



THE NEW ZEALAND FIRE SERVICE

and



NEW ZEALAND PROFESSIONAL
FIREFIGHTERS' UNION

Collective Agreement for

UNIFORMED

and

COMMUNICATIONS CENTRE EMPLOYEES

The New Zealand Fire Service & New Zealand Professional Firefighters' Union

Collective Agreement for
Uniformed & Communications Centre Employees

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Part 1

Conditions Which Apply to all Workers Covered by the Agreement

General

CLAUSE A

THE PARTIES

This Collective Employment Agreement, the Agreement, is between –

- (a) The Chief Executive of the New Zealand Fire Service, the employer; and
- (b) The New Zealand Professional Firefighters' Union.

CLAUSE B

ADDITIONAL PARTIES

New employees whose work is covered by the coverage clause of this Agreement will be offered employment based on the terms and conditions set out in this Collective Employment Agreement

NOTE: The term of this Agreement is set out in Part 1, Clause 11.

PART 1 – CLAUSE 1 – COVERAGE

1.1.1 This agreement covers the work of:

- (i) preventing, suppressing and extinguishing fires;
- (ii) responding to other emergencies;
- (iii) supporting volunteer brigades;
- (iv) training;
- (v) delivering fire safety and risk reduction services;
- (vi) emergency call receipt/dispatch; and
- (vii) supervising, organising, reporting and administration;

where that work is performed by uniformed employees who are members of the Union and who hold the following ranks:

- (i) Senior Station Officer
- (ii) Station Officer
- (iii) Senior Firefighter
- (iv) Qualified Firefighter
- (v) Firefighter
- (vi) Trainee Firefighter

The conditions of employment of these employees are set out in Part 2 of this agreement.

1.1.2 This Agreement also covers the work of Communications Centre staff who are members of the Union and who hold the positions of:

- (i) Communicator (part time and full time); or
- (ii) Shift Manager (full time only).

The conditions of employment for these employees are set out in Part 3 of this Agreement.

1.1.3 This Agreement also covers the work of other Employees who hold the ranks specified in 1.1.1 and who undertake the positions of:

- (i) Fire Safety Officer; or
- (ii) Training Officer; or
- (iii) Volunteer/District Support Officer

The conditions of employment of these employees shall be either those set out in Part 2 of this Agreement or as have been, or may be agreed with the worker by way of an individual employment agreement, provided that such conditions are not inconsistent with this Agreement.

1.1.4 Nothing in this coverage clause shall indicate any change to the roles and responsibilities of positions. The parties note that a working party shall be convened to define the roles and responsibilities of Firefighters and Officers.

1.1.5 The Fire Service will not offer the terms and conditions of this Collective Employment Agreement by way of Individual Employment Agreements without genuine bargaining. The parties agree that the condition of genuine bargaining is met if the Fire Service formally offers an employee an Individual Employment Agreement in writing and that employee accepts the Agreement in writing.

PART 1 – CLAUSE 2 – VARIATIONS

1.2.1 The parties acknowledge that it may be necessary to vary some aspects of this agreement during its term.

1.2.2 Any such variation must be in writing and signed by the Chief Executive on behalf of the New Zealand Fire Service Commission and the Secretary of the New Zealand Professional Firefighters' Union on behalf of the majority of members who will be directly affected by the variation. The Union will notify the Fire Service of the ratification procedure in accordance with Section 51 of the Employment Relations Act 2000 prior to signing any variation.

PART 1 – CLAUSE 3 – INTERPRETATION

1.3.1 A "Brigade" or "Fire Brigade" means a group of workers employed under the provisions of this Agreement and who are organised and trained for the prevention, suppression and extinction of fires, and for providing other emergency services for which such organisation and training of the brigade is specially suitable, and who are responsible to the Chief Executive/National Commander for discipline and duty and a

“Member of a Fire Brigade” shall have a corresponding meaning. Communications Centres are specifically excluded from the definition of a brigade.

- 1.3.1.1 “**National Headquarters**” means those Officers and other employees who have been appointed or seconded as such by the Chief Executive/National Commander and who are not attached to any other fire brigade, and “Headquarters” or “Headquarters Brigade” shall have a corresponding meaning.
- 1.3.2 “**Chief Fire Officer**” means the Chief Fire Officer of the brigade in which a worker is currently employed and any reference to any other rank shall have a corresponding meaning.
- 1.3.3 “**Commission**” means the New Zealand Fire Service Commission established under Section 4 of the Fire Service Act 1975.
- 1.3.4 A “**day**” means a period of twenty-four hours. Each day shall commence at the starting time of the first duty shift for that day.
- 1.3.5 “**Emergency Incident**” means any incident to which workers respond, under the direction of the Chief Fire Officer of that brigade, or under the direction of the Regional Commander, or under the direction of any other person appointed by the Chief Executive/National Commander, as prescribed by Section 28 of the Fire Service Act 1975.
- 1.3.6 “**Employment**”, “**Terms of Employment**”. For the purposes of the progression clauses of this Agreement, the specified term of employment required for appointment or promotion to any position means unbroken employment for that period of time under this Agreement or under a New Zealand Fire Service Commission Determination preceding this Agreement or a New Zealand Industrial Award preceding such determination or in the case of Headquarters Brigade Personnel such as a Chief Executive, Director or Staff Officer under any Agreement preceding such determination, and for all other purposes “employed” or “employment” shall have a corresponding meaning.
- 1.3.6.1 **Employment “Broken”**. Where a worker ceases to be employed in the Service for a period of twelve weeks or more, the employment of such worker is broken.
- 1.3.6.2 **Employment “Interrupted”**. Where a worker, while remaining in the Service, transfers for a period of more than twelve weeks in any one year to any non-operational position, the employment of such worker shall be deemed to have been interrupted (but not broken) for the total period of time so transferred.
- 1.3.6.3 **Employment “Unbroken”**. Where, due to a transfer to any non-operational position or for any other reason, the employment of any worker is broken for a total period of twelve weeks or less in any one year, the employment of such worker shall be deemed to be unbroken.
- 1.3.7 “**Establishment**” shall mean the total number of workers employed in a brigade. Should there be any need to review the establishment in any brigade, the Chief Executive/National Commander shall consult with the Union prior to any changes taking place. In determining such establishment, the Chief Executive/National Commander shall have regard to the operational needs of the district and the health and safety of the members of the brigade concerned. Such consultation shall be conducted in a manner that allows the Union to consult the members of the brigade(s) concerned.

- 1.3.8 A "**Firefighter**" means a member of a fire brigade who is qualified as such and who is employed to perform duties related to the prevention, suppression and extinction of fire, and other emergency services for which his or her training is specially suitable.
- 1.3.9 "**Fire Service**" or "**The Service**". Subject to the limitations prescribed by this Agreement, "Fire Service" or "The Service" means the New Zealand Fire Service established under Section 3 of the Fire Service Act 1975.
- 1.3.10 "**Leave Cycle**" means a period of 160 consecutive days, commencing at a time to be determined by the Chief Executive/National Commander, during which there shall be 10 annual leave periods in accordance with a national annual leave roster prescribed by the Chief Executive/National Commander: provided that the Chief Executive/National Commander may prescribe separate annual leave rosters for selected groups of workers within any leave cycle.
- 1.3.11 "**Minimum Shift Manning (MSM)**" means the minimum number as determined by the Chief Executive/National Commander of Firefighters and Officers who shall be on duty twenty four hours every day, seven days of the week throughout each year. In determining such minimum shift manning the Chief Executive/National Commander shall have regard to the operational needs of the District and the health and safety of the members of the brigade concerned. Should there be any need to review the minimum shift manning of any brigade, then the Chief Executive/National Commander shall consult with the Union prior to any changes taking place. Such consultation shall be conducted in a manner that allows the Union to consult the members of the brigade(s) concerned.
- 1.3.12 "**Non-Operational Position**". For the purposes of this Agreement, a "non-operational" position means any position in the Service which does not involve the worker concerned responding to fire or other emergency incidents to undertake fire fighting or other emergency duties, as part of such worker's normal daily duties as a Firefighter Officer or Executive Officer.
- 1.3.13 An "**Officer**" means a member of a fire brigade who is qualified and appointed as such by the Chief Executive/National Commander and who is employed to perform duties related to the prevention, suppression and extinction of fire, and other emergency services for which his or her training is specially suitable, and where required by the Chief Executive/National Commander, to supervise the duties of other workers covered by this Agreement.
- 1.3.14 "**Operational Position**". For the purposes of this Agreement, an "operational" position means any position which involves the worker concerned responding to fire or other emergency incidents to undertake fire fighting or other emergency duties, as part of such a worker's normal daily duties as a Firefighter, Officer or Executive Officer.
- 1.3.15 "**Out of District Transfer**" means a transfer from one fire district to another fire district.
- 1.3.16 "**Personal Allowance**" means an allowance that was calculated at the restructure of wage rates in February 1988 because the worker concerned would otherwise have suffered a pay reduction. Personal allowances shall be adjusted by the same percentage, and at the same time as the total weekly wage, personal allowance shall cease on promotion.
- 1.3.17 "**Promotion**" to any rank from any other rank shall be as prescribed in the progression clauses of this Agreement.

- 1.3.18 **“Subject to Qualifications”** means subject to the worker successfully passing the New Zealand Fire Service Standard Examinations and/or tests appropriate for that step in progression.
- 1.3.19 **“Usual Station”** means the station at which a worker has been directed to serve.
- 1.3.20 **“Union”** means the New Zealand Professional Firefighters’ Union
- 1.3.21 **“Worker(s)”** shall mean any person employed under the Coverage of Agreement clause contained in this Agreement.
- 1.3.22 **A “Year”**. For the purposes of determining terms of employment and similar matters, a “Year” means a period of twelve months commencing at the date of employment in the Service or the anniversary of the date of commencing employment in the Service as the case may be. For the purposes of progression within a rank the date of the annual increment shall be the anniversary date of appointment to the rank and subsequent anniversaries.

PART 1 – CLAUSE 4 – LEAVE

PARENTAL LEAVE:

ADOPTION LEAVE

- 1.4.1 Adoption Leave as special leave without pay may be granted to women on the same basis and under the same conditions as applying to Maternity 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 LEAVE

- 1.4.2 Maternity Leave as special leave without pay shall be granted to women. 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 qualifies 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 LEAVE

- 1.4.3 At the time of any confinement, workers may be granted up to 14 days’ special leave without pay as paternity leave. There will be no requirement for workers to take any

annual leave due to them before proceeding on paternity leave. Like other forms of leave without pay, paternity 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 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.

BEREAVEMENT LEAVE

- 1.4.5 Workers shall be granted leave (bereavement leave) without loss of pay to meet their obligations to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or other close association because of particular cultural requirements.

- 1.4.5.1 Reasonable travel time is to be allowed. If a bereavement occurs while a worker is absent on annual leave, sick leave on pay, long service leave (except where this is taken after relinquishment of office) or other special leave on pay, such leave may be interrupted and bereavement leave granted. This provision will not apply if the worker is on leave without pay.

LONG SERVICE LEAVE

- 1.4.6 Workers who have completed 20 years' total service shall be entitled once only to long service leave of 28 consecutive days.

- 1.4.6.1 All long service leave shall be taken within eight years of the worker's entitlement falling due and shall be taken at a time that is approved by the Chief Fire Officer.

RECOGNITION OF PREVIOUS SERVICE

- 1.4.6.2 Workers may apply to the Chief Executive/National Commander for recognition of service with the following organisations:

- State Services
- New Zealand Railways Corporation
- State Owned Enterprises
- New Zealand Armed Services
- Statutory and Local Bodies

that have equivalent long service leave provisions.

- 1.4.6.3 Long service leave will not be granted to workers who have already taken long service leave in their previous employment.

- 1.4.6.4 Service as a Volunteer Firefighter will not qualify as "service" for the computation of long service leave.

- 1.4.6.5 All applications shall be referred to the appropriate Regional Commander for decision.

STATUTORY HOLIDAYS

- 1.4.7 The following shall be recognised statutory holidays:

- New Year's Day and the day following
- Waitangi Day

- Good Friday
- Easter Monday
- Anzac Day
- The Birthday of the Reigning Sovereign
- Labour Day
- Christmas Day
- Boxing Day
- Anniversary Day (except in Christchurch and Hawke's Bay, Show Day shall be held in lieu of Anniversary Day)

JURY SERVICE LEAVE

- 1.4.8 Workers called on for Jury Service are required to serve. Where the need is urgent, the Chief Fire Officer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 1.4.8.1 A worker called on for Jury Service may elect to take annual leave, special leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during the worker's off-duty hours, the worker may retain the juror's fees (and expenses) paid.
- 1.4.8.2 Where special leave on pay is granted, a certificate is to be given to the worker by the Chief Fire Officer to the effect that he/she has been granted special leave on pay and requesting the court to complete details of juror's fees and expenses paid. The worker is to pay the fees received to the Fire Service but may retain expenses.
- 1.4.8.3 Where special leave on pay is granted, it is only in respect of time spent on Jury Service, including reasonable travelling time. Where a worker on special leave on pay is not required by the court during normal duty hours he/she is to return to duty and to continue to work until again required for Jury Service.
- 1.4.8.4 If during a period of scheduled annual leave, a worker is required to serve on a jury he/she may seek and shall be granted a deferment of the annual leave.

LEAVE WITHOUT PAY

- 1.4.9 From time to time, special circumstances may arise where the granting of leave without pay is warranted. Such special circumstances may include:
- 1.4.9.1 Compassionate Leave
- 1.4.9.2 To undertake a course of study
- 1.4.9.3 To broaden occupational experience
- 1.4.9.4 For any other purpose approved by the Chief Executive/National Commander.

RETURN TO DUTY

- 1.4.9.5 Placement of a worker after a period of leave without pay cannot be guaranteed. Placement will depend on a vacancy existing at the time of return.
- 1.4.9.5.1 A worker who cannot be placed in employment on return will automatically continue on leave without pay for a further period, the length of which shall be at the discretion of the Chief Executive/National Commander. During this time the worker will be offered any vacancy at a rank for which the worker is qualified. If the worker does not accept

such a vacancy during this period, employment may be terminated by the Chief Executive/National Commander in accordance with this Agreement.

CONDITIONS

- 1.4.9.6 Any annual leave due shall be taken before a worker proceeds on leave without pay.
- 1.4.9.7 Whilst on leave without pay, a worker contributing to a superannuation scheme may exercise any option applicable according to the rules of the scheme to which he or she belongs.
- 1.4.9.8 The onus shall be on the worker to make satisfactory arrangements in respect of the Fire Service insurance policies or any other item from which authorised deductions are made.
- 1.4.9.9 At the expiration of any leave granted, any worker who has not returned to duty, or secured approval for an extension of that leave, will be treated as absent from duty.

SERVICE

- 1.4.9.10 Leave without pay will interrupt but not break service for the purposes of progression and service pay, provided that it shall not constitute employment for the purposes of this clause of this Agreement.

SPORTING AND CULTURAL EVENTS

- 1.4.9.11 If a worker is selected to represent New Zealand as a participant or an official in a sporting or cultural event, special leave on pay may be granted subject to:

Overseas Sports Events

- 1.4.9.11.1 The sport must be commonly recognised as a sport and widely practised in New Zealand as such.
- 1.4.9.11.2 The sport must have a national organisation and conduct regular tournaments.
- 1.4.9.11.3 Selection must be on a national basis.
- 1.4.9.11.4 International competition must take place at some stage during the tour.
- 1.4.9.11.5 Regard is to be had to the sporting contact policy of the Government.

Overseas Cultural Events

- 1.4.9.11.6 Employees must represent New Zealand at an international level.
- 1.4.9.11.7 Regard is to be had to the likely public relations benefit to New Zealand.
- 1.4.9.11.8 Selection must be on a national basis.

Eligibility

- 1.4.9.11.9 Participants and accredited officials of national teams, youth teams, physical disability teams and necessary escorts, umpires, referees and delegates to international sporting conferences. Other special cases are to be considered by the Chief Executive/National Commander on a case-by-case basis.

Leave

1.4.9.11.10 Overseas Events – Up to four weeks' leave on full pay. Any period exceeding four weeks shall be extended leave or leave without pay.

1.4.9.11.11 Events within New Zealand – Leave on full pay for the period of the event, one day assembly/training, and up to two days' travelling time as necessary.

Applications

1.4.9.11.12 All applications for special leave shall be supported by a statement from the National Body. The statement shall give details of any monetary payment other than fares to be made to the worker and/or the worker's family. If the amount for incidentals expenses exceeds the normal amount for each day of absence, the excess will be deducted for each working day in respect of which wages or salary is paid.

1.4.9.11.13 All applications for special leave for sporting and cultural events shall be made through normal channels to the Chief Executive/National Commander.

LEAVE FOR MILITARY TRAINING IN NEW ZEALAND

1.4.12 Leave for military training shall be granted in accordance with the Volunteers Employment Protection Act 1973.

SICK LEAVE IN RELATION TO ANNUAL AND LONG SERVICE LEAVE

1.4.13 Where sickness or accident occurs during a period of Annual or Long Service Leave, the period of sickness or accident shall be debited in the normal manner against sick leave entitlement provided that:

1.4.13.1 A medical certificate showing the duration of sickness is produced.

1.4.13.2 Annual or Long Service Leave to which the worker becomes entitled in accordance with this provision is to be taken as soon as possible in consultation with the Chief Executive/National Commander.

1.4.13.3 Annual or Long Service Leave taken in accordance with 1.4.12.2 above, shall be taken in consecutive days, commencing in the case of personnel performing duties in accordance with the operational roster, from the worker's first duty day of an eight day cycle, and for all other workers from the worker's first normal duty day of the week.

1.4.13.4 Sickness or accident occurring during day leave, special leave without pay, or shift adjustment leave does not qualify for debit against sick leave entitlement.

1.4.13.5 If sickness continues beyond an approved period of special leave without pay, sick leave is to commence on the day on which duty would otherwise have resumed.

1.4.13.6 Accidents arising out of or in the course of secondary employment during annual leave or Long Service Leave shall not qualify for debit against sick leave.

TUITION LEAVE

1.4.14 Where with the prior approval of the employer a worker attends any job related course of tuition during working hours he/she shall be allowed time off without loss of ordinary

pay on producing satisfactory proof of attendance. Where the worker completes the course, the employer shall reimburse him/her the cost of tuition and examinations.

- 1.4.14.1 Workers who take tuition leave at their own request and who terminate employment within six months of having tuition fees or examination fees paid on their behalf shall reimburse the employer for fees outlaid on a pro rata basis.

PART 1 – CLAUSE 5 – PERSONAL FILES

- 1.5.1 A worker shall be entitled to inspect his or her personal file, including the record card, in the presence of his or her Union Representative, if desired, on written application to the Chief Fire Officer. Permission shall not be unreasonably withheld.
- 1.5.2 Prior to an adverse entry being placed on a worker's personal file, it shall be shown to him or her.
- 1.5.3 Any record on a worker's personal file shall be deemed to be an adverse entry if, in the opinion of the worker, it reflects adversely on him or her.
- 1.5.4 If the worker has had no entry against him or her for a period of two years, all previous adverse entries shall be cancelled and he or she shall be deemed to have a clean record.
- 1.5.5 The term "unjustifiable action" for the purposes of clause 1.8(a)(ii) of this Agreement shall be deemed to include any adverse entry placed upon a worker's personal file where the details of that entry are disputed by the worker.

PART 1 – CLAUSE 6 – UNION MEMBERSHIP

FEES AND SUBSCRIPTIONS

- 1.6.1 During the term of this Agreement the employer shall deduct fees and subscriptions from the wages of employees who are members of the New Zealand Professional Firefighters' Union, where the employee has authorised the employer to deduct such fees and subscriptions for remittance to that organisation in accordance with the provisions of the Wages Protection Act 1983.

UNION MEETINGS

- 1.6.2 Members of Unions shall be permitted to attend Union meetings where it is reasonable and practicable to do so and where the Chief Fire Officer has given prior approval. Such approval shall not be unreasonably withheld.

RIGHT OF ENTRY

- 1.6.3 The Union Secretary or other representative authorised by the Union may, with the consent of the Officer in Charge or Shift Manager (such consent not to be withheld unreasonably) enter at reasonable times upon the appropriate Fire Station or other premises and interview Union members, but not so as to interfere unduly with the work of the Employer.

UNION REPRESENTATIVES

- 1.6.4 Chief Fire Officers and Managers shall give recognition to workers who are elected by the workers and endorsed by the Union as Union representatives.

EMPLOYMENT RELATIONS EDUCATION LEAVE

- 1.6.5 For the purposes of Section 71 of the Employment Relations Act 2000, the ***specified date*** for employment relations education shall be 1 July.

PART 1 – CLAUSE 7 – RESOLVING AN EMPLOYMENT RELATIONSHIP PROBLEM

- 1.7.1 The services available for resolving an employment relationship problem are set out in Part 5 - Schedule Three.

PART 1 – CLAUSE 8 – PERSONAL GRIEVANCES

- (a) For the purposes of this clause, “personal grievance” means any grievance that an employee may have against the employer because of a claim:
- (i) That the employee has been unjustifiably dismissed; or
 - (ii) That the employee’s employment, or one or more conditions of the employee’s employment (including any condition that survives termination of the employment) , is or are or was (during employment that has since been terminated) affected to the employee’s disadvantage by some unjustifiable action by the employer (not being an action deriving solely from the interpretation, application, or operation, or disputed interpretation, application, or operation, of any provision of this Agreement); or
 - (iii) That the employee has been discriminated against in the employee’s employment; or
 - (iv) That the employee has been sexually harassed in the employee’s employment; or
 - (v) That the employee has been subject to duress in the employee’s employment in relation to membership or non-membership of a union or employee's organisation.
- (b) For the purpose of this clause, a “representative”, in relation to the employer and in relation to an alleged personal grievance, means a person –
- (i) Who is an employee; and
 - (ii) Who either:
 - (1) Has authority over the employee alleging the grievance; or
 - (2) Is in a position of authority over employees in the workplace of the employee alleging the grievance.

- (c) For the purposes of Subclause 1.8(a)(iii) an employee is discriminated against in employment if the employer or a representative of the employer by reason directly or indirectly of that employee's involvement in the activities of a union in terms of sub-clause 1.8 (d) or on the grounds of sex; marital status; religious belief; ethical belief; colour; race; ethnic or national origins; disability; age; political opinion; employment status; family status; sexual orientation: –
- (i) Refuses or omits to offer or afford to that employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available for other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances; or
 - (ii) Dismisses that employee or subjects that employee to any detriment, in circumstances in which other employees employed by that employer on work of that description are not or would not be dismissed or subjected to such detriment; or
 - (iii) Retires that employee, or requires or causes that employee to retire or resign
- (d) For the purpose of Subclause 1.8(c) of this clause, an employee is deemed to be involved in the activities of a union if, at any time within 12 months before the action complained of, that employee
- (i) Was an officer of a union or part of a union, or was a member of the committee of management of a union or part of a union, or was otherwise an official or representative of a union or part of a union; or
 - (ii) Had acted as a negotiator or representative of employees in collective bargaining; or
 - (iii) Was involved in the formation or proposed formation of a union; or
 - (iv) Had made or caused to be made a claim for some benefit of an employment agreement either for that employee, or any other employee, or had supported any such claim, whether by giving evidence or otherwise; or
 - (v) Had submitted another personal grievance to the employer.
 - (vi) For the purposes of this clause, “ethnic or national origins” and “ethical belief” have the meanings given to them by the Human Rights Act 1993.
 - (vii) Subclause 8(c) shall be read subject to the Provisions of Part II of the Human Rights Act 1993.
- (e) For the purposes of Subclause 8(a)(iv) and Sections 103(i)(d) and 123(d) of the Employment Relations Act 2000, an employee is also sexually harassed in the employee's employment (whether by a co-employee or by a client or customer of the employer), if the circumstances described in Section 108(2) of the Employment Relations Act 2000 have occurred.

- (f) For the purposes of Subclause 8(a)(v) an employee is subject to duress in their employment in relation to membership or non-membership of a union or an employees' organisation if the employer or a representative of the employer –
- (i) Makes membership of a union or employees' organisation or of a particular union or employee's organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
 - (ii) Makes non-membership of a union or employees' organisation or a particular union or employee's organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
 - (iii) Exerts undue influence on that employee, or offers, or threatens to withhold, or does withhold, any monetary incentive or advantage to or from that employee, or threatens to or does impose any monetary disadvantage on that employee, with intent to induce that employee –
 - (1) To become or remain a member of a union or employees' organisation or a particular union or employee's organisation; or
 - (2) To cease to be a member of a union or employees' organisation or a particular union or employee's organisation; or
 - (3) Not to become a member of a union or employees' organisation or a particular union or employee's organisation; or
 - (4) In the case of an employee who is authorised to act on behalf of employees, not to act on their behalf or to cease to act on their behalf; or
 - (5) On account of the fact that employee is, or, as the case may be, is not, a member of a union or employees' organisation or of a particular union or employee's organisation, to resign from or leave any employment.
 - (6) To participate in the formation of a union or employees' organisation; or
 - (7) Not to participate in the formation of a union or employees' organisation.
- (g) A personal grievance of any employee bound by this Agreement shall be settled in accordance with the procedures set out in this subclause.
- (i) Any employee who considers that he or she has grounds for a personal grievance may submit the grievance to the employer or a representative of the employer.
 - (ii) The grievance shall be submitted within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance has occurred or has come to the notice of the employee, whichever is the later, so as to enable the employer to remedy the grievance rapidly and as near as possible to the point of origin.
 - (iii) If the grievance is not submitted within the period prescribed by Subclause (h)(ii) of this clause, the employer shall not be obliged to consider the employee's grievance, unless the Employment Relations Authority grants the employee leave to submit the personal grievance after the expiration of that period. If the Authority grants leave or if the employer consents to the personal grievance

being submitted after the expiration of that period, the employer and employee shall be required to comply with the provisions below.

