

To: Hearn, Janine
Subject: FW: Your e-mail of 10 January

Janine,

The Union refers to your e-mail of 10 January 2012.

The Union's Bargaining Team is pleased that you acknowledge the significant movement the NZPFU has made. The Team is also pleased that you acknowledge that Management could have approached things differently and that if this had been done, more progress may have been made.

In the overall context of an agreeable Settlement Package, the Union could accept the inclusion of the new Superannuation Clause you propose.

However, your proposal regarding the Flexibility/Relieving Clause is a real problem.

You have acknowledged the Union's commitment to a Working Party on these issues. The Union's commitment is genuine as the Union knows the issue will not go away – a workable, fair and efficient solution must be found. However, the Union does not see the same commitment from Management.

What incentive is there for Management to come up with or agree anything in the Working Party, when, if there is no agreement, Management gets exactly what it is presently demanding? That situation is a recipe or a plan to ensure that the Working Party will fail.

The Working Party has a big task to undertake. It will need, amongst other things, to look at:

- Further, detailed, analysis of the data Management has obtained;
- International Best Practice, Health & Safety implications of shift patterns;
- Impact on individual Brigades;
- Conditions to apply to Relievers (such a position needs to be attractive enough for persons to apply for such a position);
- Any potential supplementary measures to reduce overtime e.g. option of Training Courses.

In conclusion then, in terms of a Package Settlement, the issue in contention is your Demand that if the Working Party cannot agree, the default position is your specific Demand that your Relieving Workers Clause, will come into operation.

This is not a good faith process to undertake. The Union sees that there is no incentive or reason why Management would commit in any way to a successful Working Party.

On this basis therefore, your counter-proposal must be rejected.

The Union is also concerned to see that the Union's questions and your replies regarding the proposed Relieving Workers Clause (sent to the Union on 9 January 2012) is reproduced on the Fire Service's website. The Union sees this as another Breach of the B.P.A. by management.

Regards
Derek