

**WANGANUI FIRE BRIGADES EMPLOYEES.—INDUSTRIAL AGREEMENT.**

In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, and in the matter of an industrial agreement between the Wanganui Fire Board and the Wellington Fire Brigades Employees' Industrial Union of Workers.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 13th day of January, 1937, between the Wanganui Fire Board (hereinafter called "the Board"), of the one part, and the Wellington Fire Brigades Employees' Industrial Union of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the Board and the union as follows:—

**SCHEDULE.***Wages.*

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

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

(b) Motor-drivers shall be paid 2s. 6d. per week in addition to the above wages.

(c) Watch-room attendants shall be paid not less than 15s. per week as from 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 watch-room attendant is a worker engaged to carry out the duties of attending watch-room 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) 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 from 6 a.m. to 6 a.m. every fifth day: Provided that in cases where any emergency—*i.e.*, fire duty or sickness—prevents such leave being given, such leave shall subsequently be made up to the worker.

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

#### *Extended Leave.*

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

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 paid 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 Board.

#### *Uniform.*

5. (a) On commencing employment each worker shall be supplied by the Board, free of cost, with a thoroughly clean and sterilized outfit of working-clothes, comprising 1 peak cap,

1 pair of regulation fire boots, 1 pair of walking-boots, 2 fire tunics, 1 dungaree shirt, 2 pairs of uniform trousers, 1 galatea and vest, and 1 fire jersey.

Items of uniforms shall be issued only at the discretion of the Superintendent.

(b) All articles comprising the outfit shall be and remain the property of the Board, and shall be kept clean and in thorough repair by the worker, except as to fire boots. The Board shall renew any articles which in the opinion of the Superintendent have been damaged beyond repair, save as provided in subclause (d) hereof. On expiry of the probationary period a complete reasonably new outfit comprising the above-mentioned articles shall be supplied by the Board, provided that a new outfit has not already been issued.

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

(d) 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.

(e) 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.

#### *Hot Water.*

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

#### *Beds and Bedding.*

7. Each unmarried worker shall be supplied by the Board with three blankets and one rug or counterpane, which shall remain the property of the Board, and shall be kept clean and in good repair by the worker. One pillow-slip and one sheet 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.*

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

#### *Cook.*

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

*Daily Routine.*

10. (a)	Rise	..	..	..	6.45 a.m.
	Fall in	..	..	..	7 a.m.
	Breakfast	..	..	..	8 a.m.
	Routine work	..	..	..	9 a.m. to 12 noon.
	Dinner	..	..	..	12 noon to 1 p.m.
	Routine	..	..	..	1 p.m.
	Final muster	..	..	..	7.30 p.m.
	Motors run	..	..	..	9 p.m.

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

(b) Saturday: Routine same as daily, but to finish at 12 noon, provided that all routine work has been completed.

(c) Sunday:	Rise	..	..	..	7.15 a.m.
	Fall in	..	..	..	7.30 a.m.
	Breakfast	..	..	..	8 a.m.
	Dinner	..	..	..	12 noon.
	Tea	..	..	..	5 p.m.
	Final muster	..	..	..	7.30 p.m.
	Motors run	..	..	..	9 p.m.

No work to be done on Sundays, except cleaning quarters or other necessary work.

(d) All leave men on stations to be required to turn out to fire calls when bells are put down; if not required, they are to be released from duty as soon as possible.

*Salvage Duties.*

11. Payment for salvage duty shall be at the discretion of the Board.

*Breaches of Regulations, &c.*

12. For breach of regulations, orders, duty, or discipline, a worker shall be liable to suspension from duty by the Superintendent or other senior officer for the time being in charge of the brigade, or he may, at the discretion of the Superintendent or senior officer aforesaid, be fined up to but not exceeding £1 for each separate offence. During suspension, the worker suspended shall receive no pay. Any worker dealt with summarily by the Superintendent or senior officer as aforesaid shall have the right to appeal in writing to the Board, which may, if it thinks fit, reopen the case. At such hearing by the Board the worker may be accompanied by a representative.

*Disputes.*

13. Any dispute arising out of any matter not provided for in this agreement, and which has been previously discussed by the union with the Superintendent, shall be settled between the Chairman of the 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 Board 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 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 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 agreement to employ or to 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 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.*

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

*Term of Agreement.*

18. This agreement in so far as it relates to rates of wages and holidays shall be deemed to have come into force on the 5th day of October, 1936, and, in so far as all other conditions are concerned, it shall come into force on the date hereof, and continue for a period of one year.

The common seal of the Wanganui Fire Board was hereto affixed by order of the Board by and in the presence of—

[L.S.]

A. E. HALLIGAN, Chairman.  
GEORGE SPRIGGINS, Member.  
G. MURCH, Secretary.

Signed and sealed on behalf of the Wellington Fire Brigades Employees' Industrial Union of Workers—

[L.S.]

J. H. DALE, President.  
H. POPE, Member.  
H. HANTON, Secretary.