

webmaster

From: Secretary
Sent: Monday, 10 May 2021 8:57 am
To: Gregory, Kerry (Kerry.Gregory@fireandemergency.nz); Nally, Brendan
Cc: Ian Wright; Joseph Stanley; creagh.eising@gmail.com; Sealey, Tony; Iain.Speirs@fireandemergency.nz; Collett, Alan
Subject: NOTIFICATION OF A DISPUTE - MANAWATU ADVERTISEMENT
Attachments: IMG_2869.heic; RE: LEVIN STATION
Importance: High

Dear Kerry and Brendan,

In accordance with Part 1 Clause 9 of the FENZ NZPFU collective agreement, this email is notification of dispute regarding the attached advertisement for firefighters in the Manawatu area.

These positions as advertised are in breach in the collective agreement as the agreement requires firefighters to be assigned to a watch and a station. Numerous rights and obligations under the agreement flow from the assignment to a watch and a station including establishment, minimum staffing, travel, provisions for the changing of watch, leave groups, transfers and any matter where the agreement or legislation requires the determination of a working day etc. The relevant clauses include (but are not limited to):

Part 1:

-) Clauses 1.3.7 establishment,
-) Clause 1.3.11 minimums staff manning
-) Clause 1.3.19 Usual station
-) Clause 20 Consultation

Part 2:

-) Clause 3 hours of duty (including change of watch provisions)
-) Clause 4 assignment to a watch
-) Clause 2.6.2.7 payment for working on public holidays and Clause 2.7.4-2.7.6 Alternate holidays
-) Clause 2.6.3 availability
-) Clause 2.6.8 – 2.6.8.7 Holiday Pay and Clause 2.7.1-2.1.5 Annual leave and Clause 2.7.2 Watch not to be changed
-) All meal, overtime and travel payments and allowances
-) Clause 2.6.10 extended shift
-) Clause 2.6.10.1 call out
-) Clause 2.7 Sick leave
-) Clause 2.7.8-Clause 2.7.8.1
-) Exchange of leave

And the Transfers, notification of vacancies and appointment policy

In addition, if there was any intention for these positions to work from or cover Levin Station, then there has been serious breach of good faith. Please see attached email correspondence:

-) On 22 April I wrote to Bruce Stubbs stating we were hearing rumours about staffing for Levin and requesting a meeting to progress the issue of the Levin Brigade being unable to meet response standards.

) On 7 May (last Friday) Bruce Stubbs replied with the following:

“As you know, Fire and Emergency is aware there are pressures faced by the Levin Volunteer Fire Brigade for daytime response. No decision has yet been made to address the current challenges. Fire and Emergency will ensure that it is meeting its obligations under the CEA and Employment Relations Act in respect of any decisions made. ”

While Levin is not in Manawatu, FENZ has previously used Palmerston North firefighters to cover Levin. There are only two stations in the Manawatu and there are no vacancies which look like the ones advertised. We can only assume by the wording that there is an intention to use these additional firefighters to cover Levin at times. If there is any intention for these firefighters to cover/respond from Levin, and Mr Stubbs knew these positions were being advertised, then Mr Stubbs has mislead and deceived the NZPFU only a day or two before advertising these positions.

We are invoking the Peace Obligation (Part 1 Clause 9(i)) until this dispute is resolved.

The solution sought:

-) Is the immediate withdrawal of the advertisement for the positions
-) Cease any action to advertise the positions or appoint into the positions
-) Provide to the NZPFU the basis for two addition firefighter positions in the Manawatu including evidence that two positions would not change establishment numbers
-) Meet with the NZPFU to discuss any need for additional positions in the Manawatu that would comply with the collective agreement

Yours sincerely,
Wattie



Ms Wattie Watson
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