User, as will any costs of removing accessories and making good afterwards. An official car dealer must carry out any additions to the car to a high standard. If this is not complied with, the Council may remove the same and reinstate the vehicle as closely as possible to its previous condition at the User's expense. When accessories remain fitted the additional cost of supplying these extras, or their value, will not be reimbursed to the User by the Council at the end of the leasing period.
- 4.2 Front floor mats will be fitted in all cars.

## **5. USE OF CAR**

- 5.1 The car may be used for normal social, domestic and pleasure purposes by the User and his/her immediate family who are properly qualified drivers. In this context immediate family is considered to be people who live in the same dwelling as the lease car user. The car shall be available at all reasonable times (non-availability for repairs and servicing excepted) by the User for Council business. The Council may place restrictions on certain types of car.
- 5.2 Use by the immediate family is restricted to normal social, domestic and, pleasure purposes and does not include business use.
- 5.3 'Immediate family' includes spouses, children and common law spouses who permanently reside with the User. Use by any other persons requires the express permission of the Insurance & Risk Manager. A Drivers Information form should be obtained from the Group Manager (Commissioning, Procurement & Compliance). This should be completed and returned together with a photocopy of the person's entire driving licence.
- 5.4 All Council Business mileage shall be undertaken in the leased car unless specific approval has been given to use an alternative means of travel.
- 5.5 With the exception of Greater London, Officers will be expected to travel by leased car whilst on official Council business. An Officer will not receive frequent or low user payments or be reimbursed for travel on public transport without prior approval from his/her manager.

## **6. INSURANCE**

- 6.1 Comprehensive insurance cover will be provided for the User, and for any person driving with the express permission of the Assistant Director (Finance and Resources), provided that the person driving holds a licence to drive such a vehicle or has held and is not disqualified from or obtaining such a licence.
- 6.2 The policy provides cover in respect of a Personal Accident Death benefit of £5,000, should the driver of the vehicle suffer accidental injury while travelling in or getting into or out of the vehicle, if the injury, within 3 months of the accident, directly results in death, total and permanent loss of sight in one or both eyes or loss of one or more limbs. This benefit will not apply in the event of suicide or attempted suicide or for any person who is less than 17 or more than 70 years of age.
- 6.3 In the absence of any other more specific insurance being in place, the policy provides cover to the value of £250 in respect of loss of, or damage to rugs, clothing and personal effects whilst in or on the insured vehicle. This cover is subject to policy terms, and conditions.
- 6.4 The policy automatically provides cover in respect of trips to member countries of the European Community.

Drivers should remember to take their certificate of insurance with them.

However permission is required from the Leasing Company prior to taking the vehicle abroad.

Drivers should contact the Leasing Company and request a Letter of Authority and a VE103 Certificate. Details of telephone numbers can be found in the Drivers Handbook.

Drivers should also check with the Leasing Company that their breakdown and recovery insurance covers the vehicle whilst abroad. If not, it is strongly recommended that the driver extend the UK cover.

- 6.5 On leaving the scheme and providing there have been no claims on the insurance by the User, a declaration can be issued by the Insurance and Risk Manager to that effect. This may be accepted by other insurance companies to enable a 'no claims bonus' to be obtained on any subsequent car insurance.
- 6.6 In the event of the User, or a person allowed by him/her to drive the leased car, being convicted of any offence, other than a parking offence, but not being disqualified from driving, in connection with any motor vehicle, during the period of participating in the Scheme, the Council reserves the right to give written notice to the User restricting the use of the leased car. The User shall comply with such notice. All such convictions must be notified to the Insurance & Risk Manager immediately.
- 6.7 The User shall not make use of the vehicle in contravention of the terms and conditions of the insurance policy nor do any act which may invalidate such insurance.
- 6.8 All accidents and damage (however slight) must be reported to the Insurance and Risk Manager when they occur. If necessary a claim form will then be issued for completion and returned together with an estimate for the repairs. The User will then be advised when repairs may proceed.
- 6.9 The Council requires the user to be responsible for an excess in the event of a claim. The amount of the excess to be charged to the User to be advised by the Insurance and Risk Manager.
- 6.10 The Council reserves the right to change the policy cover from time to time on the advice of the Insurers and will subsequently inform the User.

