

## DUNEDIN FIRE-BRIGADESMEN.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 10th day of September, 1937, 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.

*Hours of Work.*

1. (a) Roll call on week-days shall be at 7 a.m. and 7 p.m. Roll call on Sundays and public holidays shall be at 8 a.m. and 7 p.m.

(b) Between 7 a.m. and 7.30 a.m. the men shall clean and tidy bedrooms.

(c) Meals: Breakfast shall be from 7.30 a.m. to 8.30 a.m. Dinner shall be from 12 noon to 1 p.m.

(d) Maintenance Duties and Drills:—

Monday to Friday: From 8.30 a.m. to noon, and from 1 p.m. to 2 p.m. on three days, and from 1 p.m. to 2.30 p.m. on two days.

Saturday: From 8.30 a.m. to noon.

Sundays: From 8.30 a.m. to 9.15 a.m.

Public holidays: From 8.30 a.m. to 9.15 a.m.

(e) The man on watchroom duty shall be allowed thirty minutes meal relief.

*Holidays and Leave.*

2. (a) Each man shall be allowed leave for twenty-four hours continuous from 7.30 a.m. in every four days, but may, if he desires for any special purpose so to do, 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 twenty-eight consecutive days' holiday on full pay within every six months. The 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 leave-day, but such day leave forfeited shall be subsequently made up.

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

*Definitions of Workers.*

3. 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.

*Termination of Employment.*

4. 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.

*Wages.*

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

			Per Week.		
			£	s.	d.
Probationers	..	..	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

(b) Motor-drivers shall receive 2s. 6d. per week in addition to the above rate 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) Married men who are not provided with quarters shall be granted a house allowance of £1 2s. 6d. per week.

(e) On completion of three years' service all men on becoming married shall be entitled to the allowance mentioned in subclause (d) hereof.

*Reports, Suspensions, &c.*

6. (a) The Superintendent shall give notice in writing to any man of the intention to lay a charge against him as soon as possible after the alleged offence, and such man, if he so desires, shall be entitled to be accompanied by the president or secretary of the union, and the said member shall be entitled to call any evidence in his defence.

(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.

*Uniform.*

7. (a) Firemen, on being engaged, shall be supplied free of charge with an outfit of working clothes as follows: One cap, two pairs of ankle boots, one undress tunic, one jersey, two pairs of working-trousers, one waistcoat, two fire-tunics, one oilskin coat, one denim coat, one pair of leather turn-out boots, and one smoke-scarf.

(b) In the month of November an annual issue shall be made of one pair of walking boots, one undress tunic, one jersey, and two pairs of trousers. Caps shall be issued at the discretion of the Superintendent.

(c) The issue of one waistcoat shall be every two years, and that of the fire-tunic and one pair of leather turn-out boots every three years.

(d) All such footwear shall be kept in repair by the Board, and all articles shall be renewed when damaged by fire beyond repair or when considered necessary by the Superintendent.

(e) Men shall be measured for all uniforms where stock sizes will not fit.

*Quarters and Bedding.*

8. (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. No man shall be asked to don a gas-mask or smoke-helmet after being used by another member until it has been thoroughly fumigated and dried out, except in cases of fire where their use is imperative.

(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 wear-and-tear, shall be made good by the mess.

(c) 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 in occupation.

(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.

*Accidents and Sickness.*

9. (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.

*Matters not provided for.*

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

11. (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.

*Workers to be Members of Union.*

12. (a) It shall not be lawful for the employer bound by this agreement to employ or continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement 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 agreement:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement 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 agreement 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 Agreement.*

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

*Term of Agreement.*

14. This agreement shall come into force on the 31st day of August, 1937, and shall continue in force until the 28th day of February, 1938.

Signed on behalf of the Dunedin Metropolitan Fire Board—

[L.S.]

JOHN WILSON.

E. N. FERGUSON.

In the presence of—J. T. Hamann.

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

[L.S.]

R. J. CORKIN.

G. GOLDSMITH.

In the presence of—J. Robinson, J.P.