



## **ANALYSIS OF GRAEME COLGAN REPORT**

**(PUBLICLY RELEASED 21 OCTOBER 2022)**

The Report and Recommendations largely focus on firefighters and it is acknowledged that the report was not intended to canvass all claims. Where applicable the principles apply to all NZPFU members covered by the bargaining.

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**The NZPFU welcomes this Report and the principles within it. The Recommendations are not binding on the parties but make significant progress compared to FENZ's offers.**

**The NZPFU and FENZ meet on 27 October for bargaining.**

**The NZPFU will be seeking FENZ embrace the principles and also address the claims not canvassed in the Report. There are Recommendations that do not go far enough, or the NZPFU does not agree with. There are claims that are not addressed or canvassed, particularly for members other than firefighters. Those matters are also part of the negotiations.**

**Key findings include:**

- **Health, safety and wellness needs to be addressed promptly** by providing medical and psychological programmes and treatment for staff potentially affected by inherent risks and exposures
- **NZPFU members should be involved in early, genuine and detailed consultation** leading to FENZ decision-making on matters affecting FENZ's operations including the health, safety and wellbeing of its greatest asset – its people.
- **FENZ's attention was drawn to its obligations under legislation which impose obligations to promote safe systems of work, to prevent injuries and to consult in good faith.**
- **FENZ firefighters are significantly underpaid** when compared to the nearest comparator groups in NZ (DOC staff who fight fires on DOC lands and airport firefighters).
- There is an equity issue within FENZ. **NZPFU members are inadequately paid when compared to other staff in FENZ** (including those that are poorly remunerated).
- **The salaries of trainees after graduation are low, unattractive** and unless changed are **counterproductive to recruitment.**
- **Continued retention of inadequately paid staff cannot be taken for granted.** Good will and commitment to service should not be taken for granted by FENZ.
- There has been **inadequate recruitment of firefighters for some years.**
- The **shortage of staff has resulted in significant levels of overtime being worked by NZPFU members** to maintain the cover needed on appliances and stations
- FENZ agrees that the ratio of firefighters has to increase. **FENZ must make good on its solemn commitment to recruit more and good quality firefighters and communications staff**

**Principles to apply financial resources:**

- *“The need for firefighter’s base remuneration to increase significantly to align it more closely with the remunerations of non-firefighting FENZ staff and other comparable firefighting base incomes identified in this report*
- *The need for attractive terms and conditions of employment (including especially remuneration) for recruitment and retention of top-quality staff and thereby to ensure their commitment to long term public and community service*
- *The desirability of maintaining, by differential remuneration, ranking distinctions based on seniority, experience, training and qualifications of NZPFU members*
- *The need to balance the availability of overtime work for staff who wish to take this, with the needs of other staff who cannot or do not wish to work significant overtime, by attempting to ensure that base remuneration is adequate for those in the latter categories*
- *The need to address promptly and seriously the health, safety and wellness of firefighters and control room communicators by providing medical and psychological surveillance and treatment for staff potentially and actually affected adversely by the inherent nature and risks attaching to these roles*
- *The desirability of involving practicing firefighters in early, genuine and detailed consultations leading to FENZ decision-making affecting relevant elements of FENZ’s operations, including but not limited to, the health, safety and wellbeing of its greatest asset, its people.”*

**GC provides three “financial envelopes” for the three financial years of the collective agreement for the remuneration for NZPFU members as a percentage increase of the previous year’s total payments (wages, allowances, overtime, superannuation).**

- These financial envelopes are not to be used for reimbursement allowances, ACC, sign-on bonus, costs of developing and implementing health, safety and wellbeing measures or remuneration costs of additional NZPFU members employed.
- Department of Internal Affairs appointed financial reviewers are calculating the financial envelopes recommended.

**2021–2022            financial envelope 3.5%**

**2022-2023            financial envelope 7.5%**

**2023-2024            financial envelope 6.5%**

**Financial recommendations include:**

- Sign on bonus \$1500
- Backdating for wage and allowance increases to 1 July 2021, 1 July 2022 (for relevant increases)
- Medical Response recognition as part of a base wage increase as opposed to a separate allowance
- \$250 p.a. reimbursement for blood screening programme for monitoring and detection of occupational cancer
- Income protection and medical insurance to be provided
- Mental health programmes and support to be determined through a working party
- Does not recommend a metro allowance is addressed at this time

**TABLE OF RECOMMENDATIONS COMPARED TO NZPFU CLAIMS AND FENZ OFFERS**

The below table compares the issues covered in the recommendations in the Graeme Colgan Report with the NZPFU claim and the FENZ Offers.

