

Appendix A

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 forfeited.
- With the approval of the Area Manager, banked time earned more than 12 months ago may be carried over for a specified period.

Appendix B

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

Vacancies within a Fire District

(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 the 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.

**Selection 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 total length of service in the rank.
- (ii) Officer vacancies notified under 2(i)(a) shall be filled in accordance with the Recruitment Best Practice Guide.
- (iii) When a vacancy has been notified under 2(i)(a), and an employee has genuine and compelling compassionate grounds for appointment (see Section 4), that employee shall be given priority over other applicants.

**Section 4
Compassionate
Grounds**

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

- A compelling domestic or personal situation (which requires the worker to live in, or close to the District within which the vacancy arises).
That either:
 - Must NOT have existed at the time that the worker was engaged (note the Recruit Deployment policy),
or
 - Must NOT be of the worker's choice.

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

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

Section 5

Mutual & Directed Transfers

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

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

Assistance

For further assistance or advice please contact:

- *Human Resources Consultants*

Appendix C

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) and Business Plans

2.5.2.1 SMS is founded upon consultation and partnership at all levels between the NZFS 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 groups 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 the NZFS is operated efficiently and effectively and, therefore, must oversee and facilitate the planning and reporting functions performed through SMS. It is reasonable for management to monitor output plans and ensure that 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

2.5.2.2.1 Subject to the provisions of Subclause 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

2.5.2.3 2300 – 0700 Hours

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

PUBLIC HOLIDAYS

2.5.3 On the following Public Holidays, the daily routine will not include programmed work in favour of a routine sufficient to maintain normal full operational response capability:

- Christmas Day
- Good Friday
- Easter Monday
- ANZAC Day (morning)

PHYSICAL FITNESS TRAINING

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

NOTE: This replaces current Clause Part 2, Clause5 and current Part 6, Schedule 5