



FIRE AND EMERGENCY NEW ZEALAND

and

NEW ZEALAND PROFESSIONAL
FIREFIGHTERS' UNION

Collective Agreement for

UNIFORMED

and

COMMUNICATIONS CENTRE EMPLOYEES

1 July 2021 to 30 June 2024

Fire and Emergency New Zealand & New Zealand Professional Firefighters' Union

Collective Agreement for
Uniformed & Communications Centre Employees

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PART 7 – SCHEDULE ONE – ENFORCEABILITY OF TERMS OF SETTLEMENT

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 Fire and Emergency New Zealand, 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 risk management 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) DISPATCHER (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 Risk Management Officer, Community Readiness or Recovery Advisor and Senior Advisor, Risk Reduction Advisor or Senior Advisor; or
- (ii) Training Officer; or
- (iii) Volunteer/District Support Officer; or
- (iv) Operational Planning Officers.

The conditions of employment of these employees shall be either those set out in Part 4 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 Fire and Emergency New Zealand 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 Fire and Emergency New Zealand formally offers an employee an Individual Employment Agreement in writing and that employee accepts the Agreement in writing.

1.1.5 It is agreed that all roles covered by the CEA expiring 30 June 2021, as at the date of its expiry, and as customarily covered by this collective agreement, shall continue to have coverage for the term of the CEA commencing -01 July 2021. This is irrespective of any changes to rank and role and structure arising from the current operating model work and organisational change underway or arising during the term of this agreement. This also recognises that some roles e.g. black watch roles may in future be filled by workers without an operational background, but nevertheless have coverage.

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 Fire and Emergency New Zealand 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 Fire and Emergency New Zealand 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 Fire and Emergency New Zealand 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 employed by Fire and Emergency New Zealand, 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 Fire and Emergency New Zealand progression criteria including all assessments, examination and consolidation requirements which form part of the programme for that step in progression or specialist qualification criteria including all assessments, examination and consolidation requirements which form part of the course leading to a recognised specialist skill e.g. driver, pump operator.

"Programme" means all the components of learning, teaching, assessment and consolidation that leads to qualification for promotion to a new rank or qualification in a specialist skill. A programme and or course will usually consist of distance learning and associated assignments, practical course and assessment, examination and work based consolidation.

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.

Note: Obsolete or outdated terms and references: The parties recognise that at the time of ratification and entering into this collective agreement there remains a number of references to previous legislation (the Fire Service Act) and the roles and structures that pertained to that legislation and to the New Zealand Fire Service. This includes terms such as Fire District or District, Fire Brigade or Brigade, Chief Fire Officer, Fire Region Manager etc. Where the role and structures are (or have been) superseded through the legislative and organisational change process under way at the time of entering into this agreement, it is agreed that the provisions of the agreement will continue to be applied sensibly and logically according to their intent. This is a living agreement applying to an ongoing relationship. On that basis its application must take account of the roles and structures that replace any roles superseded through the processes underway. This is acknowledged in the context also that Fire and Emergency New Zealand assumed the rights and obligations of the New Zealand Fire Service on its establishment - hence the provisions must be considered and applied in that context.

PART 1 - CLAUSE 4 - LEAVE

PARENTAL LEAVE:

Adoption Leave

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

1.4.1.1 Documentary evidence of an approved adoption is required.

1.4.1.2 Re-entry rights are protected.

Parental Leave

- 1.4.2 Parental Leave as special leave without pay shall be granted to a pregnant female worker, or the partner of a pregnant female worker where they have transferred their entitlement to parental leave under the Parental Leave and Employment Protection Act 1987. It is not to be granted as sick leave on pay. An application for leave under this heading must be supported by a medical certificate.
- 1.4.2.1 Leave of up to twelve months is to be granted to workers with at least one year's service at the time of commencing leave.
- 1.4.2.2 For those with less than one year's service, parental 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, they qualify 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). For coloured watch workers it is equivalent to 8.5 weeks' pay, for yellow watch workers it is equivalent to 7.5 weeks' pay, and for black watch workers it is equivalent to 6 weeks' pay.
- 1.4.2.4 This payment is superable.
- 1.4.2.5 Re-entry rights are protected.

SUPPORTING PARTNER/PATERNITY LEAVE

- 1.4.3 At the time of any confinement, workers may be granted up to 14 days' special leave without pay as partners leave. There will be no requirement for workers to take any annual leave due to them before proceeding on partners leave. Workers are permitted to continue to use their extended leave if they prefer, rather than avail themselves of the partners leave provisions.
- 1.4.4 Except as provided for in Clauses 1.4.1 to 1.4.3 of this Agreement, the provisions of the Parental Leave and Employment Protection Act 1987 shall apply.

LIGHT DUTIES DURING PREGNANCY

- 1.4.5 Where a pregnant worker covered by this agreement moves onto light duties as a result of their pregnancy, their pay will be calculated so as to reflect their average weekly earnings, including overtime, over the 12-month period prior to the transition to light duties. In the event that a worker's averaged earnings are lesser than the base wages for their position, the base wage calculation shall prevail.

SPECIAL PAID LEAVE ON THE BIRTH OR ADOPTION OF A CHILD

- 1.4.6 For workers employed under Parts 2 or 3 of this agreement, four days' special paid leave on ordinary pay are available to a worker whose partner is giving birth to or adopting a child. For workers employed under Part 4 the entitlement is for five days' special paid leave. This includes workers seconded to Part 4 at the time of the birth or adoption of a child.

This is for the purposes of attending to the partner and family needs at the time of the birth or adoption and is separate from and in addition to other forms of leave available.

BEREAVEMENT LEAVE

1.4.7 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.

1.4.7.1 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

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

1.4.8.1 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

1.4.8.2 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.

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

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

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

STATUTORY HOLIDAYS

1.4.9 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

1.4.10 Workers called on for Jury Service are required to serve. Where the need is urgent, Fire and Emergency New Zealand may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

1.4.10.1 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.

1.4.10.2 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 Fire and Emergency New Zealand but may retain expenses.

1.4.10.3 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.

- 1.4.10.4 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

- 1.4.11 From time to time, special circumstances may arise where the granting of leave without pay is warranted. Such special circumstances may include:

1.4.11.1 Compassionate Leave

1.4.11.2 To undertake a course of study

1.4.11.3 To broaden occupational experience

1.4.11.4 For any other purpose approved by the Chief Executive/National Commander.

Return to Duty

- 1.4.11.5 Placement of a worker after a period of leave without pay cannot be guaranteed, however, placement will not be unreasonably withheld where it is possible to accommodate a worker.

- 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 that arises 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 Fire and Emergency New Zealand 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 1.4.13.2 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.

SPECIAL PAID LEAVE ON THE BIRTH OR ADOPTION OF A CHILD

- 1.4.15 Three days' special paid leave on ordinary pay are available to a worker whose partner is giving birth to or adopting a child. This is for the purposes of attending to the partner and family needs at the time of the birth or adoption and is separate from and in addition to other forms of leave available.

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 Fire and Emergency New Zealand. 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 Fire and Emergency New Zealand 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 Fire and Emergency New Zealand 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 6 - 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 Sub-clause 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 Sub-clause 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) Sub-clause 8(c) shall be read subject to the Provisions of Part II of the Human Rights Act 1993.
- (e) For the purposes of Sub-clause 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 Sub-clause 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 sub-clause.
- (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 Sub-clause (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 Sub-clause 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 2021 and shall remain in force until the 30th day of June 2024.
- 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 30 June 2024.

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 Fire and Emergency New Zealand 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 sub-clause, 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 AND EMERGENCY NEW ZEALAND COURSES AND OTHER APPROVED TRAINING PROGRAMMES AND COURSES

- 1.14.1 Workers attending Fire and Emergency New Zealand training programmes and 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 Fire and Emergency New Zealand shall pay to each brigade (and each Communications Centre) a "Mess Allowance" for each worker under this Agreement of the amount specified in Table 1 of Part 5 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 Management.

PART 1 - CLAUSE 16 - WORK ACCIDENT COSTS

- 1.16.1 The employer shall pay or reimburse all costs associated with any worker's 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-SUPERANNUATION

- 1.17.1 If an employee is a member of the New Zealand Fire Service Superannuation Scheme, and any other Superannuation Scheme that requires employer contributions to be paid (e.g. KiwiSaver), the total cost of the employer contributions paid on behalf of the employee into any Superannuation scheme other than the New Zealand Fire Service Superannuation Scheme, which for the avoidance of doubt includes any KiwiSaver Scheme, will be deducted from the base salary, total weekly wage, and any other form of superable allowance or payment payable under this agreement.

PART 1 - CLAUSE 18 - WAGE AND SALARY PAYMENTS

FORTNIGHTLY PAY

- 1.18.1 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 Fire and Emergency New Zealand into the worker's bank account.

DIRECT CREDIT

- 1.18.2 Where wages are paid by direct credit to any worker, Fire and Emergency New Zealand 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.
- 1.18.3 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.
- 1.18.3.1 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.

- 1.18.4 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 19 - TECHNICAL REDUNDANCY

- 1.19.1 Individual employees will not be entitled to any redundancy compensation where Fire and Emergency New Zealand:
- (a) transfers the employee to an alternative position within Fire and Emergency New Zealand 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 20-CONSULTATION

- 1.20.1 Fire and Emergency New Zealand 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.
- 1.20.2 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 Fire and Emergency New Zealand to respond to the views of those being consulted, motivated by a desire to reach consensus.
- 1.20.3 Nothing in this clause is intended to restrict Fire and Emergency New Zealand's right to manage the organisation.

PART 1 - CLAUSE 21 - MISCELLANEOUS

ABLUTIONS

- 1.21.1 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

- 1.21.2 It shall be the duty of Fire and Emergency New Zealand to provide all reasonable eating, cooking and cleaning utensils.

COPY OF AGREEMENT

- 1.21.3 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

- 1.21.4 The Chief Executive/National Commander shall make provision for disinfection of breathing apparatus equipment after use in accordance with the recommendations of the Ministry of Business Innovation and Employment (MBIE) or such other Government agency as is charged with the responsibility of issuing guidelines in this regard.

INDIVIDUAL LOCKERS

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

LAUNDRY FACILITIES

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

PRIVATE APPAREL

- 1.21.7 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

- 1.21.8 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

- 1.21.9 A telephone for the use of workers shall be supplied by Fire and Emergency New Zealand at each station and workshop.

PART 1 - CLAUSE 22 - COMPLETENESS

- 1.22.1 This agreement and individual Employee's letters of appointment, constitutes the full and entire agreement between Employees and Fire and Emergency New Zealand, and supersedes all previous negotiations, communications and commitments made to Employees whether written or oral.

PART 1 - CLAUSE 23 - ANNUAL REVIEW OF REMUNERATION LEVELS

- 1.23.1 The employer and the union will meet in May of each year that this Collective Agreement remains in force to review market data and discuss and agree the remuneration rates that will apply from 1 July of that year. Where agreement is not able to be reached, the employer and the union will seek assistance through Mediation Services.
- 1.23.2 This review will also provide an opportunity to consider whether a broader review of the benchmark organisations used for this market review is appropriate, and specialist advice may be sought to assist with this consideration.

Part 1 Clause 24 INCOME PROTECTION AND LIFE INSURANCE REIMBURSEMENT

- 24.1 FENZ will reimburse workers up to \$50 per week (\$2,600 per annum) upon receipt of evidence of the employee's premiums for income protection and/or life insurance.

24.2. Payment will be made in the normal course upon production of the necessary supporting documentary evidence with the first reimbursement available for the year to 30 June 2023, and subsequent reimbursement available for the year to 30 June 2024, and so on.

24.2 During the course of this Agreement the NZPFU and FENZ will jointly explore the establishment of a suitable subsidised Group Scheme for income protection and life insurance to be provided to the workers. Any change from a reimbursement allowance to FENZ providing cover will be subject to the NZPFU agreement of the policy including remedy of any barriers for workers to transfer from their existing insurance provider to the group scheme.

Part 1 Clause 25 **AUCKLAND TASKFORCE**

- 25.1 In 2019 a joint Auckland Taskforce resulted in a Report that demonstrated the challenges for those working and living in Auckland.
- 25.2 In recognition of the joint work between the parties and that Report, all NZPFU members working in Auckland will receive a \$1000 one-off payment upon ratification of this Agreement.
- 25.3. All members covered by Part Two and Three of this Agreement will be paid an ongoing Shift Worker Allowance for living and working in New Zealand's largest city, operating across multi-districts with contiguous boundaries and circumstances that are unique to Auckland. The annual Shift Worker Allowance of \$2600 gross shall be paid on 1 July 2023 and on 1 July thereafter. The Allowance will be paid pro-rata for employees that work in Auckland for less than the full 12 months.