The Graeme Colgan Report does not cover all NZPFU claims in the bargaining, and is very light on references to the membership other than firefighters. He does confirm that the bargaining and his report (where applicable) does cover other members.

NZPFU claims not canvassed in the Report are not included in the table below as this table only includes claims covered in the Graeme Colgan report. We will be continuing to pursue those claims in the bargaining.

NZPFU AUGUST CLAIM	GC FINAL REPORT	FENZ APRIL OFFER	FENZ JULY OFFER
<p><b>Remuneration</b> 1 July 2021-30 June 2022</p> <p>Trainee FF 11.5% FF entry 7.5% All other ranks 4.5% (with some ranks accelerated pay progression)</p> <p>Comms Centre low grades to align with ff otherwise 4.5%</p> <p>All other members 4.5%</p>	<p>Financial envelope of 3.5% increase for wages and allowances (including overtime and superannuation) on the applicable payments made in the previous year.</p> <p>Backdated.</p> <p>(Not to be used for sign-on bonus., costs of health, safety and wellbeing measures, reimbursement allowances, the additional NZPFU members engaged after settlement of the collective agreement.</p>	<p>2% firefighters (11.5% trainees to living wage) 96 trainees per year for 12 weeks (7.5% FF entry) 1.5% officers 2% on allowances Some ranks with accelerated pay progression</p> <p>Comms centre 2% and 1,5% shift manager All other members 1.5%</p> <p>Backdating conditional on acceptance of offer by 31 May</p>	<p>No backdating.</p> <p>April offer to be folded into rates for 2022-2023 year and paid as one increase from 1 July 2022.</p> <p>\$2000 lump sum payment in lieu of pay increases on base rates for the 2021 year.</p>

NZPFU AUGUST CLAIM	GC FINAL REPORT	FENZ APRIL OFFER	FENZ JULY OFFER
<p>1 July 2022 – 30 June 2023</p> <p>All members 7%</p>	<p>Financial envelope of 7.5% increase for wages and allowances (including overtime and superannuation) on the applicable payments made in the previous year</p> <p>Backdated</p>	<p>To be determined by Korn Ferry Market data</p>	<p>FENZ April offer and additional increases of</p> <p>4% trainees (15.5%) 96 trainees per year for 12 weeks</p> <p>3.5% level ff (7.5%)</p> <p>3.5 percent other ranks (5.5-8%)</p> <p>2.5% for Officers (4%)</p> <p>1.5-3.5% comms centres</p> <p>2.5% for all other members</p>
<p>1 July 2023 – 30 June 2024</p> <p>All members not less than 6% and to align with Government’s Public Sector Pay Adjustment or CPI (whichever is the highest)</p>	<p>Financial envelope of 6.5% increase for wages and allowances (including overtime and superannuation) on the applicable payments made in the previous year</p>	<p>To be determined by Korn Ferry Market data</p>	<p>Not less than 4%</p>
<p>\$2000 sign on bonus</p>	<p>\$1500 sign on bonus</p>	<p>No sign on bonus</p>	<p>No sign on bonus (\$2000 lump sum offered was on basis no backdating for 2021 year).</p>
<p><b>Remuneration review</b></p> <p>Remove this clause and Korn Ferry market data process as does not provide relevant comparators and being used to keep wage increases low.</p>	<p>Current use of Korn Ferry not providing “particularly accurate indicator of all relevant criteria”</p>	<p>Korn Ferry market data process to continue</p>	<p>Korn Ferry market data process to continue</p>

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	<p>If this clause is to be retained then recommends a broader and less “job-sized” comparative analysis approach to remuneration reviews</p> <p>\$1500 sign on bonus as an incentive to settle and can be seen as FENZ’s commitment to improving the relationship</p>		
<p><b>Medical Response</b></p> <p>Appropriate training for the types of response by certified experience trainers.</p> <p>2018 Record of Settlement recognised medical response not included in job sizing/rem for firefighters.</p> <p>Weekly allowance for firefighters and Comms Centre members of \$50 per week</p> <p>\$1500 one-off gross payment in recognition of medical response 2013-2022</p>	<p>Firefighters should be trained appropriately, at least to a sufficient level, to undertake the response.</p> <p>Does not recommend separate allowance but compensation be incorporated into the base rem and accounted for in the above financial Envelopes</p>	<p>FENZ to discuss NZPFU’s claims for additional training and support .</p> <p>Reject claim for allowance or any monetary recognition of medical response</p>	<p>FENZ to discuss NZPFU’s claims for additional training and support .</p> <p>Reject claim for allowance or any monetary recognition of medical response</p>

