

CHRISTCHURCH FIRE-BRIGADES EMPLOYEES.—INDUSTRIAL  
AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 23rd day of May, 1941, between the Christchurch Fire-brigades' Employees' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Christchurch Fire Board (hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows.

SCHEDULE.

*Definitions.*

1. (a) A "probationer fireman" is a worker who is serving a probationary period of three months before being appointed to the permanent staff. Under special circumstances the probationary period may be extended by agreement between the employer and the secretary of the union.

(b) A "third-class fireman" is a worker who has completed his probationary period and has passed the necessary oral examination.

(c) A "second-class fireman" is a worker who has completed twelve months' service and who has passed the necessary examinations.

(d) A "first-class fireman" is a worker who has completed two years' service and who has passed the necessary examinations.

(e) A "brigade officer" is a fireman above the rank of first-class fireman.

(f) In cases where equivalent permanent service has been performed in any brigade, such service may be accepted for the purpose of arriving at the term of service as specified above.

(g) The new grading herein shall not operate to reduce the wage of any fireman during his present employment.

(h) All examinations shall be given as soon as possible after the due date, and, if passed, the increased wages shall be paid from the date when the examination was due.

#### Wages.

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

			Per Week.		
			£	s.	d.
(a) Probationer firemen	..	..	4	2	6
Third-class firemen	..	..	4	7	6
Second-class firemen	..	..	4	12	6
First-class firemen	..	..	5	2	6
Cook	..	..	3	10	0

(b) In addition to the above rates of wages, firemen-mechanics, firemen motor-drivers, and the fireman-carpenter appointed to such position by the superintendent shall be paid 5s. per week extra. Should a fireman-mechanic be called upon in an emergency to drive, he shall be paid an extra 2s. 6d. per week while so employed. Firemen driving brigade vehicles shall have their driving licenses paid for by the Board.

(c) Firemen on completion of three years' service shall be paid 1d. per day extra during their 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.

(d) Where a fireman is required to get a meal outside of the station in which he was quartered the previous night he shall be paid 1s. 6d. per meal, excepting in the cases of transfers where due notice of such transfers has been given.

(e) All married firemen who are not provided with quarters shall be granted a house allowance of at least £1 2s. 6d. per week.

(f) Married firemen resident on or within turnout distance of fire-stations and who hold themselves available to respond to fire calls during leave periods shall be paid an allowance for lighting of 4s. 6d. per month and for firing of £1 per month.

(g) Part-time firemen may be employed under this agreement at rates of pay that shall be fixed by the employer and the secretary of the union.

*Special Duties.*

3. (a) Firemen when called upon for salvage work on ships or flood damage, servicing Drainage Board equipment, or where special calls are made on the brigade's services to deal with escapes of noxious fumes or gases, or services charged for by the Board other than fire calls, shall be paid—

		Per Hour.	
		s.	d.
From 8 a.m. to 5 p.m. . . . .	..	3	0
From 5 p.m. to 8 a.m. . . . .	..	4	0

(b) Firemen maintaining and servicing out appliances outside routine hours shall be given time off duty at a time to be arranged between the superintendent and the fireman.

*Firemen in Charge of Stations.*

4. 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.

*Transfer.*

5. Whenever possible, seven days' notice shall be given where a fireman who is already quartered at a station is under transfer or required to take quarters in any station. Transport of his effects shall be provided by the employer.

*Ordinary Leave of Absence.*

6. (a) Each fireman shall be allowed leave of absence without deduction of pay as follows: Twenty-four hours' continuous leave every fourth day: Provided that in cases where an emergency (such as, for instance, fire duty, and/or sickness amongst other members of the staff) prevents such leave being given, such leave shall be made up to him subsequently.

(b) Firemen may change leave between themselves, provided permission is first obtained and the substitute is, in the opinion of the superintendent, suitable for the work.

*Extended Leave.*

7. (a) Except as provided below, each fireman shall within each six months' continuous service (dating from the commencement of service) be granted extended leave without

deduction of pay for twenty-eight consecutive days, inclusive of Sundays. Such leave shall be given and taken at a time to be determined by the superintendent, but should the exigencies of service prevent the granting of leave during the six-monthly period it shall be given as soon as practicable thereafter.

A roster indicating approximately the day when leave commences shall be posted on the brigade notice board, and such roster shall be observed as far as practicable. At the request of the firemen the superintendent may, at his discretion, permit portion of the extended leave to be taken at other periods, and not in consecutive days as provided above, but this may be amended by agreement between the superintendent and the firemen to meet the requirements of the service.

(b) Payment of wages covering holiday periods shall be made prior to the fireman going on leave, provided he shall have previously accounted to the superintendent for all his uniform and outfit the property of the employer.

(c) Any fireman leaving the service shall be paid a proportionate holiday allowance to the date of leave calculated at the rate specified in paragraph (a) hereof.

(d) Fourteen consecutive days' holiday on full pay shall be granted to the cook within every six months of continuous service (dated from commencement of last holiday).

To provide for a relieving cook during one holiday period of fourteen days within each calendar year, the Mess Committee shall pay the Board the sum of £7 to cover the wages of such relieving cook where a relieving cook is employed during this period.

#### *Accidents and Sickness.*

8. When a fireman is rendered unfit for duty as a 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 his incapacity, and at the expiration of that time the employer shall review the case with the object of extending payment for a further period.

#### *Reports, Suspensions, &c.*

9. (a) The superintendent shall give notice to any fireman of the intention to lay a charge against him as soon as possible after the alleged offence. The fireman may, if he so desires, have the assistance of a union representative at the inquiry.

(b) If, pending an inquiry, the fireman has been suspended and is exonerated, he shall be paid for the time so lost at the ordinary rates of pay.

