

WELLINGTON CITY FIRE BRIGADE OFFICERS (OTHER THAN SUPERINTENDENTS AND DEPUTY SUPERINTENDENTS)—AWARD

In the Court of Arbitration of New Zealand, Wellington 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 undermentioned Board (hereinafter called "the employer") :—

Wellington Fire Board (J. C. Steel, Secretary), Huddart Parker Building, Wellington

and the Wellington Fire Brigade Officers (other than Superintendents and Deputy Superintendents) Industrial Union of Workers (hereinafter called "the union").

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the abovementioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2) 1939, 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 as hereinafter provided, and shall continue in force until the 26th day of July 1956, 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 14th day of August 1953.

[L.S.]

W. F. STILWELL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to permanent fire brigade officers (other than Superintendents and Deputy Superintendents) employed by the Wellington Fire Board.

Routine Hours

2. (a) Daily routine shall be observed as follows :—

(i) Monday to Friday :

Start routine work, 7 a.m.

Breakfast, 8 a.m. to 9.15 a.m.

Lunch, 12 noon to 1 p.m.

Finish routine work, 2.30 p.m.

(ii) Saturday :

Same as above except routine work to finish at noon.

(iii) Sunday, Christmas Day, Good Friday, and Anzac Day :

No work to be done except cleaning quarters and other necessary work which shall not exceed one hour.

(iv) Other holidays :

No work to be done except cleaning quarters and other necessary work which shall not exceed one hour.

(v) The Superintendents may, by agreement with the union, arrange for special brigade exercises to be carried out between 6 a.m. and 7 a.m. on one day of the week (Monday to Friday), for which payment of 4s. shall be made.

(b) Workers required to perform routine work (other than fire fighting) outside routine hours shall be paid 1s. 2d. per hour in addition to their ordinary wage.

Wages

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

				Per Week		
				£	s.	d.
Station officers—for the first six months	..	..	..	11	7	1
Station officers—thereafter	..	..	..	11	17	6
Senior station officers	..	..	..	12	3	3
Fourth officer	..	..	..	12	11	3
Third officer	..	..	..	13	5	1

(b) Where an officer is employed on duty away from the station at which he is quartered or normally employed, he shall be paid 3s. 6d. per meal in each case.

(c) Married officers furnished with quarters shall be paid an allowance for lighting of 5s. 6d. per month and for firing of £1 4s. 2d. per month.

(d) Married officers not provided with quarters shall be paid £2 6s. 10d. per week house allowance and monthly allowances of £1 4s. 2d. and 5s. 6d. for fuel and light respectively.

(e) 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 twenty-four hours or more, he shall be paid for such period at the rate of wages prescribed for the senior position.

(f) All officers shall be paid £1 5s. 4d. per week fifty-two weeks in each year, being extra payment for holidays, Saturdays, and Sundays.

(g) Any station officer, other than a senior station officer, who is placed in charge of either of the following stations shall be paid 5s. 9d. extra per week whilst so employed—Constable Street Fire Station, and Thorndon Fire Station.

(h) Drivers' licences shall be paid for by the employer in the case of an officer required to drive employer's vehicles.

(i) All wages shall be paid weekly or fortnightly in the employer's time.

(j) On completion of three years' service an officer shall be paid a service bonus of 1½d. per day for the fourth year of service and thereafter 1½d. per day for each succeeding year of service until a total of fifteen years' service has been completed.

(k) Officers required to drive brigade vehicles shall be paid 7s. 6d. per week therefor.

(l) In ascertaining the daily rate of pay of any worker, his weekly rate of wage shall be divided by four and two-thirds.

Special Duties

4. (a) Officers when called upon for salvage work or flood damage or duties where special calls are made on the brigade's services to deal with escapes of noxious gases or fumes or to stand by any work by reason of the fire risk connected therewith shall be paid at a flat rate of 8s. 7½d. per hour.

(b) While engaged on special duties under subclause (a) hereof, or standbys after fires, an officer shall, within four hours of the time at which he finished his last meal prior to undertaking the special duties or stand-bys after fires, be either relieved for sufficient time to enable him to return to his station and partake of a meal or be paid the sum of 3s. 6d. as meal-money.

