

(10072.) WANGANUI FIRE BRIGADE EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the Wellington Fire Brigades' Employees' Industrial Union of Workers (hereinafter called " the union ") and the under-mentioned persons, firms, and companies (hereinafter called " the employers ") :—

The Wanganui Fire Board, Wanganui.

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 31st day of March, 1932, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath heretofore been affixed, and the Judge of the Court hath hereunto set his hand, this 2nd day of April, 1931.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Wages.

1. The minimum rate of wages shall be—		Per Week.	
		£	s. d.
Probationers .. .. .	.. .. .	3	7 0
Third-class firemen .. .. .	.. .. .	3	10 0
Second-class firemen .. .. .	.. .. .	3	12 6
First-class firemen .. .. .	.. .. .	3	17 6
Senior firemen .. .. .	.. .. .	4	0 0
First-class motormen .. .. .	.. .. .	4	10 0
Second-class motormen .. .. .	.. .. .	4	5 0
Third-class motormen .. .. .	.. .. .	4	2 6
Watchroom attendant .. .. .	.. .. .	2	5 0

No worker now in receipt of a higher rate of pay shall have his wages reduced by reason of the reductions effected by this clause.

Definition of Workers.

2. (a) A "probationer" shall mean a worker serving a probationary period of three months.

(b) A "third-class fireman" shall mean a worker who, having passed his probationary period, is deemed qualified by the Superintendent to be classed as such.

(c) A "first-class" and a "second-class" fireman, and a "senior fireman," respectively, shall mean a worker who, having passed the necessary examinations, has been appointed such by the Superintendent.

(d) A "first-class," a "second-class," and a "third-class" motorman respectively shall mean a worker who, having passed the necessary examinations, has been appointed such by the Superintendent.

Watchroom Attendants.

3. (a) Watchroom attendant may be called on to assist at fires at such times as the Superintendent may determine.

(b) When necessary, any worker may be required to perform watchroom duty.

Quarters.

4. The existing regulations in force relating to married men's quarters and single men's quarters and mess shall continue to operate and be observed.

Meals when on Relieving Duty.

5. Where a man on relieving duty has to get a meal outside his own station, the sum of 1s. 6d. shall be paid to the worker on that account.

Hours of Work and Drills.

6. (a) The hours of work and drills shall be as follows: From 7 a.m. to 8 a.m.; 9 a.m. to 12 noon; 1 p.m. to 2.30 p.m. Roll calls to be from 7 a.m. to 9 a.m., and not later than 9 p.m. Provided that any worker may be required to perform such necessary cleaning-work on plant and fire-motors as the Superintendent may direct after returning from any fire call.

(b) Provided further that if at any time during the currency of the award the majority of the workers are of opinion that the work and drills could be satisfactorily carried out at periods other than those aforementioned they may make a recommendation to the Board to that effect. Should the Board not agree to the recommendation, then and in such case the matter may be dealt with under the provisions of clause 15 hereof.

(c) The employees covered by this agreement may be called upon by the Superintendent to drill with the auxiliary firemen at any time.

Leave of Absence.

7. Each worker shall be allowed leave of absence without deduction from pay as follows: Eighteen hours' leave commencing at 6 a.m. and ending at 12 midnight on every fifth day: Provided that in cases where an emergency prevents such leave being given, the leave shall be made up to the worker subsequently.

Annual Holiday.

8. (a) Each worker on completion of each year of continuous service (based on the date on which his employment commenced) shall be granted an annual holiday, without deduction from pay, as follows:—

- (i) Fourteen consecutive days (inclusive of Sundays).
- (ii) Also the day upon which the worker leaves for his holiday and the day of his return.

(b) Such leave shall be given and taken at a time to be determined by the Superintendent, and as soon as reasonably practicable after the date of such holiday becoming due.

(c) Payment of wages covering holiday period shall be made prior to the worker going on leave, provided the worker shall have previously accounted to the Superintendent for all his uniform outfit the property of the employer.

Uniform.

9. (a) On commencing employment each worker shall be supplied by the employer, free of cost to the worker, with a thoroughly sterilized and clean outfit of working-clothes, comprising one peak cap, one pair regulation fire-boots, one fire-tunic, two pairs uniform trousers, and one fire-jersey.

(b) Immediately upon expiry of the probationary period a complete clean outfit, in good order, comprising two working-tunics, two pairs knee-boots, two pairs uniform trousers, one jersey, and one peak cap, shall be supplied by the employer.

(c) Each worker shall be supplied with a new issue of the above-mentioned articles at such times as the Superintendent deems necessary.

(d) All articles comprising the outfit shall be and remain the property of the employer, and shall be kept clean and, except as to fire-boots, in thorough repair by the worker. The employer shall renew any articles which in the opinion of the Superintendent have been damaged beyond repair, save as provided in subclause (f) hereof.

(e) A kit-inspection shall be held at such times as the Superintendent may determine.

(f) Workers may be required to replace any articles not accounted for by the worker at any time, or damaged by other means than fair wear and tear.

(g) The Superintendent shall see that each worker has two pairs of fire-boots at all times.

(h) Articles replaced by new issues shall be returned to the Superintendent.

Beds and Bedding.

10. Each worker shall be supplied by the employer with a bed, mattress, pillow, three blankets, two sheets, and one quilt, which shall be and remain the property of the employer, and shall be kept clean and in good repair by the worker. One pillow-case and one sheet shall be issued clean each week, and one clean quilt as often as the Superintendent deems necessary. A worker may be required to replace any articles not accounted for by him or damaged by other means than fair wear-and-tear.

Deduction from Wages.

11. Subject to the provisions of the Workers' Compensation Act, the employer shall be entitled to make a rateable deduction from the wages and allowances of any worker for time lost through accident to or sickness or default of the worker.

Termination of Employment.

12. Seven days' notice of termination of employment shall be given by either side, but this provision shall not prevent an employer at any time from summarily dismissing a worker for misconduct or other good cause.

Sunday and Statutory Holidays.

13. It is agreed that on Sunday and statutory holidays no routine work, other than sweeping out the station, dusting engines, and any necessary work that may be required to engines or plant returning from a fire call on Sundays or statutory holidays, shall be performed.

Visitors' Hours.

14. The existing regulations in force relating to visiting-hours shall continue to operate and be observed.

Disputes.

15. Any dispute in connection with any matter not provided for in this award shall be settled between the Fire Board and the secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner or such other person as the parties may agree to, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner or such other person as may be agreed on, 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.

Preference.

16. (a) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 9d. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post to his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Under-rate Workers.

17. (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.

18. This award shall extend to and bind the parties named herein.

Term of Award.

19. This award in so far as it relates to wages shall be deemed to have come into force on the 12th day of January, 1931, 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 31st day of March, 1932.

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, 1931.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.