- (iv) If the grievance is not settled in discussions between the employee and employer, the employee shall promptly give to the employer a written statement setting out –
 - (1) The nature of the grievance; and
 - (2) The facts giving rise to the grievance; and
 - (3) The remedy sought.
- (v) If the employer is not prepared to grant the remedy sought, and the parties have not otherwise settled the grievance, the employer shall as soon as possible, but in any event, not later than the 14th day after the day on which the employer receives the employee's written statement, give to the employee a written response setting out –
 - (1) The employer's view of the facts; and
 - (2) The reasons why the employer is not prepared to grant the remedy sought.
- (vi) Where the employee and the employer agree in writing to waive the requirement for an exchange of written statements, that agreement shall not in any way affect the further application of this procedure.
- (vii) If –
 - (1) The employee is not satisfied with the employer's written response; or
 - (2) The employer fails to provide, within 14 days after the day on which the employer receives the employee's written statement, a written response; or
 - (3) The employer and employee have agreed to waive the requirement for an exchange of written statements and the employee is not satisfied with the employer's response to the grievance, -

the employee may refer the grievance to the Employment Relations Authority in the prescribed manner.

PART 1 – CLAUSE 9 – DISPUTES PROCEDURE

- (a) The procedure set out in this clause shall apply to a dispute –
 - (i) Which is about the interpretation, application, or operation of this Agreement; and
 - (ii) Which is between any or all of the parties bound by this Agreement
- (b) Any entity that is a party to this Agreement and any individual person who is covered by this Agreement may invoke the procedure and have the procedure invoked against them. (Any reference in this clause to 'party' or parties' shall be read to include any person covered by this agreement who invokes the procedure or responds to the invoking of the procedure as the context of the relevant part of the clause reasonably requires.)

- (c) The party invoking the procedure shall advise the other party or parties to the Agreement of –
 - (i) The existence of the dispute; and
 - (ii) The basis of the dispute; and
 - (iii) The solution sought in respect of the dispute.
- (d) The parties shall then meet to discuss the dispute.
- (e) If the parties fail to resolve the dispute, the party who invoked the procedure shall give to the other party or parties a written statement setting out –
 - (i) The nature of the dispute; and
 - (ii) The relevant facts in relation to the dispute; and
 - (iii) The solution sought in respect of the dispute.
- (f) If the other party is not prepared or able to provide the solution sought, and the dispute has not otherwise been settled, the other party shall not later than the 14th day after the day of receiving the written statement of the dispute under Subclause 1.9(e), provide a written response setting out –
 - (i) That party's view of the facts; and
 - (ii) The reason why that party is not prepared or able to provide the solution sought.
- (g) Where the parties agree in writing that the exchange of written statements under the preceding provisions is inappropriate or unnecessary, they may dispense with those parts of the procedure.
- (h) If –
 - (i) The party invoking the procedure is not satisfied with the other party's response; or
 - (ii) The other party fails to provide, within the 14-day period required, a written response; or
 - (iii) The parties have agreed to waive the requirement for an exchange of written statements and the party invoking the procedure is not satisfied that the dispute has been resolved;

the party invoking the procedure may refer the dispute to the Mediation Service in the prescribed manner.

(i) Peace Obligation:

It is agreed that no worker shall discontinue or impede normal work, either totally or partially, because of any matter that is the subject of the observance of this procedure, and the employer shall ensure that the circumstances which prevailed in each brigade prior to the matter becoming subject to this procedure shall be maintained until the dispute has been resolved.

PART 1 – CLAUSE 10 – SAVINGS

- 1.10.1 Except as is expressly provided for in this Agreement, nothing in this Agreement shall operate so as to reduce any wages or conditions existing prior to this Agreement coming into effect.
- 1.10.2 Specific workers who at the commencement of this Agreement held a Personal Allowance shall retain any such allowance and shall have the allowance adjusted by the same percentage, and at the same time as, the movement in the total weekly wage. Personal Allowances shall cease on promotion.

PART 1 – CLAUSE 11 – TERM

- 1.11.1 This Agreement shall be deemed to have come into force on the 1st day of July 2006 and shall remain in force until the 31st day of December 2006.
- 1.11.2 The parties agree to commence negotiations for a new Collective Agreement in good faith within the 40 day period immediately prior to 31st December 2006.

PART 1 – CLAUSE 12 – TRANSFER EXPENSES

EXPENSES: ATTENDING INTERVIEW

- 1.12.1 Workers who are required to travel for interview to a centre other than the one in which they are residing, shall be refunded actual and reasonable expenses.

EXPENSES ON APPOINTMENT OR TRANSFER

General:

- 1.12.2 For a worker taking up an appointment (on transfer), the Chief Executive/National Commander will allow a sum it considers reasonable, to compensate for the expenses incurred.
- 1.12.2.1 When a worker is transferred from one locality to another solely at his/her own request (other than on promotion), or on taking up an initial Fire Service post, he/she must personally bear all expenses of the transfer, but consideration will be given to refunds of up to half of the amount that would be paid under clause 1.12.3. Each case is to receive prior approval of the Chief Executive/National Commander and will be judged on its merits.
- 1.12.2.2 Where refunds of expenses, as above, are approved by the Chief Executive/National Commander, workers are required to enter into a return of service bond for a period of two years.
- 1.12.2.3 Applications for payment of transfer expenses will be considered on their merits where a worker transfers from one workplace to another within a large urban area (e.g. Wellington) in the normal course and wishes to buy a house nearer the place of work. Regard will be had to the move being in the interests of the Service and to the worker's convenience.

TRAVEL

- 1.12.3 Where relocation costs are to be met under this clause the Chief Executive/National Commander shall arrange for reasonable cost reimbursements for:
 - 1.12.3.1 Surface transport fares or the normal mileage or motor vehicle;
 - 1.12.3.2 Actual and reasonable travelling expenses for accommodation and meals;
 - 1.12.3.3 Inter-island transport;
 - 1.12.3.4 The removal from one locality to another of the worker's furniture and effects;
 - 1.12.3.5 Storage and insurance cover (where a worker cannot immediately take delivery of his/her furniture on arrival at the new location).

SUPPLEMENTARY EXPENSES

- 1.12.4 A worker moving his/her household to a new location may be granted amounts for:
 - 1.12.4.1 Furnishings and other incidental expenses;
 - 1.12.4.2 School uniforms;
 - 1.12.4.3 Leave shall be granted to cover travelling time plus two working days;
 - 1.12.4.4 Re-installation of washing machines, dish washers and spin dryers;
 - 1.12.4.5 Refund of legal expenses and land agent's fees. (For refund of legal or land agent's fees in accordance with this subclause, the home bought or sold must be occupied by the worker);
 - 1.12.4.6 The installation charge on a single telephone (provided that a telephone was installed at the previous residence);
 - 1.12.4.7 The combined dismantling and re-erection of a television aerial.

AGREEMENT

- 1.12.5 Payment of the foregoing expenses to a new worker is contingent upon the worker signing an agreement to refund the amount if he/she resigns within two years of appointment.

LEAVE

- 1.12.6 During transfer, a worker shall be granted leave to cover travelling time plus two working days.
 - 1.12.6.1 Time off shall be allowed to complete the sale and purchase of a house. This shall be limited to one working day.

TEMPORARY ACCOMMODATION

- 1.12.7 Where permanent accommodation is not available immediately on arrival at the new location, the worker shall be able to claim reasonable expenses staying at temporary accommodation.

PART 1 – CLAUSE 13 – TRAVEL EXPENSES WHILST ON OFFICIAL BUSINESS

- 1.13.1 The Chief Executive/National Commander shall reimburse workers for all reasonable expenses incurred when travelling on official business.

PART 1 – CLAUSE 14 - ATTENDANCE AT FIRE SERVICE AND OTHER APPROVED TRAINING COURSES

- 1.14.1 Workers attending Fire Service training courses, and other approved courses, away from their normal place of work shall be paid the following:

WORKERS REQUIRED TO LIVE AWAY FROM HOME

- 1.14.2 Return fare from normal place of work to course.
- 1.14.2.1 Reimbursement for each meal purchased while travelling to and from the course. Evidence of having purchased a meal shall be submitted.
- 1.14.2.2 A course mess allowance will be paid at decentralised training courses with mess facilities.
- 1.14.2.3 An incidental allowance for each day (or part thereof) spent travelling to and from the course.
- 1.14.2.4 An incidental allowance for each day (or part thereof) attending the course.

WORKERS LIVING AT HOME

- 1.14.3 Return fare from normal place of work to course for each day of attendance at the course except when transport is provided.
- 1.14.3.1 The provisions of clause 2.6.16 of this Agreement shall be applied to workers attending training courses.
- 1.14.3.2 An incidentals allowance for each day (or part thereof) spent attending the course.
- 1.14.4 Workers attending courses for continuous weeks shall continue to receive payments to which they are entitled above during weekends. Payment made under 1.14.2.2 shall also continue during the weekends except when workers are granted paid travel home and leave of absence for the weekend in question.
- 1.14.5 Where the use of private vehicle is the most economical mode of transport the employer may authorise the use of private motor vehicles for travel.
- 1.14.6 Workers attending training courses and who are eligible for a daily incidentals allowance will be paid the allowance by the training centre for the period commencing

2400 hours of the day preceding the day the course starts and finishing at 2400 hours on the last day of the course.

PART 1 – CLAUSE 15 – ALLOWANCES

MESS ALLOWANCE

- 1.15.1 The Fire Service shall pay to the Chief Fire Officer of each brigade a “Mess Allowance” for each worker under this Agreement of the amount specified in Table 1 of Part 4 of this Agreement.
- 1.15.1.1 Such allowance shall be used for the purchase of tea, coffee, sugar, milk and biscuits and/or to pay all or part of the wages of a cook.
- 1.15.1.2 Where there is no agreement among the workers regarding the mess allowance, the matter shall be decided by the Regional Commander.

PART 1 – CLAUSE 16 – WORK ACCIDENT COSTS

- 1.16.1 The employer shall pay or reimburse all costs associated with any workers medical treatment resulting from a work accident where those costs are not paid for by the Accident Compensation Corporation or any alternative insurer as the case may be.

PART 1 – CLAUSE 17 – WAGE AND SALARY PAYMENTS

FORTNIGHTLY PAY

- 1.17.1 All wages shall be paid fortnightly on a pay day that shall not be later than Wednesday. Workers may agree to have their wages paid by direct credit by the Fire Service into the worker’s bank account.

DIRECT CREDIT

- 1.17.2 Where wages are paid by direct credit to any worker, the Fire Service shall pay an annual allowance set on the basis of the average cost to a worker of 60 cheques and the base bank fee for that account.
- 1.17.3 With each wage payment, the worker shall be supplied in writing with a statement detailing the variable items of the wage makeup. Such statement shall be sealed.
- 1.17.3.1 The terms used on the pay advice sheets for those workers whose conditions are determined by Part 2 of this Agreement shall be as provided in Clauses 2.6.1.2 & 2.6.1.4.
- 1.17.4 All special payments accruing to a worker shall be paid on the pay day in the pay period following the claim being received.

PART 1 – CLAUSE 18 – TECHNICAL REDUNDANCY

- 1.18.1 Individual employees will not be entitled to any redundancy compensation where the Fire Service:

- (a) transfers the employee to an alternative position within the Fire Service on substantially the same terms and conditions of employment; or
- (b) sells, transfers or leases all or part of its business and the employee is transferred to the new employer on substantially the same terms and conditions of employment.

PART 1 – CLAUSE 19 – CONSULTATION

- 1.19.1 The Fire Service agrees to consult with the Union over any proposed changes that may impact on the terms and conditions of employment of employees covered by this agreement.
- 1.19.2 The obligation to consult is not limited to consultation about the consequences of a proposed change nor limited to numbers only, but includes consultation whether or not the proposed changes should take place and the reasoning behind the proposed change. Although consultation does not equate to negotiation and full agreement may not always be possible, consultation implies a genuine effort on the part of the Fire Service to respond to the views of those being consulted, motivated by a desire to reach consensus.
- 1.19.3 Nothing in this clause is intended to restrict the Fire Service's right to manage the organisation.

PART 1 – CLAUSE 20 – MISCELLANEOUS

ABLUTIONS

- 1.20.1 Towels and soap and/or detergent are to be provided for the individual use of workers following an emergency incident, or training.

COOKING, EATING AND CLEANING

- 1.20.2 It shall be the duty of the Chief Fire Officer to provide all reasonable eating, cooking and cleaning utensils.

COPY OF AGREEMENT

- 1.20.3 Every worker shall be issued with a copy of this Agreement on his or her first day of employment and a copy of this Agreement shall be displayed in a prominent place in each workplace.

DISINFECTION OF PROTECTION EQUIPMENT

- 1.20.4 The Chief Executive/National Commander shall make provision for disinfection of breathing apparatus equipment after use in accordance with the recommendations of the New Zealand Department of Health.

INDIVIDUAL LOCKERS

- 1.20.5 Workers shall be provided with suitable individual lockers for the storage of their clothes and bedding where issued.

LAUNDRY FACILITIES

- 1.20.6 Facilities for washing, drying and ironing clothes shall be provided at all Fire Stations and Training Centres.

PRIVATE APPAREL

- 1.20.7 Any private apparel (including watches where timing devices are not provided on the breathing apparatus control panel or on the breathing apparatus) damaged at a fire or emergency incident shall be repaired or replaced by the Fire Service.

VACANCIES

- 1.20.8 Whenever vacancies or any new positions occur in the Service, not less than 14 days notice shall be posted inviting applications from the workers for the filling of such vacancies and such applications shall receive full consideration.

WORKERS' TELEPHONE

- 1.20.9 A telephone for the use of workers shall be supplied by the Fire Service at each station and workshop.

PART 1 – CLAUSE 21 – COMPLETENESS
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- 1.21.1 This agreement and individual Employee's letters of appointment, constitutes the full and entire agreement between Employees and the Fire Service, and supersedes all previous negotiations, communications and commitments made to Employees whether written or oral.

Part 2

Conditions which Apply only to Firefighters and Officers

PART 2 – CLAUSE 1 – PROGRESSION
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2.1.1 **TRAINEE FIREFIGHTER**

2.1.1.1 Upon employment by the Chief Executive/National Commander.

2.1.2 **FROM TRAINEE FIREFIGHTER TO FIREFIGHTER**

2.1.2.1 By appointment by the Chief Executive/National Commander.

2.1.2.2 Subject to having successfully completed a Phase I Training Course.

2.1.3 **FROM FIREFIGHTER TO QUALIFIED FIREFIGHTER**

2.1.3.1 After 3 years' continuous employment.

2.1.3.2 Subject to having successfully completed Phase II and III Training Courses.

2.1.3.3 Subject to a full pass in the New Zealand Fire Service Qualified Firefighters' Examination.

2.1.4 **FROM QUALIFIED FIREFIGHTER TO SENIOR FIREFIGHTER**

2.1.4.1 After 4 years' continuous employment.

2.1.4.2 Subject to having successfully completed a Phase IV Training Course.

2.1.4.3 Subject to a full pass in the New Zealand Fire Service Senior Firefighters' Examination.

2.1.5 **FROM SENIOR FIREFIGHTER TO STATION OFFICER**

2.1.5.1 After 5 years' continuous employment.

2.1.5.2 Subject to a full pass in the New Zealand Fire Service Station Officers' Examination

2.1.5.3 By appointment by the Chief Executive/National Commander to an established position.

2.1.6 **FROM STATION OFFICER TO SENIOR STATION OFFICER**

2.1.6.1 After 2 years' continuous employment as an operational Station Officer.

2.1.6.2 By appointment by the Chief Executive/National Commander to an established position.

- 2.1.6.3 Subject to a full pass in the New Zealand Fire Service Senior Station Officers' Examination.

TIME TO BE MADE UP

- 2.1.7 Where, for any reason, the employment of any worker is interrupted for a period of twelve weeks or more in one year, such member shall be required to serve such additional time as may be necessary to complete the total term of employment or terms of employment required under the provisions of the progression clause of this Agreement for appointment or promotion to any rank or position.
- 2.1.8 Where prior to the date of this Agreement any worker who is currently employed in the Service, has, during his or her present term of employment, so transferred to a non-operational position before having completed the term or terms of employment required under the provisions of the progression clause of this Agreement for appointment or promotion to any rank or position, then such worker's employment shall be deemed to have been interrupted (but not broken) by the period of time during which any worker was employed in such non-operational position and such term of employment may be resumed on return to operational duties.

PART 2 – CLAUSE 2 – TRAINING AND EXAMINATIONS

MANDATORY TRAINING

- 2.2.1 All Trainee Firefighters shall complete a Phase I training course prior to commencing operation duties.
- 2.2.2 All Firefighters shall complete a Phase II training course within the first 12 months of employment.
- 2.2.3 All Firefighters shall complete a Phase III training course within the first two years of employment.
- 2.2.4 All qualified Firefighters shall complete a Phase IV training course within the first four years of employment.

OTHER TRAINING

- 2.2.5 Where possible, all workers from the rank of Senior Firefighter shall be given the opportunity to attend appropriate promotional training courses.

WORKERS ATTENDING TRAINING COURSES

- 2.2.6 Workers shall be given not less than two weeks' notice to attend training courses as required, or a lesser period with the worker's approval.

PASSING EXAMINATIONS IN PARTS

- 2.2.7 Where examinations are held in parts they may be passed in parts. Each paper shall constitute a part.

PRACTICAL EXAMINATIONS

2.2.8 The practical part of all examinations shall be conducted by two examiners, one to be appointed by the Chief Executive/National Commander and one to be appointed by the Union.

SETTING EXAMINATIONS

2.2.9 All qualifying examinations shall be set by an officer of the Fire Service and such examinations shall be held once in each year.

PART 2 – CLAUSE 3 – HOURS OF DUTY

“ROSTERS”

OPERATIONAL ROSTER

2.3.1 The **“Operational Roster”** means the rotating roster referred to in Subclauses 2.3.2 and 2.3.2.1 of this Agreement.

2.3.1.1 An **“eight-week cycle”** means an eight-week cycle of the operational roster during which a worker would normally work 28 shifts.

2.3.1.2 An **“eight-day cycle”** means an eight-day cycle of the operational roster during which a worker would normally work four shifts.

2.3.1.3 The operational roster, each eight-week cycle, and each eight-day cycle shall commence at times determined by the Chief Executive/National Commander.

2.3.1.4 The **“Yellow Watch Roster”** means the rotating roster referred to in Subclause 2.3.4 and 2.3.4.1 of this Agreement.

2.3.1.5 A **“Yellow Watch five-week cycle”** means a five-week cycle of the Yellow Watch roster during which a worker would normally work 20 shifts.

2.3.1.6 **“Yellow Watch five-day cycle”** means a five-day cycle of the Yellow Watch roster during which a worker would normally work four shifts.

2.3.1.7 The Yellow Watch roster, each five-week cycle, and each five-day cycle shall commence at times determined by the Chief Executive/National Commander.

OPERATIONAL ROSTER

2.3.2 “Green”, “Red”, “Brown”, and “Blue” Watch workers shall work day shifts or night shifts in accordance with a continually rotating roster, the first eight days of which are set out in Subclause 2.3.2.1. Such rostered shifts are arranged so that over a period of eight weeks the weekly hours of duty performed by each worker average not more than 42. The two hours duty in excess of the 40 hour average per week to make up the 42 hours average shall be paid for at the rate of time and a half.

2.3.2.1	Day No:	1	2	3	4	5	6	7	8
	Day Shift:	G	G	R	R	Br	Br	Bl	Bl
	Night Shift:	Bl	Bl	G	G	R	R	Br	Br

OFFICERS AND FIREFIGHTERS

- 2.3.3 Officers and Firefighters (other than those on Yellow Watch or Black Watch) shall work 10-hour day shifts from 0800 hours to 1800 hours, and 14-hour night shifts from 1800 hours to 0800 hours, in accordance with the roster.

“YELLOW WATCH”

- 2.3.4 “Yellow Watch” workers shall work ten and a half hour shifts between 0700 hours and 1800 hours, as decided by the Chief Executive/National Commander, in accordance with a continually rotating roster as set out hereunder. Such rostered shifts are arranged so that over a period of five weeks the weekly hours of duty performed by each worker shall average not more than forty-two. The two hours duty in excess of the 40 hour per week average to make up the forty-two hour weekly average shall be paid for at the rate of time and a half.

2.3.4.1 Yellow Watch: Basic Roster

Week 01								Week 02							
No	M	T	W	T	F	S	S	No	M	T	W	T	F	S	S
01	X	O	O	O	O	X	X	01	O	X	O	O	O	X	X
02	O	X	O	O	O	X	X	02	O	O	X	O	O	X	X
03	O	O	X	O	O	X	X	03	O	O	O	X	O	X	X
04	O	O	O	X	O	X	X	04	O	O	O	O	X	X	X
05	O	O	O	O	X	X	X	05	X	O	O	O	O	X	X
Roster Repeats								Roster Repeats							

Week 03								Week 04							
No	M	T	W	T	F	S	S	No	M	T	W	T	F	S	S
01	O	O	X	O	O	X	X	01	O	O	O	X	O	X	X
02	O	O	O	X	O	X	X	02	O	O	O	O	X	X	X
03	O	O	O	O	X	X	X	03	X	O	O	O	O	X	X
04	X	O	O	O	O	X	X	04	O	X	O	O	O	X	X
05	O	X	O	O	O	X	X	05	O	O	X	O	O	X	X
Roster Repeats								Roster Repeats							

Week 05							
No	M	T	W	T	F	S	S
01	O	O	O	O	X	X	X
02	X	O	O	O	O	X	X
03	O	X	O	O	O	X	X
04	O	O	X	O	O	X	X
05	O	O	O	X	O	X	X
Roster Repeats							

RELIEVING IN A YELLOW WATCH OR BLACK WATCH POSITION

- 2.3.4.2 When a Green Watch or Red Watch or Brown Watch or Blue Watch worker is required to relieve (other than overtime) in a Yellow Watch or Black Watch position, the worker shall commence work at the normal starting time for the Green Watch or Red Watch or Brown Watch or Blue Watch shift, and shall finish work at the same time as the other workers of the Yellow Watch or Black Watch crew, without loss of pay.

“CHANGE OF WATCH” (OTHER THAN THE YELLOW WATCH OR THE BLACK WATCH)

2.3.5 When a worker is changed from one Watch to another (other than Yellow Watch or Black Watch) such change is to be in accordance with the roster set out in Clause 2.3.6.1.

2.3.5.1 **“CHANGE OF WATCH” (NATIONAL STANDARD SYSTEM)**

Normal Rosters:	Green Red Brown Blue	DDNN....DDNN....DDNN....DDNN.... ..DDNN....DDNN....DDNN....DDNN.. ....DDNN....DDNN....DDNN....DDNN NN....DDNN....DDNN....DDNN....DD	Green Red Brown Blue		
		Cycle 1	Cycle 2	Cycle 3	
Green to Red	Green	DDNN....	..DDNN..	..DDNN..	Red
Green to Brown	Green	DDNN....	....DDNN	....DDNN	Brown
Green to Blue	Green	DDNN....	NN....DD	NN....DD	Blue
		Cycle 1	Cycle 2	Cycle 3	
Red to Brown	Red	DDNN....	..DDNN..	..DDNN..	Brown
Red to Blue	Red	DDNN....	....DDNN	....DDNN	Blue
Red to Green	Red	DDNN....	NN....DD	NN....DD	Green
		Cycle 1	Cycle 2	Cycle 3	
Brown to Blue	Brown	DDNN....	..DDNN..	..DDNN..	Blue
Brown to Green	Brown	DDNN....	....DDNN	....DDNN	Green
Brown to Red	Brown	DDNN....	NN....DD	NN....DD	Red
		Cycle 1	Cycle 2	Cycle 3	
Blue to Green	Blue	DDNN....	..DDNN..	..DDNN..	Green
Blue to Red	Blue	DDNN....	....DDNN	....DDNN	Red
Blue to Brown	Blue	DDNN....	NN....DD	NN....DD	Brown

“CHANGE OF WATCH” (YELLOW WATCH WORKERS)

2.3.6 When for any reason it is necessary to shift any Yellow Watch worker from one part of the Yellow Watch roster to another part of the Yellow Watch roster, or from Yellow Watch to Green, Red, Brown or Blue Watch, the Chief Fire Officer may do so provided that the appropriate overtime rate is paid and provided that the other overtime provisions of this Agreement are applied with regard to any additional time worked within the Yellow Watch five day cycle during which the change takes place and/or the eight day cycle of the operational roster during which the change takes place, and provided further that no deduction shall be made through any time lost because of such Watch change made by the Chief Fire Officer.

CHANGE OF WATCH FROM GREEN WATCH, RED WATCH, BROWN WATCH OR BLUE WATCH TO YELLOW WATCH OR BLACK WATCH

- 2.3.7 When for any reason it is necessary to change a worker from Green Watch, or Red Watch, or Brown Watch or Blue Watch to Yellow Watch or Black Watch such change shall follow the worker's rostered days off, except where otherwise agreed between the Union and the Chief Fire Officer.

