

TERMS OF SETTLEMENT – for the 2022 Collective Agreement between the New Zealand Professional Firefighters Association (PFU) and Fire and Emergency New Zealand (FENZ)

These terms of settlement are subject to Cabinet approval of funding to support the overall financial package and with drawdown available upon ratification.

Wage Increases (as attached Appendix One).

1. The wage increases are detailed Appendix One, with the final tables for inclusion in the CEA to be drawn by the parties using the data appearing in that appendix, recognising that the hourly rates tables to appear in Part Five of the CEA for firefighters and officers, are drawn from the annualised date contained in that Appendix. Annual rate tables in Part 3 and 4 will also be drawn using the annual rate data in Appendix One.
2. In arriving at the agreed increases, the parties have agreed to effectively reset the base pay of firefighters and officers, uplifting the base salary of the benchmark roles of Senior Firefighter Non Driver, and Station Officer Driver Two Year 5 by \$8,200 in the first year, from 1 July 2021 and resetting the relativities according to the base salary percentage points specified in the CEA.
3. The Driver allowances have then been reset and standardised throughout, to then be added to the new benchmark base rates inclusive of a 5% adjustment in year one, before standardising as shown in Appendix One.
4. At the same time, the relativity points between the Firefighter scale and the Communications Centre scale have also been further aligned for relativity purposes.
5. In addition, reset percentages have been agreed on a relativity basis for the Black-watch roles of VSO and Trainer/Senior Trainer at 11% year one, as well as the Advisor and Senior Advisor risk reduction and community readiness respectively, at 8% year one.
6. Years two and three effective from 1 July 2022 and 1 July 2023 respectively have seen increases of 5% each year, in lieu of the market movement process in the CEA. Allowances have been adjusted for year one at 11%, and 5% for years two and three unless specified otherwise with allowances in the CEA to be adjusted accordingly.
7. Pay increases are backdated to the effective dates of 1 July 2021 and 2022, with backpay payable. All other conditions, are, unless otherwise stipulated, effective from the date of ratification going forward.

8. The updating of the rates is expected to be loaded by the end of February 2023, for payment in the first pay run in March being March 8 pay date. Backpay is targeted for the end of April, beginning of May. Fenz will explore options to expedite this process with external support if reasonably practicable.
9. In recognition of the uplift of base rates the following words are to appear in the CEA in Part Two clause 2.6.1.3 and Part Three clause 3.3.2.

In 2018 the parties recorded the recognition that the current operating environment and the circumstances in which front line roles in particular are carried out had changed since the job sizing benchmark roles of senior firefighter and station officer were first evaluated.

It was also acknowledged that the emotional and psychological effects and impact of medical calls and the circumstances in which they are carried out was not explicitly considered within the job size evaluations, as the job size methodology was more reflective of skills required and accountabilities, rather than the impact of conditions of work per se.

In recognition of the above the parties have agreed \$2600 of the \$8200 increase at the 100% benchmark rates and as reflected also in communications centre grades is in recognition of the impact of emergency medical response.

Sign on bonus

10. In addition to the wage increases outlines above, all staff covered by the bargaining will receive a one-off sign-on bonus of \$1,500.00 gross in recognition of the circumstances of this bargaining. Provided ratification is confirmed by 20 December 2022, the expectation is that this will be paid in the 23 December pay.

Auckland Issues

11. For Auckland members of PFU, there will also be an additional \$1,000.00 gross one-off lump sum paid in recognition of the joint work between the PFU and FENZ in the delivery of the Report of the Auckland Issues Taskforce in 2019, leading to the establishment of a new ongoing allowance in this CEA, to recognise the challenges and complexities for shift workers living and working in New Zealand's largest city, Auckland, operating across three Districts with contiguous boundaries and circumstances in combination unique to Auckland.
12. Eligibility for the one-off lump sum of \$1,000.00 requires PFU membership at ratification of the CEA, and work location being one of the three Districts making up Auckland including Northcom. The expectation is that provided confirmation of

ratification occurs by 20 December 2022, this will be paid in the 23 December pay-run.

13. The Auckland shift worker allowance will be \$2,600.00 gross per annum, super-able, payable to all part two and three coloured watch staff (including yellow watch) with the parties recognising in good faith that this allowance is not extendable or advanceable to other centres in future bargaining. The first payment of this is due 1 July 2023 (paid in the pay-run immediately following that date).

14. To be inserted into the collective agreement Part One clause 25:

1. AUCKLAND TASKFORCE

- 1.1 In 2019 a joint Auckland Taskforce resulted in a Report that demonstrated the challenges for those working and living in Auckland.
- 1.2 In recognition of the joint work between the parties and that Report all NZPFU members working in Auckland will receive a \$1000 one-off payment upon the ratification of this Collective Agreement.
- 1.3 All members covered by Part Two and Three of this Agreement will be paid an ongoing shift worker allowance for living and working in New Zealand's largest city, operating across multi-districts with contiguous boundaries and circumstances that are unique to Auckland. The annual shift worker allowance of \$2600 shall be paid in the first pay-run following 1 July 2023 and annually on the first pay-run after 1 July each year thereafter. The allowance will be paid pro-rata for employees that work in Auckland for less than the full year, taking 1 July as the date of eligibility.

