



Fire and Emergency New Zealand

And

**The New Zealand Fire and Emergency Commanders Association
(FECA)**

Statement of Understanding

&

Collective Employment Agreement

1 April 2018 to 31 March 2021

STATEMENT OF UNDERSTANDING

Management Commitment and Accountability

The Chief Executive of the Fire and Emergency New Zealand and the NZ Fire and Emergency Commanders Association have entered into this Collective Employment Agreement on the basis that it will further and support the roles of Senior Officers covered by this agreement as central to the organisation's management structure and in recognition of the important contribution the Association as a professional association can make to the fire, rescue and emergency management sector within New Zealand.

Both parties recognise that through their management and operational responsibility for Areas and functional roles Senior Officers have the capacity to profoundly influence frontline staff, and through them, the achievement of the organisation's mission. Fire and Emergency New Zealand places major importance on these positions and holds them accountable for actively supporting the introduction of contemporary management practices into Fire and Emergency New Zealand.

The NZ Fire and Emergency Commanders Association, while having a primary obligation to represent its members' interests, records its commitment to:

- As a professional Association, act as a forum and agent for the improvement and development of their member's management and operational capabilities; and
- Promote and support Fire and Emergency New Zealand's initiatives to achieve excellence in all that the organisation does.

Fire and Emergency New Zealand records its commitment to:

- Provide regular opportunities for the Association and its members to be involved in and lead change within Fire and Emergency New Zealand; and
- Openly communicate with the Association and its members over all matters that may affect them.

Recognition

The parties have agreed to recognise the strategic value of the relationship between FENZ and FECA through the establishment of a scholarship fund of \$30,000 per annum for the term of the agreement, to be used by FECA members for advancement and education. Applications for the use of the funding will be considered by a panel comprising the Director People and Capability, and one of the Directors direct reports, the President of FECA, Secretary of FECA, and one Committee member. The fund will not be used for purposes otherwise provided for through the usual learning and development channels, which shall remain available in the normal course.

Terms of Settlement

The offer for settlement dated 20 August 2018 is published with this document as Schedule 4 to record the commitments made therein. The parties agree that commitments made in the offer for settlement, shall continue to have effect for the term of the collective agreement once signed.

Signed  Dated 24/9/18
(D Irving – Secretary, the New Zealand Fire and Emergency Commanders Association)

Signed  Dated 28/9/18
(R Jones - Chief Executive, Fire and Emergency New Zealand)

FIRE AND EMERGENCY NEW ZEALAND
SENIOR OFFICERS'
COLLECTIVE EMPLOYMENT AGREEMENT

1 PARTIES

This Collective Employment Agreement (the 'agreement') is made under Part 5 of the Employment Relations Act 2000 and is between:

- (a) The New Zealand Fire and Emergency Commanders Association (the 'Association'); and
- (b) Fire and Emergency New Zealand

2 DEFINITIONS

"Employee" - means an employee of Fire and Emergency New Zealand who is covered by this agreement.

"Senior Officer" – means an employee of Fire and Emergency New Zealand who holds any rank above that of Senior Station Officer and below that of Assistant National Commander within Fire and Emergency New Zealand's rank structure as defined in Fire and Emergency New Zealand's policies and operational instructions, which may be updated by the Employer from time to time.

3 COVERAGE

This agreement covers those uniformed employees of the Fire and Emergency New Zealand who:

- (a) are members of the Association; and
- (b) hold any rank above that of Senior Station Officer and below that of Assistant National Commander within Fire and Emergency New Zealand's rank structure as defined in the Fire and Emergency New Zealand's policies and operational instructions, which may be updated by the Employer from time to time.

4 HOURS OF WORK

- (a) Senior Officers are expected to work the hours reasonably necessary to fulfil the requirements of their role, and have a reasonable degree of freedom to determine the way in which this is achieved, provided the operational needs and efficiency of Fire and Emergency New Zealand and general administration is not impaired, and the requirements of the role are fulfilled. .
- (b) Due to the senior nature of the roles covered by this agreement, flexibility in applying hours of work is appropriate. Senior Officers are responsible for managing their own time to ensure that the requirements of the Fire and Emergency New Zealand Fatigue Management Policy POLHR6.10 are met and appropriate work life balance is achieved.

- (c) Notwithstanding Clause 23 of this Agreement, where specific hours of work are required by the Employer to meet the operational and management needs of Fire and Emergency New Zealand, these will be specified in an individual's appointment letter, or in an individual variation to this agreement agreed between Fire and Emergency New Zealand and the individual employee.
- (d) There will be a requirement to attend callouts to emergency incidents and other events at which they will represent Fire and Emergency New Zealand that fall outside of normal working hours. Executive Senior Officers may be required to be on call in accordance with an availability roster. These requirements are recognised within the conditions of employment and the remuneration prescribed in this agreement
- (e) When an employee is required to be on call outside normal working hours, the scheduling of on call availability will be equally apportioned by a roster to be determined by mutual arrangement among the Senior Officers. Senior Officers will have reasonable freedom of movement when available on call.
- (f) Fire and Emergency New Zealand agrees that a one on two off roster with clearly understood parameters of Executive On Call, is an ideal to work towards, but is not practical in all Areas. Fire and Emergency New Zealand will continue to work with FECA to find practical solutions and establish more clearly defined parameters.
- (g) Non Geographically-based Senior Officers with an ACL3 who participate in the on call roster i.e. who are designated on call – we be paid a super-able allowance of (5.4%) of the market rate.
- (h) Geographically-based Senior Officers in locations where they are on call for more than 18 weeks in any 12 month rolling period, will be paid a super-able allowance of 5% of the market rate. If less than one week is spent on call, it will still count as a week for this provision, provided three consecutive days and nights are included as a minimum. The parties will agree on how best to track/monitor this to give effect to the intent and meaning.

