

AUCKLAND FIRE BRIGADES' EMPLOYEES.—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") :—

The 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

Definitions

1. (a) A "probationer fireman" is a worker serving a probationary period of three months before appointment to the permanent staff.

(b) A "third-class fireman" is a worker who has completed a probationary period and, having passed the necessary oral examinations, has been appointed as such by the superintendent.

(c) 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.

(d) 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.

(e) A "senior fireman" is a worker who has qualified as a senior fireman in accordance with the provisions of the by-laws and regulations of the Auckland Fire Board, and has been appointed as such by the superintendent.

(f) In cases where equivalent permanent service has been performed in other brigades, such service shall be accepted for the purpose of arriving at the term of service as specified above.

(g) A "mess" is a place in a station where a cook other than a member of the fire brigade is employed.

Wages

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

	Per Week.		
	£	s.	d.
(a) Firemen—			
Probationary fireman	4	17	0
Third-class fireman	5	2	0
Second-class fireman	5	7	0
First-class fireman	5	17	0
Senior fireman	6	0	0

Provided that in respect of each of the rates of wages set out in this subclause an amount of 2s. 6d. thereof shall be counted as part of the increase awarded by the general order dated the 31st March, 1942, under the Rates of Wages Emergency Regulations 1940.

(b) A fireman-driver shall be paid 5s. per week in addition to the wage he is entitled to as a fireman as above.

(c) A mechanic shall be paid the sum of 5s. per week in addition to the wage to which he is entitled under subclause (a) of this clause.

(d) A fireman permanently employed on the maintenance of fire-alarms shall be paid 5s. per week in addition to the wage to which he is entitled under subclause (a) of this clause.

(e) Married men who are not provided with quarters shall be granted a house allowance of £1 4s. per week.

(f) The existing practice under which the employer meets the expense of fuel and light shall be continued.

(g) (i) Where a worker is employed on relieving duty and has to get a meal away from the station at which he is normally employed, he shall be paid the sum of 2s. per meal in each case. The provisions of clause 3 of this award increasing rates of remuneration shall not apply to the meal-money payment provided for in this subclause.

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

(h) 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 for each succeeding year of service until a total of fifteen years' service has been completed.

(i) Whenever a fireman is required to relieve for a period of one day or more in a position which carries a higher wage than he is receiving, such worker shall be paid during such period at a rate not less than such higher wage.

Increase in Rates of Remuneration

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

Termination of Employment

4. (a) Fourteen days' notice of the intention to terminate the engagement shall be given by either side, failing which fourteen days' pay shall be given or forfeited, as the case may be.

(b) A worker who has been suspended shall have the right to be represented by the secretary of the union, or a solicitor, when the case is considered by the Board.

Holidays and Leave

5. Each worker under this award shall be allowed leave without stoppage of pay as follows:—

- (a) Fourteen days' leave during each three months' continuous service:
- (b) Twenty-four hours every fourth day, commencing at 9 a.m.:
- (c) Should the exigencies of the service require that the leave referred to in subclauses (a) and (b) hereof be stopped, it shall be made up as soon as possible:
- (d) Exchange of leave-days between members of the staff shall be allowed in so far as the efficiency of the brigade permits, and subject to the approval of the superintendent:
- (e) Payment for holiday leave shall be made prior to commencing the leave referred to in subclause (a) of this clause.

Uniforms

6. (a) On joining the brigade each worker shall be supplied, free of charge, with a thoroughly sterilized and clean outfit of working-clothes as follows: one peak cap, one pair of sea-boots, one pair of lace-boots, one uniform undress jacket, one fire tunic, two fire jerseys, two shirts, and two pairs of uniform trousers.

(b) Immediately on expiry of the period of probation a complete new outfit as follows shall be provided: one peak cap, one pair of sea-boots, one pair of lace-boots, two fire tunics, two shirts, two pairs of uniform trousers, one undress tunic, and two pull-overs.

(c) All the articles mentioned in subclause (b) hereof shall be kept in thorough repair by the Board and shall be replaced when worn out.

(d) A kit inspection shall be held at least once in every three months for the purpose of adjusting the uniform equipment.

(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 the dispute.

Beds and Bedding

7. The Board shall supply each worker with one mattress and pillow, three blankets, and one quilt, which shall remain the property of the Board. One pillow-slip and two sheets

shall be supplied each week. The worker shall replace any article not accounted for or damaged by other than fair wear-and-tear. Kapoc mattresses shall be supplied when mattresses are replaced.

Hours of Station Work

8. Workers employed under this award shall not commence work or drill at the station before 7 a.m., and shall finish at 2 p.m.

Breakfast, 8 a.m. to 9 a.m.

Lunch, noon to 1 p.m.

On Saturdays, work and drills shall cease at 12 noon.

On Sundays and holidays, work shall be performed between 7.15 a.m. and 8 a.m.

Special Duties

9. Workers when called upon for salvage work on ships or flood damage, where special calls are made on the brigade's services to deal with escapes of noxious fumes or gases, shall be paid, provided that such work is not in connection with local-authority or Government property, except when a fee is paid to the Board by the local authority or the Government—

From 8 a.m. to 5 p.m. 3s. per hour.

From 5 p.m. to 8 a.m. 4s. per hour.

Standbys and Firewatching Duties

10. The Board shall supply refreshments to a worker required to stand by or employed on firewatching duties during each four consecutive hours over which the standby or firewatching duties extend.

Mess Arrangements

11. Three pounds five shillings per week shall be paid by the employer to the central mess fund as a contribution to the wages of the cook.

Transfer

12. Except in special circumstances, at least seven days' notice shall be given to workers whom it is intended to transfer to another station, and their effects shall be transferred at the expense of the Board.

Disputes

13. Any matter incidental to or arising out of this award, or any matter not provided for, shall be determined by a committee consisting of two representatives appointed by each

party to this award. In the event of no agreement being arrived at, the matter shall be referred to the Conciliation Commissioner for the Northern Industrial District, whose decision shall be final.

Workers to be Members of Union

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

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(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.)

Scope of Award

15. This award shall apply to the Auckland Metropolitan Fire Board and the Auckland Fire Brigades' Employees' Industrial Union of Workers.

Term of Award

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

MEMORANDUM

The matters referred to the Court for settlement related to the definition and wage of a senior fireman, additional payments and perquisites (clause 2, subclauses (c), (d), (e), (f), (g) (i), and (i)), holidays (clause 5 (b)), transfer, term of award, and a claim that an officer should at all times be in charge of the headquarters watchroom.

With regard to watchroom duties, the parties agreed in Conciliation Council that the questions of any future changes in the systems and duties involved in the headquarters watchroom shall be left for the consideration of the Board and the union to come to an agreement after consultation.

A. TYNDALL, Judge.
