

Terms of Settlement

Collective Agreement between New Zealand Professional Firefighters Union (NZPFU) and Fire and Emergency New Zealand (FENZ)

The following are the terms of settlement in relation to bargaining for the collective agreement between the New Zealand Professional Fire Fighters Union (NZPFU) and Fire and Emergency New Zealand (FENZ)

The parties have bargained in good faith and reached the following agreements:

- 1 The term of the collective agreement will be from 1 July 2018 to 30 June 2021. (Part One clause 11)
- 2 The previous collective agreement between the parties expiring on 30 June 2018 will be amended to reflect the outcome of the bargaining, in accordance with these terms of settlement.
- 3 Prior to ratification, the parties will identify any further editorial amendments to bring the CEA up to date in terms of current roles and references to structures and functions no longer current.
- 4 A complete CEA will be taken out for ratification by the parties, incorporating the changes required to give effect to these terms of settlement, and the outcome of the remuneration review pursuant to clauses 2.6.2.2 and 2.6.2.3 of the CEA. The effect of the remuneration review is to increase rates by 2.5%, as reflected in the rates tables and schedules of the CEA. The effective date for these rates as per the normal remuneration review cycle is 1 July 2018.
- 5 For the avoidance of doubt, the parties recognise that they are in an environment of change and that there may need to be variation to the new CEA during its term. In that regard, the parties will bring to the table the same collaborative constructive mode of engagement that has characterised the relationship through the review and transition period, with co-design being a feature of new initiatives where practical.
- 6 In reaching settlement in the bargaining, and in reaching agreement as to the remuneration review outcome pursuant to clause 2.6.2.2 and 2.6.2.3 of the current CEA, the parties have made a number of commitments to each other that are intended to be binding and enforceable and which have been a material part of the bargain struck at the table. These are reflected below, in addition to the changes to the CEA.

Job Evaluation

7. Co-design is currently under way as regards the Target Operating Model (TOM). Consultation has yet to commence on new structures or roles in support of the TOM. However, the parties have agreed that the introduction of any substantive role changes will be accompanied by joint consideration of whether there is a need to undertake new job evaluation of such roles.
- 8 In some cases, the requirements and functions of a role may require some “bedding in” before the parties are fully able to appreciate the whole extent of the change in the role. On that basis, the parties have agreed that the Fire Risk Management Officer roles (previously

referred to as Fire Safety Officer) will be re-evaluated at a point to be agreed, once the application and operation of new regulations and functions have commenced.

- 9 The parties recognise that the current operating environment and the circumstances in which front line roles in particular are carried out has changed since the roles of senior firefighter and station officer were first evaluated using the Hay system of job evaluation. It is acknowledged that the emotional and psychological effects and impact of medical calls and the circumstances in which they are carried out was not explicitly considered within the job size evaluations, as the job size methodology currently is more reflective of skills required and accountabilities, rather than the impact of conditions of work per se.
- 10 On that basis, in the context of reviewing the job evaluations pertaining to front line operational firefighter roles, the parties have agreed to engage external expertise to consider the extent to which the changed environment and in particular the impact of increased medical calls, may be able to be fairly reflected in the current system. In addition, the parties acknowledge that although there has already been significant joint work on initiatives to protect the psychological wellbeing of staff and improve resilience, there is more to do.
- 11 Although there are established benchmark roles of SO and SFF, the internal relativities in terms of remuneration and job size are such that any adjustment to these roles will be likely to have a flow on effect to other roles so that a system perspective is needed. The parties recognise that this work will require significant time and resources. The parties agree to complete the job-sizing of the benchmark roles within 18 months of the ratification of this agreement.

