



THE NEW ZEALAND FIRE SERVICE
and



NEW ZEALAND PROFESSIONAL
FIREFIGHTERS' UNION



Collective Agreement for

UNIFORMED

and

COMMUNICATIONS CENTRE EMPLOYEES



5 January 2012 to 31 December 2012

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

Collective Agreement for
Uniformed & Communications Centre Employees

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Part 1

Conditions Which Apply to all Workers Covered by the Agreement

General

CLAUSE A

THE PARTIES

This Collective Employment Agreement, the Agreement, is between –

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

CLAUSE B

ADDITIONAL PARTIES

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

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

PART 1 – CLAUSE 1 – COVERAGE

1.1.1 This agreement covers the work of:

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

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

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

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

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

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

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

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

- (i) Fire Safety Officer; or
- (ii) Training Officer; or
- (iii) Volunteer/District Support Officer; 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 The Fire Service will not offer the terms and conditions of this Collective Employment Agreement by way of Individual Employment Agreements without genuine bargaining. The parties agree that the condition of genuine bargaining is met if the Fire Service formally offers an employee an Individual Employment Agreement in writing and that employee accepts the Agreement in writing.

PART 1 – CLAUSE 2 – VARIATIONS

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

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

PART 1 – CLAUSE 3 – INTERPRETATION

1.3.1 A "**Brigade**" or "**Fire Brigade**" means a group of workers employed under the provisions of this Agreement and who are organised and trained for the prevention, suppression and extinction of fires, and for providing other emergency services for which such organisation and training of the brigade is specially suitable, and who are responsible to the Chief Executive/National Commander for discipline and duty and a "Member of a Fire Brigade" shall have a corresponding meaning. Communications Centres are specifically excluded from the definition of a brigade.

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

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

“Subject to Qualifications” means subject to the worker successfully passing the New Zealand Fire Service 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.

PART 1 – CLAUSE 4 – LEAVE

PARENTAL LEAVE:

ADOPTION LEAVE

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

1.4.1.1 Documentary evidence of an approved adoption is required.

1.4.1.2 Re-entry rights are protected.

MATERNITY LEAVE

1.4.2 Maternity Leave as special leave without pay shall be granted to women. It is not to be granted as sick leave on pay. An application for leave under this heading must be supported by a medical certificate.

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

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

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

1.4.2.4 Re-entry rights are protected.

PATERNITY LEAVE

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

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

BEREAVEMENT LEAVE

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

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

LONG SERVICE LEAVE

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

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

RECOGNITION OF PREVIOUS SERVICE

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

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

that have equivalent long service leave provisions.

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

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

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

STATUTORY HOLIDAYS

1.4.7 The following shall be recognised statutory holidays:

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

JURY SERVICE LEAVE

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

1.4.8.1 A worker called on for Jury Service may elect to take annual leave, special leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during the worker's off-duty hours, the worker may retain the juror's fees (and expenses) paid.

1.4.8.2 Where special leave on pay is granted, a certificate is to be given to the worker by the Chief Fire Officer to the effect that he/she has been granted special leave on pay and requesting the court to complete details of juror's fees and expenses paid. The worker is to pay the fees received to the Fire Service but may retain expenses.

1.4.8.3 Where special leave on pay is granted, it is only in respect of time spent on Jury Service, including reasonable travelling time. Where a worker on special leave on pay is not required by the court during normal duty hours he/she is to return to duty and to continue to work until again required for Jury Service.

1.4.8.4 If during a period of scheduled annual leave, a worker is required to serve on a jury he/she may seek and shall be granted a deferment of the annual leave.

LEAVE WITHOUT PAY

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

1.4.9.1 Compassionate Leave

1.4.9.2 To undertake a course of study

1.4.9.3 To broaden occupational experience

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

RETURN TO DUTY

1.4.9.5 Placement of a worker after a period of leave without pay cannot be guaranteed, 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 the Fire Service insurance policies or any other item from which authorised deductions are made.

1.4.9.9 At the expiration of any leave granted, any worker who has not returned to duty, or secured approval for an extension of that leave, will be treated as absent from duty.

SERVICE

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

SPORTING AND CULTURAL EVENTS

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

Overseas Sports Events

1.4.9.11.1 The sport must be commonly recognised as a sport and widely practised in New Zealand as such.

1.4.9.11.2 The sport must have a national organisation and conduct regular tournaments.

1.4.9.11.3 Selection must be on a national basis.

1.4.9.11.4 International competition must take place at some stage during the tour.

1.4.9.11.5 Regard is to be had to the sporting contact policy of the Government.

Overseas Cultural Events

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

Eligibility

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

Leave

- 1.4.9.11.10 Overseas Events – Up to four weeks' leave on full pay. Any period exceeding four weeks shall be extended leave or leave without pay.
- 1.4.9.11.11 Events within New Zealand – Leave on full pay for the period of the event, one day assembly/training, and up to two days' travelling time as necessary.

Applications

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

LEAVE FOR MILITARY TRAINING IN NEW ZEALAND

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

SICK LEAVE IN RELATION TO ANNUAL AND LONG SERVICE LEAVE

- 1.4.13 Where sickness or accident occurs during a period of Annual or Long Service Leave, the period of sickness or accident shall be debited in the normal manner against sick leave entitlement provided that:
 - 1.4.13.1 A medical certificate showing the duration of sickness is produced.
 - 1.4.13.2 Annual or Long Service Leave to which the worker becomes entitled in accordance with this provision is to be taken as soon as possible in consultation with the Chief Executive/National Commander.
 - 1.4.13.3 Annual or Long Service Leave taken in accordance with 1.4.13.2 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.

PART 1 – CLAUSE 5 – PERSONAL FILES

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

PART 1 – CLAUSE 6 – UNION MEMBERSHIP

FEES AND SUBSCRIPTIONS

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

UNION MEETINGS

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

RIGHT OF ENTRY

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

UNION REPRESENTATIVES

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

EMPLOYMENT RELATIONS EDUCATION LEAVE

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

PART 1 – CLAUSE 7 – RESOLVING AN EMPLOYMENT RELATIONSHIP PROBLEM

- 1.7.1 The services available for resolving an employment relationship problem are set out in Part 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 Subclause 1.8(a)(iii) an employee is discriminated against in employment if the employer or a representative of the employer by reason directly or indirectly of that employee's involvement in the activities of a union in terms of sub-clause 1.8 (d) or on the grounds of sex; marital status; religious belief; ethical belief; colour; race; ethnic or national origins; disability; age; political opinion; employment status; family status; sexual orientation: –
- (i) Refuses or omits to offer or afford to that employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available for other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances; or
 - (ii) Dismisses that employee or subjects that employee to any detriment, in circumstances in which other employees employed by that employer on work of that description are not or would not be dismissed or subjected to such detriment; or
 - (iii) Retires that employee, or requires or causes that employee to retire or resign
- (d) For the purpose of Subclause 1.8(c) of this clause, an employee is deemed to be involved in the activities of a union if, at any time within 12 months before the action complained of, that employee
- (i) Was an officer of a union or part of a union, or was a member of the committee of management of a union or part of a union, or was otherwise an official or representative of a union or part of a union; or
 - (ii) Had acted as a negotiator or representative of employees in collective bargaining; or
 - (iii) Was involved in the formation or proposed formation of a union; or
 - (iv) Had made or caused to be made a claim for some benefit of an employment agreement either for that employee, or any other employee, or had supported any such claim, whether by giving evidence or otherwise; or
 - (v) Had submitted another personal grievance to the employer.

- (vi) For the purposes of this clause, “ethnic or national origins” and “ethical belief” have the meanings given to them by the Human Rights Act 1993.
 - (vii) Subclause 8(c) shall be read subject to the Provisions of Part II of the Human Rights Act 1993.
- (e) For the purposes of Subclause 8(a)(iv) and Sections 103(i)(d) and 123(d) of the Employment Relations Act 2000, an employee is also sexually harassed in the employee’s employment (whether by a co-employee or by a client or customer of the employer), if the circumstances described in Section 108(2) of the Employment Relations Act 2000 have occurred.
- (f) For the purposes of Subclause 8(a)(v) an employee is subject to duress in their employment in relation to membership or non-membership of a union or an employees’ organisation if the employer or a representative of the employer –
- (i) Makes membership of a union or employees’ organisation or of a particular union or employee’s organisation a condition to be fulfilled if that employee wishes to retain that employee’s employment; or
 - (ii) Makes non-membership of a union or employees’ organisation or a particular union or employee’s organisation a condition to be fulfilled if that employee wishes to retain that employee’s employment; or
 - (iii) Exerts undue influence on that employee, or offers, or threatens to withhold, or does withhold, any monetary incentive or advantage to or from that employee, or threatens to or does impose any monetary disadvantage on that employee, with intent to induce that employee –
 - (1) To become or remain a member of a union or employees’ organisation or a particular union or employee’s organisation; or
 - (2) To cease to be a member of a union or employees’ organisation or a particular union or employee’s organisation; or
 - (3) Not to become a member of a union or employees’ organisation or a particular union or employee’s organisation; or
 - (4) In the case of an employee who is authorised to act on behalf of employees, not to act on their behalf or to cease to act on their behalf; or
 - (5) On account of the fact that employee is, or, as the case may be, is not, a member of a union or employees’ organisation or of a particular union or employee’s organisation, to resign from or leave any employment.
 - (6) To participate in the formation of a union or employees’ organisation; or
 - (7) Not to participate in the formation of a union or employees’ organisation.
- (g) A personal grievance of any employee bound by this Agreement shall be settled in accordance with the procedures set out in this subclause.

- (i) Any employee who considers that he or she has grounds for a personal grievance may submit the grievance to the employer or a representative of the employer.
- (ii) The grievance shall be submitted within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance has occurred or has come to the notice of the employee, whichever is the later, so as to enable the employer to remedy the grievance rapidly and as near as possible to the point of origin.
- (iii) If the grievance is not submitted within the period prescribed by Subclause (h)(ii) of this clause, the employer shall not be obliged to consider the employee's grievance, unless the Employment Relations Authority grants the employee leave to submit the personal grievance after the expiration of that period. If the Authority grants leave or if the employer consents to the personal grievance being submitted after the expiration of that period, the employer and employee shall be required to comply with the provisions below.
- (iv) If the grievance is not settled in discussions between the employee and employer, the employee shall promptly give to the employer a written statement setting out –
 - (1) The nature of the grievance; and
 - (2) The facts giving rise to the grievance; and
 - (3) The remedy sought.
- (v) If the employer is not prepared to grant the remedy sought, and the parties have not otherwise settled the grievance, the employer shall as soon as possible, but in any event, not later than the 14th day after the day on which the employer receives the employee's written statement, give to the employee a written response setting out –
 - (1) The employer's view of the facts; and
 - (2) The reasons why the employer is not prepared to grant the remedy sought.
- (vi) Where the employee and the employer agree in writing to waive the requirement for an exchange of written statements, that agreement shall not in any way affect the further application of this procedure.
- (vii) If –
 - (1) The employee is not satisfied with the employer's written response; or
 - (2) The employer fails to provide, within 14 days after the day on which the employer receives the employee's written statement, a written response; or
 - (3) The employer and employee have agreed to waive the requirement for an exchange of written statements and the employee is not satisfied with the employer's response to the grievance, -

