

What next?

At a meeting with members it was agreed that I would carry out the following:

1. Request a meeting with enforcement officers and the Assistant Director
2. Write to all our members in enforcement asking for their alternatives to ticket targets for performance e.g. one colleague suggested that the number of streets covered could be an alternative to ticket targets.

Data transfer - The right to see your personal file before transfer.

You will have recently been informed that HR have now decided that only certain information will be transferred to your new employer.

Firstly this makes it even more important you check that the information which is transferred is accurate. Secondly you have the right to see what information is being held by the Council.

Please submit your request to HR Connect and alert your line manager to this request. If you have not heard back within a week, please contact your local rep.

Bradford Factor – management tool

In a previous meeting with NSL, UNISON advised NSL not to press ahead with the Bradford factor as it would cause problems. This advice was ignored and as a result staff were upset at what they saw as a further management tool to harass them at work.

It appears that NSL are saying they are only using it for statistical information for the wider organisation and that it **will not** be used in any meetings for staff on the Barnet contract.

UNISON view is that the Bradford factor should not be used on this contract and will be asking for this to be confirmed in writing



Week Commencing 5th March 2012

BARNET UNISON PARKING NEWSLETTER



An alternative to PCN ticket targets

UNISON is concerned about the ongoing complaints from members feeling they are bullied and harassed at work and that it is linked to the number of parking tickets they are issuing. Furthermore members are claiming that overtime is linked to the number of tickets issued, unless you are in the **top 17** for ticket numbers you will not get overtime.

I have previously raised this matter with the Assistant Director and more recently with the Council Monitoring Officer (see correspondence below)

"Dear Jeff,

The current guidance to local authorities on parking enforcement issued under the Traffic Management Act 2004 is the "Operational Guidance to Local Authorities: Parking Policy and Enforcement", revised in November 2010.

This guidance:

"1.2 sets out the policy framework within which the Government believes that all English local authorities, both inside and outside London, should be setting their parking policies and, if appropriate, enforcing those policies".

Paragraph 3.6 is the start of the section on CPE financial objectives. It states:

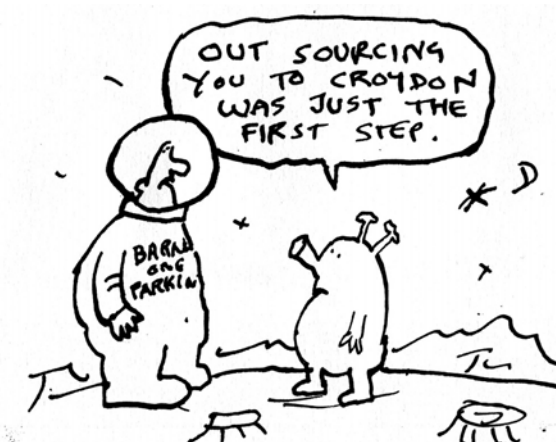
"CPE is a means of achieving transport policy objectives. For good governance, enforcement authorities need to forecast revenue and expenditure in advance. But raising revenue should not be an objective of CPE, nor should authorities set targets for revenue or the number of Penalty Charge Notices (PCNs) they issue."

You will recall that a little over two years ago anonymous emails were sent to senior managers and councillors, alleging that a ticket target culture was operating in Barnet Parking service. You will also be aware of the recent high profile Employment Tribunal case in January this year (Berkani vs NSL Ltd, case no. 2200596/2011) where the Employment Judge Mr J Burns found that the parking enforcement firm operated a "clandestine quota system" to issue tickets to motorists in a "predatory and dishonest" way.

It is therefore difficult to understand why the London Borough of Barnet is setting target numbers of "12 to 18" PCNs per shift, as documented in the Performance Review (attached).

Please could you comment on the legality of this practice being operated by the London Borough of Barnet?

Best wishes
John Burgess
Branch Secretary.



