

**CHRISTCHURCH FIRE BRIGADE EMPLOYEES.—AWARD.**

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Christchurch Fire Brigade Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Board (hereinafter called "the employers") :—

The Christchurch Fire Board, Christchurch.

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 30th day of April, 1938, 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 16th day of June, 1937.

[L.S.]

\_\_\_\_ P. J. O'REGAN, Judge.

#### SCHEDULE.

##### *Maintenance Duty.*

1. Maintenance duty and drills at station shall be as follows:—

Mondays to Fridays—7 a.m. to 8 a.m., 9 a.m. to 12 noon,  
1 p.m. to 2.30 p.m.

Saturdays—7 a.m. to 8 a.m., 9 a.m. to 12 noon.

Sundays and public holidays—8.30 a.m. to 9.30 a.m.

Provided that men may be required at the discretion of the officer in charge to carry out urgent work outside these hours.

##### *Meal-money.*

2. The Fire Board shall pay the sum of 1s. 3d. for a single meal, or 3s. a day for men on relieving duty who have meals outside their own station, such payment to be made to the mess fund at the relieving-station.

##### *Leave of Absence.*

3. Each worker shall be allowed leave of absence without deduction of pay as follows: Twenty-four hours' leave commencing at 8 a.m. on every fourth day: Provided that, in cases

where an emergency prevents such leave being given, it shall be given to the worker as soon as reasonably practicable thereafter. If a worker desires for any special purpose to change his leave-day, provided he makes his request to the superintendent in writing at least twenty-four hours previously, and provides to the satisfaction of the superintendent a substitute of similar ranking, such leave shall be granted.

#### *Definition of Worker.*

4. (a) A "probationer fireman" is a worker serving a probationary period of three months. A "third-class fireman" is a worker who has completed the probationary period and not otherwise classified hereunder. A "second-class fireman," a "first-class fireman," and a "senior fireman" respectively, is a worker who, having passed the necessary examinations has been appointed such by the superintendent. In the event of a probationer fireman not passing the examination, he shall be given another chance as a probationer fireman, and should he fail again he shall be considered unfit for the Board's service.

(b) The superintendent shall have authority to engage specialists—*i.e.*, drivers and mechanics, at the appropriate grading, subject in all cases to a three months' probationary period.

(c) All appointments shall be subject to strict medical examination.

#### *Wages.*

5. The minimum rates of wages to be paid to the several classes of firemen shall be as follows:—

		Per Week.		
		£	s.	d.
(a)	Probationer firemen	..	..	3 17 0
	Third-class firemen	..	..	4 1 0
	Second-class firemen	..	..	4 5 0
	First-class firemen	..	..	4 14 6
	Senior firemen	..	..	4 15 0
	Firemen motor mechanic drivers	..	..	5 5 0

(b) In addition to the above rates of wages motor-drivers and the carpenter shall be paid 2s. 6d. per week.

(c) Married first-class firemen or higher ranks who have had not less than three years' permanent service and who are not provided with quarters shall be granted the house-allowance of £1 per week.

(d) Married men provided with quarters shall be allowed a firing-allowance of £1 and a lighting-allowance of 4s. 6d. per calendar month.

*Promotion.*

6. The appointment of deputy-superintendent and officers shall be made by the Board on the recommendation of the superintendent either by promotion of officers or men in the Board's service or by engagement of men not heretofore in the service of the Board. Promotion to rank above that of first-class fireman shall not necessarily be by seniority.

*Holidays.*

7. Every member of the brigade shall receive the following holidays on full pay:—

(a) Each worker shall be given twenty-eight consecutive days' holiday twice annually.

(b) A roster of leave shall be posted on the notice board indicating the months in which leave is due; but this may be amended as necessary by the superintendent to meet the requirements of the service after consultation with the worker.

(c) Payment for three weeks' holiday period shall be made prior to the worker going on leave.

*Uniforms.*

8. (a) On joining the brigade each member shall be supplied free of charge with a thoroughly sterilized and clean outfit of working-clothes as follows: One peak cap, one pair of fire boots, two fire tunics, one fire jersey, one blue-jean jumper, two pairs of working-uniforms trousers, one uniform undress jacket, and two pairs of walking-boots. All boots shall be kept in repair by the Board.

