

---

# 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.

Position/Grade	FULL TIME			
	Base Salary@ 1 Jan 2009	Total Rem. @ 1 Jan 2009	Base Salary@ 1 Jan 2010	Total Rem@ 1 Jan 2010
Trainee Communicator Grade 1	\$39,368	\$44,728	\$40,037	\$45,488
Communicator Grade 2	\$44,679	\$50,761	\$45,439	\$51,623
Communicator Grade 3	\$48,220	\$54,783	\$49,039	\$55,714
Senior Communicator Grade 4	\$50,952	\$57,888	\$51,818	\$58,872
Senior Communicator Grade 5	\$53,678	\$60,985	\$54,591	\$62,022
Shift Manager	\$62,039	\$70,484	\$63,094	\$71,683

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

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

3.3.3 The remuneration received by Employees pursuant to this agreement shall be deemed to compensate them fully for all time worked and duties performed under this agreement, having regard to the responsibilities and duties of the Employee's position.

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

### 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 or by black or yellow watch workers outside their usual daily 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 on call for severe weather or other emergencies will be paid an On call Allowance under the following conditions:

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

## **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.

Relieving Shift Managers without the full requisite qualifications may be appointed to an established position of Shift Manager at the unqualified rate of remuneration, as set out in Part 3 Clause 3 of this agreement. The substantive package rate will be paid on achievement of all required qualifications.

- 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

3.5.1.4 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.

3.5.1.5 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.

3.5.1.6 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.

<b>PART 3 – CLAUSE 6 – ANNUAL LEAVE</b>
---

### 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.

- 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.
- 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.
- 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 14<sup>th</sup> 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.

<b>PART 3 – CLAUSE 7 – SICK LEAVE</b>
---------------------------------------

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:

- (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 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

- 3.8.1.1 Where a worker suffers injury or accident while travelling directly:
- 3.8.1.2 From place of residence to place of work or employment or vice versa, or:
- 3.8.1.3 From place of work or employment to any other place to which he/she has access by virtue of employment:
- 3.8.1.4 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

- 3.8.1.5 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

- 3.8.1.6 "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

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

### **WORK ACCIDENT LEAVE**

- 3.8.2 Leave taken as a result of injury sustained during the course of employment shall be classified as work accident leave (not sick leave).
- 3.8.2.1 Where work accident leave is granted sick leave entitlement shall not be debited.

### **PAYMENT FOR WORK ACCIDENT LEAVE**

- 3.8.3 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.
- 3.8.3.1 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**

- 3.8.4 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.
- 3.8.4.1 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 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**

- 3.10.1.1 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**

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

#### **INTERRUPTION OF SERVICE**

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

### **PART 2 – CLAUSE 8 – TRAINING LEAVE**

- 3.8.1 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.
- 3.8.2 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.
- 3.8.3 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.
- 3.8.4 The employee will be paid for attending the training course at their ordinary rate of pay.
- 3.8.5 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.

- 3.18.1 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.
- 3.18.1 If the Security Screening clearance of an Employee is revoked, that Employee will no longer be eligible to hold the position of Employee, and may be dismissed as under clause 3.9.1 of this agreement.

### **PART 3 – CLAUSE 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(l) 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.