Inside this issue:

Page 2	Response
Page 2&3	UNISON Write to NSL
Page 4	What next
Page 4	Data Transfer
Page 4	Bradford Factor

Response:

John,
I have received the following comments from the Assistant Director, Highways and Transport:-
“We have discussed this issue at some length with the unions and explained our position repeatedly. Referring back to the guidance:-

“CPE is a means of achieving transport policy objectives. For good governance, enforcement authorities need to forecast revenue and expenditure in advance. But raising revenue should not be an objective of CPE, nor should authorities set targets for revenue or the number of Penalty Charge Notices (PCNs) they issue”

I can categorically state that we do not have “authority set targets” for the number of Penalty Charge Notices that are to be issued. What we do have (and what the attached document reflects) is a robust performance management system for the CEOs. This includes amongst many other measures relating to the quality of PCNs issued a benchmark level for numbers of contraventions dealt with. At present we have a range of ticket issue levels depending upon the relevant beat that is undertaken. On very busy beats issue levels can reach as high as 30 to 35 tickets a day. Our CEOs move around different beat patterns that vary in levels of contraventions but on daily average ticket issue levels vary across the year between 12 and 18 PCNs per CEO. On that basis the benchmark either below 12 or above 18 might indicate a CEO who was either failing to do any work or conversely issuing inappropriate tickets. This information along with Personal Objective 2 KPIs which are about the quality of the work undertaken allows us to manage this aspect of the staff performance. This does not reflect a target and as the average level of issue of tickets changes the benchmark would be altered. So for example if LBB car drivers suddenly choose to start parking in a much more compliant manner the average issue would reduce and our benchmark would be reduced in line with that change.

Whilst I accept that the form has a header of target/deadline above the numbers this does not actually mean that the 12-18 are a target.”

In the circumstances, I do not think that further comment from me is required.

Regards,

Jeff Lustig
Director of Corporate Governance

UNISON write to NSL

Dear Janet

I note that in the meetings with staff NSL have been quick to point out that TUPE will be protected for the life of the contract and unless staff choose to change they will remain on their council Terms & Conditions. At both meetings staff have asked if these comments could be put in writing. I was expecting a response to the following issue raised at the our meeting last week as to the position but to date I have not had a written response to the following questions:

What happens if someone is redeployed within the Barnet contract?

- Do they remain on LBB terms and conditions?
- Do they go onto NSL terms and condition?

What happens if someone is promoted to a position within the Barnet contract?

- Do they remain on LBB terms and conditions?

- Do they go onto NSL terms and condition?

To assist matters and address our members concerns I am asking therefore asking NSL to sign up to the following agreement:

1. A guarantee that TUPE will last for the length of contract.

The branch is seeking a commitment from the contractor to TUPE lasting in full for duration of the contract which includes workers transferred to a sub contractor.

2. New starters on the Barnet contract will be on the same terms and conditions and the company will not operate a two-tier workforce.

The two tier workforce was only ever guidance. It is our view that this is within the gift of the employer and see no legal impediment to ensuring this is included in the contract. It is our experience outsourcing of staff leads to an ‘us and them’ workforce which is not helpful to service delivery. We are concerned that two tier workforce skews pay and whilst the transfer might be a material factor defence initially, they (new employer) might find themselves at risk of equal pay claims in the future.

No restrictions on staff promotion, for example, no requirement that promotions within the Barnet contract will result in a transfer to the NSL’s Terms & Conditions. This applies to involuntary changes such as a reorganisation. We have many examples where as a result of a reorganisation staff have found themselves facing major changes to their contract. It is our view that this is within the gift of the new employer and there is no legal impediment to this.

3. Pensions

All TUPE transferred employees to a private contractor are allowed to remain in, or join the Local Government Pension Scheme (LGPS) through Admitted Body Status. All new starters on the Barnet contract **must have** the option of joining LGPS.

4. Trade Union recognition

The current trade union recognition and facilities agreement must be maintained including **collective bargaining** for the duration of the contract. In light of concerns about restructures, redundancies etc, we could not accept anything other full consultation and negotiation at the level that currently exist in the council.

There should no restrictions on the employment status of branch trade union officers in the representation of their members. A mechanism needs to be in place to ensure that any LBB trade union rep could represent and negotiate individually and collectively on behalf of trade union members on the NSL contract.

NSL will make a contribution to the Council’s corporate facility time budget to ensure transferred employees and new starters will continue to receive support from trade union branches. Currently directorates contribute towards a central pot of funding for facility time and resources. This seeks to replicate the same arrangement with regards to private contractors delivering services on behalf of Barnet.

New starters must have equal opportunity to join a recognised trade union and that new starters are fully informed at staff induction about Trade Union recognition.

NSL will provide a **check-off facility** for the deduction of trade union subscriptions.

5. Annual Local Government Pay Awards will be implemented in full.

The recent Alemo-Heron case established that pay awards were dynamically linked to TUPE transferred members of staff. Whilst we understand that the case has been referred to the European courts for a decision whether or not this decision was beyond their powers, in the interim we believe that until and unless the European courts find a supreme court has acted out with its remit then the dynamic is re-established.