

# IT'S GAME TIME!

SEA-Unite and SFWU negotiations for a new Collective Agreement

## SkyCity 2010-11 Negotiations Update

Joint SkyCity newsletter of SEA-Unite and the Service & Food Workers Union

January 2011 Number 3

## Unions reject offer & plan action

Hundreds of staff participated in the four meetings on January 1st. A significant number simply went home without voting as well it seems.

The vote was 95% in favour of rejecting the company offer and taking industrial action until a suitable offer is received.

The three year term was strongly opposed, and workers were angry that the many problems they already have with the company couldn't be fixed for another three year. The refusal of the company to consider any changes to the Collective Agreement (other than the miserly annual wage rise and World Cup bonus) means that the bad treatment will just continue. They will continue to "restructure" at

whim replacing full time with part time jobs where workers have much fewer rights. They will continue to ignore the needs of front line salaried staff who want Collective Agreement coverage. They will continue to prevent workers accessing legal rights like lieu days, flexible working hours. They will continue to try to cut the union out of representing staff.

What is clear is that the company is willing to spend a lot of money trying to beat us. They did it on New Year's Day by bulking up staffing to unheard of levels. We kept the meetings to an hour to maximize those costs. That means we have to be smart about our own action and recognize that we could be in for a long battle.

That means the workers and their unions need to get stronger in the course of the dispute. Workers need to be more confident about taking action and what type of action they can take. More departments need to be involved as time goes on.

The company is threatening not to pay back pay when a final settlement is reached. They have done that before and we always got it in the end. If we are strong we will get it again.

As well as periodic united days of action we will organize action by department and shift and go slows and work to rules. (see Page 2 inside)

It is not too late for those on IEA's to sign up to the unions and join the fight for a better deal.



# What action we can take

Now that the unions and the company are officially in dispute workers have a complete freedom to take industrial action without any form of disciplinary being taken.

These actions became legal once the existing employment agreement expired and negotiations reached an impasse.

Any collective action that affects a business is deemed to be a strike. This includes going home early, arriving late, “work to rules”, “go slows”, refusal to do some duties, wearing union badges etc.

When faced with such action the company has the right to issue you with a “suspension notice” until the action is ended. The notice should give the reason for the suspension – identifying the action being taken that needs to stop.

You can return to normal duties immediately or at any time after receiving the notice and the suspension notice is no longer valid. The same or another type of action can be taken some

time after you have resumed normal duties.

There is no need to inform the employer you are taking the action.

All types of industrial action involve breaking your employment agreement and the normal rules at the company. These actions are protected in law and you can't be disadvantaged for taking action. The only exception would be things like theft of company property which are covered by criminal law not industrial law.

This means you can wear your uniform on the picket line for example. You could also decide to take your breaks collectively with other union members at times that suit you.

Members in different departments should talk about the action they can take. All action is approved that slows down or disrupts the operation of SkyCity as a business.

The “Go Slow” is probably one of the most effective forms of action that can be taken in a

service industry. It will often take the company some time to discover what you are doing and get the suspension notices issued.

Another effective action is the “partial strike” when you do only part of your duties.

In some cases staff who are not in the union could be forced to do extra work as a consequence. They have a simple way of saying “No” – join the union and refuse to do the extra work (another form of industrial action). That applies to supervisors as well.

If the work is not part of someone's job description then you can't be forced to do the work – even if you are a manager. They can ask you but in law you don't have to agree.

Nor is the company meant to bring contractors in to do the work of striking staff. When the company normally uses extra staff (like on New Year's Eve) they can claim it wasn't done specifically to counter the strike. But if they brought in contract cleaners because a backlog of work was building up because the cleaners were on a go slow – that would be illegal and the union should be notified.

If anyone is being threatened or disciplined please get in contact right away. We will also be demanding the removal of any note to files for a “No Call, No Show” or lateness or absenteeism if the worker was taking industrial action.

**BE CREATIVE – THE BETTER WE GET THE MORE PRESSURE WE CAN BRING TO BEAR ON THE COMPANY.**



# Unions deliver at SkyCity

## Gains for SKYCITY worker as a result of union negotiated Collective Agreements

(very partial list drawn from the most recent agreements)

- An average of 5% a year pay rises for the last 5 years.
- Special payment to union members only of \$700 over term of 2008-2010 agreement
- Introduction of annual service payment of \$200 after 5 years and \$500 after 10 years service
- \$15 minimum wage after 3 years service
- Shift-based leave payments
- Coverage for Table Games Supervisors in the Agreement
- Elimination of unpaid meetings for Table games Staff
- COA License Reimbursed after two years
- Enforcing right to nominate lieu day with two-weeks notice
- Significant back pay claims in Hotel Housekeeping
- Special rate for NZQA qualified security guards after 1 year
- One off extra week's leave after 5 years
- Enforcement of additional break for 10 hour shift workers
- \$150 knife allowance for apprentice chefs
- \$60 shoe allowance for particular areas
- \$150 unpleasant duties allowance for cleaning, housekeeping, groundspeople and trades assistants.
- Moving some staff from casual to part time staff
- Enforcement of consultation process during restructures and making the outcome fairer
- Drycleaning for Table Games and Finance supervisors
- Sick Leave accumulation up to 40 days
- Protecting dozens of members during disciplinary processes against unfair warnings or dismissals
- Freezing 24/7 and carpark charges during the last agreement
- Successfully taken cases to the Human Rights Commission to stop discrimination, including when a worker with a medical disability was forced to work night shifts.
- Ensured that Sky complies with its legal obligations to parents and caregivers to allow them flexible working hours.



