

Wage offer reflects declining mail volumes — and lack of genuine collective bargaining

PWUA recommends offer – reluctantly

The PWUA was able to build on the EPMU Terms of Settlement and make some significant improvements to provisions of the proposed Collective Employment Agreement settlement. PWUA members will be voting on ratification of the CEA proposal over the next few weeks.

Information in this issue of Redback is to assist members to have time to think about the issues, to have discussions with their workmates, and to make an informed decision when it comes to the ratification voting on the proposed CEA.

Post again had a bargaining advantage in the negotiations. Genuine collective bargaining at Post has been undermined by the EPMU's consistent refusal to form a combined union negotiating team.

Some extracts of PWUA advocate Graeme Clarke's report to the ratification meetings follow:

"The union negotiators very reluctantly recommend to members to vote in favour of the new proposed CEA. The recommendation is with reservations.

"The union negotiators have also decided to recommend to members in delivery that they vote in favour of the proposed Postie Pay Model.

"In my view the Postie Pay Model arrived at in negotiations in March and May between the union and Post is better for at least 70% of Posties than the current collective agreement payment system.

"PPM pays Posties for what they actually do and provides an opportunity to earn considerably more, or to alter working hours to suit the individual. We have tried

Wages:

- 0% now, and
- \$1000 (taxable) paid on first pay period after 1 July 2011 (The \$1000 payment will be paid to non-union employees after 1 October 2011).
- 2% increase on 1 July 2012 on all wages and allowances.

Delivery BUIP 2011/2012:

- \$1000 paid for members belonging to a union from 1 July 2011 to 30 June 2012. (Non union members only get \$650.)
- Operations and Retail BUIP criteria not yet decided.

Term:

- 27 months from 1 April 2011 to 30 June 2013.

and succeeded in building in nearly all of the protections that we want to ensure that it doesn't become a means of dumping increasing amounts of work on a diminishing number of Posties. (See box opposite.)

"The main feature of the CEA general claims was that very little was achieved. Post's stance was to keep control of costs by holding down wages so that they could invest more to develop the company and restore its profitability.

"When it comes to voting on the CEA the options really are to ratify, or to strike for an indefinite duration. We will not get more by asking the company to be nicer.

"We are disappointed in the wage increase and feel that a joint negotiation with the EPMU and PWUA together could have produced a better result."

CEA improvements to the Postie Pay Model

- PPM to be introduced only after a process in each branch that includes any disputed round sizes being referred through a disputes system for resolution.
- If agreement cannot be reached on a round size then a third party can resolve how the work must be measured to ensure it is accurate.
- The Work Measurement System to be contractual - Post needs PWUA agreement to change it.
- Delivery branches have a contracted staffing level requirement. (This doesn't exist in the current CEA and has been the cause of many arguments about workload.)
- A protection provision against unreasonable overtime.
- A penal rate of time and a half for calculated mail volume over 8 hours, excluding voluntary cut-ups. (The new time and a half payment has been achieved by using the cut-up payment which was introduced by the PWUA in the 2008 CEA.)
- A meal allowance after 10 hours.
- Cut-up plans needed for exceptional circumstances must be based on consultation.
- Clarification that piece rate work is voluntary unless it is already substantially within the WMS or Post has supplied a motor vehicle (not a motorcycle).

Post's general claims

Company "Purpose / Vision / Performance:

- Clauses 1 to 6 of the CEA describing Post's philosophy will be deleted. The more specific points covered in clauses 7 to 11 will remain in the CEA.

Public holidays:

- Post withdrew its claim that employees could be required to work on public holidays.

4-day full-time operations employees:

- Post cannot require PWUA operations staff to change to 4-day weeks.
- The Terms of Settlement will provide for PWUA members who are offered 4-day working weeks to be able to vote on "changing the agreement" if they so wish.

Changes for retail/stores

The PWUA is concerned at the undermining of the security of working hours and location for Post employees working in "stores". (Post has renamed "Retail" in the CEA to "Store Network".)

Subject to following a consultation process with the employees and their union, Post wants to be able to change the start times to require earlier or later start times by up to 2 hours.

Post has agreed to consider first asking for volunteers when requiring employees to transfer on a temporary or permanent basis to another store, and to consider personal circumstances.

Post is guaranteeing "store" staff a BUIP payment of \$250 with criteria yet to be set for the remaining \$750 BUIP.

Benefits in settlement for union members

Union members will get a one-off payment of \$1000 in early July. Those who choose not to belong to a union must wait until October.

Delivery employees who remain members of a union continuously for 12 months from 1 July are guaranteed a BUIP payment of \$1000 next year. Part time employees will get pro rata of the payment.

Employees who wish to change from the EPMU to the PWUA will remain eligible for the full payment.