Peer Group for Market Data

- 12 The make-up of the peer group from which market data is gathered in relation to the annual remuneration review, will itself be reviewed by the parties. This is an important element of the information that helps to inform the discussion and agreement as to annual market movement. This is considered by the parties under clause 2.6.2.2 with other relevant information such as wider public service movement, the operating context at the time the rates are reviewed, and such other matters as the parties deem relevant considerations at the time. In bargaining years, there is an opportunity to reset the balance according to the overall bargaining process as has been done this year in arriving at 2.5% significantly departing from the raw data which reflected only 1% movement at the benchmark roles and 2% in the wider public sector median, March quarter data. Bargaining outcomes elsewhere, if higher than previous years, will be reflected in next year's data when the parties review the 2018/19 March quarter data. Equally, the higher movement this year (i.e. higher than the market data) will reduce the margin between the CEA and the market next year.

Staffing and Minimum Shift Staffing

- 13 The parties acknowledge the current work underway to jointly consider the adequacy and distribution of front line fire-fighting staff and the associated support required. It is expected that a potential outcome of that work, in conjunction with the TOM work underway and the potential changes to structure, may require a reallocation of current staffing in terms of location, to meet future operational need. The parties will work collaboratively and constructively in order to agree the implementation and outcomes of this work.
- 14 It is emphasised that this is in the context of likely immediate growth in numbers overall to meet operational needs, rather than reduction or retrenchment. Nevertheless, parties re-emphasise their ongoing commitment to co-design and collaboration as their preferred

means of engagement, supported and reinforced by the application of the necessary change management provisions of the CEA and such other protocols as are agreed between the parties to support the specifics of any such change.

- 15 In that regard, it is noted that the discontinuation of Fire Districts in terms of the statute, does not revoke the obligation to apply the intent and purpose of the CEA provisions relating to inter and intra district transfers, within and between Fire Districts as they were previously known. Regardless of the size shape and number of geographical boundaries introduced through TOM, the general obligations to engage the union and affected staff will continue where future transfers are proposed. The detail of this will be co-designed between the parties recognising the absence of the old boundaries, but respecting the intent and goodwill of the pre-existing provisions.

Region One - Auckland

- 16 The parties recognise the significant challenges they jointly face in regards staffing levels in Auckland, given the wider societal and economic circumstances that apply, and the infrastructural/logistical challenges that apply to the operating environment.
- 17 The parties have agreed to establish a joint task force, charged with considering in the widest possible context, options to address the demands peculiar to Auckland, and proposing practical options for addressing these, for consideration by the CE.
- 18 The task force will be Auckland based, and will include senior leadership of both parties from Region One, as well as National representation from both parties, so as to enable wider consideration of the implications elsewhere, of any such proposals. The parties will agree its composition and the first meeting of the task force will be within 2 months of ratification of the CEA.

Staffing pressures

- 19 Over and above the issues identified as specific to Auckland, there are a number of significant challenges that require consideration of the parties and innovation to address. These issues include
- the ongoing challenges of ensuring staffing levels are maintained during periods of high demand on internal expertise for secondments to projects and working groups;
 - the challenge of maintaining roster coverage for absence and overtime relative to the attractiveness of overtime and family needs of staff;
 - the need to ensure that even in growth mode we still need to have staffing allocated to the right place at the right time with the right mix of skills to deliver what is required.
- 20 Some of these matters may be addressed in the context of the Establishment Review Committee, while others such as issues regarding appropriate rostering models and systems are better dealt with by agreement between the local management and the local rostering committee of the NZPFU.

Local Rostering

- 21 Without detracting from the management rights and prerogative of FENZ, it is noted that it is the NZPFU Local that typically establish and operate the rostering practices at local level, in conjunction with local management.

- 22 The parties agree that where there are issues arising over these matters, they are best dealt with locally. Failing resolution, the new Policy Interpretation Application and Operation Committee, or the Dispute Resolution Committee will be the appropriate alternative avenues for resolution, depending upon the nature of the issue.

Engagement Forums

- 23 The parties recognise and value high levels of engagement, both in relation to national level strategic matters, and more localised Regional or Business unit level engagement as appropriate to the circumstances. The parties have agreed to review the operation of the National monthly NZPFU forum in terms of the original intent and opportunities to improve the value and outputs of that engagement.
- 24 The parties have agreed to review the engagement structures for Training, recognising the value to both parties of high levels of engagement in that directorate, given the importance to both parties and to staff. In the interim, the Training Standards Committee will be re-established forthwith as per the 2009 Terms of Reference, or as otherwise agreed.
- 25 The parties have agreed to establish a new national forum for Comcens, bringing together representation from each of the Comcens and Management to engage in matters of shared interest. The forum will meet no less often than 6 monthly.

