



Fire and Emergency New Zealand

And

Public Service Association



Collective Employment Agreement

1 September 2022 to 23 March 2025

Table of contents

| | |
|--|----|
| DEFINITIONS AND INTERPRETATIONS | 5 |
| FIRE AND EMERGENCY NEW ZEALAND/PSA RELATIONSHIP | 6 |
| 1. PARTIES TO THE AGREEMENT | 7 |
| 1.1 COVERAGE OF THE AGREEMENT | 7 |
| 1.2 TERM | 8 |
| 1.3 COPY OF AGREEMENT | 8 |
| 1.4 VARIATIONS | 8 |
| 2. CONSULTATION | 8 |
| 3. HOURS OF WORK | 8 |
| 3.1 FATIGUE MANAGEMENT | 9 |
| 3.2 MORNING AND AFTERNOON TEA BREAKS | 9 |
| 3.3 LUNCH BREAK | 9 |
| 4. UNIFORM | 9 |
| 5. EXPENSES | 9 |
| 5.1 ATTENDING INTERVIEW EXPENSES | 10 |
| 5.2 EXPENSES ON APPOINTMENT OR TRANSFER | 10 |
| 5.3 PROFESSIONAL FEES | 10 |
| 6. LEAVE | 10 |
| 6.1 STATUTORY HOLIDAYS | 10 |
| 6.2 ALTERNATIVE HOLIDAYS | 10 |
| 6.3 ANNUAL LEAVE | 11 |
| 6.4 DOMESTIC LEAVE | 11 |
| 6.5 BEREAVEMENT /TANGIHANGA LEAVE | 12 |
| 6.6 EMERGENCY SERVICES LEAVE | 12 |
| 6.7 STUDY LEAVE | 12 |
| 6.8 PARENTAL LEAVE | 12 |
| 6.9 ADDITIONAL LEAVE TYPES | 13 |
| 6.10 LEAVE WITHOUT PAY | 13 |
| 6.10.1 RETURN TO DUTY | 13 |
| 6.10.2 CONDITIONS | 14 |
| 6.11 LONG SERVICE LEAVE | 14 |
| 6.12 RECOGNITION OF PREVIOUS SERVICE | 14 |
| 7. WELLNESS POLICY | 15 |
| 7.1 ABSENCE FROM WORK DUE TO SICKNESS OR INJURY TO AN EMPLOYEE | 15 |
| 7.2 SICKNESS | 15 |
| 7.3 INJURY | 16 |
| 7.4 CAUTION | 16 |
| 7.5 DOMESTIC VIOLENCE / FAMILY VIOLENCE | 17 |
| 8. WORKPLACE HEALTH AND SAFETY | 17 |
| 8.1 PRINCIPLES | 17 |
| 8.2 OBJECTIVES | 18 |
| 8.3 EMPLOYEE PARTICIPATION AGREEMENT | 18 |
| 8.4 PROTECTIVE CLOTHING | 18 |
| 8.5 PHYSICAL FITNESS TRAINING | 18 |
| 8.6 VISION CARE | 18 |

| | | |
|------|---|-------------------------------------|
| 8.7 | FIRST AID | 18 |
| 8.8 | STAFF SUPPORT | 18 |
| 8.9 | WORKPLACE HARASSMENT | 19 |
| 8.10 | HEALTH CHECKS (SPECIFIED POSITIONS) | |
| 9 | UNION MATTERS | 19 |
| 9.1 | RECOGNITION..... | 19 |
| 9.2 | DEDUCTIONS..... | 19 |
| 9.3 | RIGHT OF ENTRY FOR PSA OFFICIALS | 19 |
| 9.4 | UNION INFORMATION | 19 |
| 9.5 | EMPLOYMENT RELATIONS EDUCATION LEAVE | 20 |
| 9.6 | PAID UNION MEETINGS | 20 |
| 10 | REMUNERATION | 20 |
| | POSITIONS & REMUNERATION RANGES WITH EFFECT FROM 1 JULY 2021 | ERROR! BOOKMARK NOT DEFINED. |
| 10.1 | REVIEW OF REMUNERATION POLICY | |
| 10.2 | REMUNERATION POLICY | |
| 10.3 | POSITION AND REMUNERATION RANGES WITH EFFECT FROM 1 JULY 2022 AND 1 JULY 2023 | |
| 10.4 | FORTNIGHTLY PAY..... | 25 |
| 10.5 | OVERTIME | 25 |
| 10.6 | TIME OFF IN LIEU (TOIL)..... | 26 |
| 10.7 | RELIEVING IN HIGHER POSITIONS/HIGHER DUTIES ALLOWANCE | 26 |
| 11 | PERFORMANCE AND DEVELOPMENT (FORMERLY ENABLING PERFORMANCE AGREEMENTS) | 26 |
| 12 | EMPLOYMENT RELATIONSHIP PROBLEMS..... | 27 |
| 12.1 | RESOLVING AN EMPLOYMENT RELATIONSHIP PROBLEM | 27 |
| 12.2 | WHAT IS AN EMPLOYMENT RELATIONSHIP PROBLEM?..... | 27 |
| 12.3 | CLARIFY THE PROBLEM | 27 |
| 12.4 | THE NEXT STEPS | 28 |
| 13 | PERSONAL GRIEVANCES | 28 |
| 13.1 | PERSONAL GRIEVANCES | 28 |
| 14 | DISPUTES PROCEDURE..... | 31 |
| 15 | TERMS OF EMPLOYMENT | 32 |
| 15.1 | SAVINGS..... | 32 |
| 16 | TERMINATION | 32 |
| 17 | DISCIPLINE | 32 |
| 18 | FLEXIBLE WORKING ARRANGEMENTS | 32 |
| 19 | GRATUITY | 33 |
| 20 | ABANDONMENT | 33 |
| 21 | MANAGEMENT OF CHANGE | 33 |
| 21.1 | RESTRUCTURING | 33 |
| 21.2 | REDUNDANCY..... | 33 |
| 21.3 | TECHNICAL REDUNDANCY AND EMPLOYEE PROTECTION | 34 |
| 22 | GENERAL CONDITIONS..... | 34 |

| | | |
|------|--|----|
| 22.1 | VACANCIES | 34 |
| 22.2 | DRIVING LICENCE | 34 |
| 22.3 | USE OF MOTOR VEHICLE | 35 |
| 22.4 | PERSONAL FILES..... | 35 |
| 22.5 | SUPERANNUATION | 35 |
| 23. | SPECIFIC PROVISIONS – EMPLOYEES SUBJECT TO ROSTERING AND CALLOUTS | 35 |
| 23.1 | ROSTERS | 35 |
| 23.2 | REMUNERATION | 36 |
| 23.3 | CALLOUT | 36 |
| 23.4 | MEAL ALLOWANCE | 36 |
| 23.5 | MEAL HOURS LOST | 36 |
| 23.6 | PERSONAL PROTECTIVE CLOTHING..... | 36 |
| 23.7 | PHYSICAL COMPETENCY ASSESSMENT (PCA) (OR EQUIVALENT)..... | 36 |
| 24 | PSA DEVELOPMENT FUND..... | 37 |

Definitions and Interpretations

“Board” means the Board of Fire and Emergency New Zealand established under the Fire and Emergency New Zealand Act 2017.

Chief Executive” Chief Executive of Fire and Emergency New Zealand.

“PSA” New Zealand Public Service Association.

“Employee” means a person employed on a full-time or part-time basis, whether salaried or temporary.

“Day” means the period from midnight to the next succeeding midnight.

“Week” means the seven days commencing midnight Sunday/Monday.

“Duty” means the period of service required to be given during any one period of 24 hours.

“Manager” Means the employee in charge of each Section or Group of other employees, at any work location.

“Usual Station/Office” means the station/office at which an employee has been directed to serve.

“Union” means the New Zealand Public Service Association.

“Employee(s)” shall mean any person employed under the coverage of Agreement clause contained in this Agreement.

“Emergency Incident” means any incident to which employees respond, under the direction of the Chief Fire Officer of that Brigade, or under the direction of the Regional or District Manager or under the direction of any other person appointed by the Chief Executive.

“Ordinary Work” means work during hours that are normally paid at ordinary time rates.

“Unbroken Work” means ordinary work that is separated from the preceding period of ordinary work by less than a nine-hour break.

Fire and Emergency New Zealand/PSA Relationship

1. The relationship is based on our commitment to work to promote the following shared outcomes:
 - A reduction in the incidence and consequence of fires and a professional response to other emergencies.
 - Improvements in the efficiency and effectiveness of the Fire and Emergency New Zealand
 - Co-operative and open relationships, where employees and management needs are better understood and met;
 - A culture of respect, mutual trust and quality communication;
 - Increased collective participation of employees, through the unions, adding value to the work of all parties; and
 - Skilled, valued, challenged and fulfilled employees.
2. The principles that guide the partnership relationship include
 - Honesty and timely sharing of information in good faith;
 - Managers are required to make decisions;
 - All parties have mutual and differing interests, and respect the independence of each organisation; and
 - Partnership behaviours are receptive listening, positive co-operative attitudes, and include using a problem solving approach to address issues with the aim to reach consensus.

1. Parties to the Agreement

The parties to this agreement shall be the

a) Fire and Emergency New Zealand The Employer

And

b) Public Service Association (PSA) The Union

1.1 Coverage of the Agreement

The following shall apply to those Fire and Emergency New Zealand employees whose positions are listed in the list of job titles in the remuneration section of this agreement or who perform work as set out below:

- Supporting volunteer fire brigades;
- Delivering community readiness and risk reduction services;
- Training;
- General administrative duties; and
- Other specialist non-operational functions.

This employment agreement does not cover

- Senior managers/positions at Tier 3 and above (including Executive Assistants reporting directly to these roles but not including other administrative positions that might report directly to these positions).
- Operational Management and Senior Specialist Roles covered by the Fire and Emergency Commanders Association (FECA) CEA
- Operational firefighter and officer roles and Communication Centres' roles covered by parts 2 and 3 of the New Zealand Professional Firefighters Union CEA
- Roles whose primary function is to provide HR or legal advice in relation to the management of staff or the application interpretation or operation of employment agreements

This employment agreement covers fixed-term employees who perform the above work.

Such employees engaged on fixed-term agreements of less than 12 months are entitled to the terms and condition of this agreement except for the following:

- (a) reimbursement of professional development fees in terms of clause 5.3 of this agreement; and
- (b) the Wellness Policy in terms of part 7 of this agreement.

Employees engaged on fixed-term agreements of less than 12 months are entitled to receive up to 10 days per year paid leave in respect of their own and/or their dependant family member's sickness and/or injury. This leave shall be inclusive of and not in addition to the sick leave provided by the Holidays Act 2003.

Employees employed for more than 12 months will be eligible for progression on their anniversary according to the steps in the remuneration policy.

1.2 Term

The term of this agreement will be from 1 September 2022 to 23 March 2025 with adjustment to terms and conditions effective from the date of ratification except for in respect to the 2022 remuneration rates specified at clause 10, which shall be effective from 1 July 2022 in accordance with the remuneration system ..

1.3 Copy of Agreement

A copy of this agreement shall be available on the Fire and Emergency New Zealand intranet.

1.4 Variations

Fire and Emergency New Zealand and PSA may agree to vary the Agreement during the term.

Any such variation must be in writing and signed by the Chief Executive of Fire and Emergency New Zealand and the Secretariat of the PSA on behalf of the majority of members who will be directly affected by the variation. PSA agreement will be through the standard PSA ratification procedure by the members directly affected by the change.

2. Consultation

Fire and Emergency New Zealand agrees to consult with the union over any proposed changes that may impact on the terms and conditions of employment of employees covered by this agreement. This includes any employment related policy change/development.

The obligation to consult is not limited to consultation about the consequences of a proposed change nor limited to numbers only, 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.

Nothing in this clause is intended to restrict Fire and Emergency New Zealand's right to manage the organisation.

In particular, it is agreed that the Employer will consult the Union over any future progression criteria which is developed for Training, Volunteer Support Officer or Fire Risk Management Officer positions.

3. Hours of Work

Employees will generally work an average of forty hours per week at times necessary to fulfil the responsibilities of their role. This may include work in the evenings and on weekends where the nature of the role means that the work is most appropriately performed at these times. The hours of ordinary work required will be made known to the employee as part of the offer and acceptance process, which shall be not inconsistent with the terms of this CEA.

Where it is a requirement of the role that some or all of the work be performed outside of 0700 hours and 1800 hours Monday to Friday, the employee's manager will work with the employee to ensure that their time is managed to maintain an average forty

hour working week. Flexibility of start and finish times and time off for time worked are available to achieve this where necessary, where overtime is not paid.

