

Applicant: United Firefighters' Union of Australia

Respondent: Fire Rescue Victoria

STATEMENT OF PETER JAMES MARSHALL

I, Peter Marshall, Branch Secretary, of 408 Brunswick Street Fitzroy, say:

Introduction

1. I hold the rank of Leading Fire Fighter and have been employed by FRV (formerly MFB) since 1984. I have held the elected position of Branch Secretary of the Victorian Branch of the United Firefighters' Union of Australia (UFU) since 1995.
2. I am authorised by the UFU to make this statement on its behalf.
3. Unless otherwise stated, the facts in this statement are within my own knowledge, information and belief

The role of the UFU in facilitating harmonisation of conditions of employment

4. In my role as Branch Secretary, I have ensured that the UFU has facilitated the harmonisation of operational practices and operational conditions of employment since the commencement of FRV on 1 July 2020.

The UFU has played an active role in supporting FRV in this context with the clear understanding that any efficiencies resulting from the harmonisation would flow to employees covered by the *Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020 (Agreement)*. That support has included the active participation by the UFU in the Legacy Grievances Working Group (and support of Mr Julius Roe's recommendations which was given following meetings), consultation with FRV on matters involving harmonisation and harmonised employment conditions and work practices, and organising the membership to embrace these processes.

5. The 2015 Fire Services Review found morale in the Victorian Fire Services at an all-time low and likened senior management-staff relationships to "trench warfare". That was a period of time when the UFU was unable to strike new Operational Staff (enterprise) Agreements with the MFB and CFA, and when it was involved in a considerable amount of industrial disputation and litigation with the agencies. The period before the formation of the FRV was generally identified by a lack of co-operation and antagonism between the agencies and the UFU and its members.
6. The UFU and its members (which count for approximately 98% of the staff covered by the Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020) have taken a conciliatory and co-operative approach to industrial relations since the formation of the FRV. This has allowed for harmonisation and efficiencies to be achieved within the FRV. I do not consider that this would have been possible if the parties remained at odds as they were before the formation of the FRV. This conciliatory and co-operative approach to industrial relations occurred in part because of an agreement I secured that efficiencies would flow in their entirety to my members.

Efficiencies to flow on to FRV operational members

7. The identification of efficiencies commenced very soon after the commencement of FRV and the work of the UFU in facilitating harmonisation was contingent upon efficiencies flowing to FRV operational members. I confirmed this in the course of my discussions with FRV Executive Leadership Team members including Commissioner Block and Deputy Commissioner Brown.
8. On 31 August 2020, I wrote to FRV Deputy Commissioner Ken Brown requesting that FRV provide to the UFU information regarding improvements and efficiencies as a result of fire services reform. I asked for details of the efficiencies because I considered it to be understood by the reader of the letter that it was in respect of our earlier conversations to the effect that all efficiencies achieved would flow to the staff covered by the Agreement as part of the agreement reached with the UFU for its co-operation in achieving major reforms in the fire services (**agreement**). A copy of this letter of 31 August 2020 is annexed and marked "**PM -1**".
9. This letter led to a further series of conversations between me and senior FRV representatives, specifically Deputy Commissioners Angwin and Braid and Deputy

Secretary Schroder to discuss efficiencies. DC Brown, and other Deputy Commissioners, also represented FRV as part of the Legacy Grievances Working Group and I understood that they understood from our discussions that the efficiencies realised from the harmonisation work occurring in Mr Roe's Legacy Grievances Working Group would flow on to FRV operational members. Harmonisation work that occurred in Mr Roe's Legacy Grievances Working Group includes, for example, work on entitlements for Special Rosters, Strike Teams, and Relocation Assistance.

10. In or about October 2020, Deputy Commissioner Braid commenced the work with UFU to identify and quantify efficiencies relating to fire service reform and it was in that context that the very first quantification of efficiencies with FRV first occurred.

