

TRANSFER-RELOCATION and ADDITIONAL SUPPORT POLICY

1	Introduction	1
2	Scope of Procedure	1
3	Relocation Assistance	2
4	Eligibility for Relocation Assistance	3
5	Time Limit for Relocation Assistance	3
6	Payment of Expenses	4
7	Lodging Allowance.....	4
8	Travelling Expenses and Time.....	5
9	Leave	5
10	Employee Assistance Payment	5
11	Additional Support	6
12	Appeal	7
13	Equality Consideration.....	7

Appendix A - List of Claimable Expenses

Appendix B - Repayment of Relocation Expenses Agreement

Appendix C - Relocation Repayment Table

Appendix D - Claim Form for Reimbursement of Relocation Expenses

DOCUMENT CONTROL		
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1 Introduction

- 1.1 The creation of a Regional Control Centre (RCC) and the resulting transfer of the employment of staff from the five existing EM Fire and Rescue Authorities (FRAs) control rooms is planned to take effect in July 2010, with the calls from the last control rooms transferring in February 2011. This implementation, final transference of staff and consequent responsibility for Control call-handling and mobilisation is defined as Cut-over.
- 1.2 Transferring staff are protected by the Transfer of Undertakings Protection of Employment (TUPE) Regulations. In line with this, appropriate roles will be ring-fenced to existing impacted staff in the EM Region. More detail will be provided in the "Role Matching procedure".
- 1.3 A major strategic consideration relating to this programme of change is to minimise any unavoidable detrimental affect to staff in financial or non-financial terms, including minimising any potential loss of jobs.
- 1.4 The creation of the Regional Control Centre may result in transferred staff facing longer journeys to work, both in terms of travel time and travel distance.
- 1.5 This policy provides details of employee assistance initiatives available to the following transferring employees.
 - Employees who are outside the Reasonableness Criteria (ie based on travelling distance/time or personal circumstances it is deemed unreasonable for staff to undertake an RCC role) entitling them to a redundancy payment but who wish to continue to work at the RCC
 - Employees who are inside the Reasonableness Criteria but who have a longer distance to travel to work than before transfer
 - Either of the above who may simply require appropriate additional support to ease the effect of the transfer. More detail is provided in Section 11

2 Scope of Procedure

- 2.1 This procedure has been developed and approved specifically for the transfer of roles to the RCC due to the creation of the RCC and is not intended to apply to any other programmes of organisational change either now or in the future.
- 2.2 Any existing policies within the FRAs, current at the time of transfer take precedence over the contents of this procedure where they are contradictory. As the Company needs to ensure it complies with and therefore does not undermine TUPE, employees must decide which policy in its entirety they wish the Company to use when considering financial support. This paragraph does not relate to any financial support provided during the ISP period (the Initial Staffing Pool is the early, pre-transfer secondment of some staff to allow delivery of training and responsibility for the first calls cut-over) as this will be provided prior to and therefore in **addition to** any support at cut-over (see paragraph 2.7 for full explanation of this sentence).
- 2.3 The Company has an obligation to ensure best value use of financial resources and the most effective service to meet the needs of the community which it serves. At all times the Company must be satisfied that the need for relocation or other additional support is reasonable and that the expenses / costs are wholly and necessarily incurred. It therefore reserves the right to consider the cost of redundancy, relocation and travel expenses against each other and may in particular circumstances decide that for example, making an employee redundant may be the best value option or that , for example funding, driving

lessons, school uniform etc is preferable to funding relocation etc. This decision will be undertaken in consultation with individual employees, accompanied by their representative bodies if the employee requests and such a decision will not be made without very careful consideration based on transparency of process, fairness to the individual, full compliance with employment and equalities legislation and any pre-existing FRA agreements.