Where practicable, no worker shall be required to perform unbroken work, as defined in the definitions section of this CEA – i.e. being ordinary work that is separated from the preceding period of ordinary work by less than a nine-hour break. If unbroken work is performed, by approval of the employee's manager, it shall be paid at overtime rates. Time spent off during hours when ordinary work would otherwise be performed solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

3.1 Fatigue Management

Refer to Policy*

POLHR 6.10 – Fatigue Management – 22nd Feb 2012. This can be found on Fire and Emergency New Zealand intranet or through your HR Manager or PSA delegate.

3.2 Morning and Afternoon Tea Breaks

A break of no less than 15 minutes shall be allowed in the morning and afternoon for refreshments which shall be provided free of charge. Refreshments to be provided are tea, coffee, chocolate flavoured drink, sugar and milk.

The parties agree that the provision of tea coffee etc for refreshment may be met in circumstances where employees are travelling to an alternative place of work by the facility to purchase an equivalent refreshment en route, where not otherwise reasonably available through other means at no cost to the employee.

For the avoidance of doubt working at another FENZ facility or attendance at meetings or conferences where refreshment is available, will meet the requirements of this provision.

3.3 Lunch Break

A lunch break of not less than 30 minutes and not more than 1 hour is to be taken between 12 noon and 2pm.

4. Uniform

Fire and Emergency New Zealand has developed the Assignment of Rank and Authorised Command Level (ACL) Policy that defines which roles within the organisation are required to wear a uniform.

Where Fire and Emergency New Zealand requires an employee to wear a uniform, the cost of that uniform will be met by Fire and Emergency New Zealand.

5. Expenses

Refer to Policy

** References in this agreement to specific employer policies do not in any way derogate from the employer's ability to unilaterally alter its policies. The employer's ability to alter its policies is subject to the consultation obligations of this agreement and general employment law.*

Business Expenditure Policy.

This can be found on Fire and Emergency New Zealand intranet or through your HR Manager or PSA delegate.

5.1 Attending Interview Expenses

Where the employee is required to travel for an interview within Fire and Emergency New Zealand to a centre other than the one in which they are residing, they shall be refunded actual and reasonable expenses.

5.2 Expenses on Appointment or Transfer

Refer to Policy

Recruitment and Transfers Policy.

This can be found on Fire and Emergency New Zealand intranet or through your HR Manager or PSA delegate.

5.3 Professional fees

Where an employee is required by the Employer to maintain membership of a professional association, a practicing certificate or certificate of competency, the cost of these will be met by Fire and Emergency New Zealand.

6. Leave

6.1 Statutory Holidays

The following shall be recognised statutory holidays:

- New Year's Day and the day following
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- The Birthday of the Reigning Sovereign
- Labour Day
- Christmas Day
- Boxing Day
- Anniversary Day (except in Christchurch and Hawke's Bay, Show Day shall be held in lieu of Anniversary Day)
- Matariki (from 2022)

6.2 Alternative Holidays

If an Employee is required by the Employer to work on a public holiday which would otherwise be a working day, the Employee is entitled to an alternative holiday as provided for under the Holidays Act 2003.

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.

6.3 Annual Leave

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.

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.

Employees who have an entitlement to more than 25 days discretionary leave (incorporating annual leave, service holidays, or any other form of discretionary leave) as at the date of ratification of this agreement will maintain their current total entitlement. This will be made up of the relevant level of annual leave based on service detailed above, and the remaining balance as a separate, additional leave entitlement. No employee's entitlement to discretionary leave as detailed above will exceed their entitlement as at the date of ratification of this agreement where that entitlement exceeds 25 days.

For example: Employee A has an annual leave entitlement of 23 days per annum, and a service leave entitlement of 4 days per annum, as at the date of ratification of this Agreement. They have 11 years' service with Fire and Emergency New Zealand. Their annual leave entitlement from the date this agreement comes into effect will be five weeks per annum. They will also be entitled to an additional 2 days per annum as a separate leave entitlement, subject to the same rules as Annual Leave regarding use and accumulation.

It is the policy of Fire and Emergency New Zealand that leave detailed in this clause is taken, wherever 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.

- Fire and Emergency New Zealand will normally operate an annual closedown over the Christmas / New Year Period during which employees not otherwise required to meet response requirements may be required to take up to 3 days annual leave. Taking a longer period of leave during this period is encouraged, but will not be required outside of individual circumstances involving excessive accrued annual leave balances.

If an employee does not have sufficient leave to cover the closedown period, leave will be advanced to cover the short-fall, or leave without pay may be taken at the request of the employee.

Notice of an annual closedown will be given no less than three months in advance of the operative dates.

6.4 Domestic Leave

Subject to provision of the Holidays Act 2003, should the employee be required to attend to a member of their household, who through illness becomes dependent upon them, then they shall be entitled to leave of up to 5 days per year with the approval of the Employer. The Employer may require a medical certificate, or other proof of family sickness.

6.5 Bereavement /Tangihanga Leave

The employee shall be granted bereavement/Tangihanga leave without loss of pay 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.

Reasonable travel time is to be allowed.

If bereavement/Tangihanga occurs while the employee is absent on annual leave, sick leave on pay, long service leave (except where this is taken after relinquishment of office) or other special leave on pay, such leave may be interrupted and bereavement/Tangihanga leave granted. This provision will not apply if the employee is on leave without pay.

Subject to the Holidays Act 2003, the length of time off shall be at the discretion of the Employer.

6.6 Emergency Services Leave

Fire and Emergency New Zealand is both committed to, and relies on, volunteerism in support and delivery of its emergency services to New Zealand communities.

Fire and Emergency New Zealand employees who volunteer in emergency management, search and rescue and other emergency type services such as Coast Guard, may be released for emergency response activity, training or exercises, as well as being released in relation to our own Volunteer Fire Brigades.

Such release will be entirely at the discretion of the employees' immediate manager on a case by case basis but giving due consideration to the employee's contribution to their volunteering, without deduction to pay.

In all cases, the employee's role at FENZ in times of emergency takes precedence.

6.7 Study Leave

Refer to Policy

POLHR 6.13 –Tertiary study – 16th June 2004.

This can be found on Fire and Emergency New Zealand intranet or through your HR Manager or PSA delegate.

6.8 Parental Leave

Employees who are pregnant, and/or who are intending to become the primary carer for a child under the age of six, are entitled to take parental leave.

In most cases, primary carers will receive parental leave payments during a period of parental leave.

Parental leave, and parental leave payments can be shared between partners where they are sharing the primary carer role.

Partners of pregnant employees or primary carers are entitled to 5 days paid special leave when their partner gives birth or first becomes a primary carer. They may take additional unpaid leave and/or they may apply to take annual leave in the usual way.

During pregnancy, employees are strongly encouraged to tell their manager they are pregnant as soon as possible so that a risk assessment can be conducted. This is particularly important for employees in operational positions. Where necessary the employee may be placed on light duties for part or all of their pregnancy. During any period of light duties due to pregnancy, the employee will receive the greater of their ordinary weekly pay or their average weekly earnings, taken from immediately prior to their light duties commencing.

Refer to FENZ policy and guidelines for full information on how to apply for parental leave, returning to work following full details of the support available through this period. Information on paid parental leave is also available from the IRD as the administers of the scheme, at <https://www.ird.govt.nz/paid-parental-leave>.

6.9 Additional Leave Types

Refer to Leave Guide.

This can be found on Fire and Emergency New Zealand intranet or through your HR Manager or PSA delegate.

6.10 Leave Without Pay

From time to time, special circumstances may arise where the granting of leave without pay is warranted. Such special circumstances may include:

- Compassionate Leave
- To undertake a course of study
- To broaden occupational experience
- For any other purpose approved by the Chief Executive.

Arrangements for the employee's return to work, specifically whether they will be returning to their current position and the duration of the leave, will be considered and agreed as part of granting an application for leave without pay.

6.10.1 Return to Duty

Placement of an employee after a period of leave without pay cannot be guaranteed, however, placement will not be unreasonably withheld where it is possible to accommodate an employee.

An employee who cannot be placed in employment on return will automatically continue on leave without pay for a further period, the length of which shall be at the discretion of the Chief Executive. During this time the employee will be offered any vacancy that arises at a rank for which the employee is qualified. If the employee does not accept such a vacancy during this period, employment may be terminated by the Chief Executive in accordance with this Agreement.

6.10.2 Conditions

Any annual leave due shall be taken before an employee proceeds on leave without pay.

Whilst on leave without pay, an employee contributing to a superannuation scheme may exercise any option applicable according to the rules of the scheme to which he or she belongs.

The onus shall be on the employee to make satisfactory arrangements in respect of Fire and Emergency New Zealand insurance policies or any other item from which authorised deductions are made.

At the expiration of any leave granted, any employee who has not returned to duty, or secured approval for an extension of that leave, will be treated as absent from duty.

6.11 Long Service Leave

Employees who have 10 years total service, but less than 20 years total service, are entitled, once only, to 14 consecutive days.

Employees who have 20 years total service are entitled, once only, to 14 consecutive days (in addition to those already taken in respect of ten years' service).

All long service leave shall be taken within two years of the employee's entitlement falling due and shall be taken at a time which is approved by the employee's manager.

The entitlements under this provision are not in addition to entitlements relating to 20 years' service already earned prior to the coming into force of this agreement. Staff who have already had their long service leave for 20 years will not have a new additional entitlement under this provision.

6.12 Recognition of Previous Service

The employee may apply to the Chief Executive for recognition of service with the following organisations which have equivalent long service leave provisions:

- State Services
- State Owned Enterprises
- New Zealand Armed Services
- Statutory and Local Bodies
- New Zealand Railways Corporation

Long service leave will not be granted to employees who have already taken long service leave in their previous employment.

Service as a Volunteer Firefighter will not qualify as "service" for the computation of long service leave.

All applications shall be referred to the appropriate Manager for decision.

7. Wellness Policy

7.1 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 affect 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:
- provide the appropriate medical certificates as detailed in clauses 7.2 (c), 7.2 (e) and 7.3 (b);
 - consult the occupational health medical practitioner engaged by the Fire Service to assess progress and treatment related to fitness to work;
 - 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;
 - participate in a rehabilitation programme.

7.2 Sickness

- (a) Sick leave provided by the Holidays Act 2003 is part of and not in addition to sick leave provided under this agreement.
- (b) Subject to clause 7.4 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, the Fire Service 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, in accordance with the Fire and Emergency New Zealand Act 2017, 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.

7.3 Injury

- (a) Employees are to report 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.
- (b) Where the absence is as a result of a Fire and Emergency New Zealand work injury the employee is to provide the Fire Service Injury Management Unit (IMU) and relevant managers (where appropriate) with copies of all relevant documentation.
- (c) The provisions of the Accident Compensation Act 2001 (ACC 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, this section 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 and Emergency New Zealand duty shall be entitled to free emergency treatment paid for by ACC (or an agent, in the case of the IMU) 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 and Emergency New Zealand work accident Fire and Emergency New Zealand shall:
 - make up the balance of pay between full ordinary pay and the 80 % of the compensation otherwise paid by ACC or the IMU as its agent;
 - make up the difference between the amount allowed for under the ACC 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 ACC Act and our obligations as an accredited employer under that Act.

7.4 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, 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.

7.5 Domestic Violence / Family Violence

Domestic Violence leave of up to ten days each year, and short-term flexible working arrangements, are available to employees who qualify under the Employment Relations Act and the Holidays Act.

Domestic violence can be physical, sexual or psychological abuse and proof may be required, but need not necessarily be produced in all instances. Proof, if needed, could include a document issued by the police, a court, a medical professional, a domestic violence support service, counselling professional or lawyer.

Payment for Domestic Violence leave is in accordance with the Holidays Act. This leave is in addition to other forms of leave such as annual leave and sick leave.

Flexible working arrangements under this provision include hours and days of work, location of the place of work and duties at work.

Other Fire and Emergency New Zealand provided support will be available in the normal course including for example through the Injury Management Unit (IMU) and the Employee Assistance Programme (EAP) where relevant, either directly or through PSA.

Privacy and confidentiality of the request/response and any measures implemented will be maintained as far as reasonably practicable. This leave will be recorded separately from the employees main file and held secure to only those who need to know to give effect to the request.

Both IMU and the Behaviour and Conduct Office (BCO) will be available as confidential channels as a first contact should the employee not wish to invoke other normal channels for support, such as through Human Resources (HR), Welfare, or their Manager, in the first instance. The Women in Fire and Emergency New Zealand (WFENZ) Network is also a potential first contact for support.

In order to facilitate leave and support, the employees' immediate manager will however need to receive and consider the request in order to facilitate the necessary response.

8. Workplace Health and Safety

8.1 Principles

It is the responsibility of both Fire and Emergency New Zealand and employees to ensure that there is a mutual commitment to the obligations for health and safety in the workplace under the Health and Safety at Work Act 2015, regulations and codes of practice.

All employees, including managers, will observe the Fire and Emergency New Zealand health and safety policies and practices in the workplace.

