

WELLINGTON **FIRE-BRIGADE OFFICERS.**—AWARD.

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

The Wellington Fire Board, Wellington.

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 June, 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 duly appointed delegate of the Court hath hereunto set his hand, this 22nd day of November, 1940.

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

SCHEDULE.

*Wages.*

1. The minimum rate of wages to be paid to the several grades of officers shall be as follows:—

	Per Week.		
	£	s.	d.
(a) Mechanic .. .. .	6	8	0
Junior station officer .. .. .	6	8	0
Senior station officer .. .. .	6	15	0
Fourth officer .. .. .	7	2	0
Third officer .. .. .	7	9	0

(b) The new gradings herein shall not operate so as to reduce the wage of any officer during his present employment.

(c) Where an officer is employed on duty and has to get a meal outside the station at which he is employed, he shall be paid the sum of 2s. per meal in each case.

(d) Married officers shall be paid an allowance for lighting of 4s. 6d. per month and for firing of 20s. per month.

#### *Special Duties.*

2. Officers when called upon for salvage work for which the Board receives payment, or duties where special calls are made on the brigade services to deal with escapes of noxious gases or fumes, shall be paid at a flat rate of 5s. per hour.

#### *Routine.*

3. The question of routine shall be decided by the Superintendent, and should any difference arise the matter shall be adjusted between the Superintendent and the secretary of the union.

#### *Transfer.*

4. 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, at a cost to the Board not exceeding 20s. unless otherwise approved by the Board.

#### *Ordinary Leave of Absence.*

5. (a) Each officer shall be allowed leave of absence without deduction of pay as follows: Twenty-four hours' continuous leave commencing at 9 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 shall not be unreasonably withheld), change leave between themselves.

#### *Extended Leave.*

6. (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 holiday period shall be made prior to the officer going on leave.

*Long-service Leave.*

7. The question of long-service leave and accumulated leave shall be left for the consideration of the Board and representatives of the Officers' Branch of the union.

*Sickness.*

8. Whenever an officer by sickness or accident is rendered unfit for duty, he shall be paid full pay during the first calendar month, and at its expiration the Board may review each case on its merits with a view to extending such pay for a further period.

*Reports.*

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

*Termination of Employment.*

10. Twenty-eight days' notice of termination of employment shall be given on either side; but this 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 Officers' Branch of the union.

*Uniforms.*

11. (a) Uniforms shall be provided by the Board as hitherto.

(b) In the event of a dispute arising in connection with the issue of uniforms, the Brigade Superintendent, together with the secretary of the union, shall adjust such dispute.

*Disputes.*

12. Any dispute arising out of any matter not provided for in this award shall first be discussed by the secretary of the union with the Superintendent, and in default of settlement it shall be referred to the chairman of the Fire Board and the secretary of the union. In default of any agreement being arrived at, such dispute shall be referred to the Court of Arbitration.

*Workers to be Members of Union.*

13. (a) Subject to the provisions of section 18 (5) (b) of the Industrial Conciliation and Arbitration Amendment Act,

1936, 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.

(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.)

*Increase in Rates of Remuneration.*

14. All rates of remuneration and other special payments provided for in this award shall be subject to the provisions of the general order of the Court of Arbitration dated the 9th day of August, 1940, under the Rates of Wages Emergency Regulations 1940 increasing rates of remuneration by an amount equal to 5 per cent. thereof.

*Scope of Award.*

15. This award shall apply only to the parties named herein.

*Term of Award.*

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of October, 1940, 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 June, 1941.

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 22nd day of November, 1940.

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

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MEMORANDUM.

This award embodies the recommendations arrived at by the assessors in Conciliation Council.

J. A. GILMOUR, Stipendiary Magistrate.