5 OTHER BUSINESS ACTIVITIES

- (a) The employee's position carries a degree of responsibility and it is critical that the employee is alert at work and able to devote his or her full time and energies to the position.
- (b) Furthermore, by holding a management role, the employee must be mindful of avoiding the appearance of conflicts of interest.
- (c) For these reasons the employee is only permitted to engage in other business activities or take on secondary employment where there is unlikely to be any conflicts of interest between the other business activities or secondary employment and the employee's position with Fire and Emergency New Zealand.
- (d) Fire and Emergency New Zealand reserves the right to terminate the employee's employment on notice if it believes that the employee's secondary employment is interfering with his or her performance or ability to carry out the employee's duties under this agreement.

6 REMUNERATION AND PERFORMANCE REVIEW

- (a) The establishment and review of remuneration ranges for positions covered by this agreement will be determined by application of the Fire and Emergency New Zealand Fire Remuneration Policy. The Society will be consulted on any proposed changes to this policy, and any proposed changes that materially affect the remuneration of the Associations members must be agreed between the parties.

- (b) Fire and Emergency New Zealand and the Association will meet annually in June to review the total remuneration ranges set out in this agreement (Schedule 2). The most contemporary data will be made available. Fire and Emergency New Zealand will consult the Association over proposed changes to these remuneration ranges and take into consideration savings achieved through implementing structural changes.
- (c) The parties recognise the importance of maintaining and potentially widening the relativity gap between the roles covered by this agreement, and others with lesser accountability and responsibility, as reflected in the grading for the roles. Relativity will be taken into account when considering the overall market movement and other remunerative matters for Senior Officers and other relevant groups such as SO and SSO.
- (d) Fire and Emergency New Zealand will also consult the Association over setting the overall budget available to review individual remuneration.
- (e) Movement through the remuneration range applicable to an employee's position will occur by way of an annual performance and remuneration review process.
- (f) The range for each role will comprise three steps:

Step One - Appointment Step - 95%. Appointments may be approved beyond that level to a higher step subject to FRM approval based on demonstrated skills and experience.

Step Two - Progression Step - 97.5%

Step Three - Market Rate - 100%

Progression on the anniversary of substantive appointment to the role will be based on attestation by the responsible manager to whom the role reports as to the role holder meeting requirements for the role (AR achieves requirements).

Achievement beyond that level (ER exceeds requirements and SER significantly exceeds requirements) may be considered in the context of special cases for accelerated progression and in the context of remuneration beyond 100%.

Progression will be based on the anniversary of appointment, but recognising that the market rate will be reviewed effective each 1 July, and the position in the range reflected by the step will be retained – i.e. market movement will occur for the step and be passed on to employees at the step they are on.

The operation of the scale above 100% is subject to the remuneration policy. For positions above 100% Market Rate, continued performance ratings of ER or SER would be necessary to remain above market rate. A person above 100% Market Rate performing at AR may fall back in relative terms towards market rate at 100% but not below it.

- (g) Area Managers and Assistant Area Managers shall receive an allowance over and above base salary to recognise the significant level of additional hours and out of hours- work and responsibilities attributed to such roles.

The allowance will be based on 10.4% of the market rate for the role, regardless of the position in the range of the individual, and will be super-able.

Staff acting into these substantive roles will be eligible for this allowance as part of their HDA where applicable, provided they are acting in the role for two weeks or more.

Staff in these substantive AM or AAM roles will cease to be eligible for the allowance if moving into other roles.

7 SUPERANNUATION

- (a) The employee is entitled to participate in the New Zealand Fire Service Superannuation Fund.
- (b) The Employers annual contribution to the employee's superannuation up to six percent (as calculated on the employee's base salary and set out in the Fire and Emergency New Zealand Remuneration Package Calculator) will be a benefit in addition to base salary paid. It will not be tradeable for base salary and as such will not form part of the calculation for position in range.

8 RELIEVING AND HIGHER DUTIES

- (a) When a senior officer is absent for a period in excess of two weeks, Fire and Emergency New Zealand will make every attempt to arrange for an acting appointment to cover the entire period of the absence. It is accepted that individuals may be required to relieve in a more senior position without the payment of a higher duties allowance, provided that this is for periods of annual leave or other absence that are of a short term nature.
- (b) When an employee is required to relieve in a more senior position for a period exceeding two weeks, a higher duties allowance shall be paid for the entire relieving period. The higher duties allowance shall be superable and shall be determined based on the Fire and Emergency New Zealand Remuneration Policy.