- 2.4 The decision whether or not an individual would qualify for relocation or additional support and the level of assistance will be confirmed during and consequent to the individual meetings as part of the Reasonableness Criteria discussions. At that stage, decisions will always remain subject to employees' relative success in the process of matching existing staff to RCC roles and the specific support offered will be confirmed at the time when a permanent match / selection decision has been made.
- 2.5 It must be emphasised that all funding for any post-ISP support provided within this policy is sourced directly from Communities and Local Government (CLG) based on a business case that will be submitted from the LACC in respect of each individual employee's circumstances. Any discussions between individual employees and the LACC on **support being provided** is therefore **subject to CLG approval and receipt of funding from CLG to the LACC**. The LACC will ensure that the CLG decision in respect of individual cases is made as soon as possible.
- 2.6 Additionally, this procedure also applies to staff seconded onto the Initial Staffing Pool (ISP). For the purposes of the ISP, financial support contained in this procedure will be provided from employees' commencement of the ISP up to individual employee's respective FRA cut-over **in addition** to any further support provided thereafter.
- 2.7 Paragraph 2.6 applies in absolute terms to the ongoing payment of travelling expenses or lodging allowance. In terms of payments made under sections 3,4 and 10 (ie "**one-off**" payments towards house purchase, car purchase etc), the LACC will pay where appropriate the maximum limit for these one-off payments. There will be no deduction of excess travelling expenses paid during secondment onto the ISP from the maximum payments detailed in Sections 3, 4 and 10.

3 Relocation Assistance

- 3.1 Where relocation expenses are agreed, the following maximum limits will apply:-
 - When the employee owns the property from which s/he is intending to relocate a maximum of £8000 will be payable. This limit refers to the property / transaction not per employee. NB for the purposes of shared ownership/equity, an equal calculation based on 2 transactions (selling and buying) will be calculated factoring in the percentage ownership in each case.
 - When the employee does not own the property from which s/he is intending to relocate a maximum of £3000 will be payable. NB for the purposes of shared occupation, an equal calculation based on 2 transactions (moving out and moving in) will be calculated factoring in the percentage ownership/rental in each case.
- 3.2 The maximum sum to be paid is all embracing in respect of costs/charges/expenses/taxes of whatever kind, incurred in connection with this policy, subject to the caveat regarding the ISP in paragraphs 2.6 – 2.7.
- 3.3 On an individual basis, where the employee can show that the maximum **£8000 is insufficient** to enable him/her to sell and buy a property and take up the offer of an RCC role, the LACC will consider reimbursing justified, receipted expenditure up to the **potential**

cost of redundancy if this exceeds the maximum relocation allowance. It should be borne in mind that any relocation allowance in excess of £8000 is **subject to tax and National Insurance Contributions under HMRC rules** and therefore, where the LACC approves such additional allowance, the employee will only receive the amount **net of these deductions** at the appropriate rate.

- 3.4 A list of claimable expenses is detailed at Appendix A.
- 3.5 To assist employees to meet the immediate costs incurred in moving, an advance of up to £1500 gross out of the relocation allowance may be paid at or around the time of transfer, on request, providing that the agreement attached at Appendix B has been signed and returned.

4 Eligibility for Relocation Assistance

- 4.1 The principal factors to be taken into account will be the reasonableness of the travelling and living distance of the employee and their place of work.
- 4.2 If the employee, prior to the transfer to the RCC, already lives within a 35-mile radius OR 75 minutes travel time of their new place of work, they will not be eligible for any relocation expenses. (Travel time of 75 minutes is based on normal road/transport conditions and infrastructure and, therefore, individual cases can be considered for reasonableness where required).
- 4.3 To qualify for relocation assistance and benefits the following conditions will apply:-
- The sole or main residence must change as a result of the transfer to the RCC.
 - The new residence must be within 'reasonable' daily travelling distance of the new normal place of work (to be within 30 minutes travel time)
 - The time limits in section 5 have been met
 - If relocation is cancelled so that a move of a main residence does not occur, any expenses or benefits related to relocation are repayable to the Company.
 - The transferee must undertake to remain in the employment of the Company for a period of at least 2 years, otherwise removal expenses (section 3) or employee assistance (section 10) will be repayable on a pro rata basis, as set out in Appendix C. Any period spent seconded by the FRA onto the Initial Staffing Pool does counts towards this 2 year commitment.
 - Prior to any payments the employee must sign the agreement attached at Appendix B. Dependant upon whether relocation payments have been made during an FRA secondment onto the Initial Staffing Pool, the repayment agreement may need to be made with the FRA. In this scenario, the pro-rata repayment obligations would transfer to the Company with the employee's transfer under TUPE regulations.

