

Proposed Agreement Wording - Flexible Rosters

Part 6 New Clause

The NZFS and the NZPFU have agreed to trial a range of flexible rosters to supplement the Operational Roster defined as that referred to in Clauses 2.3.2 and 2.3.2.1 of this Agreement (the main roster). These rosters will be trialled in agreed Areas to determine their suitability for introduction across all Areas. The trial will run until such time as sufficient information has been gathered to determine the suitability of the flexible rosters for wider deployment, or until ended by agreement between the parties to this Agreement.

The parties acknowledge that flexible rosters will be used to provide additional staffing to maintain minimum shift numbers on the main roster. There is no intention to replace the main roster with flexible rosters. Establishment for flexible rosters will be in addition to the current establishment for the main roster.

Employees must hold the rank of at least Qualified Firefighter to elect to be placed on a flexible roster.

The trial will be controlled, monitored and evaluated by a Committee consisting of three NZFS representatives and three NZPFU representatives. In controlling, monitoring and evaluating the trial, the Committee will recognise the rights and responsibilities of the relevant Area Managers to manage their Area. A terms of reference for the Committee will be developed and agreed. The terms of reference will detail the decisions regarding the trial that will be made by the Committee as against the decisions that will be made as part of normal management accountability by Area Managers in conjunction with the Area based Union representatives in the Areas where the trial takes place.

In those Areas that participate in the trial, the following clauses will operate in conjunction with Part 2 Clause 3 of this Collective Employment Agreement.

All conditions in Part 2 will apply to employees on the flexible roster.

The Parties may agree to end the trial at any time. If the trial is ended, employees will be returned to the Station and watch and roster they were assigned to immediately prior to the commencement of the trial.

If the trial is successful then the parties agree that the following clauses will operate in conjunction with Part 2 Clause 3 of this Agreement as flexible rosters are implemented across all Areas of the New Zealand Fire Service.

6.x.1 FLEXIBLE ROSTERS

In addition to the Operational Roster described in Clause 2.3.1 of this agreement, flexible rosters will operate to supplement the Operational Roster (the main roster).

The "**Flexible Roster**" means the rosters detailed below that employees are placed on, either temporarily or permanently, to provide a flexible pool of staffing to supplement the main roster. There are four flexible rosters, being:

- Flexible Week-Day
- Flexible Weekend
- Flexible Full Week
- Fixed Weekend

Employees that apply for, and are appointed to, a flexible roster position will be assigned within their Area, and will be required to work at any Station within that Area. The Area Headquarters will be their "home station" unless agreement is reached between the employee and their manager to designate another station within the Area as their "home station". Where travelling distance from the employee's home to the station they are assigned to for a particular shift is greater than the distance from their home to their home station the employee will be entitled to claim travel time for the additional distance travelled in accordance with Clause 2.6.19 of this Agreement. Wherever practicable, arrangements will be made for PPE and/or bedding for employees on the flexible roster to be available at all stations within the Area they are assigned. Where the employee is required to collect PPE and/or bedding from their home station before travelling to the station they are assigned to for a particular shift, the employee will be entitled to claim travel time for the distance from their home station to the station they are assigned to. The employee will be expected to, wherever practicable, plan ahead in ensuring their PPE and/or bedding is available for them at their rostered stations when they have been rostered in advance. Employees will not be entitled to make consecutive claims for travel time from the employee's home station to the same rostered station.

No employee will be placed on a flexible roster without their agreement. If an employee agrees to work one of the flexible rosters and then wishes to return to the main roster, approval will be given as long as the completion of the trial is not compromised by the employee returning to the main roster. In the first instance, a replacement employee will be sought. If no replacement employee can be found, the employee will be given approval to return to their original position on the main roster providing they have spent a minimum of six months on the flexible roster.

Wages for employees working on a flexible roster will be as detailed in Part 2 Clause 6 of this agreement.

On all flexible rosters a day shift is from 0800 to 1800 and a night shift is from 1800 to 0800. A week is defined as the period Monday to Sunday inclusive.

Flexible Week-Day Roster

Employees on this roster are required to work three shifts a week each week of the year other than those weeks they are on rostered annual leave as defined in Clause 6.x.4 of this Agreement, from the following shifts:

- Monday Day Shift
- Monday Night Shift
- Tuesday Day Shift
- Tuesday Night Shift
- Wednesday Day Shift
- Wednesday Night Shift
- Thursday Day Shift
- Thursday Night Shift
- Friday Day Shift

Employees on this roster will be required to work an additional 26 shifts per annum. These additional shifts will be spread as evenly as practicable over the year. These shifts can only be used to maintain MSM and/or for the purposes of training and/or skills maintenance.

Flexible Weekend Roster

Employees on this roster are required to work three shifts a week each week of the year other than those weeks they are on rostered annual leave as defined in Clause 6.x.4 of this Agreement, from the following shifts:

- Friday Night Shift
- Saturday Day Shift
- Saturday Night Shift
- Sunday Day Shift
- Sunday Night Shift

In addition, employees on this roster will be required to work an additional 26 shifts per annum; these additional shifts will be spread as evenly as practicable over the year. These shifts can only be used to maintain MSM and/or for the purposes of training and/or skills maintenance.