PCA

- 26 Where staff are on secondment at the time the PCA is paid, they will be paid at the higher of the rates applicable as between the two roles, provided both roles qualify for PCA. If only the substantive role qualifies for the PCA, then that is the rate that will apply. This provision is also subject to the condition that in order to qualify for the higher rate on secondment, the secondment must be programmed for more than three months (or have already been in place for no less than three months).

Policies

- 27 The parties have agreed to delink the following policies from the CEA and in doing so reaffirm their commitment to genuine consultation and involvement in any changes to these policies. This is consistent with the current ethos of co-design and constructive engagement.

6.3.4 Personnel Records

6.3.5 Gratuities

6.3.6 Leave for Examinations

6.3.7 Entitlements, Processes etc when attending Training

Note this occurs in the conjunction with the establishment of the Policy Interpretation, Application and Operation Committee below (para 28) and in the context of the commitments made by the Board in relation to ongoing access to the Gratuity (referenced at para 29).

Policy Interpretation Application and Operation Committee

- 28 The parties have agreed to establish a new body in order to provide an effective and efficient point of escalation and resolution for matters of policy application and interpretation as follows:

Policy Interpretation Application and Operation Committee

- *as a point of escalation and resolution of conflict over the Interpretation, Application and Operation of policies -- the PIAO*
- *does not replace Dispute Provisions of the CEA in relation to the application and interpretation and operation of the collective agreement, as opposed to policy.*
- *is a good faith body like the Dispute Resolution Committee with the express intent of reducing potential conflict and promoting consistency.*
- *is authorised to sign off and publish guidance on policy*
- *either party can terminate the initiative on written notice to the other party.*

Composition

- *No less than 2 Senior PFU and 2 Senior FENZ representatives to constitute a quorum – i.e. National Secretary and President or their respective nominee from the National Committee; and Director People and Capability and National Commander Operations or their respective nominee (or such equivalent role as may be provided for in the FENZ structure)*
- *Seniority of the committee to ensure enforceability and delivery on commitments by both parties*

Gratuity Policy

- 29 Although the parties have agreed to delink a number of polices from the collective agreement as per para 27 above, the continued commitment to gratuities as reflected in statements by the Board is noted and attached as Appendix 1.

Coverage

- 30 The parties have agreed to include a statement in the coverage clause to ensure that roles currently covered by the CEA, continue to be covered unless agreed otherwise, regardless of changes to rank and structure, and regardless of whether or not the staff in those roles have come from an operational background.

New clause for Part 1 Clause 1 - It is agreed that all roles covered by the CEA expiring 30/06/18, as at the date of its expiry, and as customarily covered by this collective agreement, shall continue to have coverage for the term of the CEA commencing 01/07/18. This is irrespective of any changes to rank and role and structure arising from the current operating model work and organisational change underway or arising during the term of this agreement. This also recognises that some roles e.g. blackwatch roles may in future be filled by workers without an operational background, but nevertheless have coverage.

Sickness at Home

- 30 In addressing the issues that have arisen from time to time regarding the application of the sick at home provision of the CEA, the parties have sought to better align the provision with the requirements of the Holidays Act, in removing reference to the term “emergency” and exclusion of prearranged hospital appointments. At the same time, it has been agreed to establish a new entitlement under the Parental leave section of the CEA providing for up to three days on pay to attend to matters associated with the birth or adoption of a child, thereby removing doubt as to the support available for this purpose. **Part 2 clause 8 (and Part 3 to mirror this change also at 3.7 to 3.7.7.4)**