8.2 Objectives

To identify and control hazards in order to eliminate or minimise incidents that could result in personal injury or occupational illness.

To this end:

- Fire and Emergency New Zealand will provide and maintain a healthy and safe work environment;
- All employees have a personal responsibility to work safely and to avoid injury to themselves, other employees, clients, customers or any other person;
- There is a mutual responsibility for both Fire and Emergency New Zealand and an individual employee to facilitate the individual employee's rehabilitation back into the workplace;
- Ongoing consultation with the PSA and training will be provided in the control of hazards and the implementation of safe work practices;
- Provision will be made for emergency procedures for the workplace; and
- Employees shall report any incidents and any potential or actual hazards arising in the workplace to their manager.

8.3 Employee participation agreement

Fire and Emergency New Zealand and PSA will meet to discuss and agree an employee participation system including provisions for electing health and safety representatives as provided for in the Health and Safety at Work Act 2015 and subsequent amendments. The PSA will be invited to be represented at the National Health and Safety Committee.

8.4 Protective clothing

The employer shall provide personal protection against hazards as appropriate. It is the responsibility of the employee to ensure that this is worn in accordance with instructions.

8.5 Physical Fitness Training

All employees shall be encouraged to partake in physical fitness training outside working hours, utilising on site facilities when provided. This should be done in agreement with local station.

8.6 Vision Care

Refer to Policy - Safety, Health and Wellbeing Policy This can be found on Fire and Emergency New Zealand intranet or through your HR Manager or PSA delegate.

8.7 First Aid

All members of this agreement will be offered First Aid Training.

8.8 Staff Support

Refer to Policy - Safety, Health and Wellbeing Policy This can be found on Fire and Emergency New Zealand intranet or through your HR Manager or PSA delegate.

8.9 Workplace Harassment

Refer to Policy - Standards of Conduct Policy This can be found on Fire and Emergency New Zealand intranet or through your HR Manager or PSA delegate.

8.10 Health checks (specified positions)

Employees employed in specified positions that may be exposed to hazardous substances may arrange to undergo an annual baseline health check and/or blood screening for the early detection of illnesses that could potentially arise from such exposures. Such arrangements will be made directly between the employee and a medical provider of their choice.

Where such an arrangement has been made, FENZ will reimburse the employee up to \$250 plus GST per annum of the cost of the health check/blood screening, following suitable production of proof. This does not preclude payment being made by FENZ in advance of the cost being incurred by the employee.

This reimbursement may alternatively be claimed biennially up to \$500 plus GST per person.

These specified positions are Fire investigators (people permanently appointed to the fire investigator roster) and Live fire trainers.

9 Union Matters

9.1 Recognition

The Fire and Emergency New Zealand agrees to recognise the PSA as the union for the employees covered by this Agreement. In addition Fire and Emergency New Zealand shall recognise the role of PSA delegates nominated by the PSA. The activities of PSA delegates should not normally impact on the Employer's time or resources. Any use of Fire and Emergency New Zealand resources or time requires approval of the delegate's immediate manager on a case by case basis

9.2 Deductions

Fire and Emergency New Zealand undertakes to provide for the continued collection of union subscriptions by automatic deduction from wages/salaries, when authorised in writing by members.

9.3 Right of Entry for PSA Officials

Officials of the PSA are entitled to have access to Fire and Emergency New Zealand workplaces. When entering premises, union representatives must comply with health and safety requirements.

9.4 Union Information

Fire and Emergency New Zealand shall at intervals of not less than 6 months, provide on request from the PSA, a list of all employees for whom PSA subscriptions are being deducted showing name, designation and location.

The PSA shall on request, provide Fire and Emergency New Zealand with a list of PSA delegates.

9.5 Employment Relations Education Leave

PSA members are entitled to Employment Relations Education Leave in accordance with the provisions of the Employment Relations Act 2000.

9.6 Paid Union Meetings

PSA members are entitled to attend, on ordinary pay, at least 2 union meetings each, of a maximum of 2 hours duration in each calendar year. The PSA shall give Fire and Emergency New Zealand at least 14 days' notice of the date and time of any paid union meeting.

The PSA shall make arrangements with Fire and Emergency New Zealand for Fire and Emergency New Zealand operation to continue while the meeting is in progress.

Paid leave to attend meetings only applies to PSA members who actually attend such meetings. Where requested, the PSA shall supply Fire and Emergency New Zealand with a list of names of union members who attended the meeting and the time at which the meeting finished.

10. Remuneration

10.1 Review of remuneration policy

During the term of this 2022 collective agreement, the remuneration policy on which the provisions below are based, will be jointly reviewed by FENZ and the PSA.

This review will include consideration of, but is not limited to:

- Pay progression for those at or above 100% of pay band
- The performance review system and the link to pay progression
- Pay band alignment methodology – relevant internal and external relativities
- Appropriate rates of pay, including which internal and external points of comparison are considered as part of determining appropriate rates of pay, for administrative and co-ordinator positions particularly Business services Co-ordinator Positions.
- The process and mechanism of the annual remuneration rate review.

While this review is underway, the annual remuneration range review described below will be suspended. Instead, pay ranges agreed from 1 July 2022 are set out in the table below at clause 10.3.

As shown in the table, these pay ranges then increase again from 1 July 2023, as follows:

- All pay bands 18 and below will increase by 5% at the 100% / market median rate.
- All pay bands 19 and above will increase by 2.5% at the 100%/market median rate.

Position in range will be maintained for all employees at the implementation of the 1 July 2022 and 1 July 2023 pay band increases, including for those receiving salaries above the 100% / market median rate for their pay band. The maximum annual

progression increase available to any employee during the 2022 and 2023 remuneration years is 2.5%.

All other aspects of the current remuneration policy, as per clause 10.2 below, will continue to apply throughout this review period.

It is anticipated that the review will be complete by 30 June 2024 to enable the new or updated remuneration policy to be effective from 1 July 2024.

In the event that the review is not completed by 30 June 2024 the parties will revert to the system that currently operates.

10.2 Remuneration policy

Refer to Policy - Remuneration Policy. This can be found on Fire and Emergency New Zealand intranet or through your Human Resources Manager or delegate

Fire and Emergency New Zealand and the Union will meet annually to review the remuneration ranges set out below. Fire and Emergency New Zealand will consult the Union over proposed changes to these remuneration ranges.

Fire and Emergency New Zealand will also consult the Union over setting the overall budget available to review individual remuneration.

The remuneration for each individual will be reviewed annually in accordance with the Fire and Emergency New Zealand Remuneration Policy, following a performance review between the employee and their Manager. The remuneration ranges/market rates are reviewed annually with changes effective 1 July.

The matters to be taken into account in reviewing an individual's remuneration and the remuneration ranges/market rate include :

- the performance of the employee;
- the job content of the employee's position;
- internal and external relativities; and
- Fire and Emergency New Zealand's ability to pay.

The employee's performance will be reviewed at least annually.

The remuneration and performance reviews are to be discussed fully with the employee, including all factors taken into consideration.

For the purposes of this CEA, Grade 11 and Grade 12 roles will have two progression steps added over and above the progression steps provided for under the current remuneration policy, at 102.5% of the market rate, and 105% of the market rate.

These two progression steps will be deemed to have been effective from the start of the first pay period following 1 September 2020, with all roles in Grade 11 and 12 receiving a one-off progression step effective from that point, and any subsequent progression occurring as and when due following.

For the avoidance of doubt, this means all staff on steps 1 to 5 of the Grade 11 and Grade 12 scale will advance by 2.5% to the next step. Staff at or above 100%, but less than 102.5% will move to the 102.5% step. Staff at or above 102.5% but below 105% will move to 105%. Pay rises above 105% will operate in the same way as applies under the current policy settings for roles in other grades at or above 100%.

10.3 Position and remuneration ranges with effect from 1 July 2022 and 1 July 2023

| Role | Grade | 1-Jul-22 | | 1-Jul-23 | |
|--------------------------------------|-------|----------|---------|----------|---------|
| | | 90% | 100% | 90% | 100% |
| Advisor Board & Ministerial Services | HG13 | 61,117 | 67,908 | 64,173 | 71,303 |
| | HO15 | | | | |
| Advisor CRR | BW | 93,725 | 104,139 | 98,411 | 109,346 |
| Advisor Content | HG15 | 77,642 | 86,269 | 81,524 | 90,583 |
| Advisor Education Technologies | HG16 | 90,568 | 100,631 | 95,096 | 105,662 |
| Advisor Information Requests | HG15 | 77,642 | 86,269 | 81,524 | 90,583 |
| Advisor Payroll | HG14 | 67,889 | 75,432 | 71,283 | 79,204 |
| Advisor Performance and Monitoring | HG15 | 77,642 | 86,269 | 81,524 | 90,583 |
| Advisor Planning and Reporting | HG16 | 90,568 | 100,631 | 95,096 | 105,662 |
| Advisor Region SHW | HG16 | 90,568 | 100,631 | 95,096 | 105,662 |
| | HO15 | | | | |
| Advisor RR | BW | 93,725 | 104,139 | 98,411 | 109,346 |
| Applications Support Analyst | HI16 | 95,939 | 106,599 | 100,736 | 111,929 |
| Business Analyst | HG16 | 90,568 | 100,631 | 95,096 | 105,662 |
| BSC | HG12 | 55,446 | 61,607 | 58,218 | 64,687 |
| BSC (District) | HG12 | 55,446 | 61,607 | 58,218 | 64,687 |
| BSC (Region) | HG12 | 55,446 | 61,607 | 58,218 | 64,687 |
| Business Services Manager | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| CRR Support | HG14 | 67,889 | 75,432 | 71,283 | 79,204 |
| Complaints Advisor | HG14 | 67,889 | 75,432 | 71,283 | 79,204 |
| Coordinator BCO | HG13 | 61,117 | 67,908 | 64,173 | 71,303 |
| Coordinator NHQ Property Projects | HG16 | 90,568 | 100,631 | 95,096 | 105,662 |
| Coordinator Property Project CRRF | HP15 | 81,089 | 90,098 | 85,143 | 94,603 |
| Coordinator Property Project CRRF | HA16 | 95,512 | 106,125 | 100,288 | 111,431 |
| Coordinator Te Ao Marama | HG13 | 61,117 | 67,908 | 64,173 | 71,303 |
| Depot Manager | HG14 | 67,889 | 75,432 | 71,283 | 79,204 |
| Depot Technician | HG12 | 55,446 | 61,607 | 58,218 | 64,687 |
| Desktop Engineer | HI15 | 81,788 | 90,875 | 85,877 | 95,419 |
| E-Learning Developer | HG15 | 77,642 | 86,269 | 81,524 | 90,583 |
| Engagement Advisor | HG15 | 77,642 | 86,269 | 81,524 | 90,583 |
| Equipment Support Officer | HG15 | 77,642 | 86,269 | 81,524 | 90,583 |
| Financial Accountant | HG16 | 90,568 | 100,631 | 95,096 | 105,662 |
| Fire Engineer | HE16 | 99,818 | 110,909 | 104,809 | 116,455 |