## **7. INCOME TAX**

- 7.1 Income tax will be payable by the employee on a leased car. The rules and regulations with regard to tax often change and employees are advised to enquire to their tax office with regard to the current position.

## **8. PENSIONS**

- 8.1 For those staff who joined the Dacorum Lease Scheme prior to 1/12/92 the income tax scale counts as a pensionable emolument and therefore pension contributions will be deductible from pay based on this amount. Your final pension entitlement will therefore be based upon pay plus car emolument. The position is the same whether you have a lease car or take the option of a lump sum.

For those staff joining the scheme after 1/12/92 the value of the car lease or lump sum does not count as a pensionable emolument.

## **IMPORTANT**

**LOW OR FREQUENT USERS WHO WERE IN THE SCHEME PRE 1/12/92 SHOULD BE AWARE THAT IF THEY REVERT TO LOW OR FREQUENT STATUS THEY WILL LOSE THE PENSIONABLE EMOLUMENT VALUE OF THE CAR.**

Pension regulations for car leases are complicated and should you be uncertain as to your position you should consult Payroll or LPFA.

### **9. MAINTENANCE AND REPAIRS**

- 9.1 Servicing, maintenance and repairs will be carried out at garages of your choice, subject to approval of "the Company". A vehicle pack will be available in each car on delivery and will outline the respective responsibilities of the User and the Company.
- 9.2 The costs of repairs and replacements to the car made necessary as result of deliberate abuse or wilful neglect, are payable by the User. Any such costs that are caused by such deliberate abuse or wilful neglect must be reimbursed to the Council and may be deducted from the User's salary.
- 9.3 The rentals charged to the Users are low on the assumption that the cars will be kept in good condition and to the same high standard as if they were owned by the Users. It is therefore in the interest of all parties that this standard is maintained, particularly in ensuring that cars have a high value when returned at the end of the lease period.
- 9.4 The User has specific responsibility for the following –
- (1) Keeping the car in clean condition, at User's cost;
  - (2) At weekly intervals checking the oil, water, battery, brake and any other fluid levels, tyre pressures and condition of the tyres;
  - (4) To pay for all fuel, antifreeze, topping up oil between services, any frost damage and for all repairs and replacements required as a result of damage (except covered by insurance);
  - (5) To pay for damage to bodywork, trim or glass forming part of the vehicle (if not covered by insurance), fair wear and tear accepted;
  - (6) Observing any recommended 'running-in 'speeds and complying with any other recommendations concerning the running of the car during any 'running-in' period;
  - (7) Reporting defects promptly to the Company;
  - (8) Ensure that servicing and maintenance are carried out at the intervals recommended by the Company;
  - (9) Ensuring that the road fund licences are received from the Company and displayed by the due date;