Insurances

15. The parties have agreed to the payment of a reimbursement allowances of up to \$50 per week (\$2,600 per annum) commencing 1 July 2022, upon evidence of income protection and/or life insurance premiums being incurred.

16. This will be paid annually upon production of the necessary supporting documentary evidence, with the first reimbursement available for the year ending 30 June 2023, and subsequent reimbursement available during the year 1 July 2023 to 30 June 2024, and so on

17. Prior to 30 June 2024 FENZ and the NZPFU will jointly explore the establishment of a suitable subsidised Group scheme to apply for income protection and life insurance.

18. FENZ will seek confirmation of the correct treatment for tax purposes prior to implementation.

19. To be inserted into the collective agreement as Part One clause 24:

1. INCOME PROTECTION AND LIFE INSURANCE REIMBURSEMENT

- 1.1. FENZ will reimburse workers up to \$50 per week (\$2,600 per annum) upon receipt of evidence of the worker's premiums for income protection and/or life insurance.
- 1.2. Payment will be made in the normal course upon production of the necessary supporting documentary evidence, with the first reimbursement available for the year to 30 June 2023, and subsequent reimbursement available for the year to 30 June 2024, and so on.
- 1.3. During the course of this agreement FENZ and the NZPFU will jointly explore the establishment of a suitable subsidised Group Scheme to apply for income protection and life insurance to be provided to the workers. Any change from a reimbursement allowance to FENZ providing cover will be subject to agreement of the policy including remedy of any barriers for workers to transfer from an existing insurance provider.

Term

- 20. The term of the CEA will be 1 July 2021 to 30 June 2024.
- 21. It is agreed that the 2021 and 2022 increases to base pay and allowances that are part of these terms of settlement are backdated to those specified 1 July dates, being 1 July 2021 and 1 July 2022, unless specified otherwise.
- 22. Union members will receive backpay of their remuneration following ratification on the basis of these specified effective dates being used for backpay calculations. Changes to other terms and conditions, and new terms, if any, will be applicable from the date of ratification, unless specified otherwise.

Coverage

- 23. The parties have agreed to add the newly created Black Watch / Part 4 positions Advisor and Senior Advisor Risk Reduction and Community Readiness and Response to Part four of the CEA. An annual salary table will be included in the CEA in Part Four reflecting the applicable annual rates contained in Appendix One.
- 24. In addition, the parties have agreed to update clause 1.1.5 of the CEA as follows:

1.1.5 It is agreed that all roles covered by the CEA expiring 30/06/21, as at the date of its expiry, and as customarily covered by this collective agreement, shall continue to have coverage for the term of the CEA commencing 01/07/21. This is irrespective of any changes to rank and role and structure arising from organisational change or arising during the term of this agreement. This also recognises that some roles e.g. black watch roles may in future be filled by workers without an operational background, but nevertheless have coverage.

Proposed changes to Part 1 terms and conditions applicable to all PFU members covered by the PFU CEA

Parental leave

25. The parties have agreed to update the current Parental leave provisions in clause 1.4 of the CEA to

- use terminology consistent with the legislation and
- clarify the application of the 30 days payment on return from parental leave 1.4.2.3
- to provide for the payment of average earnings for pregnant firefighters under taking light duties where previously ordinary pay applied 1.4.5
- to increase the number of days off provided as special paid leave available on birth or adoption of a child (clause 1.4.15), to provide a "full set off" for coloured watch, or 5 days off for black watch, meaning everyone is entitled to receive a clear paid week off in these circumstances. This translates to an increase in paid leave of one additional shift for operational coloured watch staff and two additional days for Black Watch

PARENTAL LEAVE:

Adoption Leave

1.4.1 Adoption Leave as special leave without pay may be granted to employees on the same basis and under the same conditions as applying to Parental Leave (Clause 1.4.2) in respect of legal adoption of a child who is not more than five years of age.

1.4.1.1 Documentary evidence of an approved adoption is required.

1.4.1.2 Re-entry rights are protected.

Parental Leave

1.4.2 Parental Leave as special leave without pay shall be granted to a pregnant female worker, or the partner of a pregnant female worker where they have transferred their entitlement to parental leave under the Parental Leave and Employment Protection Act 1987. It is not to be granted as sick leave on pay. An application for leave under this heading must be supported by a medical certificate.

1.4.2.1 Leave of up to twelve months is to be granted to workers with at least one year's service at the time of commencing leave.