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

PART 1 – CLAUSE 9 – DISPUTES PROCEDURE

- (a) The procedure set out in this clause shall apply to a dispute –
 - (i) Which is about the interpretation, application, or operation of this Agreement; and
 - (ii) Which is between any or all of the parties bound by this Agreement
- (b) Any entity that is a party to this Agreement and any individual person who is covered by this Agreement may invoke the procedure and have the procedure invoked against them. (Any reference in this clause to ‘party’ or parties’ shall be read to include any person covered by this agreement who invokes the procedure or responds to the invoking of the procedure as the context of the relevant part of the clause reasonably requires.)
- (c) The party invoking the procedure shall advise the other party or parties to the Agreement of –
 - (i) The existence of the dispute; and
 - (ii) The basis of the dispute; and
 - (iii) The solution sought in respect of the dispute.
- (d) The parties shall then meet to discuss the dispute.
- (e) If the parties fail to resolve the dispute, the party who invoked the procedure shall give to the other party or parties a written statement setting out –
 - (i) The nature of the dispute; and
 - (ii) The relevant facts in relation to the dispute; and
 - (iii) The solution sought in respect of the dispute.
- (f) If the other party is not prepared or able to provide the solution sought, and the dispute has not otherwise been settled, the other party shall not later than the 14th day after the day of receiving the written statement of the dispute under Subclause 1.9(e), provide a written response setting out –
 - (i) That party’s view of the facts; and
 - (ii) The reason why that party is not prepared or able to provide the solution sought.
- (g) Where the parties agree in writing that the exchange of written statements under the preceding provisions is inappropriate or unnecessary, they may dispense with those parts of the procedure.
- (h) If –
 - (i) The party invoking the procedure is not satisfied with the other party’s response; or
 - (ii) The other party fails to provide, within the 14-day period required, a written response; or

- (iii) The parties have agreed to waive the requirement for an exchange of written statements and the party invoking the procedure is not satisfied that the dispute has been resolved;

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

(i) Peace Obligation:

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

PART 1 – CLAUSE 10 – SAVINGS

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

PART 1 – CLAUSE 11 – TERM

- 1.11.1 This Agreement shall be deemed to have come into force on the 5th day of January 2012 and shall remain in force until the 31st day of December 2012.
- 1.11.2 The parties agree to commence negotiations for a new Collective Agreement in good faith within the 40 day period immediately prior to 31st December 2012.

PART 1 – CLAUSE 12 – TRANSFER EXPENSES

EXPENSES: ATTENDING INTERVIEW

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

EXPENSES ON APPOINTMENT OR TRANSFER

General:

- 1.12.2 For a worker taking up an appointment (on transfer), the Chief Executive/National Commander will allow a sum it considers reasonable, to compensate for the expenses incurred.
- 1.12.2.1 When a worker is transferred from one locality to another solely at his/her own request (other than on promotion), or on taking up an initial Fire Service post, he/she must personally bear all expenses of the transfer, but consideration will be given to refunds of up to half of the amount that would be paid under clause 1.12.3. Each case is to

receive prior approval of the Chief Executive/National Commander and will be judged on its merits.

- 1.12.2.2 Where refunds of expenses, as above, are approved by the Chief Executive/National Commander, workers are required to enter into a return of service bond for a period of two years.
- 1.12.2.3 Applications for payment of transfer expenses will be considered on their merits where a worker transfers from one workplace to another within a large urban area (e.g. Wellington) in the normal course and wishes to buy a house nearer the place of work. Regard will be had to the move being in the interests of the Service and to the worker's convenience.

TRAVEL

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

SUPPLEMENTARY EXPENSES

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

AGREEMENT

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

LEAVE

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

TEMPORARY ACCOMMODATION

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

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

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

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

- 1.14.1 Workers attending Fire Service 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 The Fire Service shall pay to the Chief Fire Officer of each brigade a “Mess Allowance” for each worker under this Agreement of the amount specified in Table 1 of Part 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 the Regional Commander.

PART 1 – CLAUSE 16 – WORK ACCIDENT COSTS

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

PART 1 – CLAUSE 17 – 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 the Fire Service into the worker’s bank account.

DIRECT CREDIT

- 1.18.2 Where wages are paid by direct credit to any worker, the Fire Service shall pay an annual allowance set on the basis of the average cost to a worker of 60 cheques and the base bank fee for that account.
- 1.18.3 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 the Fire Service:
- (a) transfers the employee to an alternative position within the Fire Service on substantially the same terms and conditions of employment; or
 - (b) sells, transfers or leases all or part of its business and the employee is transferred to the new employer on substantially the same terms and conditions of employment.

PART 1 – CLAUSE 20 – CONSULTATION

- 1.20.1 The Fire Service agrees to consult with the Union over any proposed changes that may impact on the terms and conditions of employment of employees covered by this agreement.
- 1.20.2 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 the Fire Service 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 the Fire Service'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 the Chief Fire Officer 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 New Zealand Department of Health.

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 the Fire Service at each station and workshop.

PART 1 – CLAUSE 22 – COMPLETENESS
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- 1.22.1 This agreement and individual Employee's letters of appointment, constitutes the full and entire agreement between Employees and the Fire Service, and supersedes all previous negotiations, communications and commitments made to Employees whether written or oral.

Part 2

Conditions which Apply only to Firefighters and Officers

PART 2 – CLAUSE 1 – PROGRESSION

2.1.1 TRAINEE FIREFIGHTER

2.1.1.1 Upon employment by the Chief Executive/National Commander.

2.1.2 FROM TRAINEE FIREFIGHTER TO FIREFIGHTER

2.1.2.1 By appointment by the Chief Executive/National Commander.

2.1.2.2 Subject to having successfully completed the Career Fire-fighter Recruit Programme, including all prescribed theoretical and practical assessments.

2.1.3 FROM FIREFIGHTER TO QUALIFIED FIREFIGHTER

2.1.3.1 After 2 years' continuous employment.

2.1.3.2 Subject to having successfully completed the career Qualified Firefighter Programme, including all prescribed theoretical and practical assessments, examination and consolidation activities.

2.1.3.3

2.1.4 FROM QUALIFIED FIREFIGHTER TO SENIOR FIREFIGHTER

2.1.4.1 After 2 years' continuous employment as a Qualified Firefighter.

2.1.4.2 Subject to having successfully completed the career Senior Firefighter Programme, including all prescribed theoretical and practical assessments, examination and consolidation activities.

2.1.4.3

2.1.5 FROM SENIOR FIREFIGHTER TO STATION OFFICER

2.1.5.1 After 2 years' continuous employment as a Senior Firefighter.

2.1.5.2 Subject to having successfully completed the career Station Officer Programme, including all prescribed theoretical and practical assessments, examination and consolidation activities.

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

2.1.6 FROM STATION OFFICER TO SENIOR STATION OFFICER

- 2.1.6.1 After 2 years' continuous employment as an operational Station Officer.
- 2.1.6.2 Subject to having successfully completed the career Senior Station Officer Programme, including all prescribed theoretical and practical assessments, examination and consolidation activities.
- 2.1.6.3 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.

PART 2 – CLAUSE 2 – TRAINING AND ASSESSMENT

MANDATORY TRAINING

- 2.2.1 All Trainee Firefighters shall complete the career Recruit Programme 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

- 2.2.6 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 complete the career Senior Firefighter Programme.

Any Senior Firefighter seeking promotion to the rank of Station Officer shall complete the career Station Officer Programme.

Any Station Officer seeking promotion to the rank of Senior Station Officer shall complete the career Senior Station Officer Programme.

WORKERS ATTENDING TRAINING COURSES

- 2.2.7 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 OUTLINE

- 2.2.8 Each promotional programme or specialist skills course, requires the successful completion of all theoretical and practical assessments. For any given programme or course, the prescribed assessments, together with CFO sign-off of successful completion of the consolidation activities, where they exist, constitute the promotional criteria for the rank or specialist skill.
- 2.2.9 All programme assessments/examinations will be conducted under the direction of, and conform with, the policies of the NZFS training governing body.

PART 2 – CLAUSE 3 – HOURS OF DUTY

“ROSTERS”

OPERATIONAL ROSTER

- 2.3.1 The **“Operational Roster”** means the rotating roster referred to in Subclauses 2.3.2 and 2.3.2.1 of this Agreement.
- 2.3.1.1 An **“eight-week cycle”** means an eight-week cycle of the operational roster during which a worker would normally work 28 shifts.
- 2.3.1.2 An **“eight-day cycle”** means an eight-day cycle of the operational roster during which a worker would normally work four shifts.
- 2.3.1.3 The operational roster, each eight-week cycle, and each eight-day cycle shall commence at times determined by the Chief Executive/National Commander.
- 2.3.1.4 The **“Yellow Watch Roster”** means the rotating roster referred to in Subclause 2.3.4 and 2.3.4.1 of this Agreement.
- 2.3.1.5 A **“Yellow Watch five-week cycle”** means a five-week cycle of the Yellow Watch roster during which a worker would normally work 20 shifts.
- 2.3.1.6 **“Yellow Watch five-day cycle”** means a five-day cycle of the Yellow Watch roster during which a worker would normally work four shifts.
- 2.3.1.7 The Yellow Watch roster, each five-week cycle, and each five-day cycle shall commence at times determined by the Chief Executive/National Commander.

OPERATIONAL ROSTER

- 2.3.2 “Green”, “Red”, “Brown”, and “Blue” Watch workers shall work day shifts or night shifts in accordance with a continually rotating roster, the first eight days of which are set out in Subclause 2.3.2.1. Such rostered shifts are arranged so that over a period of eight weeks the weekly hours of duty performed by each worker average not more than 42.

The two hours duty in excess of the 40 hour average per week to make up the 42 hours average shall be paid for at the rate of time and a half.

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

OFFICERS AND FIREFIGHTERS

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

“YELLOW WATCH”

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

2.3.4.1 Yellow Watch: Basic Roster

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

RELIEVING IN A YELLOW WATCH OR BLACK WATCH POSITION

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

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
	Brown	....DDNN....DDNN....DDNN....DDNN	Brown

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

“CHANGE OF WATCH” (YELLOW WATCH WORKERS)

2.3.7 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 subclause, 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 subclause “public transport” shall mean and include trams, buses, trains, or ferries ordinarily used by the worker proceeding to or from home.

PART 2 – CLAUSE 4 – ASSIGNMENT TO A WATCH

- 2.4.1 Workers joining the brigade shall be reassigned to a Black Watch position.
- 2.4.2 Firefighters under training shall be assigned to a Black Watch position.
- 2.4.3 Operational workers with specialist references may, by agreement with the Chief Fire Officer, be assigned to Black Watch. Fire Safety Officers shall be assigned to Black Watch.
- 2.4.4 Operational workers, 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 Stationkeepers currently on Black Watch will continue to be so employed until they vacate that position for any reason.
- 2.4.8 As at the date of making this Agreement the workers holding established positions of Stationkeepers or Relieving Stationkeepers shall be deemed to be employed on Black Watch.

- 2.4.9 Any change of Watch from Black Watch to any other Watch for the workers designated in Subclause 2.4.8 shall only occur following agreement between the Chief Executive/National Commander and the Union.
- 2.4.10 Where the operational requirement is for day-manning on a continuous basis between 0700 and 1800 hours, operational workers may be assigned to Yellow Watch.
- 2.4.11 Stationkeeper posts, by agreement with the Union may be transferred to Yellow Watch positions where appropriate.
- 2.4.12 The Stationkeeper and Relieving Stationkeeper positions established as at the date of making this Agreement shall be disestablished only when there is agreement between the Chief Executive/National Commander and the Union.

PART 2 - CLAUSE 5 – PROGRAMMED WORK

PROGRAMMED WORK

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

DAILY ROUTINE

- 2.5.2 The daily routine for each Station is determined according to the following

Station Management System (SMS) – Business Plans

- 2.5.2.1 SMS is founded upon consultation and partnership at all levels between the NZFP 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 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.

