

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

	Tradesperson	Technician		Specialist	
	Step 1*		Step 2*		Step 3*
		Interim Step		Interim Step	
VSO	\$49,652	\$52,574	\$55,494	\$56,955	\$58,415
TRAINER	\$54,642	\$57,856	\$61,071	\$62,677	\$64,284
SNR TRAINER	\$55,910	\$59,199	\$62,489	\$64,133	\$65,777
FSO/FRMO	\$54,642	\$57,856	\$61,071	\$62,677	\$64,284
SFSO/SFRMO	\$55,910	\$59,199	\$62,489	\$64,133	\$65,777
OPS PLANNER	\$55,910	\$59,199	\$62,489	\$64,133	\$65,777

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 on-going 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) 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 affect 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.