1.4.2.2 For those with less than one year's service, parental leave up to six months is to be granted.

1.4.2.3 Where a worker returns to duty before the expiration of twelve months' leave without pay and completes a further six months' service, they qualify for a payment equivalent to thirty working days on pay (calculated at the rate payable for the thirty working days immediately following the cessation of duty). For coloured watch workers it is equivalent to 8.5 weeks pay, for yellow watch workers it is equivalent to 7.5 weeks pay, and for black watch workers it is equivalent to 6 weeks pay.

1.4.2.4 This payment is superable.

1.4.2.5 Re-entry rights are protected.

SUPPORTING PARTNER/PATERNITY LEAVE

1.4.3 At the time of any confinement, workers may be granted up to 14 days' special leave without pay as partners leave. There will be no requirement for workers to take any annual leave due to them before proceeding on partners leave. Workers are permitted to continue to use their extended leave if they prefer, rather than avail themselves of the partners leave provisions.

- 1.4.4 Except as provided for in Clauses 1.4.1 to 1.4.3 of this Agreement, the provisions of the Parental Leave and Employment Protection Act 1987 shall apply.

LIGHT DUTIES DURING PREGNANCY

- 1.4.5 Where a pregnant worker covered by this agreement moves onto light duties as a result of their pregnancy, their pay will be calculated so as to reflect their average weekly earnings including overtime, over the 12 month period prior to the transition to light duties. In the event that a worker's averaged earnings are lesser than the base wages for their position, the base wage calculation shall prevail.

SPECIAL PAID LEAVE ON THE BIRTH OR ADOPTION OF A CHILD

- 1.4.15 For workers employed under Parts 2 or 3 of this agreement, four days' special paid leave on ordinary pay are available to a worker whose partner is giving birth to or adopting a child. For workers employed under Part 4 the entitlement is for five days' special paid leave. This includes workers seconded to Part 4 at the time of the birth or adoption of a child.

This is for the purposes of attending to the partner and family needs at the time of the birth or adoption separate from and in addition to other forms of leave available

Secondments

26. The parties have agreed to introduce a new clause dealing with secondments as follows in Part One Clause 26.

Where a secondee is required to undertake the full requirements of a position they are seconded into, and the secondment lasts for at least 2 weeks, they will receive a Higher Duties Allowance that will ensure that their total pay (base salary plus higher duties allowance) is no less than the minimum pay rate applicable to the position they are seconded into, when their secondment commences.

During the secondment, the secondee's Higher Duties Allowance will be adjusted in line with any pay movement that they would have received had they been appointed into the position permanently. This could include:

- Any annual adjustment to the pay band of the secondment position
- Any annual pay progression that applies to the secondment position that the employee would qualify for if they were employed in that position substantively – either contained within the remuneration policy, or within any collective agreement that applies to that position.

During the secondment the employee will not benefit from any pay movement (whether annual adjustments or pay progression) that applies to their substantive position. They will also not benefit from any other remuneration arrangements that are specific to the duties required of their substantive role such as allowances.

When the secondment ends, the Higher Duties Allowance will end and the employee's remuneration for their substantive position shall be reviewed to ensure they are not financially disadvantaged, upon their return to their substantive position, by undertaking the secondment.

This review shall specifically consider:

- Whether annual adjustment to the pay band of the employee's substantive position has occurred during the secondment – and if it has the employee's pay will be adjusted accordingly.
- Whether the employee has qualified for pay progression within their substantive role. If they have qualified for this, it will be applied from the date they return to this position.

The secondee will be entitled to return to their substantive position within their District at the end of their secondment, unless they expressly agree otherwise. In any situation where this is not possible due to the substantive position having been disestablished, the redeployment and/or redundancy provisions of this Agreement will apply.

A written secondment agreement will be in place for any secondment lasting longer than 3 months. The employee is encouraged to seek advice from their union before accepting the terms of any secondment they are offered.

NOTE: the provisions of clause 2.13.1 (relieving in higher positions) and 3.3.10 (relieving in higher positions) do not apply for people on a secondment.

No disadvantage to current ongoing arrangements - No worker shall by reason of the coming into force of this provision receive a lesser benefit than is currently enjoyed under an approved secondment arrangement in place and continuing at the time of ratification of this agreement, and for so long as it continues.

Proposed changes to Part 2 terms and conditions applicable to Firefighters and Officers

Expand Driver 1 rate to additional vehicle classes

27. The parties have agreed to the Expand Driver 1 rate to drivers/operators of additional vehicle types: Command Unit, and ISVs.

Add bullet points to 2.6.5.1

- Command Unit
 - ISV

Relieving workers

28. The parties have agreed to remove clauses 2.3.5.1 and 2.3.5.2 that set out terms and conditions for relieving workers, that have never been implemented but with a no disadvantage clause to apply as follows:

Relieving clauses 2.3.5.1 and 2.3.5.2 CEA 2018 to 2020

No disadvantage to current ongoing arrangements - No worker shall, by reason of the removal of these clauses 2.3.5.1 and 2.3.5.2, receive a lesser benefit than is currently being received under those relieving arrangements, unless otherwise agreed by the worker.