CHANGE OF WATCH FROM YELLOW WATCH OR BLACK WATCH TO GREEN WATCH, RED WATCH, BROWN WATCH OR BLUE WATCH

- 2.3.8 When for any reason it is necessary to change a worker from Yellow Watch or Black Watch to Green Watch or Red Watch or Brown Watch or Blue Watch such change shall follow the worker's rostered days off, except where otherwise agreed between the Union and the Chief Fire Officer.

WATCH CHANGE DISPUTE

- 2.3.9 In the event of any dispute arising with Watch Changes under this subclause, the Chief Fire Officer and a representative of the Union shall attempt to resolve the dispute.

CHANGE OF TIME OFF

- 2.3.10 Workers may, with the permission of the Chief Fire Officer, (which shall not be unreasonably withheld) change time off between themselves or with workers who normally relieve them, provided that no worker shall be rostered for more than two consecutive shifts (exclusive of overtime due to an emergency incident(s)), followed by a minimum break of eight hours before the next shift and provided, further that all payments accruing to a worker changing his or her time off shall not be more than would otherwise be the case if such worker had not changed his/her time off.

WHEN PUBLIC TRANSPORT NOT AVAILABLE

- 2.3.11 When a worker is required to commence or finish work outside of the ordinary duty hours at a time when public transport is not available, he/she shall be transported free of charge to or from home by the Fire Service. No worker residing less than 2.5 km from the place where work is to be performed shall be entitled to the provisions of this subclause.

- 2.3.11.1 For the purpose of this subclause "public transport" shall mean and include trams, buses, trains, or ferries ordinarily used by the worker proceeding to or from home.

PART 2 – CLAUSE 4 – ASSIGNMENT TO A WATCH

- 2.4.1 Workers joining the brigade shall be reassigned to a Black Watch position.
- 2.4.2 Firefighters under training shall be assigned to a Black Watch position.
- 2.4.3 Operational workers with specialist references may, by agreement with the Chief Fire Officer, be assigned to Black Watch. Fire Safety Officers shall be assigned to Black Watch.

- 2.4.4 Operational workers shall be assigned to Green Watch, Red Watch, Brown Watch or Blue Watch.
- 2.4.5 Workers shall have the right to apply for and be given due consideration for positions on other watches for which their training, qualifications and experience renders them suitable.
- 2.4.6 When the operational requirement is for day-manning on a Black Watch basis, operational workers may be assigned to that Watch.
- 2.4.7 Workers employed as Stationkeepers currently on Black Watch will continue to be so employed until they vacate that position for any reason.
- 2.4.8 As at the date of making this Agreement the workers holding established positions of Stationkeepers or Relieving Stationkeepers shall be deemed to be employed on Black Watch.
- 2.4.9 Any change of Watch from Black Watch to any other Watch for the workers designated in Subclause 2.4.8 shall only occur following agreement between the Chief Executive/National Commander and the Union.
- 2.4.10 Where the operational requirement is for day-manning on a continuous basis between 0700 and 1800 hours, operational workers may be assigned to Yellow Watch.
- 2.4.11 Stationkeeper posts, by agreement with the Union may be transferred to Yellow Watch positions where appropriate.
- 2.4.12 The Stationkeeper and Relieving Stationkeeper positions established as at the date of making this Agreement shall be disestablished only when there is agreement between the Chief Executive/National Commander and the Union.

PART 2 - CLAUSE 5 – PROGRAMMED WORK

PROGRAMMED WORK

- 2.5.1 “ Programmed work means all activities performed by Officers and Firefighters related to their roles, other than
- 2.5.1.1 Attending emergency incidents
- 2.5.1.2 The restoration to operational readiness of fire appliances after attending an emergency incident.

DAILY ROUTINE

- 2.5.2 The daily routine for each Station is determined according to the following
Station Management System (SMS) – Business Plans
- 2.5.2.1 Each station’s business plan will determine the objectives and tasks to be achieved in the course of the year. The underpinning principles that support SMS are set out in Schedule 5. In consultation with the Chief Fire Officer, Officers and Firefighters will have discretion to determine the scheduling and planning of programmed work, subject to the availability and needs of the public.

Meal Breaks

- 2.5.2.2.1 Subject to the provisions of Subclause 2.5.9, meal breaks will be provided as follows:
- one hour for lunch between 1200 hours and 1400 hours;
 - A one hour meal break after 2200 hours; and
 - Morning, afternoon and evening tea breaks of 10 minutes

2.5.2.3 2300 – 0700 Hours

Programmed work will not be scheduled during the hours of 2300-0700 unless the work can only reasonably be done during these hours e.g. a trial evacuation of a Night Club.

PUBLIC HOLIDAYS

- 2.5.3 On the following Public Holidays, the daily routine will not include programmed work in favour of a routine sufficient to maintain normal full operational response capability:
- Christmas Day
 - Good Friday
 - Easter Monday
 - ANZAC Day (morning)

PHYSICAL FITNESS TRAINING

- 2.5.4 Where a structured physical fitness programme exists or is developed, one hour shall be provided on each shift Monday through Sunday. Physical fitness programmes will not be scheduled between the hours of 2300-0700.

PART 2 – CLAUSE 6 – WAGES CRITERIA

- 2.6.1 The following expressions contained in this part of this Agreement are defined as follows:
- 2.6.1.1 Double time means the worker's hourly rate multiplied by 2.
- 2.6.1.2 Hourly Rate means the rate of pay shown in Table 3 of Part 4 of this Agreement as applicable to the rank and qualification of the worker concerned.
- 2.6.1.2.1 Those workers in receipt of a personal allowance in accordance with Clause 1.3.16 of this Agreement shall have one fortieth (1/40) of that allowance added to the hourly rate shown in Table 3 of Part 4 prior to any hourly rate calculation.
- 2.6.1.3 Time and a half means the worker's hourly rate multiplied by 1.5.
- 2.6.1.4 Total Weekly Wage means the weekly wages specified in Table 2 of Part 4 of this Agreement as applicable.

TOTAL WEEKLY WAGE

- 2.6.2 The total weekly wage to be paid to Firefighters and Officers shall be as shown in Table 2 in Part 4 of this Agreement

2.6.2.1 The Total Weekly Wage includes recognition for the following:

- availability;
- 2 hours in excess of 40 hours per week;
- driving – grades 1 or 2 as appropriate;
- routine work outside routine hours (standard payment of two hours for Officers);
- shift allowance;
- statutory holiday duty hours;
- statutory holiday travel;
- weekend work travel;
- weekend duty hours.

2.6.2.2 The recognition of statutory holiday duty hours includes:

2.6.2.2.1 An average payment that equates to T2 on top of normal pay rates for employees who work on statutory holidays.

2.6.2.2.2 An average payment giving an extra day's pay to employees who are rostered off duty on a statutory holiday.

2.6.2.3 The parties to this Agreement agree that the payment in 2.6.2.2.2 to employees rostered off duty is for the purposes of complying with the provisions of the Holidays Act 1981, Section 7a. It ensures a paid day off is given for the statutory holiday concerned.

2.6.2.4 The parties further agree that this compliance has occurred prior to, and since, the passing of the Holidays Amendment Act 1991.

It is acknowledged by both the employer and the Union that the Total Weekly Wage includes specific payments for working on public holidays, and that the employer holds that these payments satisfy section 50 of the Holidays Act 2003. The parties also both agree that this approach to making payments for working on public holidays contains a number of benefits and advantages to both employees and the employer.

The parties acknowledge that sections 51 and 53 of the Holidays Act 2003 require, after the later of 1 April 2007 or the date on which this agreement comes into force, a penal payment of time and a half, for work performed on a public holiday.

The Union and employer strongly support maintaining the current arrangements regarding paying for work performed on a public holiday through the Total Weekly Wage (TWW) or by deducting the amount included in the TWW and paying a separate fortnightly superable payment, provided that this approach complies with all requirements of the Holidays Act 2003. Accordingly, the Union and the employer agree to the following:

- (i) On or before 31 October 2006, to jointly filing an application for, and then as promptly as possible obtaining, a determination on whether the Total Weekly Wage, or the proposed fortnightly payment, will lawfully provide payment for work performed on a public holiday after 1 April 2007, and whether in this regard this payment mechanism will comply with the Holidays Act 2003. Both parties agree that this application will be filed in the Employment Relations Authority, and removal sought to the Employment Court as a matter of urgency. If removal is not obtained (either from the Authority or through an application to the Employment Court), the parties agree that either party can seek a de novo hearing of the issues in the Employment Court if they are not satisfied with the decision of the Authority.

- (ii) To accept the decision of the Employment Court (or the Authority, in the event removal is declined and neither party chooses to have the matter then determined by the Employment Court) and not seek to appeal the same, unless both the Union and the employer agree in writing within 14 days of the release of the Employment Court's decision, to seek to appeal that decision.

AVAILABILITY

- 2.6.3 Workers may hold themselves available to respond, when called upon to do so by the Chief Fire Officer, to fire calls or other emergency incidents while off duty.
- 2.6.3.1 The provisions of Clause 2.6.10 shall apply to workers who respond, when called upon to do so by the Chief Fire Officer, to fire calls or other emergency incidents while off duty.
- 2.6.3.2 Those workers who choose not to hold themselves available in accordance with Clause 2.6.3 or where workers who have chosen to hold themselves available fail without reasonable excuse to respond as provided in this clause, the Chief Executive/National Commander may reduce the worker's total weekly wage by an amount equal to 3 hours at that worker's hourly rate.
- 2.6.3.3 For the purpose of this clause "while off duty" shall mean at any time after a worker has ceased work for the day and left his/her place of employment.

COMMUNICATIONS CENTRE DUTIES

- 2.6.4 Where Firefighters or Officers required to perform Communications Centre operations in a Communications Centre, outside routine hours shall be paid at the rate prescribed for routine work outside routine hours in Table 4 of Part 4 of this Agreement.
- 2.6.4.1 Firefighters and Officers required to perform Communications Centre duties for three hours or more on any one shift shall be paid the Communications Centre allowance specified in Table 4 of Part 4 of this Agreement whilst performing those duties. This payment shall be additional to the payment provided for in Subclause 2.6.4.

DRIVING ALLOWANCE

- 2.6.5 The following definition shall apply to the Driver Grades specified in Table 3 of Part 4 of this Agreement and workers shall be paid their total weekly wage according to the driver appointment held, provided that a total weekly wage appropriate to Driver Grade One shall only be payable to workers in brigades that operate a Grade One vehicle.

Driver Grade 1

- 2.6.5.1 Driver Grade 1 means a worker who having passed the standard test appropriate to this grade is appointed by the Chief Executive/National Commander to drive and operate one or more of the following vehicles:
- Hydraulic elevating platform
 - Hydraulic elevating monitor
 - Hydraulic rescue crane
 - Turntable ladder

Driver Grade 2

- 2.6.5.2 Driver Grade 2 means a worker who having passed the standard test appropriate to this grade is appointed by the Chief Executive National Commander to drive and operate all fire appliances and ancillary vehicles excluding those listed under Driver 1 above.
- 2.6.5.3 The workers who on the 18th day of December 1978 were appointed by the Chief Executive/National Commander to drive fire appliances listed under Grade 2 without being qualified, shall continue to receive the payment.
- 2.6.5.3.1 Special cases not provided for in Subclause 2.6.5.2 may be reviewed on application to the Chief Executive/National Commander.

Officers

- 2.6.5.4 All Officers are expected to drive and shall receive the total weekly wage appropriate to Driver Grade Two or Driver Grade One subject to the criteria in Clause 2.6.5.

Trailers

- 2.6.5.5 Workers who hold a current "heavy trailer" licence or an "articulated vehicle" licence and who are called upon by the Chief Executive/National Commander to drive an articulated vehicle or tow a heavy trailer during any shift shall be paid the additional payment specified in Table 4 of Part 4 of this Agreement for the shift. Where workers are in receipt of payment as Driver Grade 1 the additional amount referred to in this subclause shall not be paid.

DRIVING LICENCES

- 2.6.6 Workers driving brigade vehicles shall have their driving licences paid for by the Fire Service. Where a worker is recruited without a particular driving licence and is subsequently required by the Fire Service to hold a particular licence, the Fire Service will pay for the direct cost of the worker attaining the licence.

INCREASED WAGES

- 2.6.7 Where a worker passes any qualifying examination up to and including the first one to be held after the completion of the specified term of employment, the increased wages shall be paid from the date when the worker has completed the required term of employment; otherwise increased wages shall be paid in accordance with Subclause 2.6.7.1.
- 2.6.7.1 Payment of increased wages shall be retrospective to the date of sitting the final paper of the written examination passed, provided the practical examination is passed at the first attempt. Where the practical examination is failed at the first attempt, there shall be no retrospection.

HOLIDAY PAY

- 2.6.8 Payment of wages covering the holiday period shall be made 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 on normal pay days and not in advance 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 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 for 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.
- 2.6.8.4 For the purpose of this subclause, "earnings" means the total amount of remuneration payable to a worker by the Fire Service by way of wages and allowances but does not include any sum including a bonus, gratuity, or other lump sum special payment that the Fire Service is not bound by the Agreement to pay the worker, nor any reimbursing payment.
- 2.6.8.5 Where an annual leave is taken in more than one period, the amount payable under this clause shall be divided proportionately.
- 2.6.8.6 In cases where services are terminated, the computation of average leave pay shall be based on a pro rata basis of 14:160 for each week worked.
- 2.6.8.7 Any worker leaving the Service shall be paid a proportionate leave allowance to the date of leaving calculated on the basis specified in Subclauses 2.7.1.1 and 2.7.5 plus any entitlements due in accordance with Clause 1.4.2.

MEAL ALLOWANCE

Lunch

- 2.6.9 Where a worker is employed at fires or other emergency incidents he/she shall either be relieved for sufficient time to enable him/her to return to the station and partake of the luncheon meal or be supplied with a hot meal or be paid the meal allowance set out in Table 1 of Part 4 of this Agreement (see flow chart at Part 4 - Chart).
- 2.6.9.1 After every complete four hours' continuous duty at fires or emergency incidents which commences after 1800 hours and before 0800 hours a worker shall be returned to his/her fire station to partake of a meal or be supplied with a hot meal or be paid a meal allowance at the rate provided in Table 1 of Part 4 of this Agreement

Refreshments

- 2.6.9.2 The Chief Fire Officer shall, so far as may be found practicable, make arrangements so that Firefighters or Officers are not employed working at the scene of a fire or other emergency incident for periods exceeding four hours between meals without receiving refreshments.

Emergency Standby: Meal Allowance

- 2.6.9.3 In cases where:
- 2.6.9.3.1 A worker is on emergency standby at a station and

2.6.9.3.2 The worker has made prior lunch arrangements but has had no opportunity to take lunch with him/her to the standby duty, he/she shall either be relieved for sufficient time to enable him/her to return to the station and partake of the luncheon meal or be supplied with a hot meal or be paid a meal allowance at the rate provided in Table 1 of Part 4 of this Agreement

2.6.9.3.3 A worker who is engaged on emergency standby at a station other than his/her normal place of work shall be returned to the fire station to partake of a meal or be supplied with a hot meal or be paid a meal allowance at the rate provided in Table 1 of Part 4 of this Agreement for every four continuous hours so employed which begins after 1800 hours and before 0800 hours.

Overtime Meal Allowance

2.6.9.4 Where a worker is employed for one hour or more immediately before normal time for commencing duty or one hour or more immediately following normal time for ceasing duty, he/she shall be supplied with a hot meal by the employer or in lieu thereof paid a meal allowance at the rate provided in Table 1 of Part 4 of this Agreement

OVERTIME

Extended Shift

2.6.10 All time worked by shift workers outside their usual rostered shifts and Yellow and Black Watch workers outside of their usual daily hours shall be paid for at the rate of time and a half (T1.5) for the first three hours and double time (T2) thereafter. Provided that any overtime worked on a Sunday, or a statutory holiday or after 1200 hours on a Saturday shall be paid for at double time (T2) rates. In computing overtime, payment shall be made for each one-quarter hour or part thereof.

Callout

2.6.10.1 If at any time a worker is called out by the Chief Fire Officer after having ceased work for the day and left his/her place of employment, or before the normal time of starting work, such worker shall be paid a minimum of three hours at the appropriate overtime rate, provided that, for the purpose of this minimum, more than one call completed within three consecutive hours shall be deemed to be one call.

Yellow and Black Watch

2.6.10.2 Yellow Watch and Black Watch workers shall only work overtime as directed by the Chief Executive National Commander.

OVERTIME FOR BLACK WATCH WORKERS

2.6.11 Minimum break between spells of Duty

2.6.11.1 "Ordinary Work" means work during hours that are normally paid at ordinary time rates.

2.6.11.2 "Nine-Hour Break" means a period off duty of nine consecutive hours.

2.6.11.3 "Unbroken Work" means ordinary work that is separated from the preceding period of ordinary work by less than a nine-hour break.

2.6.11.4 Where practicable, no worker shall be required to perform unbroken work.

- 2.6.11.5 If unbroken work is performed it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.
- 2.6.11.6 Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

2.6.12 **BA FILLER QUALIFICATION**

When the employer requests an employee to attain and hold certification as a BA Filler and the employee agrees, the employer will pay an allowance as set out in Part 5 – Table 4 on attainment of the certification and at each re-certification, provided that the employer still requires the employee to hold the certificate.

SHIFT ALLOWANCE

- 2.6.13 An additional shift allowance as specified in Table 4 of Part 4 of this Agreement shall be paid for each complete additional overtime shift worked.
- 2.6.13.1 Shift allowances shall be deducted in accordance with the provisions of Clause 2.12.1 of this part of the Agreement.

TELARC QUALIFICATION

- 2.6.14 In brigades where the Fire Service tests cylinders, workers appointed as signatories to the Telarc Standard and appointed by the Chief Executive/National Commander to certify the tests shall be paid the Telarc allowance set out in Table 4 of Part 4 of this Agreement.

TRADEPERSON'S WORK

- 2.6.15 If any worker is required to perform the work of any trade in respect of which there is apprenticeship order, he/she shall be paid the allowance set out in Table 4 of Part 4 of this Agreement.

TRAINING COURSES

Firefighters' and Officers' Attending

- 2.6.16 Firefighters and Officers attending training courses shall be paid under the provisions of clauses providing payments for Routine Work Outside Routine Hours, Total Weekly Wage, Qualification Bonus and Travelling Time Relieving Duties of this Agreement where applicable.

Training Volunteers

- 2.6.16.1 Workers employed training volunteers shall be paid, per hour or part thereof, the training allowance specified in Table 4 of Part 4 of this Agreement while so employed in addition to any other wages to which they are entitled under this Agreement.

TRAVELLING TIME

Saturday and Sunday

- 2.6.17 Where any worker is required to commence or finish overtime duty on a Saturday or Sunday, travelling time at the appropriate hourly rate shall be allowed as follows:
- 2.6.17.1 One half-hour travelling to work.
- 2.6.17.2 One half-hour travelling from work.

Statutory Holiday

- 2.6.18 Where a worker is required to commence or finish overtime duty on any statutory holiday listed in Subclause 1.4.7, travelling time shall be allowed as provided in Subclause 2.6.17.

Relieving Duties

- 2.6.19 Where a worker is employed on relieving duties and is required to travel a greater distance, because of such relieving duties, than to the usual station, such worker shall be paid travelling time, at the appropriate hour's rate, for the time taken to travel such extra distance and such travelling time shall be computed for each quarter hour or part thereof.
- 2.6.19.1 Travelling time under this subclause shall not be paid for any Saturday, Sunday or statutory holiday, unless travelling time under this subclause exceeds travelling time provided for in Subclause 2.6.17 or 2.6.18.
- 2.6.19.2 Where a worker is employed on relieving duties under this clause and such a worker is involved in additional expenditure because of travelling such extra distance, appropriate and reasonable reimbursements for such additional expenditure shall be made by the Fire Service.
- 2.6.19.3 For the purpose of this subclause "employed on relieving duties" means where a worker serves, for any period, at a station other than such worker's usual station.

TOOL ALLOWANCE

- 2.6.20 A worker who is appointed by the Chief Executive/National Commander to maintain brigade vehicles, appliances and pumps and who is required to provide sufficient privately owned tools of trade to carry out such trade work for the brigade and who uses them for that purpose for an equivalent of at least 50% of the routine hours for which he/she is employed each week, shall be paid a tool allowance at the rate set out in Table 4 of Part 4 of this Agreement.

QUALIFICATION BONUS

- 2.6.21 Any worker who obtains a full pass in one of the Examinations listed under the heading "Qualification Bonus" in Table 4 of Part 4 of this Agreement shall be paid the allowance specified in that part.

PART 2 – CLAUSE 7 – ANNUAL LEAVE

ANNUAL LEAVE

- 2.7.1 Except as provided in Subclause 2.7.1.1 each worker shall be granted annual leave periods, without deduction of pay, at the rate of 14 consecutive days (inclusive of Sundays) within each 160 consecutive days' employment.

- (a) The parties to this Agreement agree that the formula of 14 days' leave within each 160 days' employment gives each employee annual holidays in excess of the three weeks minimum provided in Section 11 of the Holidays Act 1981.
- (b) The parties further agree that the additional annual holidays in 2.7.1(a) above, provide compliance with the Holidays Act 1981, Section 7a, for work performed on statutory holidays prior to, and since, the passing of the Holidays Amendment Act 1991.
- (c) The parties recognise that, at the time that this Agreement came into force, the Government had introduced new legislation governing holidays. When these provisions come into force, the Fire Service will be required to demonstrate compliance with the intent and entitlements of the new legislation.
- (d) At the time the parties entered into this Agreement, the Court of Appeal was considering an appeal from the employer regarding how alternative holidays for working on public holidays are provided. Depending upon the outcome of that Appeal or any subsequent litigation, it is acknowledged that the parties may need to vary clause 2.7.1 of the Agreement, so as to comply with the prevailing legal requirements. If any such variation is required, both parties agree to engage in negotiation regarding that variation, in good faith. In the event such negotiation is not successful in securing an agreed outcome, both parties agree to utilise the services of a mediator to assist in achieving an agreed resolution.

2.7.1.1 In all other cases, annual leave shall be calculated on a pro rata basis (i.e. 14:160).

2.7.1.2 Except where otherwise determined by the Chief Executive/National Commander annual leaves as provided in Subclause 2.7.1 shall be in accordance with the national annual leave roster prescribed by the Chief Executive/National Commander.

2.7.1.3 Annual leave periods shall be rostered so as to follow the worker's normal rostered days off.

2.7.1.4 Annual leave shall be given and taken at times to be determined by the Chief Fire Officer.

2.7.1.5 At the request of the worker the Chief Fire Officer may permit a portion of the extended leave to be taken at other periods and not in consecutive days as provided above.

Watch not to be changed

2.7.2 A worker's Watch shall not be changed during such worker's annual leave period, nor during normal rostered days off immediately preceding or following such annual leave period.

Part Year Employment

- 2.7.3 Workers commencing employment in the Service at any time other than the dates determined by the Chief Executive/National Commander for the commencement of any leave cycle shall be granted annual leave, prior to the start of the next leave cycle, at the rate prescribed in Subclause 2.7.1.1.
- 2.7.3.1 Provided any such worker remains in the Service from the time of commencing employment until the commencement of the next leave cycle, annual leave for such a worker may be calculated for the period of time.

LEAVE RELATED TO SICK AND ACCIDENT LEAVE

Sickness/Non-Work Accident

- 2.7.4 Workers who have exhausted their sick leave and who are on continuous leave without pay due to illness or non-work accident shall be permitted to take or accumulate annual leave for up to two years. After this, a worker shall not qualify for any further periods of annual leave until the resumption of duty.

Work Accident

- 2.7.4.1 Where work accident leave has been granted annual leave shall not be reduced.

Secondary Employment Accident

- 2.7.4.2 Annual Holiday entitlement following any secondary employment accident shall be the responsibility of the secondary employer.

EXCHANGE OF LEAVE

- 2.7.5 Subject to satisfactory reasons an exchange of up to three annual leaves may be approved by the Chief Fire Officer.
- 2.7.5.1 The maximum leave may be extended by exercising other leave provisions of this Agreement.

SERVICE HOLIDAY

- 2.7.6 Upon completion of 7 years total service with the Fire Service each worker shall, at the end of the seventh and subsequent years (up to 14 years total service), be entitled to an additional annual holiday of 3 days.
- 2.7.7 After 14 years total service with the Fire Service, each worker shall, at the end of the 14th year and subsequent years, be entitled to an additional annual holiday of four days in place of that provided under 2.7.6.
- 2.7.8 The additional service holidays shall in all respects be treated as annual leave as provided in this clause.
- 2.7.9 The additional service holidays may be taken in conjunction with or separately from annual leave as determined by the Chief Fire Officer and in a manner agreed upon between the Chief Executive/National Commander and the Union.

PART 2 – CLAUSE 8 – SICK LEAVE

2.8.1 Nothing in this clause or Clauses 2.9, 2.10 or 2.11 shall deprive any worker covered by this Agreement of any entitlement under any Act of Parliament, provided however that all sick leave entitlements in this Agreement are inclusive of, and not in addition to, the entitlements regarding sick leave under the Holidays Act 2003.

