

Draft Log of Claims

TasWater Consolidated Agreement

Negotiations 2014



The following document has been sent to you for consideration as a draft log of claims for service on the employer in pursuit of a consolidated TasWater Enterprise Agreement 2014.

In consultation with CPSU Delegates and Members across the state via the recent 2014 EBA Survey and Membership meetings, the following draft log of claims has been developed for endorsement by CPSU Members. The points below have been identified by you and your representatives as the key priorities for this round of negotiations and therefore make up your draft Log of Claims.

1. Maintain Current Conditions and Entitlements (No Trade-Off's)

The CPSU will not agree to any reduction in current conditions and entitlements in current Agreements.

The CPSU seeks the inclusion of the most beneficial clause from each agreement be rolled over into our consolidated agreement.

2. Consolidated Agreement

The CPSU seeks the establishment of a single agreement covering all TasWater Employees. The current Agreements are the Tasmanian Water and Sewerage Corporation (Southern Region) Enterprise Agreement 2010-2013, the Ben Lomond Enterprise Agreement 2011, Cradle Mountain Water Enterprise Agreement 2010 and the Tasmanian Water and Sewerage Corporation (Onstream) Enterprise Agreement 2010.

3. Redundancy Clause

CPSU seeks to increase the redundancy entitlement to 80 weeks for all employees covered in this agreement.

4. RDO's – 9 Day Fortnight

The Agreement should establish an entitlement to an RDO for all employees which shall reflect the hours an employee works to make up either a 9 Day Fortnight or a 19 Day Month.

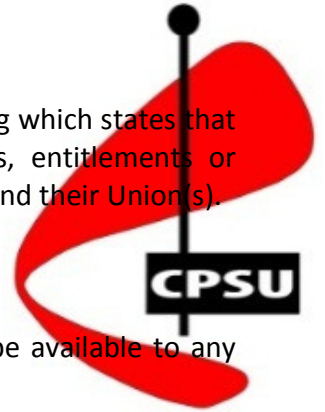
5. Dispute Resolution Process

The Dispute Resolution clause shall be simplified, reworded and include a less isolated escalation procedure so that employees do not feel as though they are unable to seek assistance outside of TasWater.

6. Consultation Process

The Consultation clause needs to be simplified, clarified and include a process which is easy to read and understand.

The consultation process will apply to any change. The clause will include wording which states that 'if there is any change which may affect an employee's working conditions, entitlements or operational requirements, the employer must consult' with affected employees and their Union(s).



7. Allowances

Handling Sewer Matter (HSM) Allowance

The HSM clause needs to be simplified and clarified. The Allowance needs to be available to any employee/s who are exposed to handling sewer matter.

Adverse Working Conditions Allowance

The CPSU supports the inclusion of the current allowance from the Cradle Mountain Water Agreement to remain with an increase reflecting CPI / wage increase.

The CPSU seeks to have the Allowance clause reworded to encompass any employee who is exposed to any of the mentioned HSM or Adverse Working Conditions.

8. Study Leave

The CPSU supports the inclusion of the Study Leave Clause from the Southern Water Agreement.

9. Meal and Rest Breaks for Day Workers

The Agreement will include a Clause which incorporates a paid morning and afternoon tea break.

The CPSU supports the inclusion of the Meal and Rest breaks Clause from the Southern Water Agreement.

10. Personal Leave Payout on termination

The CPSU supports the inclusion of a Clause in the Agreement which provides employees with a payout of Personal Leave or portion of, if on termination of employment from TasWater.

11. Conversion to Permanent and Direct Employment

Casual Employees

An employee who is employed on a casual basis conducting regular hours in their role for duration of more than 12 months shall be offered a permanent position of employment with TasWater.

Contract Employees

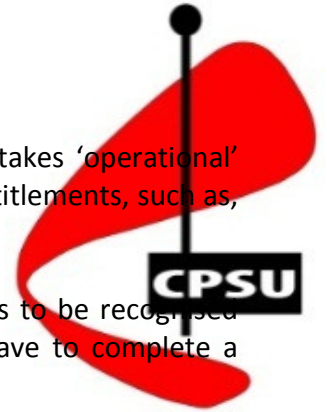
An employee who is employed on a contract will be employed on the basis that the role they are assigned to will be conducted for duration of no more than 12 months and if the role is deemed to be ongoing, the employee shall be offered a permanent position of employment with TasWater.

Labour Hire and Other Third Party Practices

The CPSU seeks the inclusion of provisions in the Agreement precluding or limiting the use of labour hire and other third party employment practices.

12. Vehicle Usage

An overarching Vehicle Policy shall be developed by TasWater in consultation with all employees and unions.



13. Definition of Operational and Non Operational

An employee who is considered to be an 'indoor' employee but whom undertakes 'operational' components as part of their role shall receive and have access to appropriate entitlements, such as, the HSM, 9 Day Fortnight etc.

For identification purposes, an employee who is considered 'indoor' but wishes to be recognised and qualify for appropriate entitlements as an 'operational' employee shall have to complete a check list which will then be discussed with their manager.

14. Apprentices and Trainees

The CPSU seeks to have commitment from TasWater to provide employment to Apprentices and Trainees.

15. Discount on Water Bill for TasWater Employees

The CPSU seeks a 15% discount for all personal bills received by TasWater employees.

16. Hours of Work

All employees need to have the ability to work out of 'normal' office hours (8:30am – 5:00pm) and have normal access to appropriate Overtime and TOIL entitlements and arrangements.

17. Leave Access

The CPSU wishes to include leave access for Domestic Violence in the Consolidated Agreement.

18. Door to Door Callouts

The CPSU seeks to extend the Overtime Rate with minimum Call Out period to 3 hours when an Employee is required to respond to a matter in their own residence.

The CPSU supports a mandatory 10 hour break once an employee has returned home to their residence from a call out before commencing work.

The CPSU seeks to separate the scheduled overtime / Fixed overtime from the callout clause to make the process fairer for all.