Flexible Full Week Roster

Employees on this roster are required to work six shifts a week for each three week period, followed by three weeks off in accordance with a continually rotating roster of three weeks on, three weeks off. Annual leave will be rostered in accordance with Clause 6.x.4 of this Agreement.

In addition, employees on this roster will be required to work an additional 26 shifts per annum, No more than two of these additional shifts will occur in any week, and at no time will these additional

shifts be scheduled so as to cause a breach of the fatigue management policy, or be scheduled during their three weeks off unless by agreement. These shifts can only be used to maintain MSM and/or for the purposes of training and/or skills maintenance.

Fixed Weekend Roster

Employees on this roster are required to work one of the following two sets of shifts each week, other than the weeks they are on rostered annual leave in accordance with Clause 6.x.4 of this Agreement.

Fixed Weekend Roster A - Friday Night, Saturday Night, Sunday Day

Fixed Weekend Roster B - Saturday Day, Saturday Night, Sunday Night

In addition, employees on this roster will be required to work an additional 18 shifts per annum. These additional shifts will be spread as evenly as practicable over the year. These shifts can only be used to maintain MSM and/or for the purposes of training and/or skills maintenance.

6. X.2 NOTIFICATIONS AND AVAILABILITY FOR WORK

Employees on the flexible full week, flexible weekend and flexible week day rosters detailed above will be advised of the shifts they are required to work at any time up to the commencement time of the shift(s) they are required to work. Employees on this roster must make themselves available to work any of the shifts identified above each week, other than in those weeks they are on rostered annual leave as defined in Clause 6.x.4 of this Agreement, or at times when they elect to take annual, service or another form of discretionary leave, or when they are on rostered days off

If an employee assigned to one of the flexible rosters detailed above is not available, with 24 hours notice, to work one of the shifts within their flexible roster then their total weekly wage, as defined in Part 5, Table 2 of this Agreement, will be reduced by a pro rata rate calculated based on the number of shifts worked per annum (Total Weekly Wage multiplied by Number of Weeks Per Year Divided By Number of Shifts Per Year (TWW*52/182) for each shift they are unavailable to work in any week.

Employees will be required to nominate two methods of contact from the following options for roster notifications at the time they are appointed to the flexible roster.

- Nominated Landline or Cell phone Number
- SMS Message
- Email to Nominated Email Address

If an employee is not able to be contacted using the means nominated by the employee when appointed to the flexible roster and/or does not respond, their total weekly wage, as defined in Part 5, Table 2 of this Agreement, will be reduced by a pro rata rate calculated based on the number of shifts worked per annum (Total Weekly Wage multiplied by Number of Weeks Per Year Divided By Number of Shifts Per Year (TWW*52/182) for each instance where they do not work a rostered shift advised to them through their two methods of contact detailed above.

6.x.3 CHANGE OF ROSTER BETWEEN OPERATIONAL ROSTER AND FLEXIBLE ROSTER

When an employee is changed from a flexible roster to the operational roster, from the operational roster to a flexible roster, or from one flexible roster to another, the employee will receive at least 2 clear days off between concluding their last shift on their current roster and commencing their first shift on their new roster. Where the worker would have at least two clear days off as part of their current roster, they will not commence on the new roster until their scheduled period of roster days off on their current roster have concluded.

Employees cannot be required to change from the main roster to a flexible roster; this can only be done by agreement.

6.x.3 ASSIGNMENT TO A ROSTER AND/OR WATCH

Operational workers placed on a flexible roster will be assigned to one of the flexible rosters detailed in Clause 6.x.1 of this agreement.

6.x.4 ANNUAL LEAVE

Employees on the Flexible Full Week Roster shall be granted annual leave periods, without deduction of pay, at the rate of 14 consecutive days within each 126 consecutive days' employment. Annual leave will be in accordance with an annual leave roster determined by the Area Manager. Annual leave periods shall be rostered so as to commence at beginning of the third week on duty in the six week cycle (3 weeks on 3 weeks off).

Employees on the Flexible Week-day, Flexible Weekend and Fixed Weekend Rosters shall be granted annual leave periods, without deduction of pay, at the rate of 21 consecutive days within each 182 consecutive days' employment. Annual leave will be in accordance with an annual leave roster determined by the Area Manager. Annual leave periods shall be rostered so as to commence on a Monday.

The Parties to this Agreement agree that the formulas detailed above meet or exceed the requirement for four weeks annual holiday as provided for in Section 41 of the Holidays Act 2003.

In all other cases annual leave shall be calculated on a pro rata basis.

Revisions to Part 2

Part 2 Clause 3

New Clause " In addition to the Operational Roster described in Clause 2.3.1 of this agreement, in Areas participating in the Trial detailed in Clause 6.x of this agreement flexible rosters may operate to supplement the Operational (main) Roster. Hours of Duty for employees working on a flexible roster are as defined in Clause 6.x of this agreement."

Part 2 Clause 7

Change 2.7.1.1 to read "Staff on the flexible rosters detailed in Clause 6.x of this agreement will be entitled to annual leave in accordance with Clause 6.x.x of this Agreement."