9 MOTOR VEHICLE

- (a) Because of the nature of certain positions, some employees will be provided with a motor vehicle that is suitable for the operational and businesses requirements of their roles.
- (b) Where an employee has an emergency response role, and has been provided with a motor vehicle for that role, the employee may elect to use that vehicle for his or her own private use, in accordance with Schedule 3. In such cases, the employee will be required to pay a contribution for that private usage. This will be deducted from the employee's remuneration package by way of a salary sacrifice. The current salary sacrifice is as set out in Schedule 3 and as provided to each employee in their Remuneration Package Calculator.
- (c) The conditions attached to the use of a vehicle are set out in the Fire and Emergency New Zealand Motor Vehicle policy and the employee must comply with that policy which may be updated by Fire and Emergency New Zealand from time to time.
- (d) Fire and Emergency New Zealand agrees to consult the Association before making any substantial changes to the Fire and Emergency New Zealand Motor Vehicle policy or the type of vehicle provided.
- (e) Area Managers may select either of the motor vehicle packages detailed in Schedule 3, provided the package is selected in its entirety.

11 ANNUAL LEAVE

- (a) Employees with less than five years' service with Fire and Emergency New Zealand will be entitled to four weeks' annual leave with pay per annum.
- (b) Employees who have completed five or more years' service with Fire and Emergency New Zealand will be entitled to five weeks' annual leave with pay per annum.
- (c) It is the policy of Fire and Emergency New Zealand that this leave is taken, whenever possible, in the year in which it falls due. Exceptions may be made to this by mutual agreement but leave is not to be routinely accumulated.
- (d) The times at which leave will be taken or accumulated will be determined by mutual agreement between the parties.

12 PUBLIC HOLIDAYS

- (a) The availability roster for emergency response includes coverage for those days listed in the Holidays Act 2003 as public holidays (or the dates upon which these holidays are observed). Specifically, these are:
 - (i) New Years' Day;
 - (ii) The day after New Years' Day;
 - (iii) Waitangi Day;
 - (iv) Good Friday;
 - (v) Easter Monday;
 - (vi) ANZAC Day;
 - (vii) The Birth of the Reigning Sovereign;
 - (viii) Labour Day;
 - (ix) Christmas Day;
 - (x) Boxing Day;
 - (xi) The Anniversary Day of the Province in which the employee's usual Fire District is located.
- (b) When an employee is formally rostered on call for a public holiday, the employee is expected to limit personal movements and activities to ensure availability and readiness for immediate emergency responses.
- (c) Employees rostered on call for these occasions are entitled to an alternative holiday (day in lieu). Rosters that cover a public holiday shall be adjusted, if necessary, to ensure the same employee is rostered for the full 24 hours of the public holiday. Public holidays should be equally apportioned among the employees covered by the roster.
- (d) When Command & Control requirements for any incident or civil emergency necessitates directing employees who are not listed on the roster to respond, employees who are expressly required to respond under such direction are entitled to an alternative holiday.
- (e) Alternative holidays are to be taken within one year of entitlement.
- (f) If the Employee is required by the Employer to attend work on a public holiday, in addition to the alternative holiday referred to in this clause, the Employee shall be provided, in accordance with the Holidays Act 2003 with 0.5 of their hourly rate extra for each hour worked and travel time incurred.

The hourly rate shall be determined on the basis of the employee's base salary divided by 2080. If required to attend work, the employee shall be paid a minimum payment of three hours.

- (g) Nothing in this clause shall be applied to any employee who, through personal preference or convenience, chooses to be available to respond to an incident or who attends without direction.

13 SICK/DOMESTIC/BEREAVEMENT LEAVE

- (a) Whenever the employee is sick or injured by accident, the Wellness Policy attached as Schedule 1 shall apply.
- (b) Reasonable special leave is available on full pay for sickness at home, bereavement or other purposes other than annual leave, subject to prior consultation with Fire and Emergency New Zealand.
- (c) Bereavement leave enables the employee to meet their obligations to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or other close association because of particular cultural requirements.

14 LONG SERVICE LEAVE/ GRATUITIY

- (a) The employee is eligible for twenty-eight consecutive days long service leave at the completion of 20 years' continuous service with Fire and Emergency New Zealand.
- (b) This leave must be taken within five years of the entitlement falling due. Fire and Emergency New Zealand and the employee will agree a mutually acceptable time for the employee to take this leave.
- (c) Each employee will receive a personalised letter from the employer setting out the commencement of their service for the purposes of calculating long service leave and the payment of a Gratuity as provided under section 55 of the Fire Service Act 1975.

