

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 1954; and in the matter of an industrial dispute between the Canterbury Fire Brigades' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Board (hereinafter called "the employers"): Christchurch Fire Board, Cathedral Square, Christchurch.

THE COURT of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 prescribed and shall continue in force until the 23rd day of May 1958 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 21st day of June 1956.

[L.S.]

W. F. STILWELL, 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 chief fire officer and deputy chief fire officer of the Christchurch Fire Brigade, to whom it shall not apply.

Daily Routine

2. (a) The question of routine shall be decided by the chief fire officer, and should any difference arise, the matter shall be adjusted between such officer and the president and secretary of the union.

(b) Workers required to perform routine work (other than fire-fighting) outside routine hours shall be paid 17s. 6d. per week in addition to their ordinary wage.

Wages

3. (a) The minimum rate of wages to be paid to the officers coming within the scope of this award shall be as follows:—

				Per Week		
				£	s.	d.
Station officers	.....	.....	.....	13	12	6
Senior station officer	.....	.....	.....	13	18	3
Fourth officer	.....	.....	.....	14	6	3
Third officer	.....	.....	.....	15	0	1

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

(c) Married men 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.

(d) 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.

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

(f) When an officer is employed on relieving duty and has to get a meal away from the station at which he is usually and normally employed he shall be paid the sum of 4s. per meal in each case.

(g) Salaries shall be paid fortnightly.

(h) Any station officer who is placed in charge of the following stations shall be paid 5s. 9d. extra per week whilst so employed: St Albans, Sydenham, Woolston, and Sockburn fire stations.

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

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

(k) Officers required to drive brigade vehicles shall be paid 10s. per week therefor.

(l) Officers who turn out to fires during leave periods shall be paid 6s. 6d. for the first hour and 5s. 6d. per hour thereafter with a minimum of one hour.

(m) The chief fire officer 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 a payment of 5s. 9d. shall be made.

(n) A service bonus of 1 $\frac{3}{4}$ d. per day shall be paid to all officers employed on the coming into operation of this award, and after the completion of the first year 1 $\frac{3}{4}$ d. per day extra shall be paid for each succeeding year of service.

(o) Officers who hold themselves available to respond to fire calls during leave periods shall be paid a relieving allowance of 11s. 6d. per week, provided they are within the hearing of the bells.

Increase in Rates of Remuneration

4. The rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953, and dated the 28th day of October 1954.

(EXPLANATORY NOTE.—The general order of the 28th October 1954 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 13 per cent. thereof, but excluded from the scope of the increase—

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £12 in the case of adult male workers, the amount of £9 in the case of adult female workers, and the amount of £7 in the case of male and female workers under the age of 21 years; and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Special Duties

5. (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 standbys 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 4s. 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 standby work after fires.

Uniforms

6. (a) The Board shall supply to each officer the following uniform free of charge: one cap, double breasted jacket, waistcoat, two pairs of trousers, one long sleeved cardigan, one pair of officer's ankle boots, one pair of officer's shoes.

(b) The Board shall also supply each officer yearly, free of charge, three negligé shirts with six collars, or, if the officer prefers, three coat shirts with collars attached, one woollen tie, two pairs of socks.

(c) All uniforms shall be made to measure.

(d) The Board shall issue to each officer, free of charge, leather knee boots, rubber knee boots, fire tunics, one raincoat.

(e) When considered necessary by any officer, he shall make application to the chief fire officer for the repair, dry cleaning, or replacement of issue of footwear or clothing.

(f) In the event of any dispute in connection with any matter arising from subclauses (a) to (e) of this clause, any such dispute shall be adjusted and decided by the chief fire officer and the officials of the union.

Transfers

7. Not less than fourteen days' notice (exclusive of extended leave periods) shall be given when an officer is under transfer. The cost of transport of effects shall be paid by the employer.

Ordinary Leave of Absence

8. (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 third 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 chief fire officer (which permission shall not be unreasonably withheld) change leave between themselves.

Extended leave

9.(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 chief fire officer. 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.

(c) 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.

Sickness

10. (a) Whenever an officer, by sickness or accident, is rendered unfit for duty he shall be paid full pay during the first four weeks, and on its expiration the employer may review each case on its merits with a view to extending such pay for a further period.

(b) When medical examinations are required by the employer, they shall be paid for by the employer.

Reports

11. An officer, having been reported to the chief fire officer 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

12. 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

13. 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

14. If any dispute or difference arises between the parties bound by this award, or any of them, as to any matters arising out of or connected with the award, but not specifically dealt with therein, the dispute or difference shall be referred at the request of any party thereto to a disputes 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 in which the dispute occurs. Either side shall have the right of appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

15. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

Scope of Award

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

Term of Award

17. This award, in so far as it relates to rates of wages prescribed in clauses 2 (b), 3 (a), (k), and (l) shall be deemed to have come into force on the 1st day of April 1956, and so far as all other provisions 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 23rd day of May 1958.

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 21st day of June 1956.

[L.S.]

W. F. STILWELL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

W. F. STILWELL, Judge.