

NTPS FIRE-FIGHTERS' INFORMATION SHEET 2/2013

REVISED OFFER 6 NOVEMBER 2013

This information sheet outlines the terms of the Commissioner for Public Employment's revised 'without prejudice' offer, which was made on 6 November 2013, for a new enterprise agreement to replace the Northern Territory Public Sector Fire and Rescue Service 2011-2013 Enterprise Agreement. The revised offer follows several months of negotiations and remains open for acceptance until 20 November 2013.

The revised offer replaces the previous offer of 28 August 2013 (see [NTPS Fire-Fighters' Information Sheet 1/2013](#)) and is based on the parameters of the [Northern Territory Public Sector Wages Policy 2013-2016](#), and the Northern Territory Government's tight fiscal position.

The total overall cost of an agreement outcome (including the cost of salary and allowances, salary restructuring, changes to conditions etc) is capped at 3 per cent per annum and is subject to the efficiency measures set out below being achieved.

The revised offer is set out in full below:

1. Enterprise agreement

The new agreement to be in the form of an enterprise agreement made under the *Fair Work Act 2009*.

2. Duration

The new agreement to have a four year term expiring 12 months after the final salary increase paid under the agreement.

3. Salary Quantum

Subject to the achievement of the efficiency measures in this offer and the approval of the agreement by the Fair Work Commission:

- An initial salary increase of 3 per cent to be paid effective from the beginning of the first pay period commencing on or after 7 November 2013;
- A second salary increase of 3 per cent to be paid from the beginning of the first pay period commencing on or after a period of 12 months after the initial salary increase;
- A third salary increase of 3 per cent to be paid from the beginning of the first pay period commencing on or after a period of 24 months after the initial salary increase; and
- A fourth salary increase of 3 per cent to be paid from the beginning of the first pay period commencing on or after a period of 36 months after the initial salary increase.

Salary increases under the new agreement will not apply to employees who cease employment with the NTPS prior to approval of the agreement by Fair Work Commission.

4. Super Guarantee

From 1 July 2013 Commonwealth legislation commences which will progressively increase the Superannuation Guarantee (SG) charge from the current level of 9 per cent to 12 per cent by 1 July 2019. SG is the compulsory system of superannuation support for eligible employees, paid for by employers. The increases apply to eligible NTPS employees not already receiving the minimum SG amount through membership of a defined benefit scheme.

Some employers, including public sector employers, have opted to off-set the cost of future superannuation contribution increases against wage increases. The Northern Territory Government has decided not to offset the salary offers against increases in the SG during the term of the agreement. This means that the superannuation increases will be paid in addition to the annual 3 per cent wage increases, rather than being included as part of the annual wage increases on offer.

The schedule of increases to Superannuation Guarantee over the proposed period of the Agreement is as follows, and means that an extra 2 per cent (under existing legislation) will go to eligible employees not already receiving the minimum SG amount through membership of a defined benefit scheme over the agreement period.

Period	Super guarantee rate (charge percentage)
1 July 2003 – 30 June 2013	9.00%
1 July 2013 – 30 June 2014	9.25%
1 July 2014 – 30 June 2015	9.50%
1 July 2015 – 30 June 2016	10.00%
1 July 2016 – 30 June 2017	10.50%
1 July 2017 – 30 June 2018	11.00%

5. Recreation leave roster arrangements

To build upon the constructive discussions that have occurred during bargaining to date, inclusion of a review of recreation leave roster arrangements clause in the new agreement which:

- Provides an outer limit of nine months for the parties to endeavour to finalise this matter;
- Enables either party to refer matters that remain unresolved at six months from the commencement of the agreement to the Fair Work Commission for resolution; and
- Sets out the following key issues and principles which relate to, and need to be factored into review outcomes:
 - Improved ability for employees to acquit leave entitlements, while ensuring sufficient staff numbers maintained to meet operational requirements;
 - Improved management of excess recreation leave;
 - Ability for employees to elect to cash out recreation leave in accordance with the *Fair Work Act 2009*;
 - More efficient operations through improved administration and reduced overtime costs;
 - Accommodation of training needs of employees;
 - Greater flexibility in leave forecasting and ability for a member to pick up leave that has been handed back by another member (and the impact of current practices and member willingness to perform overtime on particular shifts, which limits the NTFRS' ability to grant this).

6. Special allowances

- **Fire Investigation Allowance**

Inclusion of a definition of “counts as salary for all purposes” within the agreement. This is in direct response to the union’s claim regarding the Fire Investigation allowance and will ensure that the allowance is during periods of paid leave in the same manner as certain other allowances under this clause.

