

To:  
Subject:

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**From:** Hearn, Janine [mailto:Janine.Hearn@fire.org.nz]  
**Sent:** Tuesday, 10 January 2012 9:46  
**To:** 'Steve Warner'  
**Subject:** NZFS/NZPFU Collective Negotiations

Steve

As discussed, NZFS has given considerable thought to the settlement proposal tabled by the NZPFU at our meeting on 5 January. We acknowledge the significant movement made by the NZPFU in relation to backdating, and appreciate this.

NZFS is very comfortable with the majority of the proposal tabled by the NZPFU, and, like the NZPFU, are very keen to settle these negotiations. We are still committed to achieving change that would enable the employment of additional staff, in a cost effective, manner, to more effectively staff the organisation. We acknowledge your commitment to a working party on these issues, but have very real concerns that, with the wording proposed, at the end of that working party we may be no further ahead in addressing this issue than we are now - an issue we both identified needed to be addressed three years ago. All of the data and information compiled by NZFS on absence levels, trends, patterns, overtime etc was provided to the NZPFU over 15 months ago and we have not yet seen any demonstrable engagement in developing alternative solutions other than to reject the range of proposals tabled by NZFS. We acknowledge that we too could have approached our engagement with you on these issues differently which may have enabled more progress to be made. For these reasons, we can agree to your tabled proposal if the wording in relation to the working party is strengthened to give NZFS some certainty that there will be an outcome at the end of it.

Attached is some proposed wording that seeks to achieve that certainty for NZFS while still providing sufficient time for NZFS and the NZPFU to work constructively together to come up with alternative approaches that are acceptable to both parties.

We would also like to see the inclusion of the new Superannuation clause, already tabled, that prevents access to employer contributions from more than one superannuation scheme.

If the NZPFU are prepared to agree to this strengthened wording and the inclusion of the new Superannuation scheme, then NZFS is happy to settle on the following basis as proposed by the NZPFU:

- 2.7% increase to wages and allowances from 5 January 2012
- Lump sum of \$1,200
- Changes to Parts 3 and 4 already agreed
- Term to 31 December 2012
- Working Party (with revised wording proposed by NZFS)

We look forward to your response and hope that settlement will be able to be reached on this basis.

As discussed, we would also ask that the NZPFU give consideration to withdrawing the industrial action notified on 23 December targeted at the recruit course scheduled to commence on 16 January. The most significant impact of this action is not on NZFS but on the 12 recruits who have resigned their current employment in anticipation of undertaking their recruit training course and commencing as firefighters with NZFS.

Regards  
Janine

### **DRAFT Working Party Wording - To Be Inserted Into Part 2 Section 3 of the CEA**

The New Zealand Fire Service and the New Zealand Professional Firefighters Union shall establish a joint project team of three representatives from each party which shall hold its first meeting by 28 February 2012, to develop and agree solutions that enable the more flexible deployment of relieving staff, including additional relieving staff that will be employed to reduce the high level of overtime required to maintain staffing levels.

The parties acknowledge that the New Zealand Fire Service has already undertaken a significant level of analysis in relation to absence trends and patterns, staffing levels necessary to reduce overtime and the work patterns that would be needed to enable additional relieving staff to be deployed effectively, and this work will be used by the project team to develop alternative options to those already proposed by the New Zealand Fire Service. The parties hereby agree that if agreement cannot be reached on clauses that are acceptable to both parties and an associated variation to this Collective Agreement signed by 31 December 2012 then the following new clauses and wording changes to existing clauses shall take effect from, and be fully enforceable from, 31 December 2012.

#### **New Clause 2.3.5 - Relieving Workers** *(renumbering of current Clauses 2.3.5 to 2.3.11 to become 2.3.6 to 2.3.11)*

Reliever positions will be advertised and workers will be appointed to these positions in accordance with NZFS's standard appointment process. The NZPFU will do nothing to discourage workers from applying for Reliever positions.

Reliever positions will be assigned to a Fire District and will be assigned a "usual" station . Reliever positions will be over and above core staffing levels, where core staffing levels are defined as minimum shift manning multiplied by 4.

The 8-day cycle for relieving workers will nominally commence on the first day shift of Brown watch.

Workers employed as relieving workers will not be assigned to a specific watch. Relieving Workers will be advised a minimum of 8 days prior to the commencement of each 8-day cycle the shifts they will be required to work over that 8-day cycle. Such shifts may be on any one or more of the Green, Red, Brown or Blue watches. Any additional hours worked over and above the standard 48 hours in each 8-day cycle will be paid at the appropriate overtime rate.

Wherever practicable, relieving workers will be provided with the opportunity to select, from available shifts, the shifts they work over each 8-day cycle, providing that the shifts selected total a minimum of 48 hours in each 8-day cycle and the pattern of work complies with the Fatigue Management Policy.



Wherever practicable, relieving workers will be assigned to one distinct watch in each 8-day cycle. The number of different watches worked in each 8-day cycle will be minimised as much as is practicable.

At all times the Fatigue Management Policy will be complied with in relation to workers who are employed as relieving workers. At all times workers employed as relieving workers will receive at least 72 consecutive hours off in each 8-day cycle.

**Clause 2.4.4 - Changed Wording as follow (highlighted in italics)**

Operational workers, *other than those employed as relieving workers*, shall be assigned to Green Watch, Red Watch, Brown Watch or Blue Watch. *Workers employed as relieving workers will not be permanently assigned to a specific watch.*

**New Part 6 - Schedule Six**

Review of Introduction of Relieving Watch

NZFS and the NZPFU will jointly agree the establishment of benchmark costs of staffing prior to the introduction of new Clause 2.3.5. NZFS and the NZPFU will jointly review the operation of Clause 2.3.5 annually until 2016 to ensure it is operating as intended. This review will also evaluate the additional costs and/or savings generated from the introduction of these changes to staffing costs based on the benchmark costs established. Where savings are generated from the introduction of these changes, these savings will be re-directed, in the next round of negotiations, into increases to wage rates in a manner to be determined and agreed during those negotiations.

A committee consisting of three NZFS and three NZPFU representatives will be established to monitor the implementation of Clause 2.3.5 so that any implementation issues can be resolved quickly.