Sick leave (Part Two)

30. The parties have agreed amend the sick leave provisions to reflect changes to the Holidays Act and to consolidate the existing provisions.

PART 2 - CLAUSE 8 -SICK LEAVE

- 2.8.1 Nothing in this clause or Clauses 2.8, 2.9 or 2.10 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 Fire and Emergency New Zealand. Subsequent years of employment shall begin on the anniversary of that date.

ENTITLEMENT

- 2.8.2 A worker shall be entitled to accrue paid sick leave of four weeks for each year of employment. Paid sick leave shall apply where a worker is rendered medically unfit for duty.

Unfit for duty means unfit for rostered duty, except where the worker has unused Qualifying Sick Leave (QSL), which may be used where a worker has been offered and accepted an overtime shift or shifts. Sick leave over and above QSL does not apply to overtime shifts.

Four (4) weeks shall be immediately available upon joining. Four (4) weeks will be added to a worker's accrual at the beginning of each subsequent year of employment.

- 2.8.2.1 Medical certificates may be required in the following circumstances:
- (a) where the worker'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 a worker has already had more than ten 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 sub-clause (c) if

the worker has no remaining **qualifying sick leave** as set out in 2.8.3.4.

2.8.3.2 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

2.8.3.3 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.

2.8.3.4 **Qualifying Sick leave**

If a worker is sick for less than ten 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 ten days and the number of days (which must be less than 10) for which the worker 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

2.8.3 At the expiration of any period of entitlement under these clauses, the Region Manager 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 Fire Region Managers are to supply full details of service, and sick leave taken.

CALCULATION OF SICK LEAVE ACCRUAL AND USAGE

2.8.4 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.

2.8.4.1 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.

2.8.4.2	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.
2.8.4.3	Where a worker has agreed to work an overtime shift and subsequently becomes sick or injured, the worker can claim sick leave in place of said shift up to the extent of their unused QSL balance.
	MEDICAL EXAMINATIONS
2.8.5	When medical examinations are required by the Chief Executive/National Commander they shall be paid for by Fire and Emergency New Zealand.
	LIGHT DUTIES
2.8.6	Where a worker's medical certificate enables that worker to return to work for light duties, such duties shall be decided by the worker's Group Manager in consultation with the Injury Management Unit and the individual concerned; in cases of dissatisfaction with such duties the matter shall be referred to the Region Manager for resolution with representations for and on behalf of the individual by the union.
	CAREGIVING/SICKNESS AT HOME
2.8.7	A worker shall be granted leave on pay, of up to ten days in any leave year, as set out below, as a charge against their sick leave entitlement when a dependent of the worker is sick or injured and the employee is required to provide their care. A dependent is: <ul style="list-style-type: none"> a) The worker's spouse or partner; or b) Any other person who depends on the worker for care.
2.8.7.1	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.
2.8.7.2	Approval is to be given to one worker when both workers in a partnership or marriage are working for FENZ.
2.8.7.3	Nothing in this clause shall prevent the approving Manager using

his/her discretion to grant sick leave to a worker to care for any sick or injured person.

Annual baseline health checks/blood screening

31. The parties have agreed to adopt the following approach to an annual baseline Health Check to be included in PART TWO clause 18 of the CEA

Health Screening Baseline testing

1. All workers will be provided with reimbursement of up to \$250 plus GST per person, to undergo an annual baseline health check and/or blood screening for the early detection of firefighters' occupational illness. Workers may alternatively claim up to \$500 plus GST bi-annually. The cost of the health check/blood screening will be met by FENZ via a reimbursement arrangement up to this amount (this does not preclude payment being made in advance of the cost being incurred by the worker).
2. This is an ongoing arrangement for career firefighters that cannot be changed, removed or replaced without independent expert evidence that the new programme is equally beneficial or better than this arrangement.
3. Unless and until that should occur, firefighters are encouraged to undertake a programme of annual testing consistent with the programme adopted by Christchurch Firefighters including:
 - Cardiac and circulation
 - Respiratory and Breathing
 - Gastrointestinal
 - Genitourinary
 - Sexual function
 - Neurological
 - Visual
 - Ears, nose and throat
 - Musculoskeletal
 - Skin
 - Psychological
 - Sleep habit
 - Weight changes
 - Infections issues
 - Lymphatics and endocrine
 - Comprehensive blood testing

4. The parties agree that, while all Firefighters at all stages of their career can benefit from baseline testing and early detection, the nature of baseline testing is such that the earlier in the career the baseline testing commences, the better. Recruits and Firefighters early in their career are therefore particularly encouraged to adopt this approach early.
5. There shall be total worker-doctor confidentiality. All worker information including medical information will be confidential between the worker and the medical practitioner and will not be disclosed to the employer, unless the worker agrees otherwise in writing. The worker and the medical practitioner are under no obligation to disclose the information to the employer and there shall be no adverse impact for the worker if they chose not to disclose the information.
6. There will be no adverse impact for a worker choosing to participate or choosing not to participate in voluntary screening.

