

APPENDIX WASTE MANAGEMENT UPDATE REPORT 15th MARCH 2019 PUBLIC REPORT

WM ACAS DISCUSSIONS

ITEMS FOR DISCUSSION / CONSULTATION WITH ALL UNIONS

UNIONS TO BE INFORMED	FOR CONSULTATION
<p>Recruitment days</p> <p>BCC have already started to arrange recruitment fairs – which enable Agency workers to apply for roles assisted by their Trade Union and HR.</p> <p>BCC is seeking to increase the proportion of full time staff to agency workers which is likely to result in more opportunities.</p> <p>For this event only all trade unions will be invited to act as observers in the interviews where their members are impacted.</p>	<p>Mop-up crews</p> <p>BCC's aim is to complete all collections each day within the rounds of its normal crews.</p> <p>BCC will only use two-person mop-up crews for a further two weeks from the settlement date with each depot being entitled to use one-mop-up crew doing one round per day for the next two weeks.</p> <p>Following the expiry of the two week period, BCC will retain the right to use mop-up crews where it is necessary to clear waste not collected but it will put a WRCO with the mop-up crew. These may be sourced from an agency.</p> <p>All staff, whether BCC or Agency, will be fully trained in health and safety requirements.</p>
<p>Joint Service Improvement Board (JSB) (contained in MOU)</p> <p>In accordance with Clause 12 of the MOU 2017, a Joint Service Improvement Board (JSIB) will be established and membership will include all joint trade unions, GMB, UNISON and UNITE (incorporating UCATT) and the meetings will be chaired by the Cabinet Member BCC.</p> <p>Terms of reference will be agreed by the Board.</p> <p>During the period the JSIB is considering future working arrangements and</p>	<p>Stand in policy</p> <p>A stand-in protocol has already begun the consultation process with the main unions.</p> <p>The Acting director of Neighbourhoods and Cllr Ian Ward will meet local representatives regarding their concerns over WRCO recruitment.</p>

the review of the MOU.	
<p>Statement to be issued by BCC, Unite and UNISON (GMB to be informed of paragraph relating to them)</p> <p>Unions to be made aware of the final statement issued by the Council, Unite and Unison. It shall be specifically agreed that the parties will not materially defer from the material facts in this statement when making public commentary about the dispute.</p>	<p>MOU clarification</p> <p>These terms were not defined in the MoU and are added for clarification and the avoidance of doubt.</p> <ul style="list-style-type: none"> a. “Waste and Recycling Lorry” means any Open Back or Split Back vehicle currently being used to collect Domestic Waste. b. “Domestic Waste” means both <ul style="list-style-type: none"> i. waste products designated for recycling, which are collected from or from outside of domestic residences in respect of which the Council has a statutory waste collection function; and ii. other (residual) waste products placed into black bin bags and/or wheelie bins, which are collected from or from outside of domestic residences in respect of which the Defendant has a statutory waste collection function. It does not include any of the following (as these terms are commonly used and understood within the Council’s Waste Service): fly-tipped waste, commercial waste, trade waste, or ‘dropped waste’. c. A “WRCO” is a grade 3 officer but may include a grade 2 Loader or other employee who, (having had the necessary training) is acting up or standing in to that role on a temporary basis
<p>Commencement of the MOU</p> <p>The commencement date of the MoU is agreed as 24th September 2018.</p> <p>The end date of the MoU therefore is 23rd September 2019.</p>	

<p>The end date will be extended by the duration of the current industrial action (which began on 29th December 2018). The duration of the Industrial Action is 11 weeks and therefore the end date of the MOU is now agreed as 9th December 2019.</p>	
<p>Mediation</p> <p>All parties will use best endeavours to seek to resolve any disputes over the implementation of the MoU through mediation within a period of up to 8 weeks overseen by the JSIB.</p> <p>Nothing in this provision shall be interpreted as amending any provisions of existing collective agreements.</p>	
<p>Independent review</p> <p>Parties agree to the establishment of an independent review on future options for delivering the waste service, commissioned by the Council.</p> <p>The independent review will report to the Council but the Joint Services Improvement Board (JSIB) will be consulted on its terms of reference and will continue to be consulted throughout the Review period.</p>	