11. On 31 January 2021 I caused a Bulletin to be sent to members in respect of the harmonization process which stated:

The UFU has today written to FRV seeking agreement from FRV to commence the process of clause harmonisation. This process will facilitate breaking down the existing industrial, geographical, and legal barriers between the two Enterprise Agreement Divisions.

12. My instructions to my staff have always been that, where UFU and FRV reach a position (for example, with respect to Mr Roe's Relocation Assistance recommendation or a certain Proposal endorsed via the Operational Consultative Committee), that position should ultimately be reflected in a new clause in the future Operational Staff Agreement. I believe these instructions reflect the UFU's integrity and goodwill and demonstrate the UFU's willingness to work cooperatively with FRV. The agreements reached in these respect were intended to be permanent.

13. If I was told at the outset that efficiencies would not be paid to staff covered by the Interim Agreement or new Agreement even though they had been realised, the UFU would never have undertaken the efforts to achieve harmonisation and reform.

14. In November 2021 in the UFU's s.240 application in B2021/1057, the FRV was required to provide costings of the UFU's claims. The claims which the UFU sought to be costed by FRV consisted of the efficiencies it claimed in accordance with the agreement.

15. I had discussions with Commissioner Block that the costings identified by the UFU in its 20 September 2022 schedule had been agreed to by senior FRV representatives and were largely based on their own figures.
16. On 15 August 2022, the UFU filed a Form F10 application in the FWC seeking an efficiencies allowance (**Matter C2022/5683**). An efficiencies allowance comprised of 19 items at that time that UFU and FRV had jointly identified as “efficiencies” that were already implemented, or to be implemented in future, and producing savings to the organisation.
17. In October 2022, I had several conversations (including in person) with FRV representatives (Commissioner Ken G. Block and Deputy Commissioner Braid) and confirmed the agreement that the efficiencies achieved would flow to staff. The UFU originally sought those payments by way of an efficiencies allowance..
18. On 20 January 2023, in Matter B2022/1676, FRV tabled a document containing FRV’s calculations in relation to the fire service efficiencies (FRV Efficiencies document). This document contained three tables as follows:
 - Table 1: “Benefits to staff (funded by Pillar 3 considerations)” in the amount of \$17,748,903.
 - Table 2: “3rd Pillar contributions – wages policy compliant” in the amount of \$26,643,718.
 - Table 3: “Other measures” in the amount of \$117,661,476.
19. On 13 and 20 February 2023, in Matter B2022/1676, FRV filed its material. I refer to LC-8 of the Witness Statement of Laura Campanaro and a copy of the FRV's Efficiencies document marked as AS-8.
20. In its Outline of Submissions filed 20 February 2023, FRV submitted as follows at paragraphs 4 and 5:

...
Those good faith discussions continue to include the savings and efficiencies that are the subject of this application. In FRV’s view, it is through bargaining for a replacement agreement that agreed savings and efficiencies can be reflected in agreed improvements in employee conditions, including remuneration. To that end, FRV is committed to continuing bargaining.
 ...

FRV’s view is that the appropriate forum to give effect to employees’ legitimate aspiration to share in the benefits arising from actual productivity gains is enterprise bargaining for the replacement agreement

FRV reneges on agreement

21. I became aware from the FRV during bargaining in or about early 2023 that the Government took the view that, despite the FRV acknowledging that efficiencies in the amount of \$117 million had been realised, the Government would not recognize these savings under Pillar 3 of the Government Wages Policy.

I refer to **LC-11** of the Witness Statement of Ms Laura Campanaro and a copy of the FRV's letter to the UFU dated 14 March 2023 and **LC-13** of the Witness Statement of Ms Laura Campanaro and a copy of the UFU letter to FRV dated 27 March 2023.

22. I consider the FRV's position as reneging on the agreement I had reached with the FRV to flow on savings achieved by way of efficiencies to staff; and endangering the positive relationship that the UFU has sought to create with FRV. This also goes to a matter of trust given that FRV has already benefited, and continue to benefit, from efficiencies implemented.