He shall also be entitled to the benefit of the foregoing provisions in respect of every additional four hours thereafter during which he continues to be engaged on special duties or stand-by work after fires.

Transfers

5. (a) Not less than fourteen days' notice shall be given when an officer is under transfer.

(b) The cost of transport of all effects shall be paid for by the employer.

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.

Days Off

7. (a) Each officer shall be given twenty-four hours' continuous time off commencing at 9 a.m. every third day; Provided that in cases of emergency—i.e., fire duty or sickness—preventing such time being given, such time shall be made up to the officer subsequently.

(b) Officers may, with the permission of the Superintendent (which shall not be unreasonably withheld), change time off between themselves, or with men who normally relieve them.

Extended Leave

8. (a) Each officer within three or six months' continuous service (based on the date on which his employment commenced) shall be granted holidays without deduction of pay as follows: fourteen or twenty-eight consecutive days, as the case may be, (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 noticeboard. All officers coming within the scope of this award shall be allowed an additional day off for each statutory holiday that falls on a Saturday, whether such Saturday falls on their working-day, on their day off, or during their extended leave, and such additional day or days shall be added to their next period of extended leave.

(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 Wellington Fire Board and representatives of the Wellington Fire Brigade Officers (other than Superintendents and Deputy Superintendents) Industrial Union of Workers.

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 on its expiration the Board may review each case on its merits with a view to extending such pay for a further period.

Complaints, Inquiries, and Reports

11. (a) No worker shall be called upon to answer any charge arising out of any complaint made against him unless such complaint has been made in writing by the complainant within forty-eight hours after the subject matter thereof came to the complainant's knowledge, nor unless the worker concerned shall have been notified thereof in writing within twenty-four hours of the receipt of the complaint by the Superintendent. The worker shall be supplied with a copy of the complaint before being called upon to answer any charge founded thereon.

(b) A worker against whom a complaint is made may have the assistance of the secretary of the union or other official appointed in that behalf and may call evidence at any inquiry. If a complaint is made by another employee, that employee shall be required to attend at the inquiry if the worker against whom the complaint is made so desired.

(c) If, pending any inquiry (which shall be held within ten days of the receipt of the complaint), an employee has been suspended and is exonerated, such employee shall be paid for the time so suspended at ordinary rates of pay.

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' union.

Uniforms

13. (a) Uniforms shall be supplied as required and in accordance with the Fire Service Council's standard uniforms, but with two shirts, four collars (if procurable), and not more than two ties per year.

(b) All uniforms shall be made to measure.

(c) All uniforms, boots, and shoes, shall be kept in repair by the Board, and all articles shall be renewed when damaged.

(d) In the event of a dispute arising in connection with the issue of uniforms the Brigade Superintendent, together with a representative of the officers' union, shall adjust the dispute.

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

Accommodation

14. In cases where accommodation is supplied to an officer by the employer, such accommodation shall include floor covering.

General Conditions

15. (a) If because of a fire call any officer is unable to have his full meal hour or is called upon during his meal hour, the employer shall at the earliest opportunity make such time good to the worker.

(b) When renovations to quarters are necessary upon the occasion of the transfer of an officer, such renovations shall, when practicable, be completed before the new occupant takes possession.

(c) 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.

Promotions

16. (a) In all cases of promotions seniority shall be given due consideration.

(b) Whenever vacancies occur in the service, notice shall be posted inviting applications from workers for the filling of such vacancies and such applications shall receive full consideration.

Disputes

17. If any dispute or difference shall arise between the parties bound by this award as to any matter whatsoever arising out of or connected therewith, or not herein provided for, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. The committee shall meet within twenty-one days from the date on which the dispute is referred to the Conciliation Commissioner. Either side shall have the right to appeal to the Court within fourteen days after the decision has been made known to the party desirous of appealing.

Workers to be Members of Union

18. (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

19. This award shall apply to the parties named herein but shall not apply to Superintendents and Deputy Superintendents.

Term of Award

20. This award, in so far as it relates to the payment of wages, shall be deemed to have come into force on the 28th day of July 1953, and so far as all other terms and conditions of the award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 26th day of July 1956.

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 14th day of August 1953.

[L.S.]

W. F. STILWELL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

W. F. STILWELL, Judge.