Part 1 Clause 26 **SECONDMENTS**

- 26.1. Where a secondee is required to undertake the full requirements of a position they are seconded into, and the secondment lasts for at least 2 weeks, they will receive a Higher Duties Allowance that will ensure that their total pay (base salary plus higher duties allowance) is no less than the minimum pay rate applicable to the position they are seconded into, when their secondment commences.
- 26.2. During the secondment, the secondee's Higher Duties Allowance will be adjusted in line with any pay movement that they would have received had they been appointed into the position permanently. This could include:
- Any annual adjustment to the pay band of the secondment position
 - Any annual pay progression that applies to the secondment position that the employee would qualify for if they were employed in that position substantively – either contained within the remuneration policy, or within any collective agreement that applies to that position.
- 26.3 During the secondment the employee will not benefit from any pay movement (whether annual adjustments or pay progression) that applies to their substantive position. They will also not benefit from any other remuneration arrangements that are specific to the duties required of their substantive role such as allowances.
- When the secondment ends, the Higher Duties Allowance will end and the employee's remuneration for their substantive position shall be reviewed to ensure they are not financially disadvantaged, upon

their return to their substantive position, by undertaking the secondment. This review shall specifically consider:

- Whether annual adjustment to the pay band of the employee's substantive position has occurred during the secondment – and if it has the employee's pay will be adjusted accordingly.
- Whether the employee has qualified for pay progression within their substantive role. If they have qualified for this, it will be applied from the date they return to this position.

- 25.5 The secondee will be entitled to return to their substantive position within their District at the end of their secondment, unless they expressly agree otherwise. In any situation where this is not possible due to the substantive position having been disestablished, the redeployment and/or redundancy provisions of this Agreement will apply.
- 25.6. A written secondment agreement will be in place for any secondment lasting longer than 3 months. The employee is encouraged to seek advice from their union before accepting the terms of any secondment they are offered.
- 25.7. No worker shall by reason of the coming into force of this provision receive a lesser benefit than is currently enjoyed under an approved secondment arrangement in place and continuing at the time of ratification of this Agreement, and for so long as it continues.
- 25.8. The provisions of clause 2.13.1 (relieving in higher positions) and 3.3.10 (relieving in higher positions) do not apply for workers on a secondment.

Part 2

Conditions which Apply only to Firefighters and Officers

PART 2 - CLAUSE 1 - PROGRESSION

TRAINEE FIREFIGHTER

- 2.1.1 Upon employment by the Chief Executive/National Commander.

FROM TRAINEE FIREFIGHTER TO FIREFIGHTER

- 2.1.2. By appointment by the Chief Executive/National Commander.
- 2.1.2.1 Subject to having successfully completed the Career Fire-fighter Recruit Course.

FROM FIREFIGHTER TO QUALIFIED FIREFIGHTER

- 2.1.3. After 2 years' continuous employment as a Firefighter and Trainee Firefighter.
- 2.1.3.1 Subject to having successfully completed the career Qualified Firefighter Programme.

FROM QUALIFIED FIREFIGHTER TO SENIOR FIREFIGHTER

- 2.1.4 After 2 years' continuous employment as a Qualified Firefighter.
- 2.1.4.1 Subject to having successfully completed the career Senior Firefighter Programme.

FROM SENIOR FIREFIGHTER TO STATION OFFICER

- 2.1.5 After 2 years' continuous employment as a Senior Firefighter.
- 2.1.5.1 Subject to having successfully completed the career Station Officer Programme.
- 2.1.5.2 By appointment by the Chief Executive/National Commander to an established position.

FROM STATION OFFICER TO SENIOR STATION OFFICER

- 2.1.6 After 2 years' continuous employment as an operational Station Officer.
- 2.1.6.1 Subject to having successfully completed the career Senior Station Officer Programme.
- 2.1.6.2 By appointment by the Chief Executive/National Commander to an established position.

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.
- 2.1.9 Time spent in an operational training role may be counted as time spent in rank/role for progression purposes. Any necessary revalidation of skills will be determined on a case by case basis prior to return to an operational role.

PART 2 - CLAUSE 2 - TRAINING AND ASSESSMENT

MANDATORY TRAINING

- 2.2.1 All Trainee Firefighters shall successfully complete the Career Recruit Course prior to commencing operation duties.
- 2.2.2 All Firefighters shall complete the career Qualified Firefighter Programme within the first 24 months of employment.

FURTHER TRAINING

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

Any Qualified Firefighter seeking promotion to the rank of Senior Firefighter shall have successfully completed the career Senior Firefighter Programme.

Any Senior Firefighter seeking promotion to the rank of Station Officer shall have successfully completed the career Station Officer Programme.

Any Station Officer seeking promotion to the rank of Senior Station Officer shall have successfully completed the career Senior Station Officer Programme.

WORKERS ATTENDING TRAINING COURSES

- 2.2.4 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.

PROGRAMME/COURSE ASSESSMENT

- 2.2.5 All programme assessment will be subject to quality assurance processes through the Fire and Emergency New Zealand training governance body.

PART 2 - CLAUSE 3 - HOURS OF DUTY

"ROSTERS"

OPERATIONAL ROSTER

- 2.3.1 The "**Operational Roster**" means the rotating roster referred to in Sub-clauses 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 Sub-clause 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

Week01							
No	M	T	W	T	F	S	S
01	X	0	0	0	0	X	X
02	0	X	0	0	0	X	X
03	0	0	X	0	0	X	X
04	0	0	0	X	0	X	X
05	0	0	0	0	X	X	X

Roster Repeats

Week02							
No	M	T	W	T	F	S	S
01	0	X	0	0	0	X	X
02	0	0	X	0	0	X	X
03	0	0	0	X	0	X	X
04	0	0	0	0	X	X	X
05	X	0	0	0	0	X	X

Roster Repeats

Week03							
No	M	T	W	T	F	S	S
01	0	0	X	0	0	X	X
02	0	0	0	X	0	X	X
03	0	0	0	0	X	X	X
04	X	0	0	0	0	X	X
05	0	X	0	0	0	X	X

Roster Repeats

Week04							
No	M	T	W	T	F	S	S
01	0	0	0	X	0	X	X
02	0	0	0	0	X	X	X
03	X	0	0	0	0	X	X
04	0	X	0	0	0	X	X
05	0	0	X	0	0	X	X

Roster Repeats

Week05							
No	M	T	W	T	F	S	S
01	0	0	0	0	X	X	X
02	X	0	0	0	0	X	X
03	0	X	0	0	0	X	X
04	0	0	X	0	0	X	X
05	0	0	0	X	0	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.

RELIEVING WORKERS

2.3.5.1 It was agreed to remove clauses 2.3.5.1 and 2.3.5.2.

2.3.5.2. No workers shall, by reason of the removal of clauses 2.3.5.1 ad 2.3.5.2, receive a lesser benefit than is currently being received under those relieving arrangements, unless otherwise agreed by the worker.

"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	DONN... DONN... DONN... DONN... .. DONN... DONN... DONN... DONN.. ...DONN... DONN... DONN DONN NN... DONN... DONN... DONN DD	Green Red Brown Blue
		Cycle 1 Cycle 2 Cycle 3	
Green to Red Green to Brown Green to Blue	Green Green Green	DONN.... .. DONN..... DONN.. DONN.... DONN..... DONN DONN.... NN... DD NN DD	Red Brown Blue
		Cycle 1 Cycle 2 Cycle 3	
Red to Brown Red to Blue Red to Green	Red Red Red	DONN.... .. DONN DONN.. DONN.... ...DONN DONN DONN.... NN... DD NN DD	Brown Blue Green
		Cycle 1 Cycle 2 Cycle 3	
Brown to Blue Brown to Green Brown to Red	Brown Brown Brown	DONN.... ..DONN..... DONN.. DONN.... ...DONN..... DONN DONN.... NN...DD NN...DD	Blue Green Red
		Cycle 1 Cycle 2 Cycle 3	
Blue to Green Blue to Red Blue to Brown	Blue Blue Blue	DONN.... .. DONN..... DONN.. DONN.... DONN..... DONN DONN.... NN... DD NN DD	Green Red Brown

"CHANGE OF WATCH" (YELLOW WATCH WORKERS}

2.3.7 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

2.3.8 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

- 2.3.9 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

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

CHANGE OF TIME OFF

- 2.3.11 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

- 2.3.12 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.
- 2.3.12.1 For the purpose of this sub-clause "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 Risk Management Officers shall be assigned to Black Watch.
- 2.4.4 Operational workers, other than those employed as relieving workers, shall be assigned to Green Watch, Red Watch, Brown Watch or Blue Watch. Workers, while employed as relieving workers, will not be assigned to a specific 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 Station Keepers 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 Station keepers or Relieving Station Keepers 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 Sub-clause 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 Station Keeper posts, by agreement with the Union may be transferred to Yellow Watch positions where appropriate.
- 2.4.12 The Station Keeper and Relieving Station Keeper 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 SMS is founded upon consultation and partnership at all levels between the Fire and Emergency New Zealand and the 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 a joint steering group that oversees the development and deployment of changes to SMS; and
 - Both parties will endeavour to understand and accommodate each other's needs wherever possible

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.

2.5.2.2 Each station's business plan will determine the objectives and tasks to be achieved in the course of the year. In consultation with the Area and/or Assistant Area Manager, Officers and Firefighters will have the discretion to determine the scheduling and planning of programmed work, subject to the availability and needs of the public.

2.5.2.3 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 Fire and Emergency New Zealand 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 watches and stations 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.

Meal Breaks

2.5.3 Subject to the provisions of Sub-clause 2.6.9, 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

2.5.4 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

2.5.5 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

2.5.6 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 Hourly Rate means the rate of pay shown in Table 9 and 9A of Part 5 of this Agreement as applicable to the rank and qualification of the worker concerned.
- 2.6.1.1.1 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 5 prior to any hourly rate calculation.
- 2.6.1.2 Total Weekly Wage means the weekly wages specified in the relevant tables of Part 5 of this Agreement as applicable.
- 2.6.1.3 In 2018 the parties recorded the recognition that the current operating environment and the circumstances in which front line roles in particular are carried out had changed since the job sizing benchmark roles of senior firefighter and station officer were first evaluated. It was also acknowledged that the emotional and psychological effects and impact of medical calls and the circumstances in which they are carried out was not explicitly considered within the job size evaluations, as the job size methodology was more reflective of skills required and accountabilities, rather than the impact of conditions of work per se.
In recognition of the above the parties have agreed \$2600 of the \$8200 increase at the 100% benchmark rates and as reflected also in communications centre grades is in recognition of the impact of emergency medical response.

TOTAL WEEKLY WAGE

- 2.6.2 The total weekly wage to be paid to Firefighters and Officers shall be as shown in the relevant tables in Part 5 of this Agreement. Progression to the next pay rate will be dependent on meeting the requirements for that pay rate as specified in the relevant tables in Part 5 of this Agreement, and as detailed in Clause 1 of Part 2 of this Agreement (Progression).
- 2.6.2.1 The Total Weekly Wage includes recognition of the 24 x 7 nature of Fire and Emergency New Zealand's operations, and that firefighters on operational rosters are required to:
- work, on average, 42 hours per week
 - work shift work, including working on weekends and statutory holidays
 - be available to respond to fire calls and other emergencies when off duty
- 2.6.2.2 Reserved - clause moved to Part One now 1.23.1.
- 2.6.2.3 Reserved - clause moved to Part One now 1.23.2.

PROGRESSION (OFFICERS)

- 2.6.2.4 Officers in their first five years of employment as a Station Officer will progressively move through the annual remuneration steps specified in Table 2 in Part 5 of this Agreement based on service, subject to them demonstrating satisfactory development in the role of Station Officer. The Station Officer position description details which of the Station Officer accountabilities a Station Officer must be competent at in each year of their development, for those first five years, in order to progress to the next pay step.

Note: Where an SO has been acting in the SO role for a period of 6 months or more continuously, within the two years immediately prior to taking up the

substantive appointment, that service can be counted towards the first years' progression.

2.6.2.5 The Officer's Assistant Area Manager, and where appropriate their Senior Station Officer, will be responsible for determining whether the Officer is developing satisfactorily at the conclusion of each year of employment, in discussion with the Officer. An Officer can expect to be made aware that they may not progress to the next pay step in writing well before the completion of that year of employment if they are not developing satisfactorily, and be given support to address any areas of improvement required.

2.6.2.6 A review process will be available if a Station Officer does not agree with the decision of their Assistant Area Manager not to progress them to the next remuneration step. The NZPFU will be advised when any review is requested and provided with the opportunity to make a submission on the Officer's behalf.

PAYMENT FOR WORKING ON PUBLIC HOLIDAYS

2.6.2.7 Where an Employee works a normal rostered shift on a public holiday, that employee will be paid an 0.5 extra for the time actually worked on that public holiday, in accordance with the Holidays Act 2003.

2.6.2.8 Where an Employee works an overtime shift or overtime hours on a public holiday, that employee will be paid at the rate specified in the tables in Part 5 of this Agreement for working on a public holiday, which already includes 0.5 extra for working on a public holiday.

AVAILABILITY

2.6.3 Workers are expected to be available to respond, when called upon to do so by the employer, to fire calls or other emergency incidents while off duty.

2.6.3.1 Workers who respond, when called upon to do so by the employer, to fire calls or other emergency incidents while off duty will be remunerated in accordance with the Overtime clause below.

DRIVING ALLOWANCE

2.6.5 The following definition shall apply to the Driver Grades specified in Table 3 of Part 5 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. The classification of vehicles as a Grade One vehicle or otherwise may be amended by agreement between the parties from time to time and the list updated accordingly during the term of the agreement.