5 Time Limit for Relocation Assistance

- 5.1 It is expected that employees should have relocated within 24 months of the taking up of an RCC appointment ie the respective FRA cut-over. The RCC Director has discretion to reimburse expenses outside this time limit up to the maximum relocation allowance providing invoices are dated prior to the expiry date.

- 5.2 Employees should note however that Her Majesty's Revenue and Customs (HMRC) have specific rules on time limits which affect whether tax relief is provided on this financial support. To get tax relief your expenses must be incurred, or the benefits provided, before the end of the tax year following the one in which you start your new job (a tax year runs from 6 April one year to 5 April the next). The date you move home does not matter so long as the move satisfies the conditions set out by HMRC.

So, if you start your new employment with the LACC (NB the ISP is purely a secondment from your current FRA)

- on 18 March 2010, you have until 5 April 2011 to use your exemption
- on 2 September 2010, you have until 5 April 2012 to use your exemption.

If you cannot use all your exemption before the end of your time limit, consider contacting your Tax Office about an extension. They may be able to extend the time limit if, for example, you have to delay moving to allow a child to complete school exams, or because you cannot sell your old home within the time limit.

6 Payment of Expenses

- 6.1 Subject to the limits described above, claims will be met item by item on proof of payment (VAT receipts). Three competitive quotations should accompany claims particularly items 1, 2, 3 and 6 in Appendix A. The company reserves the right to specify any preferred suppliers of services for the purposes of relocation. Claims must be submitted on the proforma at Appendix D.

7 Lodging Allowance

- 7.1 As outlined in paragraph 3.2, Lodging Allowance is included within the £8000 maximum. Receipts or a rental agreement would need to be provided. As detailed in paragraphs 2.6 – 2.7, payment of Lodging Allowance may also be paid during secondment to the ISP **in addition** to any limits contained in this section relating to post cut-over when employment has transferred to the Company.
- 7.2 Up to £86 per week (for 26 weeks) where the employee is unable to find accommodation in the new area and has to maintain his/her present home¹ In the case of an employee whose family move into rented accommodation, he/she can continue to claim the lodging allowance if the present family home remains unsold or un-let. Employees who are not property owners, but tenants, shall be entitled to the lodging allowance of up to £86 per week for a period of up to a maximum of 8 weeks plus any relevant notice period on existing tenancies.
- 7.3 If an individual does not intend to move house and intends to rent/lodge near their new place of work they will receive £86 per week for 94 weeks (2 years minus 10 weeks annual leave). Such payments will be liable to taxation, payable by the recipient.

¹Where a lodging allowance is payable, it is expected that the employee will purchase a property in the new area at the earliest possible time. From time to time the SOM / SSM will enquire as to the steps being taken by the employee towards this end. The lodging allowance is not payable when the employee is on annual leave. ² Rates to be reviewed in line with increases to Public Transport Rates. Other rates apply for use of cycle, motorcycle and carrying passengers

- 7.4 An individual in receipt of lodging allowance under paragraph 7.3 will be entitled to claim the excess mileage of one round trip from home address to the RCC per block of shifts worked.
- 7.5 If an individual, in receipt of lodging allowance under paragraph 7.3; subsequently decides to relocate nearer their new place of work they will not be able to claim relocation assistance outlined in sections 3 and 4. Exceptions to this are where they have claimed lodging allowance for less than a two year period, commencing from their respective FRA cut-over. In such cases the individual will be entitled to the difference between the total payable under paragraph 7.3 less the total payable under paragraph 3.1. The remaining balance will be treated as relocation assistance and therefore may not be liable for tax subject to Her Majesty's Revenue and Customs (HMRC) provisions.

8 Travelling Expenses and Time

- 8.1 On cut-over, where the employee's official work-base changes from the FRA Control Room to the RCC but it is not necessary to move home, the employee shall be entitled to a contribution towards the difference between their current cost of travelling and the new cost of travelling for a fixed period up to 3 years, based on mileage travelled. The car mileage allowance is 28.8p per mile that exceeds the current home to base mileage. If public transport is used, then the actual difference in cost between current and future journey costs will be reimbursed on monthly production of travel receipts. Under HMRC rules, these travelling expenses are subject to income tax and NI contributions, payable by the recipient.
- 8.2 The above paragraph also applies in its entirety for staff during the period when staff are seconded to the RCC as part of the ISP, with the difference that excess travelling expenses where staff use cars will be paid at 40p per mile (see footnote 2 on previous page).
- 8.3 So as not to cause detrimental effect on staff seconded to the ISP, expenses paid during the ISP period will not be deducted from the 3 year post-cut-over period referred to in paragraph 8.1.
- 8.4 In addition, **solely for the period of the ISP**, staff will be paid the normal hourly rate appropriate to the role they are undertaking for the LACC for their **excess travel time**. For these purposes, travelling time is classed as the difference between normal home-to-FRA base and home-to-RCC. Excess travelling time will only be paid if the total return journey to the RCC exceeds 30 minutes. Journey time will be assessed by use of Routeplanner.

