

Relieving Duties

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

TOOL ALLOWANCE

- 2.6.20 A worker who is appointed by the Chief Executive/National Commander to maintain brigade vehicles, appliances and pumps and who is required to provide sufficient privately owned tools of trade to carry out such trade work for the brigade and who uses them for that purpose for an equivalent of at least 50% of the routine hours for which he/she is employed each week, shall be paid a tool allowance at the rate set out in Table 4 of Part 5 of this Agreement.

QUALIFICATION BONUS

- 2.6.20 Any worker who obtains a full pass in one of the Examinations listed under the heading "Qualification Bonus" in Table 4 of Part 5 of this Agreement shall be paid the allowance specified in that part.

- 2.6.21 Officership Allowance

Officers working on the operational or yellow watch roster, or in relieving positions as defined in Clause 2.3.5.2 of this Agreement, will receive an allowance set out in Table 4, Part 5 of this Agreement in recognition of enhanced duties associated with the introduction of TAPs, the Station Management System and general supervisory responsibilities. The allowance will not be subject to employer superannuation contributions.

PART 2 – CLAUSE 7 – ANNUAL LEAVE

ANNUAL LEAVE

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

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.

2.3.5 RELIEVING WORKERS

2.3.5.1 The New Zealand Fire Service and the New Zealand Professional Firefighters Union shall establish a joint project team of up to four representatives from each party which shall hold its first meeting by 30 April 2012, to develop and agree solutions that enable the more flexible deployment of relieving staff, including additional relieving staff that will be employed to reduce the high level of overtime required to maintain staffing levels.

The parties acknowledge that the New Zealand Fire Service has already undertaken a significant level of analysis in relation to absence trends and patterns, staffing levels necessary to reduce overtime and the work patterns that would be needed to enable additional relieving staff to be deployed effectively, and this work can be used by the project team to develop alternative options to those already proposed by the New Zealand Fire Service. The working party will identify options to facilitate relieving workers having a reasonable number of weekends off duty.

The working party will monitor the number of instances where relieving workers are rostered to work shifts where there is no absence to fill and address the balance of relieving workers to ensure this does not occur on more than two occasions per relieving worker per year.

NZFS and the NZPFU will jointly agree the establishment of benchmark costs of staffing prior to the introduction of new Clause 2.3.5.2. NZFS and the NZPFU will jointly review the operation of Clause 2.3.5.2 annually until 2016 to ensure it is operating as intended. This review will also evaluate the additional costs and/or savings generated from the introduction of these changes to staffing costs based on the benchmark costs established. Where savings are generated from the introduction of these changes, these savings will be re-directed, in the next round of negotiations, into increases to wage rates in a manner to be determined and agreed during those negotiations.

The parties hereby agree that if agreement cannot be reached on clauses that are acceptable to both parties and an associated variation to this Collective Agreement signed by 30 June 2012 then Clause, 2.3.5.2, shall take effect from, and be fully enforceable from, 1 July 2012.

2.3.5.2 Reliever positions will be advertised and workers will be appointed to these positions in accordance with NZFS's standard appointment process. Except as provided for in relation to recruit firefighter positions below, only qualified firefighters or above will be eligible to apply for a relieving position.

Recruit firefighter positions will be advertised as reliever positions, however, firefighters appointed to reliever positions will not be able to be deployed as relievers until such time as they have reached the rank of qualified firefighter. They will remain on the operational roster until they have achieved a minimum rank of qualified firefighter and are deployed as relievers within their fire district under this clause.

There will be no directed transfers, other than where employees have been appointed to, but not yet deployed into, relieving positions. If a worker is deployed to a relieving position and subsequently applies for and is appointed to a vacancy to a coloured watch the worker cannot be redeployed to a relieving watch unless they agrees.

Relieving workers will be assigned to a Fire District and will be assigned a "usual station", which will be the Station within that District closest to the employee's place of residence. Relieving workers shall report for duty at their usual station unless otherwise directed. If the workers residence changes they will change their usual station.

Reliever positions will be over and above core staffing levels, where core staffing levels are defined as minimum shift manning multiplied by 4. Core staffing vacancies will be filled as a priority.

The advertising of reliever positions will occur proportionally across all fire districts.

Any employee employed as a reliever as at 30 June 2012 will remain on their existing terms and conditions as defined in this Agreement, and Clause 2.3.5.2 of this Agreement will not apply to them while they remain in that reliever position. If an employee employed as a reliever as at 30 June 2012 applies for, and is appointed to, an advertised relieving position on or after 1 July 2012, Clause 2.3.5.3 of this Agreement will apply from the date they are appointed to the new position.

The 8-day cycle for relieving workers shall nominally commence on the first day shift of Brown watch unless agreed otherwise between the employee and the employer.

Relieving workers cannot be directed to perform relieving duties outside the Fire District to which they are assigned, unless they agree to do so.

Workers employed as relieving workers will not be assigned to a specific watch. Relieving Workers will be advised a minimum of 8 days prior to the commencement of each 8-day cycle the shifts they will be required to work over that 8-day cycle. Such shifts may be on any one or more of the Green, Red, Brown or Blue watches.. At all times the Fatigue Management Policy will be complied with in relation to workers who are employed as relieving workers. At all times workers employed as relieving workers will receive at least 72 consecutive hours off in each 8-day cycle.

Each employee will receive a minimum of 72 consecutive hours off duty immediately prior to the commencement of their annual leave cycle and will also

receive a minimum of 48 consecutive hours off duty immediately following the conclusion of their annual leave cycle, before being rostered back on duty.

The following shift patterns are not permitted on the relieving worker shift cycle:

- A 24-hour period of continuous duty commencing with a night shift
- A 24-hour period of continuous duty without a minimum 10-hour break at the conclusion of that period of duty
- 4 consecutive night shifts
- Where practicable shifts should follow the days before night pattern

Any additional hours worked over and above the standard 48 hours in each 8-day cycle will be paid at the appropriate overtime rate. No deduction will be made where an employee works less than 48 hours in any 8-day cycle because the Employer has not scheduled the employee to work for the required 48 hours, and notified the employee of that schedule at least 8 days prior to the commencement of that cycle.

Wherever practicable, relieving workers will be assigned to one distinct watch in each 8-day cycle. The number of different watches worked in each 8-day cycle will be minimised as much as is practicable.

Relieving workers employed under this clause will receive an allowance of \$60 per week, in addition to all other wage and allowance payments payable under this agreement, in recognition of the flexibility afforded by relieving workers.

Existing practices for the calculation of travel distance and time will be utilised where they exist to determine entitlements when a relieving worker is required to work at a station other than their usual station. Where existing practices do not exist, a matrix will be agreed between the parties that details the prescribed travel distances, and travel times, between each Station within each Fire District, for the purposes of calculating travelling time and mileage reimbursement when a relieving work is assigned to a station other than their usual station. Mileage reimbursement will be paid at the rates prescribed elsewhere in this agreement.

The working party will continue to operate beyond implementation to monitor the implementation of Clause 2.3.5.2 so that any implementation issues can be resolved quickly.

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

2.3.6 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.

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

Normal Rosters:	Green	DDNN....DDNN....DDNN....DDNN....	Green
	Red	..DDNN....DDNN....DDNN....DDNN..	Red
	BrownDDNN....DDNN....DDNN....DDNN	Brown