Driver Grade 1

2.6.5.1 Driver Grade 1 means a worker who having passed the prescribed assessments 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

- Command Unit
- ISV

Driver Grade 2

- 2.6.5.2 Driver Grade 2 means a worker who having passed the Emergency Response Driver Course including prescribed assessments 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.
- 2.6.5.2.1 Special cases not provided for in Sub-clause 2.6.5.2 may be reviewed on application to the Chief Executive/National Commander.

Officers

- 2.6.5.3 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.

DRIVING LICENCES

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

INCREASED WAGES THROUGH PROMOTION

- 2.6.7 Increased wages associated with promotion to the next rank shall be paid from the date when the worker has completed the required term of employment in the prerequisite rank; otherwise increased wages shall be paid in accordance with Sub-clause 2.6.7.1.
- 2.6.7.1 Where a worker for any reason does not complete the prescribed programme assessments and consolidation activities within the term of employment in the prerequisite rank, increased wages shall be paid at the successful completion of all prescribed assessments and consolidation activities.

HOLIDAY PAY

- 2.6.8 Payment of wages covering the holiday period shall be made on normal pay days.
- 2.6.8.1 By agreement by the Chief Executive/National Commander and the brigade workers concerned, arrangements may be made for the worker's wages to be paid prior to the worker going on leave and not on normal pay days as provided in Sub-clause 2.6.8.
- 2.6.8.2 Where annual leave is taken as provided in 2.7.1 payment for annual leave shall be on the basis of the worker's average weekly taxable earnings for the 12 pays 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 the last 12 pays (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 sub-clause, "earnings" means the total amount of remuneration payable to a worker by Fire and Emergency New Zealand by way of wages and allowances but does not include any sum including a bonus, gratuity, or other lump sum special payment that Fire and Emergency New Zealand 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 Fire and Emergency New Zealand shall be paid a proportionate leave allowance to the date of leaving calculated on the basis specified in Sub-clauses 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 5 of this Agreement (see flow chart at Part 5 - 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 5 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 5 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 5 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 5 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 rates specified in the relevant Tables in Part 5 of this Agreement. 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 Fire and Emergency New Zealand 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.

BA FILLER QUALIFICATION

- 2.6.11 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- Table 7 - Part 5 on attainment of the certification and at each re-certification, provided that the employer still requires the employee to hold the certificate.

TELARC QUALIFICATION

- 2.6.12 In brigades where Fire and Emergency New Zealand 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 7 of Part 5 of this Agreement.

TRADEPERSON'S WORK

- 2.6.13 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 7 of Part 5 of this Agreement.

TRAINING PROGRAMMES AND COURSES

Firefighters' and Officers' Attending

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

Fire-fighters and Officers Training Volunteers

- 2.6.14.1 Firefighters and Officers employed training volunteers shall be paid, per hour or part thereof, the training allowance specified in Table 7 of Part 5 of this Agreement while so employed in addition to any other wages to which they are entitled under this Agreement.

This clause will not apply to Firefighters and Officers assigned to Black Watch to undertake training duties for a period of more than one month. For the purposes of this provision, training volunteers means training of volunteers during structured training programmes and courses, pre-approved by National Training, Regional Training, or Local Management, rather than training with volunteers. Training volunteers does not encompass informal demonstration of skills and guidance on station on shift when not otherwise training as defined in this provision.

TRAVELLING TIME

Relieving Duties

- 2.6.15 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.
- 2.6.15.1 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 Fire and Emergency New Zealand.
- 2.6.15.2 For the purpose of this sub-clause "employed on relieving duties" means where a worker serves, for any period, at a station other than such worker's usual station.

TOOL ALLOWANCE

- 2.6.16 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 8 of Part 5 of this Agreement.

QUALIFICATION BONUS

- 2.6.17 Any worker who obtains a full pass in one of the Examinations listed under the heading "Qualification Bonus" in Table 1 of Part 5 of this Agreement shall be paid the allowance specified in that part.

TRAILERS

- 2.6.18 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 8 of Part 5 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.

ANNUAL LEAVE

- 2.7.1 Except as provided in Sub-clause 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 meets or exceeds the requirement for four weeks' annual holidays as provided for in Section 41 of the Holidays Act 2003.
- (b) The parties further agree that for the period up to 1 April 2007, the obligation to provide alternative holidays for time worked on public holidays has been discharged by previous Collective Employment Agreements.
- (c) If a public holiday falls or public holidays fall within the extended leave period (i.e. the 14 days) the leave will be extended by the number of public holidays in the same manner as currently applies to sickness, namely an additional leave day is added to the first duty day shift immediately following the extended leave period.
- 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 Sub-clause 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 with Fire and Emergency New Zealand 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 Sub-clause 2.7.1.1.
- 2.7.3.1 Provided any such worker remains employed by Fire and Emergency New Zealand 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.

ALTERNATIVE HOLIDAYS

- 2.7.4 The parties agree that the operational roster requires workers to work on public holidays. Where a worker works on a public holiday after 1 April 2007, and that day would otherwise have been a working day for that worker, the worker shall be entitled to an alternative day's holiday at a later date, to be taken in accordance with this clause 2.7.4.
- 2.7.4.1 The worker shall first seek the agreement of their Chief Fire Officer to the timing of the alternative holiday.
- 2.7.4.2 This clause 2.7.4.2 is subject to clause 2.7.4.3 and to section 57 of the Holidays Act 2003. If agreement under clause 2.7.4.1 cannot be reached, the day must be taken on a date determined, on a reasonable basis, by the employer.
- 2.7.4.3 To assist in maintaining staffing levels, the parties hereby agree in advance that the taking of an alternative holiday on a Public Holiday is an exception and will require the prior approval of the worker's Chief Fire Officer.
- 2.7.5 The parties agree that the definition of a day for the purposes of a worker working on a public holiday is midnight to midnight, provided that an individual employee shall not be entitled to more than one alternative holiday for any one public holiday. For the avoidance of doubt, where a worker works on one public holiday during two separate shifts, and that public holiday would otherwise have been a working day for the worker, the worker shall be entitled to only one alternative holiday (one shift).
- 2.7.6 The parties agree that one alternative holiday shall comprise one shift.

LEAVE RELATED TO SICK AND ACCIDENT LEAVE

Sickness/Non-work Accident

- 2.7.7 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

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

Secondary Employment Accident

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

EXCHANGE OF LEAVE

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

SERVICE HOLIDAY

- 2.7.9 Upon completion of 7 years' total service with Fire and Emergency New Zealand 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.
- 2.7.10 After 14 years' total service with Fire and Emergency New Zealand, 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.
- 2.7.11 The additional service holidays shall in all respects be treated as annual leave as provided in this clause.
- 2.7.12 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 2.8, 2.9 or 2.10 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 Fire and Emergency New Zealand. Subsequent years of employment shall begin on the anniversary of that date.

ENTITLEMENT

- 2.8.2 A worker shall be entitled to accrue paid sick leave of four weeks for each year of employment. Paid sick leave shall apply where a worker is rendered medically unfit for duty.

Unfit for duty means unfit for rostered duty, except where the worker has unused Qualifying Sick Leave (QSL), which may be used where a worker has been offered and accepted an overtime shift or shifts. Sick leave over and above QSL does not apply to overtime shifts.

Four (4) weeks shall be immediately available upon joining. Four (4) weeks will be added to a worker's accrual at the beginning of each subsequent year of employment.

- 2.8.2.1 Medical certificates may be required in the following circumstances:
- (a) where the workers 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 a worker has already had more than ten 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 sub-clause (c) whether or not the earlier days of sick leave referred to in this sub-clause were consecutive. However, a request can only be made under this sub-clause (c) if the worker 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 a worker is sick for less than ten 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 ten days and the number of days (which must be less than 10) for which the worker 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 Region Manager 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 Fire Region Managers are to supply full details of service, and sick leave taken.

CALCULATION OF SICK LEAVE ACCRUAL AND USAGE

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 Where a worker has agreed to work an overtime shift and subsequently becomes sick or injured, the worker can claim sick leave in place of said shift up to the extent of their unused QSL balance.

MEDICAL EXAMINATIONS

2.8.5 When medical examinations are required by the Chief Executive/National Commander they shall be paid for by Fire and Emergency New Zealand.

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 worker's Group Manager in consultation with the Injury Management Unit and the individual concerned; in cases of dissatisfaction with such duties the matter shall be referred to the Region Manager for resolution with representations for and on behalf of the individual by the union.

CAREGIVING

- 2.8.7 A worker shall be granted leave on pay of up to ten (10) days in any leave year, as set out below, as a charge against their sick leave entitlement when a dependent of the worker is sick or injured and the employee is required to provide their care. A dependent is:
- a) The worker's spouse or partner; or
 - b) Any other person who depends on the worker for care.
- 2.8.7.1 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.
- 2.8.7.2 Approval is to be given to one worker when both workers in a partnership or marriage are working for FENZ.
- 2.8.7.3 Nothing in this clause shall prevent the approving Manager using his/her discretion to grant sick leave to a worker to care for any sick or injured person.

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 Fire and Emergency New Zealand. 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 and Emergency New Zealand 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 Fire Region Manager who shall consult the Injury Management Unit and the individual, and the Principal Medical Officer about the worker being continued in employment or retired by the Chief Executive/National Commander on medical grounds. Submission may be made on behalf of the individual by the union.
- 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 Fire and Emergency New Zealand 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 Fire Region Manager who shall consult the Injury Management Unit, the individual concerned, and the Principal Medical Officer about the worker being continued in employment or retired by the Chief Executive/National Commander on medical grounds. Submission may be made on behalf of the individual by the Union.
- 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 Fire and Emergency New Zealand. 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 Fire and Emergency New Zealand 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 any entitlements provided under 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 clauses 2.6.9.4, 2.6.10, 2.6.13 or 2.16.17-18. Time banking will operate 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 Area Manager before a time banked shift can be taken - permission will not be unreasonably withheld;
- Mileage reimbursement will be paid as would otherwise apply for overtime; and
- Prior approval is not necessary if an employee's dependant's caregiver is unexpectedly unable to provide care as normal.
- All time banked in terms of this clause must be taken as soon as practicable after it is earned and in no case later than 12 months after it is earned. Banked time not taken within a 12-month period after it has been earned shall be taken or paid out at the appropriate rate.
- With the approval of the Fire and Emergency New Zealand, banked time earned more than 12 months ago may be carried over for a specified period.

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 Fire and Emergency New Zealand 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 Fire and Emergency New Zealand 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- ENHANCED SALARY

- 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. Any workers covered by this agreement who receive such an enhanced salary and for whom Fire and Emergency New Zealand may be required to make compulsory superannuation contributions the future, will have their enhanced salary reduced by the gross cost to the Employer of any such compulsory contributions.

PART 2-CLAUSE 18- HEALTH SCREENING BASELINE TESTING

- 2.18.1 All workers will be provided with reimbursement of up to \$250 plus GST per person, to undergo an annual baseline health check and/or blood screening for the early detection of firefighters occupational illness. Workers may alternatively claim up to \$500 plus GST bi-annually. The cost of the health check/blood screening will be met by FENZ via a reimbursement arrangement up to this amount (this does not preclude payment being made in advance of the cost being incurred by the worker).
- 2.18.2 This is an ongoing arrangement for career firefighters that cannot be changed, removed or replaced without independent expert evidence that the new programme is equally beneficial or better than this arrangement.
- 2.18.3 Unless and until that should occur, firefighters are encouraged to undertake a programme of annual testing consistent with the programme adopted by Christchurch Firefighters including:
- Cardiac and circulation

- Respiratory and Breathing
- Gastrointestinal
- Genitourinary
- Sexual function
- Neurological
- Visual
- Ears, nose and throat
- Musculoskeletal
- Skin
- Psychological
- Sleep habit
- Weight changes
- Infections issues
- Lymphatics and endocrine
- Comprehensive blood testing

2.18.4 The parties agree that, while all Firefighters at all stages of their career can benefit from baseline testing and early detection, the nature of baseline testing is such that the earlier in the career the baseline testing commences, the better. Recruits and Firefighters early in their career are therefore particularly encouraged to adopt this approach early.

2.18.5 There shall be total worker-doctor confidentiality. All worker information including medical information will be confidential between the worker and the medical practitioner and will not be disclosed to the employer, unless the worker agrees otherwise in writing. The worker and the medical practitioner are under no obligation to disclose the information to the employer and there shall be no adverse impact for the worker if they chose not to disclose the information.

2.18.6 There will be no adverse impact for a worker choosing to participate or choosing not to participate in voluntary screening.

Part 3

Conditions Relating to the Employment of Dispatchers & 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 Dispatcher and full time Shift Manager in the Communications Centres of Fire and Emergency New Zealand (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 and Shift Managers report to the Communications Centre Manager, responsible for the Centre to which the Employee has been appointed.
- 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 Fire and Emergency New Zealand 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 Fire and Emergency New Zealand 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 the table below.

