

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(8196.) 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 undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Dunedin Fire Board, Central Fire-station, Cumberland Street, Dunedin.

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 such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, 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 employers and upon each and every of them, 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 employers and each and every of them 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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 5th day of May, 1927, 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 affixed, and the Judge of the Court hath hereunto set his hand, this 14th day of May, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Wages.

1. (a.) Probationers, £3 7s. per week ; third-class fireman, £3 12s. per week ; second-class fireman, £3 17s. per week ; first-class fireman, £4 2s. per week ; senior fireman, £4 4s. 6d. per week.

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

(c.) Motor-drivers competent to execute running repairs and required to perform same shall receive a further sum of 2s. 6d. per week.

(d.) Definition of 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.

(e.) Married men who are not provided with quarters shall be granted a house allowance of 15s. per week.

(f.) Married men not provided with quarters who are unable to go home to meals shall be granted an allowance of £1 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.

(b.) In addition, each man shall be allowed annual holidays on full pay as follows: After completion of one year's service, fourteen days ; after completion of five years' service, twenty-one days. The annual leave shall be taken at such time as may be suitable to the Superintendent.

(c.) Provided that in cases of emergency men may be employed on the 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 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, shall 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.

(e.) The Board shall make an allowance of £5 per annum each to the out-stations at South Dunedin and Roslyn, to be paid in like manner to that in which the allowance of £25 per annum to the brigade as a whole is made.

Preference.

6. (a.) From and after the coming into operation of this award all employees coming within the scope of this award shall, within fourteen days of becoming 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 an 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 the service of the notice his employment shall cease on the expiry of the week.

Matters not provided for.

7. Any dispute in connection with any matter not provided for in this award shall be settled between the Fire Board and the secretary or president of the union, and in default of any agreement being arrived at, then the dispute shall be referred to the Inspector of Awards, who may either decide the same or refer the matter to the

Court. Either party, if dissatisfied with the decision of the Inspector, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Under-rate Workers.

8. (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 an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Award.

9. This award shall apply only to the parties named herein, and shall not apply to the officers of the brigade.

Term of Award.

10. This award in so far as it relates to wages shall be deemed to have come into force on the 5th day of May, 1925, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 5th day of May, 1927.

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 14th day of May, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendations of the Conciliation Council, which the parties agreed to accept. The Court is not responsible for the wording of the preference clause.

[L.S.]

F. V. FRAZER, Judge.