PART 2 – CLAUSE 6 – WAGES CRITERIA

2.6.1 The following expressions contained in this part of this Agreement are defined as follows:

2.6.1.1 Double time means the worker's hourly rate multiplied by 2.

- 2.6.1.2 Hourly Rate means the rate of pay shown in Table 3 of Part 5 of this Agreement as applicable to the rank and qualification of the worker concerned.
- 2.6.1.2.1 Those workers in receipt of a personal allowance in accordance with Clause 1.3.16 of this Agreement shall have one fortieth (1/40) of that allowance added to the hourly rate shown in Table 3 of Part 5 prior to any hourly rate calculation.
- 2.6.1.3 Time and a half means the worker's hourly rate multiplied by 1.5.
- 2.6.1.4 Total Weekly Wage means the weekly wages specified in Table 2 of Part 5 of this Agreement as applicable.

TOTAL WEEKLY WAGE

- 2.6.2 The total weekly wage to be paid to Firefighters and Officers shall be as shown in Table 2 in Part 5 of this Agreement
- 2.6.2.1 The Total Weekly Wage includes recognition for the following:
- availability;
 - 2 hours in excess of 40 hours per week;
 - driving – grades 1 or 2 as appropriate;
 - routine work outside routine hours (standard payment of two hours for Officers);
 - shift allowance;
 - statutory holiday duty hours;
 - statutory holiday travel;
 - weekend work travel;
 - weekend duty hours.
- 2.6.2.2 The recognition of statutory holiday duty hours includes:
- 2.6.2.2.1 An average payment that equates to T2 on top of normal pay rates for employees who work on statutory holidays. The parties agree that this obligation is discharged by the payments referred to in clause 2.6.2.4.
- 2.6.2.2.2 An average payment giving an extra day's pay to employees who are rostered off duty on a statutory holiday.
- 2.6.2.3 The parties to this Agreement agree that the payment in 2.6.2.2.2 to employees rostered off duty is for the purposes of complying with the provisions of the Holidays Act 2003 , Sections 50 and 52 . It ensures a paid day off is given for the statutory holiday concerned.
- 2.6.2.4 The parties agree that:
- (i) the Total Weekly Wage specifically includes provision to pay for each of the 11 public holidays as well as 132 extra hours pay per year as penal payments for working on a public holiday. The 132 hours will be paid on the basis of 12 hours pay for each public holiday on which the worker is rostered to work, with the balance (if any) discharged by the payments in clauses 2.6.2.4 (ii) (b) and (c).
- (ii) So as to comply with s.55 of the Holidays Act 2003, the parties agree that the Total Weekly Wage shall be paid as follows:

(a) In each fortnightly pay period in which a public holiday occurs, the Total Weekly Wage payment for that period shall include a payment for that holiday in accordance with the minimum requirements of sections 50, 52 and 55 of the Holidays Act 2003, wherever they are applicable.

(b) In addition to any sum referred to in (a), the employee will in each fortnight be paid such additional amount so that the total amount paid under this clause 2.6.2.4 equals twice the Total Weekly Wage set out in Table 2 – Part 5.

(c) In the fortnightly pay periods in which no sum is paid under (a), the sum paid for that fortnightly pay period shall be twice the Total Weekly Wage set out in Table 2- Part 5.

(iii) The parties agree that the Fire Service will use its reasonable endeavours to give effect to this clause as soon as practicable after this agreement is signed by both parties.

AVAILABILITY

2.6.3 Workers may hold themselves available to respond, when called upon to do so by the Chief Fire Officer, to fire calls or other emergency incidents while off duty.

2.6.3.1 The provisions of Clause 2.6.10 shall apply to workers who respond, when called upon to do so by the Chief Fire Officer, to fire calls or other emergency incidents while off duty.

2.6.3.2 Those workers who choose not to hold themselves available in accordance with Clause 2.6.3 or where workers who have chosen to hold themselves available fail without reasonable excuse to respond as provided in this clause, the Chief Executive/National Commander may reduce the worker's total weekly wage by an amount equal to 3 hours at that worker's hourly rate.

2.6.3.3 For the purpose of this clause "while off duty" shall mean at any time after a worker has ceased work for the day and left his/her place of employment.

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.

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

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.
- 2.6.5.3 The workers who on the 18th day of December 1978 were appointed by the Chief Executive/National Commander to drive fire appliances listed under Grade 2 without being qualified, shall continue to receive the payment.
- 2.6.5.3.1 Special cases not provided for in Subclause 2.6.5.2 may be reviewed on application to the Chief Executive/National Commander.

Officers

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

Trailers

- 2.6.5.5 Workers who hold a current “heavy trailer” licence or an “articulated vehicle” licence and who are called upon by the Chief Executive/National Commander to drive an articulated vehicle or tow a heavy trailer during any shift shall be paid the additional payment specified in Table 4 of Part 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.

DRIVING LICENCES

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

INCREASED WAGES 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 Subclause 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 prior to the worker going on leave.
- 2.6.8.1 By agreement by the Chief Executive/National Commander and the brigade workers concerned, arrangements may be made for the worker's wages to be paid on normal pay days and not in advance as provided in Subclause 2.6.8.

- 2.6.8.2 Where annual leave is taken as provided in 2.7.1 payment for annual leave shall be on the basis of the worker's average weekly taxable earnings for the leave cycle immediately preceding the worker's annual leave entitlement; provided that in no case shall the leave pay be less than the worker's ordinary wage at the time of taking the leave; provided further that where any worker was not employed for the full period of the previous leave cycle, leave pay shall be calculated as in 2.7.1.1.
- 2.6.8.3 In all other cases payment for annual leave shall be on the basis of the worker's average weekly taxable earnings for six month period (or lesser period where applicable) immediately preceding his/her leave entitlement; provided that in no case shall the leave pay be less than the worker's ordinary wage at the time of taking the leave.
- 2.6.8.4 For the purpose of this subclause, "earnings" means the total amount of remuneration payable to a worker by the Fire Service by way of wages and allowances but does not include any sum including a bonus, gratuity, or other lump sum special payment that the Fire Service is not bound by the Agreement to pay the worker, nor any reimbursing payment.
- 2.6.8.5 Where an annual leave is taken in more than one period, the amount payable under this clause shall be divided proportionately.
- 2.6.8.6 In cases where services are terminated, the computation of average leave pay shall be based on a pro rata basis of 14:160 for each week worked.
- 2.6.8.7 Any worker leaving the Service shall be paid a proportionate leave allowance to the date of leaving calculated on the basis specified in Subclauses 2.7.1.1 and 2.7.5 plus any entitlements due in accordance with Clause 1.4.2.

MEAL ALLOWANCE

Lunch

- 2.6.9 Where a worker is employed at fires or other emergency incidents he/she shall either be relieved for sufficient time to enable him/her to return to the station and partake of the luncheon meal or be supplied with a hot meal or be paid the meal allowance set out in Table 1 of Part 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 rate of time and a half (T1.5) for the first three hours and double time (T2) thereafter. Provided that any overtime worked on a Sunday, or a statutory holiday or after 1200 hours on a Saturday shall be paid for at double time (T2) rates. In computing overtime, payment shall be made for each one-quarter hour or part thereof.

Callout

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

Yellow and Black Watch

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

2.6.12 **BA FILLER QUALIFICATION**

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

SHIFT ALLOWANCE

- 2.6.13 An additional shift allowance as specified in Table 4 of Part 5 of this Agreement shall be paid for each complete additional overtime shift worked.
- 2.6.13.1 Shift allowances shall be deducted in accordance with the provisions of Clause 2.12.1 of this part of the Agreement.

TELARC QUALIFICATION

- 2.6.14 In brigades where the Fire Service tests cylinders, workers appointed as signatories to the Telarc Standard and appointed by the Chief Executive/National Commander to certify the tests shall be paid the Telarc allowance set out in Table 4 of Part 5 of this Agreement.

TRADESPERSON'S WORK

- 2.6.15 If any worker is required to perform the work of any trade in respect of which there is apprenticeship order, he/she shall be paid the allowance set out in Table 4 of Part 5 of this Agreement.

TRAINING PROGRAMMES AND COURSES

Firefighters' and Officers' Attending

- 2.6.16 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

- 2.6.16.1 Firefighters and Officers employed training volunteers shall be paid, per hour or part thereof, the training allowance specified in Table 4 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.

TRAVELLING TIME

Saturday and Sunday

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

Statutory Holiday

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

Relieving Duties

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

TOOL ALLOWANCE

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

- (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 Subclause 2.7.1 shall be in accordance with the national annual leave roster prescribed by the Chief Executive/National Commander.
- 2.7.1.3 Annual leave periods shall be rostered so as to follow the worker's normal rostered days off.
- 2.7.1.4 Annual leave shall be given and taken at times to be determined by the Chief Fire Officer.
- 2.7.1.5 At the request of the worker the Chief Fire Officer may permit a portion of the extended leave to be taken at other periods and not in consecutive days as provided above.

Watch not to be changed

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

Part Year Employment

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

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 58 of the Holidays Act 2003. If agreement under clause 2.7.4.1 cannot be reached, the worker shall take into account the Fire Service's view as to when it is convenient for the worker to take the alternative holiday and the Union shall assist the Fire Service to ensure that each worker exercises consideration in the taking of alternative holidays and fully appreciate the impact of taking leave at a time that would put the maintenance of minimum staffing levels at jeopardy.
- 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 the Fire Service each worker shall, at the end of the seventh and subsequent years (up to 14 years total service), be entitled to an additional annual holiday of 3 days.
- 2.7.10 After 14 years total service with the Fire Service, each worker shall, at the end of the 14th year and subsequent years, be entitled to an additional annual holiday of four days in place of that provided under 2.7.6.

- 2.7.11 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 2.9, 2.10 or 2.11 shall deprive any worker covered by this Agreement of any entitlement under any Act of Parliament, provided however that all sick leave entitlements in this Agreement are inclusive of, and not in addition to, the entitlements regarding sick leave under the Holidays Act 2003.

DEFINITIONS

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

ENTITLEMENT

- 2.8.2 Where a worker is rendered unfit for duty as a result of sickness such a worker shall be entitled to paid sick leave of up to four weeks for each complete year of employment.
- 2.8.2.1 Medical certificates may be required by the employer at any time:
- (a) where the employee’s sick leave absence is for three or more consecutive calendar days; or
 - (b) there are reasonable grounds for the employer to suspect that the sick leave being taken is not genuine (in which case the cost of the medical will be met by the Employer) ; or
 - (c) for sickness of any duration, when an employee has already had more than five days off due to sickness without provision of a medical certificate in the leave year;
 - (d) A medical certificate may be required in the circumstances described in this 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 subclause (c) if the employee has no remaining **qualifying sick leave** as set out in 2.8.3.4.
- 2.8.3.2 Remaining sick leave in each leave year up to a maximum of five weeks (including **qualifying sick leave**, if any) shall be carried forward each year and accrued to the following year’s entitlement
- 2.8.3.3 After 15 years’ total service remaining sick leave, up to a maximum of seven weeks (including **qualifying sick leave**, if any) shall be carried forward from each year and accrued to the following year’s entitlement.
- 2.8.3.4 **Qualifying Sick Leave**
- If an employee is sick for less than five days in a leave year, a portion of the accruing sick leave that is carried forward to the following year is to be recorded as **qualifying sick leave**. The portion recorded as **qualifying sick leave** is the difference between five days and the number of days (which must be less than 5) for which the employee was sick. **Qualifying sick leave** can accrue to a maximum of 20 (twenty) days out of the total accrued sick leave.