DEFINITIONS

The “year of employment” referred to in this clause shall commence on the date of the worker joining the Fire Service. Subsequent years of employment shall begin on the anniversary of that date.

ENTITLEMENT

2.8.2 Where a worker is rendered unfit for duty as a result of sickness such a worker shall be entitled to paid sick leave of up to four weeks for each complete year of employment.

2.8.2.1 Medical certificates may be required by the employer at any time:

- (a) where the employee’s sick leave absence is for three or more consecutive calendar days; or
- (b) there are reasonable grounds for the employer to suspect that the sick leave being taken is not genuine (in which case the cost of the medical will be met by the Employer) ; or
- (c) for sickness of any duration, when an employee has already had more than five days off due to sickness without provision of a medical certificate in the leave year;
- (d) A medical certificate may be required in the circumstances described in this subclause (c) whether or not the earlier days of sick leave referred to in this subclause were consecutive. However, a request can only be made under this subclause (c) if the employee has no remaining **qualifying sick leave** as set out in 2.8.3.4.

2.8.3.2 Remaining sick leave in each leave year up to a maximum of five weeks (including **qualifying sick leave**, if any) shall be carried forward each year and accrued to the following year’s entitlement

2.8.3.3 After 15 years’ total service remaining sick leave, up to a maximum of seven weeks (including **qualifying sick leave**, if any) shall be carried forward from each year and accrued to the following year’s entitlement.

2.8.3.4 Qualifying Sick Leave

If an employee is sick for less than five days in a leave year, a portion of the accruing sick leave that is carried forward to the following year is to be recorded as **qualifying sick leave**. The portion recorded as **qualifying sick leave** is the difference between five days and the number of days (which must be less than 5) for which the employee was sick. **Qualifying sick leave** can accrue to a maximum of 20 (twenty) days out of the total accrued sick leave.

EXTENSION OF SICK LEAVE

2.8.3 At the expiration of any period of entitlement under these clauses, the Regional Commander shall review each case on its merits and refer the matter to the Chief Executive/National Commander who will consider extending sick leave on pay for a further period. In forwarding individual cases for consideration Regional Commanders are to supply full details of service, and sick leave taken.

CALCULATION OF SICK LEAVE

- 2.8.4 Calculation shall be on a whole day basis and where absence for part of a day is due to sick leave the worker's sick leave entitlement shall not be reduced and full pay shall continue for that day .
- 2.8.4.1 Except as provided otherwise in this clause, the number of days to be deducted shall be the number of days shown on the medical certificate.
- 2.8.4.2 Except as provided otherwise in this clause, if the medical certificate is inconclusive the number of days to be deducted shall be the number of complete days absent from shift including rostered days off if these fall between two absences.
- 2.8.4.3 4 weeks shall be immediately available upon joining.

MEDICAL EXAMINATIONS

- 2.8.5 When medical examinations are required by the Chief Executive/National Commander they shall be paid for by the Fire Service.

LIGHT DUTIES

- 2.8.6 Where a worker's medical certificate enables that worker to return to work for light duties, such duties shall be decided by the Chief Fire Officer; in cases of dissatisfaction with such duties the matter shall be referred to the Regional Occupational Health Committee for resolution.

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. 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:
- 2.8.7.1 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.
- 2.8.7.2 Approval is to be given only in the event of emergency illness. It must not be given when the worker has had advance notice, e.g. 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.
- 2.8.7.3 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.

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

PART 2 – CLAUSE 9 – WORK ACCIDENT LEAVE

2.9.1 A “work accident” is an accident arising out of and in the course of employment with the Fire Service. It includes the following:

Accidents Travelling to and from Work

2.9.1.1 Where a worker suffers injury or accident while travelling directly:

2.9.1.2 From place of residence to place of work or employment or vice versa, or:

2.9.1.3 From place of work or employment to any other place to which he/she has access by virtue of employment:

2.9.1.4 And travels by a route which, having regard to all circumstances, was a reasonable one to follow, the injury shall be regarded as due to a work accident.

Accident During Rest or Meal Breaks

2.9.1.5 Where a worker suffers injury or accident during a rest or meal break on work premises or those to which he/she has access by right or employment the injury shall be regarded as being due to a work accident.

Occupational Diseases

2.9.1.6 “Occupational Diseases” shall mean those diseases that are or may be recognised as causing injury arising out of and in the course of employment.

Civil Defence and Search and Rescue Accidents

2.9.1.7 Accidents occurring during Fire Service involvement in civil defence or search and rescue activities are work accidents.

WORK ACCIDENT LEAVE

2.9.2 Leave taken as a result of injury sustained during the course of employment shall be classified as work accident leave (not sick leave).

2.9.2.1 Where work accident leave is granted sick leave entitlement shall not be debited.

PAYMENT FOR WORK ACCIDENT LEAVE

2.9.3 During the first week (i.e. the day of the accident and the following six days) full wages, including payments that would have been earned in the normal course of employment shall be made.

2.9.3.1 From the eighth day until return to duty or medical retirement, payment shall be made at the normal sick leave rate or Earnings Related Compensation (ERC) whichever is the greater.

REVIEW OF WORK ACCIDENT LEAVE

- 2.9.4 Where it is apparent that a worker is likely to be off duty beyond 26 weeks from the date of the accident details are to be forwarded to the Regional Commander who shall consult the Regional Occupational Health Committee and the Principal Medical Officer about the worker being continued in employment or retired by the Chief Executive/National Commander on medical grounds.
- 2.9.4.1 Further reviews, in a similar manner, shall continue upon completion of each successive 13 week period of work accident leave until either the worker returns to duty or is retired on medical grounds.

PART 2 – CLAUSE 10 NON-WORK ACCIDENT LEAVE

- 2.10.1 A “non-work accident” is an accident other than an accident arising out of or in the course of employment with the Fire Service or with a secondary employer.

NON-WORK ACCIDENT LEAVE

- 2.10.2 Non-work accident leave shall be taken as sick leave (not accident leave).

UNION OFFICIALS

- 2.10.3 Union officials and/or delegates who are employed under this Agreement and who are not in receipt of any wages or salary from the Union and who have an accident in the course of attending to authorised Union business, shall be entitled to non-work accident leave.

PAYMENTS FOR NON-WORK ACCIDENTS

- 2.10.4 During the first week (i.e. the day of the accident and the six days thereafter) sick leave at the normal rate shall be granted.
- 2.10.4.1 From the eighth day to the expiration of sick leave the worker shall be paid at the normal sick leave rate where entitlement exists.

DEBITING OF SICK LEAVE

- 2.10.5 Where ERC is not paid (i.e. the first week after the accident) sick leave rates shall be paid where an entitlement exists. Absence shall be debited against sick leave entitlement on a day for day basis.
- 2.10.5.1 Where sick leave rates are paid because they are greater than ERC, sick leave entitlement shall be debited by the proportion by which pay exceeds ERC.

REVIEW OF SICK LEAVE

- 2.10.6 Where it is apparent that a worker is likely to be off duty beyond 26 weeks from the date of the accident, details shall be forwarded to the Regional Commander who shall consult the Regional Occupational Health Committee and the Principal Medical Officer about the worker being continued in employment or retired by the Chief Executive/National Commander on medical grounds.

- 2.10.6.1 Further reviews, in a similar manner, shall continue upon completion of each successive 13 week period of sick leave until either the worker returns to duty or is retired on medical grounds.

PART 2 - CLAUSE 11 – “SECONDARY EMPLOYMENT ACCIDENT LEAVE”

- 2.11.1 A “secondary employment accident” is an accident arising out of or in the course of paid work where the employer is not the New Zealand Fire Service. Secondary employment accidents include those accidents arising out of or in the course of paid self-employment or any other contractual arrangements.

UNION OFFICIALS

- 2.11.1.1 Union officials and/or delegates who are employed under this Agreement and who are not in receipt of any wages or salary from the Union and who have an accident in the course of attending to authorised Union business shall not be deemed to be engaged in secondary employment.

SECONDARY EMPLOYMENT ACCIDENT LEAVE

- 2.11.2 Any worker who suffers a secondary employment accident shall be placed on annual leave during the period of absence where such entitlement exists.
- 2.11.2.1 Where annual leave entitlement is exhausted the worker shall be placed on accident special leave without pay.

INTERRUPTION OF SERVICE

- 2.11.3 Accident special leave without pay will interrupt, but not break service.

PART 2 – CLAUSE 12 – DEDUCTIONS

- 2.12.1 Except as otherwise specifically provided for in this Agreement in Clauses 1.6.1 and 2.6.3.2 the Fire Service shall be entitled to make deductions from the wages of workers for time lost through the worker’s default.

PART 2 – CLAUSE 13 – RELIEVING IN HIGHER POSITIONS

- 2.13.1 Whenever a worker is required during the course of a shift to relieve in a position that carries a higher wage than he/she is receiving, such a worker shall be paid per hour or part thereof at a rate not less than such higher wage.

PART 2 – CLAUSE 14 – TIME BANKING

- 2.14.1 Notwithstanding clause 2.6.10, employees may elect to work outside their usual rostered shifts and request time off in lieu as an alternative to the payments specified in clause 2.6.10 under the following conditions:
- Only complete shifts may be time banked;
 - The maximum that can be accumulated in the time bank is eight shifts;

- Shifts must be accumulated and taken as either day or night shifts (i.e. a day shift banked cannot be taken as a night shift);
- Prior approval must be sought from the Chief Fire Officer before a time banked shift can be taken – permission will not be unreasonably withheld; and
- Prior approval is not necessary if an employee's dependant's caregiver is unexpectedly unable to provide care as normal.

PART 2 – CLAUSE 15 – MISCELLANEOUS

ACCOMMODATION

- 2.15.1 Workers shall be required to be on duty within the confines of the station proper.

BED LINEN ETC

- 2.15.2 Where permitted to sleep, Firefighters and Officers shall be supplied with suitable bed and bedding to include four blankets and one pillow as a personal issue; they are also to be provided with two sheets and two pillow slips each of which shall be laundered at fortnightly intervals.

CONTAINERS FOR UNIFORM AND PERSONAL EQUIPMENT

- 2.15.3 The Chief Fire Officer shall provide suitable and sufficient containers in which workers may pack their blankets and personal gear for transport when on relieving duties to out stations.

HEPATITIS B VACCINATION

- 2.15.4 The Fire Service will make hepatitis B vaccinations available to all workers.

PART 2 – CLAUSE 16 – TERMINATION OF EMPLOYMENT

- 2.16.1 Except for a Trainee Firefighter, fourteen days' notice of termination of employment shall be given on either side, but this shall not prevent the summary dismissal or suspension of a worker for misconduct or conduct prejudicial to good order and discipline. The Chief Executive/National Commander may elect to pay wages in lieu of the prescribed notice.

TRAINEE FIREFIGHTER

- 2.16.2 Where a worker fails to complete satisfactorily their training, the employer shall have grounds for terminating the trainee's employment. The notice period for a Trainee Firefighter shall be seven days.
- 2.16.3 If the employer intends to terminate a trainee's employment, the trainee may elect to have his or her capabilities reviewed by a test panel.

PROBATIONER TEST PANEL

- 2.16.3.1 The test panel shall consist of a Chief Fire Officer, a Union Representative, and a Senior Operational Officer.
- 2.16.3.2 If the test panel agrees unanimously that the worker is satisfactory, the worker shall not be dismissed.

- 2.16.3.3 If the test panel cannot agree, the worker's case shall be referred back to the employer for a decision.

PART 2 – CLAUSE 17 – TRANSITION

- 2.17.1 Workers who at the time that this Agreement commenced were not members of the New Zealand Fire Service Superannuation Scheme and received an enhanced salary in lieu of employer contributions, may continue to do so.

Part 3

Conditions Relating to the Employment of Communicators & Shift Managers in the Communications Centres

PART 3 – CLAUSE 1 – THE POSITIONS

- 3.1.1 The positions covered by this part of the agreement are that of full-time or part-time Communicator and full time Shift Manager in the Communications Centres of the Fire Service (referred to as the “Employee” or “Employees” for the purposes of this part of the Agreement). Conditions applying solely to part time Communicators are set out in Schedule Two.
- 3.1.2 Communicators report to the Communications Centre Manager, responsible for the Centre to which the Employee has been appointed. Shift Managers report through the Communications Centre Manager to the National Manager, Communications Centres.
- 3.1.3 The Employees will assume the responsibilities and duties reasonably expected of their positions, and specifically will assume (but not be limited to) the accountabilities, responsibilities and duties set out in the current Position Description for their role. The Employee may request a copy of the current Position Description at any time from his or her Communications Centre Manager. No generic changes will be made to the Position Description without consultation with the employees affected and the Union.

PART 3 – CLAUSE 2 – POLICIES OR INSTRUCTIONS

- 3.2.1 All Employees have an obligation to comply with the requirements of the Fire Service Act, standard operating procedures, brigade orders, or any other lawful and reasonable instruction given in the course of duty by, or issued on behalf of, the Chief Executive or National Commander, or their nominees; and to work as directed.
- 3.2.2 This includes those policies or instructions that may be agreed between the Fire Service and the NZ Police for the operation of the joint Communications Centres.

PART 3 – CLAUSE 3 – REMUNERATION

- 3.3.1 The Total Remuneration package rate for Communicators and Shift Managers is set out in Part 6 Schedule One to this Agreement.
- 3.3.1.1 The remuneration received by Employees pursuant to this agreement shall be deemed to compensate them fully for all time worked and duties performed under this agreement, having regard to the responsibilities and duties of the Employee's position.

SUPERANNUATION

- 3.3.2 Employees who are new appointees to the Fire Service may elect to join the NZFSCSS scheme if they so wish.

TELEPHONE/COMMUNICATION SERVICES

- 3.3.3 An amount for rental costs for telephones and the telephone line in private residences has been incorporated in the base salary component for Shift Managers. Costs for all business-related toll calls and other communication expenses related to the Shift Manager's position will be met by the Fire Service.

OVERTIME

- 3.3.4 Employees who work in excess of normal hours as defined in Clause 3.5 will be paid an hourly rate at T1.5 of the total remuneration package rate for each complete hour.

RELIEVING IN HIGHER DUTIES

- 3.3.5 Employees required to temporarily act in a higher level position will be paid the higher rate of T1 of their total remuneration package rate, or T1 of the total remuneration package rate of the position they are acting in, whichever is the higher.

- 3.3.5.1 Senior Communicators who are required to act as Shift Managers in a higher duties capacity, will be paid at the rate appropriate to their qualifications.

CALL BACK

- 3.3.6 The minimum payment when called back to duty for emergency reasons shall be three (3) hours' overtime pay from the time the employee is notified to the time of the release from duty.

PART 3 – CLAUSE 4 – PROGRESSION

- 3.4.1 Progression between roles and within the grades shall be determined as follows:

3.4.1.1 TRAINEE COMMUNICATOR

- 3.4.1.2 Upon employment by the Chief Executive/National Commander to an established position.

3.4.2 FROM: TRAINEE COMMUNICATOR TO COMMUNICATOR (GRADE 1)

- 3.4.2.1 Subject to satisfactory completion of an initial Communicators Training Course within a maximum of six months, and completion of on-the-job training.

- 3.4.2.2 Subject to attainment of the unit standards set out in the attachment to this agreement but which does not form a part of this agreement.

3.4.3 FROM: COMMUNICATOR (GRADE 1) TO COMMUNICATOR (GRADE 2)

- 3.4.3.1 Subject to two years' continuous employment in a Communications Centre.

- 3.4.3.2 Subject to attainment of the unit standards set out in the attachment to this agreement but which does not form a part of this agreement.
- 3.4.3.3 Subject to a full pass in the practical assessment.
- 3.4.4 **FROM: COMMUNICATOR (GRADE 2) TO COMMUNICATOR (GRADE 3)**
- 3.4.4.1 Subject to three years' continuous employment in a Communications Centre.
- 3.4.4.2 Subject to attainment of the unit standards set out in the attachment to this agreement but which does not form a part of this agreement.
- 3.4.4.3 Subject to a full pass in a practical assessment.
- 3.4.4.4 Attainment of National Certificate in Call Centre Operations
- 3.4.5 **FROM: COMMUNICATOR (GRADE 3) TO SENIOR COMMUNICATOR/RELIEVING SHIFT MANAGER**
- 3.4.5.1 Subject to four years' continuous employment in a Communications Centre.
- 3.4.5.2 Subject to appointment to an established position.
- 3.4.5.3 Subject to attainment of the unit standards and courses set out in the attachment to this agreement but which does not form a part of this agreement.
- 3.4.5.4 Subject to a full pass in a practical assessment and/or written examination.
- 3.4.6 **FROM: SENIOR COMMUNICATOR/RELIEVING SHIFT MANAGER TO SHIFT MANAGER**
- 3.4.6.1 Subject to five years' continuous employment in a Communications Centre.
- 3.4.6.2 Subject to appointment to an established position.
- 3.4.6.3 Subject to attainment of the unit standards and courses set out in the attachment to this agreement but which does not form a part of this agreement.
- 3.4.6.4 Subject to a full pass in an examination.
- 3.4.6.5 Relieving Shift Managers without the full requisite qualifications may be appointed to an established position of Shift Manager at the unqualified rate of remuneration, as set out in Part 5 Schedule 1 of this agreement. The substantive package rate will be paid on achievement of all required qualifications.
- 3.4.7 The Employer shall consult the Union in the development of the practical assessment and examinations. The Union shall be involved in the conducting and assessing of the practical assessments. Variations to the unit standards and courses required for progression shall be by agreement between the Employer and the Union.

PART 3 – CLAUSE 5 – HOURS

3.5.1 **SHIFTS**

- 3.5.1.1 This position will be required to work shifts on a rotating roster basis.

3.5.1.2 Normal hours of work will be (on average) up to 42 hours worked on any 5 days or nights over a seven (7) day period, on a rostered basis as described in the published shift roster.

3.5.1.3 The Fire Service may vary the shift roster for operational or other reasons following consultation with Employees, and providing no less than four (4) weeks' notice.

OVERTIME

3.5.2 Reasonable additional hours may be offered or required, and compensated according to Clause 3.3.3. Alternatively, by agreement with the individual Employees, a "time bank" may be set-up and utilised on the basis that it provides for one (1) hour's credit for each additional hour worked.

MEAL BREAKS

3.5.3 During each shift up to ninety (90) minutes may be taken by each Employee for refreshment breaks. The time at which breaks are taken and their duration will be agreed by the Fire Service, having regard to the operational requirements of the Communications Centre.

BREAK BETWEEN PERIODS OF DUTY

3.5.4 Wherever possible, a minimum break of 9 hours will be provided between periods of duty, where that duty has been of 8 hours' or longer duration.

PART 3 – CLAUSE 6 – LEAVE

3.6.1 ANNUAL LEAVE

3.6.1.1 Annual leave shall apply on the same basis as that set out in clauses 2.7.1 – 2.7.3.

SICK LEAVE

3.6.2 Sick leave shall be determined on the basis of Part 2, Clause 8 of this Agreement.

DOMESTIC LEAVE (SICKNESS AT HOME)

3.6.3 Domestic leave or Sickness at Home shall be determined on the basis of Part 2, Clause 2.8.8.

TRAINING LEAVE

3.6.4 Employees required to attend training courses outside their normal roster shall be provided with a reasonable period off duty prior to the commencement of the course and at the completion of the course.

3.6.4.1 Where the training course is of more than four hours' duration, the off duty period shall be not less than 12 hours immediately prior to or immediately following the training course.

3.6.4.2 Where the training course is of more than five days' duration, the off-duty period shall be not less than 48 hours immediately prior to or immediately following the training course.

- 3.6.4.3 The employee will be paid for attending the training course at their ordinary rate of pay.
- 3.6.4.4 A travel allowance set at the Fire Service's standard rate per full kilometre shall be paid for each training course held within a 75 kilometre radius of the employee's residence. The travel allowance shall be calculated for a direct journey from the employee's home address to the place of training and return. Employees will be required to provide the Fire Service with a record of the distance between their residence and the training venue.

SERVICE HOLIDAY

- 3.6.4.5 Service Holiday shall be determined on the basis of Part 2, Clause 2.7.6.

PART 3 – CLAUSE 7 – EXPENSES

- 3.7.1 Where Employees are required to travel on business associated with their normal duties, expenses incurred during this travel will be reimbursed by the Fire Service on an actual and reasonable basis.
- 3.7.2 In addition, the Fire Service will reimburse Shift Managers for other genuine expenses incurred and arising out of the performance of their official duties, on production of receipts.

PART 3 – CLAUSE 8 – ABANDONMENT OF EMPLOYMENT

- 3.8.1 In the event of an Employee being absent from work for more than 3 days without the consent of the Fire Service, the Employee will be deemed to have abandoned his/her employment.
- 3.8.2 Both the Employee and Fire Service will make all reasonable efforts to contact each other during this period.

PART 3 – CLAUSE 9 – TERMINATION OF EMPLOYMENT

- 3.9.1 The employment of an employee may be terminated by the Fire Service where the Employee has committed a breach, non-observance or non-observance or non-performance of any of the agreements or stipulations contained in this agreement; or where an Employee is guilty of serious misconduct. Example of serious misconduct include (but are not limited to):
- If an Employee commits any act of dishonesty such as theft;
 - If an Employee fails to comply with any lawful, reasonable, but not trivial instructions given by the Fire Service, or person acting with his/her authority;
 - If an Employee brings the Fire Service into disrepute;
 - If an Employee fails to comply with the standards of conduct prescribed by the Chief Executive, pursuant to Section 73 of the Fire Service Act 1975.
- 3.9.2 Where serious misconduct is established, pursuant to Clause 3.9.1 above, the Fire Service may terminate the employment of an employee forthwith, and the Employee will not be entitled to any compensation or damages other than payment for any amount due under this agreement at the date of such termination.

- 3.9.3 Where this agreement is lawfully terminated by the Fire Service for any reason other than as set out in Clauses 3.9.1 and 3.11.2, one (1) month's notice of termination will be given; or at the option of the Fire Service, one (1) month's base salary in lieu of notice will be paid.
- 3.9.4 An Employee may terminate his/her employment by giving the Fire Service one (1) month's notice in writing, in which case they will not be entitled to any compensation or damages other than payment for any amount due under this agreement to the date of such termination. It is acknowledged that the Fire Service may, at his/her absolute discretion, elect to make payment to an Employee of any base salary and other amounts owing, and require the Employee to cease employment immediately instead of working out the notice period.

PART 3 – CLAUSE 10 – SUSPENSION

- 3.10.1 Where an investigation is deemed necessary for alleged misconduct, the Employee may, after an initial investigation, be suspended.

PART 3 – CLAUSE 11 – RESTRUCTURING

CONSULTATION

- 3.11.1 The Fire Service may at its discretion restructure or change the organisational structure, or positions within that structure. When such a restructuring or change directly affects the position of an Employee covered by this agreement, the Employee will be consulted and have the opportunity to make submissions before proposed changes are finalised.

REDUNDANCY

- 3.11.2 If an Employee's position is disestablished or substantially changed as a result of restructuring or similar development, and the Fire Service is no longer able to provide the Employee with another position appropriate to the skills and experience of the Employee, the employment of the Employee may be terminated.

NOTICE

- 3.11.3 The Employee occupying that position will be given at least one (1) calendar month's notice of the intention to disestablish the position. The notice period shall be worked out unless the Fire Service agrees to a payment in lieu of notice.

ENTITLEMENTS

- 3.11.4 Where an Employee is made redundant, the Employee will be paid an amount based on the formula of four (4) weeks' base salary for the first complete year of service, plus two (2) weeks' base salary for each subsequent complete year of service, to a maximum entitlement of fifty two (52) weeks, or 25 years service. For the purpose of this clause, "service" means continuous, (i.e. unbroken) with the Fire Service.

PART 3 – CLAUSE 12 – SECURITY SCREENING

- 3.12.1 Employees will be required to maintain appropriate screening clearance, in accordance with the Fire Service Security Screening Policy. Any situation arising which may place an Employee at risk of being unable to comply with this requirement is to be immediately brought to the attention of the Fire Service.
- 3.12.2 If an Employee comes to the attention of the NZ Police through committing or admitting to an offence, or undertaking other activities which cause the NZ Police concern; or otherwise cause the Fire Service disciplinary action, the Security Screening clearance of an Employee will be re-evaluated, and maybe revoked.
- 3.12.3 If the Security Screening clearance of an Employee is revoked, that Employee will no longer be eligible to hold the position of Employee, and may be dismissed as under clause 3.9.1 of this agreement.

PART 3 – CLAUSE 13 – CONFIDENTIALITY

- 3.13.1 Employees will not, either during the term of this agreement or at any time thereafter, except so far as may be necessary for the proper performance of their duties under this agreement, or as may be required by law, disclose to any person any official information which has come to the Employee's knowledge in the course of the performance of any of the duties under this agreement; or use or attempt to use such official information for personal benefit, or the benefit of any other person or organisation, or in any manner whatsoever other than in accordance with the duties, and consistent with obligation of honesty, expected of a person holding a senior position in the Fire Service.
- 3.13.2 All transaction, records and information pertaining to the business of the Fire Service, and the terms of an employee's employment as outlined in this agreement, are to be kept in strict confidence by the Employee during the period of employment and also after its termination.

PART 3 – CLAUSE 14 – PATENTS AND TRADEMARKS

- 3.14.1 All work produced by Employees in the performance of any of the duties under this agreement shall be the property of the Fire Service and the Fire Service shall be entitled to any copyright or merchandising rights in, or arising from, such work.

