

(5349.) DUNEDIN FIRE BRIGADES' EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Dunedin Fire Brigades' Employees' Industrial Union of Workers (hereinafter called "the union") and the Dunedin Fire Board (hereinafter called "the employer" or "the Board").

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 13th day of May, 1919, and shall continue in force until the 13th day of May, 1921, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 19th day of August, 1919.

T. W. STRINGER, Judge.

SCHEDULE.

Wages.

1. (a.) Probationer, £2 15s. per week; third-class fireman, £3 per week; second-class fireman, £3 5s. per week; first-class fireman, £3 10s. per week; senior fireman, £3 12s. 6d. per week.

(b.) Motor-drivers shall receive 2s. 6d. per week in addition to the above rates of wages.

(c.) Definition of above workers: A "probationer" is one serving a probationary period of three months. A "third-class fireman" is one who has served not less than three months. A "second-class fireman" is one who has served not less than twelve months. A "first-class fireman" is one who has served not less than two years. A "senior fireman" is one who is appointed to that position by the Superintendent after having passed the necessary examinations.

(d.) Married men who are not provided with quarters shall be granted a house allowance of 14s. per week.

Holidays and Leave.

2. (a.) Each man shall be allowed leave for twenty-four hours from 7.30 a.m. in every six days, but may, if he desires for any special purpose to do so, be permitted to change his leave-day provided he makes his request in writing at least twenty-four hours previously to the Superintendent or to such officer of the brigade as the Superintendent may appoint, and can agree with some other Fire Board employee, approved of by the Superintendent, to substitute him in such change of leave. The granting of any application for change of leave-day shall be at the discretion of the Superintendent absolutely.

(b.) In addition each man shall be allowed holidays on full pay as follows: Men with one year's service, seven days; two years' service, ten days; three years' service, fourteen days. This annual leave to be taken at such time as may be suitable to the Superintendent.

(c.) Provided that in cases of emergency men may be employed on this weekly holiday, such forfeited leave to be made up subsequently.

Termination of Employment.

3. Fourteen days' notice of termination of employment shall be given by either side. This clause shall not prevent the employer from summarily dismissing an employee for wilful misconduct.

Uniform.

4. Firemen after completion of probation shall be supplied free of charge with a new outfit of working-clothes as follows: One cap, two pairs of boots, one uniform dress jacket, one fire-tunic, two fire-jerseys, and two pairs of uniform trousers. All such articles shall be kept in repair by the Board, and shall be renewed when damaged by fire beyond repair or when considered necessary by the Superintendent.

Quarters, Bedding, &c.

5. (a.) The Board shall supply bedding, blankets, and bed-linen, and provide for the washing thereof; and the Board shall supply and install an up-to-date fumigating plant, and all bedding, uniforms, and boots shall be properly fumigated, and all blankets be thoroughly washed before being again served out.

(b.) It shall be the duty of the Board to provide for the station mess all eating and cooking utensils, which shall be the property of the Board. Damage, other than fair wear-and-tear, to be made good by the mess.

(c.) The Board shall contribute to the mess an allowance of £1 per week.

(d.) The existing regulations in force relating to quarters and allowance shall be incorporated with and form part of this award.

Preference.

6. (a.) From and after the coming into operation of this award all employees coming within the scope of this award 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 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 again within one week from the date of service of the notice his employment shall cease on the expiry of the week.

Under-rate Workers.

7. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability

it may be fixed for such longer period as such Inspector or other person shall think fit.

(c.) Notwithstanding the foregoing it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d.) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of the employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Award.

8. This award is limited to the above-mentioned employees only, and shall not apply to the officers of the brigade.

Term of Award.

9. This award shall come into force as from the 13th day of May, 1919, and shall continue in force until the 13th day of May, 1921.

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 19th day of August, 1919.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept, with a slight modification of clause 2 which was agreed upon by the parties at the hearing.

T. W. STRINGER, Judge.