SICKNESS AT HOME

2.8.7 A worker may be granted leave on pay, as set out below, as a charge against sick leave entitlement when the worker must, because of emergency stay at home to attend to a member of the household who through illness becomes dependent on the worker a person who depends on the worker is sick or injured. This person would in most cases be the worker's child or partner but may be another member of the worker's family or household. However, when an application is received for someone falling outside the worker's family, it should be referred to the Regional Commander for consideration. "Family" for the purpose of this provision includes: Children; spouse or person living in a recognised de facto relationship with the worker; parents or other relatives, such as grandparents, grandchildren, and relations by marriage, living with the worker. These points are to be noted:

2.8.3.2 The Chief Fire Officer may approve up to four days at any one time, and not more than ten days in any leave year (for cases involving "family" members). All other cases are to be submitted to the Regional Commander, together with advice of the amount of leave already approved under delegated authority during the current leave year. Before granting the leave the Chief Fire Officer may require the production of a medical certificate or other suitable evidence.

2.8.3.3 Approval is only to be given in the event of emergency illness. It must not be given when a worker has had advance notice eg of admission to hospital etc. Approval may not be given for absences on account of illness in a worker's family or household if another adult member of the family or household is able to care for the sick person.

2.8.3.4 Cases involving any other person domiciled with the worker who though not part of the worker's family, nevertheless becomes dependent on the worker's care as a result of emergency illness should be submitted to the Regional Commander for consideration.

2.8.3.5 Approval is to be given to one worker when both husband and wife are working.

Parental Leave

- 31 The parental leave provisions have been updated to make them more consistent with the statutory provisions and modern terminology, and to provide for the additional three days reference in para 30 above. The parental leave payment made on return from parental leave will now attract superannuation. Part 1 Clause 4 Leave

PARENTAL LEAVE:

Adoption Leave

1.4.1 Adoption Leave as special leave without pay may be granted to ~~women employees~~ **women employees** on the same basis and under the same conditions as applying to ~~Maternity~~ **Maternity** Parental Leave (Clause 1.4.2) in respect of legal adoption of a child who is not more than five years of age.

1.4.1.1 Documentary evidence of an approved adoption is required.

1.4.1.2 Re-entry rights are protected.

Maternity Parental Leave

1.4.2 Maternity Parental Leave as special leave without pay shall be granted to ~~women~~ a **pregnant female worker, or the partner of a female pregnant worker where they have transferred their entitlement to parental leave under the Parental Leave and Employment Protection Act 1987**. It is not to be granted as sick leave on pay. An application for leave under this heading must be supported by a medical certificate.

1.4.2.1 Leave of up to twelve months is to be granted to workers with at least one year's service at the time of commencing leave.

1.4.2.2 For those with less than one year's service, ~~maternity~~ leave up to six months is to be granted.

1.4.2.3 Where a worker returns to duty before the expiration of twelve months' leave without pay and completes a further six months' service, ~~she~~ **they** qualify ~~ies~~ for a payment equivalent to thirty working days on pay (calculated at the rate payable for the thirty working days immediately following the cessation of duty).

1.4.2.4 Re-entry rights are protected.

~~PATERNITY~~ **PARTNERS LEAVE**

1.4.3 At the time of any confinement, workers may be granted up to 14 days' special leave without pay as ~~paternity~~ **partners** leave. There will be no requirement for workers to take any annual leave due to them before proceeding on ~~paternity~~ **partners** leave. Like other forms of leave without pay, paternity partners leave will depend on reasonable notice being given and the exigencies of the service. Workers are permitted to continue to use their extended leave if they prefer, rather than avail themselves of the ~~paternity~~ **partners** leave provisions.

1.4.4 Except as provided for in Clauses 1.4.1 to 1.4.3 of this Agreement, the provisions of the Parental Leave and Employment Protection Act 1987 shall apply.

