

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 employer") :—

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 on the 11th day of October, 1943, and shall continue in force until the 11th day of October, 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 8th day of October, 1943.

[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) A "watchroom attendant" is a worker engaged to carry out the duties of attending to 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, having passed the necessary oral examination, has been appointed as such by the superintendent and approved by the employer.

(d) A "second-class fireman" is a worker who has completed one year's service and, having passed the necessary examinations, has been appointed as such by the superintendent and approved by the employer.

(e) A "first-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 and approved by the employer.

(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 and approved by the employer.

(g) In cases where equivalent service has been performed in any other brigade, such service shall be accepted for the purpose of arriving at time of service as specified.

Wages

3. (a) The following shall be the minimum rates of wages:—

Watchroom Attendants—

	Per Week.		
	£	s.	d.
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 be paid £3 16s. per week.

<i>Firemen—</i>			Per Week.		
			£	s.	d.
Probationer firemen	..	..	4	2	6
Third-class firemen	..	..	4	5	0
Second-class firemen	..	..	4	10	0
First-class firemen	..	..	5	2	6
Senior firemen	..	..	5	5	0
Mechanic	..	..	5	10	0
Foreman or station officer	..	..	6	0	0

(b) Motor-drivers shall be paid 5s. per week in addition to the above wages.

(c) 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.

General Orders under Rates of Wages Emergency Regulations 1940

4. 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.

Ordinary Leave of Absence

5. (a) Each worker shall be allowed leave of absence without deduction of pay as follows: Twenty-four hours' continuous leave commencing at 8.30 a.m. every fourth day: Provided that in cases where an emergency—*i.e.*, fire duty or sickness—prevents such leave being given, such leave shall be made up to the worker subsequently.

(b) Workers may, with the permission of the superintendent first obtained, change leave between themselves.

Extended Leave

6. (a) Each worker, 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).

(b) 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 holidays becoming due.

(c) Payment of wages covering holiday periods shall be paid prior to workers going on leave: Provided workers shall have previously accounted to the superintendent for all uniforms and outfits which are the property of the employer.

Sick-leave

7. Whenever a member by sickness is rendered unfit for duty he shall be paid full pay during the first fourteen days, and at its expiration the Board may review each case on its merits with a view to extending such pay for a further period.

Uniforms

8. (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 pairs of trousers, one cap, one fire jersey, one scarf, one combination overalls, one pair of fire boots, one pair of light boots; boots to be repaired at cost of the 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 article issued to him and not accounted for, or that is 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.

Beds and Bedding

9. Each worker occupying single quarters shall be supplied by the employer with three blankets and one rug or counterpane, which shall remain the property of the employer, and shall be kept clean and in good repair by the worker. One pillow-slip and two sheets shall be issued clean each week. A worker may be required to replace any article not accounted for by him or damaged by other means than fair wear-and-tear.

Quarters

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

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

(c) The Board shall pay to the mess £3 per week to cover wages of the cook, plus cost of premium for insurance against liability claim.

(d) *Visiting-hours.*—Workers shall be permitted to receive visitors from 3 p.m. to 5 p.m. and from 6 p.m. to 9.30 p.m. daily. Men receiving visitors shall be in undress uniform.

Routine Hours

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 8.30 a.m.

(b) From 7 a.m. to 7.15 a.m.: Physical drill.

From 7.15 a.m. to 8.45 a.m.: Compulsory shower, shave, breakfast, clean and tidy rooms and uniforms for inspection.

Maintenance duties and drills: Same as present routine, except that finish work at 2.30 p.m.

Salvage Duties

12. Payment for salvage shall be 3s. per hour from 8 a.m. to 5 p.m., and 4s. per hour from 5 p.m. to 8 a.m.

Part-time Firemen

13. Part-time firemen may be employed under this award at rates of pay which shall be fixed by agreement between the employer and the secretary of the union. Failing agreement, the question of rates of pay of such workers shall be referred to the Court of Arbitration.

Breach of Regulations

14. For breach of regulations, orders, duty, or discipline a worker shall be liable to suspension from duty by the superintendent or other senior officer for the time being in charge of the brigade. Any worker dealt with by the superintendent or senior officer shall have the right to appeal to the Board. At such hearing by the Board the worker may be represented by the secretary of the union.

Disputes

15. Any dispute arising out of any matter not provided for in this award which has been previously discussed by the union with the superintendent shall be settled between the Chairman of the Board and the secretary of the union, and in default of any agreement being arrived at such dispute shall be referred to the Conciliation Commissioner for settlement. Failing a satisfactory settlement, the matter shall be referred to the Court for final settlement.

Termination of Employment

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

Workers to be Members of Union

17. (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.)

Under-rate Workers

18. (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

19. This award shall apply to the parties named herein.

Term of Award

20. This award shall come into force on the 11th day of October, 1943, and shall continue in force until the 11th day of October, 1944.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereto set his hand, this 8th day of October, 1943.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters referred to and settled by the Court relate to wages, special payments, uniforms, quarters, part-time firemen, and theatre firemen.

The dispute was filed with the Clerk of Awards on the 23rd June, 1943; consequently, in making the award the Court is bound to comply with Regulation 38 of the Economic Stabilization Emergency Regulations 1942.

The Court has incorporated certain variations in the award which bring it practically into line with the Taranaki, Wellington (except Wellington City), Nelson, and Canterbury (except Christchurch City) Fire Brigades' Employees' award (42 Book of Awards 949) recently made by the Court. The latter award includes within its scope the cities of Palmerston North, Wanganui, and Nelson, and it is considered that the position would be anomalous if the wages and conditions for the Invercargill Fire Brigade were allowed to remain less favourable than those applying in the other cities mentioned.

Mr. Monteith is not in agreement, and his dissenting opinion follows.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. MONTEITH

I dissent from this award. The wages and other conditions are not in line with those which have been awarded to the majority of city fire brigadesmen in New Zealand.

In my opinion, it is an anomaly that the rates of remuneration and principal conditions operating in the various city brigades should differ. The Court has refused to give effect to increases as a result of the Economic Stabilization Emergency Regulations 1942; and in this case the Court refuses to award the rates and conditions which are now in operation for other city brigades which employ the majority of city brigadesmen, notwithstanding the fact that some of these rates and conditions have been awarded by this Court and others agreed upon by the parties. It clearly shows that in regard to city fire brigades there is no common rule followed by this Court; and, instead of righting an anomaly, it has clearly perpetuated one.