PART 3 – CLAUSE 15 – OTHER BUSINESS ACTIVITIES

- 3.15.1 Employees are expected to devote their full time energies to this position. For this reason, together with the need to protect the interests of the Fire Service, Employees are not permitted to engage in any other business activities without the prior written consent of the Fire Service.
- 3.15.2 This consent will not be unreasonably withheld where, in the opinion of the Fire Service, there is unlikely to be any conflict of interest between such other business activities and the Employee's position with the Fire Service.

3.15.3 If required by the Fire Service, Employees will disclose any other business interest that they had prior to, or have during, their employment with the Fire Service.

PART 3 – CLAUSE 16 – PERFORMANCE & DEVELOPMENT REVIEWS

3.16.1 Employees will be provided with performance and development reviews at least every six months. No employee shall progress under Part 3 – Clause 4 if their performance is assessed as being below expected standards or unacceptable.

Part 4

Conditions Relating to Fire Safety, Operational Planning, Training & Volunteer Support Officers

PART 4 – CLAUSE 1 - LEAVE

(i) **ANNUAL LEAVE/SERVICE LEAVE**

Annual leave/Service Leave entitlements will be as follows:

- On commencement of employment – four weeks and one day or 21 working days;
- On completion of 7 years total service with the Fire Service, a service leave entitlement of 3 days;
- On completion of 14 years total service with the Fire Service, a service leave entitlement of a further 1 day in addition to the entitlement above.

(ii) **PUBLIC HOLIDAYS**

Public Holidays are as set out in Part 1, Clause 4.7 of this Agreement.

- When an employee is formally rostered on call by his/her Fire Region Manager/Commander for a public holiday, the employee is expected to limit personal movements and activities to ensure availability and readiness for immediate emergency responses.
- Employees rostered on call for these occasions are entitled to an alternative holiday. Rosters that cover a public holiday shall be adjusted, if necessary, to ensure the same employee is rostered for the full 24 hours of the public holiday. Public holidays should be equally apportioned among the employees covered by the roster.
- Alternative holidays are to be taken within one year of entitlement, or may be exchanged for payment as provided for under the Holidays Act 2003.
- If the Employee is required by the Employer to attend work on a public holiday, in addition to the alternative holiday referred to in this clause, the Employee shall be provided, in accordance with the Holidays Act 2003 with 0.5 of their hourly rate extra for each hour worked and travel time incurred. The hourly rate shall be determined on the basis of the employee's base salary divided by 2080. If required to attend work, the employee shall be paid a minimum payment of three hours.
- Nothing in this clause shall be applied to any employee who, through personal preference or convenience, chooses to be available to respond to an incident or who attends without direction.

PART 4 – CLAUSE 2 - REMUNERATION

	1 July 2006					
	Step 1		Step 2		Step 3	
	Total Rem	Base	Total Rem	Base	Total Rem	Base
Volunteer Support Officer	\$50,377	\$4,341	\$56,304	\$49,558	\$59,267	\$52,166
Trainer	\$54,427	\$47,906	\$60,830	\$53,542	\$64,032	\$56,360
Training Mgr/Senior	\$56,726	\$49,929	\$63,400	\$55,804	\$66,737	\$58,741
Fire Safety Officer	\$54,427	\$47,906	\$60,830	\$53,542	\$64,032	\$56,360
Fire Safety Mgr/Senior	\$56,726	\$49,929	\$63,400	\$55,804	\$66,737	\$58,741
Operational Planning Officer	\$56,725	\$49,929	\$63,399	\$55,803	\$66,736	\$58,740

LUMP Sum Payments

	1 July 2006	SMS
Volunteer Support Officer	\$478.61	\$257.19
Trainer	\$517.09	\$277.87
Training Manager/Snr	\$538.93	\$289.60
Fire Safety Officer	\$517.09	\$277.87
Fire Safety Manager/Snr	\$538.93	\$289.60
Operational Planning Officer	\$538.93	\$289.60

Employees employed at the time that this Agreement commenced and who had an existing entitlement to receive a total remuneration package may retain this condition. From 1 January 2007, all employees appointed into positions covered by this part of the Agreement will be remunerated only on a base salary and, if a member of the New Zealand Fire Service Superannuation Scheme will have employer contributions directed into the scheme in addition. New appointments from 1 July 2006 will be to a salary step determined by the employer and agreed with the employee, depending upon their relevant experience.

Employees covered by this Agreement who have not received a remuneration increase since 1 July 2005, will receive a 2.1% adjustment to their remuneration effective from 1 July 2006 in addition to the lump sum payments identified above.

Prior to 30 June 2007, the employer and union will agree a progression system for each position based upon the following:

- Service in the role;
- Achieving at least a rating of 'Achieves Results' in the Enabling Performance review; and
- Agreed learning or development objectives.

As part of the agreed progression system, the employer and union will apply a step to each employee covered by this section of the agreement. Thereafter, the employee's progression will be determined by achieving the necessary progression requirements.

PART 4 – CLAUSE 3 - HOURS OF WORK/ON-CALL ARRANGEMENTS

- Employees employed at the time that this Agreement commenced will normally work an eight hour day, five days per week, between 0700 hours and 1800 hours from Monday to Friday inclusive (with no more than one hour for lunch each day).
- It is recognised that the roles of Training, Fire Safety and Volunteer Support Officers must be responsive to the operational needs of the employer and the requirements of volunteers and the public. As such, the hours set out above may be varied by the employer with agreement of the existing employee on either a temporary or permanent basis, provided that an overall average of 40 hours per week is maintained.
- From 1 July 2006, with the exception of Operational Planning Officers, employees employed into roles covered by this part of the Agreement may be employed on hours of work that meet the employers genuine and ongoing business needs provided that the hours are agreed with the employee and average 40 hours per week
- Employees may from time to time be required to work in excess of 40 hours per week due to planned activities or the non-emergency requirements of their roles. Fire Safety, Operational Planning and Volunteer Support Officers may be rostered on call in accordance with an availability roster and may be called-out in the event of an emergency incident.
- Additional hours worked beyond 40 hours a week may be compensated by time in lieu or payment of T1.5, at the discretion of the employee, provided that these hours comply with the Fire Service's Fatigue Management Policy and are approved by the employee's manager in advance.

PART 4 – CLAUSE 4 - USE OF MOTOR VEHICLE

- Because of the nature of some employee's positions, an employee maybe provided with a motor vehicle that is suitable for the operational and businesses requirements of the role. The motor vehicle will be a tool of trade vehicle.
- Use of any vehicle provided is determined by Fire Service Motor Vehicle Policy for tool of trade vehicles.
- The conditions attached to the use of any vehicle are set out in the Fire Service's Motor Vehicle policy and the employee must comply with that policy which may be updated by the Fire Service from time to time.
- The Fire Service agrees to consult the Union before making any substantial changes to the Fire Service Motor Vehicle policy.

4.4.1 PERFORMANCE AND DEVELOPMENT REVIEWS

Employees will be provided with performance and development reviews using the Enabling Performance Agreement format at least every six months. No employee shall progress under Part 4 – Clause 2 if their performance is assessed as being *Below Requirements or Unacceptable*

Part 5

Tables & Chart

**PART 5 - TABLE 1
ALLOWANCES CLAIMABLE BY WORKERS UNDER PART 1 OF THIS AGREEMENT**

ALLOWANCE	DETAIL	EFFECTIVE FROM	AMOUNT
• Mess Allowance	per week	1 July 2006	\$3.30
• Meal Allowance	per meal	1 July 2006	\$11.14

**PART 5 - TABLE 2
TOTAL WEEKLY WAGE AND LUMP SUM PAYMENTS FOR FIREFIGHTERS AND OFFICERS**

RANK	Effective From	NON DRIVER	GRADE 2 DRIVER	GRADE 1 DRIVER
Senior Station Officer LUMP SUM	01-Jul-06		\$1055.06	\$1072.54
	01-JUL-06		\$580.01	\$589.62
	SMS		\$311.68	\$316.84
Station Officer LUMP SUM	01-Jul-06		\$1015.80	\$1033.30
	01-JUL-06		\$558.43	\$568.05
	SMS		\$300.08	\$305.25
Senior Firefighter LUMP SUM	01-Jul-06	\$930.52	\$942.17	\$959.66
	01-JUL-06	\$511.54	\$517.95	\$527.56
	SMS	\$274.89	\$278.33	\$283.49
Qualified Firefighter LUMP SUM	01-Jul-06	\$895.67	\$907.29	\$924.77
	01-JUL-06	\$492.39	\$498.77	\$508.38
	SMS	\$264.59	\$268.02	\$273.19
Firefighter LUMP SUM	01-Jul-06	\$707.75	\$718.55	\$734.86
	01-JUL-06	\$389.08	\$395.03	\$403.98
	SMS	\$209.08	\$212.27	\$217.09
Trainee Firefighter	01-Jul-06	\$641.97	\$652.44	

PART 5 - TABLE 3 - HOURLY RATES FOR FIREFIGHTERS AND OFFICERS

RANK	Effective From	NON DRIVER	GRADE 2 DRIVER	GRADE 1 DRIVER
Senior Station Officer	01-Jul-2006		\$16.497	\$16.779
Station Officer	01-Jul-2006		\$15.866	\$16.147
Senior Firefighter	01-Jul-2006	\$14.567	\$14.753	\$15.035
Qualified Firefighter	01-Jul-2006	\$14.006	\$14.193	\$14.474
Firefighter	01-Jul-2006	\$10.983	\$11.156	\$11.419
Trainee Firefighter	01-Jul-2006	\$9.933	\$10.101	

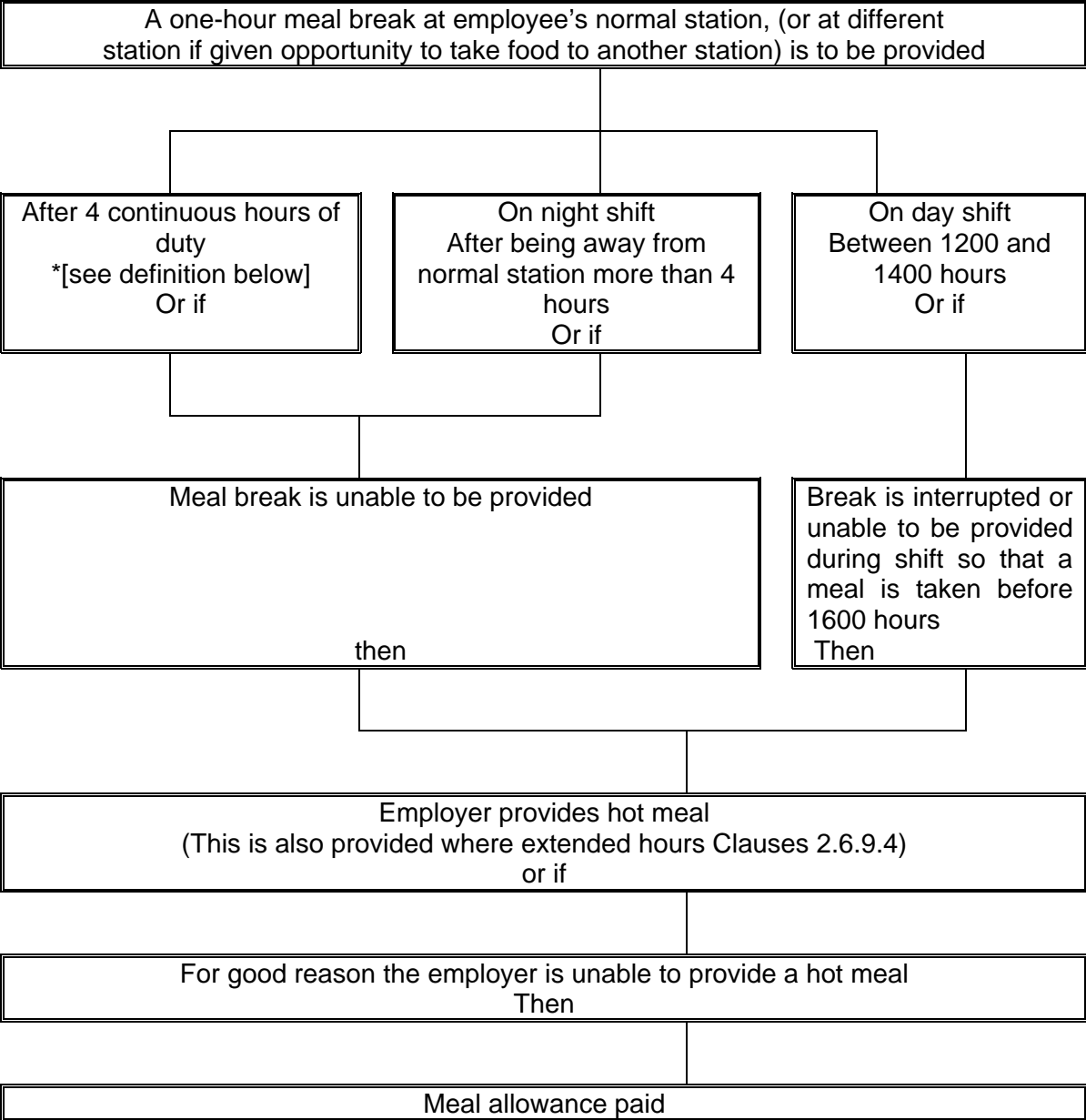
PART 5 - TABLE 4 - ALLOWANCES CLAIMABLE BY OFFICERS AND FIREFIGHTERS UNDER PART 2 OF THIS AGREEMENT

ALLOWANCE	Effective From	DETAIL	AMOUNT
Driver Allowance – Trailer	01-Jul-2006	Per shift	\$3.30
Qualification Bonus – Institute of Fire Engineers			
• Graduate	01-Jul-2006	Per fortnight	\$32.50
• Member	01-Jul-2006	Per fortnight	\$48.50
Shift Allowance – Extra Shifts	01-Jul-2006	Per shift	\$7.15

ALLOWANCE	Effective From	DETAIL	AMOUNT
TELARC Qualification	01-Jul-2006	Per fortnight	\$19.75
Tool Allowance	01-Jul-2006	Per annum	\$425.00
Tradespersons Work	01-Jul-2006	Per week	\$7.10
Training Volunteers	01-Jul-2006	Per hour	\$12.60
BA Filler Certificate		On Attainment/ Re-attainment	\$71.50
			\$71.50

PART 5 - CHART 5 – MEALS CLAIM FLOW CHART

(Clause 2.6.9)



* Definition: "4 continuous hours of duty"

- (a) Includes routine, emergency, stand-by and callout duties or any combination of them.
- (b) Excludes the hours between 0800 and 1300 hours, and 1700 and 1800 hours for rostered day shift employees.
- (c) Are not broken by any period of 30 minutes or less. Such 30 minute periods exclude all time for "making up" and 15 minutes for "clean-up" time.

Note Every effort shall be made to have employees returned to their stations, or otherwise relieved, on completion of three consecutive hours of emergency and/or stand-by duty.

Part 6

Schedules

PART 6 – SCHEDULE ONE – REMUNERATION FOR COMMUNICATION CENTRES

6.1.1 Subject to the requirements of Part 3, Clause 4 of this agreement:

Position/Grade	FULL TIME			
	Base Salary@ 1 July 2006	Total Rem. @ 1 July 2006	Lump Sum 1 July 2006	Lump Sum SMS
Trainee	\$32,501	\$36,925		
Communicator Grade 1	\$35,754	\$40,622	\$377.99	\$203.12
Communicator Grade 2	\$40,578	\$46,101	\$428.98	\$230.52
Communicator Grade 3	\$43,793	\$49,754	\$462.97	\$248.79
Senior Communicator/Relieving Shift Manager	\$48,751	\$55,387	\$515.39	\$276.95
Shift Manager (unqualified)	\$52,548	\$59,701	\$555.53	\$298.52
Shift Manager	\$56,344	\$64,014	\$595.66	\$320.09

6.1.2 The Total Remuneration Packages set out above are inclusive of a provision for the Employer Contribution to the New Zealand Fire Service Superannuation Scheme (NZFSSS) Employees employed prior to 1 November 2006 may elect not to join the NZFSSS and receive an enhanced salary equal to the total remuneration set above for their respective positions. If an employee paid an enhanced salary subsequently joins the NZFSSS, the cost of the Employer contribution shall be deducted from the total remuneration package rate set out above, and the Employee's salary shall reduce proportionally. From 2 November 2006, all new employees will be paid the relevant base salary regardless of whether they join the NZFSSS. All annual leave and termination payments shall be calculated on the actual salary paid.

PART 6 – SCHEDULE TWO PART-TIME COMMUNICATORS COVERED BY THIS AGREEMENT

Any part-time Communicators who are covered by this Agreement are covered by all of the terms and conditions set out in this part of the Agreement with the following modifications:

6.2.1 HOURS OF WORK

- (i) Although subject to the same maximum hours of work as the full-time Communicators (an average 42 hours), the part-time Communicators will generally work such fewer hours as specified in their letters of appointment (the "guaranteed" hours).

- (ii) Payment for hours worked in excess of the guaranteed hours, and up to 42 hours per week, will be made at the standard hourly rate. Hours beyond forty two (42) hours are to be paid at the overtime rate as specified in Clause 3.3.5.
- (iii) Where a part-time Communicator works a full shift, they shall be entitled to meal breaks as set out in 3.5.3.

6.2.2 **REMUNERATION**

- (i) Part-time Communicators will be paid as set out in Part 5 (Schedule 1).

e.g. a Communicator Grade 1 who works 28 hours per week, will be paid a rate equivalent to 66% of the Total Remuneration Package rate or base salary depending upon their membership of the NZFSSS (28 hours divided by 42 hours = 66%. 66% of \$ \$35,754 is \$23,598p.a.)

6.2.3 **SUPERANNUATION**

- (i) Part-time Communicators appointed with a current entitlement to contribute to the NZFSSS scheme have the option, at the time of accepting the appointment, to continue with their current arrangements, with both the employee and Fire Service contribution amounts reflecting the part-time employment hours; or to withdraw and cease their contributions. This option expires on 1 November 2006.
- (ii) Part-time Communicators who are new appointees to the Fire Service may elect to join the NZFSCSS scheme if they so wish, with both the employee and Fire Service contribution amounts reflecting the part-time employment hours.
- (iii) Employee and Fire Service contributions will be based on the guaranteed hours (see 5.2.1(I) above). Hours worked in excess of the guaranteed hours will not attract either employee or Fire Service contributions.
- (iv) From 2 November 2006, part time employees will be paid on the basis of a proportion of the base salary set out in Schedule 6 regardless of their membership or otherwise of the NZFSSS.

6.2.4 **LEAVE**

- (i) **Annual leave**

Annual leave entitlements will be on a rostered leave basis, as for full-time staff (see Clause 3.6.1). The full leave entitlement (time off work) can be taken, but will be paid for on the basis of the guaranteed hours of part-time work.

e.g. the full 14 days' leave per 160 days worked can be taken, but would be paid for on the basis of the guaranteed hours only (e.g 21 hours per week).

Communicators who work additional hours beyond the guaranteed hours will be paid holiday pay at the rate of 6% on the gross additional hours earnings. This will be paid out once per year, in the pay immediately preceding 25 December.

(ii) Long Service Leave

Part-time Communicators will be eligible to service-based entitlements, such as long service leave, on a basis which accurately reflects their part-time hours of work.

Part-time Communicators are eligible to take the full long service leave entitlement (28 consecutive days), with payment to be made on the basis of the guaranteed hours worked, calculated as a percentage of ordinary full-time hours.

(iii) Sick Leave and Special Leave (Domestic & Bereavement Leave)

Part-time Communicators will only be paid for sick leave and special leave if they were ordinarily due to work on that day, and they will only be paid the rate that would otherwise be payable had they worked that day (i.e. the guaranteed hours for that day).

(iv) Statutory Holidays

As specified in Clause 3.6.1 of the main agreement, it is agreed that the annual leave provisions for part-time Communicators meets the minimum legislative requirements for annual leave and statutory holidays, and that accordingly no further provisions are needed for part-time Communicators working on statutory holidays.

6.2.5 **TRANSITIONAL PROVISIONS FOR LEAVE AND OTHER SERVICE-BASED ENTITLEMENTS**

Existing Fire Service employees moving from full-time employment to part-time employment will have the value of their existing entitlement protected.

(i) Annual Leave

At the time of movement from full-time status to part-time status the balance of the annual leave entitlement shall be calculated on an hourly basis. (e.g. 14 days' leave earned on the basis of 12 hours per day equates to 168 hours leave).

The equivalent hours of part-time leave will be calculated based on the guaranteed average part-time hours to be worked per day (e.g. guaranteed part-time hours of 7 hours per day for the 14 days would equate to 98 hours leave)

The balance remaining from the original entitlement will be paid out on the hourly rate of the employee immediately preceding appointment to a part-time position (e.g. 168 hours less the 98 hours equals 70 hours to be paid).

(ii) Long Service Leave

At the time of movement from full-time status to part-time status the value of the long service leave entitlement to date shall be calculated on an hourly basis. (e.g. 10 years' service would equate to 14 days' long service leave earned on the basis of 12 hours per day, which would equate to 168 hours leave).

The equivalent hours of part-time leave will be calculated based on the guaranteed average part-time hours to be worked per day (e.g guaranteed part-time hours 7 hours per day for the 14 days would equate to 98 hours leave).

The balance remaining from the original entitlement will be paid out and the hourly rate of the Communicator immediately preceding appointment to a part-time position. (e.g. 168 hours less the 98 hours equals 70 hours to be paid).

6.2.6 **SECONDARY OR OTHER EMPLOYMENT**

The general intent and requirements of Clause 3.15 (other business activities) will apply equally to part-time Communicators. However, the impact on the Fire Service will be assessed on a case by case basis, recognising the part-time nature of the work.

PART 6 – SCHEDULE THREE SERVICES FOR RESOLVING AN EMPLOYMENT RELATIONSHIP PROBLEM
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If employment relationships between the employer and its staff are to be as successful as possible, it is important that any problems that may arise are dealt with effectively.

This procedure sets out information on how problems can be raised and worked through.

6.3.1 **WHAT IS AN EMPLOYMENT RELATIONSHIP PROBLEM?**

It can be anything that harms or may harm the employment relationship, other than problems relating to fixing the terms and conditions of employment.

6.3.2 **CLARIFY THE PROBLEM**

If either the employee or the employer feels that there may be a problem in their employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.

The employee might want to discuss a situation with someone else to clarify whether a problem exists, but in doing so should take care to respect the privacy of other employees and managers, and to protect confidential information belonging to the employer. For example, the employee could seek information from:

- The NZPFU
- friends and family
- the Employment Relations Info-line on 0800 800 863 or on its website at www.ers.dol.govt.nz
- pamphlets/fact sheets from the Employment Relations Service
- a lawyer, a community law centre or an employment relations consultant.

6.3.3 **DISCUSS THE PROBLEM WITH THE EMPLOYER**

If the employee or the employer believes that there is a problem, it should be raised as soon as possible. Personal grievances and disputes should be dealt with at first instance in accordance with Clauses 8 and 9 of Part One of this Agreement. Provided the employee feels comfortable doing so, the problem should ordinarily be raised with

the employee's direct manager. Otherwise the problem can be raised with another appropriate manager. A meeting will usually then be arranged where the problem can be discussed. The employee should feel free to bring a support person with them to the meeting if they wish.

The parties will then try to establish the facts of the problem and discuss possible solutions.

6.3.4 **THE NEXT STEPS**

If the parties are not able to resolve the problem by talking to each other, the employee or the employer or both have a number of options:

- Contact the Employment Relations Infoline, who can provide information and/or refer the parties to mediation;
- Take part in mediation provided by the Employment Relations Service (or the parties can agree to get their own mediator);
- If the parties reach agreement, a mediator provided by the Employment Relations Service can sign the agreed settlement, which will be binding on the parties;
- Agree to have the mediator provided by the ERS decide the problem for the parties, in which case that decision will be binding on the parties;
- If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation;
- The Authority can direct the parties to mediation, or can investigate the problem and issue a determination;
- If one or other of the parties is not happy with the Authority's determination, that party can refer the problem to the Employment Court;
- In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal.

6.3.5 **PERSONAL GRIEVANCES**

If the problem is a personal grievance, then the employee must raise it within 90 days of when the facts that give rise to the grievance occur or come to their attention. A personal grievance can only be raised outside this time frame with the agreement of the employer or in exceptional circumstances.

PART 6 – SCHEDULE FOUR - AGREED WORKING PARTIES/PROJECTS

6.4 The Union and the Fire Service commit to the following projects in good faith and will genuinely co-operate to achieve the objectives referred to in each project:

FLEXIBLE EMPLOYMENT ARRANGEMENTS

6.4.1 The Union and Employer agree to explore more flexible working arrangements that enable employees to achieve work/life balance and better meet their family commitments. The parties will meet to develop an agreed framework for **job sharing**. **Job sharing** will enable existing employees to elect to share a position for a fixed period under specific conditions and with the agreement of the Employer. Once the specific conditions surrounding this arrangement is agreed Job Sharing will be piloted

in three Districts for a period of time agreed with the parties. Subject to a review of the pilots, the arrangement may be formalised into the Collective Employment Agreement.

SUPERANNUATION – LOSS OF MEDICAL/PHYSICAL FITNESS

6.4.2 The Union and Employer agree to form a working party to review the payment of benefits under the NZFS Superannuation Scheme to members whose employment is terminated due to loss of medical/Physical fitness. The objective of the review will be to spread the value of the benefit more evenly over a longer term but within the average cost to the employer over the past five years and without creating perverse incentives.

