

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(10792.) DUNEDIN FIRE-BRIGADES MEN.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 2nd day of April, 1935, between the Dunedin Metropolitan Fire Board, Dunedin (hereinafter called "the employer"), of the one part, and the Dunedin Fire Brigades Employees' Industrial Union of Workers (hereinafter called "the union") of the other part, witnesseth that it is hereby mutually agreed between the employer and the union as follows:—

SCHEDULE.

Wages.

1. (a) The following shall be the minimum rates of wages:—

			Per Week.		
			£	s.	d.
Probationers	..	..	3	9	6
Third-class firemen	..	..	3	14	6
Second-class firemen	..	..	3	19	6
First-class firemen	..	..	4	9	6
Senior firemen	..	..	4	10	0

- (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 firemen" 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.

(g) On completion of five years' service all men on becoming married shall become entitled to the allowances mentioned in subclauses (e) and (f) hereof.

(h) The rates of wages prescribed in this clause shall be subject to a reduction of 50 per cent. of the reduction imposed by the General Order of the Court of Arbitration, dated the 29th day of May, 1931.

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: On completion of one year's service, fourteen days; on completion of two years' service, fourteen days; thereafter 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 their weekly holiday, such forfeited leave to be made up subsequently.

(d) Payment for holiday leave shall be made prior to commencing the holiday term.

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, on being engaged, shall be supplied free of charge with an outfit of working-clothes as follows: One cap,

two pairs of boots, one uniform dress-jacket, one fire-jersey, and two pairs of undress trousers; one waistcoat to be supplied every second year, one fire-tunic every third year, and one pair of trousers and one pair of boots annually. 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 and Bedding.

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 agreement.

(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 agreement employees coming within the scope of this agreement 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 agreement 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.

(f) The provisions of this clause shall be operative if and so long only as the union remains unaffiliated or not associated in any manner whatsoever with any outside industrial or labour organization, incorporated or otherwise, other than one covering fire-brigade employees only and similarly unaffiliated or not associated with any such outside organization.

Matters not provided for.

7. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer and the secretary or president of the union, and in default of any agreement being arrived at, then such 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 agreement 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 Agreement.

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

Term of Agreement.

10. This agreement shall come into force on the 2nd day of April, 1935, and shall continue in force until the 2nd day of April, 1937.

Signed on behalf of the Dunedin Metropolitan Fire Board—

[SEAL.]

S. B. MACDOWALL.
JOHN WILSON.

In the presence of—J. T. Hamann.

Signed on behalf of the Dunedin Fire Brigades Employees' Industrial Union of Workers—

[SEAL.]

J. CRAIG.
D. NIVEN.

In the presence of—J. Robinson.
