

AUCKLAND AND WELLINGTON FIRE BRIGADES' OFFICERS.—
AWARD.

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern and Wellington Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Fire Brigades' Employees' Industrial Association of Workers (hereinafter called "the union") and the undermentioned union and Boards (hereinafter called "the employers") :—

New Zealand Fire Boards' Industrial Union of Employers, D.I.C. Buildings, Lambton Quay, Wellington.

Auckland Metropolitan Fire Board, Auckland.

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 on the 21st day of September, 1942, and shall continue in force until the 21st day of September, 1944, 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 September, 1942.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Wages.

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

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

(b) In consideration of extra duties and additional responsibilities which have resulted from the organization of emergency fire services, a special bonus of 5s. per week shall be paid to workers coming within the scope of this award for the term of this award or until the end of the present war, whichever shall be the lesser period.

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

(d) 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.

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

General Orders under Rates of Wages Emergency Regulations 1940.

2. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this award, and shall have effect according to their tenor.

Special Duties.

3. 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.

4. 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.

5. 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.

6. (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.

7. (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.

8. 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.

9. 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.

10. 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.

11. 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.

12. (a) Uniforms shall be provided by the Board as hitherto, but with two shirts, four collars (if procurable), and not more than two ties per year.

(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.

13. 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.

14. (a) Subject to the provisions of section 18 (5) 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.

(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.)

Special Provisions relative to the Mechanic employed by the Wellington Fire Board.

15. The following provisions only shall apply to the mechanic employed by the Wellington Fire Board:—

(a) *Status*.—The mechanic employed by the Wellington Fire Board shall be deemed to be an officer under this award, but for the purposes of discipline only in the brigade he shall be classed at such grade as the Wellington Fire Board determines.

(b) *Hours of Work*.—(i) On Monday, Tuesday, Wednesday, Thursday, and Friday the ordinary hours of work shall be from 8 a.m. to 5 p.m., with one hour allowed for lunch.

(ii) The mechanic shall be on call at all times, and he shall in lieu of overtime be granted fourteen days off within each six months of consecutive service. In the case of the service being determined by either party the mechanic shall be granted equivalent time off proportionate to the period served.

(c) *Wages*.—(i) The minimum wage payable to the mechanic employed by the Wellington Fire Board shall be £6 8s. per week.

(ii) In consideration of extra duties and additional responsibilities which have resulted from the organization of emergency fire services, a special bonus of 5s. per week shall be paid for the term of this award or until the end of the present war, whichever shall be the lesser period.

(iii) Where the mechanic 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.

(iv) In the case of the mechanic being married, he shall be paid an allowance for lighting of 4s. 6d. per month and for firing of 20s. per month.

(v) The payment of wages covering the holiday period shall be made prior to the mechanic going on leave.

(d) The provisions of the following clauses shall apply to the mechanic: 2 (general orders under Rates of Wages Emergency Regulations 1940); 3 (special duties); 4 (routine); 8 (long-service leave); 9 (sickness); 10 (reports); 11 (termination of employment); 12 (uniform); 13 (disputes); 14 (workers to be members of union).

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 21st day of September, 1942, and shall continue in force until the 21st day of September, 1944.

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 September, 1942.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

The matters settled by the Court related to wages, and the inclusion of Superintendent and Deputy Superintendent.

A. TYNDALL, Judge.
