

# NEWSLETTER



**United Firefighters' Union of Australia Aviation Branch**

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## **ENTERPRISE BARGAINING UPDATE**

Members may be wondering why there has not been more detailed reporting on the progress of the Enterprise Agreement negotiations. This update will give the background to negotiations and explain why to date information on the details of the negotiations for a new Enterprise Agreement may not have been detailed as some members would have liked.

With the current Agreement due to expire on the 7<sup>th</sup> May, negotiations for a new Agreement commenced on the 20<sup>th</sup> December and since then the parties met on the 21<sup>st</sup>, 22<sup>nd</sup>, 29<sup>th</sup> and 30<sup>th</sup> January and 5<sup>th</sup> and 6<sup>th</sup> February with further meetings scheduled for the 19<sup>th</sup> and 20<sup>th</sup> February.

When bargaining begins, both sides table a log of claims. The logs of claim constitute items that the parties want to be included in negotiations for a new Agreement. The Union's log of claims was tabled at the meeting on the 23rd January. Since then the parties have been negotiating on the items tabled by both sides. The employer's agenda focused on necessary changes to the Agreement due to legislative changes and also some changes to wording in various clauses of the Award and proposals to reflect outcomes on matters that were before the Fair Work Commission in July 2012. These matters related to alternative/restricted duties and remote locality airfares. The UFU has determined to take the remote locality leave fares matters to the Fair Work Commission for final determination and this will occur as soon as is possible so that this matter is finalised as part of this Agreement.

The fact that a particular item/s appear in a log of claims does not necessarily mean that each and every item will appear in the final settlement of claims. In the course of negotiations as the parties bargain, items may be taken off the table in order to secure another more important or significant claim or to secure a bigger wage increase. So, negotiations are a "moving feast" for want of a better term and the position of the parties can change many times during the course of negotiations. This is why it is not possible to go into the details of the negotiations after each meeting. The position of the parties on a particular matter today might be different in a week's time due to the give and take that occurs in any negotiation.

The aim of any negotiating team is to get what is, on balance, a fairest outcome for all concerned. This will inevitably mean that some members will feel that they have been let down and that they should have got more. A Union, being a collective, strives to get the best outcome it can, on balance, for all members. An agreement between the parties will in most circumstances deliver a better outcome for members than an arbitrated one. You only have to look at the decisions of the industrial tribunals over recent years for proof. Once a matter is given to a third party for arbitration, the negotiating parties lose any control over the outcome with the likelihood that none of the parties are happy with the final decision.

The current round of bargaining has taken place with a view to negotiating an Agreement with as little change as possible to current conditions. This has restricted the possibility of making a whole raft of new claims that would significantly alter the current position necessitating productivity offsets in exchange for new conditions and wage increases and resulting in potentially lower wage outcomes than might otherwise be achieved. If negotiations were not occurring in this context then everything would be up for grabs with the possibility that some previously hard won gains could be lost. Members will note from the log of claims published on the website that it was that Union's position that no conditions would be traded in order to achieve wages and conditions improvements in the current round of bargaining. This position has been maintained and no conditions or benefits have been lost or "traded off." Conditions and benefits have been maintained and improved.

The joint Enterprise Agreement update issued on the 11<sup>th</sup> February talks about an "in principle" agreement being reached. This means that negotiations are at a point where both parties consider what is on the table needs to be put to you, the members, for your consideration. Remember, it is the members who make the final decision on what is taken to Fair Work Australia for approval. The package is considered by your BCOM and negotiating team to be a good package in the current industrial climate.

Broadly speaking, the package that has been negotiated includes wage increases that will maintain the real value of your wages and allowances and will also include improved superannuation benefits.

While wage increases occur on a percentage per annum basis, it is important to remember that with compounding the real increase in your wages is slightly higher than the stated increases in an Agreement. For illustrative purposes only, if an Agreement says that wages will be increased by 3.5% per annum, due to compounding the actual or real wage increase over the life of the Agreement would be 14.75% versus 14%.

As soon as a draft new Agreement is finalised it will be put to members for their consideration. In the meantime, members should not jump at shadows and be misled by speculation about the package you will have to consider. Wait until you have all the facts and the package in front of you before passing judgement.

## **CFBT**

Work on other issues continues while your Executive is engaged in EA negotiations. CFBT is one of those issues.

A working group was formed in November 2012 to investigate alternative fuel sources for the conduct of CFBT. While the Union supports CFBT and the value of the training, concerns

remained about the current fuel sources and whether safer product was available, hygiene protocols and actual exposures during training.

The CFBT Working Party met in Melbourne on the 23<sup>rd</sup> January. The Working Party consists of David Brooks [ARFFS], Andrew McKay [ASA WHS Services Unit], Joe Stenhouse and Wes Garrett [Avn Branch UFU]. Branch Secretary Henry Lawrence is a proxy delegate.

The outcomes of the meeting on the 23<sup>rd</sup> were as follows:

- Agreed that CFBT is beneficial;
- Agreed that back to back testing of three products would occur – products being board currently used by ARFF in CFBT, Orientated Strand Board [OSB] and an alternative ‘unglued wood board’;
- Testing of current structural firefighting ensemble will need to be undertaken as part of project;
- Ascertain what Tasmanian service uses in CFBT;
- Agreed that Scientific Unit of QFRS would be suitable to perform testing and will be approached on that basis;
- Agreed if QFRS able to perform testing the Working Party and Head of Scientific Unit meet prior to commencement of testing to agree on process;
- Noted that UFU want to have post exercise testing conducted on structural firefighting ensemble used for regular hot fire training [non CFBT] to assess what contaminants are present [agreed that this is outside scope of Working Party];
- A review of CFBT step by step to see if possible to reduce exposure while maintaining the learning outcomes and explore hygiene arrangements with the aim of reducing exposure will be undertaken once testing results are known.

The next meeting of the Working Party will occur after there is a response from the QFRS on their participation in the project.

## **DRIVER TRAINING**

As well as being engaged in EA negotiations, Snr VP John Hancox has also been engaged in meetings related to driver training. The course recently completed by 70 trainers was the subject of evaluation in Brisbane last week. An update on the evaluation and other matters associated with driver training will be issued in a forthcoming newsletter.