23. UFU members are aware, from my many discussions with them, of the fact that efficiencies have been achieved and realised with their co-operation, and that no payment has been forthcoming. It is a major issue for members.

Bargaining process

24. In 2022, almost two years after the commencement of FRV, the Victorian Government granted approval for FRV to commence formal bargaining. The FRV filed a s.240 Application on 4 November 2022 (B2022/1676).

25. There have been 76 face-to-face bargaining meetings between the UFU and FRV since 2020; and 16 appearances in the Commission in respect of bargaining for a new agreement.

26. Wilson C issued a statement on 3 February 2023 confirming that **all matters were agreed between the parties** save for 10 issues (at [4]).

27. The FRV made an offer made on 10 March 2023. I refer to **LC-10** of the Witness Statement of Ms Laura Campanaro and a copy of the FRV letter dated 10 March 2023.

28. This offer was accepted subject to conditions. I refer to **LC-13** of the Witness Statement of Ms Laura Campanaro and a copy of the UFU letter to FRV dated 27 March 2023. The main condition related to the recognition of payment of efficiencies in accordance with the agreement.

29. The last appearance before Wilson C was on 27 April 2023.

30. Wilson C issued a statement on 19 June 2023 confirming that **all matters were agreed between the parties save for the quantum of wages and efficiencies** (at [2]). The Commission urged the FRV to make an offer.
31. In the absence of any new offers since March 2023, the UFU filed its intractable bargaining application on 28 July 2023.

Attempts by FRV to undo matters agreed

32. On 7 August 2023, the FRV sent a letter purporting to contain a purported offer. A copy of this letter of 7 August 2023 is annexed and marked "**PM -2**".
33. For the first time, and despite the parties having agreed to every clause except for quantum of wages and allowances, the FRV sought to undo some of the agreed matters.
34. FRV The government was present in the Commission throughout bargaining and never once raised an issue with the agreed clauses.
35. On 7 August 2023, I rejected the "offer" and any attempt to undo what had been agreed. Annexed UFU response. A copy of this letter of 7 August 2023 is annexed and marked "**PM -3**".
36. I saw this "offer" as a tactic by the FRV and government to position themselves for a determination, and put pressure on the UFU after it had filed its intractable bargaining application by calling into question matters that were agreed.

No reasonable prospect of agreement

37. I do not see any prospect of agreement as long as the FRV takes the position that the efficiencies will not be recognized in any payment made by way of wages and allowances. I also do not see any prospect of agreement if FRV departs from the position of Commission Wilson's Statement of 19 June 2023.
38. The latest "offer" from the FRV on 7 August 2023 has only driven the parties further apart.
39. The payment of efficiencies to staff when realised is what was agreed, and formed the basis of the UFU's involvement and co-operation in the processes of harmonisation and merger. This is what my members expect. Members also expect that the agreements reflected in the Statement of Commissioner Wilson of 19 June 2023 would be honoured. That is, members expect that when the FRV and UFU informed the Commission that all matters are agreed except wages and allowances, the FRV would honour its agreement. Without such recognition and honouring of that agreement by FRV, there will be no agreement from the UFU.



Peter Marshall

11 August 2023



United Firefighters Union
Victorian Branch ABN 74 030 569 265

"PM-1"

410 Brunswick Street
Fitzroy Victoria 3065
Australia
Email: officeadmin@ufuvic.asn.au
Phone: (03) 9419 8811

Website: www.ufuvic.asn.au
Fax: (03) 9419 9258

31 August 2020

Ken Brown AFSM

Deputy Commissioner

Office of the Fire Rescue Commissioner

Sent via email only: KBROWN@mfb.vic.gov.au

Dear Deputy Commissioner Brown,

Improvements as a result of the establishment of Fire Rescue Victoria

I respectfully write to you in relation to the positive improvements to firefighter and community safety, and fire/emergency response, as a result of the establishment of Fire Rescue Victoria.