EXTENSION OF SICK LEAVE

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

CALCULATION OF SICK LEAVE

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

MEDICAL EXAMINATIONS

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

LIGHT DUTIES

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

SICKNESS AT HOME

- 2.8.7 A worker may be granted leave on pay, as set out below, as a charge against sick leave entitlement when the worker must, because of emergency, stay at home to attend to a member of the household who through illness becomes dependent on the worker. This person would in most cases be the worker's child or partner but may be another member of the worker's family or household. However, when an application is received for someone falling outside the worker's family, it should be referred to the Regional Commander for consideration. "Family" for the purpose of this provision includes: Children; spouse or person living in a recognised de facto relationship with the worker; parents or other relatives, such as grandparents, grandchildren, and relations by marriage, living with the worker. These points are to be noted:
- 2.8.7.1 The Chief Fire Officer may approve up to four days at any one time, and not more than ten days in any leave year (for cases involving "family" members). All other cases are to be submitted to the Regional Commander, together with advice of the amount of leave already approved under delegated authority during the current leave year. Before granting the leave the Chief Fire Officer may require the production of a medical certificate or other suitable evidence.

- 2.8.7.2 Approval is to be given only in the event of emergency illness. It must not be given when the worker has had advance notice, e.g. of admission to hospital, etc. Approval may not be given for absences on account of illness in a worker's family or household if another adult member of the family or household is able to care for the sick person.
- 2.8.7.3 Cases involving any other person domiciled with the worker who though not part of the worker's family, nevertheless becomes dependent on the worker's care as a result of emergency illness should be submitted to the Regional Commander for consideration.
- 2.8.7.4 Approval is to be given to one worker when both husband and wife are working.

PART 2 – CLAUSE 9 – WORK ACCIDENT LEAVE
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2.9.1 A "work accident" is an accident arising out of and in the course of employment with the Fire Service. It includes the following:

Accidents Travelling to and from Work

- 2.9.1.1 Where a worker suffers injury or accident while travelling directly:
- 2.9.1.2 From place of residence to place of work or employment or vice versa, or:
- 2.9.1.3 From place of work or employment to any other place to which he/she has access by virtue of employment:
- 2.9.1.4 And travels by a route which, having regard to all circumstances, was a reasonable one to follow, the injury shall be regarded as due to a work accident.

Accident During Rest or Meal Breaks

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

Occupational Diseases

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

Civil Defence and Search and Rescue Accidents

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

WORK ACCIDENT LEAVE

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

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

PAYMENT FOR WORK ACCIDENT LEAVE

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

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

REVIEW OF WORK ACCIDENT LEAVE

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

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

PART 2 – CLAUSE 10 NON-WORK ACCIDENT LEAVE

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

NON-WORK ACCIDENT LEAVE

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

UNION OFFICIALS

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

PAYMENTS FOR NON-WORK ACCIDENTS

2.10.4 During the first week (i.e. the day of the accident and the six days thereafter) sick leave at the normal rate shall be granted.

2.10.4.1 From the eighth day to the expiration of sick leave the worker shall be paid at the normal sick leave rate where entitlement exists.

DEBITING OF SICK LEAVE

2.10.5 Where ERC is not paid (i.e. the first week after the accident) sick leave rates shall be paid where an entitlement exists. Absence shall be debited against sick leave entitlement on a day for day basis.

2.10.5.1 Where sick leave rates are paid because they are greater than ERC, sick leave entitlement shall be debited by the proportion by which pay exceeds ERC.

REVIEW OF SICK LEAVE

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

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

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

UNION OFFICIALS

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

SECONDARY EMPLOYMENT ACCIDENT LEAVE

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

INTERRUPTION OF SERVICE

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

PART 2 – CLAUSE 12 – DEDUCTIONS

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

PART 2 – CLAUSE 13 – RELIEVING IN HIGHER POSITIONS

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

PART 2 – CLAUSE 14 – TIME BANKING

2.14.1 Notwithstanding 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.

PART 2 – CLAUSE 15 – MISCELLANEOUS

ACCOMMODATION

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

BED LINEN ETC

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

CONTAINERS FOR UNIFORM AND PERSONAL EQUIPMENT

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

HEPATITIS B VACCINATION

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

PART 2 – CLAUSE 16 – TERMINATION OF EMPLOYMENT

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

TRAINEE FIREFIGHTER

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

PROBATIONER TEST PANEL

- 2.16.3.1 The test panel shall consist of a Chief Fire Officer, a Union Representative, and a Senior Operational Officer.
- 2.16.3.2 If the test panel agrees unanimously that the worker is satisfactory, the worker shall not be dismissed.
- 2.16.3.3 If the test panel cannot agree, the worker's case shall be referred back to the employer for a decision.

PART 2 – CLAUSE 17 – TRANSITION – 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 the Fire Service 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 3

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

PART 3 – CLAUSE 1 – THE POSITIONS

- 3.1.1 The positions covered by this part of the agreement are that of full-time or part-time Communicator and full time Shift Manager in the Communications Centres of the Fire Service (referred to as the “Employee” or “Employees” for the purposes of this part of the Agreement). Conditions applying solely to part time Communicators are set out in Schedule Two.
- 3.1.2 Communicators 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 the Fire Service Act, standard operating procedures, brigade orders, or any other lawful and reasonable instruction given in the course of duty by, or issued on behalf of, the Chief Executive or National Commander, or their nominees; and to work as directed.
- 3.2.2 This includes those policies or instructions that may be agreed between the Fire Service and the NZ Police for the operation of the joint Communications Centres.

PART 3 – CLAUSE 3 – REMUNERATION

- 3.3.1 The Total Remuneration package rate for Communicators and Shift Managers is set out in the table below.

With effect from 5 January 2012:

Position/Grade	FULL TIME	
	Base Salary	Total Rem.

Trainee Communicator Grade 1	\$41,118	\$46,716
Communicator Grade 2	\$46,666	\$53,017
Communicator Grade 3	\$50,363	\$57,218
Senior Communicator Grade 4	\$53,217	\$60,462
Senior Communicator Grade 5	\$56,065	\$63,697
Shift Manager	\$64,798	\$73,618

With effect from 1 July 2012

Position/Grade	FULL TIME	
	Base Salary	Total Rem.
Trainee Communicator Grade 1	\$41,735	\$47,417
Communicator Grade 2	\$47,366	\$53,812
Communicator Grade 3	\$51,118	\$58,076
Senior Communicator Grade 4	\$54,015	\$61,369
Senior Communicator Grade 5	\$56,906	\$64,652
Shift Manager	\$65,770	\$74,722

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.

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.

3.3.5 **TRAVELLING TIME**

Where an employee is required to commence or finish overtime duty on a Saturday, Sunday or Public Holiday and public transport is not available, 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.

3.3.6 **SUPERANNUATION**

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

3.3.7 **TELEPHONE/COMMUNICATION SERVICES**

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

3.3.8 **OVERTIME**

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.

3.3.9 **OVERTIME MEAL ALLOWANCE**

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.

3.3.10 **RELIEVING IN HIGHER DUTIES**

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

3.3.11 **CALL BACK**

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.

3.3.12 **ONCALL ALLOWANCE**

Employees who are required to be oncall for severe weather or other emergencies will be paid an Oncall 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.

PART 3 – CLAUSE 4 – PROGRESSION

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

TRAINEE COMMUNICATOR (GRADE 1)

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

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

Subject to six months continuous employment in a Communications Centre.

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

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

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

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

Subject to a attainment of National Certificate in Call Centre Operations.

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

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

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

Subject to a full pass in the written examination.

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

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

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

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

Subject to a full pass in a practical assessment.

FROM: SENIOR COMMUNICATOR (GRADE 5) TO SHIFT MANAGER

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

Subject to appointment to an established position.

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

- 3.4.2 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 unit standards and courses required for progression shall be by agreement between the Employer and the Union.

PART 3 – CLAUSE 5 – HOURS OF WORK

3.5.1 **SHIFTS**

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

3.5.1.2 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", or "Blue" watch and works two day shifts followed by two night shifts, followed by four days off, as depicted below. A day shift runs from 0700 to 1900 hours and a night shift runs from 1900 to 0700 hours. The Fire Service may vary the shift roster for operational or other reasons following consultation with Employees, and providing no less than four (4) weeks' notice.

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 at the Fire Service's direction, the employee will receive at least 48 hours off duty between concluding their last shift on their current watch and commencing their first shift on their new watch. Where the employee would have at least 48 hours off duty as part of their current watch, they will not commence on the new watch until their scheduled period of rostered days off on their current watch have concluded. In changing an employee's watch sufficient time off will be given in the eight week period that the change of watch occurs to ensure that the employee is not rostered to work any more than an average of 42 hours per week over that eight week period.

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 two consecutive shifts (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.

3.5.2 **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 a minimum of 3 hours lots or more, 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

3.5.3 **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 the Fire Service, having regard to the operational requirements of the Communications Centre. Breaks will be scheduled to ensure compliance with relevant legislation

3.5.4 **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

3.6.1 ANNUAL LEAVE

3.6.1.1 Except as provided in Subclause 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 Subclause 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.

3.6.2 HOLIDAY PAY

3.6.2.1 Payment of wages covering the holiday period shall be made prior to the worker going on leave.

3.6.2.2 By agreement by the Chief Executive/National Commander and the brigade workers concerned, arrangements may be made for the worker's wages to be paid on normal pay days and not in advance as provided in Subclause 3.6.2.1.

3.6.2.3 Where annual leave is taken as provided in 3.6.1 payment for annual leave shall be on the basis of the worker's average weekly taxable earnings for the leave cycle

immediately preceding the worker's annual leave entitlement; provided that in no case shall the leave pay be less than the worker's ordinary wage at the time of taking the leave; provided further that where any worker was not employed for the full period of the previous leave cycle, leave pay shall be calculated as in 3.6.1.1.

- 3.6.2.4 In all other cases payment for annual leave shall be on the basis of the worker's average weekly taxable earnings for six month period (or lesser period where applicable) immediately preceding his/her leave entitlement; provided that in no case shall the leave pay be less than the worker's ordinary wage at the time of taking the leave.
- 3.6.2.5 For the purpose of this subclause, "earnings" means the total amount of remuneration payable to a worker by the Fire Service by way of wages and allowances but does not include any sum including a bonus, gratuity, or other lump sum special payment that the Fire Service is not bound by the Agreement to pay the worker, nor any reimbursing payment.
- 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 Subclauses 3.6.1.1 and 3.6.4.6 plus any entitlements due in accordance with Clause 1.4.2.

3.6.2 Watch not to be changed

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.

3.6.3 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 Subclause 3.6.1.2
- 3.6.3.2 Provided any such worker remains in the Service from the time of commencing employment until the commencement of the next leave cycle, annual leave for such a worker may be calculated for the period of time.

3.6.4 **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 58 of the Holidays Act 2003. If agreement under clause 3.6.4.1 cannot be reached, the worker shall take into account the Fire Service's view as to when it is convenient for the worker to take the alternative holiday and the Union shall assist the Fire Service to ensure that each worker exercises consideration in the taking of alternative holidays and fully appreciate the impact of taking leave at a time that would put the maintenance of minimum staffing levels at jeopardy.

3.6.4.4 Alternative holidays may not be taken on a Public Holiday.

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.

3.6.5 **LEAVE RELATED TO SICK AND ACCIDENT LEAVE**

3.6.5.1 **Sickness/Non-work Accident**

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.

3.6.5.2 **Work Accident**

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

3.6.5.3 **Secondary Employment Accident**

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

3.6.6 **EXCHANGE OF LEAVE**

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.

3.6.7 **SERVICE HOLIDAY**

3.6.7.1 Upon completion of 7 years total service with the Fire Service each worker shall, at the end of the seventh and subsequent years (up to 14 years total service), be entitled to an additional annual holiday of 3 days.

