

PROPOSED TERMS OF SETTLEMENT OF THE REFUSE COLLECTION DISPUTE BETWEEN BCC AND UNISON

WITHOUT PREJUDICE AND SUBJECT TO CONTRACT

	BCC/UNISON Agreed position
1	<p>Subject to withdrawal of all litigation and all industrial action and any other proceedings or actions against BCC, it is agreed that:</p> <p>a) BCC to pay each valid Claimant in the Tribunal Proceedings of Mr D and Others v Birmingham City Council (Case Number 1300892/2019 & 18 Others) the sum of £3,000 each in full and final settlement provided that each individual has signed an ACAS COT3 Agreement with the Council. A valid Claimant is a UNISON member who was an employee of the Council working the refuse service as at 6th June 2018.</p> <p>b) BCC to make a payment in the sum of £500 in full and final settlement to each UNISON member who was a UNISON member and an employee of the Council working in the refuse service as at the date of the current ballot (17th December 2018) provided that the individual has signed an ACAS COT3 Agreement with the Council.</p>
2	<p>BCC will pay the figures in paragraphs 1a and 1b “net” of any applicable tax or national insurance contributions (i.e. payment will be grossed up should tax and NI be deemed payable),</p> <p>This is not a pensionable benefit. However, should any employee wish to convert this into a pensionable payment, BCC will agree subject to the deduction of Employers’ pension contributions (at a rate of 16.8%) from the gross sum payable. This is at the discretion of the employee.</p>
3	The parties shall bear their own legal costs incurred in all proceedings unless so instructed by a Court.
4	<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 the review of the MOU.</p>
5	<p>The following statement will be issued by the Council 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><i>“BCC, Unite and Unison are pleased to confirm that all industrial action and litigation between the parties (the dispute) have been concluded by way of mutually acceptable settlement terms. All parties are committed to working together to provide a waste service that the people of Birmingham can be proud of and to</i></p>

	<i>this end are pleased to announce that the settlement terms have seen the creation of a working group (the Joint Services Improvement Board), to include council officers, trade union representatives and councillors, to ensure future disagreements can be resolved transparently and by discussion.</i>
6	<p>These terms were not defined in the MoU and are added for clarification and the avoidance of doubt.</p> <p>a. “Waste and Recycling Lorry” means any Open Back or Split Back vehicle currently being used to collect Domestic Waste.</p> <p>b. “Domestic Waste” means both</p> <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 Council 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’. <p>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> <p>T</p>
7	<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>
8	<p>The Heads of Terms/and Agreement will require the prior approval of the Cabinet based on the advice of its Statutory Officers.</p> <p>Prior to any final offer being made, meaningful consultation, (in accordance with the Council’s Consultation Protocol with Recognised Joint Trade Unions), will also need to take place with the other corporate Trades Unions, <u>where the proposals impact on their members</u>.</p> <p>The views of the District Auditor will also be fully considered as part of the approvals process.</p>
9	<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</p>

	to be consulted throughout the Review period.
10	Parties agree that these terms are in full and final settlement of all and any claims including those set out in section 1 above and nothing in these Heads of Terms shall be represented or construed as an admission of liability.