It has been almost two months since the Fire Rescue Victoria establishment date of 1 July 2020, and the UFU has been informed that the benefits of fire service reform can already be seen with the organisational structure and removal of organisational barriers to the greater FRV resource pool.

The establishment of state-wide FRV Departments, such as Fire Investigation, HAZMAT, Marine, Fire Investigation and more, have created a more streamlined, professional approach to fire service operations. The UFU understands that there are further developments and improvements to the various state-wide Departments to enhance operations.

In addition to the establishment state-wide FRV Departments, the UFU also understands that there have been noticeable improvements to service delivery. That is, as a result of the Greater Alarm Response System in the FRV11 stations as well as the increase in the total pool of collective FRV resources - being career firefighters as well as appliances and equipment from the former MFB and CFA – the Victorian community is already benefiting from the enhanced response.

It is in this context that the UFU respectfully asks that you please provide to the UFU the above information regarding these improvements and efficiencies.

To discuss, you are welcome to contact me directly at any time on 0419 127 004.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Peter Marshall', is written over a light blue circular stamp.

Peter Marshall

Branch Secretary



7 August 2023

Peter Marshall
Branch Secretary
United Firefighters Union
410 Brunswick Street
FITZROY VIC 3065

Via email: p.marshall@ufuvic.asn.au

Dear Peter,

RE: BARGAINING – OPERATIONAL AGREEMENT

As you are aware, formal bargaining for the replacement Operational Agreement has been underway for a number of years, with informal bargaining in place since July 2020 and formal bargaining commencing in April 2022. Much progress has been made between the bargaining parties in establishing a framework for the replacement Operational Agreement that will support future harmonisation of Fire Rescue Victoria's (FRV's) workforce.

While FRV and the bargaining representatives have been in direct negotiations, as a government agency, any offer made by FRV, and all matters agreed in-principle are subject to government approval and authorisation. FRV has consistently reinforced this message throughout the bargaining process.

In accordance with the Victorian Government's 2023 *Wages Policy and the Enterprise Bargaining Framework* (the 2023 Wages Policy), FRV is pleased that they have been authorised by the Government to make a settlement offer.

On this basis, FRV provides the following settlement offer to the United Firefighters Union (UFU) and other bargaining representatives in relation to a replacement Operational Agreement:

- a) A four-year agreement with a first increase of 1 July 2023, consistent with the Wages Policy, no back payments beyond 1 July 2023 will be made;
- b) Four annual wage increases to wages and allowances of 3 per cent as of 1 July of each year;
- c) A separate lump sum cash payment under Pillar 1 of the Wages Policy, which is a one-off single payment to each person amounting to approximately \$7,359 per Full-Time Equivalent (FTE);
- d) Four lump sum cash payments to each person over the life of the Agreement as a "Pillar 3" payment of approximately \$2,021 per year, with the first payment payable on 1 July 2023.

The above accords with the 2023 Wages Policy, which, amongst other things, requires that all agreements be fiscally sustainable and fully funded. This is particularly important in the economic environment in which the state of Victoria finds itself. In that respect, there are some elements that FRV has not been authorised by the government to include in the replacement Operational Agreement as they could result in additional unbudgeted costs, namely:

- any reference to a firefighter's registration board, including the inclusion, in the replacement Operational Agreement, of the current reference in clauses 49 (Division A) and 42 (Division B) of the *Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020* (The Interim Agreement).
- clauses allowing for extra claims to be arbitrated by the Fair Work Commission (FWC) during the life of the agreement; where this is currently provided for, it is proposed that the role of FWC will be one of conciliation rather than arbitration. This does not preclude the ability for extra claims to be agreed upon for changes to work practices.

