

## **Appendix O – Winter Maintenance Retainer Pay Arrangements**

### **1. Addendum to the Winter Maintenance Collective Agreement and Rota Protocol**

#### **i) Purpose**

This Addendum to the Collective Agreement on Winter Maintenance Remuneration and Rota Protocol dated 17<sup>th</sup> February 2020 between Carmarthenshire County Council and its negotiating Trade Unions for NJC staff – UNISON, GMB and Unite – is in respect of the implementation of a revised decision making process and retention payments for staff undertaking ‘out of hours’ winter maintenance duties, currently employed on National Joint Council (NJC) (green book) Pay and Conditions of service and the Authority’s Local Conditions of Service.

Variations to terms and conditions of employment will be in accordance with this addendum negotiated with the Trade Unions named above as set out in the Authority’s contract of employment/written statement of particulars. This Addendum will be incorporated into individuals’ terms and conditions of employment. The agreed retention payments and rota protocol will therefore supersede the existing pay and grading arrangements for staff employed on National Joint Council (NJC) terms and conditions and the Authority’s terms and conditions of employment. The terms of this agreement will be reflected within the Authority’s Pay Policy 2022/23.

#### **ii) Scope of the addendum**

The Addendum covers amendments, additions and replacements to:

- The Collective Agreement for Winter Maintenance Remuneration and Rota protocol dated 17<sup>th</sup> February 2020
- The National Agreement on Pay and Conditions of Service (Green Book)
- The Carmarthenshire County Council Local Conditions of Service
- In addition, this Agreement overrides any other local agreements, arrangements or practices.

The scope of this agreement relates to winter maintenance and gritting service only.

#### **iii) Effective date of change**

It is intended that the new pay rates and winter maintenance rota protocol will be effective from **XXXX**.

#### **iv) Communication**

All Highways staff affected by the change have received a joint letter directly from the Director of Environment and the recognised Trades Unions, dated **XXXX** which details the changes set out in this Addendum agreed via collective bargaining.

Following secret postal ballot undertaken by the respective recognised trades unions, GMB, UNISON and UNITE, have confirmed acceptance of the pay package and rota protocol.

## vi) Equalities

Carmarthenshire County Council is committed to maintaining equality in relation to its pay and grading structure and terms and conditions, and on that basis has ensured that the changes agreed maintain this principle. It will ensure that appropriate monitoring procedures are put in place, including the completion of an annual Equal Pay Audit, in line with statutory requirements.

## 2. Duration of the Winter Maintenance Season and Rota

The winter maintenance season and accompanying rota is set for a period of 24 weeks including the Christmas period, starting the first Monday nearest to the 17<sup>th</sup> October to 31<sup>st</sup> March each year.

## 3. Revised winter maintenance 'retainer' payments and rota protocol

The revised 'retainer' payments are as follows:

- The winter maintenance 'retainer' payment of £120 per week/£17.14 per session for each week/day an employee is contracted or commits to the winter maintenance rota via an annual Expressions of Interest (EOI) exercise.
- The introduction of a winter maintenance 'retainer plus' payment of £8 per shift Monday – Friday Monday 00:00 – Friday 24:00 and £23 per shift weekends Saturday 00:00 – Sunday 24:00 on those occasions where the DO is unable to make a clear decision by 2pm each day to stand down or give a gritting time to a driver who is then retained on the rota
- Where an employee is contracted or volunteers via the EOI exercise the receipt of a 'retainer' and 'retainer plus' payments means that the employee is obliged to work the rostered shifts on the 'out of hours' winter maintenance rota. If there is a reasonable reason for being unable to attend a shift and the position has been clearly communicated, no disciplinary action will be taken against staff members, as described within the rota protocol.
- A revised winter maintenance rota protocol is attached as **Appendix 1** to guide the annual EOI exercise to ensure equity in the allocation of shifts and to enable employees' personal circumstances to be accommodated, where possible. The revised rota flowchart for the rota protocol is attached as **Appendix 2**.
- The "retainer' payment' is to recognise the contractual commitment or to encourage volunteers from within the team to express an interest and provide

a clear commitment to fulfilling their obligations on the winter maintenance rota. This is expected to reduce the incidences of employees 'dropping out' of the rota at short notice and not fulfilling their obligation, and the consequent impact on employees in the wider team being transferred from the emergency standby rota to the winter maintenance rota when weather dictates.

