



FAQs

What can I do if I do not want to accept any of the options and do not want to go to a one-to-one meeting/ What can I do if I do not want to attend a one-to-one meeting with NIW as I don't want to feel pressurised and do not want to accept either of the options.

A. *You can advise management that you do not accept the offer and want them to deal directly with your trade union. You can send the following to Andrew Hoctor andrew.hoctor@niwater.com Rose Kelly rose.kelly@niwater.com if you choose to do so.*

Form of Words you may choose to use:

Dear [INSERT]

I refer to the above and to the pay proposal/"framework" offer made directly to me and thereby bypassing NIPSA.

I am concerned about the content of the pay proposal and the way the "choice" has been framed and presented to the workforce.

I wish to confirm I do not agree to the proposal/"framework" and do not wish to engage at all with any process outside of the collective agreement process through NIPSA. Therefore, I do not wish to receive further contact by any means or to be engaged with by NIW in respect to the NIW pay proposal/"framework" until further notice. I do not wish to be contacted directly on this issue, bypassing the Union, by any means e.g. via e-mail, letter, video etc.

I wish to make it clear however that I do NOT consent to any changes to my terms and conditions. I do not accept that there are only two options, Option A and Option B. I wish to be clear that I elect to remain on my present terms and conditions and that I do not consent to Option B which allows for me to be placed on the new framework upon promotion.

Finally, I have cc'ed this e-mail to my Union Representative and expressly reserve my individual position in respect to the legal remedies available to me/NIPSA from NIW bypassing NIPSA and making this offer direct to me.

Regards

- Q. What can members do to get a pay rise without contractual changes?**
- A. *Members can firstly turn down all options as above and members may choose to take action which may include action short of strike action, strike action or selective action. NIPSA will be discussing this with its members.*
- Q. The member of staff beside me wants to join NIPSA how can they do that?**
- A. *They can contact the NIPSA Seconded Officer Deborah Adegoye at deborah.adejoye@niwater.com who will ensure they receive an application form to join NIPSA.*
- Q. Does Option B mean I can stay on my current Terms and Conditions?**
- A. *No - Option B means that your terms and conditions will change to Option A upon promotion. The only way to keep your current terms and conditions is to reject **both** Option A and Option B and indicate that you do not consent to any change in your terms and conditions as regards pay and reward.*
- Q. Can my employer advertise externally with the New Conditions?**
- A. *Yes, your employer can do this but it will take years to move people onto the new conditions doing it this way and would, in our opinion, create equality issues.*
- Q. Management have sent a written response to NIPSA's correspondence to its members, what is NIPSA's view on this?**
- A. *NIPSA have no interest in mud slinging as we are too busy trying to protect members interests and their terms and conditions of employment against this attack. We stand by our position as set out in our correspondence.*
- Q. Am I getting 8% for changing my Terms and Conditions?**
- A. *No, you need to deduct what you would have been paid for the cost-of-living increase and your PMR from the 8%. In effect this could mean a one off payment of between approximately 1.5% and 5% for giving up your contractual rights for the rest of your career.*
- Q. What about this year's Pay Rise?**
- A. *NIPSA cannot lodge a Pay Claim until last year's Pay Claim is settled. However members should be aware that in making any Choice, the Choice will affect this year's pay and next year's pay and every year's pay thereafter.*

Q. Are there Questions I should ask if I attend a one to one meeting?

A. You may wish to ask the following, if you wish:

1. Are there contractual underpins for Option A?
 - a. Is there a contractual right to revalorisation under Option A?
 - b. Is the introduction of a pay matrix contractually binding?
2. If I chose Option A will I give up my contractual rights to PMR?
3. Could that the lack of contractual right to an increase in pay have a detrimental impact on my pension entitlement, sick pay and holiday pay under Option A?
4. Would I potentially be working to submarket rate for 5 years under Option A?
5. How does the headline pay increase take into account
 - a. rates of pay inflation and general inflation, with general inflation having peaked at around 10%?
 - b. the sacrifice of terms and conditions and in particular (a) contractually guaranteed revalorisation and (b) performance p
6. Why have you tied up the pay offer and the new pay system? Why can the pay offer not be implemented without me agreeing to the new pay and grading system?
7. Will my bargaining position, and that of the union, not be weakened in future as regards pay if there is contractual underpins to the new system?
8. What about the potential impact of non-consolidated pay on my pension? Are non-consolidated payments non-pensionable? If so could the lost value of payments being non pensionable over the lifetime my career be substantial?
9. How do I move through the matrix and are there caps?
10. Have you had the offer independently assessed and evaluated for fairness and equality compliance?

We hope this is helpful and will also add it to the NIPSA Website. Please ensure we have your personal email address as we can get such information to you very quickly. Post takes a few days. If you need to update your personal email address please contact deborah.adegoye@niwater.com who will provide details for updating.