

## INVERCARGILL FIRE BRIGADE 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 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") :—

Invercargill Fire Board, Esk Street, Invercargill.

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 30th day of December, 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 17th day of February, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

*Definition of Worker.*

1. (a) A watchroom attendant is a worker engaged to carry out the duties of attending 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 has passed the necessary oral examination and/or has been appointed as such by the Superintendent.

(d) A second-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.

(e) A first-class fireman is a worker who has completed three years' service and having passed the necessary examinations has been appointed as such by the Superintendent.

(f) A senior fireman is a worker who after having reached the rank of first-class fireman has been appointed as such by the Superintendent.

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

(h) All appointees shall be subject to strict medical examination before entry to the service and periodically during term of service as the Superintendent may require, and any medical examination required by the Board shall be paid for by the Board.

*Wages.*

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

	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
Over twenty-one months' service .. .. .	3	6	0

Provided that workers over twenty-one years of age shall receive £3 16s. per week.

(b) Fireman—			Per Week.		
			£	s.	d.
Probationer fireman	..	..	4	7	6
Third-class fireman	..	..	4	10	0
Second-class fireman	..	..	4	15	0
First-class fireman	..	..	5	7	6
Senior fireman	..	..	5	10	0
Mechanic	..	..	5	15	0

#### *Allowances.*

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

(b) Where a man is employed on relieving duty or on out duty and has to get a meal outside of the station at which he is employed, he shall be paid a sum of 1s. 6d. per meal in each case.

#### *Leave.*

4. (a) *Ordinary Leave.*—Each worker shall be allowed leave of absence without deductions from pay as follows: Twenty-four hours' continuous leave commencing at 7 a.m. every fifth day: Provided that in cases where an emergency—*i.e.*, fire duty or sickness—prevents such leave being given, such leave to be made up to the worker subsequently.

(b) *Extended Leave.*—Each worker on completion of six months' continuous service (based on the date on which his service or employment commenced) shall be granted holidays without deductions from pay as follows: Ten consecutive days (inclusive of Sundays) and twenty-one consecutive days (inclusive of Sundays) to be taken alternately. Such leave shall be given and taken at a time to be determined by the Superintendent and as soon as reasonably practicable after the date of such leave becoming due. Payment of wages covering the leave period shall be paid prior to the worker going on leave, provided the worker shall have previously accounted for all uniforms and outfit issued to him, together with all other property of the Board which may have been issued to him.

#### *Uniform.*

5. (a) On commencing employment each worker shall be provided by the Board free of cost with a thoroughly clean and sterilized outfit of working-clothes comprising two tunics, two pair trousers, one cap, one fire jersey, one scarf, one combination overalls, one pair fire boots, one pair light boots; boots to be repaired at cost of Board.

(b) On expiry of the probationary period a new outfit, together with D.B. undress jacket, shall be supplied by the Board, provided a new outfit has not already been supplied.

(c) A kit inspection shall be held once in every three months and at such other times as the Superintendent may determine.

(d) All articles comprising the outfit shall be and remain the property of the Board and shall be kept clean and in thorough repair by the worker, except as to fire boots. The Board shall renew any articles which, in the opinion of the Superintendent, have been damaged beyond repair.

(e) A worker may be required to replace any articles issued to him and not accounted for, or that are damaged by any other means than by fair wear-and-tear.

(f) Articles that are replaced by new issues shall be returned to the Superintendent if required, but if not required they shall cease to be a responsibility on the worker.

#### *Quarters.*

6. (a) The existing regulations regarding quarters at present in force shall continue to operate and be observed.

(b) Single workers shall be supplied by the Board with three blankets and quilt which shall remain the property of the Board and shall be kept clean and in good repair by the worker. One pillow-slip and two sheets shall be issued each week. A worker may be required to replace any article not accounted for by him or damaged by any means other than fair wear-and-tear.

(c) An adequate supply of hot water for toilet purposes shall be available at all reasonable hours.

(d) The Board shall pay to the mess £1 per week to cover the wages of the cook, plus cost of premium for insurance against liability claim.

#### *Daily Routine.*

7. Daily routine shall remain as at present, and shall be governed by the "Conditions of Service" and "Standing Orders."

#### *Sickness.*

8. Whenever a member or worker is rendered unfit for duty through sickness his condition shall be reported by the Superintendent to the Board, who may allow full pay during the first fourteen days and at the expiration of that time may review each case on its merits with a view to extending such pay for a further period.

*Termination of Employment.*

9. Fourteen days' notice of termination of employment shall be given on either side; but this provision shall not restrict the employer at any time from summarily dismissing a worker for misconduct or conduct prejudicial to good order and discipline, or other good cause.

*Workers to be Members of Union.*

10. (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.*

11. (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.*

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

*Term of Award.*

13. This award, in so far as it relates to wages, shall be deemed to have come into force on the 3rd day of July, 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 30th day of December, 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 17th day of February, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the recommendations arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.