

TOO LATE

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Further to Newsletter No.37 the Union can report that negotiations for the renewal of the Collective Agreement have ceased. The Union National Committee met to discuss the Fire Service’s final offer. As mentioned in the Newsletter the Committee will be bringing the offer out to members at local meetings for ballot.

The Union bargaining team met for the last time on October 1st. At that meeting the Union insisted and the Fire Service assured that the final offer received was the very best offer that the Fire Service could give at this time.

The Union considers that the offer is **too late**, that is - the offer contains no back pay whatsoever and that means that on top of a 21 month period without a pay increase the Fire Service is still unable to back pay this offer at all. The increases are from the date of settlement if and when that occurs.

The Union considers that the offer is **too little**, that is - the offer of 1.3% for the first 8 months or so, and then a further offer of 1.5% for another year, and even in the recessionary times that we had over the past year, that is not enough. Added to that there are changes to the CEA that the Fire Service requires as well.

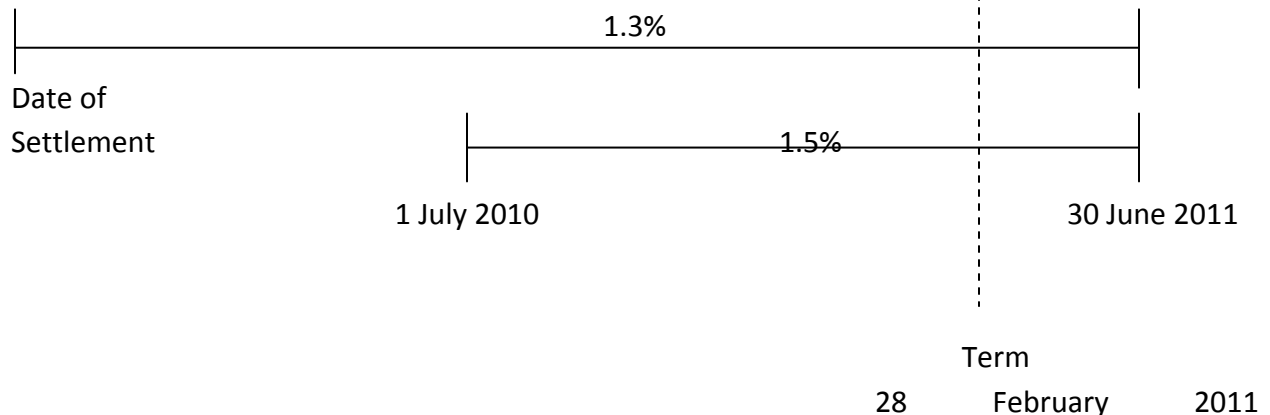
The Union considers that the offer is **too long**, that is - the offer runs for 2 ½ years from the expiry of the current CEA. In times when many commentators are saying that the recession has ended, why would the Union lock in such low rates of increase for such a long time?

As noted in the previous Newsletter the Union Committee recommends that **the offer be rejected**.

The full offer including the altered clauses is herewith for members’ information.

Members will be advised of the dates for meetings at each Local, that will be attended by a member of the National Committee, as soon as the arrangements can be made.

Wages



1.3% increase to wages and allowances from Date of Settlement, with a further 1.5% increase to wages and allowances from 1 July 2010. Wage rates would remain in force until 30 June 2011, however the

CEA would expire on 28 February 2011 so that negotiations for a new CEA could commence in January/February 2011.

At or around 1 July 2010, the parties would meet to review data on relevant economic indicators, other state sector settlements and other relevant information, to ensure that the wage increase programmed for 1 July 2010 was still at an appropriate level. Where those economic indicators, settlement trends and other information suggest that the economic environment has changed sufficiently to consider a higher wage movement at that time, then this would be discussed between the parties and, if agreement was reached, a variation to the CEA effected to adjust the level of the 1 July 2010 wage increase.

