

AUCKLAND LOCAL COMMITTEE

Reasons for Rejection of Employers Offer

Offer

Part 2 Clause 14 Time Banking.

Employer is offering “Any time banked must be taken within a year or is forfeited.”

Any time banked already for more than 12 months, MAY be carried over for a specific period with the approval of the Area Manager.

Not acceptable for time banked to be forfeited without payment. There is no mention of payment in the offer, therefore it can be assumed that no payment will be forthcoming.

What happens if the Area Manager does not give approval for it to be carried over. I would suggest that it also will be forfeited without compensation.

Part 5 Clause 6.3 Transfers, Notification of Vacancies & Appointment Policy

Section 1 (ii)

The employer is offering a “station preference system” which was in vogue in Auckland prior to the review and was temporarily reintroduced for the integration of the CST’s.

This system requires the member to nominate 3 stations in order of preference, these stations are then deemed to be that individual’s preference and if he or she is at any of the 3 nominated stations, he or she will be deemed to be at a station of his or her preference and will not necessarily be considered for any vacancy which may occur at a station more desirable, e.g. if a member puts Mt. Wellington, Ellerslie and Remuera as their preferences in the above order, but really he or she wants to be at Mt. Wellington, but is actually at Remuera, then that person may not be considered for any vacancy at Mt. Wellington because he or she is deemed to be at a station of their preference. This system has been used before and was not terribly popular.

Section 3 (i) 3

Criteria for Transfer or Appointment.

The employer has changed the wording from “by length of service in the rank” to “total length of service.”

One has to wonder why this wording was necessary, as the length of service in the rank was a much fairer way of establishing merit.

Part 2 Clause 5 Programmed Work

2.5.2.1

The employer has offered new wording “ *SMS is both a consultative business planning approach and a supporting software*”

This is changed from “SMS is both a bottom up business planning approach and a supporting software”.

It is obvious that the employer is frustrated at the amount of control which we have in the planning of station workload, and is attempting to completely alter the principles upon which SMS was agreed to by the NZPFU, so that they will be unable to load up stations with all the bullshit work that they want us to do but can't get us to agree to.

It would be stupid to agree to alter the founding principles and allow them to make us work more than the agreed targets.

2.5.2.2

New wording also in this clause “ *Firefighters will have an opportunity to determine*”

This is altered from “Firefighters will have discretion to determine the scheduling-----“

The employer wishes to take away “the discretion” and substitute “the opportunity”.

They will use their “consultation” tactics here, and say they gave you the opportunity which they duly considered, but tough, here is your workload.

There is absolutely no need to alter Part 6 Schedule 5 -Station Management System-Underpinning National Principles, as it is quite clear what they are, and to agree to alter them in any way without a very generous ongoing compensation payment would be stupidity in the extreme.

Sick Leave – Part 2 (Replaces Clauses 8, 10 and 11)

The main offer in this section is that the employer will allow “*a maximum of 16 shifts per annum, down from 28 shifts per annum. Accruable up to a maximum of 180 shifts.*”

USL and the Daily Paid Provision of the Holidays Act seem to be combined into one and therefore USL ceases to exist.

Part shift absence will be debited against sick leave.

Extension of sick leave will be decided by the Regional Manager and the Chief Executive with no mention of additional sick leave, just the possible use of the next year's entitlement.

Sick leave balances accrued will be “converted” at the rate of 16 days for every 28 days presently accrued.

1. If an average firefighter uses about 10 days per year for sick and accident leave, it will take him or her 30 years to accumulate 180 shifts, which he or she will then lose when they retire. It is now possible, because of the 28 days per year, to accrue the maximum quite quickly, which is a hedge against the unforeseen major problem that a lot of us encounter during our service.
2. It appears that the USL and Daily Paid Provision have been merged into one and there is no mention of the 5 USL's which we now enjoy.
3. At present, if a member goes off duty during a shift, there is no debit against the sick leave. The employer's proposal would debit a percentage of the SL depending on how much of the shift was lost to sickness.
4. At the moment, the extension of sick leave is granted by the CEO on the recommendation of the RM. There is no mention of using the next year's SL entitlement when it occurs.
5. The idea of "converting" sick leave entitlement already earned without compensation is abhorrent.

New Clause Trainee Firefighters

The employer is offering to make agreements to *work additional hours without pay by agreement between the individual trainee and the instructor with no involvement from the NZPFU.*

Clearly this is an attempt to reduce the influence the Union has on trainee firefighters and is a step down the road of making them pay for their own training and reducing the cost to the Fire Service. It is also blatantly unfair. What recruit firefighter will say 'no' to the person who holds his career in their hands at the risk of being failed on the course.

Pay Rise

1.3% even with back pay is a joke, the term is excessive and 1.5% from next July is also a joke.

This would equate to a \$15 per week rise for an SSO. What would it equate to for a firefighter??