Proposed changes to part 3 terms and conditions applicable to those employed in the Communications Centres

Update position title

32. The parties have agreed to update references to the role Communicator to Dispatcher and amend all references accordingly throughout Part 3 as previously agreed.

Update provision for reimbursement of telephone costs for shift managers

33. The parties have agreed to update the provision for reimbursement of costs for business related calls in clause 3.3.7, from toll call expenses to mobile call expenses.

TELEPHONE/COMMUNICATION SERVICES

3.3.3

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 mobile call expenses and other communication expenses related to the Shift Manager's position will be met by Fire and Emergency New Zealand.

Travelling time

34. The parties have agreed to remove the requirement within clause 3.3.5 for public transport to be unavailable in order for people to be able to claim travel time when travelling to or from an overnight shift on Saturdays, Sundays and public holidays.

TRAVELLING TIME

- 3.3.4 Where an employee is required to commence or finish overtime duty on a Saturday, Sunday or Public Holiday, 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. Travelling time is still claimable in respect of a shift that was time banked rather than paid as overtime.

Hours of work - shifts

35. The parties have agreed to update clause 3.5.1.2 to reflect the current practice that two Communication Centres start and ends shifts at 0600 and 1800, and one Communication Centre starts and ends shifts at 0700 and 1900. Amend clause 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", "Blue" "Red/Brown" or "Blue/Green" watch and works either two day shifts followed by two night shifts, or four day shifts, followed by four days off, as depicted below. A day shift in Central Communications Centre runs from 0700 to 1900 hours and a night shift runs from 1900 to 0700 hours. A day shift in The Northern and Southern Communications Centres run from 0600 to 1800 hours and a night shift runs from 1800 to 0600 hours. Fire and Emergency New Zealand may vary the shift roster for operational or other reasons following consultation with Employees, and providing no less than four (4) weeks' notice [continued unchanged]

Sick leave (Part Three)

36. The parties have agreed to replicate the sick leave provisions reflected in Part 2 of the agreement, in Part 3 of the agreement, to maintain consistency of approach.

Proposed Changes to Part 4 Terms and Conditions applicable to those on Black Watch

Additional Qualification Step

37. The parties have agreed that the operation of the current Additional Qualification step in the Black watch scale will continue as it currently stands. However, the parties will endeavour in good faith to agree criteria to apply to that step, recognising that it may not solely relate to the achievement of external qualifications and may allow for other recognition of competency warranting that recognition. Commitment added to clause 4.2.2 – clause otherwise unchanged

The operation of the Additional Qualification step in the Black watch scale will continue as it currently stands. However, the parties will endeavour in good faith to agree criteria to apply to that step, recognising that it may not solely relate to the achievement of external qualifications and may allow for other recognition of competency warranting that recognition.

Remove allowances to reflect the provisions of the 2019 variation

38. The parties have agreed to remove the following allowances in relation to Black watch staff as previously agreed by variation in 2019.

4.2.4 Qualification bonus (IFE); 4.2.5 BA Filer; 4.2.6 TELARC qualification; 4.2.7 Tradespersons Work.

Clarify that a person cannot be rostered on-call while on annual leave

39. The parties have agreed to clarify in clause 4.3.6 that a person cannot be rostered on call while on annual leave.

4.3.6 [Add as final sentence to clause] A worker cannot be rostered on-call while on annual leave.

Clarify that changes to contractual hours of work must be with the worker's agreement

40. The parties have agreed to amend clause 4.3.2 to clarify that changes to contractual hours of work must be by agreement by adding the words "Only with the agreement..." and reframing the clause. The amended clause would read:

4.3.2 It is recognised that the roles of Training, Fire Risk Management and Volunteer Support Officers must be responsive to the operational needs of the employer and the requirements of volunteers and the public. Only with the agreement of the existing worker, the hours set out above may be varied by the employer on either a temporary or permanent basis, provided that an overall average of 40 hours per week is maintained.

Clarify that call-out payments may be made in circumstances where someone is required to work while on-call but is not physically called back to work

41. The parties have agreed to clarify in clause 4.3.4 that Managers may approve a call-out payment for a person who is required to undertake substantive work while on-call, including where they are not physically required to leave their residence in order to conduct that work.

4.3.4 [add as final sentence to clause] Managers may approve a call-out payment for a worker who is required to undertake substantive work while on-call regardless if they are not physically required to leave their residence in order to conduct that work.

Sick leave (part four)

42. The parties have agreed to increase the provision of sick leave to be used for the purposes of caring for sick or injured dependents, to match the new statutory provision of 10 days total sick leave after 6 months' continuous service.

PART 4 - CLAUSE 8 SICK LEAVE.

4.8.1. General Entitlement

- (a) During the first six months of service with Fire and Emergency New Zealand, the Employee will be entitled to ten (10) 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 dependents, the 10 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 Fire and Emergency New Zealand, an employee who is sick or injured shall be entitled to take sufficient time off work on pay as is necessary to effect 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.