NZPFU AUGUST CLAIM	GC FINAL REPORT	FENZ APRIL OFFER	FENZ JULY OFFER
<p><b>Income protection and medical insurance</b></p> <p>Reimbursement up to \$50 per week for any or all of income protection/medical/life insurance</p>	<p>Recommends FENZ negotiates with NZPFU for the provision of income protection/medical/life insurance coverage for all NZPFU members</p>	<p>Reject NZPFU claim</p>	<p>Reject NZPFU claim</p>
<p><b>Metro Allowance</b></p> <p>Recruitment and retention of staff in Auckland identified in 2018 Record of Settlement. FENZ Auckland Taskforce showed Auckland members \$9800 p.a. less discretionary income than 5 other metro areas.</p> <p>Lump sum metro allowance of \$2600 to be paid 1 December 2022 to Auckland members. Every year a reassessment of key factors in Ak Taskforce report to determine the most disadvantaged metro area for that allowance to apply.</p>	<p>Compensation cannot be considered in isolation of wider public service and Public Services Commissioner may wish to consider. Does not recommend the collective agreement addresses this issue at this time.</p>	<p>Reject NZPFU claim</p>	<p>Reject NZPFU claim</p>
<p><b>Occupational Cancer</b></p>		<p>Reject NZPFU claim</p>	<p>Reject NZPFU claim</p>



NZPFU AUGUST CLAIM	GC FINAL REPORT	FENZ APRIL OFFER	FENZ JULY OFFER
<p>Statements in the collective agreement recognising firefighters' occupational cancer including the recent World Health Organisation IARC determination that the occupational of firefighting is carcinogenic to humans.</p>	<p>The NZPFU remains rightly concerned about the increased risks to physical health due to the nature of firefighters' work.</p> <p>While acknowledging the vital importance of the issue to the health of firefighters, I do not consider that it can be addressed adequately or properly in the collective agreement. Rather it should be a persuasive approach to Government for proposed legislative change.</p> <p>If FENZ considers it cannot campaign politically and publicly for law reform, it may consider it has an obligation to at least support its staff to improve the adverse health outcomes for the work it expects to perform.</p>		
<p><b>Health Screening programme</b></p> <p>Blood and testing screening programme annually from recruits to record baselines so any change identified for early</p>	<p>Firefighter can elect \$250 each year or \$500 every two years to be reimbursed for physical health checks/blood screening.</p>	<p>Interim arrangement of \$170 plus GST per year reimbursement until the Health Standards Project.</p>	<p>Interim arrangement of \$250 plus GST per year reimbursement until the Health Standards Project.</p>

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<p>detection of occupational cancer and other occupational illness. Based on current Men's Clinic programme that firefighters negotiated in Christchurch. Current barriers as GPs do not understand nature of firefighters' occupational cancer so refuse tests based on age and fitness, and costs of scope of testing also a barrier.</p> <p>\$250 a year or \$500 every two years (plus GST) for each firefighter with a review every year to ensure blood screening not costing the firefighter more than \$100 a year</p>	<p>This is to be funded in addition to the financial envelope for remuneration (above).</p>		
<p><b>Mental Health Screening</b></p> <p>Mental Health and wellness programmes from recruit annually. Programmes (including resilience) to be jointly agreed with NZPFU.</p>	<p>Recommends the mental health programmes be one of three recommended working parties he has proposed. The NZPFU can elect three working groups to have the right of final offer arbitration.</p> <p>FEMZ to pay for working party process.</p>	<p>Claims there are current programmes but will consider additional programmes put forward.</p>	<p>A targeted, pro-active psychological support pilot through a partnership with the NZPFU</p>

