

CHRISTCHURCH FIRE BRIGADES' OFFICERS.—AWARD

In the Court of Arbitration of New Zealand, Canterbury 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 Christchurch Fire Brigades' Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned Board (hereinafter called "the employers") :—

Christchurch Fire Board, Christchurch.

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 30th day of October, 1944, and shall continue in force until the 30th day of October, 1945, 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 24th day of October, 1944.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Application of Award

1. This award shall apply to all permanent fire-brigade officers in the employ of the Christchurch Fire Board, with the exception of the superintendent and the deputy-superintendent of the Christchurch Fire Brigade, to whom it shall not apply.

Daily Routine

2. (a) Roll call on week-days shall be at 7 a.m. and 7 p.m., but officers who have been previously notified and detailed for afternoon duties "other than fire calls" shall not attend 7 a.m. roll calls.

(b) Roll call on Sunday and public holidays shall be at 8 a.m. and 7 p.m.

(c) Routine hours for officers detailed for afternoon duties shall be from 9.15 a.m. to noon and 1 p.m. to 3.30 p.m. from Monday to Friday inclusive.

(d) Routine hours shall not apply to inspection of theatres, the duty officer, and work in connection with roll call and alarms.

(e) Unless otherwise mutually agreed, one hour and a quarter shall be allowed for personal toilet, and breakfast from 8 a.m. to 9.15 a.m., and one hour shall be allowed from 12 noon to 1 p.m. for midday meal.

Salaries

3. (a) The minimum salaries to be paid to the officers coming within the scope of this award 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) The present practice relating to the provision of lighting and firing for men who turn out during leave periods shall continue.

(c) Salaries shall be paid fortnightly.

(d) Driving licenses shall be paid by the Board in the case of officers appointed as drivers.

(e) In consideration of extra duties and additional responsibilities, a special bonus of 5s. per week shall be paid to officers covered by this award for the term of this award or until the end of the present war, whichever shall be the lesser period.

Special Duties

4. (a) Officers 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 service to deal with escapes of noxious fumes or gases, shall be paid on a flat rate of 5s. per hour.

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

Uniforms

5. (a) The Board shall supply to each officer the following uniform free of charge: cap, double-breasted jacket, waistcoat, two pairs of trousers, two shirts and four collars (if procurable), and not more than two ties per year, and a pair of officers' ankle boots.

(b) The Board shall issue to each officer, free of charge, leather knee boots and fire tunics.

(c) When considered necessary by the superintendent, all uniforms shall be kept in repair by the Board. All articles shall be renewed when damaged by fire beyond repair.

(d) All uniforms shall be made to measure.

(e) 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.

Transfer

6. Where practicable, not less than seven days' notice shall be given where an officer is under transfer. The cost of the transport of effects, where necessary, shall be supplied by the employer.

Ordinary Leave of Absence

7. (a) Each officer shall be allowed leave of absence without deduction of pay as follows: Twenty-four hours' continuous leave commencing at 8 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 permission shall not be unreasonably withheld), change leave between themselves.

Extended Leave

8. (a) Each officer within each six months of 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 the holiday period shall be made prior to the officer going on leave.

Sickness

9. (a) When an officer 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 such incapacity, and at the expiration of that time the employer shall review the case with the object of extending payment for a further period.

(b) Where medical examination is required by the Board, it shall be paid for by the Board.

Reports

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

General

11. The employer shall, as far as may be practicable, make arrangements that officers are not employed at the scene of a fire for periods exceeding four hours without receiving refreshments.

Termination of Employment

12. Fourteen days' notice of termination of the employment shall be given by either side, but shall not prevent the summary dismissal or suspension of any officer for misconduct 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 union.

Matters not provided for

13. Any dispute in connection with any matter not provided for in this award may be settled between the employer and an official of the union, and in default of any agreement being reached, then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision has been communicated to the party desiring to appeal.

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.)

Increase in Rates of Remuneration

15. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased *rates of remuneration* determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the *remuneration* of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

Scope of Award

16. This award shall apply to the Christchurch Fire Board and the Christchurch Fire Brigades' Employees' Industrial Union of Workers.

Term of Award

17. This award shall come into force on the 30th day of October, 1944, and shall continue in force until the 30th day of October, 1945.

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 24th day of October, 1944.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The only matter in dispute and referred to the Court related to the claim for long-service pay. Mr. Monteith is not in agreement with the decision of the majority not to allow this claim, and his dissenting opinion follows.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. MONTEITH

I am not in agreement with this decision. I cannot see why officers should not be awarded service pay. It is in operation in the great majority of fire brigadesmen's awards, and no real reason was given at the hearing why it should not operate.