The parties will also examine the wider issue of permanent disablement and death, reviewing the compensation presently provided directly or indirectly by the employer.

IMPLEMENTATION OF THE STATION MANAGEMENT SYSTEM(SMS)

6.4.3 The Union and Employer commit to implement SMS 2 rostering in those stations set out in the Heads of Agreement document – dated 14 September 2006. On implementation of SMS 2 in all listed stations and the commencement of training in Auckland, the SMS payment set out in this agreement will be paid. The parties also note their agreement to implement SMS 2 Rostering in Auckland by 31 March 2007.

6.4.4 MEALS AT EMERGENCY INCIDENTS

The Union and Employer will form a working party to review the provision of meals at emergency incidents . The intention of the parties is to achieve relative national consistency and ensure that meals are actually provided wherever possible, consistent with the requirements of the incident and the availability of resources to supply and deliver meals.

6.4.5 COMMUNICATIONS CENTRE WORKING PARTY

The Union and Employer will re-convene the Communications Centre working party on progression to:

- Update the progression criteria; and
- To consider the introduction of a limited on-call allowance in the event that management requires Comcen personnel to be on standby for a specific operational reason.

PART 6 – SCHEDULE FIVE – STATION MANAGEMENT SYSTEM: UNDERPINNING NATIONAL PRINCIPLES

Introduction

6.5.1 The New Zealand Fire Service (NZFS) and the New Zealand Professional Firefighters' Union (NZPFU) are committed to implementing a Station Management System (SMS). When completed, the SMS will comprise:

- a work planning/scheduling process based upon annual station business plans;
- an activity recording and reporting capability to record work completed;
- a skills maintenance record;
- rostering and automated pay features that interface with the NZFS's Payroll and Human Resource Management Information System (HRMIS);

- emergency incidents and non-emergency activities recording; and
- attendance records.

SMS is both a bottom-up business planning approach and a supporting software. The parties are committed to SMS because it:

- enables frontline personnel to be directly involved and influence their own work programmes;
- enables the organisation to demonstrate the contribution that its people make to serving their communities;
- enables the parties to move away from routine hours of work towards greater flexibility and trust; and
- automates and simplifies manual processes and provides permanent records of training and attendance, particularly from a health and safety perspective.

SMS is not:

- a means to “make work” or introduce meaningless activities;
- a competition or comparison between watches, stations, districts or regions;
- a system for management to excessively monitor firefighters’ activities without good cause.

6.5.2 **CONSULTATION & PARTNERSHIP**

SMS is founded upon consultation and partnership between the NZFS and NZPFU. This means that:

- the direction and detail of SMS will be determined by agreement;
- there will be no surprises by either party;
- there will be joint steering groups that oversee the development and deployment of SMS, including once SMS becomes fully operational; and
- both parties will endeavour to understand and accommodate each others needs wherever possible.

6.5.3 **MANAGEMENT’S ROLE**

Management has a legitimate responsibility to ensure that business planning is undertaken in a consistent and reasonable manner and complies with all legal requirements. Management have an obligation to ensure that the NZFS is operated efficiently and effectively and, therefore, must oversee and facilitate the planning and reporting functions performed through SMS. It is reasonable for management to monitor output plans and ensure that work groups remain on target. Management should discuss any concerns over business plans or progress directly with firefighters and seek to reach agreement through open dialogue. Under no circumstances are management to unilaterally alter objectives, reports or impose targets without consultation with personnel.

Management will provide training on all aspects of SMS –including the underpinning philosophy.

Monitoring should explicitly exclude making comparisons. Any discussions facilitated through the Union.

6.5.4 THE UNION'S ROLE

The Union will take a responsible and committed role in the introduction of SMS and will be proactive in promoting to its members the benefits and obligations that SMS implies.

The Union will attend all consultative working parties and make a timely and considered contribution as its resources allow.

The Union may request and be provided with information from SMS.

PART 6 – SCHEDULE SIX – NATIONAL EMPLOYMENT POLICIES

The following policies are recognised as core employment policies that have been developed in consultation with the Union.

- 6.6.1 Appointment Policy
- 6.6.2 Review of Appointments
- 6.6.3 Transfers, Notification of Vacancies & Appointments Policy
- 6.6.4 Personnel Records Management
- 6.6.5 Gratuities
- 6.6.6 Leave for Fire Service Examinations
- 6.6.7 Entitlements, Processes & Authorisations when Attending Fire Service Training Courses
- 6.6.8 Physical Competency Assessment (PCA Updates: 12 March and 29 May 2003)

DATED THIS

(M Hall)
CHIEF EXECUTIVE/NATIONAL COMMANDER

(D Best)
NATIONAL SECRETARY
NEW ZEALAND PROFESSIONAL FIREFIGHTERS' UNION

APPOINTMENT POLICY

Introduction

Section 65 of the Fire Service Act 1975 states that “the Chief Executive, in making an appointment shall give preference to the person who is best suited to the position”. Vacancies and positions should, wherever practicable, be advertised in a way that encourages people with the right skills, knowledge and attributes to apply.

Every appointment (other than that of acting, temporary or casual employee) is also required by the Act to be notified to members of the Fire Service. This is usually done through publication in the New Zealand Fire Service Gazette.

Policy

The New Zealand Fire Service will appoint the **best-suited person** to any vacancy, and will use selection practices that enable suitably qualified persons to apply and be considered.

The best-suited person may be appointed internally, or from outside the Fire Service, unless there are compelling business reasons to select from internal candidates only.

Exceptions to this policy are:

- People who do not have a legal right to work in New Zealand will not be considered for appointment unless they obtain a work permit or permanent residency before their appointment commences.
 - People who have convictions against the law may be appointed to a position at the discretion of the appointing officer having regard to the responsibilities of the position, the type of conviction and the date of its occurrence. For further information refer to the Security Screening Procedures.
-

Relevant Information

This section should be read in conjunction with:

- Privacy Act 1993
 - Human Rights Act 1993
 - Employment Relations Act 2000
 - EEO Policy
 - Cessation Best Practice - Information from exit interviews should be considered.
-

Process

All selection processes must involve:

- shortlisting based on key competencies for the role;
- interviewing using behavioural or structured techniques; and
- reference checking for the preferred applicant.

It is recommended best practice that selection also involve, where appropriate:

- assessment centres (if appropriate);
- work sample testing (if appropriate);
- applicant self assessment
- panel interviews; and
- pre-entry physical testing for firefighter roles.

Human Resources will provide the policy and guidelines in respect of job evaluation and remuneration for new or changed positions.

Human Resources Consultants are able to provide practical assistance and advice to Managers, Fire Region Managers and CFO's in all aspects of recruitment for new or changed positions.

A best practice guide covering all aspects of best practice recruitment processes is available on K-net or from Human Resources.

Key Personnel and Roles

Fire Region Managers, Chief Fire Officers, and Managers within National Headquarters are responsible for all aspects of:

- Advertising
- Selection
- Communication with Applicants

Human Resources Consultants are able to provide assistance and advice in all aspects of recruitment, including maintaining position descriptions.

Accountabilities

1. Managers and Chief Fire Officers are responsible for the operation of this policy.
2. Human Resource Consultants are responsible for providing support and advice to Chiefs and Managers in respect of the application of this policy.

3. Senior Advisor HR Policy and Development is responsible for the maintenance and updating of this policy.
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Assistance

For further assistance or advice please contact:

- *Human Resources Consultants*
-

REVIEW OF APPOINTMENTS POLICY

(Non-Appointment Review Procedures)

Introduction

Under Section 67 of the Fire Service Act 1975, the Fire Service must have a process for reviewing appointments that are the subject of any complaint by an employee of the Fire Service.

The review process is designed to be clear, simple and economic to operate, and will be open to external audit and input as appropriate. Reviews will generally be resourced internally, and resolved as promptly as possible (i.e. without undue delay).

Who Can Request a Review?

Any employee of the New Zealand Fire Service has the right to request a review of appointment unless the appointment is:

- to a temporary or acting appointment;
- to one of the following positions -
 - Chief Executive Officer
 - National Commander
 - Deputy National Commander
 - Fire Region Manager

Generally where the employee seeking a review did not apply for a vacancy that was advertised only the informal review will be available.

Where the employee seeking a review applied for the vacancy, or would have applied for the vacancy but it was not advertised, both the informal and full review procedures will be available.

Subject of the Review

Reviews will generally be based on **substance** (for example the applicant feels they were the best-suited person for the job), and/or **process** (for example the applicant feels they were not afforded a fair assessment during the appointment process).

Informal Review

Employees may seek an **informal review** (generally within the same timeframe as for a formal review).

An informal review is the provision of information in regard to the appointment process and decision. Reasonable assistance is to be given to those seeking information, as formal reviews

may be rendered unnecessary if an individual understands the reason for the appointment decision.

Requests for informal review will usually be sent to the Chairperson of the Appointment Panel / Manager of the vacant position.

What Information May be Accessed?

The employee seeking the review may access any information about themselves, other than reference's (if the person providing the reference had an express or implied agreement with the Fire Service, that the reference would be kept confidential).

They may request **assessment and selection information only** about the person who has been offered the position. This may help to clarify why they were not considered the best-suited applicant.

The successful applicant should be informed at the time they are offered the position that assessment and selection information about them, may be made available to staff who seek a review.

In general terms the following will be considered assessment and selection information:

- A summary of the relevant experience and qualifications.
- Outcome of the shortlisting or Interview panel's assessment against key competencies or criteria as recorded on relevant matrix.

Whenever information is provided both the Official Information Act and Privacy Act should be considered.

Formal Review

An applicant unsatisfied with the explanation given may seek a formal review. A request for a formal review must be made in writing and received within 14 days, (inclusive of any time spent on an informal review), of the publication of an appointment in the Fire Service Gazette or other written notification of the outcome to the appointment process, whichever is the earlier.

Applications for full review must include:

- (i) A full statement setting out the basis of the complaint.
 - (ii) The reason why the applicant considers he/she deserves further consideration.
 - (iii) The remedy sought.
-
-

Requests for full review of appointment in terms of section 67 of the Fire Service Act 1975 must be sent to the applicable Fire Region Manager or the Director of Human Resources as appropriate.

Where the applicable Fire Region Manager was a member of the selection panel the request should be sent to the Director of Human Resources.

Where the Director of Human Resources was a member of the selection panel the request may be sent directly to the Chief Executive.

Formal Review Process

The Fire Region Manager or Director of Human Resources (or delegate, as appropriate) will forward the request to the Chief Executive confirming the applicant meets the criteria for eligibility to the full review process.

Provided that the application complies with the criteria listed under the heading “Who can request a review?” (above), the Chief Executive will appoint a Review Committee with instructions that the review is to be completed and recommendations forwarded to reach the Chief Executive no later than 21 days later.

If a formal review is initiated before the appointee commences in the role, the appointment will be deferred until the review is completed.

Review Committee

It is recommended that a Review Committee should consist of:

- a senior HR person acting alone if the applicant for review agrees; or
- a senior HR person and a senior operational person, or a person with a practical knowledge of the position under review.

The Chief Executive will determine the composition of the Review Committee for any position, taking into consideration the skills or attributes required and the principle of fairness to the applicant for review.

Members of the original selection panel, or those responsible for making the initial appointments, are not to sit on Review Committees for any appointment decision for which they have been wholly or partly responsible.

The Chief Executive will consider any representations the

review applicant wishes to make concerning the composition of the Review Committee.

Process for Review Committee

The Review Committee is to consider the written submissions of the reviewee and written material supplied on behalf of the original selection panel. The Review Committee will consider whether the requirement of section 65 of the Fire Service Act (to appoint the person who is best suited to the position) and/or relevant guidelines and policies (covering due process) have been complied with.

The Review Committee will consider any request by the reviewee to appear in person. The Review Committee may also decide that it needs to interview the reviewee, the appointee or any other person connected with the appointment. If any member is to be interviewed, that person may ask to be accompanied by a friend, employee representative or other supporter.

Recommendations

On completion of the review, the Review Committee is to make recommendations to the Chief Executive. Recommendations may include:

- (i) Confirmation of the original appointment.
- (ii) Cancellation of the original appointment and readvertising, or referral back to the initial selection committee for further consideration.
- (iii) Any other means of addressing the concerns of the reviewee either in whole or in part.

Review Committees may use the attached form for reporting to the Chief Executive.

The Chief Executive will advise reviewees in writing of the decision. The decision of the Chief Executive is final.

Review Costs

The Review of Appointment process is, by nature, designed to be internal and accessible to staff through a straightforward process.

Organisational costs directly resulting from a review are to be met by the Fire Region, or National Headquarters department where the appointment is made.

Examples of costs may include:

- travel or accommodation costs for review panel members,

- any costs associated with an external person appointed by the Chief Executive to act as a Review Panel member.
- travel or accommodation costs for the reviewee where the review panel requires their attendance at any review hearing.

As a general rule the following costs will not be met by the Fire Service:

- costs associated with a reviewee choosing to engage the assistance of a third party (legal representative).
- travel or accommodation costs for the reviewee where the reviewee requests (and is granted) to appear in person.

Key Personnel and Roles

Fire Region Managers, Chief Fire Officers and Department Managers are responsible for ensuring that all staff are aware of this policy, and the associated procedures.

Fire Region Managers will be responsible for advising, supporting and assisting staff with all aspects of this policy.

Human Resource Consultants are also available to provide advice and support in terms of this policy and procedures.

Accountabilities

1. Fire Region Managers are responsible for operation of this policy.
2. Human Resource Consultants or the Senior Advisor HR Policy and Development are responsible for providing support and advice to Fire Region Managers and Chief Fire Officers in respect of the application of this policy.
3. Senior Advisor HR Policy and Development is responsible for the maintenance and updating of this policy.

Assistance

For further assistance or advice please contact:

- *Human Resource Consultants*
 - *Senior Advisor HR Policy and Development*
-

Transfers, Notification of Vacancies & Appointment Policy

Introduction

The New Zealand Fire Service is constituted on the basis of operational staff reporting to a Chief Fire Officer. Chief Fire Officers are appointed to head a defined location, determined by the Fire Service Act to be a District.

The New Zealand Fire Service has a maximum number of operational personnel for each District, known as 'establishment'. From time to time, and for a variety of reasons a staff member may leave a district. When an operational employee permanently leaves a District and as a result the actual staff number is less than the establishment a vacancy is deemed to exist.

The purpose of this policy is to define the steps to be taken, and the delegated authority levels required, when vacancy exists in permanent Districts.

District boundaries current at the time that this policy comes into effect, constitute reasonable geographic boundaries. If the Fire Service intends to alter these boundaries in the future, the Fire Service will consult with the New Zealand Professional Firefighters Union prior to reviewing this policy, to determine whether this policy remains applicable.

Where the Fire Service extends a district's boundary, the Fire Service and the New Zealand Professional Firefighters Union may need to agree certain protections to ensure that employees are not required to transfer to stations beyond a reasonable commuting distance from their previous District boundaries.

Policy

It is Fire Service policy that-

- ◆ Multi-station district vacancies will be notified to personnel within the District in the first instance to allow existing staff of the same rank to apply for transfer to the vacancy in the first case.
- ◆ Where a vacancy is to be filled with staff from outside of the District the vacancy will be notified to all employees equally.
- ◆ Transfer on compassionate grounds will only be permitted

in accordance with laid down procedure.

- ◆ Mutual and Directed Transfers will only be permitted in accordance with laid down procedure.

Scope

This policy applies to permanent (paid) operational positions in Fire Districts only.

This policy does not apply to volunteer positions.

This policy does not apply to Managerial, Communication Centre, uniformed support roles or Administration positions.

Section 1 Vacancies within a Fire District

When a vacancy arises, the following procedure will be adhered to:

- (i) The vacancy will be notified as soon as possible to all employees within the multi-station district to enable those on the same rank, and undertaking the same duties, to express a preference to be transferred into the vacant position. If two or more employees express a wish to be transferred into a position, the Chief Fire Officer will select one employee by following the procedure set out in section 3 (I).
- (ii) At the completion of any intra-District transfers (or in all cases for single station districts), the Chief Fire Officer, in consultation with the Region Manager/Commander, will review whether there remains a position to be filled. Unless there are compelling operational or management considerations that dictate otherwise, the normal approach will be to fill the vacancy.
 - a) An Officer vacancy may be filled on a temporary basis under Section 66 of the Fire Service Act, by a Firefighter or Officer who is otherwise qualified, provided that the circumstances justify it. Normally, Section 66 appointments are reserved for fixed periods of absence or to cover a vacancy until a permanent appointment can be made.
 - b) A Firefighter vacancy may be filled by existing personnel or a new recruit. This will be determined by the Chief Fire Officer, in consultation with the Fire Region Manager. In determining whether to tag a position for a new

recruit, the Chief Fire Officer will take into consideration the impact of any delay in recruiting and training a new recruit, and an appropriate balance between experienced and inexperienced personnel within the District.

**Section 2
Vacancies being
notified outside of
Fire District.**

Once it is determined that a position is to be filled, either at the completion of any intra-district transfers or in a single station district, the following procedure will be adhered to:

- (i) The position will normally be notified to all employees as a vacancy and either-
 - a) seek existing suitably qualified personnel to apply, **or**
 - b) indicate it has been tagged as a “Trainee Firefighter vacancy”. (Where this is the case applications will not be sought to the notice but will be sought through the usual national recruitment campaigns.)
- (ii) The normal process for notification will be the Fire Service Gazette. The vacancy notice will indicate the District into which the appointment will be made and the Station where the vacancy presently exists. A vacancy will normally be notified within one month of it being determined that it is to be filled.
- (iii) Existing Firefighters applying for transfer may make application on the prescribed form entitled “Firefighter Application for Transfer” (attached as an appendix). In exceptional cases where the Chief Fire Officer requires additional material in order to fully consider the application this must also be provided.

Those applying for Officer vacancies, whether through promotion or transfer must make application in the manner set out in the Gazette Notice.

- (iv) Where a Firefighter vacancy is notified as one seeking existing personnel to apply [section 2(i)(a)] and no applications are received the Chief Fire Officer may either hold a position vacant, or determine that the vacancy should be tagged as a “Trainee Firefighter vacancy”.
- (v) A vacancy tagged as a “Trainee Firefighter vacancy”, will be filled from the applicants who have been assessed as suitable for appointment through the national recruitment campaign.

Placement will be at the discretion of the Fire Service based on regional preferences indicated by the applicant. On commencement of a Phase 1 course the Trainee will be advised of their intended station.

Section 3 Criteria for Transfer or Appointment

- (i) In the case of all vacancies notified under 1(i) where more than one qualified employee expresses an interest in the vacancy or Firefighter vacancies notified under 2(i)(a), the following criteria (in order of priority) will be followed to determine the person who is best suited to the position:
1. The specific skills and experience necessary for the vacancy as determined by the Chief Fire Officer.
 2. Where more than one applicant meets the skills and experience required, the best suited may be determined by the applicant with the highest rank.
 3. Where more than one applicant meets the two criteria above, the best suited may be determined by length of service in the rank.
- (ii) Officer vacancies notified under 2(i)(a) shall be filled in accordance with the Recruitment Best Practice Guide.
- (iii) When a vacancy has been notified under 2(i)(a), and an employee has genuine and compelling compassionate grounds for appointment (see Section 4), that employee shall be given priority over other applicants.
-

Section 4 Compassionate Grounds

In order to gain priority over other applicants due to compassionate grounds, the employee must demonstrate -

- a compelling domestic or personal situation (which requires the worker to live in, or close to the District within which the vacancy arises).

That either:

- must NOT have existed at the time that the worker was engaged (note the Recruit Deployment policy),
or
- must NOT be of the worker's choice.

The employee may be required to provide evidence to support any such claim.

- (i) Where the compassionate grounds are likely to occur for a defined period only, the Fire Service may transfer the employee for that time period and may require the employee to transfer back to their normal District at the end of that time period.
- (ii) In the event that a worker is denied transfer from another District on compassionate grounds, the worker may appeal this decision by referring the matter to the Director of Human Resources. The Director of Human Resources shall review the decision by appointing a panel, including a representative from the New Zealand Professional Firefighters' Union to consider the request.

**Section 5
Mutual & Directed
Transfers**

- (i) Two or more Firefighters or two or more Officers can effect a mutual swap between Fire Districts where individual employees agree, and their respective Chief Fire Officers also agree (this agreement will not be unreasonably withheld). All transfer costs are to be borne by the individuals electing to transfer.
- (ii) Officers or Firefighters can, where required for operational reasons, be directed to transfer from one Fire Station to another within a Fire District, but that such directed transfers will not occur across the boundary between Fire Districts. Fourteen days notice of such a transfer shall be given.

Operational reasons include:

- relocation of appliances or functions (such as BA servicing) within a District;
 - a need to re-balance experience and skills within the District to avoid a concentration of inexperienced personnel; or
 - a significant personality conflict between workers.
- (iii) If an Officer or Firefighter believes that he/she has been unreasonably transferred, he/she may request that their Fire Region Manager review the transfer. Such a request must be made no later than 14 days after the date of transfer.

Note: This does not preclude temporary transfer between Fire Districts where such Districts have contiguous boundaries within the same metropolitan area. Such temporary

arrangements must be short term while the position is filled or because of the absence of the position holder.

Accountabilities

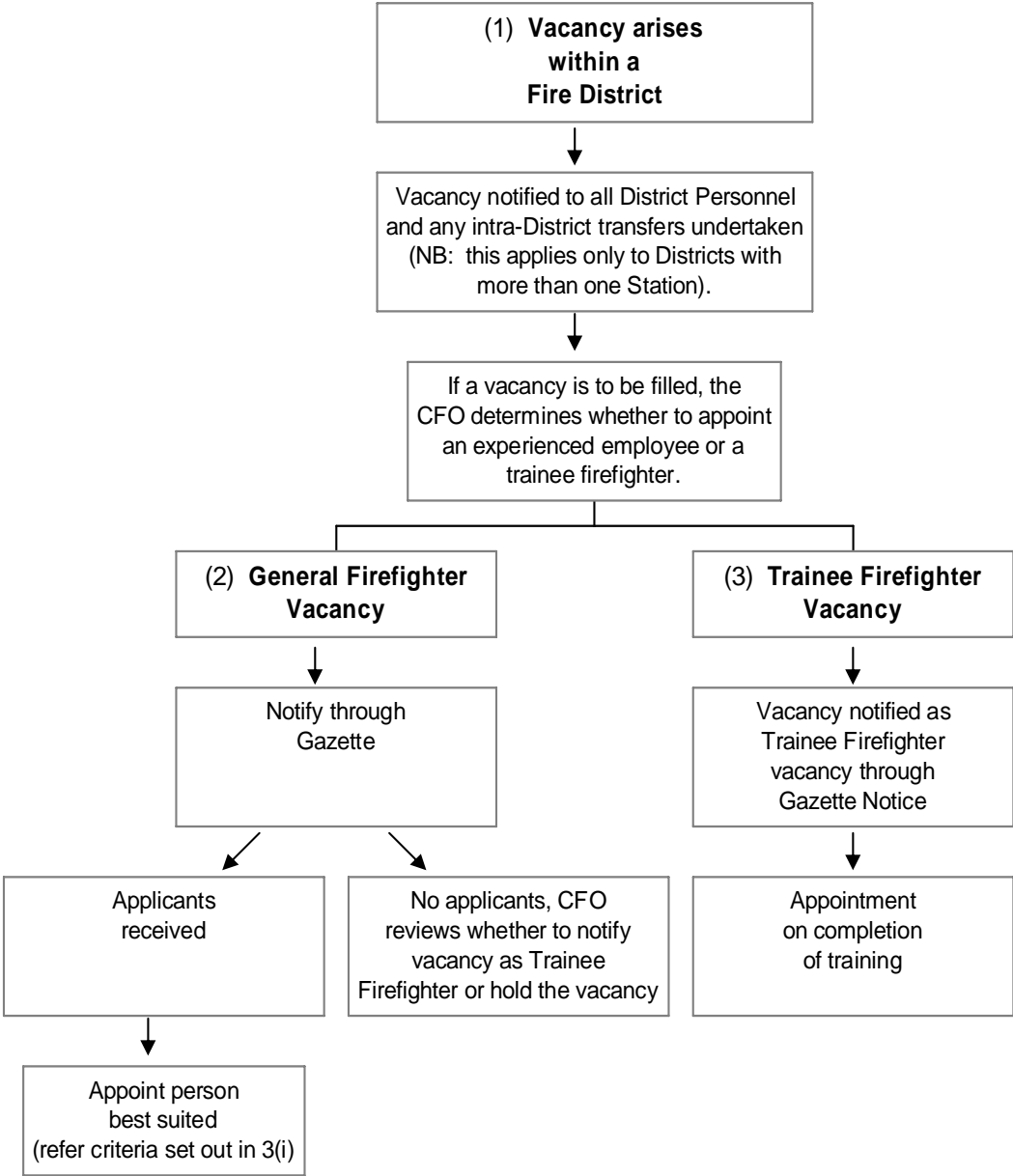
1. Chief Fire Officer and Fire Region Managers are responsible for the operation of this policy.
 2. Human Resource Consultants are responsible for providing advice and guidance on the application of this policy.
 3. Senior Advisor HR Policy and Development is responsible for the maintenance and updating of this policy.
-

Assistance

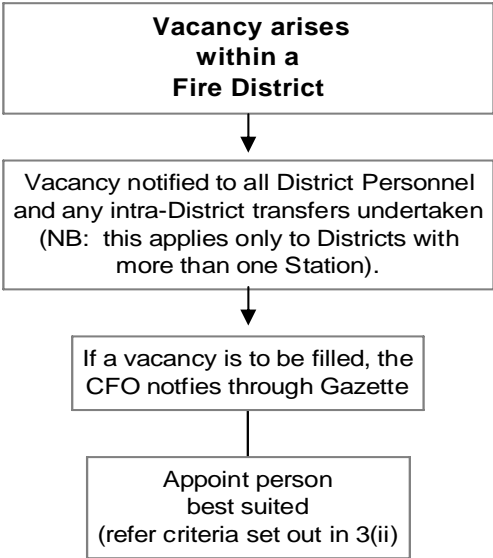
For further assistance or advice please contact:

- *Human Resources Consultants; or*
 - *Senior Advisor HR Policy and Development.*
-

Notification & Filling of Firefighter Vacancies



Notification & Filling of Officer Vacancies





New Zealand Fire Service

Firefighter Application for Transfer

POSITION APPLIED FOR

Vacancy Number: _____ Station / District: _____

PERSONAL DETAILS

Name _____ Rank _____

Contact Details _____

Current Station _____ Current District _____

Current Officer _____ Current C.F.O. _____

WORK HISTORY

Date Entered Service _____ Length of service in rank _____

Previous stations (indicate time at each) _____

Fire Service Exams passed	Fire Service Training Courses	Special Skills (eg BA, Driver)
Firefighter <input type="checkbox"/>	Phase 1 <input type="checkbox"/>	_____
Senior Firefighter <input type="checkbox"/>	Phase 2 <input type="checkbox"/>	_____
Station Officer A <input type="checkbox"/>	Phase 3 <input type="checkbox"/>	_____
Station Officer B <input type="checkbox"/>	Phase 4 <input type="checkbox"/>	_____
Station Officer C <input type="checkbox"/>	Driver Grade 1 <input type="checkbox"/>	_____
	Driver Grade 2 <input type="checkbox"/>	_____

OTHER DETAILS IN SUPPORT OF APPLICATION

(non Fire Service qualifications, I.F.E., Adult teaching etc or compassionate transfer request)

FIREFIGHTER'S SIGN OFF

Verified as correct by current CHIEF FIRE OFFICER

Signed: _____

Signed: _____

Date: _____

Date: _____

PERSONNEL RECORD MANAGEMENT POLICY

Introduction This policy deals with the storage and location of personnel files.