3.6.7.2 After 14 years total service with the Fire Service, each worker shall, at the end of the 14th year and subsequent years, be entitled to an additional annual holiday of four days in place of that provided under 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 the Fire Service. Subsequent years of employment shall begin on the anniversary of that date.

ENTITLEMENT

- 3.7.2 Where a worker is rendered unfit for duty as a result of sickness such a worker shall be entitled to paid sick leave of up to four weeks for each complete year of employment.
- 3.7.2.1 Medical certificates may be required by the employer at any time:
- (e) where the employee’s sick leave absence is for three or more consecutive calendar days; or
 - (f) 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
 - (g) for sickness of any duration, when an employee has already had more than five days off due to sickness without provision of a medical certificate in the leave year;
 - (h) 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 subclause (c) if the employee has no remaining **qualifying sick leave** as set out in 3.7.3.4.
- 3.7.2.2 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
- 3.7.2.3 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.
- 3.7.2.4 Qualifying Sick Leave

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

EXTENSION OF SICK LEAVE

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

CALCULATION OF SICK LEAVE

- 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 4 weeks shall be immediately available upon joining.

MEDICAL EXAMINATIONS

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

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 Centre Manager; in cases of dissatisfaction with such duties the matter shall be referred to the Regional Occupational Health Committee for resolution.

SICKNESS AT HOME

- 3.7.7 A worker may be granted leave on pay, as set out below, as a charge against sick leave entitlement when the worker must, because of emergency, stay at home to attend to a member of the household who through illness becomes dependent on the worker. This person would in most cases be the worker's child or partner but may be another member of the worker's family or household. However, when an application is received for someone falling outside the worker's family, it should be referred to the Regional Commander for consideration. "Family" for the purpose of this provision includes: Children; spouse or person living in a recognised de facto relationship with the worker; parents or other relatives, such as grandparents, grandchildren, and relations by marriage, living with the worker. These points are to be noted:
- 3.7.7.1 The Centre Manager may approve up to four days at any one time, and not more than ten days in any leave year (for cases involving "family" members). All other cases are to be submitted to the Regional Commander, together with advice of the amount of leave already approved under delegated authority during the current leave year. Before granting the leave the Centre Manager may require the production of a medical certificate or other suitable evidence.
- 3.7.7.2 Approval is to be given only in the event of emergency illness. It must not be given when the worker has had advance notice, e.g. of admission to hospital, etc. Approval

may not be given for absences on account of illness in a worker's family or household if another adult member of the family or household is able to care for the sick person.

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

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

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 the Fire Service. 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 Service 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 Regional Commander who shall consult the Regional Occupational Health Committee and the Principal Medical Officer about the worker being continued in employment or retired by the Chief Executive/National Commander on medical grounds.
- 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 the Fire Service 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 Regional Commander who shall consult the Regional Occupational Health Committee and the Principal Medical Officer about the worker being continued in employment or retired by the Chief Executive/National Commander on medical grounds.

- 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 the New Zealand Fire Service. Secondary employment accidents include those accidents arising out of or in the course of paid self-employment or any other contractual arrangements.

UNION OFFICIALS

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

PART 3 – CLAUSE 12 – DEDUCTIONS

- 3.12.1 Except as otherwise specifically provided for in this Agreement the Fire Service 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 the Fire Service on an actual and reasonable basis.
- 3.13.2 In addition, the Fire Service will reimburse Shift Managers for other genuine expenses incurred and arising out of the performance of their official duties, on production of receipts.

PART 3 – CLAUSE 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 the Fire Service, the Employee will be deemed to have abandoned his/her employment.
- 3.14.2 Both the Employee and Fire Service 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 the Fire Service where the Employee has committed a breach, non-observance or non-observance or non-performance of any of the agreements or stipulations contained in this agreement; or where an Employee is guilty of serious misconduct. Example of serious misconduct include (but are not limited to):
- If an Employee commits any act of dishonesty such as theft;
 - If an Employee fails to comply with any lawful, reasonable, but not trivial instructions given by the Fire Service, or person acting with his/her authority;
 - If an Employee brings the Fire Service into disrepute;
 - If an Employee fails to comply with the standards of conduct prescribed by the Chief Executive, pursuant to Section 73 of the Fire Service Act 1975.
- 3.15.2 Where serious misconduct is established, pursuant to Clause 3.15.1 above, the Fire Service may terminate the employment of an employee forthwith, and the Employee will not be entitled to any compensation or damages other than payment for any amount due under this agreement at the date of such termination.

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

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

3.15.5 **TERMINATION OF EMPLOYMENT (TRAINEE COMMUNICATOR GRADE 1**

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 Communicator (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

3.17.1 **CONSULTATION**

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

3.17.2 **REDUNDANCY**

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

3.17.3 **NOTICE**

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

3.17.4 **ENTITLEMENTS**

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

PART 3 – CLAUSE 18 – SECURITY SCREENING

- 3.18.1 Employees will be required to maintain appropriate screening clearance, in accordance with the Fire Service Security Screening Policy. Any situation arising which may place an Employee at risk of being unable to comply with this requirement is to be immediately brought to the attention of the Fire Service.
- 3.18.2 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 the Fire Service disciplinary action, the Security Screening clearance of an Employee will be re-evaluated, and maybe 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 the Fire Service.

- 3.19.2 All transaction, records and information pertaining to the business of the Fire Service, and the terms of an employee's employment as outlined in this agreement, are to be kept in strict confidence by the Employee during the period of employment and also after its termination.

PART 3 – CLAUSE 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 the Fire Service and the Fire Service shall be entitled to any copyright or merchandising rights in, or arising from, such work.

PART 3 – CLAUSE 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 the Fire Service, Employees are not permitted to engage in any other business activities without the prior written consent of the Fire Service.
- 3.21.2 This consent will not be unreasonably withheld where, in the opinion of the Fire Service, there is unlikely to be any conflict of interest between such other business activities and the Employee's position with the Fire Service.
- 3.21.3 If required by the Fire Service, Employees will disclose any other business interest that they had prior to, or have during, their employment with the Fire Service.

PART 3 – CLAUSE 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:

3.22.1 HOURS OF WORK

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 Communicator works a full shift, they shall be entitled to meal breaks as set out in 3.5.3.

3.22.2 **REMUNERATION**

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 Communicator Grade 1 who works 28 hours per week, will be paid a rate equivalent to 66% of the Total Remuneration Package rate or base salary depending upon their membership of the NZFSSS (28 hours divided by 42 hours = 66%. 66% of \$ \$39,368 is \$25,983p.a.)

3.22.3 **SUPERANNUATION**

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 the Fire Service may elect to join the NZFSCSS scheme if they so wish, with both the employee and Fire Service contribution amounts reflecting the part-time employment hours.

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

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.

3.22.4 **LEAVE**

3.22.4.1 Annual leave

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

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

Communicators who work additional hours beyond the guaranteed hours will be paid holiday pay at the rate of 8% on the gross additional hours earnings. This will be paid out once per year, in the pay immediately preceding 25 December.

3.22.4.2 Long Service Leave

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

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

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

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

3.22.4.4 Statutory Holidays

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

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

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

3.22.5.1 Annual Leave

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

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

3.22.5.2 Long Service Leave

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

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

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

3.22.6 **SECONDARY OR OTHER EMPLOYMENT**

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

Part 4

Conditions Relating to Fire Safety, 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 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. 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

With effect from 5 January 2012

	Tradesperson	Technician		Specialist	
	Step 1*		Step 2*		Step 3*
		Interim Step		Interim Step	
VSO	\$50,900	\$53,946	\$56,992	\$58,492	\$59,992
TRAINER	\$56,117	\$59,418	\$62,720	\$64,370	\$66,020
SNR TRAINER	\$57,420	\$60,798	\$64,176	\$65,864	\$67,553
FSO/FRMO	\$56,117	\$59,418	\$62,720	\$64,370	\$66,020
SFSO/SFRMO	\$57,420	\$60,798	\$64,176	\$65,864	\$67,553
OPS PLANNER	\$57,420	\$60,798	\$64,176	\$65,864	\$67,553

With effect from 1 July 2012

	Tradesperson	Technician		Specialist	
	Step 1*		Step 2*		Step 3*
		Interim Step		Interim Step	
VSO	\$51,664	\$54,755	\$57,847	\$59,354	\$60,892
TRAINER	\$56,959	\$60,310	\$63,661	\$65,335	\$67,010
SNR TRAINER	\$58,281	\$61,710	\$65,139	\$66,852	\$68,566
FSO/FRMO	\$56,959	\$60,310	\$63,661	\$65,335	\$67,010
SFSO/SFRMO	\$58,281	\$61,710	\$65,139	\$66,852	\$68,566
OPS PLANNER	\$58,281	\$61,710	\$65,139	\$66,852	\$68,566

The remuneration rates for Volunteer Support Officers prescribed in in the tables above will be increased to the rates prescribed for Trainers and Fire Safety Officers with effect from the date that the new regional structures take effect.

- 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.
- 4.2.3 **Training Volunteers**
- Firefighters and Officers employed training volunteers shall be paid, per hour or part thereof, the training allowance specified in Table 4 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.
- 4.2.4 **Qualification Bonus**
- Employees employed under Part Four of this Agreement are entitled to the Qualification bonus allowances specified in Part 5 Table 4 of this Agreement relating to the Institute of Fire Engineers where they meet the eligibility criteria for those allowances.
- 4.2.5 **BA Filler**
- When the employer requires an employee to attain and hold certification as a BA Filler, the employer will pay an allowance as set out in Table 4 Part 5 on attainment of the certification and at each re-certification, provided that the employer still requires the employee to hold the certificate.
- 4.2.6 **TELARC Qualification**
- Employees required to act as signatories to the TELARC Standard and appointed by the employee's Manager to certify the tests shall be paid the TELARC allowance set out in Table 4 of Part 5 of this agreement.
- 4.2.7 **Tradesperson's Work**
- If an employee is required to perform the work of any trade in respect of which there is apprenticeship order, he/she shall be paid the allowance set out in Table 4 of Part 5 of this Agreement.

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

- 4.3.1 Employees employed at the time that this Agreement commenced will normally work an eight hour day, five days per week, between 0700 hours and 1800 hours from Monday to Friday inclusive (with no more than one hour for lunch each day).
- 4.3.2 It is recognised that the roles of Training, Fire Safety and Volunteer Support Officers must be responsive to the operational needs of the employer and the requirements of volunteers and the public. As such, the hours set out above may be varied by the employer with agreement of the existing employee on either a temporary or permanent basis, provided that an overall average of 40 hours per week is maintained.
- 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 Employees may from time to time be required to work in excess of 40 hours per week due to planned activities or the non-emergency requirements of their roles. Fire Safety, Operational Planning and Volunteer Support Officers may be rostered on call in accordance with an availability roster and may be called-out in the event of an emergency incident. An employee 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.
- 4.3.5 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 the Fire Service's Fatigue Management Policy and are approved by the employee's manager in advance.
- 4.3.6 An employee who is formally rostered on call through an established on-call roster will receive a non-superable on-call allowance equivalent to three (3) hours pay at overtime rates (T1.5) (calculated using the formula remuneration/2080) 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.

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 Fire Service Non-Contractual Motor Vehicle Policy.
- 4.5.3 The conditions attached to the use of any vehicle are set out in the Fire Service's Motor Vehicle policy and the employee must comply with that policy which may be updated by the Fire Service from time to time.

- 4.5.4 The Fire Service agrees to consult the Union before making any substantial changes to the Fire Service 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 the New Zealand Fire Service, the Employee will be entitled to five (5) 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 dependants, the 5 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 the New Zealand Fire Service, 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.

