

Summary of Progress Against Agreed Actions from Meeting of 17<sup>th</sup> January 2018 with members of the GMB and Unite trade unions - DRAFT

APPENDIX 2

Meeting Action		Status
1	Audit process – CNIM’s audit of the 60/ 40%, determining robustness of process	<p>The local workforce figures to December 2017 were generated by Parc Adfer’s gate entry system, for which each worker registers and submits their address.</p> <p>The data has been reviewed by CNIM and the dataset independently verified by Wheelabrator.</p> <p>On review of the data it has become apparent that some workers have used lodging addresses rather than home addresses, meaning that the quoted number is potentially overstated. It is estimated that, were home addresses used consistently, the revised estimate of the workforce living within 30 miles would be closer to 50%.</p> <p>Moving forward, CNIM has advised that home addresses will be recorded to ensure more accurate data.</p>
2	CNIM to review application of the risk assessment process and audit of subbies – has it raised any concerns? (To let us all know)	<p>CNIM has provided Wheelabrator with three audit reports, covering each key topic of the Good Practice Guide. One non-conformance was reported (an incidence of room-sharing) which CNIM reports as rectified.</p> <p>CNIM’s response suggests that the action, as originally agreed, has been completed (one of the reports examines worker fatigue in relation to the working time directive), however Wheelabrator has requested further detail and has asked CNIM to work with Wheelabrator’s own HR department to ensure that:</p> <ul style="list-style-type: none"> <li>a) the contents of the reports are accurate and verifiable; and</li> <li>b) a robust process exists for ensuring that the Good Practice Guide is robustly applied and monitored.</li> </ul> <p>CNIM has agreed to Wheelabrator’s request and further audit and oversight will be taking place over the coming months. Wheelabrator’s Human Resources department will be visiting CNIM on site on 28<sup>th</sup> March as part of their review.</p>
3	Any evidence from unions – please provide (to TUs)	<p>Since the meeting of 17<sup>th</sup> January 2018 the following statement has been received from the trade unions:</p> <p><b>Reported Grievance</b></p> <p>As set out in comments to summary of meeting of 17<sup>th</sup> January 2018 with trade unions:</p> <p><i>“The Trade Unions highlighted examples of breaches of the Working Time Regulations by the Civil contractor whose workforce travels between Willenhall and the site on a daily basis which is a 2 hours travelling journey each way, plus working a ten hour day, we await BB to provide a written response on this ?, “</i></p>

**Summary of Progress Against Agreed Actions from Meeting of 17<sup>th</sup> January 2018 with members of the GMB and Unite trade unions - DRAFT**

**Response**

An audit has been carried out on the relevant subcontractor and presented to CNIM, who is satisfied that the Working Time Regulations are not being breached. CNIM has advised that the drive times have been calculated and timesheets examined from Willenhall commuters. They have further advised that each vehicle has multiple drivers, to minimise any risk of fatigue.

**Reported Grievance**

Report from Alyn Thomas 5<sup>th</sup> April 2018

*Further to recent discussions and ongoing concerns with regards to a local workforce at Parc Adfer, I have just received a telephone call from a local resident who is a joiner, he wished to be closer to home to work because his wife was pregnant.*

*He left a job at Manchester Airport and worked via an agency here, he was informed by the agency there was at least 6 months work at Parc Adfer.*

*He informs me that he was released from the contract after 2.5 weeks being informed that he was not required they were reducing the workforce.*

*He also informed me that other workers who are employed by an agency in the midlands some of whom travel in every day have all been retained. When he asked them if they were being released he was told no.*

*I am concerned that a local resident working via an agency has been released when others who cannot be deemed to be local if they are coming from the midlands are being employed.*

*This issue clearly highlights that the local workforce is not being given a chance.*

*I will be asking one of my colleagues to make contact with the person to ascertain more detailed facts, but this behaviour would appear to be against the contractual requirement*

**Response**

No further details were received from GMB on the individual or any specific alleged breach of contractual conditions, employment law or the CNIM Good Practice Guide. However CNIM has anyway undertaken an investigation and report that:

- The individual was identified and invited in to discuss
- He was one of several joiners that were released as carpentry work slowed in one of the construction zones

**Summary of Progress Against Agreed Actions from Meeting of 17<sup>th</sup> January 2018 with members of the GMB and Unite trade unions - DRAFT**

		<ul style="list-style-type: none"> <li>• The criteria for release was skillset</li> <li>• Geographical discrimination was not a criteria</li> <li>• There was no evidence of any breach of contractual conditions, employment law or the CNIM Good Practice Guide</li> </ul>
<b>4</b>	... a list of sub contractors	A list of subcontractors has been provided to the trade unions.
<b>5</b>	Site visits agree with scope	<p>One site visit took place on 16<sup>th</sup> February. The visit was constructive and cordial. A further follow up visit programmed for 1<sup>st</sup> March was cancelled due to weather conditions and is now taking place on 16<sup>th</sup> March (today).</p> <p>On the visit of 16<sup>th</sup> February, workers had prior notice of the event and were invited to meet with the trade unions on an appointment basis. No workers took up that invitation.</p> <p>CNIM will not permit uncontrolled site access for visiting trade union representatives.</p>
<b>6</b>	What is the contract – living or not?	<p>We understand that the query is currently with Welsh Government.</p> <p>Wheelabrator is not aware of the term “Living Contract”. The contract follows a largely standard ‘SOPC4’ form, typical for public procurements of this nature. No material changes can take place without the formal consent of various stakeholders.</p>