- The introduction of the 'retainer' plus' payment is to recognise the minority of incidences where the weather forecast is unclear, and the DO is unable to give a stand down instruction or give the driver a time to grit by 2pm and recognises the additional inconvenience to the employee and the requirement to maintain their availability for the whole shift
- The "retainer' payment' will ensure that everyone who is contracted or commits to the rota via the EOI process for the season will have the same obligation and be treated equitably.
- If a member of staff with a contractual obligation is unable to fulfil their rota obligations this will be dealt with through an informal conversation to establish the reason, e.g. health issue, new caring responsibility, and then resolved using existing policies and procedures.
- The 'retainer' and 'retainer' plus' payments rather than standby are the appropriate payments as the winter maintenance rota is semi planned unlike standby which is responsive to unplanned incidents. It is normal practice for the weather forecast to be checked on a daily basis and where there is no indication of adverse weather employees are stood down from the rota. Where the forecast is marginal and is uncertain or adverse weather predicted employees will either be provided with a gritting time or retained on the rota. This decision will be made by 2pm
- There may be occasions where an employee has been stood down from the rota and the weather then unpredictably changes. In such situations the service will contact those staff that were on the rota prior to being stood down in the first instance but purely on a voluntary basis. Where there are insufficient staff to cover all gritting runs the service will then seek volunteers from the wider team.
- Where staff on the current emergency standby rota need to be moved to the 'out of hours' winter maintenance rota, in exceptional circumstances, where there is an insufficient number of drivers to **cover** the winter maintenance rota, those staff will receive the standby payment and current overtime rates, ie. linked to their substantive grade, not the harmonised winter gritting out of hours rate.
- The 'retainer' payment will be paid for each shift an employee is rostered on the winter maintenance rota and maintains availability to fulfil the rostered commitment ('retainer' will be pro rata for employees on a daily rota). If the employee is subsequently stood down from the rota by the service s/he will continue to receive that payment.

- The 'retainer plus' payment will be paid for each shift an employee is rostered on the winter maintenance rota, in recognition of the additional inconvenience required to maintain availability for the whole shift where the DO is unable to make a decision by 2pm either to stand down or to confirm a gritting time and the employee is required to maintain availability for the whole shift

The "**retainer**" replaced winter maintenance standby payments during the season i.e. the 24-week period ending on the 31<sup>st</sup> March each year. This is with the exception of a minimum of 8 days during the Christmas period. The actual duration of this period being agreed in conjunction with trades union representatives in May of each year, prior to the EOI being undertaken prior to the start of the season. The number of days will be determined by when the bank holidays fall within the Christmas period.

All other terms and conditions are as set out in the Collective Agreement dated 17<sup>th</sup> February 2020.

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**Carmarthenshire County Council**

**Addendum to Collective Agreement**

**Signed:**

**Date:**

**Ainsley Williams, Director of Environment  
On behalf of Carmarthenshire County Council**

**Signed:**

**Date:**

**Hugh McDyer, Regional Organiser, UNISON  
On behalf of UNISON**

**Signed:**

**Date:**

**Peter Hill, Regional Organiser  
On behalf of GMB**

**Signed:**

**Date:**

**Allan Card, Regional Organiser  
On behalf of Unite**

## **Appendix 1**

### **Winter Maintenance Protocol for Establishing Driving Rotas**

#### **Introduction**

The County Council has a statutory duty to treat the highway network when adverse weather is forecast and gritter drivers, supervisors and managers need to work together through the winter months to ensure that this duty is discharged in an effective and professional manner. The winter maintenance season and accompanying rota will be set for a period of 24 weeks including the Christmas period starting the first Monday in mid-October (nearest to the 17<sup>th</sup> October) to 31<sup>st</sup> March each year. The exact date for the commencement of the winter maintenance season will be based on 24 weeks working back from the 31<sup>st</sup> March.

Drivers provide a valuable service that ensures roads are treated in advance of freezing weather. A planned approach with a protocol for setting and managing rotas will provide clarity and certainty for all concerned. Such an approach will enable people to have an improved degree of confidence about potential work patterns during the winter months, subject to changes in the weather.