PART 3 - TOTAL REMUNERATION FOR COMMUNICATORS AND SHIFT MANAGERS 1 July 2021

Position/Grade	Full Time Rates	
	Base Salary	Total Rem
Trainee Dispatcher	\$ 54,886.27	-
Dispatcher Grade 1	\$ 58,545.36	-
Dispatcher Grade 2	\$ 65,863.53	-
Dispatcher Grade 3	\$ 69,522.61	\$ 78,986.17
Senior Dispatcher Grade 4	\$ 73,181.70	\$ 83,143.34
Senior Dispatcher Grade 5	\$ 76,840.78	\$ 87,300.50
Shift Manager	\$ 92,657.68	\$ 105,270.42

PART 3 - TOTAL REMUNERATION FOR COMMUNICATORS AND SHIFT MANAGERS 1 July 2022

Position/Grade	Full Time Rates	
	Base Salary	Total Rem
Trainee Dispatcher	\$ 57,630.59	-
Dispatcher Grade 1	\$ 61,472.63	-
Dispatcher Grade 2	\$ 69,156.70	-
Dispatcher Grade 3	\$ 72,998.74	\$ 82,935.48
Senior Dispatcher Grade 4	\$ 76,840.78	\$ 87,300.50
Senior Dispatcher Grade 5	\$ 80,682.82	\$ 91,665.53
Shift Manager	\$ 97,290.56	\$ 110,533.95

PART 3 - TOTAL REMUNERATION FOR COMMUNICATORS AND SHIFT MANAGERS 1 July 2023

Position/Grade	Full Time Rates	
	Base Salary	Total Rem
Trainee Dispatcher	\$ 60,512.12	-
Dispatcher Grade 1	\$ 64,546.26	-
Dispatcher Grade 2	\$ 72,614.54	-
Dispatcher Grade 3	\$ 76,648.68	\$ 87,082.25
Senior Dispatcher Grade 4	\$ 80,682.82	\$ 91,665.53
Senior Dispatcher Grade 5	\$ 84,716.96	\$ 96,248.81
Shift Manager	\$ 102,155.09	\$ 116,060.64

The Total Remuneration Packages set out above are inclusive of the gross cost of the employer contribution to the New Zealand Fire Service Superannuation Scheme (NZFSSS) or any other superannuation scheme for which compulsory employer contributions are made (including KiwiSaver).

Employees employed prior to 1 November 2006 may elect not to join the NZFSSS or any other superannuation scheme 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 or any other superannuation scheme for which compulsory employer contributions are made, the gross 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 or any other superannuation scheme for which compulsory employer contributions are made. All annual leave and termination payments shall be calculated on the actual salary paid.

Any existing arrangements with KiwiSaver as at the date this agreement comes into effect shall be maintained.

3.3.2. In 2018 the parties recorded the recognition that the current operating environment and the circumstances in which front line roles in particular are carried out had changed since the job sizing benchmark roles of senior firefighter and station officer were first evaluated. It was also acknowledged that the emotional and psychological effects and impact of medical calls and the circumstances in which they are carried out was not explicitly considered within the job size evaluations, as the job size methodology was more reflective of skills required and accountabilities, rather than the impact of conditions of work per se. In recognition of the above the parties have agreed \$2600 of the \$8200 increase at the 100% benchmark rates and as reflected also in communications centre grades is in recognition of the impact of emergency medical response.

3.3.3 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.

3.3.4 If an employee works a usual rostered shift in accordance with Part 3 Clause 5 of this Collective Employment Agreement on a public holiday, the Employee will be paid 0.5 extra (calculated on the basis of the employee's relevant daily pay) in addition to their normal pay for each hour actually worked on a public holiday.

TRAVELLING TIME

3.3.5 Where an employee is required to commence or finish overtime duty on a Saturday, Sunday or Public Holiday, the employee will be entitled to claim travelling time at the appropriate hourly rate for the actual time taken to travel to and/or from work, up to a maximum of one half hour to work and one half hour from work. Travelling time is only claimable for travel incurred on a Saturday, Sunday or public holiday. Travelling time is still claimable in respect of a shift that was time banked rather than paid as overtime.

SUPERANNUATION

3.3.6 Employees who are new appointees to Fire and Emergency New Zealand may elect to join the NZFSSS scheme if they so wish.

TELEPHONE/COMMUNICATION SERVICES

3.3.7 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 mobile call expenses related to the Shift Manager's position will be met by Fire and Emergency New Zealand.

OVERTIME

- 3.3.8 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. All time worked by shift workers outside their usual rostered hours shall be paid for at the rate of time and a half (T1.5).

In computing overtime, payment shall be made for each one-quarter hour.

OVERTIME MEAL ALLOWANCE

- 3.3.9 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 5 of this Agreement.

RELIEVING IN HIGHER DUTIES

- 3.3.10 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.

CALL BACK

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

ON CALL ALLOWANCE

- 3.3.12 Employees who are required to be on call for severe weather or other emergencies will be paid an On Call Allowance under the following conditions:
- The allowance will be paid at a rate of half of the ordinary hourly rate.
 - Triggers defining on call criteria (e.g. Met Service weather warnings) will determine whether an employee is placed on call.
 - It will be left up to the Shift Manager's discretion as to whether someone will be placed on call.
 - A minimum of three hours will be paid for an on call period.
 - During the period that the person is on call there will be formal review points for the Shift Manager to determine whether to release the individual or have them remain on call.

GRADE 5 COMMUNICATORS ADDITIONAL RESPONSIBILITY

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

TRAINING DELIVERY

- 3.3.14 Clause 2.6.14.1 Training Volunteers allowance will apply to Comcens staff when delivering training at NTC
- 3.3.15 Two hours of overtime per day will be paid to Comcens staff when delivering training on Comcen Trainee Dispatcher Courses (i.e. call taking and dispatch courses). This recognises additional time spent such as in preparation, set up, tidy up, and marking time outside delivery.

PART 3 - CLAUSE 4 - PROGRESSION

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

TRAINEE COMMUNICATOR

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

FROM: TRAINEE DISPATCHER TO DISPATCHER (GRADE 1)

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

Subject to criteria set out in the attachment to this agreement but which does not form a part of this agreement.

FROM: DISPATCHER (GRADE 1) TO DISPATCHER (GRADE 2)

Subject to one years' continuous employment in a Communications Centre.

Subject to criteria set out in the attachment to this agreement but which does not form part of this agreement.

Subject to a full pass in a practical assessment.

FROM: DISPATCHER (GRADE 2) TO DISPATCHER (GRADE 3)

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

Subject to criteria set out in the attachment to this agreement but which does not form a part of this agreement.

Subject to a full pass in a practical assessment.

FROM: DISPATCHER (GRADE 3) TO SENIOR DISPATCHER (GRADE 4)

Subject to three years' continuous employment in a Communications Centre.

Subject to criteria set out in the attachment to this agreement but which does not form a part of this agreement.

Subject to a full pass in a practical assessment

FROM: SENIOR DISPATCHER (GRADE 4) TO SENIOR DISPATCHER (GRADE 5)

Subject to four years' continuous employment in a Communications Centre.

Subject to appointment to position, restricted to a maximum of eight positions per Communications Centre.

Subject to criteria set out in the attachment to this agreement but which does not form a part of this agreement.

Subject to a full pass in a practical assessment.

FROM: SENIOR DISPATCHER (GRADE 5) TO SHIFT MANAGER

Subject to five years' continuous employment in a Communications Centre.

Subject to appointment to an established position.

Subject to criteria set out in the attachment to this agreement but which does not form a part of this agreement.

- 3.4.2 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 criteria for progression shall be by agreement between the Employer and the Union.

PART 3 - CLAUSE 5 - HOURS OF WORK

SHIFTS

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

- 3.5.1.2 The roster in place at the time this Agreement was negotiated is a continually rotating roster, where the employee is placed on either a "Green", "Red", "Brown", "Blue" "Red/Brown" or "Blue/Green" watch and works either two day shifts followed by two night shifts, or four day shifts, followed by four days off, as depicted below. A day shift in Central Communications Centre runs from 0700 to 1900 hours and a night shift runs from 1900 to 0700 hours. A day shift in The Northern and Southern Communications Centres run from 0600 to 1800 hours and a night shift runs from 1800 to 0600 hours. Fire and Emergency New Zealand may vary the shift roster for operational or other reasons following consultation with Employees, and providing no less than four (4) weeks' notice.

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	

3.5.1.3 When an employee is changed from one watch to another on the published shift roster the "Change of Watch" (National Standard System) will apply

"CHANGE OF WATCH" (NATIONAL STANDARD SYSTEM)

Normal Rosters:	Green Red Brown Blue	DONN....DONN....DONN....DONN... . ..DONN....DONN....DONNDONN..DONN....DONN....DONN.....DONN NN....DONN....DDNN....DDNN ... DD	Green Red Brown Blue
		Cycle 1 Cycle 2 Cycle 3	
Green to Red Green to Brown Green to Blue	Green Green Green	DONN.... ..DONN DONN.. DONN.... DONN DONN DONN.... NN....DD NN ... DD	Red Brown Blue
		Cycle 1 Cycle2 Cycle 3	
Red to Brown Red to Blue Red to Green	Red Red Red	DONN.... ..DONN DONN.. DONN.... DONN DONN DONN.... NN....DD NN ... DD	Brown Blue Green
		Cycle 1 Cycle 2 Cycle 3	
Brown to Blue Brown to Green Brown to Red	Brown Brown Brown	DONN.... ..DONN DONN.. DONN.... DONN DONN DONN.... NN....DD NN.... DD	Blue Green Red
		Cycle 1 Cycle 2 Cycle 3	
Blue to Green Blue to Red Blue to Brown	Blue Blue Blue	DONN.... ..DONN DONN.. DONN.... DONN DONN DONN.... NN....DD NN.....DD	Green Red Brown

3.5.1.4 Employees 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.

3.5.1.5 Employees may, with the permission of the Communication Centre Manager (which shall not be unreasonably withheld) change time off between themselves or with employees who normally relieve them, provided that no worker shall be rostered for more than one full shift (exclusive of overtime due to an emergency incident(s)), followed by a minimum break of nine hours before the next shift, and provided further that all payments accruing to an employee in changing his or her time off shall not be more than would otherwise be the case if the employee had not changed his/her time off.

OVERTIME

Reasonable additional hours may be offered or required, and compensated according to Clause 3.3.8.

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 under the following conditions:

- The maximum that can be accumulated in the time bank is 96 hours;
- Mileage reimbursement will be paid as would otherwise apply for overtime
- Banked time can be taken in one, two or three hour units, on the condition that someone is available to cover;
- Prior approval must be sought from the Shift Manager before a time banked shift can be taken - permission will not be unreasonably withheld
- Travelling time may be claimable in respect of the overtime shift that is time banked, where the normal criteria for travelling time applies

MEAL BREAKS

During each shift ninety (90) minutes may be taken by each Employee for refreshment breaks, of which at least 30 minutes will be provided for a meal break at some time during each shift. The time at which breaks are taken and their duration will be agreed by Fire and Emergency New Zealand, having regard to the operational requirements of the Communications Centre. Breaks will be scheduled to ensure compliance with relevant legislation

BREAK BETWEEN PERIODS OF DUTY

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 -ANNUAL LEAVE

ANNUAL LEAVE

- 3.6.1.1 Except as provided in Sub-clause 3.6.1.2 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 meets or exceeds the requirement for four weeks annual holidays as provided for in Section 41 of the Holidays Act 2003.
 - (b) The parties further agree that for the period up to 1 April 2007, the obligation to provide alternative holidays for time worked on public holidays has been discharged by previous Collective Employment Agreements.
 - (c) If a public holiday falls or public holidays fall within the extended leave period (i.e. the 14 days) the leave will be extended by the number of public holidays in the same manner as currently applies to sickness, namely an additional leave day is added to the first duty day shift immediately following the extended leave period. If agreement is obtained from the Centre manager the day(s) may be retained as Pro-Rata Annual Leave.
- 3.6.1.2 In all other cases, annual leave shall be calculated on a pro rata basis (i.e. 14:160).

- 3.6.1.3 Except where otherwise determined by the Chief Executive/National Commander annual leaves as provided in Sub-clause 2.7.1 shall be in accordance with the national annual leave roster prescribed by the Chief Executive/National Commander.
- 3.6.1.4 Annual leave periods shall be rostered so as to follow the worker's normal rostered days off.
- 3.6.1.5 Annual leave shall be given and taken at times to be determined by the Communication Centre Manager.
- 3.6.1.6 At the request of the worker the Communication Centre Manager may permit a portion of the extended leave to be taken at other periods and not in consecutive days as provided above. This will be achieved by converting the annual leave or part thereof to Pro Rata leave and taken as agreed.

HOLIDAY PAY

- 3.6.2.1 Payment of wages covering the holiday period shall be made on normal pay days.
- 3.6.2.2 By agreement by the Chief Executive/National Commander and the brigade workers concerned, arrangements may be made for the worker's wages to be paid prior to the worker going on leave and not on normal pay days as provided in Sub-clause 3.6.2.1.
- 3.6.2.3 Where annual leave is taken as provided in 3.6.1 payment for annual leave shall be on the basis of the worker's average weekly taxable earnings for the 12 pays immediately preceding the worker's annual leave entitlement; provided that in no case shall the leave pay be less than the worker's ordinary wage at the time of taking the leave; provided further that where any worker was not employed for the full period of the previous leave cycle, leave pay shall be calculated as in 3.6.1.1.
- 3.6.2.4 In all other cases payment for annual leave shall be on the basis of the worker's average weekly taxable earnings for the 12 pays (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.
- 3.6.2.5 For the purpose of this sub-clause, "earnings" means the total amount of remuneration payable to a worker by Fire and Emergency New Zealand by way of wages and allowances but does not include any sum including a bonus, gratuity, or other lump sum special payment that Fire and Emergency New Zealand is not bound by the Agreement to pay the worker, nor any reimbursing payment.
- 3.6.2.5 Where an annual leave is taken in more than one period, the amount payable under this clause shall be divided proportionately.
- 3.6.2.6 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.
- 3.6.2.7 Any worker leaving the Service shall be paid a proportionate leave allowance to the date of leaving calculated on the basis specified in Sub-clauses 3.6.1.1 and 3.6.4.6 plus any entitlements due in accordance with Clause 1.4.2.