The government has highlighted the need to deliver on their broader responsibilities to manage any industrial implications for all Victorian Public Sector Employment Agreements and it is in this context that these exceptions form part of the settlement offer.

Additionally, as we have consistently stated through bargaining, increases to the minimum staffing charts contained within the agreement are dependent on funding, which has not been approved at this time. It is noted that FRV still intends to seek funding for new positions as necessary to address capability gaps or emerging needs and will seek to increase staffing numbers in accordance with approved funding. However, this would not result in a change to the replacement Operational Agreement.

The settlement offer will be revised if the FWC makes a determination on the efficiency allowance matter (C2022/5683) or the application for an increase to existing allowances (C2023/2071) that affects allowances for FRV operational staff.

This settlement offer is being put in the context of an overall package, provided on a "without prejudice" basis.

FRV will be seeking a s240 conference with the FWC to enable discussion of the settlement offer.

Yours sincerely,



**Gavin Freeman AFSM
Commissioner
Fire Rescue Victoria**



UNITED FIREFIGHTERS' UNION - Victorian Branch

PM-3

ABN: 74 030 569 265

408 - 410 Brunswick Street Fitzroy, Victoria, Australia. 3065

Phone: (03) 9419 8811 Fax (03) 9419 9258

Email: reception@ufuvic.asn.au

Web: www.ufuvic.asn.au

7 August 2023

Dear Commissioner Freeman,

CC: FRV ELT

I refer to your letter dated 7 August 2023 setting out a purported offer on behalf of Fire Rescue Victoria.

The UFU has serious concerns regarding FRV's conduct. Given the long history of bargaining for a proposed FRV/UFU Operational Staff Enterprise Agreement and the agreement reached between the bargaining representatives on all but two matters, this offer is rejected outright. Moreover, the offer is clearly incompatible with the good faith bargaining obligations under s.228 of the *Fair Work Act 2009* (**FW Act**).

This open letter is a concerns notice under s.229 of the FW Act.

Chronology of events

1. On 4 November 2022, FRV filed a s.240 application (**B2022/1676**) seeking the assistance of the Commission to resolve a bargaining dispute and listed 9 items:

28. Subject to the UFU providing FRV with a copy of the draft enterprise agreement V12, FRV considers that the Fair Work Commission's involvement is necessary to resolve, at least, the following disputed matters between the parties:

- a. *Wages;*
- b. *Allowances;*
- c. *Minimum Staffing Numbers;*
- d. *Health insurance;*
- e. *Public Transport;*
- f. *Fire Safety Officers;*
- g. *Fire safety Inspectors;*
- h. *Wage and percentage relativities; and*
- i. *The proper characterisation of the alleged efficiencies currently the subject of C2022/5683 as well as the intersection between them and the kind and/or level of benefit provided for by the New Agreement.*

2. On 3 February 2023, Commissioner Wilson issued a Statement setting out the following:

[4] Bargaining between the FRV and the UFU and other bargaining representatives has progressed between the parties with substantial goodwill, to the point where at the time the matter was referred to me to be dealt with the principal parties, the FRV and UFU, had reached agreement on all but 10 issues, as follows:

1. *Wages and Allowances – which awaits a proposal from the FRV in response to the UFU claims, with the FRV seeking to receive advice from Government about an amended or new wages policy.*