Policy Scope / Purpose The purpose of this policy is to ensure that personnel records are:

- complete records of an employee's work history;
- consistent in format;
- securely held;
- compliant with relevant legislation

Policy **General - Physical Files**

Personnel files are only to include information relevant to the employee's employment relationship with the New Zealand Fire Service (NZFS) .

The following is information that must be kept on personnel files for the duration of an employee's employment:

- Documentation on initial appointment to the Fire Service (Application form and CV)
- Reference Checks
- Employment Agreement(s)
- Remuneration Adjustments & Payments
- Records of training and qualifications

- Performance management agreements and correspondence
-
- Any formal correspondence between the New Zealand Fire Service and the employee which is not subject to the guidelines below;

After the time periods indicated below certain documents may be removed from personnel files and disposed of.

- Training applications and other correspondence on training courses – but not training certificates or records (2 years or as long as administratively required);
- Leave requests (7 years);
- File notes on non-controversial issues (2 years);
- Records of disciplinary action – as per clause 1.5.4 of this collective agreement – if the employee had no adverse entries against him or her from two years from the expiry of any warning letter then they have the right to have the adverse entry removed from their personnel file. (Note: this does not preclude the NZFS retaining records of disciplinary action in non-personnel files for up to seven years. It is also subject to the Public Records Act 2005;)
- Performance management/staff assessments (7 years).

All files must be held in secure locations and locked away at all times.

New Zealand Fire Service personnel records must comply with the following legislation:

- Privacy Act 1993
- Official Information Act 1982
- Wages Protection Act 1983
- Human Rights Act 1993
- Public Records Act 2005

All personnel files *will remain the property* of the New Zealand Fire Service. In the case of employees who leave for what ever reason, files will be kept for a period of ten years after the employee ceases their employment with the NZFS, or whatever time is deemed necessary in order for the New Zealand Fire Service to meet any statutory or legal responsibilities. At the end of this period the file will be assessed and retained in accordance with any specific appraisal authority granted by Archives New Zealand.

Location of Personnel Files

A: Operational Frontline Firefighters and Officers

Personnel records are to be held by either the Chief Fire Officer at district level or the Fire Region Manager's delegate at regional level.

Recruits' files are held by the Region to which they are recruited. Information directly associated with recruits' recruitment and training may be held by the National

Recruitment Manager and/or the Recruit Course Chief Instructor.

B: Communications Staff

Personnel records are to be held by the respective Comcen Manager.

C: Regional Support Staff

Personnel records are to be held by the Fire Region Manager, or delegate, at regional office level.

D: Training Department Staff

Personnel records are to be held by the Director, Operations and Training, or delegate.

E: National Headquarters Staff

Personnel records are to be held by the Human Resources Department.

F: All other Employees on the Monthly Payroll

Personnel records are held by Senior Advisor Remuneration and Performance Management, National Headquarters.

G: Direct Reports to the Chief Executive

Personnel records are held by the Director, Human Resources , National Headquarters.

Employee access to their Personnel Records

All employees have the right to view their Fire Service personnel records (other than evaluative material – see definition below). The following process must be followed:

1. Employee must make a written request to their manager.
2. The manager must must remove any evaluative material from the file before showing it to the employee.
3. If there is other material the manager is not comfortable with the employee seeing, or the manager is unsure if material is evaluative material, they should seek HR advice.
4. The manager should inform the employee where and when

the file may be viewed. This will be as soon as practicable after the request is received. Under the Privacy Act this must be within 20 days of receiving the request.

5. The employee, with or without a representative, can view their file in a private secure area, but are not entitled to remove it. Access to the file will be supervised at all times.
6. If the employee wants a copy of any of the documents on their file, these can be marked and will be copied by the employer.
7. Staff shall not be allowed access to their personnel records unless this process is followed.

Register of File Activity

A register of activity is to be maintained on each file and held at the front of the file.

The register should detail when, why and who has viewed the file, but this should not include the routine administrative task of adding documents to the file.

When a file is removed from its usual storage location the register should remain in its place to indicate the file is 'out'. Details of who the file has been sent to must be recorded on the register.

Where a file has to be removed from its usual location it should be delivered in person wherever practicable. Where this is not practicable transportation must provide a suitable tracking, such as signature on delivery.

Employee files may not be transported via standard mail or DX services.

Evaluative Material

Evaluative material is information subject to an obligation of confidence and which is compiled solely for the purpose of assessing the suitability, eligibility or qualifications of a person for employment, promotion, or removal from employment.

The Privacy Act allows the NZFS to withhold evaluative material from the individual in respect of whom, it is compiled.

Evaluative material held on a personnel file should be placed in a separate envelope marked 'Confidential Evaluative Material'

attached to the inside front cover of the personnel file.

Authorised Access to Personnel Records

Employee files may be accessed by the following Fire Service personnel only:

1. Human Resources staff either responsible for their maintenance and/or in the course of completing their duties.
2. Line management from the rank of Deputy Chief Fire Officer upwards may access personnel records for all employees within their span of control.
3. In order to facilitate appointments and/or transfers management staff may access files upon obtaining consent from both the employee and their line manager.
4. Administration staff delegated specific responsibility for updating personnel files. Such staff must be made fully aware of this Policy.

In exceptional circumstances the Chief Executive may authorise individuals outside of those listed, specific access to employee files.

Computerised Files

Hard copies or other suitable backups of all significant computerised personnel records are to be maintained where appropriate.

The implementation of a new Human Resource Information System has widened the access to computerised personnel files and information.

Security is maintained through limited password access. Only staff whose position results in genuine business reason will be provided training and access to computerised records, other than their own.

Those staff are then responsible for the integrity of security, accessed through their individual password.

Definitions

Evaluative Material is defined in the body of this Policy.

Key Personnel and Roles

Fire Region Managers are responsible for the secure storage and maintenance of operational firefighters and regional support employee files.

Comcen Managers and Director, Operations & Training are responsible for the secure storage and maintenance their employee's files.

Human Resources are responsible for the secure storage and maintenance of employee files for all other support staff, monthly payroll staff and direct reports to the Chief Executive.

Accountabilities

The Chief Executive is accountable to the Commission to ensure that New Zealand Fire Service operations adhere to and maintain this policy.

The Director of Human Resource is responsible for maintaining and updating this policy in conjunction with the senior management team.

Assistance

Human Resources:

GRATUITY POLICY

Introduction

This policy outlines the rules applicable to the payment of gratuities on retirement from the Fire Service or on the death of an employee as provided for in section 55 of the Fire Service Act 1975 or as a volunteer under section 56 of that Act.

Policy

Gratuities are paid in accordance with the provisions of Section 55 of the Fire Service Act 1975 in respect of employees of the New Zealand Fire Service, and Section 56 in respect of volunteers.

Gratuities are discretionary payments but will not be unreasonably withheld. Every case for the payment of a gratuity will be considered on its merits. In the event that an employee is dismissed, he or she will not be entitled to a gratuity. Where an employee retires or resigns immediately prior to the conclusion of a disciplinary investigation which, if proven, is likely to result in the employee's immediate termination, or the employee resigns following a being charged with or convicted of a criminal offence, the gratuity may be withheld. However, each case will be assessed on a case by case basis.

The authority for the approval of gratuity payments is delegated to Fire Region Commanders within Commission policies.

Retiring Leave

Provided that an employee has the necessary qualifying service and is on an individual employment agreement based on the expired Non-Uniformed Collective Employment, he or she has the option of a retiring leave payment instead of a gratuity.

Qualification for Gratuity

In order to qualify for a gratuity payment, both employees and volunteers must have completed ten years continuous service with the New Zealand Fire Service either as a volunteer or as an employee. Service as a volunteer cannot be added to service as an employee to reach the 10 years continuous service. However, where an individual has completed 10 years as a volunteer and 10 years paid service, he or she is entitled to receive gratuity payments for both periods of service in accordance with the provisions of the Fire Service Act.

The full qualifying period for a payment equivalent to six months pay is 35 years continuous service at the time of retirement.

Employees are not eligible for a gratuity in respect of any second, or subsequent periods of paid service if a gratuity has been paid for a previous continuous paid service of 10 years or more at any time.

Gratuity Payable on Retirement

If an employee is to receive a gratuity, the amount payable is calculated as follows:

- Between 10 and 35 years continuous service, an amount equal to $1/35^{\text{th}}$ of six months pay for each year of service, or part thereof;
- After 35 years service, an amount equal to six months pay.

All Gratuity payments are subject to the deduction of Income Tax at the appropriate rate.

For fire fighters and other operational personnel who are on a weekly wage, the rate payable at the time of retirement for the purposes of the Act shall be the last "standard pay" received on or before the date of retirement. Standard pay shall be the employee's basic pay, plus standard additional pay. For salaried staff the rate payable shall be calculated on the base salary for the position occupied by the employee at the time of retirement.

Six months' pay for gratuity purposes, either full or proportionate, shall be based on the last standard pay for a seven-day week, converted to an annual sum.

Calculation of continuous service

For calculating continuous service, any approved leave without pay except parental leave shall have the effect of interrupting but not breaking service. That is, it will count towards the required total ten years continuous service but the period of leave will not count in the calculation of the gratuity payment. In the case of parental leave taken pursuant to the Parental Leave and Employment Protection Act 1987, the period of leave shall count in the calculation of the gratuity payment.

Service with the any of the following will count towards the calculation of continuous service for gratuity purposes:

- any predecessor of the New Zealand Fire Service Commission;
- any Urban Fire Authority declared and constituted under the Fire Services Act 1972 or with the predecessor of any such Authority; or
- the Public Service.

For the purposes of determining whether previous service in the Public Service counts towards the payment of a gratuity, Public Service will, in most cases, mean paid service with any of the organisations listed in **Appendix A**. For any Service prior to 1962, the rules may be slightly different. In that case, please contact the Senior Advisor Employee Relations.

It should be noted that continuous service of at least 10 years does not necessarily have to be immediately preceding the date of retirement. Provided any one period of continuous service is at least 10 years, other periods of service (more or less than 10 years) may be recognised. A statutory declaration by the applicant that he or she has not received any gratuity, or equivalent public service payment, for the stated period(s) of service should accompany such applications.

Gratuity Payment on Death

On the death of an employee or a volunteer, whether before or after his/her retirement but before he/she has received a gratuity under the paragraphs above, the Commission may, irrespective of the length of continuous service, pay dependants or any of them a gratuity on the basis set out above at the rate payable to the employee at the time of retirement or prior to death.

These rules shall not preclude the exercising of discretion in particular cases, depending upon special circumstances as recommended by Fire Region Commanders.

Gratuity - Ex Gratia Payments

The Chief Executive may exercise discretion in respect of *ex gratia* payments to employees who leave the New Zealand Fire Service as either a consequence of redundancy, voluntary severance or voluntary resignation. In any event, the employee seeking an *ex gratia* payment must have at least ten years continuous service as is prescribed in respect of a gratuity payment. An *ex gratia* payment awarded under this policy will not in any circumstances be greater than the employee could expect to receive by way of a gratuity.

Accountabilities

1. Fire Region Managers, Chief Fire Officers and Managers are responsible for operation of this policy.
2. Human Resource Consultants are responsible for providing administrative support in respect of the application of this policy.
3. Senior Advisor Employee Relations is responsible for

providing advice on this policy, as well as the maintenance and updating of this policy.

Assistance

For further assistance or advice please contact:

Senior Advisor Employee Relations

Appendix A
PUBLIC SERVICE

Department of Agriculture
Air Department
Army Department
Audit Department
Crown Law Office
Customs Department
Department of Defence
Department of Education
New Zealand Electricity Department
Department of External Affairs
New Zealand Forest Service
Government Life Insurance Office
Government Printing Office
Department of Health
Department of Industries and Commerce
Inland Revenue Department
Department of Internal Affairs
Department of Island Territories
Department of Justice
Department of Labour
Department of Lands and Survey
Department of Maori Affairs
Marine Department
Mines Department
Navy Department
Police Department
Prime Minister's Department
Office of the State Services Commission
Public Trust Office
Department of Scientific and Industrial Research
Social Security Department
State Advances Corporation of New Zealand
State Fire Insurance Office
Department of Statistics
Tourist and Publicity Department
Transport Department
The Treasury
Valuation Department
Ministry of Works

Fire Service Examination Policy

The following policy applies to the granting of leave to undertake Fire Service Examinations:

On-Duty Staff

Where staff are on-duty, they shall be released from duty and a call-back arranged to cover the time of absence.

Off-Duty Staff

Where staff are off-duty, they shall be paid at a rate of ordinary time for the period they are sitting the examination.

On-Duty Staff – Part A/B of SO Exam

Where on-duty staff are sitting either Part A or Part B of the Station Officers examination, they shall be required to work the remaining part of their shift and any call-backs organised accordingly.

Entitlements, Processes and Authorisations when attending Fire Service Training Courses

Introduction

From time to time New Zealand Fire Service employees are required to attend Fire Service training courses. In most cases this will involve employees travelling and may include staying away from home for the duration of a course.

The purpose of this document is to set out the entitlements, processes and authorisations required for accommodation, meals, allowances and other expenditure incurred as a result of an employee undertaking such training as a trainee, or in certain circumstances a trainer.

Scope

Practices outlined in this document apply only to employees of the New Zealand Fire Service who are attending Fire Service training courses administered by the Professional Development Unit (PDU) or Regional Training.

Employees undertaking 'in service training' will not have entitlements under this practice.

Employees attending training courses that are not administered by the PDU or Regional Training should refer to the policy on Business Expenditure and Domestic Travel (POL FA 4.8).

(See 'Definitions' for further clarity on courses covered by is practice)

Members of volunteer Fire Brigades should refer to the policy on Reimbursement for Loss of Income (POL HR 6.8).

Practice

It is the Fire Service's obligation to ensure staff attending training courses have access to suitable;

- Accommodation,
- Meals, and
- Travel

that meet Fire Service principles in terms of spending public funds.

Within this practice a range of suitable options have been identified. In many instances these fall outside of the general principle to pay 'actual and reasonable' expenses, as

prescribed in the Business Expenditure and Domestic Travel Policy (POL FA 4.8).

Therefore this practice is an exception outside of the Business Expenditure and Domestic Travel Policy. To ensure the integrity of this practice, decisions relating to options to be applied to any individual on any particular course is limited to authorised personnel within the Operational Support and Training Group or Regional Training, depending on which unit has responsibility for the course.

Notification to Course Attendees

Prior to commencing a training course attendees will be notified of the following:

1. Location of the course.
2. Whether they are deemed to be 'living away from home'.
3. Accommodation arrangement, if 'living away from home'.
4. Meal arrangements, 'if living away from home'.
5. Maximum daily entitlement for allowances or meals.
6. Travel arrangements.
7. Process for claims of allowances and reimbursements.
8. Process for callback claims by District.

These arrangements will be determined by the NZFS, with due consideration given to:

- The location of the course;
- The duration of the course;
- The normal working location of the employee.

Course attendees and/or their manager are not permitted to vary those arrangements without prior written approval of the Operational Support and Training Group or Regional Training as the case may be.

ENTITLEMENTS FOR THOSE LIVING AWAY FROM HOME

Definition

Living away from home:

Any New Zealand Fire Service employee attending an approved training course, who is required to live in one of the defined accommodation options for the duration of the training course.

Generally this will apply where the one way distance between the course venue and the normal place of work or the attendee's home (which ever is the shorter distance) is in excess of 75 kilometres.

Accommodation

The Fire Service will arrange suitable accommodation for staff deemed to be 'living away from home' for the duration of the training course. Accommodation costs will be paid directly by the Fire Service.

Depending on the location of the course and the availability of suitable accommodation, the accommodation will be:

1. Hotel / motel type accommodation with on premises restaurant facilities.
2. Hotel / motel type accommodation with cooking facilities adequate to prepare light meals (such as breakfast), and with easy access of other restaurant facilities for more substantial meals.
3. Hotel / motel type accommodation with full kitchen facilities provided.
4. Residential courses with all living arrangements provided.
5. Residential courses with full kitchen facilities provided.

Accommodation will be on the basis of one employee in each designated bedroom.

Accommodation with shared bathroom and kitchen/lounge facilities servicing a number of bedrooms may be utilised to accommodate a number of employees, provided they are of the same gender and each have a separate bedroom.

Male and female employees will not be required to share bedroom or bathroom facilities.

Meals

Evening Meal and Breakfast

Those 'living away from home' for the duration of the training course will be entitled to suitable evening meals and breakfasts while staying in Fire Service arranged accommodation.

Dependent on the location of the course and the accommodation arranged this will be:

- A. Meal Allowance for meals purchased or food purchased and prepared by the employee.
- B. Meals purchased at the accommodation and paid directly by the Fire Service as part of the accommodation account.
- C. Actual and reasonable meal reimbursement for meals purchased at a restaurant either attached to, or independent of, the accommodation site.

Accommodation type	Guide on appropriate meal option (above)
Hotel/motel with restaurant	A, B or C
Hotel/motel with some cooking facilities	A or C
Hotel/motel with full kitchen	A
Residential Courses with food provided	B
Residential Courses with full kitchen	A

It will be the norm, but not the rule, that Meal Allowance be paid rather than actual and reasonable reimbursement in respect of those having to purchase meals under provisions in this practice.

However, the final discretion on which alternative is to be applied, in any given situation, rests with the PDU or Regional Training.

Lunch

Where a course is run over a whole day, a suitable lunch will be provided to all course attendees. Where this is not practical, course attendees will be provided with the stated allowance for the purchase of a lunch time meal.

Where a course is run for only half a day, lunch will not be provided.

Those attending half-day courses who are deemed to be 'living away from home' will be entitled to purchase a suitable lunch and seek reimbursement up to the maximum amount.

Travel

Costs of Travel / Travel Reimbursement / Mileage

Reasonable costs associated with attendees travel will be paid. Where no cost is incurred, eg the attendee, uses a Fire Service vehicle or shares a private vehicle with another attendee, no reimbursement or payment will be paid.

Generally travel will be by publicly available transport (eg train, bus, aeroplane or ferry). Public transport may be supplemented by taxi only where this is an economical mode of transport (eg where the attendee has flown between cities and needs to travel on to the training venue or accommodation.)

Where public transport is used this will be booked and paid for by the PDU or Regional Training.

The use of private vehicles for transport to courses will be at the attendee's own expense and risk.

Staff wishing to utilise their own private vehicle must advise

the PDU or Regional Training in sufficient time to ensure no cancellation fee is incurred on pre booked transport.

Where an attendee elects to use a private vehicle, reimbursement will be based on mileage rate per kilometre to a maximum reimbursement equivalent to the costs which would have been incurred using public transport. The value will be determined by the PDU or Regional Training based on the public transport that would have been used but for the attendee electing to use their private vehicle (eg where the attendee would have been flown between cities the maximum reimbursement will be equal to the cost of the return flight).

Course attendees who are living away from home are not eligible to claim mileage for travel on a daily basis.

Travel Time

Attendees deemed to be living away from home are entitled to claim for time spent travelling once from the home to the training venue or accommodation facility and once from the training venue or accommodation to the home. Travel time will be calculated on actual time spent travelling. Where an attendee is assigned to black watch, travel time is calculated for time spent travelling outside normal black watch hours.

Return Trip Home

Attendees at courses of 3 weeks duration will be entitled to one paid return trip home to coincide with a weekend during the course. All course attendees will travel on the same weekend. The weekend will be selected by the course Manager giving due consideration to the course requirements.

Trainee firefighters attending a Phase 1 course will not be entitled to any paid travel home during the course.

Daily Incidentals Allowance

All course attendees are entitled to a daily incidentals allowance.

Daily incidentals allowance will, where ever possible, be paid in advance of course attendance on a weekly basis.

Where a course is longer than two weeks in duration the allowance will be paid in weekly instalments.

Where an attendee is nominated for a course without sufficient time to arrange such pre-payment, or in the case of a new employee attending a Phase one course, the initial payment of

daily allowance will be paid in the first pay period administratively available. Any subsequent payment will then be made in advance.

Use of Telephone Course attendees required to live away from home will be provided with access to a telephone in order to call home. Entitlement will be for one telephone call of reasonable duration each day.

ENTITLEMENTS FOR THOSE LIVING AT HOME

Definition Living at home:
Any person who is not being required to live in supplied accommodation for the duration of the training course.

Accommodation Attendees who are living at home have no entitlement to Accommodation.

Meals Evening Meal and Breakfast
Attendees who are living at home have no entitlement to reimbursement for Evening Meal or Breakfast.

Lunch
Where a course is run over a whole day, a suitable lunch will be provided to all course attendees. Where this is not practical, course attendees will be provided with the stated allowance for the purchase of a lunch time meal.

Where a course is run for only half a day, lunch will not be provided. Attendees who are living at home have no entitlement to reimbursement for lunch when attending a half day course.

Travel Travel Reimbursement / Mileage
Course attendees who are deemed to be living at home are entitled to be re-imbursed for travel on a daily basis.

Travel re-imburement will be paid where the distance between the attendees home and the training venue is greater than the distance between the home and normal place of work. Mileage will be paid on a per kilometre basis for the additional travel incurred to travel to and from the training venue.

Expense claims for travel re-imburement should be submitted

on a weekly basis for payment on the following Tuesday.

Travel Time

Course attendees required to travel outside normal working hours applicable for their watch will be entitled to payment of travel time.

Travel time will be paid where the distance between the attendees home and the training venue is greater than the distance between the home and normal place of work. Travel time will be calculated on the additional time spent travelling to and from the training venue.

Travel time will be paid at the appropriate hourly rate for each 15 minutes or part thereof spent travelling from the normal place of work to the training venue.

Daily Incidentals Allowance

All course attendees are entitled to a daily incidentals allowance.

Daily incidentals allowance will, where ever possible, be paid in advance of course attendance on a weekly basis.

Where a course is longer than two weeks in duration the allowance will be paid in weekly instalments.

Where an attendee is nominated for a course without sufficient time to arrange such pre-payment, or in the case of a new employee attending a Phase one course, the initial payment of daily allowance will be paid in the first pay period administratively available. Any subsequent payment will then be made in advance.

Use of Telephone

Attendees living at home have no entitlement under this provision.

PROVISIONS APPLICABLE TO ALL ATTENDEES

Watch Transfer and Overtime

Courses of 3 days or more

Where course duration is for 3 days or more, attendees will be assigned to Black Watch.

Transfer to Black Watch will ensure at least 2 clear rest days between the cessation of the last on duty shift and commencement of training. Transfer back from Black Watch will ensure at least 2 clear rest days before the commencement of the first on duty shift. Assignment to Black

Watch will be for the duration of the course.

The following are *examples* of the last operational shift before attending a course on Black Watch and the first operational shift following a course on Black Watch.

5 day course Monday–Friday. Friday Day shift before attending a course. Monday Day shift after attending a course.

3 day course Monday-Wednesday. Friday Day shift before attending a course. Saturday Day shift after attending a course.