Watch not to be changed

- 3.6.2 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

- 3.6.3.1 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 Sub-clause 3.6.1.2
- 3.6.3.2 Provided any such worker remains employed by Fire and Emergency New Zealand 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.

ALTERNATIVE HOLIDAYS

- 3.6.4.1 The parties agree that the operational roster requires workers to work on public holidays. Where a worker works on a public holiday after 1 April 2007, and that day would otherwise have been a working day for that worker, the worker shall be entitled to an alternative day's holiday at a later date, to be taken in accordance with this clause 3.6.4.
- 3.6.4.2 The worker shall first seek the agreement of their Communication Centre Manager to the timing of the alternative holiday.
- 3.6.4.3 This clause 3.6.4.3 is subject to clause 3.6.4.4 and to section 57 of the Holidays Act 2003. If agreement under clause 3.6.4.1 cannot be reached, the day must be taken on a date to be determined, on a reasonable basis, by the employer.
- 3.6.4.4 Alternative holidays may not be taken on a Public Holiday.
- 3.6.4.5 Reserved
- 3.6.4.6 The parties agree that the definition of a day for the purposes of a worker working on a public holiday is midnight to midnight, provided that an individual employee shall not be entitled to more than one alternative holiday for any one public holiday. For the avoidance of doubt, where a worker works on one public holiday during two separate shifts, and that public holiday would otherwise have been a working day for the worker, the worker shall be entitled to only one alternative holiday (one shift).
- 3.6.4.7 The parties agree that one alternative holiday shall comprise one shift.

LEAVE RELATED TO SICK AND ACCIDENT LEAVE

Sickness/Non-work Accident

- 3.6.5.1 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

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

Secondary Employment Accident

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

EXCHANGE OF LEAVE

- 3.6.6 Subject to satisfactory reasons an exchange of up to three annual leaves may be approved by the Communication Centre Manager.

The maximum leave may be extended by exercising other leave provisions of this Agreement.

SERVICE HOLIDAY

- 3.6.7.1 Upon completion of 7 years' total service with Fire and Emergency New Zealand 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.
- 3.6.7.2 After 14 years' total service with Fire and Emergency New Zealand, 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 3.6.7.1.
- 3.6.7.3 The additional service holidays shall in all respects be treated as annual leave as provided in this clause.
- 3.6.7.4 The additional service holidays may be taken in conjunction with or separately from annual leave as determined by the Communication Centre Manager.

PART 3 - CLAUSE 7 - SICK LEAVE

- 3.7.1 Nothing in this clause or Clauses 3.8, 3.9 or 3.10 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 Fire and Emergency New Zealand. Subsequent years of employment shall begin on the anniversary of that date.

ENTITLEMENT

- 3.7.2. A worker shall be entitled to accrue paid sick leave of four weeks for each year of employment. Paid sick leave shall apply where a worker is rendered medically unfit for duty.
- Unfit for duty means unfit for rostered duty, except where the worker has unused Qualifying Sick Leave (QSL), which may be used where a worker has been offered and accepted an overtime shift or shifts. Sick leave over and above QSL does not apply to overtime shifts.
- weeks shall be immediately available upon joining. 4 weeks will be added to a worker's accrual at the beginning of each subsequent year of employment.
- 3.7.2. Medical certificates may be required in the following circumstances:
- (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 ten 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 sub-clause (c) whether or not the earlier days of sick leave referred to in this sub-clause were consecutive. However, a request can only be made under this sub-clause (c) if the employee has no remaining **qualifying sick leave** as set out in 3.7.3.4.

3.7.1.2 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

3.7.1.3 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.

3.7.1.4 Qualifying Sick Leave

If an employee is sick for less than ten 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 ten days and the number of days (which must be less than 10) 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

3.7.3 At the expiration of any period of entitlement under these clauses, the National Manager Communications Centres, shall review each case on its merits and refer the matter to the National Operations Manager who will consider extending sick leave on pay for a further period. In forwarding individual cases for consideration Communication Centre Managers are to supply full details of service, and sick leave taken.

CALCULATION OF SICK LEAVE ACCURAL AND USAGE

3.7.4 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.

3.7.4.1 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.

3.7.4.2 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.

3.7.4.3 Where a worker has agreed to work an overtime shift and subsequently becomes sick or injured, the worker can claim sick leave in place of said shift up to the extent of their unused QSL balance.

MEDICAL EXAMINATIONS

3.7.5 When medical examinations are required by the Chief Executive/National Commander they shall be paid for by Fire and Emergency New Zealand.

LIGHT DUTIES

3.7.6 Where a worker's medical certificate enables that worker to return to work for light duties, such duties shall be decided by the Communications Centre Manager in consultation with the individual concerned and the Injury Management Unit; in cases of dissatisfaction with such duties the matter shall be referred to the National Manager Communications

Centres for resolution with representations for and on behalf of the individual by the union.

CAREGIVING

- 3.7.7 A worker shall be granted leave on pay, of up to ten (10) days in any leave year, as set out below, as a charge against their sick leave entitlement when a dependent of the worker is sick or injured and the worker is required to provide their care. A dependent is:
- a) The worker's spouse or partner; or
 - b) Any other person who depends on the worker for care.
- 3.7.7.1 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.
- 3.7.7.2 Approval is to be given to one worker when both workers are in a partnership or marriage are working for FENZ.
- 3.7.7.3 Nothing in this clause shall prevent the approving Manager using his/her discretion to grant sick leave to a worker to care for any sick or injured person.

PART 3- CLAUSE 8 - WORK ACCIDENT LEAVE

- 3.8.1 A "work accident" is an accident arising out of and in the course of employment with Fire and Emergency New Zealand. It includes the following:
- Accidents Travelling to and from Work
- 3.8.2 Where a worker suffers injury or accident while travelling directly:
- 3.8.2.1 From place of residence to place of work or employment or vice versa, or:
 - 3.8.2.2 From place of work or employment to any other place to which he/she has access by virtue of employment:
 - 3.8.2.3 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
- 3.8.3 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

- 3.8.4 "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

- 3.8.5 Accidents occurring during Fire and Emergency New Zealand involvement in civil defence or search and rescue activities are work accidents.

Work Accident Leave

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

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

Payment for Work Accident Leave

- 3.8.7 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.

- 3.8.7.1 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

- 3.8.8 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 National Manager Communication Centres who shall consult the Injury Management Unit and the individual concerned, and the Principal Medical Officer about the worker being continued in employment or retired by the Chief Executive/National Commander on medical grounds. Submission may be made on behalf of the individual by the Union.

- 3.8.8.1 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 3 - CLAUSE 9 NON-WORK ACCIDENT LEAVE

- 3.9.1 A "non-work accident" is an accident other than an accident arising out of or in the course of employment with Fire and Emergency New Zealand or with a secondary employer.

NON-WORK ACCIDENT LEAVE

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

UNION OFFICIALS

- 3.9.3 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

- 3.9.4 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.
- 3.9.4.1 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

- 3.9.5 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.
- 3.9.5.1 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

- 3.9.6 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 National Manager Communications Centres, who shall consult the Injury Management Unit, the individual concerned, and the Principal Medical Officer, about the worker being continued in employment or retired by the Chief Executive/National Commander on medical grounds. Submission may be made on behalf of the individual by the union.
- 3.9.6.1 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 3- CLAUSE 10- "SECONDARY EMPLOYMENT ACCIDENT LEAVE"

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

UNION OFFICIALS

- 3.10.2 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

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

INTERRUPTION OF SERVICE

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

PART 3 - CLAUSE 11 - TRAINING LEAVE

- 3.11.1 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.
- 3.11.2 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.
- 3.11.3 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.
- 3.11.4 The employee will be paid for attending the training course at their ordinary rate of pay.
- 3.11.5 A travel allowance set at Fire and Emergency New Zealand'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 Fire and Emergency New Zealand with a record of the distance between their residence and the training venue.

PART 3-CLAUSE 12-DEDUCTIONS

- 3.12.1 Except as otherwise specifically provided for in this Agreement Fire and Emergency New Zealand shall be entitled to make deductions from the wages of workers for time lost through the worker's default.

PART 3- CLAUSE 13- EXPENSES

- 3.13.1 Where Employees are required to travel on business associated with their normal duties, expenses incurred during this travel will be reimbursed by Fire and Emergency New Zealand on an actual and reasonable basis.
- 3.13.2 In addition, Fire and Emergency New Zealand 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 14 - ABANDONMENT OF EMPLOYMENT

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

PART 3 - CLAUSE 15 -TERMINATION OF EMPLOYMENT

- 3.15.1 The employment of an employee may be terminated by Fire and Emergency New Zealand 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 Fire and Emergency New Zealand, or person acting with his/her authority;
- If an Employee brings Fire and Emergency New Zealand into disrepute;
- If an Employee fails to comply with the standards of conduct prescribed by the Chief Executive.

3.15.2 Where serious misconduct is established, pursuant to Clause 3.15.1 above, Fire and Emergency New Zealand 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.

3.15.3 Where this agreement is lawfully terminated by Fire and Emergency New Zealand for any reason other than as set out in Clauses 3.15.1 and 3.15.2, one (1) months' notice of termination will be given; or at the option of Fire and Emergency New Zealand, one (1) month's base salary in lieu of notice will be paid.

3.15.4 An Employee may terminate his/her employment by giving Fire and Emergency New Zealand one (1) months' 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 Fire and Emergency New Zealand 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.

TERMINATION OF EMPLOYMENT (TRAINEE DISPATCHER GRADE 1)

3.15.5 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 Dispatcher (Grade 1) shall be seven days.

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

The test panel shall consist of a Communication Centre Manager, a Union Representative, and another appropriate senior Communication Centre person.

If the test panel agrees unanimously that the worker is satisfactory, the worker shall not be dismissed.

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

PART 3 - CLAUSE 16 - SUSPENSION

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

PART 3 - CLAUSE 17- RESTRUCTURING

CONSULTATION

- 3.17.1 Fire and Emergency New Zealand 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

- 3.17.2 If an Employee's position is disestablished or substantially changed as a result of restructuring or similar development, and Fire and Emergency New Zealand 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

- 3.17.3 The Employee occupying that position will be given at least one (1) calendar months' notice of the intention to disestablish the position. The notice period shall be worked out unless Fire and Emergency New Zealand agrees to a payment in lieu of notice.

ENTITLEMENTS

- 3.17.4 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 Fire and Emergency New Zealand.

PART 3-CLAUSE 18- SECURITY SCREENING

- 3.18.1 Employees will be required to maintain appropriate screening clearance, in accordance with Fire and Emergency New Zealand 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 Fire and Emergency New Zealand.
- 3.18.2 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 Fire and Emergency New Zealand disciplinary action, the Security Screening clearance of an Employee will be re-evaluated, and may be revoked.
- 3.18.3 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 3.15 of this agreement.

PART 3 - CLAUSE 19 - CONFIDENTIALITY

- 3.19.1 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 Fire and Emergency New Zealand.

- 3.19.2 All transaction, records and information pertaining to the business of Fire and Emergency New Zealand, 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 20 - PATENTS AND TRADEMARKS

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

PART 3 - CLAUSE 21 - OTHER BUSINESS ACTIVITIES

- 3.21.1 Employees are expected to devote their full time energies to this position. For this reason, together with the need to protect the interests of Fire and Emergency New Zealand, Employees are not permitted to engage in any other business activities without the prior written consent of Fire and Emergency New Zealand.
- 3.21.2 This consent will not be unreasonably withheld where, in the opinion of Fire and Emergency New Zealand, there is unlikely to be any conflict of interest between such other business activities and the Employee's position with Fire and Emergency New Zealand.
- 3.21.3 If required by Fire and Emergency New Zealand, Employees will disclose any other business interest that they had prior to, or have during, their employment with Fire and Emergency New Zealand.

PART 3-CLAUSE 22- 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:

HOURS OF WORK

- 3.22.1 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).

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 3.3.8.

Where a part-time Dispatcher works a full shift, they shall be entitled to meal breaks as set out in 3.5.3.

REMUNERATION

- 3.22.2 Part-time Communicators will be paid on a pro-rata basis as described in the example below, based on the full-time rates set out in Part 3 Clause 3 of this Agreement.

e.g. a Dispatcher 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 \$44,255 is \$29,208 p.a.)

SUPERANNUATION

- 3.22.3 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.

Part-time Communicators who are new appointees to Fire and Emergency New Zealand may elect to join the NZFSSS scheme if they so wish, with both the employee and Fire and Emergency New Zealand contribution amounts reflecting the part-time employment hours.