A protocol has therefore been developed to ensure rotas are constructed in a fair manner with drivers able to influence the rotas in recognition of individual exceptional personal circumstances and to provide the County Council with a clear process for ensuring driver availability and service delivery.

This should be read in conjunction with relevant People Management policies, procedures and guidance as applicable to the circumstances, e.g. Disability Information & Reasonable Adjustments, Flexible Working Policy.

The procedure outlined below will be followed in developing the winter service driving rota:

#### **Initial Trade Union Liaison**

Operational management will meet with trades union representatives in May of each year to discuss and agree the principles of the operation of the rota for the forthcoming season. The principles are as set out in this agreement and protocol. The discussion will include agreement on the duration of the proposed standby period for Christmas which will be no less than 8 days and the staffing levels required.

#### **Expressions of Interest**

1. At the start of June, the respective Area Manager will write to all qualified volunteer drivers inviting them to express an interest in participating in the Winter Service provision.
2. All Expressions of Interest must be submitted by drivers by the end of June.
3. In expressing an interest in participating in Winter Maintenance Rota drivers should also inform the Area Manager of any exceptional personal issues which

will have a bearing on developing a rota. For example, a driver may indicate childcare or eldercare obligations on a particular evening. The Area Manager and driver will discuss this further and draft the rota to accommodate caring responsibilities as far as possible.

4. Drivers that are contracted to participate on the out of hours winter maintenance rota will be included in the rota. However, the service recognises that these drivers may have personal commitments, e.g. child or elder care, that they would wish to be considered when drafting the rota. At the start of June, the respective Area Manager will also write to all qualified contracted drivers confirming that they will participate in the Winter Maintenance Rota and inviting them to highlight any personal commitments to be considered when drafting the rota.

### **Setting the 'Draft Rota'**

5. The Area Manager will set a 'Draft Rota' for the winter season by the start of September and will display the Draft Rota at depots for drivers to inspect and provide comment on. A copy will also be provided to Union representatives.
6. Drivers will have the opportunity to put forward to the Area Manager any changes they would like to make, such as swapping shifts with colleagues.
7. Drivers and Unions will have two weeks to comment on the Draft Rota.

### **Setting the 'Posted Rota'**

8. By the start of October, the Area Manager will confirm the driving rota and circulate a 'Posted Rota'. The Posted Rota will be displayed at depots and will be treated as a controlled document.
9. The Area Manager will be responsible for ensuring the Posted Rota is maintained and the current version displayed.

### **Planned Changes to the Posted Rota**

10. Up to two weeks in advance of any shift a driver may propose swapping shifts with a colleague. Any changes must be notified to the Area Manager who will assess the operational and working time implications of any potential changes. No payment will be made to the employee who does not fulfil the allotted shift, payment will be made to the employee who has swapped shift.
11. Where agreed, the Area Manager will amend the Posted Rota and display the revised version at the particular depot.

### **Emergency Changes to the Posted Rota**

12. It is recognised that exceptional emergency situations can occur, and the County Council will be as supportive as possible in these instances. Where such situations arise, the driver must notify the Area Manager or Supervisor as soon as possible.
13. The Area Manager or Supervisor will then be responsible for finding a suitable replacement driver to cover a shift in these emergency circumstances.

14. Details of these changes will be recorded by the Area Manager and incorporated into the Posted Rota when it is next amended.
15. No payment will be made to the employee who does not fulfil the allotted shift, payment will be made to the employee who has swapped shift.
16. Christmas Arrangements: For clarity, the Christmas arrangements are an integral part of the winter maintenance rota and form part of the overall seasonal commitment for contracted and volunteer drivers via the EOI exercise. The drivers will remain on standby for the allocated shift for winter maintenance activity over the Christmas period.
17. Employees have the opportunity to comment on their Christmas rota commitment as part of their overall feedback on the seasonal rota to Area Supervisors when the draft rota is posted in September.
18. In recognition of the additional commitment required to treat the highway network over the Christmas period a standby allowance will be paid replacing the 'retainer' and 'retainer plus' payments. The Christmas period will cover a minimum 8-day period and will be agreed with Trade Union representatives in advance of the Expression of Interest process.
19. The decision-making process to determine what winter maintenance action is required, i.e. stand down, time to grit or retained, that normally takes place before 2pm is suspended during the Christmas standby period. However, the DO will make a courtesy call to drivers on the Christmas standby rota to update them on the weather predictions. The driver remains on standby for the whole standby shift.
20. If the emergency standby team require additional support from drivers on the winter maintenance rota during the Christmas standby period, then drivers may be requested to assist but on a voluntary basis.
21. Areas operating a daily rota will continue driver scheduling as normal through this period. Areas operating a weekly rota will suspend the weekly rota for the Christmas period and adopt a daily rota along the same driver scheduling principles used for the weekly rota.
22. The Christmas arrangement will be included within the Draft Rota for comment.
23. Stand By payments will be made on a per session basis.