ABSENCE FROM WORK DUE TO SICKNESS OR INJURY TO AN EMPLOYEE

4.8.2 In all cases of absences covered by this schedule, the employee shall, if requested by the Fire and Emergency New Zealand:

- 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 Fire and Emergency New Zealand to assess progress and treatment related to fitness to work. When the Employee consult a medical practitioner in terms of this sub-clause, the Fire and Emergency New Zealand 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).

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 Fire and Emergency

New Zealand, 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.

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.

If the absence is long term in nature the employee shall be entitled to full ordinary pay for a maximum of six months. Fire and Emergency New Zealand may approve a further extension on full pay.

Throughout the period of absence Fire and Emergency 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 and Emergency New Zealand Act 2017 may occur.

SPECIFIC PROVISIONS RELATING TO INJURY

Employees are to report any Fire and Emergency New Zealand work accident and resulting injury to Fire and Emergency New Zealand as soon as possible after the event. They are also to complete the necessary documentation without undue delay.

Where the absence is as a result of a Fire and Emergency New Zealand work injury the employee is to provide the Fire and Emergency New Zealand Injury Management Unit (IMU) and relevant managers (where appropriate) with copies of all relevant documentation.

The provisions of the applicable Injury Prevention, Rehabilitation and Compensation Act 2001 (IPRC Act) or Accident Compensation Act, or any Act passed in

substitution for that Act shall apply.

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.

Employees requiring treatment as a result of an accident or emergency during a period of Fire and Emergency New Zealand duty shall be entitled to free emergency treatment paid for by ACC through nominated registered practitioners, or other health care providers nominated by ACC.

Where absence from work is due to injury arising from a Fire and Emergency New Zealand work accident Fire and Emergency New Zealand 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 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 Fire and Emergency New Zealand.

Administer the claim in terms of the Act and our obligations as an accredited employer under that Act.

Caution

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.

Proposed additional contractual commitments for the term of the new 2022-2024 CEA

Recruitment

43. FENZ agrees that there is an immediate need to increase career firefighter recruitment and commits to undertaking four recruit courses during the 2022/23 financial year.

Psychological support/supervision pilot

44. The parties have agreed to a Psychological support supervision Pilot

1. PSYCHOLOGICAL SUPPORT AND SUPERVISION PILOT

- 1.1.1. The parties agree to a pilot programme of targeted and pro-active psychological support with a view to making the programme available to all career firefighters and dispatchers. The parties agree to start with a pilot on the understanding that a cohort of psychologists will need to be established in sufficient numbers and appropriately located for the programme to be available nationally.
- 1.1.2. The purpose of this programme is a preventative wellness programme aimed at participants who have not had mental health support or treatment in order to open a pathway for mental wellness care rather than mental illness support.
- 1.1.3. The purpose of the pilot is to set up a psychological support/supervision programme where the participants have at least one session with a psychologist annually to promote mental wellness and to break down the stigma of seeking ongoing mental healthcare in recognition of the inherent exposures to trauma. The access to the pilot will be where practicable as the parties recognise it will be dependent on the availability and location of psychologists and willing participants that meet the criteria. The parties will use their best endeavours to achieve the purpose of the pilot.
- 1.1.4. It is an opportunity for the NZPFU members to discuss any issues affecting their wellbeing in a confidential and safe forum with a clinician to be supported in any wellbeing issues or behaviours and the provision of techniques and skills to better manage any impact. The pilot is in addition to, and not a substitute for, access to counselling or clinical psychologists where urgent access to care and support
- 1.1.5. The pilot programme will:

- i. Deliver a structured approach to provide access to a specified number of NZPFU members that ensures quality, continuity of care and clinical safety of the participants;
- ii. Create a safe environment for any psychological session to ensure any response, including any triggering or distressing response, that an individual may experience is managed safely;
- iii. Provide all psychological care under this pilot by clinical psychologists that are appropriately qualified and experienced for emergency service workers;
- iv. Protect the privacy of all those participating. FENZ will only be privy to the names and locations of the participating NZPFU members for administration purposes and will not access or be entitled to any access any personal or medical information discussed or provided to or from the clinical psychologist.
- v. Pilot an approach that is scale-able nationally;
- vi. Ensure access by paying all expenses including travel for the participation.

1.1.6. The pilot will commence in 2023 consistent with the following criteria:

- i. The target participant numbers shall be no less than 200 NZPFU members, to volunteer to participate in the pilot.
- ii. The participating NZPFU member will not have any prior or current psychological or mental health diagnosis or be under the care of a health professional for mental health at the commencement of their participation in the pilot.
- iii. Participation will be on a no-economic loss basis. If the psychologist's appointment is during rostered hours the employee will be released to attend on the basis of no loss of pay. If the appointment is outside of rostered hours the employee will be entitled to claim travel to and from the appointment.
- iv. The participants shall be invited first from the following home stations/workplaces:
 - Manurewa Station
 - Mangere Station
 - Papatoetoe Station
 - Hamilton Station
 - Taupo Station
 - Gisborne Station
 - Invercargill Station
 - Porirua Station
 - Nelson Station
 - Central Coms
- v. If the invitation to voluntary participants at the above home stations or workplaces does not fill all 200 places on the pilot programme, the parties will agree to the additional location/s where the NZPFU members will be

invited to voluntarily participate. The parties will agree the locations of the additional firefighters based on various risk assessments including nature and types of emergency response.

