

# **PROTOCOL FOR JOINT WORKING ON HIGHWAY CLEANSING ISSUES BETWEEN SUB REGIONAL LOCAL AUTHORITY DISTRICTS, HIGHWAYS ENGLAND AND THEIR CONTRACTORS**

## **INTRODUCTION**

The cleansing of any public highway that is not a motorway and where responsibility for its cleaning has not been transferred to a highways authority (Highways England or County Highways) under the Environmental Protection Act (EPA) S86 (11) is the responsibility of the Local Authority (LA.)

Section 89 (2) of the EPA1990 places a duty on the Secretary of State in respect of motorways and on LA's in respect of all other publicly maintainable highways in their area, to ensure that the highway or road is, so far as is practicable, kept clean. This is in addition to the section 89 (1) requirement which relates to litter and refuse and therefore means removal of detritus.

In such cases the EPA requires the duty bodies to ensure their roads are kept clear of litter and refuse as far as is "practicable".

"Practicable" however simply means "physically possible" without the need to take account of cost, time and trouble. This is in contrast to "reasonably practicable" where these considerations would come into play. LA's cannot therefore use traffic management as an excuse for not carrying out cleansing work on trunk roads; however such works are labour intensive, costly and hazardous.

In order to fulfil these obligations representatives from LA's within the sub-region, Highways England (HE) and the Highways Contractor have joined together to produce this protocol, a shared approach for public highway cleansing.

The aim being by improving communication and co-operation sub-regionally, safer working practices can be implemented and efficiency savings can be made.

## PROTOCOL

### Co-operation & Co-ordination

1. We commit to working together wherever practicable, sharing resources in terms of crews and equipment in order to improve the general appearance of the road network.
2. We will promote the work that we carry out sub regionally to illustrate the benefit of joint working.
3. HE and/or their Contractor will produce quarterly and annual programmes of work and circulate them to the relevant LA at the earliest opportunity.
4. A weekly list of road closures will be produced and circulated by the Press Office, HE. There will be a presumption that LA's will be able to share those road closures and undertake works alongside the contractor unless specifically told otherwise. LA Officers will access this list weekly and wherever possible act on the information provided in order to carry out cleansing works within road closure areas, liaising with the Contract Officer on site responsible for the traffic management arrangement.
5. All LA's will send a relevant person for induction with the HE contractor. This induction training will be cascaded through the team. We will not send anyone who has not been inducted or certified by HE. Trained personnel will be added to the central HE East Midlands register.
6. Operational staff will attend site inductions as and when required prior to carrying out works.
7. HE or their Contractors 'site supervisor' will be the lead officer on site and shall direct crews accordingly. Any issue with works should be reported to the site supervisor immediately. Where possible a LA Supervisor will attend the start/completion of works and conduct a de-brief.
8. It is the responsibility of each LA to ensure appropriate Personal Protective Equipment (PPE) is provided and worn at all times within the designated working area. All to conform to the minimum standard colour of yellow or orange and reflective strips must be to European Nomenclature 471 class 3 (reflectivity classification.) Must have two reflective strips on the leg of the trousers, must have belt and braces on the long sleeved top.
9. Where practicable, LA's will endeavour to take a common sense approach to cross border working and will cease works at a convenient and predetermined point, i.e. road junction, which may encroach into a neighbouring authority's area.

10. LA's will communicate regarding cross border working, providing extra resources, physical and mechanical, as necessary. All to make available an Asset List of available plant.
11. HE and their Contractors will provide timely information via the generic inbox regarding road closures, in order that the LA's can access the closure (whenever practicable) to carry out cleansing works.
12. Should road closures be cancelled or deferred HE Contractors will notify respective LA's immediately and have a 'back up plan' to direct crews elsewhere if practicable.
13. Should LA's be unable to commit to resources and works agreed, they shall notify HE or their Contractor as soon as possible before the works are due to commence.
14. LA's will commit to a working arrangement which allows for staff to undertake a flexible working approach, mirroring night time road closures, whilst complying with working time directives and drivers hour's responsibilities.
15. LA operational staff will be the responsibility of the LA's, not the HE Contractor. Any 'on site' incidents should be reported to the named contact in this agreement as soon as possible. A de-briefing session will be held on completion of each closure.
16. Appropriate risk assessments and safe systems of work will be the responsibility of each LA to provide, though information will be shared.
17. All generic requirements and amendments will be shared with group members for Risk Assessment inclusion, as required and reviewed every six months.
18. Half yearly reviews of practices and appendices as necessary.

## **Grievances**

In such instances where there may be a grievance between one or more of the parties, a grievance procedure will be invoked and a team of Officers not involved in the grievance will be allocated to arbitrate. The senior officers of the local Contractor and Authority will investigate and try to resolve in the first instance, if necessary HE will be the final arbitrator.



Name .....

Date .....

Signature .....



Name .....

Date .....

Signature .....



Name .....

Date .....

Signature .....



Name .....

Date .....

Signature .....



Name .....

Date .....

Signature .....



Name .....

Date .....

Signature .....



Name .....

Date .....

Signature .....



Name .....

Date .....

Signature .....



Name .....

Date .....

Signature .....

Name .....

Date .....

Signature .....

