

SYDNEY WATER NEGOTIATIONS

23rd October 2009

THE FACTS – you decide

Yesterday afternoon the MD sent an email to staff in response to the ASU bulletin of 20th October. We assumed that the MD's email was based on advice that was provided to her by Human Resources management. The MD's email suggested a very different picture of negotiations than the ASU has.

So what are the FACTS?

The email claims 'There is no "totally new pay structure"'

THE FACTS

The current draft agreement that SW wants you to vote on allows Sydney Water to "develop or revise" competency programs for all staff without the agreement of staff or of the ASU. They have removed the protection that this must be done by agreement with employees or their union. Throughout the negotiations Sydney Water has stated that they would simply have to consult during implementation of a competency program and would NOT be required to reach an agreement on the terms and application of the program with the effected employees or their union.

The current Award clearly states, "**competency structures will be developed and agreed by the relevant parties**". This must be included in the new agreement for us to accept the clause.

The SW email claims 'There are no "individual contracts"'

THE FACTS

Sydney Water's draft agreement includes for the first time a provision that *allows management to propose that you make an individual agreement* that would change your hours of work, overtime rates, penalty rates and allowances. These are very important entitlements that have been fought for over many years. They ensure fair payment for the hard work we do. This clause is NOT required by the new laws as Sydney Water is claiming. Across Australia these clauses are being resisted by workers as "AWA's by any other name." Clause 47 of Sydney Water's draft clearly states that arrangements can be made "to vary the terms of this agreement that deal with: arrangement about when work is to be performed; overtime rates; penalty rates; allowances." These items are too important to be undercut or sold off, they must be protected in the Agreement.

PTO>>>>

However both the current Award and the draft Agreement contain a separate and different clause around flexible work arrangements **to allow employees to request arrangements** that provide for a good work/life balance. But which do NOT displace your agreement conditions.

The email claims 'There is no "removal of your redundancy rights"'

THE FACTS

During negotiations Sydney Water agreed to our claim to include the current redundancy policy in the Agreement. The clause that has been written into the draft award says that "all redundancy payments made during the life of this agreement will be calculated in accordance with Sydney Water Redundancy and Redeployment policy in effect as at 1 July 2009". This clause does not include any of the other protections in the policy such as the right to redeployment, Sydney Water's responsibilities to assist displaced employees find meaningful work, fair distribution of redundancies amongst employees.

Important Note:

Last night the MD's email telling you that there was "no removal of your redundancy rights" was sent to staff at 5.32pm. At 6.01 pm SW wrote to the ASU changing its position and agreeing to the ASU demand.

The email claims 'There is no change to "hours of work for STPs"'

THE FACTS

3 months ago SWC started exploiting a loop hole in the present award that appears to allow them to unilaterally change STP workers' hours without compensation. It is our claim to close that new loophole by explicitly listing their hours in the agreement to the hours they have been working for decades: 7am to 3.28pm. Sydney Water has removed very important words from their draft Agreement such as 'usual hours of work' and 'standard hours' in order to make it easier for them to change STP workers' hours.

The email claims 'There is no removal of "rest breaks after call outs"'

THE FACTS

Our bulletin does not suggest that Sydney Water has removed rest breaks after call outs. Instead we have pointed out that Sydney Water refuses to agree to our claim that is designed to remove an obvious unsafe work practice. As an example the present award allows a worker to be called back to work at 1am, continue until 3:30am, but still be required to front for work as normal at 7:30am. These same workers are often required to operate heavy machinery. We now know what Sydney Water means when it says: 'safety is not negotiable'.

The email claims "Senior Managers are included"

THE FACTS

Whilst mentioning Senior Managers, Sydney Water's draft Agreement has LESS protection for Senior Managers than the current Award. Draft clause 52 explicitly covers less elements than are now protected. The obvious right that "termination of employment will not be harsh, unjust or unreasonable" is deleted from Sydney Water's draft Agreement. The Unions' claim was to include a 'base' common law contract in the agreement reflecting the elements that are currently common to the vast majority of Senior Managers, but with flexibility for individual changes as required.

REMEMBER THIS:

The ASU has one goal and one goal only – the best deal possible for members. Management of course have many goals and it's only natural that they are not all the same as ours. It's important to keep this in mind as we move forward.