9 Leave

- 9.1 Transferring staff will be entitled to a maximum of £150 mileage and/or expenses, claimed as required in Section 6, associated with house purchase / rental search.
- 9.2 An additional 2 days paid leave will be granted at the time the employee moves to their new home, subject to the exigencies of the company. This does not extend to employees who intend to lodge or rent accommodation.

10 Employee Assistance Payment

- 10.1 Reimbursement of costs wholly and necessarily incurred in the transfer of workplaces of **up to** £3000 (inc. VAT) may be paid to staff who do not request the relocation assistance detailed in Sections 3, 4, 7 and 8 but whose main residence at the time of transfer (or ISP if appropriate) is located **in excess** of 35 miles or 75 minutes travelling (one-way) from the RCC.

- 10.2 The purpose of this payment is to assist employees to travel to their new place of work and therefore can be used to contribute to the cost of, for example, driving lessons or to assist in the purchase of a new car etc.
- 10.3 Additionally, dependent upon personal circumstances deemed appropriate by the RCC, this payment may also be made to staff whose main residence is **within** 35 miles or 75 minutes travelling time (one-way) of the RCC.
- 10.4 The employee will be obliged to provide prior expenditure plans and ongoing, post move of work-base, evidence that the financial support received has been utilised wholly in line with this policy.
- 10.5 The transferee must undertake to remain in the employment of the Company for a period of at least 2 years from receipt of payment, otherwise employee assistance payment will be repayable on a pro rata basis, (if the reason for leaving employment is voluntary resignation, dismissal for gross misconduct, voluntary early retirement or normal age retirement) as set out in Appendix C. This 2 year period commences on FRA secondment to the ISP or to the transfer of employment to the LACC, whichever is the earliest.
- 10.6 In relation to the above paragraph, the RCCD has the discretion to reduce, write-off or extend the repayment period in exceptional circumstances on the basis of hardship or compassionate grounds.
- 10.7 Depending on the nature of the expenses incurred, this may not be recognised by HMRC as relocation assistance, and therefore the employee may be liable for tax and NI contributions on this payment.

11 Additional Support

- 11.1 As commented in paragraph 1.5, irrespective of any requirements staff may have to support travelling or relocating due to the change in workplace, further support may be helpful to facilitate staff undertaking an RCC role.
- 11.2 This additional support will be dependant upon the needs of individuals and therefore an exhaustive list cannot be provided. Indicative support the Company may consider might include:
- Reasonable adjustment to start-finish times of work or shift patterns to help avoid traffic congestion, care commitments etc
 - Use of flexible shift options, differing from the normal rotating 4 on – 4 off shift pattern. More detail on these options was presented in the Spring 08 staff seminar information pack
 - Reasonable accommodation of existing FRA duty system and/or job-share arrangements
- 11.3 Given the nature of the ISP and the requirement to deliver training during specific hours and days, it may not be possible to accommodate requests for adjustments to start-finish times and duty systems during the ISP or training period/s. This will have no detrimental affect on decisions made regarding matching staff to RCC roles but staff seeking such adjustments may not be able to take up their RCC role until their respective FRA cut-over.

12 Appeal

- 12.1 This financial support is discretionary and subject to company considerations on best value (see paragraph 2.3) and its ability to provide an effective robust and resilient service meeting the needs of the community. As detailed in paragraph 2.5, CLG make the ultimate decision on whether any support is provided to individual employees; the LACC will represent the individuals' issues making a recommendation and business case on the individuals' behalf.
- 12.2 There is therefore no appeal mechanism within this procedure.
- 12.3 Employees who feel a company decision on relocation or additional support has had a direct detrimental affect on their ability to seek / accept an RCC role as suitable alternative employment will have a route to appeal against redundancy selection. This appeal will be detailed in future policies on redundancy and the process of matching existing impacted staff to RCC roles.

