

DUNEDIN FIRE BRIGADES' EMPLOYEES.—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") :—

Dunedin Metropolitan Fire Board, Castle Street,
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 from the 24th day of June, 1940, and shall continue in force until the 31st day of December, 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 Judge of the Court hath hereunto set his hand, this 21st day of June, 1940.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Application of Award.

1. This award shall apply to workers employed in connection with fire-fighting as provided for herein.

Definitions.

2. 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. A "watchroom attendant" is a worker engaged to carry out the duties of attending to watchroom business.

Hours of Work.

3. (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.

4. (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.

Termination of Employment.

5. Fourteen days' notice of termination of employment shall be given on either side, but this shall not prevent the summary dismissal or suspension of a worker for misconduct or conduct prejudicial to good order and discipline: Provided that such worker may appeal to the Board for consideration and may have assistance of a union representative.

Wages.

6. The following shall be the minimum rates of wages:—

	Per Week.		
	£	s.	d.
(a) Watchroom attendant—			
First three months	2	10	0
From three to nine months' service	2	15	0
From nine to twenty-one months' service	3	0	0
From over twenty-one months' service	3	10	0
After adult age is reached	4	2	2
(b) Firemen—			
Probationer firemen	4	2	6
Third-class firemen	4	7	6
Second-class firemen	4	12	6
First-class firemen	5	2	6
Senior firemen	5	5	0

(c) A fireman-driver who has been authorized by the Superintendent to drive a fire-engine shall be paid 5s. per week in addition to the wage he is entitled to as a fireman in accordance with classification, and shall do running repairs when required. If a fireman-driver is required to do running repairs after 2 p.m., he shall be paid a further 2s. 6d. for that 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 two years' service all men on becoming married shall be entitled to the allowance mentioned in subclause (d) hereof.

(f) Married men in residence, or within a 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.

(g) 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 extra for each succeeding year of service until a total of fifteen years' service has been completed.

Firemen in Charge of Stations.

7. Whenever a fireman is required to relieve for a period of one week or more in a position which carries a higher wage than he is receiving such worker shall be paid not less than such higher rate.

Special Duties.

8. 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 2s. 6d. per hour additional, 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 Government.

Accident and Sickness.

9. (a) When a fireman 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.

Uniforms.

10. (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.

11. (a) The Board shall supply bedding, blankets, and bed-linen for men occupying single quarters, and provide for the washing thereof. 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. One clean sheet and one pillow-slip shall be supplied each week to each man.

(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 in force relating to quarters and allowance shall be incorporated with and form part of this award.

(d) 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.

(e) The Board shall pay the mess £2 per week to cover the wages of the cook, plus cost of premium for insurance against employer liability claims.

Reports, Suspensions, &c.

12. (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.

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 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.

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 only to the parties named herein.

Term of Award.

17. This award shall come into force on the 24th day of June, 1940, and shall continue in force until the 31st day of December, 1940.

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 21st day of June, 1940.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The only matters referred to the Court for settlement related to extra payment for long service and the term of the award.

In regard to the payment for long service, the Court has brought the provisions of this award into line with those of similar awards already in force in Auckland, Wellington, and Christchurch.

The currency of the award has been made to expire on 31st December, 1940, with the object of encouraging and assisting the parties to join in a future application for an award on a combined-district basis.

A. TYNDALL, Judge.