| | | | | | |
|---|------|---------|---------|---------|---------|
| Fire Engineering Coordinator | HG13 | 61,117 | 67,908 | 64,173 | 71,303 |
| Graduate Fire Engineer | HE15 | 85,405 | 94,895 | 89,676 | 99,640 |
| HRIS Reporting Analyst | HG15 | 77,642 | 86,269 | 81,524 | 90,583 |
| Infrastructure Engineer | HI16 | 95,939 | 106,599 | 100,736 | 111,929 |
| Learning Development Advisor | HG15 | 77,642 | 86,269 | 81,524 | 90,583 |
| Legal Counsel | HG19 | 145,169 | 161,299 | 148,798 | 165,332 |
| Legal Executive | HG15 | 77,642 | 86,269 | 81,524 | 90,583 |
| Levy Administrator | HG12 | 55,446 | 61,607 | 58,218 | 64,687 |
| Levy Analyst | HG15 | 77,642 | 86,269 | 81,524 | 90,583 |
| Levy Auditor | HG16 | 90,568 | 100,631 | 95,096 | 105,662 |
| Management Accountant | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| Manager Planning | HG19 | 145,169 | 161,299 | 148,798 | 165,332 |
| Manager Property/Regional Team Lead | HA18 | 132,370 | 147,078 | 138,988 | 154,432 |
| Manager Property/Regional Team Lead | HA18 | 132,370 | 147,078 | 138,988 | 154,432 |
| National Hazardous Substances Advisor | HG18 | 127,800 | 142,000 | 134,190 | 149,100 |
| Network Engineer | HI16 | 95,939 | 106,599 | 100,736 | 111,929 |
| Planning and Intelligence Officer | HG16 | 90,568 | 100,631 | 95,096 | 105,662 |
| Planning and Performance Manager | HG18 | 127,800 | 142,000 | 134,190 | 149,100 |
| Poutakawaenga Maori/Maori Liaison Officer | HG16 | 90,568 | 100,631 | 95,096 | 105,662 |
| Principal Advisor Risk | HG19 | 145,169 | 161,299 | 148,798 | 165,332 |
| Principal Facilitated Resolution Specialist | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| Principal Investigations Specialist | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| Procurement Analyst | HG15 | 77,642 | 86,269 | 81,524 | 90,583 |
| Programme Coordinator | HP15 | 81,089 | 90,098 | 85,143 | 94,603 |
| Project Co-ordinator (Seismic) | HP15 | 81,089 | 90,098 | 85,143 | 94,603 |
| Project Manager | HP17 | 113,805 | 126,450 | 119,496 | 132,773 |
| Project Manager Seismic | HA17 | 111,811 | 124,234 | 117,401 | 130,446 |
| Property Coordinator National Programmes | HA16 | 95,512 | 106,125 | 100,288 | 111,431 |
| Recruitment Administrator | HG12 | 55,446 | 61,607 | 58,218 | 64,687 |
| Region Property Coordinator | HA16 | 95,512 | 106,125 | 100,288 | 111,431 |
| Region Training Co-Ordinator | HO16 | 99,933 | 111,036 | 104,929 | 116,588 |
| Regional Equipment Coordinator | HG16 | 90,568 | 100,631 | 95,096 | 105,662 |
| Regional Telecommunications Specialist | HI16 | 95,939 | 106,599 | 100,736 | 111,929 |
| Snr Adv Vol Leadership Development | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| | HO16 | | | | |
| Snr Advisor CRR | BW | 111,649 | 124,054 | 117,231 | 130,257 |
| Snr Advisor Info Requests | HG16 | 90,568 | 100,631 | 95,096 | 105,662 |
| Snr Advisor Leadership Development | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| Snr Advisor LAC | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| Snr Advisor National Standards and Systems | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| Snr Advisor Payroll | HG15 | 77,642 | 86,269 | 81,524 | 90,583 |
| Snr Advisor Performance and Monitoring | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| Snr Advisor Policy | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |

| | | | | | |
|--|--------------|---------|---------|---------|---------|
| Snr Advisor Research and Evaluation | HG18 HO16 | 127,800 | 142,000 | 134,190 | 149,100 |
| Snr Advisor RR | BW | 111,649 | 124,054 | 117,231 | 130,257 |
| Snr Advisor Vol Attraction Specialist | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| Snr Advisor, Vol Resilience Rural | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| Snr App Support Analyst | HI17 | 112,358 | 124,842 | 117,976 | 131,084 |
| Snr BA | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| Snr BA/Project Manager | HP18 | 131,788 | 146,431 | 138,377 | 153,752 |
| Snr Business Info Analyst | HG18 | 127,800 | 142,000 | 134,190 | 149,100 |
| Snr Comms Advisor | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| Snr Complaints Prac - Investigations | HG16 | 90,568 | 100,631 | 95,096 | 105,662 |
| Snr Data Integration Specialist | HI17 | 112,358 | 124,842 | 117,976 | 131,084 |
| Snr Desktop Engineer | HI16 | 95,939 | 106,599 | 100,736 | 111,929 |
| Snr Finance Officer | HG13 | 61,117 | 67,908 | 64,173 | 71,303 |
| Snr Finance Officer - PCard | HG14 | 67,889 | 75,432 | 71,283 | 79,204 |
| Snr Fire Engineer | HE17 | 113,697 | 126,330 | 119,382 | 132,646 |
| Snr Partnerships Specialist | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| Snr Project Manager | HP18 | 131,788 | 146,431 | 138,377 | 153,752 |
| Snr Specialist Fire Investigator | HO17 | 117,122 | 130,136 | 122,978 | 136,643 |
| Snr Test Analyst | HI17 HO15 | 112,358 | 124,842 | 117,976 | 131,084 |
| Snr Trainer (Incident Management) | BW | 93,725 | 104,139 | 98,411 | 109,346 |
| Service Coordinator LAC | HG14 | 67,889 | 75,432 | 71,283 | 79,204 |
| SNR Complaints Prac - Facilitated Resolution | HG16 | 90,568 | 100,631 | 95,096 | 105,662 |
| Sourcing Specialist | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| Sourcing Specialist | HG15 | 77,642 | 86,269 | 81,524 | 90,583 |
| Spatial Info Analyst | HI16 | 95,939 | 106,599 | 100,736 | 111,929 |
| Team Leader Desktop Support | HI17 | 112,358 | 124,842 | 117,976 | 131,084 |
| Team Leader ICT Applications | HI18 | 130,011 | 144,457 | 136,512 | 151,680 |
| Team Leader Network and Security | HI18 | 130,011 | 144,457 | 136,512 | 151,680 |
| Team Leader Payroll | HG16 | 90,568 | 100,631 | 95,096 | 105,662 |
| Team Leader, Training Quality | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| Technical Writer | HG14 | 67,889 | 75,432 | 71,283 | 79,204 |
| Test Analyst | HI16 | 95,939 | 106,599 | 100,736 | 111,929 |
| Test Manager | HI18 HO14 | 130,011 | 144,457 | 136,512 | 151,680 |
| Trainer | BW | 90,618 | 100,687 | 95,149 | 105,721 |
| Training BSC | HG12 | 55,446 | 61,607 | 58,218 | 64,687 |
| Training Business Services Team Leader | HG15 | 77,642 | 86,269 | 81,524 | 90,583 |
| Training Planning and Performance Advisor | HG16 | 90,568 | 100,631 | 95,096 | 105,662 |
| Treasury and False Alarm Accountant | HG16 | 90,568 | 100,631 | 95,096 | 105,662 |
| USAR Equipment Support Officer | HG14 | 67,889 | 75,432 | 71,283 | 79,204 |
| Vol Learning Advisor | HG17 | 107,062 | 118,958 | 112,415 | 124,906 |
| Vol Recruitment Administrator | HG12 | 55,446 | 61,607 | 58,218 | 64,687 |
| Vol Recruitment Coordinator | HG13 | 61,117 | 67,908 | 64,173 | 71,303 |

| | | | | | |
|---------------------|------|---------|---------|---------|---------|
| | HO14 | | | | |
| Vol Support Officer | BW | 90,618 | 100,687 | 95,149 | 105,721 |
| Wildfire Scientist | HO17 | 117,122 | 130,136 | 122,978 | 136,643 |
| Wildfire Specialist | HO17 | 117,122 | 130,136 | 122,978 | 136,643 |

NB: the Grades and Market are determined under the remuneration policy

These ranges reflect the current PSA members covered by this Agreement and will be updated by the employer from time to time as membership or remuneration changes occur.

Roles Grade 15 and below are eligible for paid overtime. Those not eligible for paid overtime may not claim overtime unless they are doing so in accordance with the on-call / call-out provisions set out at clause 23 of this agreement.

The roles included in this table include all those within coverage of this agreement that are undertaken by PSA members, as at the date of ratification.

10.4 Fortnightly Pay

All remuneration shall be paid fortnightly by direct credit on a pay day which shall not be later than Wednesday.

10.5 Overtime

10.5.1 This clause sets out the overtime provisions that apply to employees employed in positions indicated as eligible to claim paid overtime in the table above at clause 10.3.

10.5.2 These employees may claim overtime pay where they work more than 80 hours in a two week period, with the prior authorisation of, or following a request from, their manager.

10.5.3 Authorised overtime shall be paid at the rate of time and a half (T1.5) of the employee's normal hourly rate. Employees may request equal time off in lieu of an overtime payment if they choose, on a time for time basis.

10.5.4 Any overtime worked on a Sunday or a statutory holiday shall be paid for at double time (T2) rates.

10.5.5 An employee's hourly rate is calculated on the basis of their annual base salary (gross) divided by 2080. In computing overtime, payment shall be made for each one quarter (1/4) hour or part thereof.

10.5.6 All employees rostered on call under clause 23 of this agreement will be entitled to paid overtime, if they are called out, for the duration of the call-out, at the overtime rates detailed above, subject to the provisions of Clause 23.3 - Callout.

10.5.7 Part time employees who are eligible for overtime will receive the rate applicable to ordinary work (time one) for additional hours up to 40 per week, before overtime rates apply, except as provided in clause 10.5.8 for short notice overtime.

10.5.8 All additional hours worked by part time workers who are eligible for overtime, which is approved by their manager less than two weeks in advance (i.e. short notice overtime), will be paid at overtime rates, in respect of all hours in excess of their contracted hours.

10.6 Time off in Lieu (TOIL)

At the employee's request, TOIL may be taken instead of an overtime payment on a time off for time worked basis.

If an employee is not entitled to overtime payments for additional hours worked, or so chooses, they shall be granted time off in lieu. Excess hours are those worked over 8.5 hours per day.

Staff are able to bank a maximum of seven (7) days. These may be used over the Christmas closedown

10.7 Relieving in higher positions/Higher Duties Allowance

When seconded into a position at a higher pay band than the employee's substantive position, they will be paid a higher duties allowance that, when combined with their current salary for their substantive position, ensures they are paid no less than the minimum pay for the seconded position as per the remuneration policy, or the applicable collective agreement if the remuneration policy does not apply to the position they are seconded to.

Employees who receive annual pay progression on their base salary during the term of their secondment, will not have this abated against their higher duties allowance. Where an employee is not eligible for annual pay progression on their base salary, they may receive annual pay progression on their higher duties allowance subject to the pay progression policy requirements that apply to the seconded position. They will only receive annual pay progression on either their base salary, or their higher duties allowance.

Refer to the remuneration policy for further information

11. Performance and Development (formerly Enabling Performance Agreements)

All Employees will participate in the Fire and Emergency New Zealand's performance review process..

12. Employment Relationship Problems

12.1 *Resolving an employment relationship problem*

The services available for resolving an employment relationship problem are set below:

If employment relationships between the employer and the employee are to be as successful as possible, it is important that any problems that may arise are dealt with effectively.

This procedure sets out information on how problems can be raised and worked through.

12.2 *What is an employment relationship problem?*

It can be anything that harms or may harm the employment relationship, other than problems relating to fixing the terms and conditions of employment.

12.3 *Clarify the problem*

If either the employee or the employer feels that there may be a problem in their employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.

The employee might want to discuss a situation with someone else to clarify whether a problem exists, but in doing so should take care to respect the privacy of other employees and managers, and to protect confidential information belonging to the employer. For example, the employee could seek information from:

- Their Union
- friends and family
- the Employment Relations Info-line on 0800 800 863 or on its website at www.ers.dol.govt.nz
- pamphlets/fact sheets from the Employment Relations Service
- a lawyer, a community law centre or an employment relations consultant.
- Discuss the problem with the employer

If the employee or the employer believes that there is a problem, it should be raised as soon as possible.

Personal grievances and disputes should be dealt with at first instance in accordance with subsection Personal Grievances and subsection Disputes.

Provided the employee feels comfortable doing so, the problem should ordinarily be raised with the employee's direct manager. Otherwise, the problem can be raised with another appropriate manager. A meeting will usually then be arranged where the problem can be discussed. The employee should feel free to bring a support person or Union representative with them to the meeting if they wish. The parties will then try to establish the facts of the problem and discuss possible solutions.

12.4 The Next Steps

If the parties are not able to resolve the problem by talking to each other, the employee or the employer or both have a number of options:

- Contact the Employment Relations Infoline, who can provide information and/or refer the parties to mediation;
- Take part in mediation provided by the Employment Relations Service (or the parties can agree to get their own mediator);
- If the parties reach agreement, a mediator provided by the Employment Relations Service can sign the agreed settlement, which will be binding on the parties;
- Agree to have the mediator provided by the ERS decide the problem for the parties, in which case that decision will be binding on the parties;
- If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation;
- The Authority can direct the parties to mediation, or can investigate the problem and issue a determination;
- If one or other of the parties is not happy with the Authority's determination, that party can refer the problem to the Employment Court;
- In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal.

13. Personal Grievances

If the problem is a personal grievance, then the employee must raise it within 90 days of when the facts that give rise to the grievance occur or come to their attention. A personal grievance can only be raised outside this time frame with the agreement of the employer or in exceptional circumstances.