15 HEALTH AND SAFETY

- (a) Fire and Emergency New Zealand acknowledges that it has an obligation to establish and maintain a safe and healthy workplace.
- (b) As a senior operational Officer, the employee agrees:
 - (i) To ensure knowledge of the Health & Safety National Policy and abide by and actively promote its principles
 - (ii) To ensure that a safe and health working environment is maintained for colleagues and visitors on site with particular emphasis on ensuring that all identified hazards are controlled, accidents and near miss incidents are managed and employees are trained or supervised
 - (iii) To monitor the completion of all Occupational Health & Safety records and documentation for staff training, accidents, near misses, accident investigations, hazard management and health and safety goals and objectives
 - (iv) To manage any rehabilitation of employees and agree to participate in own rehabilitation should an injury be sustained
- (c) The employee also acknowledges that he or she has a critical role in achieving a safe workplace by complying with all lawful instructions, operating equipment in a safe manner, reporting all accidents and injuries and taking an active part in programmes aimed at improving health and safety, including where appropriate, rehabilitation programmes.

CONFIDENTIALITY

- (a) The employee is required to keep all information acquired by whatever means in the course of employment with Fire and Emergency New Zealand confidential, where such information was, is, or should have been subject to an obligation of confidentiality.
- (b) The employee is not to release any such information without the consent of Fire and Emergency New Zealand. This clause continues to apply following termination of employment for whatever reason without limit of time.
- (c) Nothing in this clause shall apply to information that is required to be disclosed pursuant to any enactment.

PATENTS AND TRADEMARKS

- (a) All work produced by the employee in the performance of the duties under this agreement shall be the property of the Fire and Emergency New Zealand and Fire and Emergency New Zealand shall be entitled to any Copyright or merchandising rights in, or arising from such work.

TERMINATION OF EMPLOYMENT

- (a) Employment may be terminated by either Fire and Emergency New Zealand or the employee giving the other party to the employment relationship one-months' notice in writing to that effect.
- (b) If Fire and Emergency New Zealand does not require the employee to work out any period of notice, Fire and Emergency New Zealand shall be entitled to make payment in lieu of notice. In the event that Fire and Emergency New Zealand elects to pay a salary in lieu of notice in any situation, the employee's employment is deemed to have terminated on the last day of actual work.
- (c) Nothing in this agreement shall affect Fire and Emergency New Zealand's right to dismiss the employee without notice for serious misconduct or other cause justifying summary dismissal. Serious misconduct includes (but is not limited to):
 - (i) dishonesty such as theft, fraud, or falsification of time sheets or records;
 - (ii) abuse of e-mail and internet privileges including downloading or distributing of pornography or other inappropriate material;
 - (iii) being under the influence of alcohol or drugs in the workplace. This includes being under the influence of alcohol or drugs while off the premises but on Fire and Emergency New Zealand business including when driving a Fire and Emergency New Zealand vehicle;
 - (iv) fighting in the workplace;
 - (v) intimidation or harassment of other employees of Fire and Emergency New Zealand or their families. This includes intimidation or harassment as a result of a person's terms and conditions of employment or status as either a union or non-union member. It also includes sexual or racial harassment;
 - (vi) breach of confidentiality including leaking information; or
 - (vii) conduct which may bring Fire and Emergency New Zealand into disrepute.
- (d) If the employee is dismissed, including dismissal on notice for poor performance, he or she may, within 60 days after the dismissal or within 60 days after the employee has become aware of the dismissal, whichever is the later, request Fire and Emergency New Zealand to provide a statement

in writing of the reasons for the dismissal. Fire and Emergency New Zealand must, within 14 days after day of which the request is received, provide the statement to the person who made the request.

- (e) The employee must return all property belonging to Fire and Emergency New Zealand on termination of employment. Fire and Emergency New Zealand may make a deduction from the employee's final pay for any item that is not returned. Prior to doing this, Fire and Emergency New Zealand will request that the items be returned.

19 ABANDONMENT OF EMPLOYMENT

- (a) In the event that the employee is absent from work for more than five days without the consent of Fire and Emergency New Zealand, the employee will be deemed to have abandoned his or her employment.
- (b) Both Fire and Emergency New Zealand and the employee will make reasonable efforts to contact each other during this period.

20 RESTRUCTURING

- (a) Fire and Emergency New Zealand may at its discretion, restructure or change the organisational structure or positions within that structure. When such restructuring or change directly affects the position of the employee, the employee will be consulted and have the opportunity to make submissions before proposed changes are finalised.
- (b) Subject to the remainder of this clause if the employee's position is disestablished as a result of restructuring and Fire and Emergency New Zealand is not able to offer an alternative position within Fire and Emergency New Zealand appropriate to the employee's skills and experience, the employee shall receive one month's notice of termination of this agreement or payment in lieu of that notice. This shall be in substitution of and not in addition to, the notice referred to in the termination clause above.
- (c) If the employee's employment is terminated on the grounds of redundancy, Fire and Emergency New Zealand will (except as provided for below) pay to the employee redundancy compensation based on the following formula:
 - (i) Six (6) weeks base salary for the first complete year of service; plus
 - (ii) Two (2) weeks base salary for each completed year of service thereafter;up to a maximum of fifty-two (52) weeks base salary.
- (d) For the purposes of the redundancy payment 'service' means continuous (i.e. unbroken) service with Fire and Emergency New Zealand (and other recognised service, including prior service with the New Zealand Fire Service).
- (e) There is no entitlement to any redundancy payment where Fire and Emergency New Zealand:
 - (i) Transfers the employee to an alternative position with Fire and Emergency New Zealand on substantially the same terms and conditions of employment; and/or

Sells, transfers or leases the business (or part thereof), or area of business within which the employee works, and the employee transfers to the new employer (whether a purchaser, transferee, lessee or otherwise) on substantially the same terms and conditions.