Training Volunteers Allowance

32 The Training volunteers allowance has been clarified to reflect the intent of the parties that it be applied to situation where there is structured training programmes and courses, pre-approved by National Training or Local Management, rather than ad hoc scenarios where paid staff and volunteers on station are simply training together. Part 2 clause 2.6.14.1

2.6.14.1 Officers and Firefighters Training Volunteers

Add sentence:

For the purposes of this provision, training volunteers means training of volunteers during structured training programmes and courses, pre-approved by National Training, Regional Training, or Local Management, rather than training with volunteers. Training volunteers does not encompass informal demonstration of skills and guidance on station on shift when not otherwise training as defined in this provision

IFE Allowance

33 The parties have agreed to progress to an adjudicated decision on the current dispute as to eligibility for the IFE allowance. The matter in dispute is whether or not the allowance is payable to staff who achieve the qualification by RPL or cross crediting of TAPs rather than by examination. In order to expedite the process, the parties will agree on an independent professional dispute resolution specialist to make the determination.

Mileage Rates

- 35 The parties confirm for mileage rate calculation purposes the published AA mileage rates will be used as the applicable rates under the CEA.

Holidays Act Compliance

- 36 A number of provisions in the CEA have been updated to align with the current provisions of the Holidays Act. These include the sickness at home provision (discussed in para 6.16 above) and provisions relating to the calculation of annual leave, the taking of annual leave, and the taking of days in lieu.

HOLIDAY PAY

- 2.6.8 Payment of wages covering the holiday period shall be made **on normal pay days prior to the worker going on leave**
- 2.6.8.1 By agreement by the Chief Executive/National Commander and the brigade workers concerned, arrangements may be made for the worker's wages to be paid **prior to the worker going on leave** and not ~~in advance~~ on normal pay days as provided in Subclause 2.6.8.
- 2.6.8.2 Where annual leave is taken as provided in 2.7.1 payment for annual leave shall be on the basis of the worker's average weekly taxable earnings for the **12 pays for the leave cycle** immediately preceding the worker's annual leave entitlement; provided that in no case shall the leave pay be less than the worker's ordinary wage at the time of taking the leave; provided further that where any worker was not employed for the full period of the previous leave cycle, leave pay shall be calculated as in 2.7.1.1.
- 2.6.8.3 In all other cases payment for annual leave shall be on the basis of the worker's average weekly taxable earnings **the last 12 pays for the six month period** (or lesser period where applicable) immediately preceding his/her leave entitlement; provided that in no case shall the leave pay be less than the worker's ordinary wage at the time of taking the leave.

ALTERNATIVE HOLIDAYS

- 2.7.4.2 This clause 2.7.4.2 is subject to clause 2.7.4.3 and to section 57 of the Holidays Act 2003. If agreement under clause 2.7.4.1 cannot be reached, ~~the worker shall take into account the Fire Services view as to when it is convenient for the worker to take the alternative holiday and the Union shall assist the Fire Service to ensure that each worker exercises consideration in the taking of the alternative holiday and fully appreciates the impact of taking leave at a time that would put the maintenance of minimum staffing levels at jeopardy~~ the day must be taken on a date determined, on a reasonable basis, by the employer.

HOLIDAY PAY

- 3.6.2.1 Payment of wages covering the holiday period shall be made **on normal pay days prior to the worker going on leave**
- 3.6.2.2 By agreement by the Chief Executive/National Commander and the brigade workers concerned, arrangements may be made for the worker's wages to be paid prior to the

worker going on leave **prior to the worker going on leave** and not ~~in advance on normal pay days~~ as provided in Subclause 3.6.2.1.

- 3.6.2.3 Where annual leave is taken as provided in 3.6.1 payment for annual leave shall be on the basis of the worker's average weekly taxable earnings for the **12 pays for the leave cycle** immediately preceding the worker's annual leave entitlement; provided that in no case shall the leave pay be less than the worker's ordinary wage at the time of taking the leave; provided further that where any worker was not employed for the full period of the previous leave cycle, leave pay shall be calculated as in 3.6.1.1.
- 3.6.2.4 In all other cases payment for annual leave shall be on the basis of the worker's average weekly taxable earnings for **12 pays for the six month period** (or lesser period where applicable) immediately preceding his/her leave entitlement; provided that in no case shall the leave pay be less than the worker's ordinary wage at the time of taking the leave.