- (10) Ensuring the reasonable security of the car at all times, any costs of garaging to be borne by the User, and any change of address to be given in writing to the Group Manager (Commissioning, Procurement & Compliance).
  - (11) Conforming to all instructions and recommendations in the manufacturer's handbook and all other instructions and advice given by the Council or Company.
- 9.5 In the event that the lease car user fails to comply with clause 9.2, they may not be eligible to join the scheme in the future.
- 10. COSTS THAT ARE THE RESPONSIBILITY OF THE USER, PAYMENT OF MILEAGE AND RECORDS REQUIRED**
- 10.1 The User will pay the monthly contributions and will also pay for all petrol, together with oil and other fluids required between servicing or repairs.
- 10.2 In the event of the rate of value added tax, vehicle excise duty, or insurance premium being varied, then the User's contribution may be increased or decreased accordingly.
- 10.3 The contribution will be deducted from the User's salary every month.
- 10.4 The User will be reimbursed at a rate per mile for business use. The amount is based on the present cost of a gallon of unleaded petrol and an average of 30 miles per gallon. The rate paid for business mileage will be determined from time to time by agreement between the Chief Executive, Corporate Director (Finance & Operations) and UNISON (Dacorum Branch). Changes will only be made where there are increases or decreases of 15p or over on the "base average" cost of a gallon of unleaded petrol.
- 10.5 The User should record accurately, on the Mileage Claim Form available on Sharepoint, if you are claiming mileage travelled for official Council business.
- 11. COSTS THAT ARE THE RESPONSIBILITY OF DACORUM BOROUGH COUNCIL**
- 11.1 For each participating employee the Council will make a contribution to the leasing costs. The amount of the contribution will be fixed in the manner set out below before the start of the lease, and shall remain unchanged during the term of the lease.
- 11.2 For participating employees who are Chief or Senior Officers the amount of the Council's contribution shall be in accordance with the scale fixed by the Council on 1 October 1997 as varied from time to time by the Council.
- 11.3 For other participating employees the Council's contribution shall be calculated by reference to the schedule to this Scheme, varied as mentioned in paragraph 11.4 below and subject to the limit mentioned in paragraph 11.6 below.
- 11.4 The Schedule is based upon the NJC rates for frequent and low car users, excluding the cost of petrol as determined in paragraph 10.4. The rates are determined in bands of 1000 miles with the contribution being calculated on the mid-point of the band. The Schedule shall be varied from time to time in accordance with changes in the NJC rates and the cost of petrol determined under paragraph 10.4.

- 11.5 The mileage to be used in applying the Schedule shall be: -
- (1) the average of the business mileage over three years preceding the date of application accepted by the Group Manager (Commissioning, Procurement & Compliance) for payment of car allowance to the applicant; or
  - (2) if there have been any material changes in the applicant's responsibilities in that period, such other mileage as may be agreed between the Group Manager (Commissioning, Procurement & Compliance) and the applicant's Assistant Director; or
  - (3) if the applicant has not been employed in the relevant post for three years an estimate agreed between the applicant, the applicant's Assistant Director and the Group Manager (Commissioning, Procurement & Compliance) , of what such mileage would have been if he or she had been so employed.
- 11.6 The limit of the Council's contribution referred to in paragraph 11.3 above is restricted to the Band 1 contribution rate for Senior Officers but may be varied from time to time by agreement between the Chief Executive, the Group Manager (Commissioning, Procurement & Compliance) and UNISON (Dacorum Branch).

## **12. TERMINATION OF HIRE**

- 12.1 The lease will terminate: -
- (1) three years after commencement of the lease;
  - (2) upon the User's death, retirement, or termination of his/her service with the Council;
  - (3) upon the User's breach of any of the Conditions of this Scheme;
  - (4) in the event of the vehicle being declared unrepairable or untraceable by the Insurance Company;
  - (5) at the discretion of the Council in other very exceptional circumstances not provided for in the foregoing conditions 1-4 on the application of the User;
  - (6) in the event of the Company terminating its agreement with the Council for any reason whatsoever.
- 12.2 In the event of the User failing to return the vehicle to the Council on termination of the lease agreement the Council may repossess the same without being liable to any action or other proceedings at the suit of the User or any person claiming under or through him.
- 12.3 The User shall permit representatives of the Councillor the Company to inspect the state and condition of the car at any reasonable time.
- 12.4 The User may buy the car at the end of the three year period (e.g. for use as a second car for spouse etc.) based on the Company's valuation.
- 12.5 Although the vehicle remains the property of the Company the User is liable for its road-worthiness and is required to indemnify the Council against parking fines or other liabilities arising from the way the vehicle is used, particularly breaches of the Road Traffic Acts.

- 12.6 Any unpaid parking fines or other liabilities will be charged to the user together with an administration fee and may be deducted from salary.
- 12.7 The User shall not during the leasing period use or allow the vehicle to be used in contravention of any Statute, Statutory Instrument or Regulation for the time being in force and shall indemnify the Council against any costs, claims or other liability arising out of such contravention.

