2 August 2019

Rhys Jones

Chief Executive

Fire and Emergency NZ

80 The Terrace

Wellington

Dear Rhys

The FECA Association accepts Fire and Emergency NZ’s obligation to put into effect the statutory scheme. However, our position is that the statutory scheme must be implemented with regard to existing commitments made by Fire and Emergency NZ to the Association in the current CEA entered into and documented in the CEA 1 April 2018 and the spirit of that CEA entered into in good faith by both parties.

Fire and Emergency NZ made a commitment when entering into the CEA in Clause 27 (b) to give effect to the outcomes of the joint working group on revised ACL. The Association has noted Fire and Emergency NZ’s position that the ACL document is now overtaken, but we don’t agree its principle has been overtaken. The Association is concerned Fire and Emergency NZ would enter into such a commitment, and a year later appear to resile from its commitment. The ACL principles are sound and the Association expects them to be incorporated into the selection processes, affecting its members and relies on clause 27 (b) of the CEA.

We note that at the same time we are scheduled to meet Monday 5 August 2019, the USD Group is to be reconvened to discuss the criteria to assess individual’s competency to hold either a District, or Group ranked position, and the naming conventions.

Could you tell us how you see ACL being rolled out in the selection process for senior ranks (District/Group) given your commitment in clause 27 (b)? Until we have the matter on ACL (clause 27 (b)) resolved, the Association cannot take part in the USD meeting scheduled for Monday 5August 2019.

**Position Impact Assessments (PIA)**

In regards to the PIA, we are requesting the reasoning behind the proposed changes including the processes used and a full disclosure and copies of all documents that were used to determine all the roles for Tranche 2 that have been identified as having a significant change and therefore have been proposed to be disestablished.

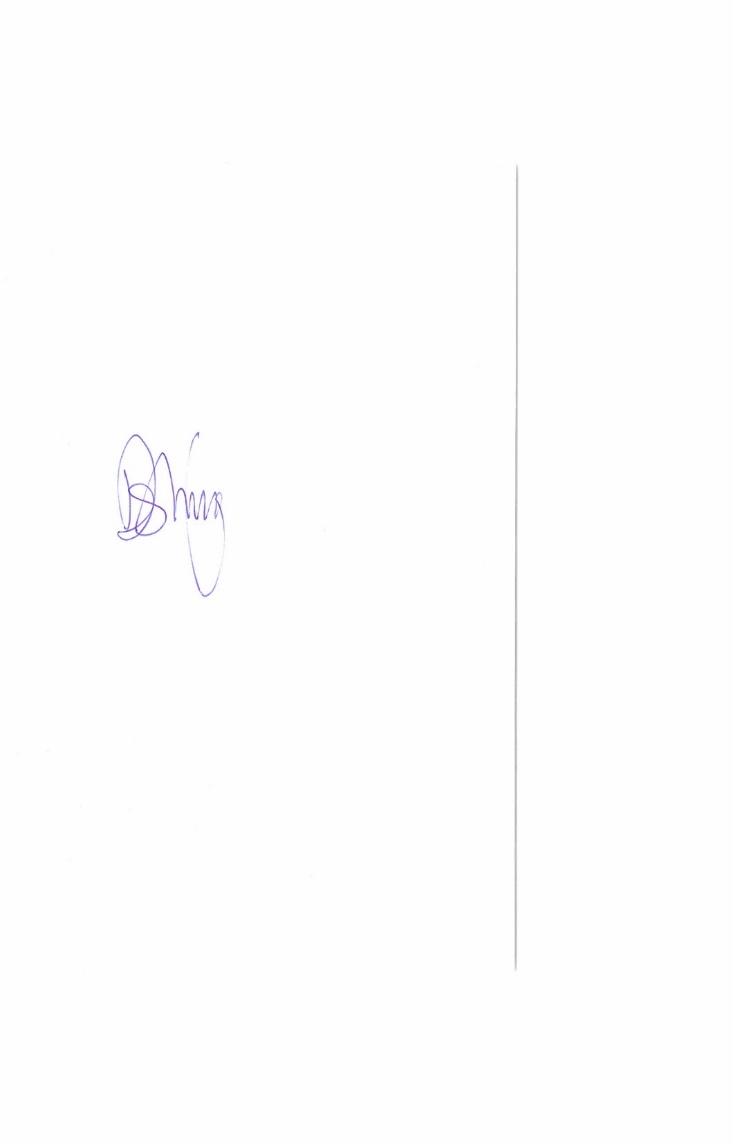
**Clause 25 of CEA**

While we acknowledge Fire and Emergency NZ’s responsibility to consult widely across the organisation, Fire and Emergency NZ has a contractual obligation to consult with The Association in the first instance.

The Association takes a grave exception that you are going to take our terms and conditions within our CEA to the whole organisation without first consulting with us. Our expectation is that you consult with the Association in its own right as per the commitment undertaken by both parties on 1 April 2019, under clause 25 (a), (b).

Despite being described by yourself as a trusted partner agency FECA are not seeing that trust being provided in return through the decisions being made during this process. We request that you address these concerns with urgency.

Yours Sincerely



Des Irving

Secretary, FECA

