

**AUCKLAND FIRE BRIGADES' EMPLOYEES.—AWARD.**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Auckland Fire Brigades' Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned Board (hereinafter called "the employers") :—

Auckland Metropolitan Fire Board, Auckland.

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 October, 1941, 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 29th day of September, 1939.

[L.S.]

P. J. O'REGAN, Judge.

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SCHEDULE.

*Definitions.*

1. (a) A "watchroom attendant" is a worker engaged to carry out the duties of attending to 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 one year's 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 two years' service, and, having passed the necessary examinations, has been appointed as such by the Superintendent.

*Wages.*

2. The minimum rate of wages to be paid to the several classes of workers shall be:—

		Per Week.		
		£	s.	d.
<i>(a) Firemen—</i>				
Probationary firemen	.. ..	4	2	6
Third-class firemen	.. ..	4	7	6
Second-class firemen	.. ..	4	12	6
First-class firemen	.. ..	5	2	6

*(b)* A fireman-driver shall be paid 5s. per week in addition to the wage he is entitled to as a fireman as above.

		Per Week.		
		£	s.	d.
<i>(c) Watchroom attendant—</i>				
First three months (probationer)	.. ..	2	10	0
From three to nine months' service	.. ..	2	15	0
From nine to twenty-one months' service	.. ..	3	0	0
Over twenty-one months' service	.. ..	3	10	0

Provided that a worker twenty-one years of age or over shall be paid not less than £4 2s. 6d. per week, less 10s. per week if accommodation is provided by the employer.

*(d)* Married men who are not provided with quarters shall be granted a house allowance of £1 2s. 6d. per week.

*(e)* (i) A worker, when employed on relieving duty for one day at a station where there is no mess, shall be paid 1s. 6d. per day as meal-money.

(ii) A worker relieving in the case of sickness or extended leave at a station where there is no mess shall be paid at the rate of 5s. per week as meal-money.

*(f)* Firemen and motor-drivers, on completion of three years' service, shall be paid 1d. per day extra during the fourth year of service, and thereafter 1d. per day for each succeeding year of service, until a total of fifteen years' service has been completed.

*Termination of Engagement.*

3. *(a)* Fourteen days' notice of the intention to terminate the engagement shall be given by either side, failing which fourteen days' pay shall be given or forfeited, as the case may be.

*(b)* A worker who has been suspended shall have the right to be represented by the secretary of the union when the case is considered by the Board.

*Holidays and Leave.*

4. Each worker under this award shall be allowed leave without stoppage of pay as follows:—

- (a) Fourteen days' leave during each three months' continuous service.
- (b) Twenty-four hours every fourth day, commencing at 9 a.m.
- (c) Should the exigencies of the service require that the leave referred to in subclauses (a) and (b) hereof be stopped, it shall be made up as soon as possible.
- (d) Exchange of leave days between members of the staff shall be allowed in so far as the efficiency of the brigade permits, and subject to the approval of the Superintendent.
- (e) Payment for holiday leave shall be made prior to commencing the leave referred to in subclause (a) of this clause.

*Uniforms.*

5. (a) On joining the brigade each worker shall be supplied, free of charge, with a thoroughly sterilized and clean outfit of working-clothes as follows: One peak cap, one pair of sea-boots, one pair of lace-boots, one uniform undress jacket, one fire tunic, two fire jerseys, and two pairs of uniform trousers.

(b) Immediately on expiry of the period of probation, a complete new outfit as follows shall be provided: One peak cap, one pair of sea-boots, one pair of lace-boots, two fire tunics, two shirts, two pairs of uniform trousers, one undress tunic, and two pull-overs.

(c) All the articles mentioned in subclause (b) hereof shall be kept in thorough repair by the Board, and shall be replaced when worn out.

(d) A kit inspection shall be held at least once in every three months, for the purpose of adjusting the uniform equipment.