ALTERNATIVE HOLIDAYS

- 3.6.4.3 This clause 3.6.4.3 is subject to clause 3.6.4.4 and to section 57 of the Holidays Act 2003. If agreement under clause 3.6.4.1 cannot be reached, ~~the worker shall take into account the Fire Services view as to when it is convenient for the worker to take the alternative holiday and the Union shall assist the Fire Service to ensure that each worker exercises consideration in the taking of the alternative holiday and fully appreciates the impact of taking leave at a time that would put the maintenance of minimum staffing levels at jeopardy~~ the day must be taken on a date determined, on a reasonable basis, by the employer

Communication Centers' specific issues

Working at Another Location

- 37 The parties recognise the value in ensuring that there are clear protocols and expectations in place with regards to Comcens staff relieving in other Centres. This includes ensuring that the appropriate watch change provisions are applied where relevant, and suitable travel and accommodation is in place for such engagements ahead of them occurring in accordance with corporate policy.

Relocation of Auckland ComCens

- 38 The parties agree that early discussion in relation to any proposed movement of location for the Auckland Comcen is important to maintain staff engagement. FENZ commit to doing this as soon as practically possible once any such movement is confirmed, along with discussions regarding the implications of this on issues such as staff retention and car-parking/security. The forum referred to in paragraph 25 will afford an opportunity for emerging issues such as these to be aired early. In this context "early discussion" means the sharing of information as soon as it is reasonably practicable to do so within the limits of commercial sensitivity. It is acknowledged also that there are other third parties not subject to these terms of settlement.

Alignment of Parts 2 and 3 of the CEA

- 39 In the context of the bargaining the parties have acknowledged the desirability of consistent application of rules and systems as between Fire fighter roles and Comcens roles where appropriate. This includes Watch Change provisions below, treatment of higher duties

allowances (HDA) in overtime situations (confirmed as consistent), and remuneration review processes (to provide for an annual remuneration review process as provided in **Part 2** by moving clauses **2.6.2.1 and 2.6.2.2** to **Part 1** extending their application to all roles).

Clause 3.5.1.3 The Watch Change provisions in part 3 to have the following sentence added:

“Change of watch will require at least 48 hours off duty following normal rostered days off, unless agreed otherwise by the Comcen Manager and the Union”.

Progression

- 40 The parties have agreed to adopt the progression criteria developed collaboratively at local level and signed off between the parties. The CEA will also be amended **Part 3 – Clause 4** Progression to add the words **“Subject to a full pass in a practical assessment”** in the appropriate clauses for progression from Grade 1 to 2, 2 to 3, 3 to 4, and 4 to 5.

Annual leave

- 41 **Clause 3.6.1.6** of the CEA to be amended to add a sentence regarding pro rata leave.

“This will be achieved by converting the annual leave or part thereof to Pro Rata leave and taken as agreed”.

Overtime

- 42 The clauses relating to time banked time will be amended to reflect the ability to use time banked time in one hour units, for up to three hours by agreement, where there is sufficient cover available. **Clause 3.5.1.5** Overtime bullet point three to read:

Banked time can be taken in ~~a minimum of 3 hour lots or more~~ **minimum units of one hour, for up to three hours by agreement**, on the condition that someone is available to cover;

Training Volunteers

- 43 Agreement has been reached to apply the training volunteers allowance in Part Two of the CEA to Comcens staff in Part 3 of the CEA when *delivering* Training at NTC.

Overtime allowance for Training

- 44 Two hours of overtime per day will be paid to Comcens staff when delivering training on Comcen Trainee Communicator Courses (i.e. call taking and dispatch courses). This recognises additional time spent such as in preparation, set up, tidy up, and marking time outside delivery.