13.1 Personal grievances

- (a) For the purposes of this clause, "personal grievance" means any grievance that the employee may have against the employer because of a claim:
- That the employee has been unjustifiably dismissed; or
 - That the employee's employment, or one or more conditions thereof, is or are affected to the employee's disadvantage by some unjustifiable action by the employer (not being an action deriving solely from the interpretation, application, or operation, or disputed interpretation, application, or operation, of any provision of this Agreement); or
 - That the employee has been discriminated against in the employee's employment; or
 - That the employee has been sexually harassed in the employee's employment; or
 - That the employee has been subject to duress in the employee's employment in relation to membership or non-membership of the employee's organisation.
- (b) For the purpose of this clause, a "representative", in relation to the employer and in relation to an alleged personal grievance, means a person who is the employee; and who either:
- Has authority over the employee alleging the grievance; or
 - Is in a position of authority over employees in the workplace of the employee alleging the grievance.
- (c) For the purposes of Subsection (a) above, the employee is discriminated against in employment if the employer or a representative of the employer –
- Refuses or omits to offer or afford to that employee the same terms of

- employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available for other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances; or
- Dismisses that employee or subjects that employee to any detriment, in circumstances in which other employees employed by that employer on work of that description are not or would not be dismissed or subjected to such detriment; or
 - Retires that employee, or requires or causes that employee to retire or resign by reason of the colour, race, ethnic or national origins, sex, marital status, or religious or ethical belief, or age of that employee or by reason of that employee's involvement in the activities of the employees' organisation.
- (d) For the purpose of Subsection (a) above, of this employee's clause, the employee is deemed to be involved in the activities of the employees' organisation if, at any time within 12 months before the action complained of, that employee
- Was an officer of any employees' organisation or branch of the employees' organisation, or was a member of the committee of management of any employees' organisation or branch, or was otherwise an official or representative of any employees' organisation or branch; or
 - Had acted as a negotiator in collective bargaining; or
 - Had represented the employees' organisation or branch thereof in any negotiations between employers and employees; or
 - Was involved in the formation or proposed formation of the employees' organisation; or
 - Had made or caused to be made a claim for some benefit of a collective or individual employment Agreement either for that employee, or any other employee, or had supported any such claim, whether by giving evidence or otherwise; or
 - Had submitted another personal grievance to the employer.
- (e) For the purposes of this clause, "ethnic or national origins" and "ethical belief" have the meanings given to them by the Human Rights Commission Act 1977.
This subsection shall be read subject to the Provisions Sections 15, 15A, 15B, 16 and 16A of the Human Rights Commission Act 1977.
- (f) For the purposes of this Subsection and Sections 103(i)(d) and 123(d) of the Employment Relations Act 2000, the employee is also sexually harassed in the employee's employment (whether by a co-employee or by a client or customer of the employer), if the circumstances described in Section 108(2) of the Employment Relations Act 2000 have occurred.
- (f) For the purposes of Subsection the employee is subject to duress in their employment in relation to membership or non-membership any organisation if the employer or a representative of the employer –
- Makes membership of the employees' organisation or of a particular employee's organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
 - Makes non-membership of any organisation or a particular employee's organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
 - Exerts undue influence on that employee, or offers, or threatens to withhold, or does withhold, any monetary incentive or advantage to or from that employee, or threatens to or does impose any monetary disadvantage on that employee, with intent to induce that employee
 - To become or remain a member of any organisation or a

- particular employee's organisation; or
- To cease to be a member of any organisation or a particular employee's organisation; or
 - Not to become a member of any organisation or a particular employee's organisation; or
 - In the case of the employee who is authorised to act on behalf of employees, not to act on their behalf or to cease to act on their behalf; or
 - On account of the fact that employee is, or, as the case may be, is not, a member of the employees' organisation or of a particular employee's organisation, to resign from or leave any employment.
 - To participate in the formation of the employees' organisation; or
 - Not to participate in the formation of the employees' organisation.
- (g) A personal grievance of the employee bound by this Agreement shall be settled in accordance with the procedures set out in this subsection.
- (i) Should the employee consider that he has grounds for a personal grievance he may submit the grievance to the employer or a representative of the employer.
 - (ii) The grievance shall be submitted within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance has occurred or has come to the notice of the employee, whichever is the later, so as to enable the employer to remedy the grievance rapidly and as near as possible to the point of origin.
 - (iii) If the grievance is not submitted within the period prescribed by above, the employer shall not be obliged to consider the employee's grievance, unless the Employment Relations Authority grants the employee leave to submit the personal grievance after the expiration of that period. If the Authority grants leave or if the employer consents to the personal grievance being submitted after the expiration of that period, the employer and employee shall be required to comply with the provisions below.
 - (iv) If the grievance is not settled in discussions between the employee and employer, the employee shall promptly give to the employer a written statement setting out –
 - The nature of the grievance; and
 - The facts giving rise to the grievance; and
 - The remedy sought.
 - (v) If the employer is not prepared to grant the remedy sought, and the parties have not otherwise settled the grievance, the employer shall as soon as possible, but in any event, not later than the 14th day after the day on which the employer receives the employee's written statement, give to the employee a written response setting out –
 - The employer's view of the facts; and
 - The reasons why the employer is not prepared to grant the remedy sought.
 - (vi) Where the employee and the employer agree in writing to waive the requirement for an exchange of written statements, that agreement shall not in any way affect the further application of this procedure.
 - (vii) If –
 - The employee is not satisfied with the employer's written response; or

- The employer fails to provide, within 14 days after the day on which the employer receives the employee's written statement, a written response; or
- The employer and employee have agreed to waive the requirement for an exchange of written statements and the employee is not satisfied with the employer's response to the grievance,
 - the employee may refer the grievance to the Employment Relations Authority in the prescribed manner.

14. Disputes Procedure

- The procedure set out in this clause shall apply to a dispute –
 - Which is about the interpretation, application, or operation of this Agreement; and
 - Which is between any or all of the parties bound by this Agreement
- Either party to this Agreement may invoke the procedure.
- The party invoking the procedure shall advise the other party or parties to the Agreement of –
 - The existence of the dispute; and
 - The basis of the dispute; and
 - The solution sought in respect of the dispute.
- The parties shall then meet to discuss the dispute.
- If the parties fail to resolve the dispute, the party who invoked the procedure shall give to the other party or parties a written statement setting out –
 - The nature of the dispute; and
 - The relevant facts in relation to the dispute; and
 - The solution sought in respect of the dispute.
- If the other party is not prepared or able to provide the solution sought, and the dispute has not otherwise been settled, the other party shall not later than the 14th day after the day of receiving the written statement of the dispute under Subsection 1.9(e), provide a written response setting out –
 - That party's view of the facts; and
 - The reason why that party is not prepared or able to provide the solution sought.
- Where the parties agree in writing that the exchange of written statements under the preceding provisions is inappropriate or unnecessary, they may dispense with those parts of the procedure.
- If –
 - The party invoking the procedure is not satisfied with the other party's response; or
 - The other party fails to provide, within the 14-day period required, a written response; or
 - The parties have agreed to waive the requirement for an exchange of written statements and the party invoking the procedure is not satisfied that the dispute has been resolved;
 the party invoking the procedure may refer the dispute to the Employment Relations Authority in the prescribed manner.

15. Terms of Employment

15.1 Savings

Nothing in this agreement shall operate so as to reduce the status, remuneration or conditions of employment applying to any employee at the date of this agreement coming into force.

16 Termination

One month's notice of termination of employment shall be given on either side, but this shall not prevent the summary dismissal or suspension of the employee for misconduct or conduct prejudicial to good order and discipline. The Chief Executive may elect to pay wages in lieu of the prescribed notice.

The employment of the employee may be terminated by the Employer where the employee has committed a breach, non-observance or non-performance of any of the agreements or stipulations contained in this agreement; where the employee is guilty of serious misconduct or for any reasonable cause. Examples of serious misconduct include (but are not limited to):

- If the employee commits any act of dishonesty such as theft;
- If the employee fails to comply with any lawful, reasonable, but not trivial instructions given by the Employer, or person acting with his authority;
- If the employee brings the Employer into disrepute;
- If the employee fails to comply with the standards of conduct prescribed by the Chief Executive.

Where serious misconduct is established, the Employer may terminate the employment of the employee forthwith, and the employee will not be entitled to any compensation or damages other than payment for any amount due under this agreement at the date of such termination.

Where this agreement is lawfully terminated by the Employer for any reason other than as set out above, one (1) month's notice of termination will be given; or at the option of the Employer, one (1) month's base salary in lieu of notice will be paid.

The employee may terminate his employment by giving the Employer one (1) month's notice in writing, in which case they will not be entitled to any compensation or damages other than payment for any amount due under this agreement to the date of such termination. It is acknowledged that the employer may, at their absolute discretion, elect to make payment to the employee of any base salary and other amounts owing, and require the employee to cease employment immediately instead of working out the notice period.

17 Discipline

Refer to Policy - Standards of Conduct. Policy These can be found on Fire and Emergency New Zealand intranet or through your HR Manager or PSA delegate.

18 Flexible Working Arrangements

Employees covered by this Agreement may request flexible working agreements at any stage to meet a permanent or temporary personal or professional development need. Flexible working arrangements can include:

- Part time work;
- Job sharing;
- Remote work; and
- Graduating hours on return from LWOP or in a lead up to retirement.

The employer is obliged to give full consideration to any request but reserves the right to approve or decline a request. If a request is declined then the employer will provide the reasons for this decision.

Where working from home is required by FENZ (as opposed to having been requested by the employee), FENZ will consider covering any additional annual net cost incurred, that can be evidenced by the employee.

A net cost will result if the additional expenses incurred directly through working from home expenses, are greater than any direct cost savings resulting directly through working from home instead of from the employee's current location specified in their letter of offer, e.g. commuting costs.

19 Gratuity

Refer to Policy

POLHR 6.6 –Gratuity – 31 August 2001

This can be found on Fire and Emergency New Zealand intranet or through your HR Manager or PSA delegate.

20 Abandonment

In the event of the employee being absent from work for more than 3 days without the consent of the Employer, the employee will be deemed to have abandoned his employment.

Both the employee and Employer will make all reasonable efforts to contact each other during this period.

21. Management of Change

21.1 Restructuring

The Employer may at its discretion restructure or change the organisational structure, or positions within that structure. When such a restructuring or change directly affects the position of the employee covered by this agreement, the Employee will be consulted and have the opportunity to make submissions before proposed changes are finalised.

21.2 Redundancy

If the employee's position is disestablished or substantially changed as a result of restructuring or similar development, and the employer is no longer able to provide the employee with another position appropriate to the employee's skills and experience, the employee's employment may be terminated in which case the employer will make a redundancy payment according to the following scale:

Six weeks salary for the first year of service and two weeks salary for each complete year of service in excess of one, up to a maximum of fifty-two (52) weeks salary.

The employer shall give the maximum possible notice to the employee if their services are to be terminated by means of redundancy, provided that the minimum notice shall be at least one (1) calendar month.

21.3 Technical Redundancy and Employee Protection

Where an employee's employment is being terminated due to the transfer of the whole or part of Fire and Emergency New Zealand to a Government department or other State Sector Agency or because of the sale or transfer by Fire and Emergency New Zealand of the whole or part of Fire and Emergency New Zealand's business, and where no statutory provision is made concerning that event, in the course of any discussions with the new employer, Fire and Emergency New Zealand will:

- a) address the likely impact of this event upon employees, including whether it is possible to transfer some or all affected employees to that entity; and if so,
- b) discuss with the new employer whether any such transfer will be offered to employees on the same terms and conditions of employment.

Fire and Emergency New Zealand is not required to pay any notice or compensation for redundancy to the employee if the person acquiring the business or part of the business being sold or transferred:

- a) Has offered the employee employment in the business or part of the business being sold or transferred;
- b) Has agreed to treat the employee's service with Fire and Emergency New Zealand as continuous service with that person; and
- c) The employment conditions offered to the employee are the same as, or no less favourable than, the employee's current conditions of employment including superannuation; and
- d) The offer of employment is an offer to employ the employee in that business or part of that business in a similar capacity to that in which the employee was employed by Fire and Emergency New Zealand; or

The offer of employment is an offer to employ the employee in a similar capacity to that in which they were previously employed and the employee agrees; or the offer is one that the employee agrees to accept.

22. General Conditions

22.1 Vacancies

Refer to Policy - POLHR 2.6 –Appointment Policy – 31 March 2003

POLHR 2.7 Review of Appointments & Review – 31 March 2003

These can be found on Fire and Emergency New Zealand intranet or through your HR Manager or PSA delegate.

22.2 Driving Licence

Where Fire and Emergency New Zealand requires an employee to obtain and maintain a specialist motor vehicle licence (over and above a standard car licence) Fire and Emergency New Zealand will meet the additional cost of the specialist licence.

22.3 Use of Motor Vehicle

Refer to Policy

POLFA 4.4 – NZFS Motor Vehicle Policy and refer FL 2.5 POP

Travel and Accommodation Policy

These can be found on Fire and Emergency New Zealand intranet or through your HR Manager or PSA delegate.

22.4 Personal Files

Refer to Policy

POLHR 4.6 –Personnel Record Management – 31st March 03

This can be found on Fire and Emergency New Zealand intranet or through your HR Manager or PSA delegate.

Prior to any adverse entry being placed on the employee's personal file, it shall be shown to the staff member concerned.

22.5 Superannuation

All employees shall be given the opportunity to contribute to a New Zealand Superannuation Scheme.