*Termination of Employment.*

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

*Daily Routine.*

11. (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) One hour and a quarter shall be allowed for personal toilet, breakfast, and tidying rooms from 8 a.m. to 9.15 a.m. One hour shall be allowed between 12 noon and 1 p.m. for the midday meal.

(c) Maintenance duties and drills from 7 a.m. to 8 a.m., 9.15 a.m. to noon, and from 1 p.m. to 2.15 p.m.; Sundays and holidays 8.45 a.m. till 9.15 a.m. Work on Saturdays shall cease at noon.

*Watch-room Duty.*

12. First watch:—

Breakfast	..	..	8 a.m.	to	9.15 a.m.
Duty hours	..	..	9.15 a.m.	to	12.30 p.m.
Duty hours	..	..	1.30 p.m.	to	3.30 p.m.
Duty hours	..	..	5.15 p.m.	to	6.15 p.m.
Dinner	..	..	12.30 p.m.	to	1.30 p.m.
Tea	..	..	4.15 p.m.	to	5.15 p.m.

Second watch:—

Breakfast	..	..	7 a.m.	to	8 a.m.
Duty hours	..	..	8 a.m.	to	9.15 a.m.
Duty hours	..	..	12.30 p.m.	to	1.30 p.m.
Duty hours	..	..	3.30 p.m.	to	5.15 p.m.
Duty hours	..	..	6.15 p.m.	to	9 p.m.
Dinner	..	..	11.30 a.m.	to	12.30 p.m.
Tea	..	..	5.15 p.m.	to	6.15 p.m.

Night watch:—

9 p.m. to 7 a.m.

Sundays and holidays: 9 p.m. to 8 a.m.

*Uniforms.*

13. (a) On commencing employment each fireman shall be supplied by the employer, free of charge, with a thoroughly clean and sterilized outfit of working-clothes, comprising one peak cap, one pair of regulation fire boots, one pair ankle boots, one uniform undress jacket and vest, two fire tunics, one jersey, two pairs of uniform trousers (of which one will be new), two working-shirts. In addition to the above articles, overalls shall be provided when firemen are required to work under motors and on painting-work or any work of a dirty nature.

(b) On completion of three months' service a complete new outfit comprising the above-mentioned articles shall be supplied by the employer if a new outfit has not already been supplied. In addition, second-hand regulation fire boots and one pair of ankle boots may be supplied.

(c) All articles of uniform shall be kept clean and, except as to footwear, in repair by the worker. The employer shall renew any article which in the opinion of the superintendent has been damaged beyond repair, save as provided in sub-clause (e) hereof.

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

(e) Firemen may be required to replace any articles not accounted for or damaged by any means other than fair wear-and-tear.

(f) Articles replaced by new issues shall be returned to the superintendent.

(g) For toilet purposes an adequate supply of hot water shall be available at all hours.

(h) In the event of any dispute arising in connection with the issue of uniforms, the brigade superintendent, together with the secretary of the union, shall adjust such dispute.

(i) Facilities for washing and drying clothes shall be provided for at all fire-stations.

*Beds, Bedding, and Messing Equipment.*

14. (a) The employer shall supply each fireman living in single men's quarters with four blankets and two counterpanes, which shall remain the property of the employer and shall be kept clean and in good repair by the employer.

One pillow-slip and one sheet shall be issued clean each week. A fireman may be required to replace any article not accounted for by him or damaged by him by other means than fair wear-and-tear.

(b) It shall be the duty of the Board to provide for the station mess all eating, cooking, and cleaning utensils, which shall remain the property of the Board. Damage other than fair wear-and-tear shall be made good by the mess.

*Miscellaneous.*

15. (a) Members shall be permitted to entertain visitors after routine duties are completed up to 9.30 p.m.

(b) Union members shall be permitted to attend union meetings where it is reasonable and practicable to do so.

(c) No unreasonable restrictions shall be imposed on union officials when attending to union business.

(d) The employer shall be responsible for the upkeep of all electrical equipment which has been supplied by and is the property of the Board, but such upkeep shall not extend to cover the replacement of shades in the case of married men in receipt of a lighting-allowance.

(e) The employer shall, as far as may be found practicable, make arrangements that firemen are not employed working at the scene of a fire for periods exceeding four hours without receiving refreshments.

(f) The employer shall make provision for disinfection of smoke-protection equipment to the satisfaction of the Health Department.

(g) A syllabus of examination of first- and second-class firemen shall be drafted and submitted to the firemen.

(h) A complete outfit of first-aid equipment, of first-class quality, shall be provided at each station and on each motor.

*Disputes.*

16. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise as to any matter whatsoever arising out of or connected therewith and not dealt with in this agreement, such difference or dispute shall be settled between the superintendent and the secretary or president of the union, and in default of any settlement being arrived at, then such dispute or difference shall be referred to a committee to be composed of two representatives of each side together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Workers to be Members of the Union.*

17. (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 any position or employment by any 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 is for the time being 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 workers the right to join the union.)

*Scope of Agreement.*

18. This agreement shall apply to the Christchurch Fire Board and the Christchurch Fire-brigades' Employees' Industrial Union of Workers.

*Term of Agreement.*

19. This agreement shall operate until the 31st day of December, 1941.

In witness whereof the parties hereto have executed these presents the day and year first before written.

The common seal of the Christchurch Fire Board was hereto affixed in the presence of—

[L.S.]

E. PARLANE, Chairman.  
J. D. CAREY, Member.  
K. COLLINS, for Secretary.

The common seal of the Christchurch Fire-brigades' Employees' Industrial Union of Workers was hereto affixed in the presence of—

[L.S.]

H. R. T. FRASER, President.  
W. H. MATHISON, Secretary.