- (a) The Employment Relations Act 2000 sets out a procedure for resolving all employment relationship problems including disputes and personal grievances. The procedures are summarised below.
- (b) A **personal grievance** is a claim against an employer for unjustified dismissal, unjustified disadvantage, discrimination, sexual or racial harassment or being subject to duress by the employer as a result of an employee's membership or non-membership of a union.
- (c) In situations where a claim involves a complaint of discrimination or sexual or racial harassment, the employee can choose either to raise a personal grievance under the Employment Relations Act 2000 or lay a complaint under the Human Rights Act 1993 with the Human Rights Commission. The employee must make an election and cannot use both procedures for the same complaint.
- (d) If the employee believes that he or she has a personal grievance, the employee must raise that grievance either directly or through his or her representative with his or her immediate manager within ninety (90) days of the event giving rise to the grievance occurring. If the grievance concerns the employee's immediate manager, the employee should direct the grievance to that person's manager on a one on one basis. The grievance can be raised either verbally or in writing but wherever possible, should be in writing.
- (e) A **dispute** is defined as any dispute over the interpretation, application or operation of an employment agreement.
- (f) The employee must raise any dispute that arises with his or her immediate manager as soon as practicable after it arises to enable the parties to resolve the dispute as close to the original occurrence as possible.
- (g) Whenever the employee has an employment relationship problem which he or she wishes to raise with the Fire Service (including a personal grievance or dispute) the employee must clearly specify
 - (i) the nature of the problem;
 - (ii) whether he or she requires the Fire Service to do anything about it; and
 - (iii) the solution he or she is seeking.
- (h) The parties will, wherever possible, attempt to resolve the grievance or dispute by discussion amongst themselves in the first instance.
- (i) If this does not resolve the issue, either party may seek the assistance of the Employment Relations Service provided by the Department of Labour. Assistance is normally provided by way of mediation.
- (j) If the parties are unable to resolve the dispute by mediation, either party may apply to the Employment Relations Authority for assistance.
- (k) The Employment Relations Authority may, after conducting an investigation, make a determination in relation to the merits of the problem.
- (l) If either party is dissatisfied with the decision of the Employment Relations Authority, it may elect to have the matter heard by the Employment Court. Such election must be made within 28 days after the date of the Authority's determination.

- (m) An appeal may be brought in relation to a decision of the Employment Court in the Court of Appeal. Such appeals are limited to questions of law only. Any appeal to the Court of Appeal must be lodged within 28 days of the date of the decision of the Employment Court.

22 COMPLETENESS

- (a) This agreement, together with its schedules, constitutes the full and entire agreement between the parties and supersedes all previous negotiations, communications and commitments whether written or oral.
- (b) Any changes or additions to this agreement will need to be mutually agreed and recorded in writing.

23 VARIATION

No waiver or variation to this agreement shall be effective unless it is in writing and is signed by or on behalf of each party.

24 COMPLIANCE WITH POLICY

The employee shall comply with any lawful policy, instruction or regulation issued by Fire and Emergency New Zealand.

25 CONSULTATION WITH THE ASSOCIATION

- (a) Fire and Emergency New Zealand agrees to consult with the Association over any proposed changes that may impact on the terms and conditions of employment of employees covered by this agreement.
- (b) The obligation to consult is not limited to consultation about the consequences of a proposed change but includes consultation whether or not the proposed changes should take place and the reasoning behind the proposed change. Although consultation does not equate to negotiation and full agreement may not always be possible, consultation implies a genuine effort on the part of Fire and Emergency New Zealand to respond to the views of those being consulted, motivated by a desire to reach consensus.
- (c) Nothing in this clause is intended to restrict Fire and Emergency New Zealand's right to manage the organisation.

26 UNION FEES

The employer shall deduct fees and subscriptions from the wages of employees who are members of the New Zealand Fire and Emergency Commanders Association where the employee has authorised the employer to deduct such fees and subscriptions for remittance to the organisation.

27 APPOINTMENT

- (a) Appointments to the position of Area Manager or Assistant Area Manager shall be made having regard to the employee's operational and management capabilities.
- (b) The parties agree that there is a good faith obligation to give effect to the outcomes of the joint work undertaken as a result of the last CEA settlement concerning the revised ACL. On that basis, the parties agree that all current roles that require ACL3 or above (SSO or higher up to ANC) will use the current (as at entering into this agreement) traditional appointment validation process.

- (c) Other appointments (non-ranked) will be made using a process to be developed by co-design with associated agencies within three months of signing this agreement.

28 **TERM OF AGREEMENT**

- (a) The term of this Agreement will be from 1 April 2018 to 31 March 2021 with rates effective from 1 July 2018, and new allowances and changes to treatment for superannuation purposes from the same date.
- (b) The parties agree to commence negotiations for a new Collective Agreement in good faith within the 40-day period immediately prior to 31 March 2021.