(b) A kit inspection shall be held once every three months and at such other times as the superintendent may determine for the purpose of adjusting uniform equipment.

(c) Replacement items of uniform shall be issued at the discretion of the superintendent.

(d) All articles of uniform shall be kept clean, and, except as to footwear, in repair by the worker. The employer shall renew any article which in the opinion of the superintendent has been damaged beyond repair, save as provided in subclause (e) hereof.

(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 by fair wear and tear.

(f) Articles that are replaced by new issues shall be returned to the superintendent.

(g) All uniforms shall be returned to store by the worker before going on annual leave.

*Quarters.*

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

(b) The existing regulations relating to single men's mess shall be reconsidered by representatives of the Board and the union when the new quarters are occupied.

*Drying-room.*

10. A properly equipped drying-room shall be provided.

*Bed and Bedding.*

11. Each member occupying single men's quarters shall be supplied with four blankets, one quilt, one pillow-slip, and two sheets. One pillow-slip and one sheet shall be issued clean each week.

*Accidents and Sickness.*

12. (a) Whenever a member is rendered unfit for duty by sickness or accident he shall be paid full pay during the first fourteen days in lieu of compensation for that period under the Workers' Compensation Act. At the expiration of that period the Board shall review each case on its merits.

(b) Any medical examination required shall be paid for by the Board.

*Heating.*

13. Hot water shall be provided every day for baths and heating, and provision made for washing clothes. Wash-hand basins shall be provided in married men's quarters.

*Reports, Suspensions, &c.*

14. (a) The superintendent shall give notice to any man of the intention to lay a charge against him as soon as possible after the alleged offence.

(b) If, pending an inquiry, an employee has been suspended and is exonerated, the employee shall be paid for the time so lost at ordinary rates of pay.

*Termination of Engagement.*

15. Seven days' notice of termination of engagement shall be given on either side. This clause shall not prevent the employer from summarily dismissing an employee for wilful misconduct.

*General.*

16. (a) A syllabus of examination for first and second class firemen shall be drafted and submitted to the workers.

(b) A bicycle-stand shall be erected at each station.

*Disputes.*

17. Any dispute in connection with any matter provided for in this award shall be settled between two representatives of the Board and two representatives of the union, and, in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, 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.

*Visitors' Hours.*

18. Visitors' hours shall be from 3 p.m. to 5 p.m. and from 7 p.m., to 9 p.m. on Thursdays and Sundays, and on all public holidays.

*Right of Entry.*

19. (a) The secretary or other authorized officer of the union shall be entitled to enter at all reasonable times upon the premises and there interview any workers, but not so as to interfere unreasonably with the work of the Board.

(b) The employer shall, if requested by the organizing secretary of the union, supply him with a list of names of the members of the staff.

*Workers to be Members of the Union.*

20. (a) From and after the coming into operation of this award all employees covered by this award shall become members of the Christchurch Fire Brigade Employees' Industrial Union of Workers, and it shall not be lawful for the Board to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of the union.

(b) If any employee joining the Brigade shall neglect to become a member of the union he shall be dismissed.

(c) 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 such entrance fee as the rules of the union prescribe, upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions in accordance with the rules of the union.

*Scope of Award.*

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

*Term of Award.*

22. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of May, 1937, 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 30th day of April, 1938.

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 16th day of June, 1937.

[L.S.]

\_\_\_\_\_ P. J. O'REGAN, Judge.

## MEMORANDUM.

This award embodies the recommendations arrived at by the assessors in Conciliation Council. Clause 20, requiring workers to be members of the union, does not include the proviso contained in section 18, subsection 5 (b), of the Industrial Conciliation and Arbitration Amendment Act, 1936. The parties have satisfied the Court, however, that all the workers at present employed are members of the union, and accordingly the Court has decided to insert the clause in the form agreed upon by the parties.

P. J. O'REGAN, Judge.

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