(e) On application of either party to this award, the foregoing subclauses may, by mutual agreement, be modified or rearranged.

*Beds and Bedding.*

6. The Board shall supply each worker with one mattress and pillow, three blankets, and one quilt, which shall remain the property of the Board. One pillow-slip and two sheets shall be supplied each week. The worker shall replace any article not accounted for or damaged by other than fair wear and tear. Kapok mattresses shall be supplied when mattresses are replaced.

*Special Duties.*

7. Workers when called upon for salvage work on ships or flood damage, or where special calls are made on the brigade's services to deal with escapes of noxious fumes or gases, shall be paid, provided that such work is not in connection with local authority or Government property, except when a fee is paid to the Board by the local authority or the Government:—

From 8 a.m. to 5 p.m. . . . . 3s. per hour.

From 5 p.m. to 8 a.m. . . . . 4s. per hour.

*Mess Arrangements.*

8. £3 per week shall be paid by the employer to the central mess fund as a contribution to the wages of the cook.

*Transfer.*

9. Except in special circumstances, at least seven days' notice shall be given to married workers in quarters whom it is intended to transfer to another station, and their effects shall be transferred at the expense of the Board.

*Disputes.*

10. Any matter incidental to or arising out of this award, or any matter not provided for, shall be determined by a committee consisting of two representatives appointed by each party to this award. In the event of no agreement being arrived at, the matter shall be referred to the Conciliation Commissioner for the Northern Industrial District, whose decision shall be final.

*Workers to be Members of Union.*

11. (a) It shall not be lawful for any employer bound by this award 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 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 any position or 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.*

12. This award shall apply to the parties hereto, and shall be subject to the conditions contained in the by-laws made under the Fire Brigades Act and the regulations of the Auckland Fire Board adopted by the Auckland Metropolitan Fire Board.

*Term of Award.*

13. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of July, 1939, 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 October, 1941.

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 29th day of September, 1939.

[L.S.]

P. J. O'REGAN, Judge.

MEMORANDUM.

The matters referred to the Court were wages of first- and second-class firemen and adult watch-room attendants, house allowance, holidays, term of award, and extension of the period over which the extra allowance of 1d. per day is payable to motor-drivers and firemen. These the Court has settled. Wages have been made payable retrospectively in accordance with the agreement of the parties.

My colleagues have each dissented from the foregoing award on different points. First, as to Mr. Prime's dissent, it is true that the increases in wages exceed the Court's pronouncement in the matter of weekly wages, made in December, 1937. In Dunedin and in Christchurch the parties have recently agreed on the rates now prescribed for Auckland, however, and in Wellington the rate agreed upon is only 4d. per week lower. Under such circumstances, the case for uniform wages seems conclusive, and, as I see no reason why there should not be a Dominion award for fire brigades, the uniform rate is a step in that direction.

At the hearing the employers desired an amendment to clause 2, dealing with the meal allowance, and the Court, being satisfied that the employers had agreed to subclause (e) under a misapprehension of its meaning, allowed the matter to be reopened. The parties subsequently reached an agreement, and the same has been embodied in clause 2 (e).

In reference to Mr. Monteith's comments on the wages of watchhouse attendants, the written argument of the union's advocate read at the hearing, as I understood it, did not suggest that the weekly house allowance of 10s. should be abolished, and certainly he said nothing on the point beyond the written argument. Accordingly I was (and am) unable to place on the argument an interpretation different from that which the language bears.

P. J. O'REGAN, Judge.

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DISSENTING OPINION OF MR. MONTEITH.

I dissent from this award because the rate awarded to watchhouse attendants is 10s. less than any other watchhouse attendants in other chief centres, and I certainly see no reason why for the next two years watchhouse attendants should be treated differently from those in other centres.

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DISSENTING OPINION OF MR. PRIME.

The expired award was made subsequently to the Court's pronouncements of 1937, and I see no justification for departing from the decisions then made as to rates of pay.