29 **PHYSICAL COMPETENCY ASSESSMENT (PCA)**

- (a) Employees covered by this agreement who successfully complete the PCA when required to undertake it in accordance with Fire and Emergency New Zealand policy will receive compensation for successful completion. At the time of signing this agreement the compensation was by way of an annual allowance. This compensation will be reviewed annually and may be varied subject to agreement of the parties.

30 **EXECUTION OF THE AGREEMENT**

Signed  Dated 24/9/18

Des Irving
Secretary
The New Zealand Fire and Emergency Commanders Association

Signed  Dated 28/9/18

Rhys Jones
Chief Executive
Fire and Emergency New Zealand)

Schedule 1 – Wellness Policy

1. Absence from work due to Sickness or Injury to an Employee

- (a) When an employee is absent from work due to sickness or injury the employee shall be entitled to take sufficient time off work on pay as is necessary to effect a recovery from illness and return to work. The following provisions will apply, depending upon whether the absence is due to sickness, work related injury, or non-work related injury.
- (b) In all cases of absence covered by these provisions the employee shall, if requested by Fire and Emergency New Zealand:
 - (i) provide the appropriate medical certificates as detailed in clauses 2 (c), 2 (e) and 3 (b) of this schedule;
 - (ii) consult the occupational health medical practitioner engaged by Fire and Emergency New Zealand to assess progress and treatment related to fitness to work;
 - (iii) agree to the occupational health medical practitioner 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

2. Sickness

- (a) Where the absence is due to sickness this policy applies in place of the provisions of the Holidays Act 2003 relating to special leave.
- (b) 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 Fire and Emergency New Zealand, its employees and their colleagues, and the belief that, if ill, employees should be able to recover from any incapacity without fear of immediate termination of employment or loss of pay.
- (c) An employee who is absent for reasons of ill health for a period of three days or more shall, if so required, supply a medical certificate to the occupational health medical practitioner setting out the nature of the illness and the date by which the employee may be expected to return to duty.
- (d) If the absence is long term in nature the employee shall be entitled to full ordinary pay for six months. Fire and Emergency New Zealand may approve a further extension on full pay.
- (e) Throughout the period of absence Fire and Emergency New Zealand may make periodic checks on the progress of recovery or rehabilitation. If after 3 months' absence a medical certificate indicates that an employee is unlikely to return to normal work within a further 3 months, redeployment will be considered. Employment may be terminated, if the employee is unable to return to work at the six-month point.
- (f) Fire and Emergency New Zealand shall have the right, when the circumstances warrant it, to request the employee to visit a registered medical practitioner nominated by, and at the expense of Fire and Emergency New Zealand

3. Injury

- (a) Employees are to report any Fire Service 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.
- (b) Where the absence is as a result of a Fire Service work injury the employee is to provide the Fire and Emergency New Zealand Claims Management Unit (CMU) and relevant managers (where appropriate) with copies of all relevant documentation.
- (c) The provisions of the Injury Prevention, Rehabilitation and Compensation Act 2001 (IPRC Act), or any Act passed in substitution for that Act shall apply.
- (d) 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 3 (c) through 3 (f) (inclusive) of this schedule shall apply to personnel on non-work accident leave.
- (e) Employees requiring treatment as a result of an accident or emergency during a period of Fire Service duty shall be entitled to free emergency treatment paid for by ACC (or an agent, in the case of the CMU) through nominated registered practitioners, or other health care providers nominated by ACC.
- (f) Where absence from work is due to injury arising from a Fire Service 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 otherwise paid by ACC or the CMU as its agent;
 - (ii) make up the difference between the amount allowed for under the IPRC 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.
 - (iii) Administer the claim in terms of the IPRC Act and our obligations as an accredited employer under that Act.

4. Caution

- (a) 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, will be regarded as having committed serious misconduct and may be dealt with in accordance with Fire and Emergency New Zealand Chief Executive's published standards of conduct, including the possibility of summary dismissal.

Schedule 2: Remuneration Ranges (as at 01/07/18) – (+2.5% on the 2017 rates)

Part 1 - Area Management

	Minimum	Market Rate
Assistant Area Manager	\$114,291	\$120,306
Area Manager Level One (check list)		
Area Manager, Central Lakes	\$133,339	\$140,356
Area Manager, Central-North Otago		
Area Manager, Eastern Waikato		
Area Manager, Manawatu		
Area Manager, Muri Whenua		
Area Manager, North Mid-Canterbury		
Area Manager, South Canterbury		
Area Manager, Tairāwhiti		
Area Manager, Taranaki		
Area Manager, Tasman-Marlborough		
Area Manager, Wanganui		
Area Manager, West Coast		
Area Manager, Whangarei-Kaipara		
Area Manager Level Two		
Area Manager, Auckland City	\$142,864	\$150,383
Area Manager, Bay of Plenty Coast		
Area Manager, Counties-Manukau		
Area Manager, Christchurch Metro		
Area Manager, East Otago		
Area Manager, Hawkes Bay		
Area Manager, Hutt-Wairarapa		
Area Manager, Southland		
Area Manager, Waikato		
Area Manager, Waitemata		
Area Manager, Wellington		

