

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editorial amendments to bring the CEA up to date in terms of current roles and references to structures and functions no longer current, and to modernise the wording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.

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