

Settlement Agreement (Without Prejudice, until finalised and signed)

Between

NZ Professional Firefighters Union (the "NZPFU") for and on behalf of both the NZPFU and each of the 22 named applicants in the proceedings in the Employment Relations Authority (File No. 5440941)

And

The New Zealand Fire Service (the "NZFS")

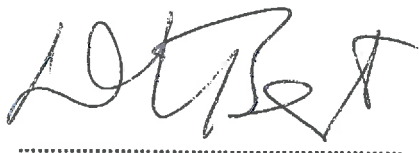
Collectively "the parties"

This agreement is made in full and final resolution of the QFF Progression Dispute, and the matter before the Authority on behalf of Brad MacLeod and 21 others (File no 5440941)

1. The parties agree that the payment between the NZPFU and the NZFS notified in the NZPFU newsletter to its members dated 14 August 2013 is accepted as resolving this dispute, and that no further payments will be sought except as expressly provided for below.
2. As such, the NZFS will not take any steps to recover any of the backdated wages already paid to firefighters pursuant to that newsletter.
3. All parties, including the NZFS, and NZPFU and the named applicants in proceedings file no. 5440941 will take all reasonable steps to ensure that the requirements for progression set out in the NZPFU newsletter of 14 August 2013 are achieved within the normal four year cycle.
4. NZFS will take all reasonable steps to publish and adhere to a training delivery programme that provides reasonable opportunity to enable progression requirements to be met within the normal four year cycle. If failure to achieve progression within the normal four year cycle is directly attributed to failure (without reasonable cause) by NZFS to adhere to the published training program, appropriate backdating for the 22 applicants (or any of them if only some are affected) will occur to offset the extent of any delays caused directly by such failure, provided the affected staff member takes up the next available opportunity to meet the training requirement and achieves the requirements.
5. As part of reaching this agreement, all parties agree that clauses 2.6.7, 2.6.7.1, and clauses 2.1.3.1 and 2.1.4.1 of their collective employment agreement do not require any backdating of wage increases, and that relevant pay increases under those clauses based on promotion are only payable from the date the employee completes both the service and qualification requirements to achieve promotion.

6. The parties agree to request from the Employment Relations Authority (via a memorandum for the NZFS's solicitors, copied to the applicants' solicitors) a consent order from the Authority in confirmation of point 5. above, in the following terms:
1. The parties have resolved their dispute by agreement, and have requested that the outcome is recorded in a consent order.
 2. The parties have agreed that clause 2.6.7, 2.6.7.1, and clauses 2.1.3.1 and 2.1.4.1 of their collective employment agreement do not require any backdating of wage increases, and that relevant pay increases under those clauses based on promotion to rank are only payable from the date the employee completes both the service and qualification requirements to achieve promotion.
 3. Costs in relation to the dispute are to lie where they fall.
7. In the event the Authority declines to issue a consent order in the terms above, the matter before the Authority on behalf of Brad MacLeod and 21 others will forthwith be withdrawn by the applicants on the basis of the terms set out in paragraphs 1-5 above, with costs to lie where they fall.

Signed



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Derek Best

For and on behalf of both the NZPFU and each of the 22 named applicants in the proceedings in the Employment Relations Authority (File No. 5440941)

Date: 27/05/2014.

..... *Hamish Moore* (ACTING DIRECTOR PEOPLE & CAPABILITY)

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For the NZFS

Date: 27.5.14