### **13. TERMINATION OF EMPLOYMENT**

- 13.1 If a participating employee leaves or retires from the Council's employment the Group Manager (Commissioning, Procurement & Compliance) may allow the Employee one of the following:
- (a) if a new employer agrees to accept responsibility for the leasing charge to have the vehicle and lease assigned to the new employer; or
  - (b) to purchase the leased car using his/her own resources or the new employer's Car Loan Facilities; or
  - (c) to return the vehicle to the Council who may then offer it to another eligible employee for the remainder of the lease period; or
  - (d) to return the vehicle to the owner.

In all of the above cases a penalty **will** be imposed by the Council, which will be recovered from the Employee. The penalty will be:

- (a) the termination charge imposed by the Company; plus
- (b) the amount of any outstanding lease payments that have been made in advance by the Council.

In all cases the Employee will need to take out immediate car insurance cover.

- 13.2 Penalty charges will **not** be invoked in the case of death in service, ill-health retirement, TUPE or redundancy.

## **Appendix 1**

### **CHIEF OFFICER AND SENIOR OFFICER SCHEME**

Employees on Band 11 and above

For employees who agreed the change to Single Status terms and conditions by 16 February 2004 the scheme will apply from 1 March 2004.

For employees who agreed after the 16 February 2004 or have yet to agree the scheme will apply from 1 May 2004 or when the employee agrees the change.

For employees who have been downgraded as a result of Single Status and are no longer eligible for the lease car scheme on their new band then the change will not apply until the protection arrangements end.

#### **Conditions**

As a result of Single Status, you will be in a pay band and on a band point that will make you eligible for the car leasing scheme.

<b>Band point</b>	<b>Miles.</b>	<b>Car Band</b>	<b>Amount p.a.</b>
34 to 46	N/A	<b>1</b>	£2,550
34 to 46	Over 2000 per year	<b>2</b>	£3,200
34 to 46	Over 4000 per year	<b>3</b>	£3,750
47 to 63	N/A	<b>3</b>	£3,750
Strategic Directors	N/A	<b>4</b>	£4,600
Chief Executive	N/A	<b>5</b>	£4,800

You will need to decide whether you wish to receive the lump sum, or a leased car.

#### **Leased car agreement**

A leased car agreement is for a period of 3 years and penalties will be imposed for early termination of the lease. All conditions are contained in the document.

#### **Part-time Employees**

**All new entrants** to the leased car scheme will receive a pro-rata entitlement according to their hours of work.

#### **Changing job and/or hours of work**

With effect from 1 March 2004 this revised scheme will apply to employees who change jobs and /or change hours of work.

#### **Mileage**

You will receive the appropriate rate per mile for fuel allowance in respect of any business miles you do for the council. Please see Appendix 2 below for mileage rates.

### **Appendix 2**

#### **Mileage Rates:**

#### **Lease Car Mileage Rates (As at 01/07/2012)**

The Council mileage rate is based at 21p per mile.

### **CAR ALLOWANCES RATES**

#### **NJC CAR ALLOWANCES 2010/2011**

**Car Allowance rates agreed with effect from 1 April 2010:**

	<b>451 – 999cc</b>	<b>1000 – 1199cc</b>	<b>1200 – 1450cc</b>
<b>Frequent (Essential) Users</b>			
Lump sum per annum	£846	£963	£1,239
Per mile first 8,500	36.9p	40.9p	50.5p
Per mile after 8,500	13.7p	14.4p	16.4p
<b>Low (Casual) Users</b>			
Per mile first 8,500	46.9p	52.2p	65.0p
Per mile after 8,500	13.7p	14.4p	16.4p
<b>Lease car mileage rate</b>			
As per training rate	21.0p	21.0p	21.0p