Employee and Fire and Emergency New Zealand contributions will be based on the guaranteed hours (see 5.2.1(1) above). Hours worked in excess of the guaranteed hours will not attract either employee or Fire and Emergency New Zealand contributions.

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.

LEAVE

Annual leave

- 3.22.4.1 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 8% on the gross additional hours' earnings. This will be paid out once per year, in the pay immediately preceding 25 December.

Long Service Leave

- 3.22.4.2 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.

Sick Leave and Special Leave (Domestic & Bereavement Leave)

- 3.22.4.3 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).

Statutory Holidays

- 3.22.4.4 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.

TRANSITIONAL PROVISIONS FOR LEAVE AND OTHER SERVICE-BASED ENTITLEMENTS

- 3.22.5 Existing Fire and Emergency New Zealand employees moving from full-time employment to part-time employment will have the value of their existing entitlement protected.

Annual Leave

- 3.22.5.1 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)

Long Service Leave

- 3.22.5.2 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 Dispatcher immediately preceding appointment to a part-time position. (e.g. 168 hours less the 98 hours equals 70 hours to be paid).

PART 3 - CLAUSE 23 - 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 Fire and Emergency New Zealand will be assessed on a case by case basis, recognising the part-time nature of the work.

Part 4

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

PART 4 - CLAUSE 1 - LEAVE

ANNUAL LEAVE

4.1.1 Annual leave entitlements will be as follows:

- The Employee will be entitled to four (4) weeks annual leave per annum which will increase to five (5) weeks annual leave per annum upon completion of the Employee's fifth and subsequent years of service.
- Annual leave is expected to be taken in the 12-month period following its accrual. Exceptions may be made to this by mutual agreement, but leave is not to be routinely accumulated. In no case can leave of more than 20 days accumulate from one year of entitlement to the next without the prior authorisation of the Employer.
- The times at which leave will be taken will usually be determined by mutual agreement between the parties. The Employer shall not unreasonably withhold permission for the Employee to take annual leave at a time of the Employee's choosing. When agreement on the time that annual leave may be taken is not able to be reached, the Employer may, with at least 14 days' notice, require the Employee to take annual leave. The Employee agrees that the employer may make payment for annual leave on the employee's usual pay day.
- The Employer may temporarily shut down its operations between Christmas and New Year. Employees may be required to take annual leave during this period or, if they have no annual leave owing, the Employee agrees to take leave in advance or leave without pay. Employees will be notified of the date and duration of the shutdown no less than 14 days in advance.
- Annual leave accumulated with the New Zealand Fire Service and Fire and Emergency New Zealand prior to the effective date of this agreement will be carried forward to this agreement.

PUBLIC HOLIDAYS

- 4.1.2.1 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.
- 4.1.2.2 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.
- 4.1.2.3 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.

4.1.2.4 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 remuneration divided by 2080. If required to attend work on a public holiday, the employee shall be paid a minimum payment of three hours.

4.1.2.5 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

4.2.1 Remuneration Rates

4.2.1 Remuneration Rates - With effect from 1 July 2021

	Minimum appointment step	Step 1	Step 2	Step 3	Step 4	Step 5	Additional qualification step
FRMO Trainer VSO	\$79,522.34	\$86,088.66	\$88,015.27	\$89,913.64	\$91,825.56	\$95,892.36	-
Senior FRMO Senior Trainer (NTC)	\$91,256.42	\$93,198.16	\$95,138.79	\$97,081.65	\$99,507.71	\$101,934.90	\$106,789.26
Advisor Community Readiness and Recovery Advisor Risk Reduction	\$89,261.91	\$91,245.42	\$93,229.59	\$95,212.66	\$97,196.82	\$99,179.90	\$104,138.68
Senior Advisor Community Readiness and Recovery Senior Advisor Risk Reduction	\$106,332.27	\$108,694.95	\$111,057.62	\$113,421.38	\$115,784.06	\$118,146.92	\$124,054.50

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 provided that the gross cost of any employer contribution to a superannuation scheme is deducted from the total remuneration package. 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 or any other scheme for which Fire and Emergency New Zealand must make compulsory contributions, will have employer contributions directed into the scheme in addition. New appointments from 1 July 2007 will be to a salary step determined by the employer and agreed with the employee, depending upon their relevant experience.

4.2.1 Remuneration Rates - with effect from 1 July 2022.

	Minimum appointment step	Step 1	Step 2	Step 3	Step 4	Step 5	Additional qualification step
Trainer VSO	\$83,498.46	\$90,393.09	\$92,416.04	\$94,409.32	\$96,416.84	\$100,686.98	-
Senior Trainer (NTC)	\$95,819.24	\$97,858.07	\$99,895.73	\$101,935.74	\$104,483.10	\$107,031.64	\$112,128.72
Advisor Community Readiness and Recovery Advisor Risk Reduction	\$93,725.01	\$95,807.69	\$97,891.06	\$99,973.26	\$102,056.67	\$104,138.89	\$109,345.61
Senior Advisor Community Readiness and Recovery Senior Advisor Risk Reduction	\$111,648.89	\$114,129.69	\$116,610.50	\$119,092.45	\$121,573.26	\$124,054.27	\$130,257.23

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 provided that the gross cost of any employer contribution to a superannuation scheme is deducted from the total remuneration package. 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 or any other scheme for which Fire and Emergency New Zealand must make compulsory contributions, will have employer contributions directed into the scheme in addition. New appointments from 1 July 2007 will be to a salary step determined by the employer and agreed with the employee, depending upon their relevant experience.

4.2.1 Remuneration Rates - with effect from 1 July 2023.

	Minimum appointment step	Step 1	Step 2	Step 3	Step 4	Step 5	Additional qualification step
Trainer VSO	\$87,673.38	\$94,912.75	\$97,036.84	\$99,129.79	\$101,237.69	\$105,721.33	-
Senior Trainer (NTC)	\$100,610.20	\$102,750.98	\$104,890.51	\$107,032.52	\$109,707.26	\$112,383.22	\$117,735.16
Advisor Community Readiness and Recovery Advisor Risk Reduction	\$98,411.26	\$100,598.08	\$102,785.62	\$104,971.96	\$107,159.50	\$109,345.84	\$114,812.89
Senior Advisor Community Readiness and Recovery Senior Advisor Risk Reduction	\$117,231.33	\$119,836.18	\$122,441.03	\$125,047.08	\$127,651.92	\$130,256.98	\$136,770.09
<p>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 provided that the gross cost of any employer contribution to a superannuation scheme is deducted from the total remuneration package. 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 or any other scheme for which Fire and Emergency New Zealand must make compulsory contributions, will have employer contributions directed into the scheme in addition. New appointments from 1 July 2007 will be to a salary step determined by the employer and agreed with the employee, depending upon their relevant experience.</p>							

4.2.2 An employee's performance will be reviewed annually on or around 1 July against the progression criteria defined for their position. Where an employee has demonstrated the skills, competencies and level of performance detailed in those criteria the employee's remuneration will be increased to the corresponding level as detailed in the table above with effect from 1 July of that year.

This does not prevent or exclude accelerated progression based on merit where the staff member has demonstrated the required level of development to move up the scale at intervals less than one year per step. Equally, appointment levels will depend upon a range of factors including recruitment and retention issues for roles, and the assessed level of competence and skill pertaining to the candidate according to their previous

position.

Employees appointed above the entry level for a role must satisfy all the required criteria for the next step, including the criteria below that level, prior to further advancement.

The operation of the Additional Qualification step in the Black watch scale will continue as it current stands. However, the parties will endeavour in good faith to agree criteria to apply to that step, recognising that it may not solely relate to the achievement of external qualifications and may allow for other recognition of competency warranting that recognition.

TRAINING VOLUNTEERS

- 4.2.3 Firefighters and Officers employed training volunteers shall be paid, per hour or part thereof, the training allowance specified in Table 7 of Part 5 of this Agreement while so employed in addition to any other wages to which they are entitled under this Agreement. This clause will not apply to Firefighters and Officers assigned to Black Watch to undertake training duties for a period of more than one month. Where training others is included in the position description for the employee in the black watch role, that employee will not be eligible for this allowance as training is a specific requirement of their position and therefore they are already remunerated at a level that takes into account the requirement to train others.

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

- 4.3.1 Workers 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).
- 4.3.2 It is recognised that the roles of Training, Fire Risk Management and Volunteer Support Officers must be responsive to the operational needs of the employer and the requirements of volunteers and the public. Only with the agreement of the existing worker, the hours set out above may be varied by the employer on a temporary or permanent basis, provided that an overall average of 40 hours per week is maintained.
- 4.3.3 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 employer's genuine and ongoing business needs provided that the hours are agreed with the employee and average 40 hours per week.
- 4.3.4
- 4.3.5 Workers 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 Risk Management, 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. A worker who is called out by the employer, in the event of an emergency incident, after having ceased work for the day and left his/her place of employment, or before the normal time of starting work, shall be paid a minimum of three hours at the appropriate over time rate, provided that, for the purposes of this minimum, more than one call-out completed within three consecutive hours shall be deemed to be one call-out. Managers may approve a call-out payment for a worker who is required to undertake substantive work while on-call regardless if they are not physically required to leave their residence in order to conduct that work.
- 4.3.6 Additional hours worked beyond 40 hours a week may be compensated by time in lieu or payment of T1.5 of the hourly rate (calculated by dividing the remuneration rate by 2080), at the discretion of the employee, provided that these hours comply with Fire and

Emergency New Zealand's Fatigue Management Policy and are approved by the employee's manager in advance.

- 4.3.7 An employee who is formally rostered on call through an established on-call roster will receive a non-superable on-call allowance of \$200 (two hundred dollars) for each seven-day period that they are rostered on call to compensate them for the disruption associated with being on-call and for the requirement to take phone calls, and provide advice over the phone during on-call periods. Where an employee rostered on call is called out, and required to attend the workplace, or an incident ground, the overtime provisions in Clause 4.3.5 will apply. A worker cannot be rostered on-call while on annual leave.

PART 4 - CLAUSE 4 MINIMUM BREAK BETWEEN SPELLS OF DUTY

- "Ordinary Work" means work during hours that are normally paid at ordinary time rates.
- "Nine-Hour Break" means a period off duty of nine consecutive hours.
- "Unbroken Work" means ordinary work that is separated from the preceding period of ordinary work by less than a nine-hour break.
- Where practicable, no worker shall be required to perform unbroken work.
- 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.

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.

PART 4 - CLAUSE 5 - USE OF MOTOR VEHICLE

- 4.5.1 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.
- 4.5.2 Use of any vehicle provided is determined by the Fire and Emergency New Zealand Non-Contractual Motor Vehicle Policy.
- 4.5.3 The conditions attached to the use of any vehicle are set out in Fire and Emergency New Zealand's Motor Vehicle policy and the employee must comply with that policy which may be updated by Fire and Emergency New Zealand from time to time.
- 4.5.4 Fire and Emergency New Zealand agrees to consult the Union before making any substantial changes to Fire and Emergency New Zealand Motor Vehicle policy.

PART 4 • CLAUSE 6 - CHANGE OF WATCH

- 4.6.1 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.
- 4.6.2 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.

PART 4 - CLAUSE 7 ASSIGNMENT OF RANK

4.7.1 Employees covered under this section are subject to the provisions of the NZFS Rank and Authorised Command Level Policy.

PART 4 - CLAUSE 8 SICK LEAVE.

4.8.1. General Entitlement

- (a) During the first six months of service with Fire and Emergency New Zealand, the Employee will be entitled to ~~ten~~(10)days leave for occasions when they are sick or injured, their spouse and/or dependent(s) is sick or injured.
- (b) For the purposes of sickness or injury of dependents, the 10 days' leave referred to above shall apply on a per annum basis and may be accumulated each year to a maximum of twenty (20) days, and beyond that at the Employer's sole discretion.
- (c) After completion of six months' continuous service with Fire and Emergency New Zealand, an employee who is sick or injured shall be entitled to take sufficient time off work on pay as is necessary to effect a recovery from the illness or injury and return to work. This entitlement does not apply in respect of sickness or injury of dependents and/or bereavements and is subject to the limitations in this employment agreement and relevant employer policies.
- (d) The entitlements in this schedule are inclusive of (and are not in addition to) any entitlement in the Holidays Act 2003.

ABSENCE FROM WORK DUE TO SICKNESS OR INJURY TO AN EMPLOYEE

- 4.8.2 In all cases of absences covered by this schedule, the employee shall, if requested by the Fire and Emergency New Zealand:
- i. provide appropriate proof of reasons for the absence as detailed in this schedule and relevant employer policies;
 - ii. consult a medical practitioner engaged by Fire and Emergency New Zealand to assess progress and treatment related to fitness to work. When the Employee consult a medical practitioner in terms of this sub-clause, the Fire and Emergency New Zealand shall pay the costs associated with such a consultation;

- iii. agree to the medical practitioner referred to in 2 (a) (ii) being given access to the employee's chosen medical practitioner to discuss those aspects of the employee's condition relating to fitness to work;
- iv. participate in a rehabilitation programme (whether in terms of the Injury Prevention Rehabilitation and Compensation Act 2001 or not).