If Date of Settlement was 1 October 2009 then 1.3% for nine months, total of 2.8% for 12 months

Other Changes

- Changes to programmed work (detailed in attachment)
- Changes to time-banked leave (detailed in attachment)
- Changes to Transfers Policy (detailed in attachment)
- Changes to Sick Leave (detailed in attachment)
- Changes to Trainee Firefighter hours (detailed in attachment)

Commitments

Part 4 (Black Watch) working party (ToR to be developed) to be completed during the term of the collective, focused on:

- Developing a comprehensive set of terms and conditions including but not limited to Hours of Work, Leave, Overtime/Allowances, Remuneration, On-Call Arrangements
- Achieving role clarity for VSO, OPO and other Black Watch positions
- Agreeing process for progression through remuneration ranges
- Encouraging movement into and out of black watch roles

Commitment to work with the NZPFU to identify alternative shift patterns, rosters and/or staffing arrangements, as an overlay to the current shift system, to more effectively resource the organisation. This work will commence prior to Christmas.

CHANGED CLAUSES

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.

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 an 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 a 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 When a vacancy arises, the following procedure will be adhered to:

Vacancies within a Fire District

- (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 the 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.

Selection 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 total length of service.
- (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.

- (i) 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.
- (ii) 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

1. Area Managers are responsible for the operation of this policy.
2. Human Resource Consultants are responsible for providing advice and guidance on the application of this policy.
3. 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*

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) and Business Plans

2.5.2.1 SMS is both a consultative business planning approach and a supporting software. 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.

SMS is founded upon consultation and partnership between the NZFS 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 joint steering groups that oversee the development and deployment of SMS, including once SMS becomes fully operational; and
- Both parties will endeavour to understand and accommodate each other's needs wherever possible

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 an opportunity 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 the 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.

NOTE: This replaces current Clause Part 2, Clause5 and current Part 6, Schedule 5

Sick Leave – Part Two (Replaces Clauses 8, 10 and 11)

Nothing in this clause 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.

Entitlement

Where a worker is rendered unfit for duty as a result of illness such worker shall be entitled to paid sick leave of up to 16 shifts per annum.

Medical certificates, dated on the day of the absence, where practicable, will be required by the employer at any time where:

- The employee's sick leave absence is for three or more consecutive shifts/working days or;
- The employer has concerns about the employee's health and well-being because of the level of sick leave being taken (in this case the cost of the medical assessment will be met by the Employer) or;
- The employee has already had five shifts off in a given leave year due to illness or;
- The employer suspects that the sick leave being taken is not genuine (in this case the cost of the medical assessment will be met by the Employer).

Unused sick leave in each leave year shall be carried forward and accrued to the following year's entitlement, up to a maximum of 180 shifts.

Only one shift will be debited in any 24 hour period.

Where absence is for a part-shift only, the employee's sick leave entitlement shall be reduced by the proportion of the shift the employee was absent for.

Exhaustion of Sick Leave Entitlement

When an employee has exhausted his/her sick leave entitlement, any further absences due to illness shall be on leave without pay. Such leave without pay interrupts, but does not break, service. If an employee has exhausted his/her sick leave entitlement they may request an extension to their entitlement. Any such requests will be reviewed by the relevant Fire Region Manager and referred to the Chief Executive for a final decision. In agreeing to any extension, the Chief Executive may decide that any extension will be debited against the employee's next annual entitlement, when that becomes due.

Sickness At Home

An employee may be granted leave on pay, as set out below, as a charge against their sick leave entitlement when the employee must, because of emergency, stay at home to attend to a member of their household who, through illness or injury, becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household. "Family" for the purpose of this provision includes children, spouse, or person living in a

recognized de facto relationship with the worker, parents or other relatives such as grandparents, grandchildren and relations by marriage, living with the worker.

Approval is only to be given in the event of emergency illness. It will not be given when the employee has had advance notice e.g. of admission to hospital, etc. Approval will 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.

Non-work Accident

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.

Absences related to injuries associated with non-work accidents shall be debited against an employee's sick leave entitlement for the first week (seven calendar days) of the absence. A debit will only be made against the employee's sick leave entitlement where that employee was rostered to work.