4.8.2. Absence from work due to Sickness or Injury to an Employee

- (a) In all cases of absences covered by this schedule, the employee shall, if requested by the New Zealand Fire Service:
- 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 the New Zealand Fire Service to assess progress and treatment related to fitness to work. When the Employee consult a medical practitioner in terms of this sub-clause, the New Zealand Fire Service 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).
- (b) 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 New Zealand Fire Service, 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.
 - (c) 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.
 - (d) If the absence is long term in nature the employee shall be entitled to full ordinary pay for a maximum of six months. The New Zealand Fire Service may approve a further extension on full pay.
 - (e) Throughout the period of absence the 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.

4.8.3. Specific Provisions Relating to Injury

- (a) Employees are to report any New Zealand Fire Service work accident and resulting injury to the New Zealand Fire Service as soon as possible after the event. They are also to complete the necessary documentation without undue delay.
- (b) Where the absence is as a result of a New Zealand Fire Service work injury the employee is to provide the New Zealand Fire Service Injury Management Unit (IMU) and relevant managers (where appropriate) with copies of all relevant documentation.
- (c) The provisions of the Injury Prevention, Rehabilitation and Compensation Act 2001 (IPRC Act), or any Act passed in substitution for that Act shall apply.
- (d) 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.
- (e) Employees requiring treatment as a result of an accident or emergency during a period of Fire Service duty shall be entitled to free emergency treatment paid for by ACC through nominated registered practitioners, or other health care providers nominated by ACC.
- (f) Where absence from work is due to injury arising from a New Zealand Fire Service work accident the New Zealand Fire Service 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 IPRC 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 the New Zealand Fire Service.
- (iii) Administer the claim in terms of the IPRC Act and our obligations as an accredited employer under that Act.

4.8.4 Caution

- (a) 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.

4.8.5. Occupational Health Monitoring

- (a) 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.

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 New Zealand Fire Service business including while driving a Fire Service 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 the Fire Service 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 the Fire Service.
- 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**
The Fire Service will make hepatitis B vaccinations available to all employees.

Part 5

Tables & Chart

NOTE: Where Effective From date in Part 5 of this Agreement reads TBD* these rates will come into effect on the date that new clauses relating to the rostering of relieving workers come into effect, but no earlier than 1 July 2012.

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

ALLOWANCE	DETAIL	EFFECTIVE FROM	AMOUNT
• Mess Allowance	per week	5 Jan 2012	\$3.79
		TBD*	\$3.85
• Meal Allowance	per meal	5 Jan 2012	\$12.80
		TBD*	\$12.99

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

RANK	Effective From	NON DRIVER	GRADE 2 DRIVER	GRADE 1 DRIVER
Senior Station Officer	05-Jan-12		\$1,213.34	\$1,233.45
	TBD*		\$1,231.54	\$1,251.95
Station Officer	05-Jan-12		\$1,168.18	\$1,188.31
	TBD*		\$1,185.70	\$1,206.14
Senior Firefighter	05-Jan-12	\$1,070.11	\$1,083.52	\$1,103.63
	TBD*	\$1,086.17	\$1,099.77	\$1,120.19
Qualified Firefighter	05-Jan-12	\$1,030.04	\$1,043.38	\$1,063.50
	TBD*	\$1,045.49	\$1,059.03	\$1,079.45
Firefighter	5 Jan 12	\$813.93	\$826.34	\$845.10
	TBD*	\$826.14	\$838.74	\$857.77
Trainee Firefighter	01-Jan-09	\$738.29	\$750.32	
	TBD*	\$749.36	\$761.57	

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

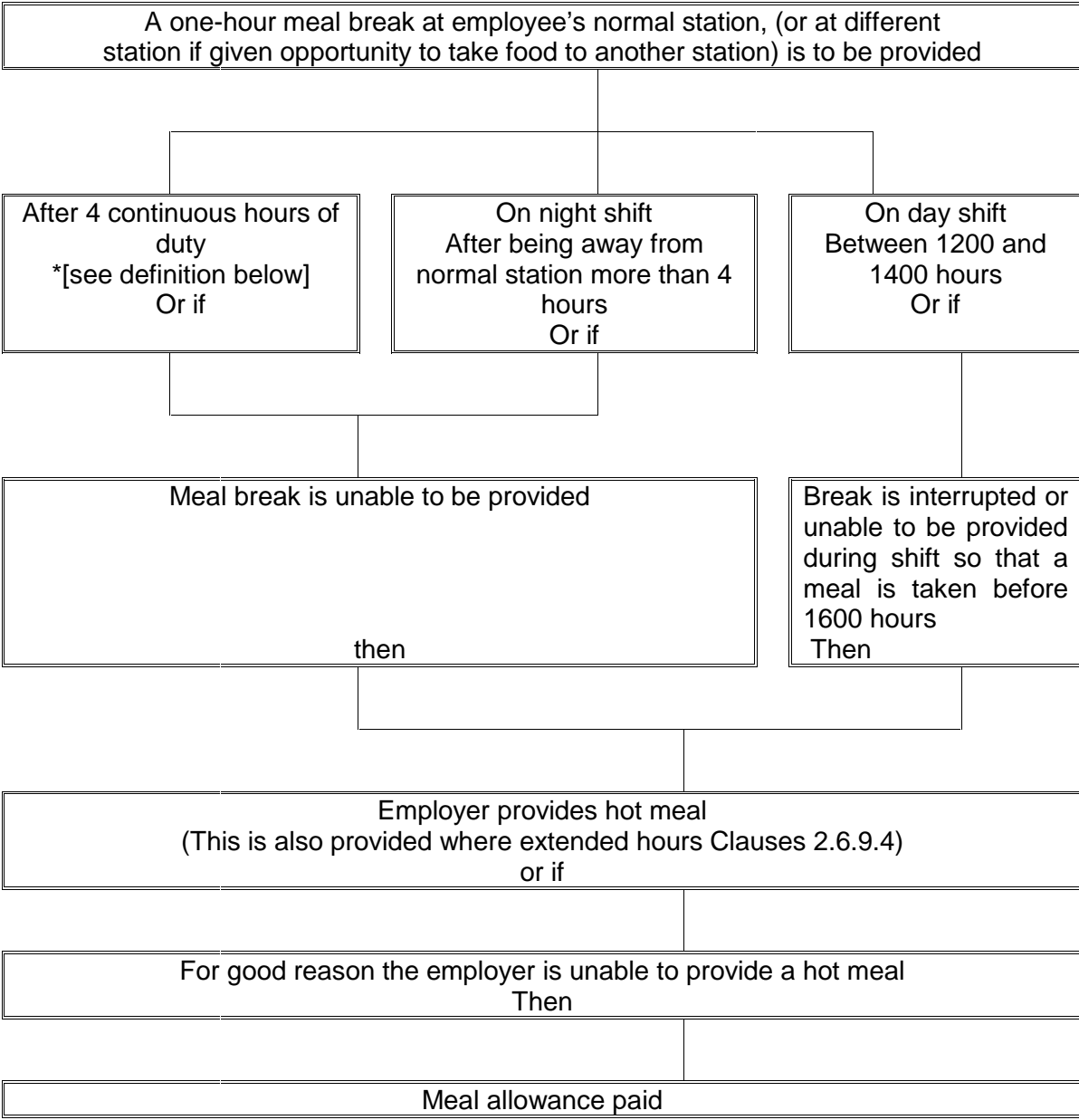
RANK	Effective From	NON DRIVER	GRADE 2 DRIVER	GRADE 1 DRIVER
Senior Station Officer	05-Jan-2012		\$18.97	\$19.30
	TBD*		\$19.26	\$19.59
Station Officer	05-Jan-2012		\$18.25	\$18.57
	TBD*		\$18.52	\$18.85
Senior Firefighter	05-Jan-2012	\$16.75	\$16.97	\$17.29
	TBD*	\$17.00	\$17.22	\$17.55
Qualified Firefighter	05-Jan-2012	\$16.11	\$16.32	\$16.65
	TBD*	\$16.35	\$16.57	\$16.90
Firefighter	05-Jan-2012	\$12.63	\$12.83	\$13.13
	TBD*	\$12.82	\$13.02	\$13.33
Trainee Firefighter	05-Jan-2012	\$11.42	\$11.62	
	TBD*	\$11.59	\$11.79	

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

ALLOWANCE	Effective From	DETAIL	AMOUNT
Driver Allowance – Trailer	05-Jan-2012	Per shift	\$3.79
	TBD*		\$3.85
Qualification Bonus – Institute of Fire Engineers	05-Jan-2012	Per fortnight	\$37.37
			\$37.93
	05-Jan-2012	Per fortnight	\$55.78
			\$56.62
Shift Allowance – Extra Shifts	05-Jan-2012	Per shift	\$8.22
	TBD*		\$8.34
ALLOWANCE	Effective From	DETAIL	AMOUNT
TELARC Qualification	05-Jan-2012	Per fortnight	\$22.71
	TBD*		\$23.05
Tool Allowance	05-Jan-2012	Per annum	\$488.76
	TBD*		\$496.09
Tradespersons Work	05-Jan-2012	Per week	\$8.16
	TBD*		\$8.28
Training Volunteers	05-Jan-2012	Per hour	\$14.50
	TBD*		\$14.72
BA Filler Certificate	05-Jan-2012	On	\$82.21
		Attainment/ Re- attainment	
BA Filler Certificate	TBD*	On	\$83.44
		Attainment/ Re- attainment	
Officership Allowance	01-July-2009	Per fortnight	\$63.81
	TBD*	Per fortnight	\$64.77

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, but⁴ 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 the Fire Service commit to the following projects in good faith and will genuinely co-operate to achieve the objectives referred to in each project:

FLEXIBLE EMPLOYMENT ARRANGEMENTS

- 6.2.1 The Union and Employer agree to explore more flexible working arrangements that enable employees to achieve work/life balance and better meet their family commitments. The parties will meet to develop an agreed framework for **job sharing**. **Job sharing** will enable existing employees to elect to share a position for a fixed period under specific conditions and with the agreement of the Employer. Once the specific conditions surrounding this arrangement is agreed Job Sharing will be piloted in three Districts for a period of time agreed with the parties. Subject to a review of the pilots, the arrangement may be formalised into the Collective Employment Agreement.

SUPERANNUATION – LOSS OF MEDICAL/PHYSICAL FITNESS

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

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

DRIVER ALLOWANCE

- 6.2.3 The union and NZFS agree to form a working party chaired by the Director, Operations and Training to examine the relevance of the current Driver Grades – defined in 2.6.5 of this Agreement. Specifically the working party will examine the:
- definition of Grade 1 appliances
 - heavy trailer allowance; and
 - eligibility to receive the Grade 1 allowance.

6.2.4 MEALS AT EMERGENCY INCIDENTS

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

6.2.5 National Resource Allocation Model

The NZ Professional Firefighters Union and the Fire Service 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 the Fire Service 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 the Fire Service 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.

6.2.6 DISTRICT AMALGAMATION

If an amalgamation of existing fire districts is being contemplated the parties 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.

6.2.7 REMUNERATION RATES FOR FIREFIGHTERS AND OFFICERS

The parties have identified that further work is required to develop a revised remuneration structure for firefighters and officers, that considers the development of a structure based on a true hourly rate, and that examines current levels of remuneration for these roles against appropriate benchmarks.

A key piece of this work will be in the identification of appropriate benchmarks for these positions.

The parties agree to advance this work over the term of this Agreement, with the aim of this work informing collective negotiations in 2013 and beyond.

