

(11353.) PALMERSTON NORTH 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 undermentioned Board (hereinafter called "the employers") :—

The Palmerston North Fire Board, Palmerston North.

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 2nd day of November, 1937, 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 hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 5th day of November, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Wages.

1. (a) The following shall be the minimum rates of wages (not including housing or other allowances prescribed in this award) :—

	Per Week.		
	£	s.	d.
Probationer firemen	3	5	0
Third-class firemen	3	7	6
Second-class firemen	3	19	6
First-class firemen	4	9	6
Senior firemen	4	10	0
Mechanic	4	12	6

(b) Watchroom attendants shall be paid not less than 15s. per week as from the commencement of service, with half-yearly increases of 5s. per week until £2 10s. per week is reached. No worker now in receipt of a higher rate of pay shall have his wages reduced by reason of any reduction effected by this clause.

Definition of Worker.

2. (a) A "watchroom attendant" is a worker engaged to carry out the duties of attending watchroom business.

(b) A "probationer fireman" is a worker serving a probationary period of three months before appointment to the permanent staff.

(c) A "third-class fireman" is a worker who has completed a probationary period, and, having passed the necessary oral examinations, has been appointed as such by the Superintendent.

(d) A "second-class fireman" is a worker who has completed two years' service, and, having passed the necessary examinations, has been appointed as such by the Superintendent.

(e) A "first-class fireman" is a worker who has completed three years' service, and, having passed the necessary examinations, has been appointed as such by the Superintendent.

(f) A "senior fireman" is a worker who, after having reached the rank of first-class fireman, has been appointed as such by the Superintendent.

(g) In cases where equivalent permanent service has been performed in any other brigade, such service may be accepted for the purpose of arriving at term of service as specified above.

(h) All appointments shall be subject to strict medical examination before entry, and periodically during service as the Superintendent may require.

(i) Married men who are not provided with living-quarters shall be granted an allowance of £1 per week.

(j) In stations where there is no mess, single men shall be paid 5s. per week extra.

(k) Where a man is employed on relieving duty and has to get a meal outside of the station at which he is employed, he shall be paid the sum of 1s. 6d. per meal in each case.

Ordinary Leave of Absence.

3. (a) Each worker shall be allowed leave of absence without deduction of pay as follows: Twenty-four hours continuous leave commencing at 9 a.m. every fifth day: Provided that in cases where an emergency—i.e., fire duty or sickness—prevents such leave being given, such leave to be made up to the worker subsequently.

(b) Workers may, with the permission of the Superintendent first obtained, change leave between themselves.

Extended Leave.

4. (a) Each worker, on completion of six months' continuous service (based on the date on which his employment commenced), shall be granted holidays without deduction of pay as follows: Fourteen consecutive days (inclusive of Sundays).

(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 holidays becoming due. Payment of wages covering holiday periods shall be made prior to workers going on leave: Provided workers shall have previously accounted to the Superintendent for all uniforms and outfit, which are the property of the employer.

Uniform.

5. (a) On commencing employment each worker shall be supplied by the employer, free of cost, with a thoroughly clean and sterilized outfit of working-clothes, comprising 1 peak cap, 1 pair of regulation fire boots, 2 fire tunics, 1 dungaree shirt, 2 pairs of uniform trousers, a galatea and vest, 1 fire jersey.

(b) On expiry of the probationary period a complete new outfit, comprising the above-mentioned articles, shall be supplied by the employer, provided that a new outfit has not already been supplied.

(c) 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 (e) hereof. In addition a boot allowance of £1 1s. per year shall be paid.

(d) A kit inspection shall be held once in every three months, and at such other times as the Superintendent may determine.

(e) A worker may be required to replace any articles issued to him and not accounted for, or that are damaged by any other means than fair wear and tear.

(f) Articles that are replaced by new issues shall be returned to the Superintendent if required; but if not required they shall cease to be a responsibility on the worker.

(g) An adequate supply of hot water shall be available for toilet purposes at all reasonable hours.

Beds and Bedding.

6. Each unmarried worker shall be supplied by the employer with three blankets and one rug, which shall remain the property of the employer, and shall be kept clean and in good repair by the worker. One pillow-slip and two sheets shall be issued clean each week. A worker may be required to replace any article not accounted for by him or damaged by other means than fair wear and tear.

Quarters.

7. 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.

Cook.

8. In stations where there is no cook single men shall be paid 5s. per week extra.

Daily Routine.

9. (a) Daily routine as at present.

With the exception of urgent work, such as repairs to engines and work connected with fire duties, all routine work shall finish at 1 p.m.

(b) Saturday: Routine same as daily, but to finish at 12 noon.

Salvage Duties.

10. Payment for salvage duty shall be at the direction of the Fire Board.

Sickness.

11. Whenever a member by sickness is rendered unfit for duty, he shall be paid full pay during the first fourteen days, and at its expiration the Board shall review each case on its merits, with a view to extending such pay for a further period.

Reports.

12. Where any member of the brigade may be the subject of a report by a superior officer, such brigade member shall comply with requirements as set out in the proposed Brigade By-laws.

Disputes.

13. Any dispute arising out of any matter not provided for in this award, and which has been previously discussed by the union with the Superintendent, shall be settled between the Chairman of the Palmerston North Fire Board and the secretary of the union, and, in default of any agreement being arrived at, such dispute shall be referred to the Conciliation Commissioner for settlement. Failing to arrive at a satisfactory settlement, the matter shall be referred to the Court of Arbitration for final settlement.

Termination of Employment.

14. Fourteen days' notice of termination of employment shall be given on either side, but this provision shall not restrict the employer at any time from summarily dismissing a worker for misconduct or conduct prejudicial to good order and discipline, or other good cause.

Under-rate Workers.

15. (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.

Workers to be Members of Union.

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in the industry to which this award relates any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Scope of Award.

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

Term of Award.

18. This award, in so far as it relates to wages, shall be deemed to have come into force on the 2nd day of November, 1936, 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 2nd day of November, 1937.

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 5th day of November, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matters referred to the Court related to membership of the union and under-rate workers. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

E. PAGE, Judge.