4 day course Tuesday-Friday. Saturday Day shift before attending a course. Monday Day shift after attending a course.

The normal working hours of Black Watch are Monday to Friday, 8 hours per day between 0700 and 1800 with no more than one hour for lunch.

Course attendees on Black Watch will be paid their normal wages for the duration of the course. Any hours outside of normal Black Watch hours will be subject to overtime payment at the appropriate hourly rate.

Courses of 2 days or less

Where course duration is for 2 days or less, the employee will remain on their normal watch and will be replaced on their operational shift through the brigade Reliever or overtime. The employee will not be required to work a night shift immediately before, during or immediately after the training course.

Course attendees on Green, Red, Brown, Blue or Yellow Watch and who attend the course during their rostered rest days will be paid overtime for the additional hours worked, at the appropriate hourly rate.

Course attendees who attend the course on what would otherwise be a Day shift will receive no additional pay.

Course attendees who are rostered to work a Night shift before, during or after they are to attend a course will be entitled to overtime payment for attending the course outside of their rostered shift and will not be required to undertake their rostered Night shift.

Travel Time

Where staff travel under provisions in this practice and outside black watch provisions, the course shall be deemed to commence and cease when travel commences and ceases.

When releasing staff from normal duties Chief Fire Officers should consider adequate rest time from the finish of the last operational shift prior to travel and commencement of the first operational shift following travel. Travel time must therefore be in addition to and not form part of rest periods between normal duties and training attendance, and vice versa.

NOTE: *These provisions relating to Watch Transfer and Overtime will remain in place until any change is agreed in Collective Agreement negotiations.*

District costs replacing an employee on training.

Where a course attendee misses rostered shifts during the period of a course, the District may seek reimbursement for the costs incurred in covering the attendees normal rostered shifts.

Reimbursement to a District will only occur where the training course is included in the PDU or Regional Annual Training Plan, including provision of necessary budget for such reimbursement.

Appropriate documentation is required from the District to request such reimbursement.

Claims for reimbursement of costs must be submitted within 7 days of course completion to the appropriate Course Manager and on the correct form. Costs will be reimbursed at the rate per overtime shift worked to cover the course attendee. The applicable rate is as determined at the beginning of each financial year.

The PDU or Regional Training may then authorise reimbursement to the cost centre of the attendees normal place of work. This will be done by journal entry.

Amounts

The following rates will apply. Rates quoted are not subject to tax deduction. Rates will be reviewed, but not necessarily increased, on an annual basis around the commencement of the business year.

Mileage- \$0.62per kilometre or part thereof (provided that once an employee has claimed 3,000 km in a 12 month period \$0.19 per kilometre or part thereof shall apply).

Daily Incidentals Allowance- \$8.00 per day or part thereof.

Living Away Allowance-

Breakfast \$20

Lunch \$15

Evening Meal \$35

Where an allowance is incurred whilst attending training overseas, the allowance will be calculated on the basis of the exchange rate between New Zealand and the county to which the course is being run. (eg course in Australia – incidentals allowance \$8.00 x 1.17 = \$9.36 based on \$NZ1.00 buys \$A0.83.)

Expense claim process

(Cash) Allowances

Claims for (cash) allowances can be made in advance of course attendance. These are Daily Incidentals Allowance and, where notified by the Operational Support and Training Group, Meal Allowance.

Claims should be submitted to the course manager. Once verified and authorised by Operational Support and Training Group payment will be made.

Payment of allowances will be made into a bank account of the employee's choice. Payment will not be made in cash or into credit card accounts.

Where an employee receives such (cash) advances and then does not attend the training course the overpayment will be recouped from the employee.

Reimbursements

Claims for reimbursements of expenses incurred may include mileage, meals and travel reimbursement.

Claims must be submitted on an expense claim form and must have all related receipts attached. Receipts must be of the tax invoice type and must be an original receipt. Credit card slips are not considered receipts.

Claims must be submitted to the course manager at the end of the course. Payment will be made once verified and authorised by the Operational Support and Training Group.

Provided the claim is fully completed and in line with this practice, payment will be made within 5 working days of receipt.

Payment of reimbursements will be made into a bank account of the employee's choice. Payment will not be made in cash or into credit card accounts.

Costs

All costs associated with the application of this practice are charged to the PDU or Regional Training.

Costs cannot be incurred without the prior approval of a delegated authority within the PDU or Regional Training.

Where costs are incurred without prior approval they will be the responsibility of the individual concerned, and will not be met by the PDU or Regional Training.

Definitions

Attendees:

A course attendee is any trainee or seconded trainer assigned to an approved course. In the case of full time trainers employed with the PDU or Regional Training, attendee entitlements will only apply when they are required to live away from home for the duration of an approved course.

In service Training:

Training undertaken during the course of normal day shift. Undertaken on a crew basis while remaining available for operational response.

Courses where this practice applies:

Those administered by PDU or Regional Training. Characteristics will be courses that -

- are promulgated within the NZFS and open to nominees;
- require nominees to apply by complete a Fire Service nomination / application form;
- require nomination forms to be forward to the Professional Development Unit or Regional Training for administration;
- are only open to Fire Service personnel (paid or volunteer);
- are usually, but not necessarily, lead by Fire Service personnel as Instructors;
- are usually, but not necessarily attended by operational personnel

Courses where this practice does not apply:

Those not administered by the PDU or Regional Training. Characteristics will be courses that -

- are sourced from external training providers because they are a best fit to an individual employee's specific training requirement, identified through personal development or performance management;
- open to the public or open to employees from other organisations;
- lead by trainers or instructors that are not Fire Service personnel;
- are usually attended by employees that are in Admin, Management or specialist roles.

Key Personnel and Roles

The Course Manager is responsible for ensuring attendees are notified, in advance of commencing a training course, of their individual entitlements.

The Director of Operational Support and Training is responsible for putting in place appropriate systems and delegations to ensure this practice is met.

Staff attending Fire Service training courses are responsible for ensuring all claims for cash allowances and reimbursements comply with this practice and follow the arrangements notified to them by the Operational Support and Training Group on a case by case basis by both Attendee and course.

Accountabilities

1. The Operational Support and Training Group personnel are responsible for the operation of this practice.
2. Human Resources Consultants are responsible for providing support and advice to Chiefs and Managers in respect of the application of this practice.
3. The Director of Operational Support and Training is responsible for the maintenance and updating of this practice.

Assistance

For further assistance or advice please contact:

- *Operational Training and Support, Training Delivery Department.*
- *Human Resource Consultants*

Physical Competency Assessment (PCA)

Introduction

The Chief Executive is required under Section 72A of the Fire Service Act to prescribe standards of physical competency for members of the Fire Service who hold rank. The PCA outlined in this information sheet will fulfil this requirement.

The PCA was developed by a Working Party appointed by the Chief Executive. The original proposal for a Working Party arose as part of the settlement of the Collective Employment Agreement in June 2001. The Working Party included representation from Fire Service management, the NZ Professional Firefighters' Union and the NZ Chief & Deputy Chief Fire Officers Society Inc. The Working Party took specialist legal, medical and exercise science advice in forming their recommendations to the Chief Executive.

The Working Party conducted two extensive trials of possible elements of a PCA before finalising their recommendations. Over 200 firefighters from Dunedin and Wellington assisted with the trial and their completion times contributed to developing the proposed standards.

The Working Party presented their recommendations to the Chief Executive last year. The Chief Executive has now approved their recommendations and appointed a small sub-committee to oversee the implementation of the assessment. Senior Firefighter Mike Meaden from Dunedin will act as Project Manager for the implementation. The PCA will come into force from 1 July 2003.

Who will be required to undergo the PCA?

The PCA will apply to those staff members who hold the following ranks, regardless of their membership or otherwise to the Fire Service Superannuation Scheme:

- ▲ National Commander
 - ▲ Fire Region Commander
 - ▲ Assistant Fire Region Commander
 - ▲ Chief Fire Officer
 - ▲ Deputy Chief Fire Officer
 - ▲ Senior Station Officer
 - ▲ Station Officer
 - ▲ Senior Firefighter
 - ▲ Qualified Firefighter
 - ▲ Firefighter
-

And who attend emergency incidents in an operational response or command capacity. The Working Party acknowledged that although the intended coverage of the proposed PCA would be relatively clear for the vast majority of the workforce, there were certain roles that would require a judgement call to be made as to whether they should undertake the PCA.

To assist in the clarification of coverage of the PCA, the Working Party proposed the following definitions and recommended that a process be determined to ensure that there is national consistency on the application of the assessment.

Operational response or command capability refers to all personnel who are normally required, by virtue of their role and the region's response planning, to respond to a fire incident or other emergency to undertake firefighting, and incident control or command. It excludes those who may also attend incidents in other specialist advisory capacities such as Fire Safety/Investigation or Hazardous Substance Technical Advice.

Personnel who are on secondment to other positions from a role that would normally fall within the above definition, and intend to return to an operational role will be expected to undergo the PCA.

All dedicated training personnel who hold rank and deliver practical operational training will also be expected to undergo the PCA.

Will there be one common standard across the Fire Service?

When approaching the coverage of the PCA, the Working Party considered at length whether the standard should be expressed in terms of age or gender. The Working Party took legal advice on the matter. The advice was that while the Fire Service Act did, on balance, allow for different standards to be expressed as applying to particular classes of persons (including those based on age, and by association, gender), however, such an arrangement may be considered to be unlawful under the Human Rights Act. Based upon this legal advice, the Working Party felt that one common standard should apply.

The Working Party debated the extent to which the PCA would apply within the Fire Service's rank structures. Although there is a reasonable argument that some ranks will not actually need to perform certain tasks (such as a Fire Region Manager being required to extend a hose), the Working Party agreed that the PCA could reasonably be applied to those ranks set out above on the basis that it constituted a fair standard that all operational personnel should be capable of achieving.

On the basis of the legal advice received, and the consensus of the Working Party, it was agreed that the one standard of physical competency be applied to those ranks set out above where they attend emergency incidents in an operational response or command capacity.

How will employees be compensated for undertaking the PCA?

After considerable debate and consultation, it has been determined that an annual Physical Competency Allowance will be paid to those required to undertake the PCA. At present, it is expected that the allowance will be paid in two instalments, with the total amount paid for this financial year by 30 June 2003.

As the annual allowance will be deemed to fulfil the NZPFU's long standing request to increase the employer's contribution to the Superannuation Scheme to \$1.80 net, the allowance is to be viewed as a contribution towards retirement savings. As such, employees will be strongly encouraged to apply the allowance to the Fire Service Superannuation Scheme through making a voluntary contribution or to pay it into a private scheme that they might have. The Fire Service and the Trustees of the Superannuation Scheme will be jointly promoting voluntary contributions at the time that the allowance is paid.

How often will the PCA be run?

The Working Party considered that the formal PCA should be conducted for any individual every second year and that the lowest time of up to three attempts be recorded as an individual's final score. The Working Party considered it important that access to the PCA equipment should be made available to employees in advance of their formal PCA to provide sufficient time to practise the assessment.

Generally, it is expected that the PCA will be undertaken on duty.

What will be the elements of the PCA?

PCA Attire

Candidates will undertake the PCA wearing the following:

- ▲ Level 1
- ▲ Helmet
- ▲ Gloves
- ▲ Fire Service Level 1 boots or approved safety shoes
- ▲ BA set - light weight cylinder (except for Scenario 6)

Scenario 1: Hose Advance

Candidates are required to run out a charged but unpressurised high-pressure delivery hose to a distance of 30 metres.

Conditions - the candidate will run out a charged high-pressure delivery hose from a fully stowed hose-reel drum, mounted on a fire appliance. To achieve this, the candidate will grasp the hose-reel branch from its stowed position, place the branch over their shoulder and then, facing away from the appliance, run the hose out by walking forward at a rapid pace. This scenario is completed when the hosereel has been run out to a distance of 30 metres and the branch placed on the ground.

Abilities Required – Pulling hose demands muscular strength and endurance of the muscles of the trunk and legs. There is a need for torso strength to stabilise the upper body and allow the legs to work efficiently. The duration of this task does not appreciably tax the cardiovascular system.

Scenario 2: Simulated Stair Climb (with load)

Candidates will be required to step up and down 25 times on two 20cm risers, carrying an additional load of 18kg. This simulates a 10m stair climb. **Conditions** – the candidate will carry an 18kg weight placed over the BA set, and will begin stepping up onto the box. The candidate must step up so that both feet are on the box and the body is erect, then step down again. This constitutes 1 step. The scenario is complete when the 25th step is complete.

Abilities Required – Depending on the rate of stepping, the cardiovascular fitness level, and the size of the individual, the energy systems necessary to support this activity could be mainly aerobic or mainly anaerobic.

Scenario 3: Carry

Candidates are required to carry a standardised drum of liquid weighing 20kg a distance of 25 metres to a marker cone and return (total of 50m).

Conditions – The distance over which the weight is to be carried must be a flat and hard surface with no potential for tripping. The distance should not require changes in direction, other than to turn around to return in the opposite direction of travel at the mid point of the distance. The weight to be carried should consist of a 20 litre foam drum, containing sufficient water to give a total weight of 20kg. This scenario is completed when the candidate has carried the container continuously for 50 metres, without it being dropped or put down, and has placed the container on the ground behind the start line.

Abilities Required – Muscular strength and isometric muscular endurance are necessary for successful performance of this task. The biceps, legs and back muscles are the prime movers in any lifting and carrying task. Primarily isometric strength of the elbow flexors and shoulder girdle are used to maintain control of the object.

Scenario 4: Hoisting

Candidates will be required to hoist a 16kg weight, by rope, to a vertical height of 10 metres and lower it back to the ground.

Conditions – The weight must be securely attached to a rope of 12mm diameter. The rope must be long enough to reach the 10m pulley, return to the 90cm pulley with sufficient additional length for the candidate to grasp the rope at the commencement of the scenario. To haul the weight the candidate must maintain a stationery position and use a hand-over-hand technique pulling horizontally. The candidate must not wrap the rope around their hands while hauling is in progress. Once the weight has

reached the 10m pulley it must be lowered hand-over-hand to the ground. This scenario is completed when the weight has been hauled up and returned to the ground.

Abilities Required – This task demands upper body strength and grip strength, and muscular endurance. The trapezius, deltoids, latissimus dorsi, triceps, and forearm flexors are involved in ladder-raising evolutions. Depending on upper body anaerobic capacity, this task could have both aerobic and anaerobic components.

Scenario 5: Victim Rescue

Candidates will be required to drag a victim weighing 90kg (gross weight including clothing and BA harness), a distance of 10 metres to a marker cone and return (total 20m).

Conditions – The use of an anatomically correct rescue prop weighing 90kg (gross weight) is required. The ground over which the scenario will take place must be a hard flat surface, free of any obstacles or potential for tripping. The scenario is accomplished as follows; a mannequin is placed on the ground lying on its back. The rescuer grasps the harness shoulder straps to support the victim and then drags the victim by walking backwards over the 20 metre distance. This scenario is completed when the candidate has dragged the victim round a marker cone and returned to the start, for a continuous distance of 20 metres without dropping the victim.

Abilities Required – Muscular strength and endurance of muscle groups including the biceps, latissimus dorsi, deltoids, trapezius, erector spinae, gluteals, and quadriceps are necessary for the victim rescue task. This is a high intensity task and requires good anaerobic capacity aerobic fitness and strength.

Scenario 6: Simulated Stair Climb (without load or BA set)

Candidates will be required to step up and down 25 times on two 20cm risers without an additional load. This simulates a 10m stair climb.

Conditions – The candidate must step up on to the box, so that both feet are on the box and the body is erect, then step down again. This constitutes one step. **The scenario and total assessment is complete when the 25th step is completed.**

Abilities Required – Depending on the rate of stepping, the cardiovascular fitness level, and the size of the individual, the energy systems necessary to support this activity could be mainly aerobic or mainly anaerobic.

Transits: 30m between stations

Between each test element candidates will be required to walk 30m at a self selected pace to the following station.

Conditions – The candidate may select the pace of walking over the transition, and the transit is complete when the next test element is started.

Abilities Required – The walking transits are periods of active recovery from high intensity exercise, and so the pace of the transit will be determined by the capacity of the aerobic energy system.

What standards will be required?

<i>Standard</i>	<i>Total time including transits between elements</i>
<hr/> <i>Pass</i> (Green)	<i>Less than 7 minutes, 24 seconds</i>
<hr/> <i>Pass, but requires improvement</i> (Amber)	<i>7 minutes, 25 seconds or greater but less than 9 minutes, 19 seconds</i>
<hr/> <i>Fail, requires remedial action and immediate withdrawal from operational duties</i> (Red)	<i>Greater than 9 minutes, 20 seconds</i>

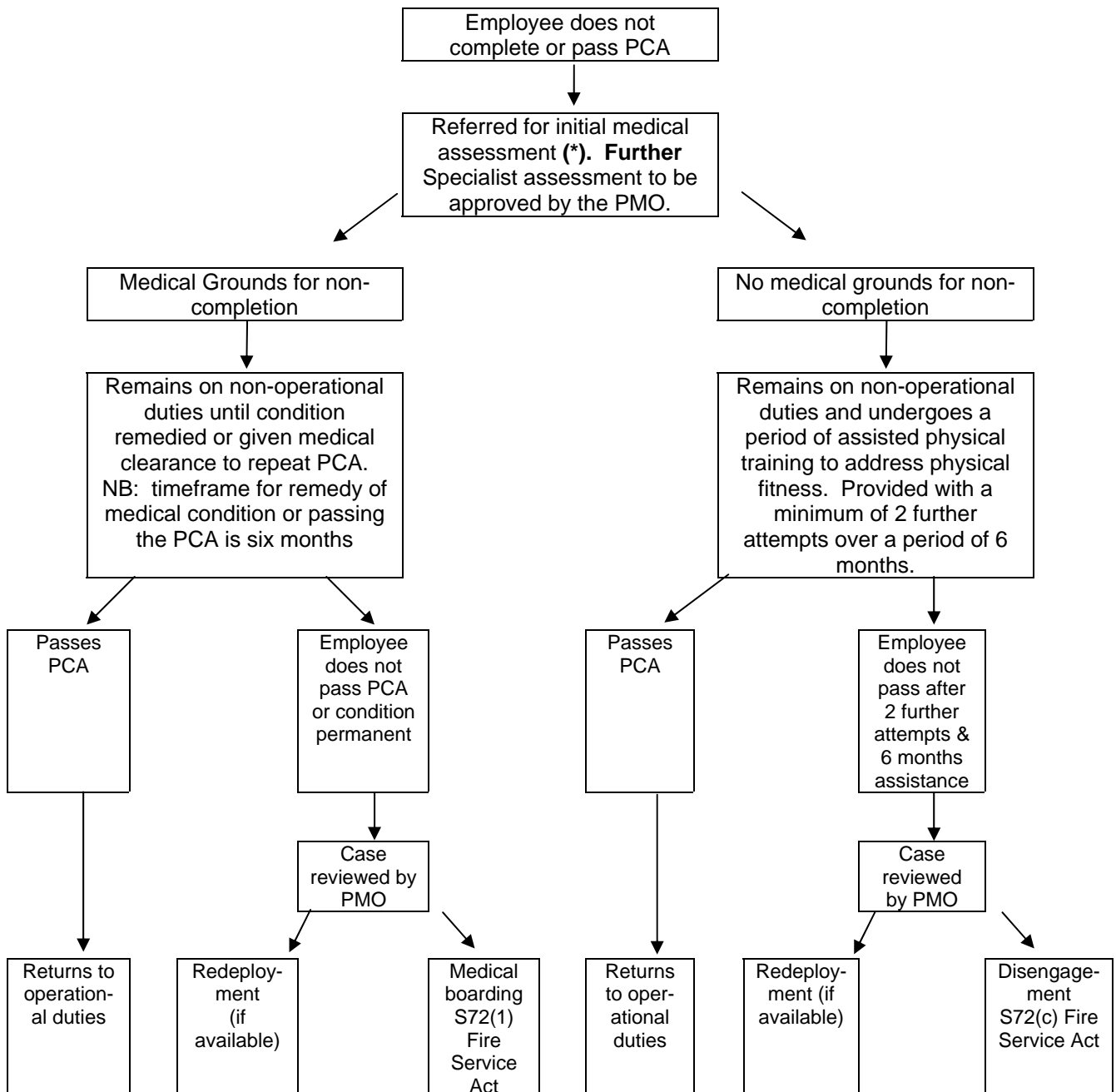
What will happen if I fail the assessment?

The Working Party considered the procedures that should be followed in the event that an employee were to refuse to sit the PCA, fail the PCA, or be deemed to require improvement.

- ▲ **Failure to complete or pass the PCA (Red Zone)** - the Working Party was unanimously of the view that a failure to pass the PCA (Red Zone) constituted too great a risk to the NZ Fire Service for an individual to remain on operational duties. A process was agreed to manage such situations and is set out on page 8:
- ▲ **Pass - but requires improvement (Amber Zone)** - The Working Party recommends that such individuals be permitted to continue operational duties but be provided with a tailored, self-guided training programme based upon the standard gym equipment provided at stations. It is recommended that such individuals be encouraged but not forced to undergo the PCA again after a period of training.
- ▲ **Refusal to undergo the PCA** - The Working Party recommended that any refusal to undergo the PCA be handled initially by the Chief Fire Officer or superior officer with a view to understanding the basis for any such refusal. If the refusal is a reasonable one, the supervising officer should take all appropriate steps to encourage the individual to address the impediment and undergo the PCA as soon as possible. If the refusal is unreasonable or the individual is not taking adequate steps to address an impediment and as a consequence does not undertake the assessment within 14 days or a date as agreed, the individual will be treated as if they have failed the PCA (Red Zone).

Rehabilitation & Management Procedures in the event of Inadequate Performance in the PCA

The flow chart below summarises the systems and assistance available from the Fire Service:



* **Note:** Initial assessment may be conducted by an employee's General Practitioner.

When will the PCA come into force?

It is expected that all those employees who are required to undertake the PCA will do so in the 2003/04 financial year beginning from July 2003. There are a number of implementation issues that must be worked through before the assessments can begin. These include:

- ▲ **The rescue mannequin.** Determining a standard rescue mannequin of the correct weight and properties that addresses, if possible, some of the difficulties associated with the mannequin used in the trials.

 - ▲ **Standardised equipment for each region.** Ensuring that all regions have at least one complete set of standardised PCA equipment.

 - ▲ **Training of regional co-ordinators (employer/union)** in the set-up, conducting and scoring of the PCA to ensure that a consistent standard is followed. It is envisaged that the NZPFU will have a role in monitoring the PCA for their members in much the same way that it has for Officer practical examinations currently.

 - ▲ **A standardised data system for the recording of times.**

 - ▲ **Development of a communication plan** for the PCA, including explanatory videos.

 - ▲ **Preparation of training advice** based around the requirements of the PCA and the gym equipment available on station.

 - ▲ **Rehabilitation co-ordination and support systems** for any employee who fails the assessment.

 - ▲ **A pre-PCA health statement.**
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Physical Competency Assessment (PCA)

Introduction

The purpose of this information sheet is to provide an update on the progress towards the implementation of the Physical Competency Assessment. A small sub-committee has been overseeing the implementation since the Chief Executive announced the standards in March. Senior Fire fighter, Mike Meaden has been appointed as the Project Manager.

When will the PCA take effect?

The testing equipment required for conducting the PCA is presently being assembled or is in order for delivery in June. Training for union and management personnel on conducting the PCA is set down for 20th June. Based on the progress to date, it should be possible to commence assessments early in the new financial year.

Who will be required to undergo the PCA?

The information sheet sent out in March 2003 identified those roles that would be required to undergo the PCA. For the most part, the question of eligibility is clear, particularly for firefighters and operational officers. Those personnel (beyond firefighters and officers) who are required to undertake the PCA will be advised of this requirement in writing in June.

How will employees be compensated for undertaking the PCA?

After ongoing consultation with both the unions involved in the PCA project, the basis for an allowance has been agreed for 2003. The allowance will be paid to eligible personnel on 25 June 2003 for the fortnightly payroll, or on 20 June 2003 for those on the monthly payroll.

The allowance is related to the normal total weekly wage and the value of increasing the employer contribution to the Superannuation Scheme to \$1.80 net. As such, the allowance varies according to rank and driving qualifications.

The allowances are:

Rank	Driving Qualification	Allowance (Gross)
Firefighter	Non Driver	\$931
	Grade 1	\$966
	Grade 2	\$945

Qualified Firefighter	Non Driver	\$1178
	Grade 1	\$1216
	Grade 2	\$1193
Senior Firefighter	Non Driver	\$1223
	Grade 1	\$1262
	Grade 2	\$1239
Station Officer	Grade 1	\$1359
	Grade 2	\$1336
Senior Station Officer	Grade 1	\$1410
	Grade 2	\$1387
Commander/Manager	N/A	\$1450

Dedicated Trainers who are required to undergo the PCA will be paid on the basis of their rank and any driving qualifications.

The allowance should be viewed as a contribution towards retirement savings. The Fire Service Superannuation Scheme will be encouraging its members to divert the allowance into the superannuation scheme by way of a voluntary contribution. The Fire Service strongly encourages all employees to apply the allowance towards their retirement.

What further information can I expect on the PCA?

Work is presently underway on a supporting video to be provided to all paid stations. The video will give an overview of the PCA and include an exercise programme for staff to prepare for the PCA. A training booklet, including a personal exercise diary, will support the video.