- vi. Each participating psychologist will be required to provide their view of the merits of the programme with any recommendations for change or adaption to assist with the nationalisation of the project. The psychologist is not to provide any information that is attributable or identifiable to any participant. The parties will work on developing appropriate feedback and response protocols for the psychologists and any participant that wishes to find feedback. Any feedback by participants will not be linked to their identity and will be provided on an anonymous basis unless otherwise agreed by the participant.
- vii. The only information FENZ is to receive is the name of the firefighter that attended a psychological session for the purposes of payment of the psychologist.

1.1.7 Any change to this pilot or provision of a mental health programme will be with the agreement of the NZPFU.

Injury claims support

45. FENZ will take reasonable steps, in consultation with the PFU, to improve PFU member's ability to access the support available to them in the event of them suffering any form of injury (work or non-work).

Options that FENZ will consider as part of this work will include:

- Better training and support for managers who are required to provide evidence of exposures on behalf of FENZ in support of an ACC claim
- Centralising this function into a smaller number of roles who have received the necessary training and support to be more effective in this role
- Improving communication with PFU members regarding their Fire and Emergency NZ and ACC support pathways, including through the Welfare Officer and Safety Health and Wellbeing Advisor roles

Clarification of payment arrangements for weekend courses

46. In the Course attendance policy, FENZ will clarify that where a weekend course finishes early, a full day's payment will still be paid to both trainers and career trainees.

Long Notice Retiring Benefit

47. The parties have agreed to adopt an approach to potentially enhance retirement savings for employees approaching retirement by offering a long notice retiring benefit to employees who choose to give "long notice" as detailed below.

LONG NOTICE RETIREMENT BENEFIT

1. A worker eligible for a retiring gratuity, shall, on the giving of long notice of permanent retirement from Fire and Emergency New Zealand, be entitled on their subsequent retirement on the agreed date, to receive a further sum (long notice retirement allowance) separate from and in addition to their gratuity and other monies payable on termination. Long notice of retirement shall be no less than 18 months and no more than 36 months.
2. The further sum (long notice retirement allowance) payable under clause one shall be calculated on the basis of the additional funds that would have accrued, had their retiring gratuity been paid to them on the day Fire and Emergency New Zealand received their long notice, had the funds been paid, at that time, into the "balanced option" of the approved superannuation scheme, Fire Super. In the event of negative returns, the additional sum shall be zero.
3. For the avoidance of doubt, if at the time of permanent retirement the worker is not eligible for a retiring gratuity according to its normal terms and conditions, then they shall not be entitled to the further sum (long notice retirement allowance). Equally, the payment will only be made, should the terms of the allowance be fulfilled, and the genuine permanent retirement occur as agreed at the agreed time. Case by case consideration of unforeseen circumstances requiring earlier retirement, or extension, is not precluded.

NB: at the time of entering into this provision it is the expectation of both parties that there shall be no legal impediment to the proposal, such that it should not go ahead. However, in the event that further due diligence should establish that it is not lawfully or practically achievable, there will be no obligation to proceed further, except that the parties will endeavour in good faith to agree on an alternative proposal of equal value/merit in lieu of this proposal.

Joint Working Parties

48. The Parties have agreed to the following Joint Working Parties

1. Working Parties

1.2 The parties recognise the recommendations of the Graeme Colgan Report regarding the need to address outstanding matters within a working group structure as part of a process to build trust between the parties.

1.3 The parties agree that during the currency of this collective agreement (CA) they will jointly address a number of issues of mutual concern by the establishment, development and operation of subject matter- relevant working groups which will report their recommendations to FENZ and the NZPFU. The subject-matters of these working groups are

(a) Fleet and Equipment

Fleet: Appliances, including the type and number of specialist appliances, in the context of a principles, evidence based-approach to the development of an overarching Red Fleet Strategy (as it relates to career firefighter users), including recommendations regarding fire appliance and specialist appliance numbers, location and staffing.

Equipment: The Equipment Working Group will oversee a review of the Level 2 boot and F10 Helmet (as they relate to career firefighter users) and will participate in the review of suitable options for replacement (if the working group recommends change), once evaluation of the current state is complete. No new boots or helmets will be introduced without first undertaking user trials and other assessment processes using criteria to be recommended by the working group.