The parties accept that particularly because the fire service is effectively the only employer of firefighter's traditional market force conditions may not provide a fair mechanism for determining firefighter remuneration. The parties agree that work needs to be undertaken to identify fair mechanisms to review remuneration for firefighters on a regular basis to inform collective negotiations.

The work will include an analysis of:

1. The value of the work of firefighters.
2. Changes in role, responsibilities and training of firefighters over the past 10 years, and considerations for planned and expected future changes in role over the likely period that a new CEA would apply.
3. Changes in remuneration of firefighters in the past 10 years.
4. Appropriate benchmarking for firefighters both internally and externally.

The parties collectively shall agree on the use of external expertise as is seen as appropriate to support this work on a joint cost basis. The parties may also seek external expertise independently to support this work and where this is done it will be funded by the party seeking the expertise.

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 Personnel Records Management
- 6.3.5 Gratuities
- 6.3.6 Leave for Fire Service Examinations
- 6.3.7 Entitlements, Processes & Authorisations when Attending Fire Service Training Courses
- 6.3.8 Physical Competency Assessment (PCA Updates: 12 March and 29 May 2003)

DATED THIS

DAY OF

2012

P Baxter
Chief Executive and National Commander
New Zealand Fire Service

Derek Best
Secretary
New Zealand Professional Firefighters Union

APPOINTMENT POLICY

Introduction

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

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

Policy

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

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

Exceptions to this policy are:

People who do not have a legal right to work in New Zealand will not be considered for appointment unless they obtain a work permit or permanent residency before their appointment commences.

People who have convictions against the law may be appointed to a position at the discretion of the appointing officer having regard to the responsibilities of the position, the type of conviction and the date of its occurrence. For further information refer to the Security Screening Procedures.

Relevant Information

This section should be read in conjunction with:

Privacy Act 1993

Human Rights Act 1993

Employment Relations Act 2000

EEO Policy

Cessation Best Practice - Information from exit interviews should be considered.

Process

All selection processes must involve:

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

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

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

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

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

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

Key Personnel and Roles

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

Advertising
Selection
Communication with Applicants

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

Accountabilities

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

Human Resource Consultants 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 Consultants

REVIEW OF APPOINTMENTS POLICY

(Non-Appointment Review Procedures)

Introduction

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

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

Who Can Request a Review?

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

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

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

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

Subject of the Review

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

Informal Review

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

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

information, as formal reviews may be rendered unnecessary if an individual understands the reason for the appointment decision.

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

What Information May be Accessed?

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

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

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

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

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

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

Formal Review

An applicant unsatisfied with the explanation given may seek a formal review. A request for a formal review must be made in writing and received within 14 days, (inclusive of any time spent on an informal review), of the publication of an appointment in the Fire Service Gazette or other written notification of the outcome to the appointment process, 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 readvertising, or referral back to the initial selection committee for further consideration.
- (iii) Any other means of addressing the concerns of the reviewee either in whole or in part.

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

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

Review Costs

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

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

Examples of costs may include:

travel or accommodation costs for review panel members,

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

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

costs associated with a reviewee choosing to engage the assistance of a third party (legal representative).

travel or accommodation costs for the reviewee where the reviewee requests (and is granted) to appear in person.

Key Personnel and Roles

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

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

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

Accountabilities

Fire Region Managers are responsible for operation of this policy.

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

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

Assistance

For further assistance or advice please contact:

Human Resource Consultants
Senior Advisor HR Policy and Development

Transfers, Notification of Vacancies & Appointment Policy

Introduction

The New Zealand Fire Service is constituted on the basis of operational staff reporting to 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.

Human Resource Consultants 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.

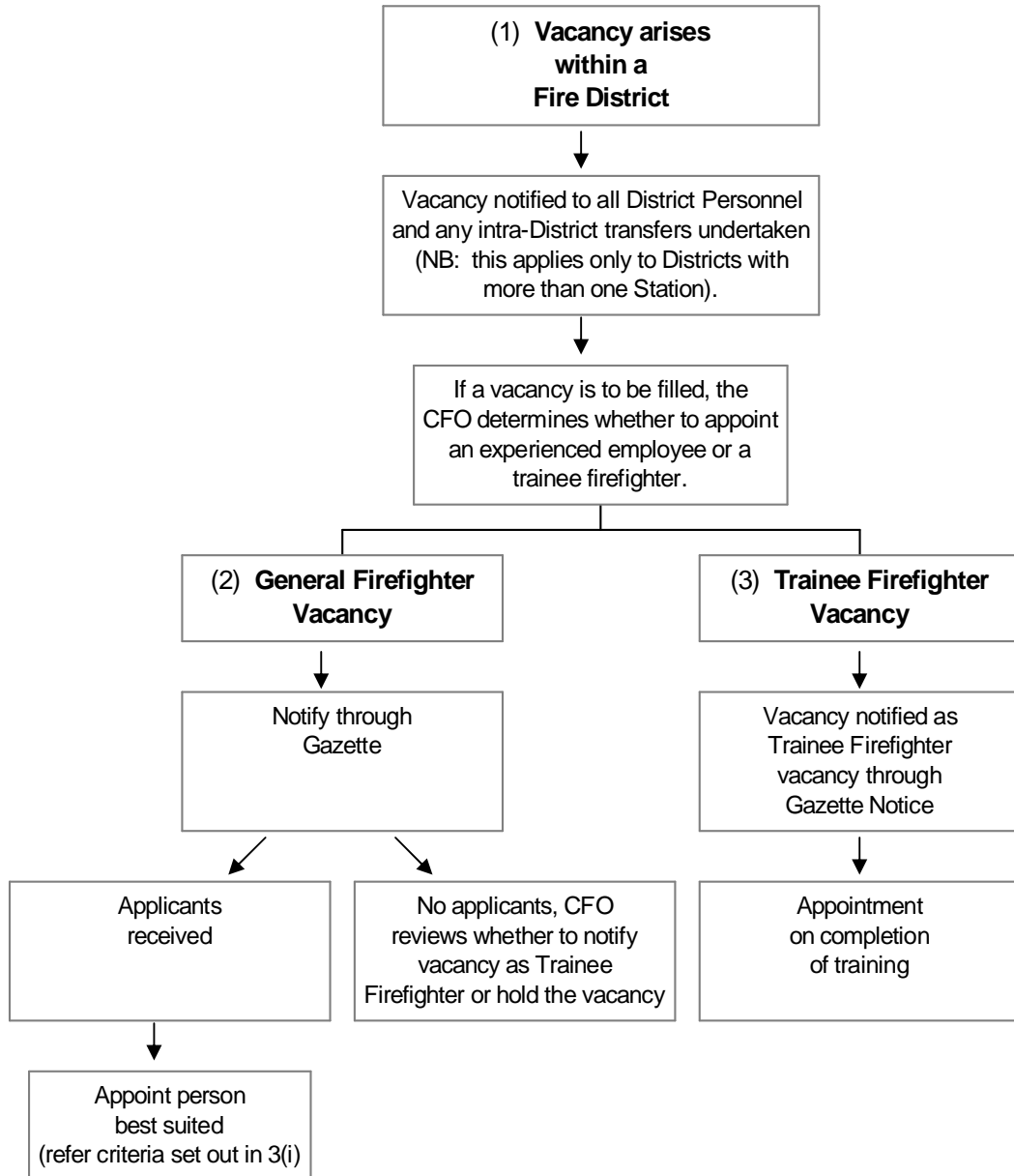
Assistance

For further assistance or advice please contact:

Human Resources Consultant

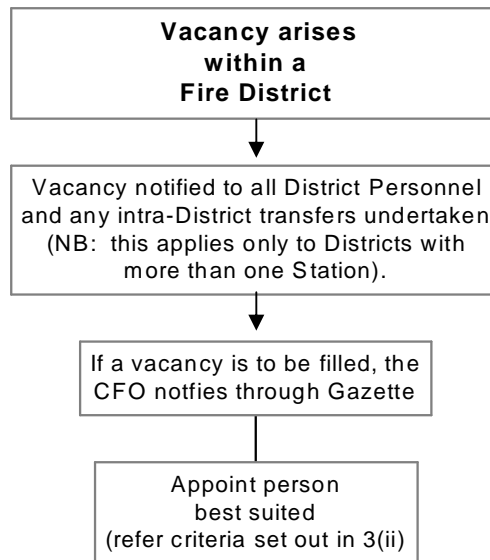
Appendix A

Notification & Filling of Firefighter Vacancies



Appendix B

Notification & Filling of Officer Vacancies





Appendix C
New Zealand Fire Service

Firefighter Application for Transfer

POSITION APPLIED FOR

Vacancy Number: _____ Station / District: _____

PERSONAL DETAILS

Name _____ Rank _____

Contact Details _____

Current Station _____ Current District _____

Current Officer _____ Current C.F.O. _____

WORK HISTORY

Date Entered Service _____ Length of service in rank _____

Previous stations (indicate time at each) _____

Fire Service Exams passed

Fire Service Training Courses

Special Skills (eg BA, Driver)

Firefighter Phase 1 _____

Senior Firefighter Phase 2 _____

Station Officer A Phase 3 _____

Station Officer B Phase 4 _____

Station Officer C Driver Grade 1 _____

Driver Grade 2 _____

OTHER DETAILS IN SUPPORT OF APPLICATION

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

FIREFIGHTER'S SIGN OFF

Verified as correct by current CHIEF FIRE OFFICER

Signed: _____

Signed: _____

Date: _____

Date: _____

PERSONNEL RECORD MANAGEMENT POLICY

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

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

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

Policy **General - Physical Files**

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

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

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

Performance management agreements and correspondence

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

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

Training applications and other correspondence on training

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

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

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

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

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

Location of Personnel Files

A: Operational Frontline Firefighters and Officers

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

Recruits' files are held by the Region to which they are recruited. Information directly associated with recruits' recruitment and training may be held by the National Recruitment Manager and/or the Recruit Course Chief Instructor.

B: Communications Staff

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

C: Regional Support Staff

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

D: Training Department Staff

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

E: National Headquarters Staff

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

F: All other Employees on the Monthly Payroll

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

G: Direct Reports to the Chief Executive

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

Employee access to their Personnel Records

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

Employee must make a written request to their manager.

The manager must must remove any evaluative material from the file before showing it to the employee.

If there is other material the manager is not comfortable with the employee seeing, or the manager is unsure if material is evaluative material, they should seek HR advice.

The manager should inform the employee where and when the file may be viewed. This will be as soon as practicable after the request is received. Under the Privacy Act this must be within 20 days of receiving the request.

The employee, with or without a representative, can view their file in a private secure area, but are not entitled to remove it. Access to the file will be supervised at all times.

If the employee wants a copy of any of the documents on their file, these can be marked and will be copied by the employer.

Staff shall not be allowed access to their personnel records unless this process is followed.

Register of File Activity

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

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

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

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

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

Evaluative Material

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

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

Evaluative material held on a personnel file should be placed in a separate envelope marked 'Confidential Evaluative Material' attached to the inside front cover of the personnel file.

Authorised Access to Personnel Records

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

Human Resources staff either responsible for their maintenance and/or in the course of completing their duties.

Line management from the rank of Deputy Chief Fire Officer upwards may access personnel records for all employees within their span of control.

In order to facilitate appointments and/or transfers management staff may access files upon obtaining consent from both the employee and their line manager.

Administration staff delegated specific responsibility for updating personnel files. Such staff must be made fully aware of this Policy.

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

Computerised Files

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

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

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

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

Definitions

Evaluative Material is defined in the body of this Policy.

Key Personnel and Roles

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

employee files.