### **Gritting Actions and Standing Down**

24. Decision on necessary gritting actions during the normal working week and the weekend is the responsibility of the Winter Duty Officer WDO. Three 36-hour weather forecasts are received each day which the WDO will monitor and assess to plan any necessary treatments. The midday forecast usually provides sufficient information and confidence to enable the WDO to plan any gritting actions required up to midday the following day but uncertainty in the forecast may mean that this is not always possible. In recognition of the uncertainty this may cause it is agreed that by 2pm each day an instruction will be given to rostered drivers confirming one of the following:

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- a. Gritting is required and a time is confirmed;
- b. Gritting is not required, and drivers are stood down;
- c. Uncertainty in the forecast required drivers to be retained for possible action ('retainer plus' payment will apply)

This arrangement will also apply to the Trunk Road network where treatment decisions are made by South Wales Trunk Road Agency (SWTRA).

Stand down action may apply to both evening or morning action or one shift only depending on the 36hour forecast.

### **Weekend arrangements:**

25. Where the forecast is marginal and uncertain or adverse weather predicted employees will either be provided with a gritting time and get paid the 'retainer' payment or retained on the rota and also get paid the 'retainer plus' payment. This decision will be made by the DO by 2pm on each day.

26. The potential requirement for gritting actions over the weekend and the need to retain drivers for potential gritting duties will be reviewed at lunchtime on Friday. The DO will review the updated 2-5 day forecast for the weekend ie. Saturday evening through to Monday morning. If the 2-5day forecast is marginal and uncertain, or adverse weather predicted, then it will be necessary to retain those drivers included on the rota for that weekend. The decision on a Friday does not commit to the payment of 'Retainer Plus' for the whole weekend. The forecast will be reviewed daily on the weekend and a decision made by 2pm Saturday and 2pm Sunday. 'Retainer Plus' is only paid subject to the Saturday and Sunday decisions separately. The DO will inform the Duty Supervisors who in turn will inform those drivers included on the rota.

27. If the 2-5 day forecast for the weekend indicates no risk of temperatures falling close to or below freezing and a GREEN forecast with high confidence is issued by the forecaster for the weekend, then retention of drivers over the weekend will not be necessary. The DO will inform both Duty Supervisors who in turn will inform all drivers included on the weekend rota that they are stood down by 2pm.

28. The 2-5 day forecast for the weekend may indicate different forecasts and confidence levels for Saturday and Sunday and retention / standing down arrangements of drivers will be dependent on the forecast given. In this scenario the DO will review the forecast again on Saturday and on Sunday. If the driver is stood down or given a time to grit following the Saturday and/or Sunday decision by 2pm they will be paid the 'retainer' payment only. If the driver is retained following the Saturday and/or Sunday decision by 2pm they will be paid the 'retainer' payment and the 'retainer plus' payment. The decision will be made each day. The enhanced retainer will only be paid for drivers retained on the specific shifts affected by the decision on the Saturday and Sunday.

29. If the forecast changes over the weekend and gritting action is required, then Duty Supervisors will in the first instance contact those drivers that were stood down to enquire about their availability to undertake gritting duties. There will be no obligation on those drivers to undertake their original rota assignment and they will still receive their 'retainer' payment. If drivers who are stood down are not available, then Duty Supervisors will contact other drivers included on the rota and if available they will also receive the 'retainer' payment for the shift. On the occasion where drivers included on the rota are not available then Duty Supervisors will contact those drivers in the reserve pool. These drivers will not be paid a 'retainer' payment and will only receive the overtime payment for the shift.

30. A copy of the daily 2-5day forecast will be posted to the depot noticeboards Monday to Friday so that drivers retained on the gritting rota for that week can be kept updated daily of the forecast for the week and weekend ahead.

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