13 Equality Consideration

- 13.1 The employing parties are fully and pro-actively supportive of their obligations under equality legislation.
- 13.2 This policy will be implemented in a way that ensures individuals are not detrimentally affected due to their gender, race, disability, age, sexual orientation or religious belief.
- 13.3 This procedure has been Equality Impact Assessed, the EIA being provided to stakeholders during the consultation on this document.

RELOCATION EXPENSES

LIST OF CLAIMABLE EXPENSES (NB Overall Maximum of £8000, subject to paragraph 3.3)

1. Legal Fees and Disbursements, including HIP:
 - (a) Sale of existing property
 - (b) Purchase of new property
2. Surveyor's Costs: Purchase of new property
3. Mortgage application / redemption fees
4. Stamp Duty: Purchase of new property
5. Estate Agent's fees: Sale of existing property (inc. advertising costs).
6. Removal costs: Furniture and personal effects.
7. Incidental expenses: carpets, fixtures and fittings; only items which require alteration or newly purchased as a direct result of relocation will be reimbursed.
8. Travel costs:
 - (a) Visit of postholder/spouse/partner and/or family to view area (choose accommodation).
 - (b) Supervise removal from old property.
 - (c) Journey to new home.
9. Storage of furniture and personal effects.
10. Temporary accommodation costs.
11. Bridging loan costs and mortgage redemption penalties.

NB.

12. Claims will only be met on the production of VAT receipts.
13. Three competitive quotations must support claims for removal expenses and wherever possible other claimable items.
14. Appendix B is enforceable for each element described above where the claim dates are different.
15. Some items of expenditure may be eligible for deduction of Income Tax in accordance with current HMRC Regulations

EAST MIDLANDS FIRE AND RESCUE CONTROL CENTRE LIMITED

Agreement for the Repayment of Relocation Expenses

I, the undersigned, acknowledge receipt of the amount of £ (amount in words) paid to me by the Company in relocation expenses in respect of the transfer of my employment to the RCC and in consideration for receiving those expenses hereby:

- 1. Agree to repay, according to the scale at Appendix C of the Company's Relocation and Additional Support Policy, all relocation expenses for which I have been reimbursed in the event that I leave the employment of the Company by reason of voluntary resignation, dismissal for gross misconduct, voluntary early retirement or normal age retirement, within 24 months of being reimbursed for each item described at Appendix A of the Policy.
2. Authorise the Company to deduct from my final pay and emoluments any sum outstanding on leaving the employment of the Company arising from paragraph 1 above.
3. Agree that in the event the amount due from me on leaving the employment of the Company exceeds the nett sum of my final pay and emoluments to repay the difference to the Company on demand as a debt.although the Company agrees not to unreasonably refuse the repayment of the debt by monthly installment over the period remaining of the 24 month "claw-back" period (eg if the employee leaves 6 months after commencing employment, the employee could request to repay the debt over 18 monthly instalments)..
4. Accept that any outstanding sum to be reimbursed to the Company shall be subject to verification at the time and to subsequent agreement between the two parties.

Signed for and on behalf of the Company

.....

Name:

Position:

Date:

Signed by the employee

.....

Name:

Position:

Date:

RELOCATION EXPENSES

REPAYMENT TABLE

MONTHS EXPIRED SINCE RECEIPT OF PAYMENT (S)	% REPAYABLE
Less than 1	100
1	96
2	92
3	88
4	83
5	79
6	75
7	71
8	67
9	63
10	58
11	54
12	50
13	46
14	42
15	38
16	33
17	29
18	25
19	21
20	17
21	13
22	8
23	4
24	0

EAST MIDLANDS FIRE AND RESCUE CONTROL CENTRE LIMITED

Claim for Reimbursement of Relocation Expenses

Name: Job Title:

Pay No: Department:

Original Expenses Offered: £..... Outstanding Balance: £.....

Date Claimed	Item Description	Amount Claimed £	VAT £
Totals			

Signed: (Claimant)..... (Date)

Authorised by:(Company)..... (Date)

Remaining Balance(Company)

NB. Invoice/Receipts Travel Expense Claims should accompany claims