23. Specific Provisions – Employees subject to Rostering and callouts

The following provisions apply to staff who are rostered to be on call and who are subject to call-outs.

23.1 Rosters

Regions, Areas or business units shall operate an On-Call roster which sets out those employees who are formally on call at any time. Regions, Areas or business units will also establish a process for the management and approval of any additional hours of work.

Employees formally rostered on call shall be paid an allowance calculated on the basis of 3 hours @T1.5 but no less than \$220 for each seven consecutive day period they are on call, pro rata if on call for less than seven consecutive days to compensate them for the disruption associated with being on call and for the requirement to take phone calls, and provide advice over the phone during on call periods.

Employees formally rostered on call as above on a Public Holiday and who are significantly restricted in their movement and social activities are entitled to an alternate holiday. 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 (midnight to midnight).

Public Holidays should be equally apportioned among the employees covered by the roster. There is no entitlement to an alternative holiday if an employee self-dispatches themselves or attends work without the expressed request of the employer.

Where an on call employee is subject to repeated disruption and not called out, or there is a pattern of disruption such that the employee can be considered to have been

demonstrably “working”, the manager may approve a call out payment to recognise this

23.2 Remuneration

The median market rate of roles which require an operational background or component will include an operational premium to reflect the general on-call and rostered nature of operational positions.

23.3 Callout

An employee who is on an On Call Roster provided under clause 23.1 above, and who is called out by the employer after having ceased work for the day and left their place of employment, or before the normal time of starting work, shall be paid a minimum of three hours at the appropriate overtime rate, provided that, for the purpose of this minimum, more than one call completed within three consecutive hours shall be deemed to be one call.

This clause is subject to the Regional, Area or business units on-call rostering and approval processes referred above.

Any employee who is eligible for paid overtime, and who is not on a formal on call roster but who agrees to be called out on a non work day, will receive no less than 3 hours time and a half, regardless of whether or not they are on an approved formal on call roster.

23.4 Meal allowance

Where the employee is employed at fires or other emergency incidents they shall either be relieved for sufficient time to enable them to partake of a meal or be supplied with a hot meal or be reimbursed the actual and reasonable cost of a meal in accordance with policy - Business Expenditure.

23.5 Meal Hours Lost

If meal hours are lost or interrupted by fire calls, emergency incidents or any other essential activities, the time lost shall be made up to the employee as soon as possible.

23.6 Personal Protective Clothing

Protective clothing will be supplied for staff subject to hazardous environments.

23.7. Physical Competency Assessment (PCA) (or equivalent)

Employees who are permanently appointed to the Operational Response Command roster, and who as a result of this appointment are required to complete and do successfully complete the PCA or equivalent Pack test, are entitled to receive the PCA payment annually from their first successful completion of the PCA/Pack test. PCA/Pack test payments will cease where:

- The employee is no longer participating on the Command roster, or
- The employee does not successfully complete the PCA/Pack test when required to do so (including following any permitted re-attempts), or

The PCA/Pack test is replaced with a new physical competency regime for Commanders

24. PSA Development Fund

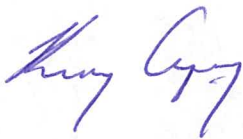
FENZ in recognition of the constructive relationship with the PSA, FENZ will provide \$30,000 for the term of this agreement for PSA members only to access for personal professional development and career education, where such is not otherwise available under normal business as usual development processes and policies.

The approval for any application will be submitted to PSA representatives (PSA Executive delegate committee members) and once approved will be submitted to a FENZ representative for coding and approval (not unreasonably withheld). The intent of this development fund is on-going and beyond this agreement in principle.

In the event that this fund should be exhausted prior to the expiry of this agreement with approved applications still yet to be met, the parties will review the adequacy of the fund and consider in good faith whether to increase the fund to meet the otherwise approved applications.

Signature Page

Signed on behalf of the
Fire and Emergency New Zealand



Chief Executive

Date: 3 May 2023

Signed on behalf of the
PSA



PSA Organiser

Date: 3 May 2023



Fire and Emergency New Zealand

And

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

Statement of Understanding

&

Collective Employment Agreement

1 April 2023 to 1 October 2025

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 the employees 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 designated geographic areas and functional roles these employees 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.

Both parties record their commitment to:

Maintain and strengthen the valued relationship between the parties. To this end, the parties agree to the standing up of a high-level forum called the Strategic Relationship Panel. The Panel will be trialled for the duration of this term of the Collective Agreement. The operation of the Panel will be determined and varied by the Panel.

Recognition

The parties have agreed to continue 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 DCE People and one Tier 3 FENZ manager, the President of FECA, Secretary of FECA, and one committee member. The fund shall not be used for purposes otherwise provided for through the usual learning and development channels, which shall remain available in the normal course. It is recognised however that the introduction of the Technical Competency Framework will provide for significant advancement and education opportunities for FECA members.

Terms of Settlement

The offer for settlement is published with this document 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..... 16th October 2023
(D Irving – Secretary, the New Zealand Fire and Emergency Commanders Association)

Signed Dated..... 17th October 2023
(Kerry Gregory, Fire and Emergency New Zealand)

FIRE AND EMERGENCY NEW ZEALAND

THE NEW ZEALAND FIRE AND EMERGENCY COMMANDERS' ASSOCIATION (FECA)

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 a member of FECA and covered by this agreement.
- "Commander" – a person who holds rank at Assistant Commander or Commander (or equivalent transitional ranks).

3 COVERAGE

- (a) This agreement covers employees within Service Delivery employed in Tier 4 and 5 operational management and senior specialist positions who are members of the Association. These positions report directly (Tier 4) or indirectly (Tier 5) to Tier 3 Region Managers or National Managers and conduct or manage operational, emergency management and firefighting functions for Fire and Emergency New Zealand.
- (b) This agreement also covers the following Tier 4 and Tier 5 positions:
 - i. Any other Tier 4 or Tier 5 position that has a rank above the level of Senior Station Officer and below the level of Assistant National Commander, except for positions where the rank is held by the position holder as Rank in an Unranked Position.
 - ii. Other Tier 4 operational firefighting manager and specialist positions within the National Training Team;
 - iii. Named positions carried forward from the 2018 FECA CEA that aren't otherwise covered by this CEA;
 - iv. Each of whom are members of the Association.

- (c) The parties may consider and, if agreed, add, or remove new or additional roles to the coverage of the CEA during its term.

4 **HOURS OF WORK**

- (a) Employees 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. Employees 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. Employees 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 employees. Employees will have reasonable freedom of movement when available on call. Unless specified in the 'Formal On-call rosters' clause below, employees will not receive additional compensation for time spent on-call or for work completed as a result of being called-out / called-back.
- (f) Geographically based Assistant Commanders and Commanders will be paid a super-able Personnel Support Allowance of 2.5% per annum calculated on-the-basis-of the market rate of their substantive role. This allowance is to recognise the non-standard out of hours work and responsibilities attached to such roles including Volunteer support. This allowance is separate from, and in addition to, any on call payment for which they may be eligible under the terms of the CEA in respect of rostered on call work. This allowance does not detract from the flexibility in the application of the hours of work provided for, under clause 4 of the CEA, rather it recognises the availability provided by the roles.

5 **FORMAL ON-CALL ROSTERS**

Commander's Formal Response Roster

- (a) Commanders and Assistant Commanders (or equivalent transitional ranks) will be required to participate on the Commander's Formal Response Roster. The requirements of this formal on-call roster are as follows:
- i. Holds rank of Assistant Commander or Commander (or equivalent transitional ranks).

- ii. To be rostered on-call, and to be contactable and able to begin travelling to an incident, if required, within 10 minutes. Note some calls will be able to be responded to remotely.
- (b) A super-able rate of 5.4% of the market rate for the Assistant Commanders or Commanders positions will be applied for the duration over which the Assistant Commander or Commander (as the case may be) is actively participating on the Commander's Formal Response Roster (which to avoid doubt includes the weeks they are rostered off). This is inclusive of all time being available on call but not working and all time spent working (whether remotely or requiring attendance at a work site or incident ground).

6 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.

7 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 Remuneration Policy. FECA 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 between managers represented by FECA, their direct reports, and their managers above them, will be taken into account when considering the overall market movement and other remuneration matters in order to determine any annual adjustments to remuneration ranges for positions covered by this collective agreement.
- (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.

- (h) ComCen management shall receive an allowance over and above base salary to recognise the unique operating environment and their leadership responsibilities around the changing technological environment. The allowance will be based on 3% of the market rate for the role, regardless of the position in the range of the individual and will be super-able.

8 SUPERANNUATION

- (a) The employee is entitled to participate in the New Zealand Fire Superannuation Fund, subject to meeting the eligibility criteria for the Fund or being otherwise approved for participation by the Trustees of the scheme in accordance with the scheme rules. Where the employee is not approved to participate in that scheme, they will be encouraged to participate in KiwiSaver.
- (b) Where the employee is participating in either the New Zealand Fire Superannuation Fund or KiwiSaver, the employer's 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. Employer contributions for those participating in KiwiSaver are based on matching employee contributions up to six percent of base salary.

- (c) Employees may wish to consider applying for flexible working as part of their transition into retirement. Any such requests will be considered and responded to by Fire and Emergency in accordance with the process provided by the Employment Relations Act 2000 legislation (and any amendments from time to time) and any relevant Fire and Emergency policies from time to time.

9 RELIEVING AND HIGHER DUTIES

- (a) When an employee 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 (less than two weeks) 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.
- (c) Where a secondee is required to undertake the full requirements of the position they are seconded into, and this position is within coverage of this CEA, their Higher Duties Allowance will align their total pay to at least the 95% pay step for the secondment position for the duration of the period they are required to perform those duties.
- (d) Higher duties allowances will be adjusted to reflect a total pay (base salary plus higher duties allowance) increase annually (at 12 months in the seconded position, if the secondment lasts at least 12 months) of 2.5%, where the role holder meets the requirements for the secondment position, in line with the step pay movement provisions contained in clause 6 (f) of this Agreement. Any annual improvement in the value of the step as determined by the remuneration review process will apply on the same basis.
- (e) 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. The review will consider:
- Whether annual adjustments to the pay band of the employee's substantive position has occurred during the secondment – and if it has the employees pay will be adjusted accordingly to reflect that.
 - 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.

10 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) District Managers may select either of the motor vehicle packages detailed in Schedule 3, provided the package is selected in its entirety.
- (f) Employees on the limited private use package (10%) who wish to use the vehicle outside of Region while on leave, will need approval from their Manager.

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.
- (e) Employees on leave are unavailable. Employees who are requested to voluntarily return and elect to do so will have the impacted leave reinstated. No less than a full day will be reinstated for each day or part thereof worked, and no more than one full day will be reinstated if work is carried out more than once on the same day.

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 role is located.
 - (xii) Matariki
- (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 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/ GRATUITY**

- (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 where applicable the payment of a Gratuity as provided under section 55 of the Fire Service Act 1975, for employees who were previously employed with the New Zealand Fire Service.

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.

16 **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.

17 **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.

18 **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.

21 EMPLOYMENT RELATIONSHIP PROBLEMS

- (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. Effective from 13 June 2023 the time within which a personal grievance related to sexual harassment can be raised is 12 months from the time the sexual harassment events happened or came to the notice of the employee.
- (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 Ministry of Business, Innovation and Employment. 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**

All appointments to roles will have regard to the employee's operational and management (or specialist, for specialist positions) capabilities. Appointment processes will comply with the relevant requirements of the Fire and Emergency Act 2017 (s. 26-29 or s. 30) and any relevant Fire and Emergency policies. Any new policies affecting appointments to roles shall be implemented only following consultation with FECA representatives."

28 **TERM OF AGREEMENT**

- (a) The term of this Agreement will be from 1 April 2023 to 1 October 2025. All new or amended terms as set out in the 2023 terms of settlement are effective from the date of ratification unless specifically stated otherwise.
- (b) The parties agree to commence negotiations for a new Collective Agreement in good faith within the 40-day period immediately prior to 1 October 2025.

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.
- (b) 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).
- (c) The PCA payment for employees under this agreement will be an allowance of 2.82% of market rate of the role of the person undertaking the PCA.
- (d) Employees who do not receive the PCA payment and take the pack test equivalence as a requirement for participating in on-call will receive the PCA payment. Only one PCA payment will be made in the event that both the PCA and pack test are required.
- (e) These arrangements will apply unless and until super ceded by a new alternative, either agreed under this CEA or mandated as a requirement of the role.

30 INCOME PROTECTION AND INSURANCE

- (a) Reimbursement will be available for life insurance and income protection up to \$50 per week (\$2,600 maximum per annum pro-rata for less than one year in eligible role), reimbursed in arrears annually following the completion of the financial year 1 July to 30 June. This payment requires the production of all the necessary supporting documents.
- (b) This provision will apply to all those not already eligible for the income protection and life insurance scheme administered by FENZ as at 2023 through NHQ.