Reviewed April 2014

## Policy on Car Allowance Payments

### 1. Introduction

- 1.1 The Council must ensure that the allocation of payments for car allowances to employees is always carried out in a fair and consistent way and based on business need. This is important to enable the Council to comply fully with Equal Pay legislation.
- 1.2 Employees must always ensure that they use their cars only when absolutely necessary and that all visits/appointments are planned in order to reduce the number of journeys by combining journeys to locations that are relatively close. This will support the Council's aims both to protect the environment and eliminate unnecessary costs.
- 1.3 The car allowances detailed in this policy do not apply to employees with Council lease cars. See Employment Handbook section 9 for more information (Staff Car Leasing Scheme).
- 1.4 Claims must be made in line with the Council's Financial Regulations on a monthly basis as follows:
  - Claims should be submitted to Payroll by 27<sup>th</sup> of each month for mileage for the previous month. Only in exceptional circumstances will late forms be processed the following month at the discretion of the appropriate Group Manager.
  - Multiple-month forms should not be submitted unless there are exceptional circumstances and in no circumstances will employees be allowed to claim mileage from a previous financial year.
  - All claims for fuel must be accompanied by VAT receipts.

### 2. Frequent user car allowance (previously known as essential car allowance)

- 2.1 Frequent user car allowance is based on the engine capacity (or cc) of the employee's car. It comprises of a lump sum (paid monthly) plus a rate per mile claimed for business use. Please see the Mileage Rates under Section 9 of the Employment Handbook. The lump sum payment is made to compensate the employee for the overall running costs of the car. Part-time employees will receive a pro rata lump sum payment.
- 2.2 Where a car is not in use e.g. as a result of a mechanical defect or the absence of the employee through illness:
  - The lump sum payments will be paid for the remainder of the month in which the car first went out of use and for a further three months thereafter.
  - For the following three months, payment will be made at the rate of 50% of the lump sum payment.
  - No payment will be made after 6 calendar months if the car remains out of use or the employee's absence due to illness continues.

In these events, payroll will need to be informed.

- 2.3 During the period when a car is off the road for repairs, reimbursement for travel by other forms of transport will be made, subject to approval by the Group Manager.
- 2.4 In the event of an employee going on maternity leave, the lump sum element of the car allowance will be included in the calculation of maternity pay in respect of 6 weeks at 90% of pay and 12 weeks at half pay.

### **3. Low user car allowance (previously known as casual user car allowance)**

- 3.1 Low user car allowance is based on the engine capacity (or cc) of the employee's car and the employee receives a rate per mile claimed for business use. The mileage rate is higher than the rate for frequent user car allowance as it includes an element that is intended to compensate the employee for the overall running costs of the car. The mileage rates are set out in Section 9 of the Employment Handbook.

## **4. Car allowance rates**

The National Joint Council reviews car allowance payments each year and we amend our rates accordingly each 1 April.

### **Lease Car Mileage Rates (As at 01/07/2012):**

The Council mileage rate is based at 21p per mile (this rate is the same as the rate for training).

### **Appendix 1 – Car Allowance Rates**

### **Appendix 2 – Protocol for Claiming Mileage**

## **5. Criteria**

- 5.1 Frequent user car allowance criteria

- 5.2 Frequent user car allowance will only be paid if the following criteria are met:

- The employee is required to provide a car in order to undertake the full duties of the post (this must be stated in the person specification). \*
- The employee is expected to do a minimum of 1000 business miles or more per year (based on the previous 12 months mileage claimed). This will be pro rata for part time employees.

## **6. Low user car allowance criteria**

- 6.1 Low user car allowance will only be paid if the following criteria are met:

- The employee is required to use his/her car in order to carry out work on behalf of the Council \*
- The manager has approved the mileage and agreed that an alternative option is not appropriate i.e. bus or train.

## **7. Reviews**

- 7.1 New posts

- 7.2 All new posts will be created by Human Resources and allocated a low user car allowance if the jobholder will be required to use his/her car to carry out Council duties. The new employee will be informed that he/she will receive low user car

allowance for the first 12 months. At the end of this time, the employee's mileage will be assessed, and if the relevant criteria above are met, the employee's post will be amended to state frequent user car allowance is payable. The employee will be entitled to receive this from his/her first anniversary date.

- 7.3 The process will only be varied if the appropriate Group Manager confirms that the new post is very similar to an existing post that has already been demonstrated to meet the frequent user car allowance criteria above.