- **Community Fire Safety Command Allowance**

Introduction of a Community Fire Safety Command Allowance (counting as salary for all purposes) for employees assigned to the Community Fire Safety Command, and who undertake building compliance inspections and provide fire safety advice. The allowance will be paid as follows:

- For employees who have completed the Community Fire Safety Command induction program and who have at least one year of continuous service within the Community Fire Safety Command - \$2460 (noting that employees who have at least one year of continuous service within the Community Fire Safety Command as at the commencement of the agreement will not be required to undertake the induction in order to qualify for the allowance);
- For employees who have completed the Community Fire Safety Command induction program and a Graduate Certificate in Performance – Based Building and Fire Codes (or similar as approved by the Chief Fire Officer) and who have at least one year of continuous service within the Community Fire Safety Command - \$4916; and
- For employees who have completed the Community Fire Safety Command induction program and a Graduate Diploma in Building Fire Safety and Risk Engineering (or similar as approved by the Chief Fire Officer) and who have at least two years of continuous service within the Community Fire Safety Command - \$7256.

- **Senior Duty Officer Allowance**

Introduction of a Senior Duty Officer annual allowance of \$2500 (counting as salary for all purposes) for District Officers rostered to perform the role of Senior Duty Officer, in recognition of the following additional responsibilities and duties that District Officers assume in that role:

- Respond to and take charge of out of district calls of significance in order to provide support primarily to a volunteer response;
- Attend incidents where multiple resources are dispatched and assume the role of Incident Controller where required or on appointment by the Chief Fire Officer or his or her delegate;
- Attend at least one major exercise per year and fulfil the role of Incident Controller or Operations Officer;
- Maintain contemporary knowledge across the roles and responsibilities of an L3 Incident Controller; and
- Assume Incident Management Team roles and functions as directed by the Chief Fire Officer or his or her delegate in order to provide support to a major emergency within the Northern Territory, or assume the role of the Incident Controller or Deputy Incident Controller when deployed to lead a task force on Interstate Deployment.

7. Remote and Regional Initiatives

To assist in recruitment and retention of employees in remote and regional areas it is proposed to continue the following initiatives through the extension of existing determinations:

- a) Satellite internet and/or TV subsidy for remote employees

The provision allowing employees in a remote location to receive a reimbursement of up to \$500 for the installation and initial subscription to a satellite internet and/or television service will continue.

b) Relocation allowance

The provision allowing the CEO to grant a relocation allowance for up to a maximum of ten fortnights for employees transferring to, or new employees recruited to Alice Springs will continue.

8. Cash up of accrued recreation leave

Additional flexibility for employees through the ability to cash out any accrued recreation leave in excess of four weeks, in accordance with provisions of the *Fair Work Act 2009*. I note that an employer cannot direct an employee to cash out recreation leave. The provision can only be invoked at the request of the employee, in writing.

9. Efficiencies

a) Removal of policy and procedure and restrictive provisions

Review or removal of provisions that are policy, procedural, or restrictive in nature, consistent with the Wages Policy objectives in respect of these issues. Affected clauses include:

- Clause 35 (Shift duty rosters) – The existing clause contains a number of restrictive provisions relating to the allocation of employees between day work and shift work. It is proposed that these provisions be removed.
- Clause 46 (Recruitment, Promotion and Lateral Entry) – This clause and its associated Attachment C contain provisions that inhibit usual recruitment processes and are inconsistent with the overarching principle under the *Public Sector Employment and Management Act* (PSEMA) that employment must be based solely on merit. It is proposed that these provisions be removed.
- Clause 51 (Transfer Between Shifts and Centres) – The provisions of this clause relating to compulsory transfers contain a number of restrictive provisions impacting on the ability of NTFRS to most effectively manage its operations and are inconsistent with the transfer provisions under section 35 of PSEMA. It is proposed that these provisions be removed. However, the revised offer proposes that the following minimum notice periods provided for under the existing enterprise agreement be retained as 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 transfer duration of six months) in situations involving a transfer across shifts and/or commands in response to unforeseen organisational requirements.
- Clause 48 (Training, Development and Career Path for Station Officers, Senior Station Officers and District Officer) and Attachment D – It is proposed that this clause and the associated attachment be removed in its entirety and new provisions placed in policy, noting that I accept the Union's claim that the current provisions require review.
- Clause 49 (District Officer Development) – It is proposed that this clause be removed in its entirety and new provisions placed in policy, noting that the revised offer acknowledges the Union's claim that the current provisions require review.

b) Clause 55 (Minimum Staffing Levels of Appliances)

Retention of a minimum staffing clause in the agreement, on the condition that the clause is updated to clarify that staffing numbers may be reviewed, as necessary, in consultation with the Union and employees.

c) Terminology consistent with the *Fire and Emergency Act*

Under the *Fire and Emergency Act* fire-fighters have an obligation to attend to “incidents”, with that term defined as a fire or other emergency. The agreement to be updated where necessary to include the term “incident” to ensure consistency in terminology with the *Fire and Emergency Act*.

d) Clause 67 (No Involuntary Redundancies and Security of Employment)

Withdrawal of the following additional wording to clause 67 Security of Employment) that was proposed under my initial offer.