31 BASE LINE HEALTH TESTING

- (a) Reimbursement will be available in arrears on the basis of up to \$250 plus GST per annum or up to \$500 plus GST per annum biennially for expenses incurred in medical base line health checks for emergency response operational staff, (including staff who commenced their career as emergency response operational staff but who are no longer front line), for the early detection of firefighter's occupational illness. This will operate in arrears on an annual reimbursement basis for the financial year 1 July 2023 to 30 June 2024 and annually thereafter.
- (b) Fire and Emergency will not receive any medical information in relation to the health checks unless agreed by the individual concerned. The parties recognise the importance of privacy, but also acknowledging the importance of detection of illness and injury and the support available in the event of the detection of issues that require attention and support.
- (c) This is a voluntary offering but is strongly encouraged for those of operational background who have experienced the normal range of exposures inherent in the role over the course of their careers. The parties will maintain information to be made readily available for staff to support them in their dealings with medical professionals. Note for information only: Recommended testing/monitoring for Firefighters currently includes:
 - 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
- (d) These arrangements will apply unless and until superseded by a new alternative, either agreed under this CEA or mandated requirement.

32 LONG NOTICE RETIRING BENEFIT

- (a) An employee 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.
- (b) 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.
- (c) 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.

33 LEAVE ON THE BIRTH OF ADOPTION OF A CHILD


- (a) One weeks’ special leave on pay will be available to an employee whose partner is giving birth to or adopting 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.

34 DOMESTIC VIOLENCE LEAVE

- (a) Domestic Violence leave of up to ten days each year, and short-term flexible working arrangements, are available to employees who qualify under the Employment Relations Act and the Holidays Act. Flexible working arrangements under this provision include hours and days of work, location of the place of work and duties at work
- (b) Domestic violence can be physical, sexual or psychological abuse and proof may be required, but need not necessarily be produced in all instances. Proof, if needed, could include a document issued by the police, a court, a medical professional, a domestic violence support service, counselling professional or lawyer.
- (c) Payment for Domestic Violence leave is in accordance with the Holidays Act. This leave is in addition to other forms of leave such as annual leave and sick leave.
- (d) Other Fire and Emergency New Zealand provided support will be available in the normal course including for example through the Injury Management Unit (IMU) and the Employee Assistance Programme (EAP) where relevant, either directly or through FECA.
- (e) Privacy and confidentiality of the request/response and any measures implemented will be maintained as far as reasonably practicable. This leave will be recorded separately from the employees main file and held secure to only those who need to know to give effect to the request.
- (f) Both IMU and the Behaviour and Conduct Office (BCO) will be available as confidential channels as a first contact should the employee not wish to invoke other normal channels for support, such as through Human Resources (HR), Welfare, or their Manager, in the first instance. The Women in Fire and Emergency New Zealand (WFENZ) Network is also a potential first contact for support. However, in

order to facilitate leave and support, the employees' immediate manager will however need to receive and consider the request in order to facilitate the necessary response.

35 EXECUTION OF THE AGREEMENT

Signed  Dated 16 October 2023

Des Irving
Secretary
The New Zealand Fire and Emergency Commanders Association


Signed Dated 17 October 2023

Kerry Gregory
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 01/07/23)

| Position | Minimum | Market rate |
|--|----------------|--------------------|
| Communications Centre Manager | \$141,645 | \$149,100 |
| Community Partnerships Manager | \$141,645 | \$149,100 |
| Community Programmes Manager | \$157,065 | \$165,332 |
| Community Risk Manager | \$151,445 | \$159,416 |
| District Manager - large district | \$192,325 | \$202,447 |
| District Manager - small and medium district | \$166,565 | \$175,332 |
| Group Manager | \$151,445 | \$159,416 |
| Manager Firefighter Development | \$129,811 | \$136,643 |
| Manager, Operational Efficiency & Readiness | \$157,065 | \$165,332 |
| National and International Response Manager | \$157,065 | \$165,332 |
| Operations Manager (Comcens) | \$118,660 | \$124,906 |
| Regulatory Compliance Manager | \$157,065 | \$165,332 |
| Response Capability Advisory Manager | \$157,065 | \$165,332 |
| Senior Advisor Deployment | \$129,811 | \$136,643 |
| Specialist Response Manager | \$157,065 | \$165,332 |
| Manager Training Centre Delivery | \$157,065 | \$165,332 |
| USAR Operations Manager | \$151,445 | \$159,416 |
| Wildfire Manager | \$157,065 | \$165,332 |
| Wildfire Specialist | \$129,811 | \$136,643 |

Named Positions From 2018 Remuneration Ranges not included above:

Manager, Fire Investigation & Arson Reduction
National Advisor Fire Risk Management
National Comcens & Medical Response Manager
Operational Capability Manager
Pou Herenga Maori National Advisor Maori
Principal Advisor Fire Risk Management
Region Training Coordinator

Schedule 3: Motor Vehicles

| Eligibility | Maximum Price (Excl GST) | Max Price Plus 15% (Excl GST) * | Low emissions** max price (Excl GST) | % Charge | Entitled Use | Choice of Colour | Vehicle Classification |
|---|--------------------------|---------------------------------|--------------------------------------|----------|---|------------------|--|
| District Commanders | \$40,000 | \$46,000 | \$54,800 | 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 Commanders, Community Risk Managers, and other managers and specialist staff that require a vehicle to perform their job or contained within their contract | \$38,000 | \$43,700 | \$52,300 | 10% | Travel to and from work Use when on call Business related use Limited private use | Yes | Limited Private Use |

*Applies to diesel vehicles within the FENZ Motor Vehicle Policy.

** Applies to low emissions vehicles, as defined by FENZ policy from time to time.

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 geographic bounds of the employee's role, currently designated as a District.</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> |
|-------------|---|

Schedule 4:

Other formal on-call rosters

During the term of the 2021 collective agreement, the arrangements below may apply to other formal on-call rosters, where employees are required to participate on the roster, and where the roster meets the following criteria:

- Genuine operational need, approved by the National Commander, for an on-call roster to be in place.
- To be rostered on-call between one week in six and one week in three.
- To be contactable within 10 minutes.
- To be able to begin travelling to a work site, if required, within 15 minutes.
- Callouts to only occur when the work/duties that are subject to the roster:
 - Cannot be undertaken by anyone who is on shift (which may include some form of holding action until appropriate other people return to work in their usual working hours).
 - Cannot wait until the person who needs to undertake the work returns to work as per their normal hours of work.
 - Must be undertaken by a specific position as opposed to by whoever is available at the time.
- Flexibility to swap any duration of on-call time with another person who is suitably qualified for the roster, by mutual agreement.
- Flexibility to self-manage time additional hours worked as a result of a call-out, including any necessary rest period between finishing the response and returning to business as usual.
- The relevant DCE can end the roster arrangement if it is no longer necessary to meet operational requirements.
- Employees participating on this roster will be compensated for all time spent being available on-call and any time spent working as a result of a call-out (whether remotely or requiring attendance at a work site or incident ground), at the super-able rate of 2.7% of the market rate for their substantive position. This compensation rate will apply for the duration over which the employee is actively participating on the roster (which to avoid doubt includes the weeks they are rostered off).

Where an employee agrees to participate on a roster that does not meet this criteria (and is not the Commander's Formal Response Roster), no additional compensation shall be paid.

These arrangements may be reviewed from time to time by initiation of either party to assess the extent to which they are meeting operational requirements. Variation will be by agreement.

Terms of Settlement in relation to the CEA between Fire and Emergency New Zealand (FENZ) and the Fire and Emergency Commanders Association (FECA).

1. Coverage

1.1 Include the following Tier 5 roles in the named roles list pursuant to clause 3 of the CEA

- Region Training Manager
- Manager Officer Development
- Manager Firefighter Development (NB: already included)
- Manager Specialist Courses
- Manager Natural Environment and Relationships

1.2 Add a clause to provide for the parties to consider and if agreed, add new or additional roles to the coverage of the CEA where they meet the criteria outlined in the coverage clause, or as agreed, specific named roles.

2. Strategic Relations Agreement

2.1 Fire and Emergency remain committed to an enduring and productive relationship based on the principles of good faith and are open to jointly reviewing the current statement of understanding. Both parties value the relationship and are actively committed to upholding and strengthening this relationship during the term of the agreement. FENZ recognize FECA as a key stakeholder and strategic partner whose members have considerable expertise and experience to contribute to the strategic direction of FENZ.

2.2 In support of the proactive, genuine and constructive engagement envisaged between the parties, and as a reflection of the maturity of the relationship, the parties will convene a Strategic Relationship Panel. The first meeting will be to develop the terms of reference and agree the operation of the Panel including frequency of meetings. The jointly developed Terms of Reference will include a process to escalate any matters which can't be resolved within the Panel to the regular FECA ELT monthly meeting. This escalation pathway is to designed to offer a further attempt at resolution without requiring external support.

2.3 The Panel will include no more than three and no less than two members of the FECA Executive, and no more than three and no less than two members of Fire and Emergency New Zealand Senior Management. However, either party may be supported by other

invited additional attendees, by prior agreement.

- 2.4** The purpose of the Panel will be to operate as a regular standup/clearing house of matters and to provide the opportunity for an early heads up (in confidence/embargoed if appropriate) on matters of significance. It is expected to evolve over time and will be trialed for the term of the CEA.
- 2.5** The Panel is not a working group. Instead, it is a free and frank engagement forum to address matters of significance between senior representatives of the parties. The intent is to achieve early resolution and make progress where practicable. There is still the expectation that the parties will first exhaust low level resolution options where relevant. The Panel's focus is on broad matters that impact the FECA Membership. As an example of the intention, initial items could include but not be limited to:
- Leadership development strategy/framework
 - Motor vehicles
 - Paearu mahi assessments
 - On call roster matters
 - Developments in relevant working groups
 - Consultation - early heads up or progress on consultation under way
 - Information sharing
- 2.6** The strategic panel will be convened within the last quarter of 2023. The immediate and primary order of business will be the resolution of the ComCens Executives Acting Down matter. If a resolution is not found by the end of March 2024 the matter will be escalated to the ELT monthly meeting.
- 2.7** The immediate and second order of business will be the resolution of the 'correct application of the coverage clause' matter. If a resolution is not found by the end of March 2024 the matter will be escalated to the ELT monthly meeting.

3. Hours of Work

- 3.1** Fire and Emergency will provide a superable 2.5% of Market Rate' Personnel Support Allowance' for geographically based GM and DM roles to further recognise the non-standard out of hours work and responsibilities required of these roles. Fire and Emergency wanted to acknowledge the out of hours availability that these roles provide to support our career firefighters and thriving volunteerism. Well supported people is what drives our success.

This Personnel Support Allowance is also over and above a change to the higher paid Operations market for the DM roles outlined in clause 4.2 below, noting that the Operations market already applies to GM roles

and other relevant roles in recognition of the nature and demands of these roles. Note this will also in turn increase the value of the on-call payment for these roles, based on the new higher market rate on which it is calculated.

3.2 The inclusion of this new 2.5% allowance for geographically based DM and GM roles, and movement to the higher operations market for DM roles under clause 4.2 below is on the basis of an explicit agreement between the parties that the raised compensation for availability and recognition of out of hours work is now fully resolved. As such as such the 18 week clause 5 c will be removed.

The parties agree that the combination of the following address the concerns raised:

- the higher paid Operations market for DMs which already applies to GMs and other relevant roles in recognition of the nature and demands of these roles
- the new 2.5% allowance recognising the non-standard out of hours work and responsibilities for geographically based roles
- the payment of on call allowances provided for under this agreement
- the flexibility in hours of work under clause 4 of the CEA.

4. **Remuneration**

4.1 Job evaluation outcome pursuant to mediated agreement and previous terms of settlement:

- (a) GM and CRM to move to grade 18 Operations market. The new market rate for GM and CRM for 2023 is **\$159,416 per annum**
- (b) DM job sizes to remain grade 19 and 20 (but note negotiated change to higher paid **Operations market** to reflect the nature of the role)

These outcomes have been considered in good faith as per the mediated agreement and accepted but note the bargained resolution of the resulting compression/relativity between GM roles and the DM roles through changing to the higher graded Operations market.

4.2 Negotiated outcome to address compression issues between the DM and GM roles is to apply the **Operations** market rate for grades 19 and 20 to the DM roles rather than the current general market rates.

This reflects the updated position descriptions which now accurately reflect the significant operational elements of the roles alongside the strategic management elements of the role and addresses the compression otherwise resulting from the increase to the GM role. The new market rate for 2023 for DM grade 19 is **\$175,332 per annum**; and DM grade 20 is **\$202,447 per annum**.

4.3 For the avoidance of doubt the market rate increases arrived at through the remuneration review processes for 2022 and 2023 of 5% plus 5% for roles up to grade 18, and 2.5% plus 2.5% for roles grade 19 and above,

are not affected by the further increases provided for in this settlement. The rates for 1 July 2024 and 1 July 2025 will be established as per the remuneration review process subject to the review identified in 11.1 below.