## 8. Existing posts

- 8.1 Business mileage for all posts will be reviewed each year after 31<sup>st</sup> March by Human Resources. In the event that an employee who currently receives frequent user car allowance ceases to meet the criteria, the allowance will be terminated as stated below, and the employee will receive low user car allowance. The reverse will also apply should an employee who is claiming low user car allowance be found to be entitled to frequent user car allowance.

## 9. Notice to cease frequent user car allowance payments

- 9.1 Three months notice in writing must be given to cease frequent user car allowance payments.

\* This definition does not exclude the Council's responsibility under the Equality Act.

## Appendix 1

### CAR ALLOWANCES RATES

#### NJC CAR ALLOWANCES 2010/2011

Car Allowance rates agreed with effect from 1 April 2010:

	451 – 999cc	1000 – 1199cc	1200 – 1450cc
<b>Frequent (Essential) Users</b>			
Lump sum per annum	£846	£963	£1,239
Per mile first 8,500	36.9p	40.9p	50.5p
Per mile after 8,500	13.7p	14.4p	16.4p
<b>Low (Casual) Users</b>			
Per mile first 8,500	46.9p	52.2p	65.0p
Per mile after 8,500	13.7p	14.4p	16.4p
<b>Lease car mileage rate</b>			
As per training rate	21.0p	21.0p	21.0p

## PROTOCOL FOR CLAIMING MILEAGE

### Ensure that

- All business mileage incurred is absolutely necessary
- Claims are made on a monthly basis
- Claims are submitted to Payroll by 27<sup>th</sup> of each month for mileage for the previous month – in exceptional circumstances, late forms will be processed the following month
- Multiple-month forms are not submitted
- VAT receipts for all fuel purchases are attached to the claim
- If any other receipt is required, it is attached to the claim
- All home to work mileage is entered on the form - it will be deducted electronically
- Mileometer readings are stated on the claim form
- A clear description of **each** journey and its purpose are stated on the claim form
- If you are authorising a mileage claim form, you have checked that all mileage claimed is absolutely necessary and correct and at the correct mileage rate (e.g. with consideration for low, frequent and lease car users and for training).

### Before submitting your claim form

- Ensure you have read and comply with the declaration
- Check that you have signed and dated the form
- Ensure your form has been signed and dated by your manager

**6. DISABILITY LEAVE**  
(W Cherry/A Stunell)

To compare the current policy with the wording suggested by the Union.

The sickness absence paragraph that was agreed with the Unions:

*In such cases, consideration must be given to whether the line manager is the most appropriate person to manage the case. The managers should remain objective throughout the process and any previous involvement could lead to this not being achieved. H.R. must be consulted in such cases and the unions involved as necessary.*

The current Sickness Absence Policy will be circulated prior to the meeting.

**7. ANY OTHER BUSINESS/FUTURE WORK PROGRAMME**

To discuss any other business that may have arisen since the last meeting/any future agenda items.

**8. DATES OF FUTURE MEETINGS**

<b>Meeting Date – start time 6.30 pm</b>	<b>Date agenda to be circulated</b>
Monday 8 December 2014	Monday 17 November 2014
Monday 2 March 2015	Monday 9 February 2015

**JOINT NEGOTIATING COMMITTEE**

**MONDAY 2 JUNE 2014**

**MINUTES OF THE MEETING**

**Attending:**

**Councillors:**

Adeleke, B Chapman, G Sutton and Whitman.

**Trade Union:** Will Cherry (Chairman), Janet Colyer, William O’Gorman and Christopher Pledsted.

**Officers:** Anne Stunell, Human Resources Team Leader and Pat Duff, Member Support Officer (Minutes)

The meeting began at 6.30 pm

**1. APOLOGIES FOR ABSENCE**

Apologies for absence were received on behalf of Councillors Harden, McLean and Rance.

**2. APPOINTMENT OF CHAIRMAN AND VICE-CHAIRMAN**

**Resolved:**

1. That W Cherry be appointed as Chairman until May 2015.
2. That Councillor G Sutton be appointed as Vice-Chairman until May 2015.