Summary of PWUA claim outcomes

PWUA claims for the new CEA were listed in the March and April issues of Redback. The results of the negotiation of issues not already covered in other stories in this Redback issue are as follows:

Sick leave:

- The PWUA asked Post for more information about the accumulation and use of sick leave to assist in analysing and then improving sick leave entitlements.

Reducing Saturday volumes:

- The spread of mail over the days of the week will be considered by the six-monthly PWUA/Post meetings.

Public Holidays:

- Post withdrew its claim to be able to require working on public holidays.
- The PWUA withdrew its claim for the Saturdays of Easter, Queen's Birthday, Labour and Anniversary weekends to become paid non-working days and for alternative days in lieu when Waitangi Day and Anzac Day fall on non-working days.

Vehicle User Agreement:

- Post will consult with the union prior to any requests to posties to change their Vehicle User Agreements.

Payment for attending Mediation:

- Post did not agree to always pay members attending Mediation at the Department of Labour.

90-Day probation:

- The PWUA congratulated Post for its assurance that it will not include the new 90 day Employment Relations Act probation provision when employing new employees.

Union right of entry:

- The current arrangements for union members to have access to union organisers on the job will continue irrespective of the 1 April changes to the Employment Relations Act.

New Employment Law:

- The company did not agree that any changes to the labour law should first be ratified by PWUA members before becoming effective at Post.

Variations to the CEA:

- Any proposed changes to part of the CEA will require a majority vote of 50% plus one and not 66%.

Laundering allowance:

- Post did not agree to change the current uniform dry-cleaning allowance to a laundering allowance in recognition that more uniform items are not suitable for dry-cleaning.

File notes:

- Although Post recognised that "it was a heck of a good idea" for employees to be aware of notes being placed on their file, Post did not agree to copies of file notes being given to employees.

Employee Protection:

- Provisions to be included in the CEA outlining protections for employees when part of Post is sold or transferred, or jobs are contracted out

Weights:

- The company said it is fully compliant with the manual handling provisions of Occupational Safety and Health.

Uniforms:

- The company will not be providing natural fibre uniform items but offered to arrange meetings between the uniform group and the union to consider appropriate alternatives for those with allergic reactions.

Sunblock:

- To be increased from \$50 to \$60 per year.

Overtime:

- Post confirmed that on-call posties are covered by part N of the CEA.

Prescription sunglasses:

- Post agreed to pay for the tinting of lenses and to look at a payment toward wraparound prescription lens sunglasses.

Consistency:

- Post provided a list of agreements made with the EPMU to maintain consistency between the PWUA and EPMU CEAs. The company will provide its corresponding agreements with the PWUA to the EPMU.

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Unlawful "duress" stopped

An attempt by Post and the EPMU to reduce the BUIP entitlement of employees wanting to change unions has failed. The BUIP clause in the Post/EPMU "Terms of Settlement" is unlawful under the "duress" provisions in section 110 of the Employment Relations Act.

The PWUA insisted on the right of workers to be able to choose which union they belonged to. Employees may change from the EPMU to the PWUA without losing \$350 of their BUIP.

The PWUA/Post Terms of Settlement provide for a \$1000 BUIP payment in 2012 for delivery employees who remain a member of either union to "recognise the financial contribution made by union members to the development of the PPM and the monitoring of its implementation".

A further attempt by the EPMU to impose a process for setting up the Postie Pay Model Monitoring Committee was rejected by the PWUA. Any necessary decisions, processes or Terms of Reference for setting up or running the PPM Monitoring Committee will be developed by three parties working together - Post, the PWUA and the EPMU.

The EPMU Terms of Settlement describing the process for setting up the Monitoring Committee is not correct.

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POSTAL WORKERS UNION OF AOTEAROA (NORTHERN)

14 Ahiriri Ave, Avondale, Auckland 0600

I hereby appoint the Postal Workers Union of Aotearoa incorporated to be my authorised representative under Sections 18 and 236 of the Employment Relations Act 2000. For the purpose of this authority any duly appointed representative of the PWUA is empowered to act on my behalf in any matters related to or arising out of the negotiation and application of any Employment Agreement or any other matter relating to my employment at my request. This authority shall continue in force until revoked by myself, giving two weeks notice.

Name (PLEASE PRINT)

Signed

Date Appointment No.

Employer

Branch

Home Address

Phone

Deduction Authority for Postal Workers Union of Aotearoa (Northern)

I authorise my employer to deduct:

\$4.50 per week when I am employed for 30 or more hours per week, or

\$2.25 per week when I am on-call, or employed for less than 30 hours per week from my pay and credit the Postal Workers Union of Aotearoa Northern District.

Please stop any other deductions from my pay to any other union.