Senior Communicators G5 Responsible for Acting Up

- 45 The parties have agreed to recognise the unique environment in Comcens such that senior Communicators are effectively required to act up from time to time during the course of the day when the Shift Manager is not available due to breaks and meetings etc.
- 46 On that basis the parties have agreed to the payment of a responsibility allowance based on 90 minutes breaks per day for the Shift manager, payable to G5 Communicators on the shift. This is on the basis that there will be a need to take responsibility during these periods, and others when the shift manager is not available. For Shift Manager absences of half shift or more, the normal HDA will apply. The HDA will take account of the ongoing allowance in its calculation, being the difference between the G5 rate with the responsibility allowance, and the HDA as normally calculated. **Part 3 Clause 3**

New Clause - Grade 5 communicators will be eligible for an additional responsibility allowance of \$3,381.50 per annum, paid pro-rata on a fortnightly basis, recognising that there will be times during each shift when the shift manager stands down and a designated G5 Communicator will then assume additional responsibility. Where a G5 communicator is required to assume Higher duties for a full half shift or more, the normal HDA will apply.

Increase in the number of G5 Communicators

- 47 The number of G5 Communicators roles will increase to 8 per Comcens from the current 6.

Call backs

- 48 The parties recognise that in the event of a call back being cancelled by the employer at short notice there is considerable inconvenience to the staff member that has agreed to undertake the call back. Where this occurs at less than 24 hours' notice prior to the commencement of the call back, the staff member will be paid regardless. The Comcens may choose to go over staffing for the shift rather than pay the unworked call back. **Clause 3.3.11 add**

New Clause -If an employee agrees to work a call back which is subsequently cancelled by the employer within 24 hours of the start time for the shift, the employee will be paid the call back, regardless of whether or not they are required to attend.

Remuneration Review

- 49 The provisions relating to remuneration reviews will move from Part Two of the CEA to Part One of the CEA to ensure its applicability to all staff covered by the collective agreement.

Mess Allowance

- 50 The parties have agreed that specific budget provision will be made for each Centre to have a budget line to deal with mess provisions, calculated to be no less than the mess allowance available to brigades.

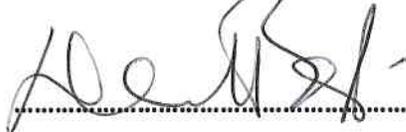
Hearing and Eyesight Tests

- 51 The current arrangements for hearing and eyesight tests in Comcens will continue alternating on a year about basis. However, where there are reasonable individual welfare needs identified, such as the need for out of cycle eyesight or hearing tests, these will be accommodated.

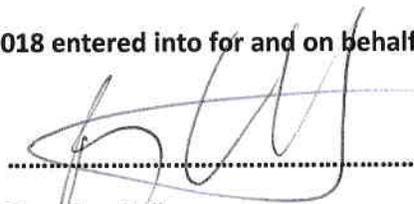
Staffing requirements

- 52 The parties have agreed that the NZPFU will have an opportunity to contribute to the work currently underway in relation to staffing levels, including the business case analysis, being developed by Gavin Travers for submission to SLT.

These final terms of settlement dated 27 July 2018 entered into for and on behalf of the parties by



Derek Best
Secretary NZPFU



Brendan Nally
Director People and Capability

Appendix One – Board Commitments on Gratuity

Board Update March 2017

Gratuities will remain in place for anyone who is currently eligible to receive them. Any new personnel of Fire and Emergency New Zealand, who are employed after 1 July on Collective Employment Agreements (CEAs) with the NZPFU, NZFRCA and PSA, and new urban volunteers who are eligible under current policy, will also be eligible to receive gratuities.

We recognise that there are differences in the payments that people receive across the sector such as gratuity eligibility, payments and reimbursements for volunteers, and varying employment agreements. This is not ideal, nor is it possible to fix before 1 July. We are well aware of these issues and will be looking to address them with Fire and Emergency New Zealand personnel, and unions and associations, in the 'integration' phase over the next three years.

You also have our commitment that everyone will receive fair consideration and treatment throughout the transfer process – all transfers will be legally compliant with the Employment Relations Act 2000 and will be made as per the provisions of the new Fire and Emergency New Zealand legislation, which is still expected to pass in Parliament in mid-April.