

WASA THREATENS TO FIRE THE PRESIDENT OF A RECOGNIZED MAJORITY UNION OF WASA WORKERS!

The Executive Director (ED) of WASA has written to the President of the PSA threatening to “the termination of your (the President’s) employment” with WASA.

The ED complains of:

1. “ the untenable nature of the indefinite time-off for Union’s business”
2. “Your continued employment with the ...PSA... is not in the best interest of the Authority”
3. “your current portfolio as Minority Leader of the... THA... is a conflict of interest based on the Civil Service Act ... section (10) (1)”.

I have just a discussion on radio about this letter and threat that was full of incorrect information based largely on the misinformation contained the ED’s threatening letter.

1. WASA is not part of the Civil Service and the Civil Service Act has no relevance to WASA.

WASA is a statutory organization governed by the WASA Act.

WASA’s employees are not appointed by ANY Service Commission and do not hold any public office. Not even the ED is a Civil Servant or Public Officer.

WASA monthly paid employees are pensionable under the Pension Extension Act, not the Civil Service Act.

WASA is the employer within the meaning of the Industrial Relations Act Ch 88:01 (not the CPO) and the PSA is a recognized majority union (RMU) for the bargaining unit of monthly paid employees of WASA.

2. The terms and conditions of employment of those employees are contained in a Collective Agreement agreed through collective bargaining between the employer (WASA) and the union (PSA).

The WASA-PSA Collective Agreement provides for No-pay leave for any PSA member who is elected to the national executive of the PSA.

Article 37 of the Collective Agreement which states at 2 (a):

<p>“An employee (of WASA) who is certified by the Association as an elected member of the executive of the Association SHALL on making an application BE GRANTED leave of absence WITHOUT PAY for the PERIOD OF TERM OF OFFICE”.</p>
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The only time limit on such leave in the Agreement is “**for the PERIOD OF TERM OF OFFICE**”. **THERE IS NO INDEFINITE TIME-OFF FOR UNION’S BUSINESS’ as the ED says in his letter.**

An employee shall be granted such leave once elected to the PSA executive.

The last PSA executive elections were in December 2020 and the leave for the President was last granted by WASA; the same month that the ED was appointed Chairman of the Board of Commissioners of WASA.

IF WASA granted leave required by the Agreement 6 months ago, the ED needs to explain how and why is the President being full time with the PSA suddenly ‘not in the best interest of the Authority’?

The President is not the only WASA employee to have had such leave to serve on the PSA executive over its history.

If WASA is not happy with the provision for leave to serve on the PSA executive for its employees, it must engage in Collective Bargaining with the RMU, the PSA, to change the terms of the Agreement. **WASA cannot UNILATERALLY change ANYTHING in that Agreement without negotiation and agreement with the PSA.**

When the Chairman was also appointed as ED, the Minister of Public Utilities (himself an Attorney at Law) made heavy noise about the ED’s qualifications and experience as a management consultant and public and private sector change management expert.

Surely, such an expert will know the difference between the Civil Service and WASA and the legal position of an RMU and Collective Agreement.

The Minister, having been a Head, Legal Services in a Ministry of the Civil Service up to the time he became a candidate and got elected as an MP and appointed a Minister.

Even if some of the callers and hosts discussing the ED’s threatening letter are not aware or confuse the provisions of the Civil Service Act and Regulations or other Agreements on the Port etc with what the WASA Agreement provides, the very experienced and qualified cannot claim to be unaware.

As a Secretary/ Treasurer then President of the PSA and an employee of the Agricultural Development Bank, with similar provisions in the ADB Collective Agreement was in such no-pay leave for the 7 years I served on the PSA Executive.

When I returned to the ADB, the bank refused to give no-pay leave to go to Law School the next year and forced me to resign my job. The HR Manager said I was out with the union for 7 years and the Bank couldn’t guarantee me a job as an Attorney at Law.

My immediate successor Ms. Baptiste-Primus was a Civil Servant and was similarly on no-pay leave from the Civil Service for over 20 years as a member of the PSA Executive in various posts.

The threats by the ED to terminate the employment of the PSA President is a most flagrant attempt at anti-union assault and a dangerous violation of industrial relations law and practice and trade union and Constitutional rights.

Clyde Weatherhead

A Citizen Fighting for the
Rights of All

20 April 2021