Subject to clause 4 (a) of this schedule, sick leave in terms of this clause is available to employees on the basis of mutual trust between the Fire and Emergency New Zealand, its employees and their colleagues, and the belief that, if sick or injured, employees should be able to recover from any incapacity without fear of immediate termination of employment or loss of pay.

An employee who is absent for reasons of illness or injury health for a period of three or more consecutive days (or where there are reasonable grounds for the Employer to suspect that the absence is not genuinely due to sickness or injury) shall, if so required, supply a medical certificate to the Employer setting out the nature of the illness and the date by which the employee may be expected to return to duty.

If the absence is long term in nature the employee shall be entitled to full ordinary pay for a maximum of six months. Fire and Emergency New Zealand may approve a further extension on full pay.

Throughout the period of absence Fire and Emergency New Zealand Fire Service may make periodic checks on the progress of recovery or rehabilitation. If, after 3 months' absence, it appears that an employee is unlikely to return to normal work within the foreseeable future, termination in accordance with the Fire Service Act 1975 may occur.

SPECIFIC PROVISIONS RELATING TO INJURY

Employees are to report any Fire and Emergency New Zealand work accident and resulting injury to Fire and Emergency New Zealand as soon as possible after the event. They are also to complete the necessary documentation without undue delay.

Where the absence is as a result of a Fire and Emergency New Zealand work injury the employee is to provide the Fire and Emergency New Zealand Injury Management Unit (IMU) and relevant managers (where appropriate) with copies of all relevant documentation.

The provisions of the applicable Injury Prevention, Rehabilitation and Compensation Act 2001 (IPRC Act) or Accident Compensation Act or any Act passed in substitution for that Act shall apply.

Where employees are injured whilst not at work it is their responsibility to deal directly with ACC on compensation and injury care matters. Except for the provisions relating to payment of wages, clauses 2 (b) through 2 (e) (inclusive) of this schedule shall apply to personnel on non-work accident leave.

Employees requiring treatment as a result of an accident or emergency during a period of Fire and Emergency New Zealand duty shall be entitled to free emergency treatment paid for by ACC through nominated registered practitioners, or other health care providers nominated by ACC.

Where absence from work is due to injury arising from a Fire and Emergency New Zealand work accident Fire and Emergency New Zealand shall:

- (i) make up the balance of pay between full ordinary pay and the 80 % of the compensation paid by ACC;
- (ii) make up the difference between the amount allowed for under the Act for medical treatment and the fee paid by the employee for treatment in relation to the accident where that course of treatment has been approved by the occupational health medical practitioner appointed by Fire and Emergency New Zealand.
- (iii) Administer the claim in terms of the Act and our obligations as an accredited employer under that Act.

Caution

Any employee who is found to be abusing the trust upon which this policy is based, by taking time off for illness or injury when not ill or injured, may be regarded as having committed serious misconduct. Proven serious misconduct may result in summary dismissal.

OCCUPATIONAL HEALTH MONITORING

The Health and Safety in Employment Act 1992 requires the Employer to take all practicable steps to monitor the Employee's health in relation to exposure to hazards. The Employee consents to the employer fulfilling that obligation using the New Zealand Fire Service Occupational Health Service. Results of that monitoring process will be made available to the Employee. (clause needs updating to new legislation)

PART 4-CLAUSE 9 TERMINATION

- 4.9.1 Where the Employer has grounds for terminating on notice (which may include redundancy, incapacity or poor performance) or the Employee wishes to resign, this agreement may be terminated by the party in question giving the other party one month's notice in writing to that effect.

If the Employer does not require the Employee to work out any period of notice, the Employer shall be entitled to fully discharge its obligations to the Employee by making a payment of base salary in lieu of notice. In the event that the Employer elects to pay base salary in lieu of notice in any situation, the Employee's employment is deemed to have terminated on the last day of actual work.

Nothing in this agreement shall affect the Employer's right to dismiss the Employee without notice for serious misconduct or other cause justifying summary dismissal. Serious misconduct includes (but is not limited to):

- dishonesty such as theft, fraud, or falsification of time sheets or records;
- abuse of e-mail and internet privileges including downloading or distributing of pornography or other inappropriate material;
- being under the influence of alcohol or drugs in the workplace. This includes being under the influence of alcohol or drugs while off the premises but on Fire and Emergency New Zealand business including while driving a Fire and Emergency New Zealand vehicle;
- fighting in the workplace;
- intimidation or harassment of other workers or their families. This includes intimidation or harassment as a result of a person's terms and conditions of employment or status as either a union or non-union member. It also includes sexual or racial harassment;
- breach of confidentiality including leaking information;

- conduct which may bring Fire and Emergency New Zealand into disrepute.

Upon the termination of employment, or at any other time where requested by the Employer, the Employee must return all property belonging to the Employer. This includes returning all files and data in a readily useable form.

PART 4- CLAUSE 10 ABANDONMENT OF EMPLOYMENT

- 4.10.1 In the event that the Employee is absent from work for more than three working days without the consent of the Employer, the Employee will be deemed to have abandoned his or her employment. Both the Employer and the Employee will make reasonable efforts to contact each other during such periods of absence.

PART 4 - CLAUSE 11 OTHER PROVISIONS

4.11.1 Driving Licences

Employees who are required to obtain and maintain an HT licence to fulfil the responsibilities of their role will have the costs of obtaining and maintaining that licence paid for by Fire and Emergency New Zealand.

4.11.2 Employees Attending Training Courses

Employees shall be given not less than two weeks' notice to attend training courses that are two or more days in duration and require the employee to stay overnight away from home.

4.11.3 Hepatitis B Vaccination

Fire and Emergency New Zealand will make hepatitis B vaccinations available to all employees.

Part 5

Tables & Chart

PART FIVE TABLES

The following tables are for the years commencing 1 July 2021, 1 July 2022, and 1 July 2023 respectively, based on the agreed annualized rates contained in the terms of settlement.

The annualized rate, inclusive of the driver allowances (where applicable), divided by 52 is the total weekly wage rate;

The total weekly wage rate, inclusive of the driver allowance (where applicable), divided by 42, for the hourly rate;

The overtime rate is the hourly rate multiplied by 1.5

NOTE: there is current litigation as at the date of ratification as to the applicable overtime rate on Public Holidays. The rate showing in the tables is the rate applicable under the CEA, which is the subject of litigation.

The Overtime Day shift rates are the overtime rate multiplied by 10 hours

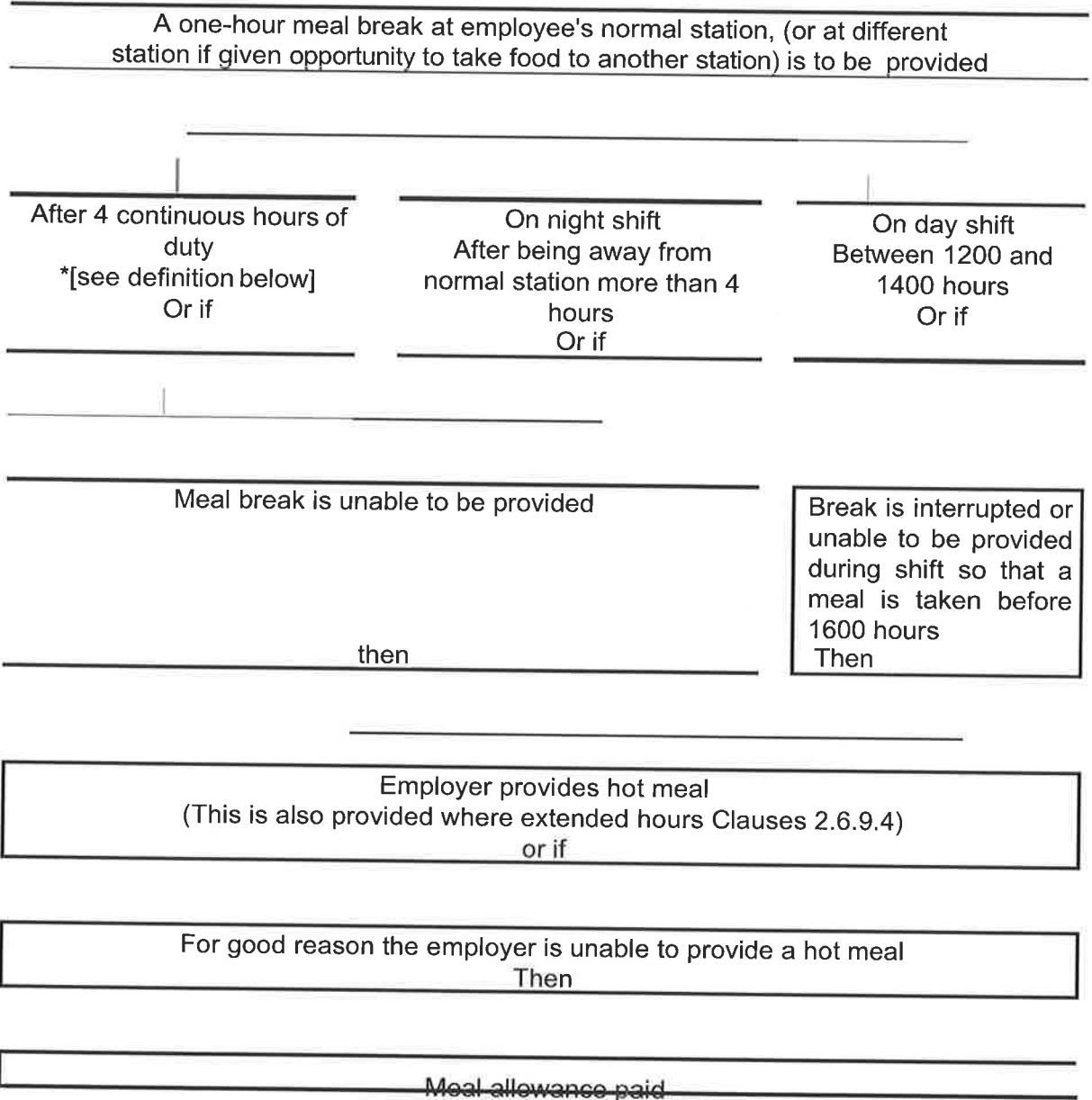
The Overtime Night shift rate is the overtime rate multiplied by 14

The Yellow watch Overtime shift rate is the overtime rate multiplied by 10.5

NB: Part Five tables will be inserted as part of the final edits for the Collective Employee Agreement to take place in Q1 2023.

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

SERVICES FOR RESOLVING AN EMPLOYMENT RELATIONSHIP PROBLEM

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.

6.1.1 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.

6.1.2 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.

6.1.3 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.

6.1.4 **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.

6.1.5 **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 TWO - AGREED WORKING PARTIES/PROJECTS

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

6.2.1 **RE-WRITE OF COLLECTIVE AGREEMENT**

The Union and Employer agree to form a working party to re-write this Agreement during its term. The re-write will focus on simplification and clarification of existing content and structure, and will not consider changes to entitlements provided within this Agreement.

Where the working party identify areas where changes of entitlements could be considered, these will be referred to the next round of negotiations between the parties.

6.2.2 **SUPERANNUATION - LOSS OF MEDICAL/PHYSICAL FITNESS**

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.

6.2.3 **REVIEW OF PCA**

The Union and Employer have undertaken a review of the PCA in 2015.

6.2.4 NATIONAL RESOURCE ALLOCATION MODEL

The Union and Employer have agreed to form a Stakeholders Consultation Group as a means to further facilitate and agree on the development and implementation of a National Resource Allocation Model (NRAM). The NRAM will be instrumental in helping Fire and Emergency New Zealand continue its shift towards managing community risk in a fully integrated manner.

The parties commit, in good faith and with genuine cooperation, to achieving the organisational objectives listed below.

A fully developed NRAM will enable Fire and Emergency New Zealand to:

1. objectively match resourcing levels to identified community risk;
2. show that it can respond in a timely and effective manner to every emergency incident where life and/or property is endangered;
3. demonstrate a rational, transparent and consistent approach to resource deployment across the country; and
4. demonstrate a cost-effective approach to resource management.

6.2.5 DISTRICT AMALGAMATION

If an amalgamation of existing fire districts is being contemplated the Union and Employer will, prior to any decision on amalgamation being taken, discuss the impacts of the proposed amalgamation on the operation of Clause 2.3.5 (Relieving Workers), and identify whether any changes are appropriate to ensure the continued effective operation, without disadvantaging workers, of Clause 2.3.5 across the proposed boundary changes. Any changes identified and agreed by the parties as necessary will be given effect by way of a variation to this agreement.

6.2.6 REMUNERATION RATES FOR COMMUNICATIONS CENTRE AND BLACK WATCH POSITIONS

The Union and Employer have undertaken a review of remuneration structures and remuneration rates for positions covered by Parts 3 and 4 of this Collective Agreement. The outcome is reflected in this agreement, with the parties committed to ongoing review of the effectiveness and application of the new approach recognising the importance of attraction, retention and progression in these roles. Progression criteria are found with the relevant job descriptions.

PART 6- SCHEDULE THREE - NATIONAL EMPLOYMENT POLICIES

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

- 6.3.1 Appointment Policy
- 6.3.2 Review of Appointments
- 6.3.3 Transfers, Notification of Vacancies & Appointments Policy
- 6.3.4 Physical Competency Assessment (PCA Updates: 12 March and 29 May 2003)

PART 7 - SCHEDULE ONE - ENFORCEABILITY OF TERMS OF SETTLEMENT

7.1. For the avoidance of doubt, clauses 1- 50 inclusive of the attached terms of settlement to this Agreement are terms of this Agreement and are enforceable as such.