Where Weekly Compensation is able to be claimed from ACC, the employee will be paid at normal sick leave rates, subject to the employee providing all of the necessary documentation to NZFS within seven days of their non-work accident to enable NZFS to lodge a claim for Weekly Compensation with ACC. Their sick leave entitlement will be debited to make up any shortfall in the amount reimbursed in weekly compensation and that paid in sick leave. Once an employee's sick leave entitlement is exhausted the employee will be placed on leave without pay.

Where the amount of weekly compensation paid by ACC is greater than the worker's normal sick leave rates, then the worker will be paid at the weekly compensation rate payable by ACC.

Where Weekly Compensation is not able to be claimed by the employee from ACC or where the required documentation referred to above is not provided within seven days of the employee's accident, any absence from the eighth day of absence will be deducted from the employee's sick leave entitlement until this entitlement is exhausted or the employee returns to work. Once an employee's sick leave entitlement is exhausted the employee will be placed on leave without pay.

Secondary Employment Accident Leave

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.

Any employee who suffers a secondary employment accident shall be placed on leave without pay until such time as they return to full duties. Secondary employment accident leave without pay will interrupt, but not break, service.

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 authorized Union business shall not be deemed to be engaged in secondary employment.

Long term absences

Any employee who has been absent for an extended period (beyond 26 weeks), will be required to undergo assessments (at the Fire Service's expense and discretion) as identified by the Fire Service in order to ensure that the employee is fit to return to full duties and that their health and well-being will not be compromised by their return to work.

Where it becomes apparent that an employee is likely to be absent because of illness or injury for a period beyond 26 weeks, the Employer shall undertake a review of the employee's medical status at the time it is identified that the employee is likely to be absent beyond 26 weeks, to determine whether the employee's employment shall be continued or whether the employee shall be retired on medical grounds. The decision to undertake this review may be made before the worker has been absent for 26 weeks where information is available that suggest that the worker is likely to be absent for a period beyond 26 weeks. Further reviews, in a similar manner, shall continue upon completion of each successive 13 week period of absence until either the employee returns to full duties or is retired on medical grounds.

Light Duties

Where a worker's medical certificate enables that worker to return to work on light duties, such duties shall be decided by the Area or Assistant Area Manager, and shall form part of a structured rehabilitation program. The rehabilitation program will be agreed by consultation with the employee, the Area or Assistant Area Manager and the Union. In circumstances where the Fire Service is unable to provide suitable alternative duties, the worker will remain on sick leave until he/she is able to return to full duties, subject to the provisions of the Long-term absences and exhaustion of sick leave clauses above. Where a rehabilitation program has been agreed in accordance with this clause, NZFS will provide suitable alternative duties, as defined in that rehabilitation plan.

Transition Arrangements

As at the date this agreement comes into force, employees' current sick leave balances will be converted at the rate of 16 shifts for every 28 days available at the time of transfer to the new system.

New Clause

Trainee Firefighter Remuneration and Conditions

The parties agree that at times during Trainee Firefighters' Recruit Courses, there may be a need for the hours that are available for training to be increased to enable trainees to attain the required skill levels.

Trainee firefighters will be paid a total weekly wage in accordance with Part 5 Table 2 of this agreement. This total weekly wage compensates them for all hours spent training while in attendance at the Recruit Course, provided that the core training hours do not exceed 9 hours per day or 45 in any one week (7 day) period.

Trainee firefighters are not eligible to claim any overtime or additional remuneration provided that the core training hours are within the limits detailed above.

At the end of each course a report will be produced and provided to the NZPFU detailing the hours spent training over the length of the course for the purposes of ensuring that it does not become the norm for trainee firefighters to train for 9 hours a day or 45 hours a week over the duration of the Recruit Course. If, at any time concerns were raised by the NZPFU that it was becoming the norm for trainee firefighters to train for excessive hours, then NZFS agrees to work with them to address this issue.

If it is necessary to extend training hours for all trainees on the particular course beyond the limits stated above for any reason, this will only be done by agreement between the parties.

Where it is deemed necessary by course instructors to extend training hours for an individual trainee beyond the limits stated above in order to provide remedial training for that individual, this may be done by agreement between the individual trainee concerned and the instructor offering the extended training hours.