(b) Staffing levels

Issues relating to crewing ratios, overtime and deployment of NZPFU members not dealt with in this collective agreement

- (i) In 2018 the parties recorded work underway to jointly consider the adequacy and distribution of front line fire-fighting staff and the associated support required. It was emphasised that this was in the context of likely immediate growth in numbers overall to meet operational needs, rather than reduction or retrenchment.
- (ii) The parties agree that the current staffing ratio is for career firefighters and communication centre dispatchers.
- (iii) The staffing levels working group will be provided with all relevant information and verifiable evidence to ascertain, the appropriate level and location of firefighters and communication centre staff necessary to maintain safe levels of staffing

1.4 There shall be appointed by FENZ and NZPFU jointly, an independent workgroups' coordinator (IWC) or, if no such agreement between the parties can be reached, as shall be appointed on the nomination of the mediator/facilitator engaged by the

parties to assist in the settlement of this collective agreement. Although funded by FENZ, the IWC is to be independent of FENZ and the NZPFU and have appropriate facilitative skills and experience in employment relations.

- 1.5 The members of these working groups will consist of equal numbers of NZPFU representatives (who shall be operational staff whose functions are covered by this collective agreement) and of FENZ management. If these groups are to include other non-NZPFU staff, then this balance is to be achieved by equal staff and management numbers. In addition, the working groups will be able to call upon the advice of such independent experts in the subject-matter field
- 1.6 These working parties have been established as part of negotiations for the benefit of NZPFU members. If the subject-matters of any of the workgroups affect other FENZ personnel, volunteers and/or their unions and associations, those organisations will be consulted at appropriate times and their inputs considered by the workgroups. Any resulting recommendations from the working parties will be subject to wider consultation should FENZ propose to implement those recommendations.
- 1.7 The IWC will meet with the parties to establish the agreed terms of reference and work plan for each of the working groups. It is not intended that the IWC will assist the working groups in the work as undertaken. The workgroups will meet as recommended, and their engagements will be assisted, by the IWC as required by either party.
- 1.8 The reasonable costs of engagement of the IWC, of the engagement of any independent expertise, and of the meetings of these workgroups, will be met by FENZ.
- 1.9 Such reports and recommendations of the workgroups as may be produced during the currency, or at the end of the duration of this collective agreement, shall be considered by the parties in good faith (as defined in s4 of the Employment Relations Act 2000) and shall form the basis of further consultation about changes to FENZ operations affecting NZPFU members including in respect of any collective agreement as successor to this collective agreement.
- 1.10 The establishment and operation of the workgroups as set out above are agreed to be legally enforceable rights and obligations of the parties under this collective agreement. The outcomes of the operations of the workgroups (being their recommendations to the parties) will, although subject to the Act's good faith obligations, not themselves be legally enforceable unless and until they are incorporated into any successor collective agreement or are otherwise agreed by the parties to be so.
- 1.11 The workgroups and the role of the IWC shall cease either by agreement of the parties or upon the expiry of this collective agreement, whichever is the sooner.

1.12 The parties recognise the Graeme Colgan report recommended enforcement of outcomes through a final offer arbitration process. The parties agree to suspend consideration of that recommendation until three months before the expiry of this collective agreement. It is recognised that the position of FENZ on entering into this commitment is that FENZ does not agree to third party final offer arbitration as a means of making decisions on matters between the parties and this clause shall not give rise to any expectation or obligation that it will necessarily change its view

Expenses of PFU in Ministers' Mediation Facilitation Process

49. Fire and Emergency New Zealand will reimburse NZPFU up to \$50,000.00 plus GST in relation to the fees and Expenses they have paid towards the costs of the Ministers' mediation Facilitation Process, billed by Graeme Colgan.

Payment will be made within 14 days of ratification of the collective agreement.

Enforceability of Terms of Settlement

50. The parties have agreed to attach the Final Terms of settlement to the CEA as an additional Schedule.

PART 7 – SCHEDULE ONE – ENFORCEABILITY OF TERMS OF SETTLEMENT

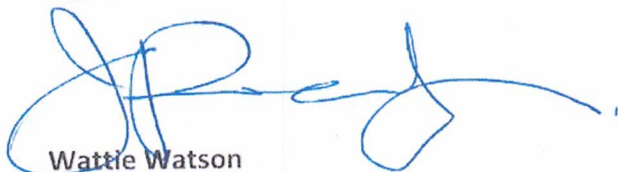
- 7.1 For the avoidance of doubt, clauses 1 to 50 inclusive of the attached terms of settlement to this Agreement are terms of this Agreement and are enforceable as such.

Dated

6th

December 2022

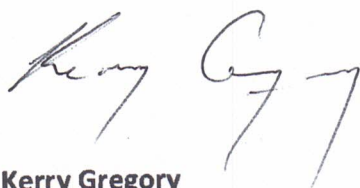
Signed:



Wattie Watson

National Secretary

New Zealand Professional Firefighters Union



Kerry Gregory

Te Tumu Whakarae / Chief Executive

Te Ratonga Ahi Me Nga i Aotearoa

Fire and Emergency New Zealand