“For the avoidance of doubt, this commitment relates solely to the effects of the costs of the salary and allowance increases in the Agreement and at the time they are paid. It does not include changes that can arise from machinery of government changes (eg agency restructuring), budget savings measures, and the like that arise out of policy decisions of the Northern Territory Government from time to time.”

Please note that this does not change the Commissioner for Public Employment’s view about the meaning and application of this clause.

e) Review of Attachment A Redeployment and Redundancy Provisions

Through recent application of the redeployment and redundancy provisions it has become apparent that they are prescriptive, historical (with the wording out-dated) and difficult to follow. The provisions require review to ensure they are up-to-date, readable and easily understood.

Removal of procedural elements (instead replacing them in an Employment Instruction), and review of provisions take into account the *Fair Work Act 2009* minimum redundancy entitlements, including in regard to transfer of business matters.

Review of the income maintenance and access to accumulated sick leave provisions.

Note: The revised offer withdraws the initial claim to reduce the current redundancy notice periods, from 26 weeks, and 52 weeks for employees over 45 years of age or with 20 years of service or more, to 20 weeks and 40 weeks respectively. That is, existing redundancy notice periods will be maintained.

f) Accessing personal leave while on unpaid parental leave

Removal of clause 42.10(b) which provides an employee on the first 52 weeks of unpaid parental leave, access to personal leave. This will ensure consistency with the principle that there is no access to personal leave during any periods of unpaid leave that do not count as service.

10. New Agreement

In addition to the specific matters relating to the content of the agreement referred to above, the agreement be updated to:

- a) improve clarity and remove ambiguity where necessary;
- b) remove provisions that simply duplicate PSEMA provisions and are therefore unnecessary;
- c) remove provisions referencing other legislation which are better dealt with specifically under that legislation and inclusion in the agreement is therefore unnecessary;
- d) remove clauses relating to commitments now fulfilled, thereby rendering the clause obsolete; and
- e) ensure consistency of common core entitlements across the NTPS (eg: parental leave, personal leave, compassionate leave, redeployment and redundancy).

11. Consideration of Union claims

In addition to the above components of the offer, the revised offer accepts the following Union claims, in whole or in part (using same numbering as the log of claims):

General Claims:

3. Amendment of agreement where relevant to ensure compliance with the requirements of the *Fair Work Act*.
4. A Union delegate clause to be included in the agreement. In relation to this, the revised offer includes a clause that mirrors the clause included in the NTPS general agreement, which addresses key matters specified in your claim (eg: recognising the role of delegates and paid time off for training and representing members). In addition, NTFRS has confirmed its commitment to continuing to enable a delegate presence at induction sessions and to provide meeting rooms, where available, to facilitate discussions between delegates and members on employment related matters.
5. Existing training and career paths to be reviewed for currency purposes, but note item 9(a) of the offer regarding the policy nature of the revised content.
9. Amendment to wording an operation of clause 26.4 with the effect that the Fire Investigator Allowance is paid during periods of paid leave (in line with clause tabled by Union on 31 October 2013).
11. That the status quo be maintained in relation to the adjustment of allowances under the agreement, as clarified by the Union at the bargaining meeting of 16 August 2013. That is, for the duration of the new agreement, allowances will continue to be adjusted in a manner consistent with current agreement provisions.
12. No change to the current employment security provision.
16. Minimum staffing clause to remain in Agreement, with the inclusion of Berrimah and Humpty Doo Fire and Rescue Stations.
17. Introduction of a Community Fire Safety Officer Allowance – refer item 6 of revised offer above.
18. Introduction of a Senior Duty Officer Allowance for District Officer's performing this role – refer item 6 of revised offer above.
23. Development of a procedure to support clause 19 and provide greater prescription and detail surrounding the timing and nature of the refreshments provided.

Drafting claims

1. Inclusion of definitions of the terms "exigencies" and "unforeseen" within the agreement, provided the definitions reflect the ordinary dictionary meaning of the respective terms.
2. Review of clause 10 to incorporate JCC and noting link to Union claim number 4 – refer response above.
4. Removal of reference to former clause 15 (Overtime Station Officer position) from agreement.
5. Inclusion of reference to "Berrimah" in clauses 21.1 and 21.4.
6. Amendment to clause 26.2 to remove reference to "Bronto" and define "major appliance" (in line with clause tabled by OCPE on 17 September 2013).

7. Inclusion of a seven calendar days cooling off period for Station Officers, Senior Station Officers and District Officers who resign from their rank.
9. Replace current reference to “may” with “will” in clause 40.10(b).
- 10.. Amendment of clause 42 (Parental Leave) to address union concern regarding access to parental leave for shift workers (in line with clause tabled by OCPE on 17 October 2013).
12. Linked to Union claim number 5 – refer response above.
13. Linked to Union claim number 5 – refer response above.
14. Linked to Union claim number 4 – refer response above.
16. Rewording of clause 61.

The offer remains open for acceptance until 20 November 2013. In principle agreement on or before this date will result in the first annual wage increase under the agreement being effective from 7 November 2013.