



NTPS FIRE-FIGHTERS' BULLETIN 10

Meeting with United Voice

Earlier this week I met with United Voice to discuss the current state of the fire-fighter enterprise negotiation and to try and identify a way to progress it. In the meeting, I:

- emphasised that the more drawn out the negotiations become, the longer fire-fighters will forego a wage increase;
- reiterated the Government's Wages Policy parameters and that I am not able to negotiate agreement outcomes outside of these parameters; and
- asked United Voice what key issues were preventing agreement.

United Voice advised that the critical outstanding issue for members was that of proposed changes to clause 35 and 51 of the current agreement surrounding transfers.

Proposal to progress negotiations

The changes proposed to clauses 35 and 51 directly relate to the Wages Policy requirement that enterprise agreements must not contain restrictive provisions that inhibit the Government's capacity to allocate financial, capital or human resources according to its policy priorities.

As such, I am unable to negotiate an agreement outcome that retains the current provisions in the new agreement. However, following my meeting with United Voice, I have put forward some proposals, detailed below, to try and resolve the current impasse.

Clause 51 (Transfer between shifts and centres)

You may recall that my initial offer proposed the removal of restrictive provisions regarding compulsory transfers within clause 51 altogether, and contemplated reliance solely on the provisions of the *Public Sector Employment and Management Act* in situations involving a transfer of employees.

As a significant concession, my revised offer proposed that the following minimum notice periods provided for under the existing enterprise agreement be retained, through their incorporation into the existing NTFRS Compulsory Transfer Policy:

- three months or such lesser period agreed by the employee in situations involving a transfer between centres;
- six weeks or such lesser period agreed by the employee in situations involving a transfer across shifts and/or commands to meet a foreseen organisational requirement; and
- four days or such lesser period agreed by the employee (with an outer-limit duration of six months) in situations involving a transfer across shifts and/or commands in response to unforeseen organisational requirements.

United Voice has advised that members are not satisfied with this concession, given management's ability to change policy from time to time.

To address this concern, I am prepared to give an undertaking to the effect that following incorporation into the Compulsory Transfer Policy, the above minimum notice periods will not be changed without the agreement of a majority of employees, during the life of the new agreement.

Clause 35.16

United Voice has advised that my proposed removal of clause 35.16, which contains parameters regarding the transfer of an employee from shift duty to day duty, is also of critical concern to members. For the reasons specified above, this provision cannot be retained in the agreement in its current form.

However, at the bargaining meeting of 2 December 2013 representatives of my Office flagged the possibility of retaining the provision rather than delete it altogether, provided current clauses 35.16(b) and (c) which prevent the transfer of an employee from shift to day duty without agreement, be replaced with a provision that prevents such transfer without consultation in accordance with the Management of Change clause. This week I formally communicated my openness to this approach to United Voice, as a means of securing in principle agreement.

Unapproved overtime practice

I have made it clear to United Voice that the concessions outlined above are made on the understanding that their resolution will result in acceptance of remaining matters the subject of negotiations, including the inclusion of a clause in the new agreement that will put an end to the unapproved overtime practice.

Representatives of my Office have explained to United Voice during bargaining meetings that NTFRS' preference is to resolve the unapproved overtime practice through a negotiated outcome. However, if this cannot be achieved alternative avenues may need to be pursued, given the significant impact that the practice is having on overtime costs. On this issue, I bring the following to your attention:

- as at December 2013 overtimes costs had already exceeded the budgeted allocation for the current financial year, with in excess of \$200,000 attributed to the unapproved overtime practice;
- predictions suggest that if not addressed, costs relating to this practice could rise by several hundred thousand more by the end of the financial year; and
- funds must now be found from within the NTFRS to off-set these costs, which may well impact fire-fighters themselves.

The proposed clause represents an entirely reasonable resolution to this issue and is one that will continue to provide operational fire-fighters with significant flexibility to accept or reject overtime whilst off duty, based on their particular circumstances. In essence, it is designed to see a return to the historical voluntary overtime practice

operated well for fire-fighters and NTFRS for many years prior to May 2011. I urge you to give it measured and sensible consideration.

Summary

I cannot stress strongly enough that I am not able to agree to the retention of the existing provisions relating to transfers, nor am I able to agree to various other claims that United Voice has continued to pursue, including excessive wage and allowance claims.

The concessions outlined in this Bulletin are a genuine attempt on my part to come up with a solution in relation to the transfer issue, which was this week identified by United Voice as the critical factor impacting on the current impasse. I strongly encourage you to give the proposals serious consideration, so that negotiations can be finalised and fire-fighters can receive a pay increase without further delay.

The next bargaining meeting is scheduled for 5 March 2014, but I have invited United Voice to contact me if it would like to schedule an interim meeting to further discuss the above.

Any queries or feedback arising from the above or relating to negotiations more generally can be directed to my Office via the Enterprise Bargaining Feedback form located on the OCPE website: <http://www.enterpriseagreements.nt.gov.au/feedback/>



KEN SIMPSON
Commissioner for Public Employment

20 February 2014