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

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

Accountabilities

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

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

Assistance

Human Resources:

GRATUITY POLICY

Introduction

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

Policy

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

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

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

Retiring Leave

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

Qualification for Gratuity

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

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

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

Gratuity Payable on Retirement

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

Between 10 and 35 years continuous service, an amount equal to 1/35th of six months pay for each year of service, or part thereof;

After 35 years service, an amount equal to six months pay.

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

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

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

Calculation of continuous service

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

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

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

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

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

Gratuity Payment on Death

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

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

Gratuity - Ex Gratia Payments

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

Accountabilities

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

Human Resource Consultants are responsible for providing administrative support in respect of the application of this policy.

Senior Advisor Employee Relations is responsible for providing advice on this policy, as well as the maintenance and updating

of this policy.

Assistance

For further assistance or advice please contact:

Senior Advisor Employee Relations

Appendix A

PUBLIC SERVICE

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

Fire Service Examination Policy

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

On-Duty Staff

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

Off-Duty Staff

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

**On-Duty Staff –
Part A/B of SO
Exam**

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

Entitlements, Processes and Authorisations when attending Fire Service Training Courses

Introduction

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

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

Scope

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

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

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

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

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

Practice

It is the Fire Service's obligation to ensure staff attending training courses have access to suitable;
Accommodation,
Meals, and
Travel
that meet Fire Service principles in terms of spending public funds.

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

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

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

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

Location of the course.

Whether they are deemed to be 'living away from home'.

Accommodation arrangement, if 'living away from home'.

Meal arrangements, 'if living away from home'.

Maximum daily entitlement for allowances or meals.

Travel arrangements.

Process for claims of allowances and reimbursements.

Process for callback claims by District.

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

The location of the course;

The duration of the course;

The normal working location of the employee.

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

ENTITLEMENTS FOR THOSE LIVING AWAY FROM HOME

Definition

Living away from home:

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

Generally this will apply where the one way distance between the course venue and the attendee's home is in excess of 75 kilometres.

The Fire Service will arrange suitable accommodation for staff

Accommodation

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

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

Hotel / motel type accommodation with on premises restaurant facilities.

Hotel / motel type accommodation with cooking facilities adequate to prepare light meals (such as breakfast), and with easy access of other restaurant facilities for more substantial meals.

Hotel / motel type accommodation with full kitchen facilities provided.

Residential courses with all living arrangements provided.

Residential courses with full kitchen facilities provided.

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

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

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

Meals

Evening Meal and Breakfast

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

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

Meal Allowance for meals purchased or food purchased and prepared by the employee.

Meals purchased at the accommodation and paid directly by the Fire Service as part of the accommodation account.

Actual and reasonable meal reimbursement for meals purchased at a restaurant either attached to, or independent of, the accommodation site.

Accommodation type

Guide on appropriate meal option (above)

Hotel/motel with restaurant	A, B or C
Hotel/motel with some cooking facilities	A or C
Hotel/motel with full kitchen	A
Residential Courses with food provided	B
Residential Courses with full kitchen	A

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

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

Lunch

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

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

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

Travel

Costs of Travel / Travel Reimbursement / Mileage

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

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

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

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

Staff wishing to utilise their own private vehicle must advise the PDU or Regional Training in sufficient time to ensure no cancellation fee is incurred on pre booked transport.

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

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

Travel Time

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

Return Trip Home

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

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

Daily Incidentals Allowance

All course attendees are entitled to a daily incidentals allowance.

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

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

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

employee attending a Phase one course, the initial payment of daily allowance will be paid in the first pay period administratively available. Any subsequent payment will then be made in advance.

Use of Telephone

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

ENTITLEMENTS FOR THOSE LIVING AT HOME

Definition

Living at home:

Any person who is not being required to live in supplied accommodation for the duration of the training course.

Accommodation

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

Meals

Evening Meal and Breakfast

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

Lunch

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

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

Travel

Travel Reimbursement / Mileage

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

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

Expense claims for travel re-imbusement should be submitted on a weekly basis for payment on the following Tuesday.

Travel Time

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

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

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

Daily Incidentals Allowance

All course attendees are entitled to a daily incidentals allowance.

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

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

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

Use of Telephone

Attendees living at home have no entitlement under this provision.

PROVISIONS APPLICABLE TO ALL ATTENDEES

Watch Transfer and Overtime

Courses of 3 days or more

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

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

will ensure at least 2 clear rest days before the commencement of the first on duty shift. Assignment to Black Watch will be for the duration of the course.

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

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

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

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

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

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

Courses of 2 days or less

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

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

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

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

their rostered Night shift.

Travel Time

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

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

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

**District
replacing
employee
training.**

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

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

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

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

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

Amounts

The following rates will apply. Rates quoted are not subject to

tax deduction. Rates will be reviewed, but not necessarily increased, on an annual basis around the commencement of the business year.

Mileage- AA Mileage rates based upon an assumed average kilometres travelled of 14,000 per annum.

Daily Incidentals Allowance- With effect from 1 January 2009 \$8.14 per day or part thereof. With effect from 1 January 2010 \$8.28 per day or part thereof.

Living Away Allowance-

With effect from 1 January 2009:

Breakfast \$20.36

Lunch \$15.27

Evening Meal \$35.63

With effect from 1 January 2010:

Breakfast \$20.71

Lunch \$15.53

Evening Meal \$36.24

Where an allowance is incurred whilst attending training overseas, the allowance will be calculated on the basis of the exchange rate between New Zealand and the country to which the course is being run. (eg course in Australia – incidentals allowance \$8.14 x 1.17 = \$9.52 based on \$NZ1.00 buys \$A0.83.)

**Expense
process**

claim (Cash) Allowances

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

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

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

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

Reimbursements

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

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

Claims must be submitted to the course manager at the end of the course. Payment will be made once verified and authorised by the Operational Support and Training Group. Provided the claim is fully completed and in line with this practice, payment will be made within 5 working days of receipt.

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

Costs

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

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

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

Definitions

Attendees:

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

In service Training:

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

Courses where this practice applies:

Those administered by PDU or Regional Training. Characteristics will be courses that -
are promulgated within the NZFS and open to nominees;
require nominees to apply by complete a Fire Service nomination / application form;
require nomination forms to be forward to the Professional

Development Unit or Regional Training for administration;
are only open to Fire Service personnel (paid or volunteer);
are usually, but not necessarily, lead by Fire Service personnel as Instructors;
are usually, but not necessarily attended by operational personnel

Courses where this practice does not apply:

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

Key Personnel and Roles

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

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

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

Accountabilities

The Operational Support and Training Group personnel are responsible for the operation of this practice.

Human Resources Consultants are responsible for providing support and advice to Chiefs and Managers in respect of the application of this practice.

The Director of Operational Support and Training is responsible for the maintenance and updating of this practice.

Assistance

For further assistance or advice please contact:

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

Physical Competency Assessment (PCA)

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

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

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

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

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

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

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

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

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

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

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

Will there be one common standard across the Fire Service?

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

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

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

How will employees be compensated for undertaking the PCA?

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

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

How often will the PCA be run?

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

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

What will be the elements of the PCA?

PCA Attire

Candidates will undertake the PCA wearing the following:

Level 1

Helmet

Gloves

Fire Service Level 1 boots or approved safety shoes

BA set – light weight cylinder (except for Scenario 6)

Scenario 1: Hose Advance

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

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

Standard

Total time including transits between elements

Pass

Less than 7 minutes, 24 seconds

(Green)

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.

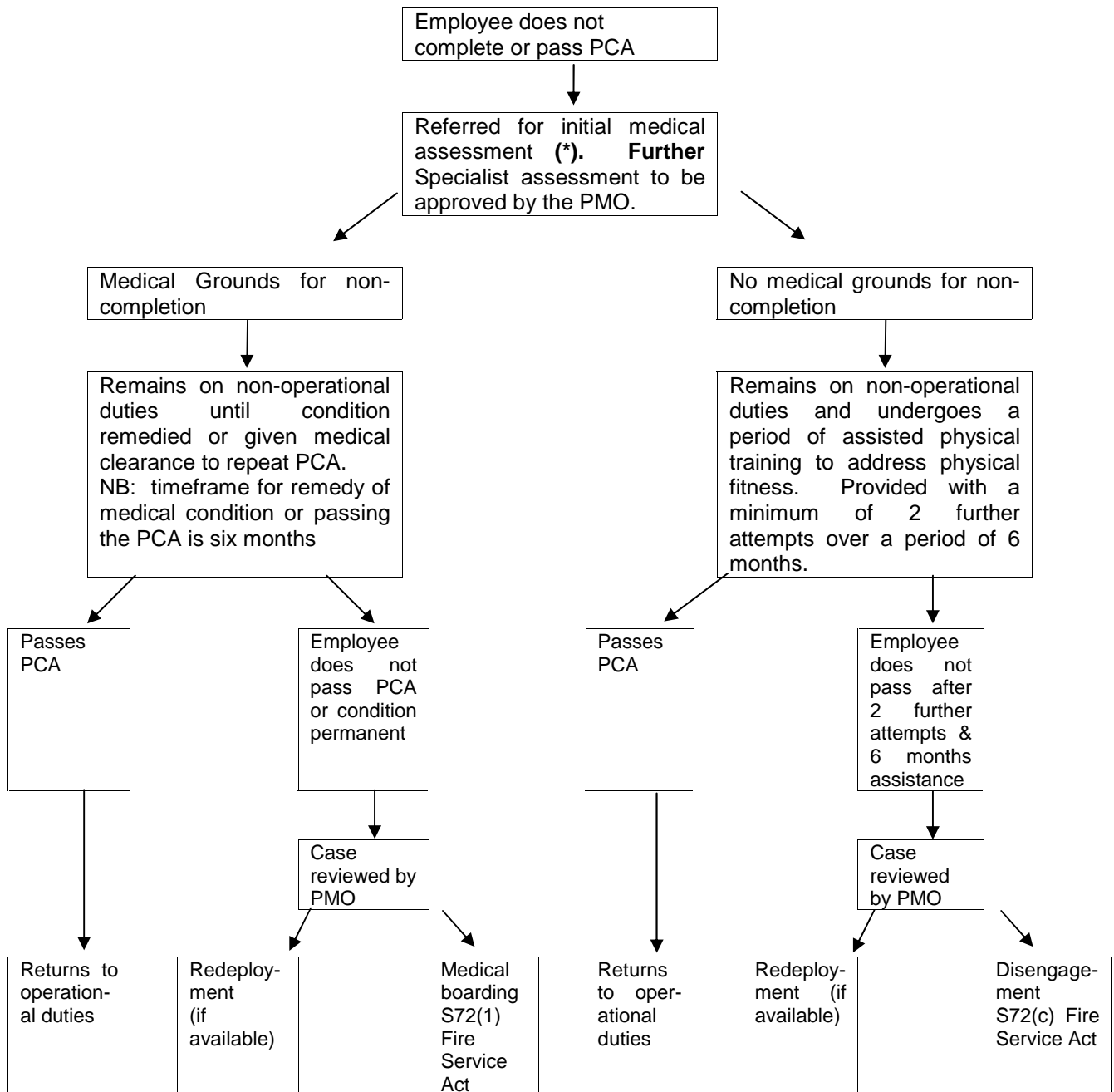
Failure to complete or pass the PCA (Red Zone) - the Working Party was unanimously of the view that a failure to pass the PCA (Red Zone) constituted too great a risk to the NZ Fire Service for an individual to remain on operational duties. A process was agreed to manage such situations and is set out 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.

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.

Physical Competency Assessment (PCA)

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

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

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

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

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

The allowances are:

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

Qualified Firefighter	Non Driver	\$1178
	Grade 1	\$1216

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

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

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

What further information can I expect on the PCA?

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