DATED THIS

21st

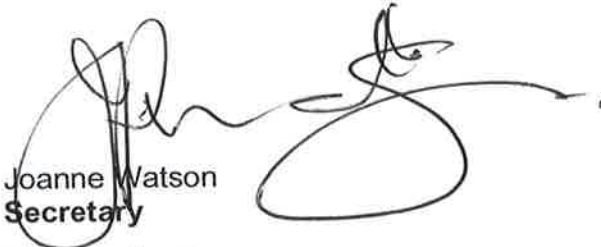
DAY OF

DECEMBER

2022



Kerry Gregory
Chief Executive
Fire and Emergency New Zealand



Joanne Watson
Secretary

New Zealand
Professional
Fire Fighters
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.

HR Business Partners 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 FireNet 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

HR Business Partners are able to provide assistance and advice in all aspects of recruitment, including maintaining position descriptions.

Accountabilities

Managers and Chief Fire Officers are responsible for the operation of this policy.

HR Business Partners are responsible for providing support and advice to Chiefs and Managers in respect of the application of this policy.

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 Business Partners

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 Review

of the 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, which ever 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 re-advertising, 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.

HR Business Partners are also available to provide advice and support in terms of this policy and procedures.

Accountabilities

Fire Region Managers are responsible for operation of this policy.

HR Business Partners 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.

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

Assistance

For further assistance or advice please contact:

HR Business Partners

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 an Area Manager or Assistant Area Manager. Area Managers are appointed to head a defined location, determined by the Fire Service Act to be a Area. Each Area is made up of one or more Fire Districts, as defined in the Fire Service Act.

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 Area or Assistant Area Manager will select one employee by following the procedure set out in section 3(i).

(ii) The provisions of the above clause (1(i)) are met when a District maintains an agreed* station preference system that enables personnel within the District to state, and regularly update, their preferred location(s) should vacancies arise. Where such a system is maintained it will not be necessary to notify every vacancy as it arises - transfers can be made once a vacancy arises without notification, using the preferences maintained in the station preference system. If two or more employees express a preference for the same position in the station preference system, the Area or Assistant Area Manager will select one employee by following the procedure set out in section 3(i).

*Agreed principles for the maintenance and operation of a station preference system will be developed at a national level between NZFS and the NZPFU. As long as a local system conforms with these principles it will be deemed to be 'agreed' for the purposes of this clause.

(iii) At the completion of any intra-District transfers (or in all cases for single station districts), the Area Manager 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 Area Manager. In determining whether to tag a position for a new recruit, the Area Manager 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 Area or Assistant Area Manager 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 Area Manager 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 Area or Assistant Area Manager.
 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.

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.

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

Two or more Firefighters or two or more Officers can effect a mutual swap between Fire Districts where individual employees agree, and their respective Area Managers also agree (this agreement will not be unreasonably withheld). All transfer costs are to be borne by the individuals electing to transfer.

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.

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

Area Managers are responsible for the operation of this policy.

HR Business Partners are responsible for providing advice and guidance on the application of this policy.

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

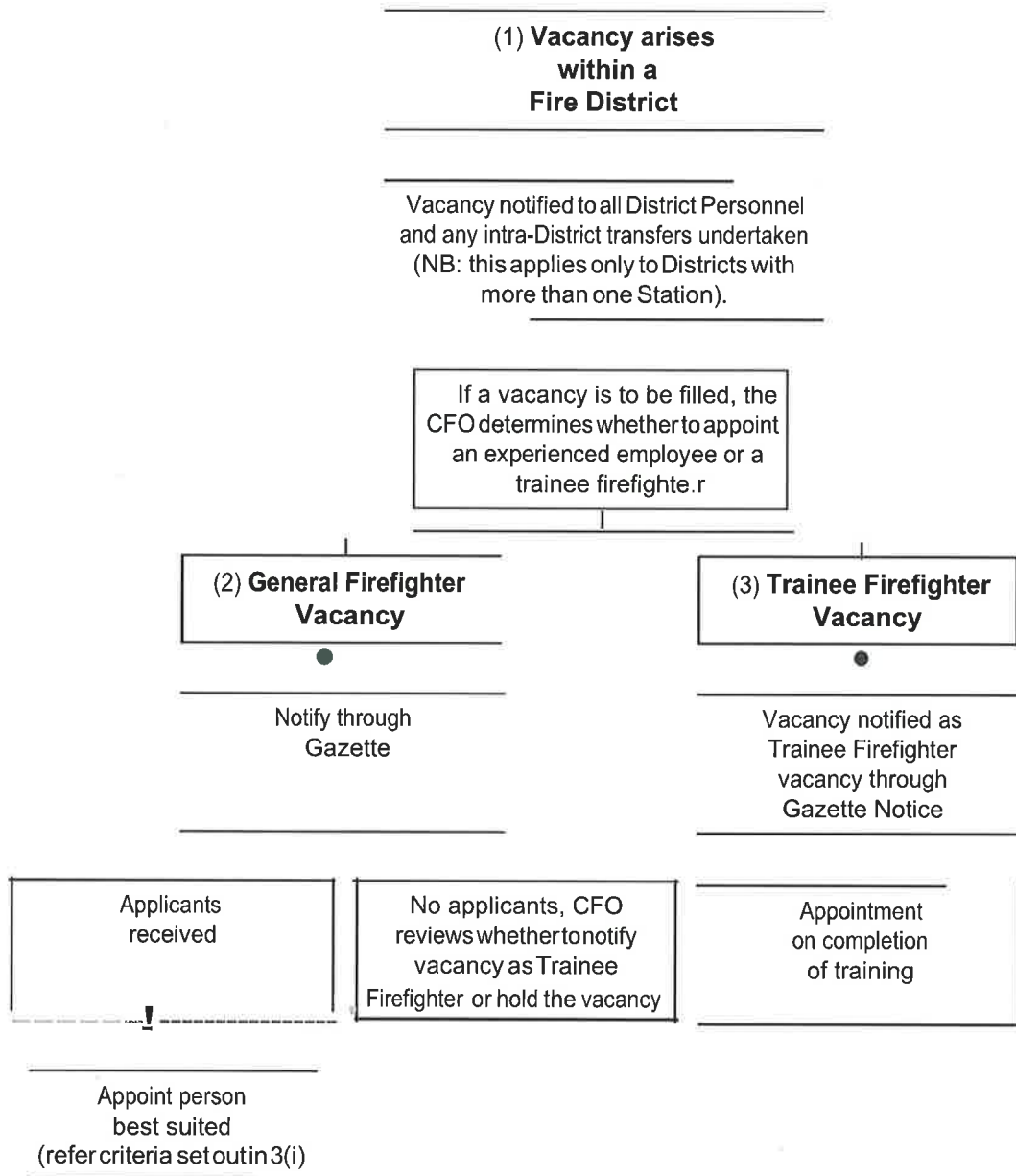
Assistance

For further assistance or advice please contact:

HR Business Partners

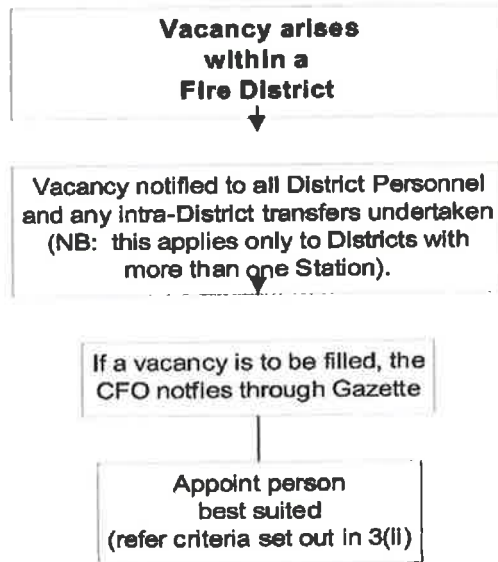
Appendix A

Notification & Filling of Firefighter Vacancies



Appendix B

Notification & Filling of Officer Vacancies



Appendix C

Fire and Emergency New Zealand 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: _____

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 fulfills 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.. The Chief Executive approved their recommendations and appointed a small sub-committee to oversee the implementation of the assessment. The PCA came into force from 1 July 2003 and was reviewed by the parties in 2015.

Who will be required to undergo the PCA?

The PCA applies 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

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.

As the annual allowance is 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. A full practise is compulsory in the six months leading up to the formal PCA. It is recommended that staff undergo a PCA practise at least once in the "off year" for PCA.

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 hose reel 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?

Total time including transits between elements

Pass
(Green)

Less than 7 minutes, 24 seconds

Pass, but requires improvement

7 minutes, 25 seconds or greater but less than 9 minutes, 19 seconds

(Amber)

Fail, requires remedial action and immediate withdrawal from operational duties

Greater than 9 minutes, 20 seconds

(Red)

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:

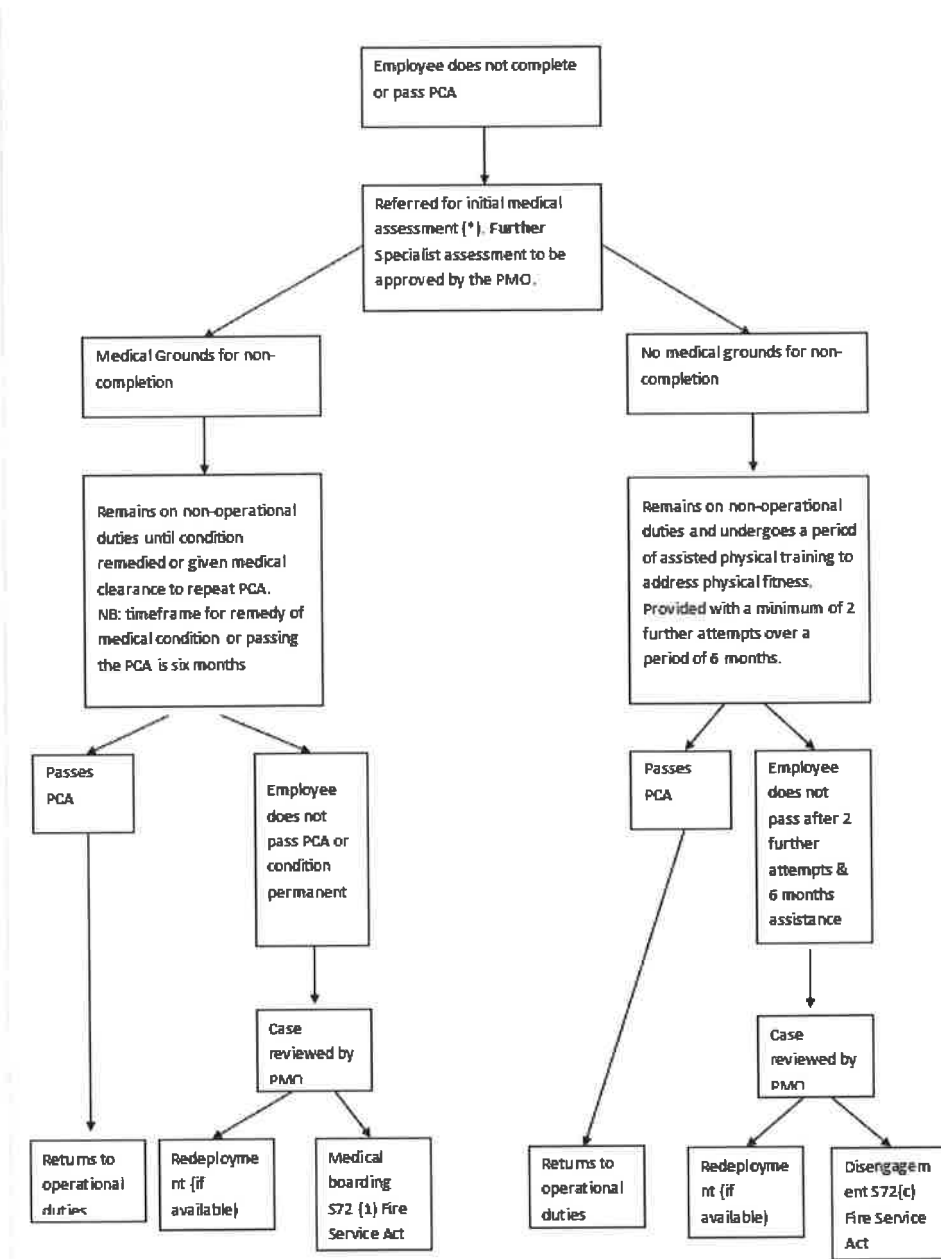
Pass - but requires improvement (Amber Zone) – The Working Party recommends that such individuals be permitted to continue operational duties but be provided with a tailored, self-guided training programme based upon the standard gym equipment provided at stations. It is recommended that

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. Regional Co-ordinators are recognised as having an obligation in relation to safety and wellbeing such that in the event they should become concerned by their observations of an individual undertaking the PCA or practise, they should raise their concerns with the individual and determine whether or not further escalation is necessary. A representative of local management will be present at all formal PCA.

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.