2. *Fire Safety Officers – resolution of this claim requires a decision from the FRV Executive Leadership Team.*
3. *Firefighters Registration Board – there has been no discussion on this subject with both parties looking to further proceedings in the Commission on the subject.*
4. *Health Insurance – the UFU most recently advised that it is exploring avenues to achieve Health Insurance and will report back.*
5. *Public Transport Fares – the UFU now seeks to progress this with a discussion directly with Public Transport Victoria (PTV).*
6. *Fire Safety Inspectors – the matter appears agreed in principle with drafting to be exchanged between the parties.*
7. *Emergency Medical Response Allowance – this matter appears close to agreement.*
8. *Allowances Schedule – this matter also appears close to agreement.*
9. *Wages and Classification Relativities – further discussions are required between the parties about this matter. FRV has provided the UFU with a draft clause regarding this item to which the UFU is to respond. The UFU is also seeking to reserve its position in relation to potential future examination of the relativities for Station Officers and Senior Station Officers, and will provide a draft clause regarding this matter to FRV for consideration by the FRV.*
10. *Minimum staffing – FRV and UFU have agreed to the safe staffing claim numbers and funding for the UFU safe staffing claims remain under consideration by the Minister for Emergency Services. Further discussions are required between the UFU and the FRV in respect of staffing numbers indicated in Schedules 16 of the draft agreement.*

...

[6] *It is clear to me bargaining will be unlikely to meaningfully progress without the capacity of FRV to put forward a detailed monetary proposal for consideration of the UFU and other employee bargaining representatives. What is ultimately put forward by the FRV for consideration of the UFU and employees is likely to be a function of the Victorian Government wages policy which is presently under review following its re-election in November 2022. I note that the parties are currently bargaining under the 2019 wages policy.*

...

[16] *I consider it desirable that before that date and time the parties endeavour to resolve to finality all of the non-wages matters that have been under discussion in the conciliation conferences to date. In particular I request that they meet on that subject before the next conference, discussing all remaining non-wages matters.*

3. UFU and FRV representatives met a further 12 times between 3 February and 26 April 2023, and all outstanding items were agreed and/or settled between UFU and FRV except for the quantum increase of wages and allowances.
4. On 10 March 2023, the FRV made an offer to the UFU. No reference was made to any clauses other than the matter of the quantum of wages and allowances. The FRV's offer was not made contingent on the trading off on any matters already agreed between the parties, and there was no reference to any putative concerns about "some elements" in the agreed clauses that "could result in additional unbudgeted costs".
5. On 15 March 2023, the UFU wrote to the FRV and accepted the FRV's offer subject to certain conditions that pertained to the quantum of wages and allowances. It was stipulated by the UFU that:

These conditions are put forward on the basis that the parties have otherwise agreed to all non-wages terms and conditions as contained in the most recent iteration of the Draft Operational Staff Agreement.

6. The progress between UFU and FRV in 2023 in achieving agreement on all matters other than the quantum of wages and allowances is evidenced in both correspondence and communications to operational members by both UFU and FRV. For example:
- (a) On 20 March 2023, UFU wrote to FRV and provided Version 13 of the proposed Enterprise Agreement. In its correspondence, the UFU noted that “277 out of 281 clauses and all schedules have been agreed between UFU and FRV, with many clauses already implemented”. The UFU acknowledged further work to do on the quantum of wages and allowances. The Fire Rescue Commissioner Gavin Freeman verbally, positively acknowledged the correspondence the following day.
 - (b) On 21 March 2023, UFU published a Bulletin to all members titled *OPS BARGAINING: Version 13 of proposed Ops Agreement including further items agreed between UFU and FRV*. In this Bulletin, the UFU relevantly wrote:

“Version 13 is an update from Version 12 and encompasses further clauses that have been agreed between UFU and FRV in recent months.

As members may by now be familiar with, Version 13 builds upon Version 12 (and prior versions) and has been updated following around 7 further meetings between UFU and FRV in recent months and further agreement on specific items and clauses. The UFU is pleased with the level of agreed progress between UFU and FRV bargaining representatives”.
 - (c) On 29 March 2023, FRV published a video to all FRV Staff. In the video, Fire Rescue Commissioner Gavin Freeman said that “significant progress has been made with these negotiations, for the Operational Agreement for example all matters have been agreed other than the Firefighters Registration Board clause, the funding to increase minimum staffing requirements, and Annual Leave for Fire Safety Officers and the Incident Management Support clause for those Fire Safety Officers. The quantum of wages and allowances increases of course is yet to be agreed as well”.
 - (d) On 27 April 2023, FRV and UFU attended a s.240 conference and both parties reported to Commissioner Wilson that, with the exception of the Firefighter Registration Board clause, there was no outstanding item other than quantum increase to wages and allowances. FRV attributed the delay in negotiating quantum increase to wages and allowances to the imminent, new Government Wages Policy.
 - (e) On 25 May 2023, UFU published a Bulletin to all FRV operational members, *Operational Members: Wages & Allowances*. In this Bulletin, the UFU wrote:

*“All conditions of employment/clauses, as has been articulated by the Union as well as Commissioner Freeman, have been **agreed**. The **only** outstanding matter is the quantum increase to wages and allowances”.*
7. On 19 June 2023, Commissioner Wilson issued a further Statement setting out the following (at [2]):
- Bargaining has progressed very well to the point that the UFU and FRV now report that since the last conciliation conference held on 27 April 2023 all outstanding matters have been resolved, **save** for the matter of an offer for increases to wages and related monetary allowances.*
8. On 27 June 2023, UFU provided Version 14 of the proposed Enterprise Agreement to FRV. The document reflected all agreed terms which is, in essence, everything except for the quantum increase in wages and allowances.
9. On 11 July 2023, UFU published UFU Bulletin #100 to all members titled “OPS BARGAINING ... This affects you! Version 14 of proposed Ops Agreement on Members Intranet & UFU App Upcoming Zoom meetings scheduled + face-to-face meetings”. In this Bulletin, the UFU wrote:

“Per the discussion at UFU Station Visits in recent months, as well as the UFU Delegate Note provided to UFU Delegates in June, the only outstanding matter in bargaining is the quantum for wages and allowances.”

The UFU’s Position

Your letter of 7 August 2023 is suggestive of an intention to resile from a number of agreements already made by FRV in the proposed draft agreement. These agreed clauses are:

- (a) The withdrawal from agreement to the longstanding clause on allowances. This represents a serious diminution in the conditions of UFU members. This clause has been used, often by practical agreement between the parties, to obtain minimal increases for firefighters in circumstances where bargaining for wage increases has taken an inordinate length of time, just like the current situation. In fact, as you are no doubt aware there is a claim currently reserved by Wilson C in which FRV agreed that there should be an increase under this clause pending resolution of the current drawn-out bargaining process.
- (b) The withdrawal of agreement to the Firefighters’ Registration Board clause. It is hard to see that this relates to funding issues as opposed to political issues arising from other litigation.
- (c) While your letter does not expressly state it, it makes clear that you now wish to resile from agreement over staffing increases. These were agreed through a process in which FRV and the UFU sought to identify what was necessary for the safe operation of FRV. This is a significant betrayal of the process of co-operation which has been undertaken by the parties in these negotiations, and a betrayal of UFU members.

Additionally, your offer fails to recognise or to give effect to the agreement between FRV and the UFU that efficiencies achieved during the creation of the FRV, which were only achieved through UFU co-operation, and were intended by all parties to be utilised to fund wage increases. Those efficiencies on FRV’s figures amount to \$117m. The increases in your offer come nowhere near that figure. The bad faith involved in this about face, which was detailed in my letters to you of 7 March 2023 and 27 March 2023, has prevented any prospect of genuine agreement being reached in bargaining.

Your offer is made on the eve of the first hearing of the UFU’s intractable bargaining application (listed on 9 August 2023). Aside from matters related to the increase in quantum of wages and allowances everything else was agreed, and you have gone on record to that effect. This offer is rejected because it is not a genuine offer, it is nothing more than a cynical, disingenuous and transparent attempt to reframe the issues that will be liable to be arbitrated in an intractable bargaining workplace determination. It is seen by the UFU as such and is rejected out of hand.

Regards,



Peter J Marshall
Branch Secretary