5. Approved On Call Rosters

- 5.1 The parties will maintain a schedule of approved formal on call rosters which will be updated from time to time. The criteria for eligibility for on call roster payments will be recorded in the CEA as the criteria established and recorded in the terms of settlement of the 2021 CEA. The Commanders on call response roster payment will be 5.4%; all other rosters to be recognized at the current 2.7% level, unless otherwise agreed.
- 5.2 The parties agree to, for the ComCen Managers and ComCen Ops Managers on the On-call roster, to move the call roster rate from 2.7% to 5.4% . This is offered to improve equity with other rosters of the same frequency and onerosity.
- 5.3 On call/On leave/surge capacity- The parties agree that ordinarily, an “on leave” commander is unavailable to be deployed to any role or function other than by agreement. If in the event of a **local** short notice staffing need, a commander on leave voluntarily returns from leave, having been requested to do so, they will have any lost leave reinstated. No less than a full day of leave will be reccredited for each day or part thereof worked, and no more than one full day will be reinstated if work is carried out more than once on the same day.

The above recognition of unavailability does not extend to over-riding surge capacity requirements which are part of the role. Large scale emergency management events may necessitate calling back from leave, where available and practicable, in **out of scale** events. Reinstatement of leave will apply as above.

6. Deployment

- 6.1 Allowances - The parties recognize and are committed to the current ICPA project and consideration of the payments appropriate to deployment across the range of circumstances under which employees covered by the FECA agreement are formally “deployed”. The parties recognise the ICPA project work will include defining what a deployment is. Once this work is complete the Strategic Panel is available should either party want to further explore this definition.
- 6.2 Uniform - the default position on deployment will be to wear correct uniform in line with the senior officers’ matrix relevant to the position, unless alternative uniform is provided, or requests/direction is received otherwise from the host authority.

7. ComCen

- 7.1 ComCen management staff will receive a super-able allowance of 3% market rate over and above base salary to recognise the unique

operating environment and their leadership responsibilities around the changing technological environment.

8. Income protection and insurance

8.1 Reimbursement will be available for life insurance and income protection up to \$50 per week (\$2,600 maximum per annum pro-rata for less than one year in eligible role), reimbursed in arrears annually following the completion of the financial year 1 July to 30 June. This will apply to all those not already eligible for the income protection and life insurance scheme administered by FENZ as at 2023 through NHQ.

9. Base line testing health checks

9.1 Reimbursement will be available in arrears on the basis of up to \$250 plus GST per annum or up to \$500 plus GST per annum biennially for expenses incurred in medical base line health checks for emergency response operational staff, (including staff who commenced their career as emergency response operational staff but who are no longer front line), for the early detection of firefighters occupational illness. This will operate in arrears on an annual reimbursement basis for the financial year 1 July 2023 to 30 June 2024 and annually thereafter.

9.2 Fire and Emergency will not receive any medical information in relation to the health checks unless agreed by the individual concerned. The parties recognise the importance of privacy, but also acknowledging the importance of detection of illness and injury and the support available in the event of the detection of issues that require attention and support.

9.3 This is a voluntary offering but is strongly encouraged for those of operational background who have experienced the normal range of exposures inherent in the role over the course of their careers. The parties will maintain information to be made readily available for staff to support them in their dealings with medical professionals. Note for information only: Recommended testing/monitoring for Firefighters currently includes:

- Cardiac and circulation
- Respiratory and Breathing
- Gastrointestinal
- Genitourinary
- Sexual function
- Neurological
- Visual
- Ears, nose and throat
- Muscoloskeletal
- Skin

- Psychological
- Sleep habit
- Weight changes
- Infections issues
- Lymphatics and endocrine
- Comprehensive blood testing

9.4 These arrangements will apply unless and until super ceded by a new alternative, either agreed under this CEA or mandated requirement.

10. PCA payment

10.1 The PCA payment for employees under this agreement will be calculated on the basis of the market rate applicable for the role of the person undertaking the PCA.

(NB: The rate was historically based on the current annual salary multiplied by the average rate of contribution to the superannuation scheme of 6.75% multiplied by the difference between \$1.80 and \$1.52 nett contribution to the Fire Super scheme, which produced an effective rate of 2.82% of base .i.e. using the 100% market rate for the relevant role.)

10.2 The current interim arrangements shall continue in relation to the pack test equivalence for the purpose of payment of the PCA, to staff in respect of which the pack test is relevant and who undertake that test as a prerequisite to remaining on call. Employees will only be eligible for a maximum of one PCA payment, even if they complete both tests.

10.3 These current arrangements include (the PCA test information in the current NZPFU CEA and the Pack Tests as documented in the previous NRFA standards) and these will apply until an alternative arrangement is agreed to by the parties. The parties may elect to use the Strategic Panel to explore drafting an updated arrangement and policy.

11. Market Rates & Progression Pay

11.1 During the term of the CEA, FENZ and FECA will jointly review the processes through which the market rates are set and the operation of the progression system through which staff progress following appointment. This work will be completed under the supervision of the Strategic Panel and will include:

- Pay progression for those at or above 100% of pay band
 - The performance review system and the link to pay progression
 - Pay band alignment methodology – including relevant internal and external relativities
- and the process by which the market rates are determined

12. Relieving and higher duties

12.1 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. The review will consider:

- Whether annual adjustments to the pay band of the employee's substantive position has occurred during the secondment – and if it has the employees pay will be adjusted according to reflect that.
- 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.

12.2 The parties agree to assess the current payment practices for FECA members acting up, including what happens to allowances. Should there be a view that there are improvement opportunities, these will be discussed at the Panel.

13. Vehicles

13.1 The parties acknowledge the existing commitments made in the mediated settlement to review the Fire and Emergency Motor Vehicle Policy via consultation at the end of the year 2024.

13.2 Both parties recognise the importance of constructive engagement over motor vehicles given their significance to the safe and effective operational delivery of the requirements of many of the roles covered by this Agreement. Motor vehicles will be a standing agenda item in the newly constituted Strategic Relationship Panel envisaged under clause 2 of these terms of settlement. These conversations will include discussions on vehicle suitability.

13.3 The parties acknowledge the existing interpretation of the current Motor Vehicle Policy as follows:

- Fit out costs: The cost of fitting a tow bar where this meets an operational requirement is excluded from the overall cost of the vehicle, as a fit out cost, for the purposes of the employee's salary sacrifice.
- Residual value (excluding fit out costs) for all vehicles outside of policy: In circumstances where someone's contractual vehicle has fallen outside of the policy limits (more than 3 years of age or 100,000kms) their salary sacrifice will be calculated on the residual value of the vehicle until such time as it is replaced.

14. Long notice retiring benefit

14.1 An employee 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.

14.2 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.

14.3 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.

15. Leave on the Birth of Adoption of a child

15.1 One weeks' special leave on pay will be available to an employee whose partner is giving birth to or adopting 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.

16. Domestic Violence Leave

16.1 Domestic Violence leave of up to ten days each year, and short-term flexible working arrangements, are available to employees who qualify under the Employment Relations Act and the Holidays Act.

Flexible working arrangements under this provision include hours and days of work, location of the place of work and duties at work

16.2 Domestic violence can be physical, sexual or psychological abuse and proof may be required, but need not necessarily be produced in all instances. Proof, if needed, could include a document issued by the police, a court, a medical professional, a domestic violence support service, counselling professional or lawyer.

16.3 Payment for Domestic Violence leave is in accordance with the Holidays Act. This leave is in addition to other forms of leave such as annual leave and sick leave.

16.4 Other Fire and Emergency New Zealand provided support will be available in the normal course including for example through the Injury Management Unit (IMU) and the Employee Assistance Programme (EAP) where relevant, either directly or through FECA.

16.5 Privacy and confidentiality of the request/response and any measures implemented will be maintained as far as reasonably practicable. This leave will be recorded separately from the employees main file and held secure to only those who need to know to give effect to the request.

16.6 Both IMU and the Behaviour and Conduct Office (BCO) will be available as confidential channels as a first contact should the employee not wish to invoke other normal channels for support, such as through Human Resources (HR), Welfare, or their Manager, in the first instance. The Women in Fire and Emergency New Zealand (WFENZ) Network is also a potential first contact for support. However, in order to facilitate leave and support, the employees' immediate manager will however need to receive and consider the request in order to facilitate the necessary response.

17. Paearu Mahi

17.1 The parties recognise the ongoing commitments in relation to engagement over the development of the TCF now known as Paearu Mahi and the commitments made in relation to what was to occur once FENZ (the National Commander) has made final decisions on the TCF/Paearu Mahi policies. Those commitments are repeated below:

17.2 FECA and FENZ will meet to discuss and identify any impact on

- Existing terms and conditions contained in the CEA, and
- The ongoing employment of anyone who holds the rank of Assistant-Commander or Commander,

that follows from the implementation of the above policies.

17.3 The parties agree to enter into a negotiation for a variation to the terms of the CEA to address any identified and agreed impact on existing terms and conditions, or ongoing employment, that follows from the above discussion. Variations may be required for the transitional cohort or the non-transitional cohort. Any such required negotiations proceed in good faith recognising the parties commitment to the TCF/Paearu Mahi. The negotiations will not preclude the implementation of the TCF/Paearu Mahi but will recognise the importance of resolving any outstanding issues relating to the impacts identified. Those appointed after the ratification, i.e. the non-transitional cohort, will be made aware, by way of their letter of appointment, of their individual requirement to complete Paearu Mahi Phase Two.

17.4 Employees who hold transitional rank as a result of the Confirmation of Relevant Experience (CORE) process and are therefore part of phase one, and who are within 2 years of retirement at the date of ratification, may choose not to be put through the TCF/Paearu Mahi processes and instead continue to operate on the basis of their transitional rank under CORE until retirement on the agreed date. In such cases, a retirement date will be agreed and a sunset provision apply to their transitional rank, expiring as at the agreed retirement date. For the avoidance of doubt, where a member reaches the agreed retirement date and subsequently chooses to not retire, they will be required to complete Paearu Mahi Phase One.

17.5 For Phase One the parties agree the following:

The high-level concept for phase one is to provide for the unique circumstances of those employed under Tranche two and the period since. It recognises the existing operational skills and experience that individuals brought into their FENZ roles. Phase one will be designed in conjunction with input from FECA representatives to achieve an outcome whereby assurance is provided to the National Commander that all

members are capable and competent in incident command at the level commensurate with the ranks of commander and assistant commander.

The design will be based on the Paearu Mahi Competency Framework and delivered based on the Tactical and Strategic Command courses previously delivered in-house by NZFS, including simulation and will ensure appropriate feedback and learning support systems are provided where further learning is considered necessary. This is considered to be assessment on a no-fail basis. The design may include pre-course work for those who wish to undertake more comprehensive preparation. Members may elect to undertake a process leading to capability across all command disciplines or, elect to undertake a process focussed on their heritage environment only.

Nothing in phase one precludes members from engaging in future currency assessments as will be described in future policy determined through the Paearu Mahi consultative process.

Special provision will be made for FECA members who anticipate retiring within two-years of the implementation of phase one. These members will not be expected to complete phase one provided they do retire within two-years. Where a member chooses this option, and then reverses that decision, they will be required to complete phase one as soon as practicable.

18. Sexual Harassment Claims

18.1 Effective from 13 June 2023 the time within which a personal grievance related to sexual harassment can be raised is 12 months from the time the sexual harassment events happened or came to the notice of the employee.

19. Term of Agreement

19.1 The parties agree to a term through to October 1 2025 with pay and conditions effective as follows:

- Increases resulting from job evaluation to be reflected in the 2023 increased market rates to apply from 1 July 2023 including GM/CRM increase to grade 18 and the DM change to Operations market rates
- Addition of 2.5% allowance for geographically based GM and DM roles in recognition of the significant additional out of hours work and responsibilities attributed to such roles to apply from 1 July 2023
- A 3% allowance for ComCens Managers and Ops Managers to apply from 1 July 2023

- Insurance reimbursement available in respect of the 2024 year to 20 June 2024 and following years unless replaced by and alternative scheme
- Base line health check reimbursement of \$250 per year or \$500 biennially available in respect of the years ending 30 June 2024 and following
- All other terms to be applicable from the date of ratification of the agreement

20.

20.1 The parties agree that, on ratification, a one-off payment of \$5,200 will be made to each individual who was FECA member at the time of offer (6th October 2023) and is covered by the agreement at the time of ratification, excluding those in roles of Community Risk Manager, Group Manager and District Manager. This is in recognition that a number of claims put forward on their behalf have not been otherwise addressed in this settlement. This amount is before tax, and it not superable.

| | |
|---------------|----------------|
| Version | Final |
| Last reviewed | 9 October 2023 |