

**(3027.) AUCKLAND FIRE BRIGADE EMPLOYEES.—AWARD.**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Fire Brigade Employees' Industrial Union of Workers (hereinafter called "the union") and the Auckland Fire Board (hereinafter called "the employer").

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard the employer by its representatives duly appointed, doth hereby order and award:—

That, as between the union and the members thereof and the employer, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employer, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employer shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 16th day of October, 1913, and shall continue in force until the 16th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 2nd day of April, 1914.

T. W. STRINGER, Judge.

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SCHEDULE.

*Wages.*

1. The following shall be the minimum rates of wages payable under this award:—

(a.) Firemen: First three months' probationers, £2 5s. per week; three to nine months, £2 8s. per week; nine to twenty-one months, £2 11s. per week; over twenty-one months, £2 14s. per week.

(b.) Senior Firemen: A limited number of senior firemen may be appointed in terms of clause 8 hereof, and the rate of pay for such firemen shall be £2 17s. 6d. per week. They shall be required to pass an examination of their ability to conduct drills on the various appliances, give instruction in the adjustment and location of street and private fire-alarms, location of water-mains, &c., the instruction being conducted by the officers, and the examination by the Superintendent.

(c.) Motormen commence at £2 10s. per week, and rise by annual increments of 2s. 6d. per week, but cannot obtain a higher wage than £3 6s. per week.

(d.) The wages of all firemen and motormen at present in the employ of the Auckland Fire Board shall not be reduced.

(e.) Day Watchroom Attendants: £1 10s. per week at commencement of employment, with an annual increase of 5s. per week until £2 5s. is reached.

(f.) Married men at present in the service of the Auckland Fire Board who are not provided with quarters shall have a house-allowance of 10s. per week.

#### *Scope of Award.*

2. (a.) This award is limited to the above-mentioned employees only, and does not apply to officers of the brigade.

(b.) This award shall be subject to the provisions contained in Part V of the by-laws made under section 43 of the Fire Brigades Act, 1908, and the regulations of the Auckland Fire Board.

#### *Holidays and Leave.*

3. (a.) Annual leave shall be seven consecutive days, including Sundays, on full pay. Additional leave of seven consecutive days, including Sundays, on half-pay, if such leave be applied for. Ordinary leave every sixth day from 9 a.m. to 11 p.m.

(b.) The firemen in the watch-tower shall be granted leave from 9 p.m. till midnight on one night in each week, such night to be arranged by the Superintendent.

#### *Uniform.*

4. Firemen after the completion of probation shall be supplied free of charge with a new outfit of working-clothes as follows: One cap, two pairs sea-boots, one uniform dress-jacket, two fire-jerseys, and two pairs uniform trousers. All such articles shall be replaced when damaged by fire beyond repair, or when the Superintendent considers that they are worn out.

#### *Quarters.*

5. The existing regulations in force relating to these matters shall be incorporated with and form part of this award.

*Preference.*

6. (a.) From and after the coming into operation of this award all permanent employees shall, within one month of becoming permanently employed, become members of the union.

(b.) The entrance fee shall not exceed 5s., and subscriptions shall not exceed 6d. per week.

(c.) It shall be a condition of employment of permanent employees that such employees shall join the union as hereinbefore prescribed, and remain members of the union while they are in the brigade and are competent to become members of the union.

(d.) If any employee joining the brigade shall neglect to become a member of the union within the time specified he shall be dismissed.

(e.) If any person who has already joined the union, or who shall pursuant to the provisions of this award join the union, shall voluntarily and of his own motion resign from the union he shall be liable to dismissal, and shall receive notification from the Superintendent that he is so liable, and that unless he joins the union within one week from the date of service of the notice his employment shall cease on the expiry of one week.

*Prohibition against Affiliation with Labour Organizations.*

7. The union shall not affiliate with or have any connection or dealings with any federation or trade-union, or any other industrial organization of workers, or any outside body of workers. If the union commits a breach of this clause this award shall immediately cease and determine and become void and of no effect.

*Promotion.*

8. Promotions shall take place from the employees in the brigade at the time a vacancy occurs, and shall be determined by the Board on the recommendation of the Superintendent. In all cases seniority, capability, suitability, and record shall be taken into consideration.

*Term of Award.*

9. This award shall come into force as from the 16th October, 1913, and shall continue in force until the 16th October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 2nd day of April, 1914.

\_\_\_\_ T. W. STRINGER, Judge.

**MEMORANDUM.**

This award (with the exception of the preference clause) is based upon the recommendation of the Conciliation Council, which the parties agreed to accept. With regard to the preference clause, we have, owing to the exceptional nature of the employment, allowed this in the form agreed to by the Wellington industrial agreement.

T. W. STRINGER, Judge.