## MANAGERS MAKE FOOLS OF THEMSELVES

While Table Games managers were covering the tables for dealers taking industrial action it became obvious that their customer service skills were sadly lacking (leaving aside their technical ability which also left something to be desired).

The employees hereby lay charges of dereliction of duty, failure to provide appropriate service, displaying a lack of skills and training, and bringing the company into disrepute.

A possible outcome of these charges is being publicly named and shamed on the union noticeboard.

## EMPLOYMENT AUTHORITY DETERMINATION ON POSTIES NOT DELIVERING ALL MAIL.

This case is an example of the type of action that members can take that involves a partial strike or go slow that the company doesn't know about. Posties only delivered part of the mail. NZ Post then refused to pay workers for the full day's work even though the refusal to deliver all mail was done only for part of the day and they weren't suspended until the following day.

When Posties received the suspension notices they ended their partial strike and resumed normal work. They then began the partial strike again when out delivering letters. They were accused of organizing a "secret strike". The Authority declared the strike legal and therefore the workers had to be paid for the full day.

Following are extracts from the Employment Authority decision after the union took the company to court. The "Applicant" was the union.

### Employment Relationship Problem

[1] The Applicant seeks a declaration on whether the Respondent is entitled to withhold pay from some of the Applicant's members in relation to a strike during bargaining over a collective employment agreement last year.

[2] The strike comprised some postal delivery workers ("the Posties"), who are members of the Applicant, delivering only some of the mail assigned to them and placing the rest of their allocated mail in public post boxes along their delivery routes ("reposting").

[3] The parties agree that this activity was in breach of the Posties' employment agreement and comprised a strike under s81 of the Employment Relations Act 2000 ("the Act").

[4] This reposted mail had to be returned to the Respondent's Mail Sorting Centres where it was again sorted and sent to delivery branches.

[5] The reposting action was a surprise to the Respondent. It was not notified that the Posties intended to take that action or when the action would start. Its evidence was that had it known of the intended action, suspension notices would have been issued immediately – that is before the Posties went out on their rounds that day.

[6] On discovering the next day that Posties had reposted mail, the Respondent took steps to suspend those workers. In the examples provided in evidence to the Authority investigation, Posties who reposted were suspended at some time during their next working day and did not work again until the bargaining issues were resolved between the parties.

[7] The Posties were notified of suspension under s87 of the Act. The Applicant claims the Posties were entitled to be paid for the hours worked on the days when they undertook partial delivery and reposting and up until the time that they were issued with their suspension notices. The respondent says it is entitled to refuse to pay for those

hours because the workers were striking.

[8] The suspension notices were "backdated" to the beginning of the day on which the Posties undertook partial delivery and reposting in breach of their employment agreement

[27] While workers have the freedom to promote their position in bargaining by attacking their employers' economic interests through lawful strikes, the means provided to employers to defend those interests include the power under s87 of the Act to suspend striking workers.

[28] However suspension is not an automatic process. It only results, lawfully, from a particular employer exercising the statutory discretion.

[29] The power to suspend, and the decision of an employer to use it, becomes particularly important where workers are engaged in part performance of duties. It is not necessary in the case of an 'all out' strike as there is no work and no right to pay. However in the case of a strike which involves actions such as a 'go slow' or a 'ban', the employer has an important calculation to make – can it live with the disruption of less productivity or service being provided by the workers (who are still to be paid for all the hours they attend work doing the remainder of their normal duties) or is the cost too great? Sometimes an employer will 'tough it out' (and the workers will have literally 'banked' on that calculation so they keep getting paid) or will 'up the ante' by suspending those workers, and, with that suspension, any entitlement to pay. For that reason it is a powerful discretion but is one that must be exercised within the scheme of the Act.

[35] Accordingly I find that the Respondent was not entitled to backdate the suspension notices as a means of disintitling the Posties to their pay during the shift in which they reposted mail.

[49] Disciplinary action may not be open to the employer, or civil suits (s85(1) of the Act applies) but there are, of course, still limits to the scope of permissible strike activities. For example, extreme activities such as theft or assault would be subject to criminal prosecution.

### Determination

[50] For the reasons given above the present employment relationship problem is resolved by the following declarations:

- (i) The Respondent was not entitled to backdate suspension notices issued to the Posties in July 2006.
- (ii) The Posties are entitled to pay for all hours worked on the day of the strike action and for hours on the next working shift up to the time that they were issued with suspension notices.

