

## AUCKLAND FIRE BRIGADES' OFFICERS.—AWARD

In the Court of Arbitration of New Zealand, Northern 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 Auckland Fire Brigades' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Board (hereinafter called "the employers") :—

Auckland Metropolitan Fire Board, Auckland.

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 26th day of August, 1946, and shall continue in force until the 26th day of August, 1948, 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 19th day of August, 1946.

[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 .. .. .	7	4	8
Senior station officer .. .. .	7	11	8
Inspecting officer .. .. .	7	15	2
Fourth officer .. .. .	7	18	8
Third officer .. .. .	8	5	8

(b) In stations where there is no mess, men not provided with married living-quarters shall be paid 5s. per week extra.

(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 away from the station at which he is quartered or normally employed, he shall be paid 2s. per meal in each case.

(e) Married officers furnished with quarters shall be provided with fuel and light at the expense of the employer.

(f) Married officers not provided with quarters shall be paid £1 4s. per week house allowance, and monthly allowances of 20s. and 4s. 6d. for fuel and light respectively.

(g) When an officer is called upon to relieve or carry out the duties of an officer senior in rank to himself for a period of one day or more, he shall be paid for such period at the rate of wages prescribed for the more senior position.

*Increase in Rates of Remuneration*

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. (a) 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.

(b) While engaged on special duties an officer shall, within four hours of the time at which he finished his last meal prior to undertaking the special duties, be either relieved for sufficient time to enable him to return to his station and partake of a meal or paid the sum of 2s. as meal-money. He shall also be entitled to the benefit of the foregoing provision in respect of every additional four hours thereafter during which he continues to be engaged on special duties.

*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.

*Relieving*

6. (a) An officer shall be deemed to be relieving when he is employed on duty at any station other than that at which his married quarters are situated or where he is normally and usually employed.

(b) Where possible, a room equipped with a bed and usual furnishings shall be provided for the exclusive use of relieving officers at all stations where an officer is required to relieve.

### *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 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*

8. (a) Each officer within each three months' continuous service (based on the date on which his employment commenced) shall be granted holidays without deduction of pay as follows: fourteen 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*

9. 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*

10. 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*

11. 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*

12. 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*

13. (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. An overcoat shall also be supplied.

(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*

14. 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*

15. (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.)

#### *Mechanic*

16. The senior mechanic officer of the Auckland Fire Brigade shall rank as a senior station officer and shall receive the wages and be entitled to the privileges attached to the position of senior station officer.

*Scope of Award*

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

*Term of Award*

18. This award shall come into force on the 26th day of August, 1946, and shall continue in force until the 26th day August, 1948.

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 19th day of August, 1946.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM

The matters referred to the Court for settlement related to wages, additional payments and perquisites (clause 1, sub-clauses (d), (e), (f), and (g)), special duties, transfer, relieving, ordinary leave of absence, mechanic, uniforms, and the driving of fire appliances.

A. TYNDALL, Judge.

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