**3. MINUTES**

The minutes of the meeting held on 3 September 2012 were agreed by the members present and signed by the Chairman.

**4. MATTERS ARISING**

4.1 Minute 5 – Car Users Allowance.

**Action** – this item be put on the next agenda.

4.2 Minute 4 – Health and Safety Update

W Cherry asked, now that Helen Price had left DBC, what the position was regarding health and safety reports to JNC.

A Stunell said with the restructure, the bulk of health and safety work would be done by Regulatory Services. Paul O’Day was currently dealing with health and safety issues.

Councillor Sutton said the committee needed to be kept up to date with new and future legislation.

W Cherry said it was necessary for members and officers to know what was required of Dacorum Borough Council as an employer.

**Action** – A Stunell to speak to Paul O’Day about attending future meetings.

## **5. ABSENCE MANAGEMENT POLICY**

Janet Colyer introduced the report. Some employees who were suffering work related stress were not receiving enough support from management. In some instances capability hearings were being heard by the employee’s manager and in some instances this was not appropriate because the manager may be part of the stress problem.

After discussions, a word change within the Sickness Absence Policy had been suggested. If an employee was off sick with proven work related stress, the line manager may not be the appropriate person to lead that hearing. Management should also consult HR in the first instance. The Group Manager People had suggested some re-wording.

A Stunell said HR always tried to see who the best person to lead the hearing would be. The wording was agreed to say that if someone had a stress related condition, consideration would be given as to whether the line manager would be the most appropriate person to continue to manage the sickness. The Sickness Management Policy was being reviewed. Laura Buckland was training managers in mental health first aid and 35 people across the authority had been trained as mental health first aiders. This was an on going rolling programme requested by the Chief Executive. All the senior management team and group managers would be receiving training. The Council was trying to ensure stress and mental health was at the front of everybody’s minds.

Councillor Sutton asked if the policy had been agreed.

A Stunell said HR had been asked to refresh policies but there had been no fundamental changes. The change suggested was not written into the current policy as the Council believed this was already being done. The Group Manager People had discussed this with the unions and this was just a ‘tidying up’.

Councillor Whitman suggested that an employee suffering from stress should go to another line manager.

A Stunell said 35 people had been trained to help people in this situation.

W Cherry said the big problem was that people did not want to admit to stress. Early disclosure could help.

A Stunell said the Council wanted to take action before employees went off sick. Well being checks were being put in place and the Council was working hard to support employees as much as possible.

Councillor Sutton said it was difficult to comment without seeing the policy and asked that it be emailed to members.

Councillor B Chapman commented on paragraph 4 of the report where it suggested the 2 week reference period should be extended. Councillor Chapman said this was too open ended. A decision should be made on the period of time to have a decision or a review on a certain date and should be based on facts.

A Stunell said the Council had to have a policy but issues were looked at on a case by case basis. Regarding the 2 week reference period, the Group Manager People felt that could give rise to less support and that was why there was no discretion in the policy. Early intervention was vital. It was written into the long term sickness procedure that employees had to be seen at certain times. There were appeals and grievance procedures.

Comprehensive training had been given on the sickness policy. All new managers attended induction training on policies and procedures.

J Colyer said she was pleased managers were receiving more training. The monthly health awareness course was very good.

Councillor Adeleke said some people may not be aware of help available and asked how staff were made aware of their entitlement and where they could go to for help.

A Stunell said there were place (EAP) based options. Employees were told about occupational health and the mental health first aiders. Communications were sent through Yammer, the Review and Departmental Management Teams. Off the record discussions also took place with unions to help steer people in the right direction. The unions had been asked for suggestions. Absence figures had recently increased and this was being looked at. No great changes were being considered and working with the unions was very helpful.

The line manager was the closest to the affected person. There were cases of stress but some people used the stress card in order to slow down the grievance process.

Councillor B Chapman asked for clarification regarding the 2 week reference period and asked if it could be extended.

