

DUNEDIN FIRE-BRIGADE OFFICERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Dunedin Fire Brigades' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Board (hereinafter called "the employers") :—

The Dunedin Metropolitan Fire Board, Dunedin.

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 1st day of February, 1940, 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 duly appointed delegate of the Court hath hereunto set his hand, this 25th day of October, 1939.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed delegate
of the Court of Arbitration.

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SCHEDULE.

Application of Award.

1. This award shall apply to all permanent fire-brigade officers in the employ of the Dunedin Metropolitan Fire Board, with the exception of the Superintendent and Deputy-Superintendent of the Dunedin Fire Brigade, to whom it shall not apply.

Hours of Work.

2. The hours of work shall be as follows:—

- (a) Monday to Friday: From 8.30 a.m. to noon, and from 1 p.m. to 2.30 p.m.
- (b) Saturday: From 8.30 a.m. to noon.
- (c) Sunday: From 8.30 a.m. to 9.15 a.m.
- (d) Public Holidays: From 8.30 a.m. to 9.15 a.m.
- (e) Notwithstanding anything herein contained, not more than two officers shall be assigned to station routine duty between the hours of 2.30 p.m. and 8.30 a.m. on the following day. Officers assigned to such duty shall be free from station routine duty between 8.30 a.m. and 2.30 p.m.

Salaries.

3. The minimum salaries to be paid to the officers coming within the scope of this award shall be as follows:—

			Per Week.		
			£	s.	d.
(a)	Junior station officer	6	8	0
	Senior station officer	6	15	0
	Fourth officer	7	2	0
	Third officer	7	9	0
	Mechanic	6	8	0
(b)	Where an officer is employed on duty and has to get a meal outside the station arrangements shall be made with the Superintendent for payment.				
(c)	Married officers shall be supplied with quarters or an allowance of £1 2s. 6d. per week.				
(d)	Married officers in residence, or within reasonable turn-out distance from the station as determined by the Superintendent, and connected by bell, and who hold themselves available to respond to emergency fire-calls during leave periods between the hours of 11.30 p.m. and 7.30 a.m., shall be supplied with lighting and firing, or, at the discretion of the Board, shall be paid 24s. per calendar month, such allowance shall include maintenance of electric light bulbs and shades.				
(e)	Salaries shall be paid fortnightly.				

Special Duties.

4. Officers called upon for salvage work, for which the Board receives payment, or duties where special calls are made on the brigade's services to deal with escapes of noxious gases or fumes, shall be paid a flat rate of 5s. per hour. A roster shall be kept and officers shall be sent to such work in rotation.

Uniform.

5. (a) In the month of November each year the Board shall supply to each officer the following uniform free of charge: Cap, double-breasted jacket, waistcoat, two pairs of trousers, and one pair of officer's ankle-boots.

(b) The Board shall issue to officers, free of charge, knee-boots and fire tunics when same are issued to firemen in the Board's employ.

(c) The Board shall issue, free of charge, to each officer an officer-pattern overcoat.

- (d) All uniforms 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) All uniforms shall be made to measure.

Transfer.

6. Not less than seven days' notice shall be given where an officer is under transfer. The cost of transport of effects when necessary shall be provided by the employer.

Ordinary Leave of Absence.

7. (a) Each officer shall be allowed leave of absence without deduction of pay as follows: Twenty-four hours' continuous leave commencing at 7.30 a.m. every fourth day, provided that in cases of emergency—(i.e., fire duty or sickness)—preventing such leave being given such leave shall be made up to the officer subsequently.

(b) Officers may, with the permission of the Superintendent (which permission shall not be unreasonably withheld) change leave between themselves.

Extended leave.

8. (a) Each officer within each six months' continuous service (based on the date on which his employment commenced) shall be granted holidays without deduction of pay as follows: Twenty-eight consecutive days (inclusive of Sundays), such leave to be given and taken at a time to be determined by the Superintendent. A roster indicating the day and time when leave commences shall be posted on the notice board.

(b) Payment of wages covering the holiday period shall be made prior to the officer going on leave.

Officers' Room.

9. The Board shall provide and furnish a suitable room for the use of the officers of the brigade.

Sickness.

10. (a) When an officer is rendered unfit for duty as the result of an accident he shall be paid full wages during the first fourteen days of his incapacity in lieu of the compensation provided by the terms of the Workers' Compensation Act. In the case of sickness he shall be paid full wages during the first fourteen days of such incapacity, and at the expiration of that time the employer shall review the case with the object of extending payment for a further period.

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

Reports.

11. An officer having been reported to the Superintendent for any matter arising out of his employment shall have a right to a copy of the report and to receive three days' notice, if he so desires, before being paraded and to have a representative of the union to accompany him when paraded before the chief officer.

Termination of Employment.

12. Twenty-eight days' notice of termination of employment shall be given by either side, but shall not prevent the summary dismissal or suspension of an officer for misconduct or conduct prejudicial to good order and discipline: Provided that such officer may appeal to the Board for consideration and may have the assistance of a representative of the union.

Matters not provided for.

13. Any dispute in connection with any matter not provided for in this award shall be settled between the employer and the president or secretary of the union, and in default of any agreement being reached, then such dispute shall be referred to the Conciliation Commissioner for the district, 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 fourteen days after such decision has been communicated to the party desiring to appeal.

Workers to be Members of Union.

14. (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.)

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.

Scope of Award.

16. This award shall apply to the parties named herein.

Term of Award.

17. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of August, 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 1st day of February, 1940.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the duly appointed delegate of the Court hath hereunto set his hand, this 25th day of October, 1939.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed delegate
of the Court of Arbitration.

MEMORANDUM.

This award applies to permanent fire-brigade officers in the employ of the Dunedin Metropolitan Fire Board.

The only matter left for decision by the Court related to wages, the other matters in dispute being settled in Conciliation Council along the lines of agreements in existence in the other main centres. It may be mentioned that this is the first occasion upon which a dispute relating to fire-brigade officers has come before the Court. Conditions and salaries of fire-brigade officers were first arranged in Wellington between the Wellington Fire Board and its officers in February last, and these were embodied in an agreement under the Labour Disputes Investigation Act, which is recorded in Book of Awards, Vol. XXXIX, p. 23. Similar agreements have since been made in Auckland and Christchurch, the wages and conditions in each case being the same. It was submitted by the Board that, having regard to the nature of the work and the valuable privileges that are granted, the standard of wages set by the agreements in the other centres is too high, and the Court was asked to take into consideration the salaries paid to officers and executives in Government and other local-body services and to fix wages on a basis comparable therewith. The applicant union claimed wages in accordance with those in operation in the other centres.

In his memorandum to the Auckland Fire-brigade Employees' award, issued in September last, which covers fire-brigade employees other than officers, His Honour Mr. Justice O'Regan stressed the desirability of uniformity of wages in the industry and recommended a Dominion award.

He said: "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." The Court, in effect, has decided that the work of fire-brigade employees (other than officers) is of the same character and value in each of the four centres, and as it has not been shown that the duties and responsibilities of the Dunedin officers are less onerous than those of officers in the other centres, it seems reasonable, particularly in view of the Court's desire for uniformity, that the Dunedin officers should be awarded the same rates as are being paid by agreement of the parties to similar workers in such other centres. The rates have accordingly been fixed in conformity with the rates in operation in Auckland, Wellington, and Christchurch, and have been made payable retrospectively by agreement of the parties.

J. A. GILMOUR, Stipendiary Magistrate.