Part 2 - Named Positions

Communications Centre Manager	\$124,710	\$131,274
Manager Firefighter Development	\$114,291	\$120,306
Manager, Fire Investigation & Arson Reduction	\$145,228	\$152,872
Manager, Operational Efficiency & Readiness	\$124,710	\$131,274
National Advisor Fire Risk Management	\$145,228	\$152,872
National Comcens & Medical Response Manager	\$145,228	\$152,872
Operational Capability Manager	\$145,228	\$152,872
Operations Manager (Comcens)	\$87,072	\$91,655
Pou Herenga Maori National Advisor Maori	\$124,710	\$131,274
Principal Advisor Fire Risk Management	\$124,710	\$131,274
Region Training Coordinator	\$87,072	\$91,655

Schedule 3: Motor Vehicles

Eligibility	Maximum Price (Excl GST)	Max Price Plus 15% (Excl GST)	% Charge	Entitled Use	Choice of Colour	Vehicle Classification
Area Managers	\$40,000	\$46,000	25%	Travel to and from work Use outside working hours Use while on holiday including fuel and other running costs	Yes	Private/Business (Choice of motor vehicle allowed)
Assistant Area Managers, other managers and specialist staff that require a vehicle to perform their job or contained within their contract	\$38,000	\$43,700	10%	Travel to and from work Use when on call Business related use Limited private use	Yes	Limited Private Use

*Petrol and diesel powered vehicles cannot exceed 2.5 litres. Vehicles must not have more than four cylinders.

Definitions	<p>Limited Private Use: The motor vehicle will not be available for personal use during holidays when it is assigned to a reliever. If the vehicle is available and used during holidays, there are to be no fuel card transactions during the holiday period. When the vehicle is used on weekends or evenings not on call, there are to be no fuel transactions outside the employee's fire district or the city where the office is based.</p> <p>Private/Business: The employee is entitled to full private usage. The vehicle is available for use while on holidays, including fuel costs and other running expenses. The fuel card may be used during this time.</p>
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Schedule 4:

Terms of Settlement

Collective Agreement Between

Fire and Emergency Commanders Association (FECA) and

Fire and Emergency New Zealand (FENZ)

The following are the terms of settlement in relation to bargaining for the collective agreement between the Fire and Emergency Commanders Association (FECA) and Fire and Emergency New Zealand (FENZ)

The parties have bargained in good faith and reached the following agreements:

- 1 The term of the collective agreement will be from 1 April 2018 to 31 March 2021
- 2 The previous collective agreement between the parties expiring on 31 March 2021 will be amended to reflect the outcome of the bargaining, in accordance with these terms of settlement.
- 3 Prior to ratification, the parties will identify any further editorial amendments to bring the CEA up to date in terms of current roles and references to structures and functions no longer current, and to modernise the wording
- 4 A complete CEA will be taken out for ratification by the parties, incorporating the changes required to give effect to these terms of settlement.

Coverage

- 5 The coverage of the agreement will be updated to reflect the named positions identified between the parties as reflecting current membership of FECA, consistent with the general coverage provision of the agreement. New appointees to roles within coverage will be provided by FENZ with the details of FECA membership.

Recognition of FECA

- 6 The parties have agreed to recognise the strategic value of the relationship between FENZ and FECA through the establishment of a scholarship fund of \$30,000 per annum for the term of the agreement, to be used by FECA members for advancement and education. Applications for the use of the funding will be considered by a panel comprising the Director People and Capability, and one of the Directors direct reports, the President of FECA, Secretary of FECA, and one Committee member. The fund will not be used for purposes otherwise provided for through the usual learning and development channels, which shall remain available in the normal course.

Remuneration

- 7 The parties have agreed to amend the remuneration system in regards all roles covered by the FECA collective to provide for three steps for each range to 100% - those steps being appointment at 95%, 97.5% and 100%. Progression will be based on attestation by the responsible manager to whom the role reports as to the role holder meeting requirements for the role (achieves requirements). Achievement beyond that level (exceeds and significantly exceeds) may be considered in the context of special cases for accelerated progression and in the context of remuneration beyond 100%. Progression will be based on the anniversary of appointment, but recognising that the market rate will be reviewed, effective each 1 July, and the position in the range reflected by the step, will be retained – i.e. market movement will occur for

the step and be passed on to employees at the step they are on. Remuneration above 100% will continue to be subject to the remuneration review matrix that currently applies as per the current collective agreement.

- 8 The current tool for recording performance and development conversations referred to as Success Factors is proposed to be phased out by FENZ and replaced by another system/method - FECA will be consulted and involved.
- 9 The parties recognise the importance of maintaining and potentially widening the relativity gap between the roles covered by this agreement, and others with lesser accountability and responsibility, as reflected in the grading for the roles. Relativity will be taken into account when considering the overall market movement and other remunerative matters for Commanders and other relevant groups such as SSO and SO. This will be written into the CEA.
- 10 Clause 6 (b) of the CEA will be amended to include the words "the most contemporary data is to be made available".
- 11 The parties agree that FECA will be provided with a list of those organisations currently included in the peer group for operational roles and FECA will be included in the review of this group.