A Stunell said there were targets regarding short term absence but not regarding long term absence. The 2 week period was to enable the Council to make contact with them and refer them to occupational health within 4 weeks.

Councillor B Chapman asked for confirmation that it was just to see the people and give them immediate assistance.

A Stunell said the Council needed to speak to them within 2 weeks. The manager or HR would contact them to give support.

W Cherry said the 2 week period covered all long term sickness.

Councillor B Chapman said if this was extended to suit the person's need, the last sentence in that paragraph was not needed.

A Stunell said the employee also had responsibilities and had to telephone in daily.

Councillor B Chapman said he wanted to give employees quick support that was carried through as required to get the person back to work.

A Stunell said it was the line manager's responsibility to keep in touch. HR received updates on long term sickness. Managers may sometimes be scared to ring employees and HR would do it instead but with limited resources in HR the line manager and the employee had to take responsibility.

J Colyer said according to the Absence Management Policy the employee was required to ring the manager every day from day 1. The 2 week reference period would normally start the whole process of the sickness management procedure. In cases of stress that could exacerbate that stress. If an employee had been in hospital it would sometimes be obvious that employee would not be returning to work. This should be looked at on a case by case basis.

Councillor B Chapman said Dacorum Borough Council was an employer and had a responsibility to the staff. There should be early intervention to find out the problem and work with the employee to resolve that problem.

J Colyer said the manager would have full information from day 1. After that 2 week period the formal process would kick in and that could prolong the sickness by adding to the stress. Some people would not want to talk to anybody and because they would not accept help available, sometimes 2 weeks was too soon.

**Action** – A Stunell to email the wording in the policy to members.

## **6. AGREEMENT ON DISABILITY LEAVE**

W Cherry advised that last year he had attended a disabled members' conference and saw this agreement. When a person had a disability more health checks were needed.

A Stunell said she had made enquiries as to what other employers did and a lot did not have separate disability leave agreements. The Council acknowledged the Equality Act. When the Equality Act was taken into consideration, sickness patterns were looked at. If somebody was covered under the Equality Act the absence targets were doubled.

The Council did incorporate equalities and had flexible working. The Council had lots of other policies to ensure people with disabilities were looked after. Paragraph 3.5 of the report showed there was great flexibility regarding disability leave and that the Council was a fair employer. If somebody needed an appointment that would not be counted towards sickness. People had flexitime.

W Cherry said he was concerned about unexpected events.

A Stunell said the Council wanted people to be healthy and fit and to go to their hospital appointments. The policy says employees needed to try and make appointments as sensibly as possible and the Council would be flexible on the need to make the time up or not. Appointments were covered in the policy. There was concern about having a separate disability policy. A lot of work had been done on equalities.

Councillor G Sutton said there was a proposed policy from the unions and suggested that both documents be considered at the next meeting.

W Cherry said he wanted to protect the rights of disabled employees as well as the Council.

Councillor G Sutton asked at what point the employee transferred from the original sickness to having a disability.

A Stunell said the person had to have experienced it for 12 months or was likely to experience it for the next 12 months. The British Medical Council defined disabilities i.e. Complete deafness was a disability. An asthma sufferer may be covered under the Equality Act. It was a difficult fine line but the Council would refer to occupational health. There was a table at the back showing impairment and what could be done for those people.

**Action:** A Stunell to send round a link to the policy on Sharepoint and the changed wording.

## **7. ANY OTHER BUSINESS/FUTURE AGENDA ITEMS**

The following items to be considered at the next meeting:

- Car Users's Allowance – A Stunell
- Health and Safety Update – P O'Day
- Disability Leave – W Cherry/A Stunell

## 8. DATES OF FUTURE MEETINGS

<b>Meeting Date – start time 6.30 pm</b>	<b>Date agenda to be circulated</b>
Monday 8 September 2014	Monday 18 August 2014
Monday 8 December 2014	Monday 17 November 2014
Monday 2 March 2015	Monday 9 February 2015

This was agreed and noted.

The meeting ended at 7.40 pm.