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<p>At least annually visit with psychologist (supervision-type care) for mental health check.</p> <p>Members suffering wellness issues to have unlimited ongoing access to psychologist upon psychologist recommendation.</p>	<p>Any resulting programmes not to come from the remuneration financial envelopes.</p>		
<p><b>Staffing</b></p> <p>Clauses in the collective agreement stating the parties to agree the current staffing ratios are insufficient to maintain minimum staffing requiring an increase in ratio and therefore firefighters.</p> <p>FENZ to provide the NZPFU with all necessary information for a joint committee to determine the ratio needed to maintain minimum staffing no later than 1 February 2023.</p> <p>An agreement of at least 4 recruit courses of 24 recruits per year ongoing with cancellation only in exceptional circumstances.</p>	<p>Does not recommend enshrining staffing ratios in the collective agreement but states FENZ is committed to recruiting more firefighters and other staff and FENZ should be given the opportunity to make good on its solemn commitment to recruit more and good quality firefighters and communications centre staff.</p>	<p>Reject NZPFU claim</p>	<p>FENZ will re-establish an Establishment Committee to consider current establishment (not limited to ratios). FENZ agrees there is an immediate need to increase firefighters and while this work is underway will commit to undertaking 4 recruit courses for the 2022/2023 year.</p>

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<p><b>Consultation and disputes</b></p> <p>Strengthen consultation with a consultation committee and sub-committee structure operating on the basis of making a genuine effort to reach consensus prior to implementation of any matter of change.</p> <p>Joint NZPFU FENZ committees for matters affecting NZOFU members (uniform, appliances, equipment, training, safe systems of work, specialist response, health, safety and wellbeing, communications centre, Risk Reduction and Resilience, Volunteer Support Officers)</p> <p>A status quo clause to maintain the status quo pending the resolution of a dispute.</p> <p>A Dispute Resolution Officer to be an agreed independent party called upon to go to first deal</p>	<p>The current consultation clause bears a reasonably close resemblance to the statutory obligations of consultation under the Employment Relations Act.</p> <p>Consultation must include a genuine effort on the part of FENZ to respond to the Union’s views, that effort being “motivated by a desire to reach consensus”.</p> <p>A principle to be applied on the resources to be allocated to the union claims to include</p> <p><i>“The desirability of involving practicing firefighters in early, genuine and detailed consultations leading to FENZ decision-making affecting relevant elements of FENZ’s operations, including but not limited to, the health, safety and wellbeing of its greatest asset, its people.”</i></p>	<p>Reduce the circumstances to when consultation must occur to circumstances where “realistically and tangibly affect the employment (of a NZPFU Member) to their material disadvantage. And consultation only to those directly affected.</p> <p>Change the disputes procedure to exclude disputes about consultation on the substance of the matter being changed and restricting disputes to only the process of consultation.</p>	<p>Reduce the circumstances to when consultation must occur to circumstances where “realistically and tangibly affect the employment (of a NZPFU Member) to their material disadvantage. And consultation only to those directly affected.</p> <p>Change the disputes procedure to exclude disputes about consultation on the substance of the matter being changed and restricting disputes to only the process of consultation.</p>

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<p>with a dispute regarding consultation before the matter proceeds to mediation, the Employment Relations Authority or Employment Court.</p>	<p>Recommends working parties to be established under the collective agreement with the topics to be agreed by the parties but he has suggested health, safety and wellbeing, vehicles/plant/equipment/uniform, and ratios/overtime/deployment.</p> <p>Where agreement cannot be reached on the implementation of any outcome of the working parties, a final offer arbitration process where the arbitrator adopts one or other of the party's positions and the decision is binding on the parties.</p>		
<p><b>Coverage</b></p> <p>Claim to expand coverage of the collective agreement so that NZPFU members in these roles can be covered by a CEA negotiated by their union.</p> <p>Community Risk Managers</p>	<p>Recommends the expanding of coverage is postponed until the next round of collective bargaining unless FENZ agrees otherwise.</p> <p>Reason is the more immediate need to improve the terms and</p>	<p>Reject NZPFU claim</p>	<p>Reject NZPFU claim</p>

<b>NZPFU AUGUST CLAIM</b>	<b>GC FINAL REPORT</b>	<b>FENZ APRIL OFFER</b>	<b>FENZ JULY OFFER</b>
Health, safety and wellbeing roles Welfare Officers Specialist Operational Roles	conditions for existing coverage and to improve the sorry state of relations between FENZ and the Union.		