New Allowances

- 12 Non-Geographically based commanders with an ACL3 who participate in the on call roster i.e. who are designated on call - will be paid a super-able allowance of 5.4% of the market rate. The current allowance for geographically based commanders based on 10% of the market rate will also be super-able and has been updated to 10.4% reflecting movement since introduced.
- 13 The parties agree on the desirability of ensuring balance between the operational needs of FENZ and the need for rest and recreation of staff. Both parties' intent is to prioritise the safety and wellbeing of staff, over financial incentives for staff, or penalties for the employer, wherever practicable. At the same time, both parties recognise that situations will arise where on call demands extend into a domain where some recognition is warranted, notwithstanding the best endeavours of the parties to maintain that balance.
- 14 The parties have agreed to an allowance for high on call arrangements for geographically based staff in locations where the practicalities are such that the staff member finds themselves on call for more than 18 weeks in any 12 month rolling period. This is notionally based on a one in three schedule, but recognising that the practicalities of that in some locations are challenging. If less than a week is spent on call, it will still count as a week for this provision, provided three consecutive days and nights are included as a minimum. The value of the allowance is 5% of market rate, subject to superannuation. The parties will agree as to how best to monitor/track this to give effect to the intent and meaning.

Superannuation on allowances

- 15 As noted above the current 10% allowance (adjusting now to 10.4%) for regionally based Commanders will have superannuation applied, as will the new 5.4% allowance for non-geographically based commanders who are on call, and the high on call allowance for those where more than 18 weeks are on call in a rolling 12-month year. Higher Duties allowances will also attract superannuation. PCA and penal rates for public holidays will not attract superannuation, nor reimbursements.

Superannuation contributions beyond six per cent (6%)

- 16 The parties recognise that staff who are receiving employer contributions for superannuation beyond 6% under pre-existing arrangements pertaining to old remuneration policy, find the current remuneration

schedule and letters difficult to follow. On that basis, a letter will be sent to each person in this situation, explaining the effect of the higher employer contribution on overall remuneration, so as to support better understanding. The form and content of the letter will be jointly developed.

Motor Vehicles

- 17 The parties have agreed to remove reference to the Motor Vehicle Policy in Schedule 3 and instead to simply update the schedule as required each time the CEA is renewed. The values of the vehicles reflected in the schedule will be reviewed annually with the new CEA to reflect agreed values of \$40,000 for 25% users and \$38,000 for 10% users respectively. The wording regarding entitled use, will remain.
- 18 A fully marked up response vehicle (tool of trade) will be provided for the use of on call ACL3 NHQ and Regional based Commanders. FENZ will also review whether there are other similar needs not being met elsewhere – i.e. It will review the adequacy of the pool fleet on a region by region basis.

Implementation of the Joint ACL Initiative from the 2016/18 CEA

- 19 The parties agree that there is a good faith obligation to give effect to the outcomes of the joint work undertaken as a result of the last CEA settlement concerning the revised ACL. On that basis, the parties agree that all current roles that require ACL3 or above (SSO or Higher up to ANC) will use the current traditional appointment and validation process.
- 20 Other appointments (non-ranked) will be made using a process to be developed by co-design with associated agencies within three months of signing this agreement.

Appointments to “new” Roles

- 21 FENZ will use best endeavours to consult meaningfully and on a timely basis with FECA in a co-design context, over the manner of appointment and validation criteria for new positions within coverage of the agreement.

Change Management during Integration

- 22 FENZ are fully committed to engaging with FECA in relation to the current change process during integration, including issues such as how it will be determined whether roles are contestable or not and what selection and appointment processes will be, where there is a need for a competitive process between affected candidates for roles, and new roles as the case may be. Both parties are aware of, and will take note of, current case law regarding location of new roles compared to existing locations and the impacts on individuals.

Region Management Advisors and Area Management Advisors

- 23 The intent of the RMA role is to encourage development within and beyond the Area Management/Commander Level – on that basis the RMA role will normally be paid no more than the Area Manager/Commander level; and similarly for AMA roles to normally be paid no more than the Assistant Area Manager/Commander level to encourage development within and beyond the Assistant Area Manager/Commander level. Similarly, employees acting up into AM and AAM roles will normally be paid the appropriate rate to reflect the job size according to the appointment.

PCA

- 24 The PCA will be paid to employees acting in higher graded roles at the time the payment is made, at the rate applicable for the seconded role, where that is higher than their substantive role, and provided it is not a short term secondment (3 months or less).

Agreement

- 25 These terms of settlement are signed by the parties to reflect agreement to the terms agreed and commitment to the obligations entered into as per the statements made.

Dated: 20 August 2018

Signed:



Des Irving
Secretary

The New Zealand Fire and Emergency Commanders Association

Signed:

Brendan Nally

Director People and Capability

Fire and Emergency New Zealand

