

WELLINGTON CITY FIRE BRIGADE OFFICERS (OTHER THAN CHIEF FIRE OFFICERS AND DEPUTY CHIEF FIRE OFFICERS)—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Wellington]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 10th day of July 1959, between the Wellington Fire Board (hereinafter called the "employer") of the one part and the Wellington Fire Brigade Officers' (Other than Superintendents and Deputy Superintendents) Industrial Union of Workers (hereinafter called the "union") of the other part whereby it is mutually agreed by and between the said parties as set out in the following Schedule:

SCHEDULE

Industry to Which Agreement Applies

1. This agreement shall apply to permanent fire brigade officers (other than chief fire officers and deputy chief fire officers) 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 three-quarters of an hour.

(iv) Other holidays:

No work to be done except cleaning quarters and other necessary work which shall not exceed three-quarters of an hour.

(v) 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 payment of 5s. 9d. shall be made.

(b) Workers required to perform routine work (other than fire fighting) outside routine hours shall be paid 2s. 6d. 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	13 7 1
Station officers: thereafter	13 17 6
Senior station officers	14 3 3
Fourth officer	14 11 3
Third officer	15 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 4s. 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 24 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. 10d. per week 52 weeks in each year, being extra payment for holidays, Saturdays, and Sundays.

(g) The recognised officer in charge of Constable Street, Thorndon, Khandallah, Miramar, Northland and Brooklyn fire stations shall be paid 5s. 9d. extra per week. This shall not apply to relieving officers.

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

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

(m) Officers who hold themselves available to respond to fire-calls during leave periods shall be paid a relieving allowance of 12s. 6d. per week. Provided that they are within hearing of the bells.

(n) Officers who respond to fire calls on their days off or during extended leave periods shall be paid in addition to that provided under subclause (m) hereof the sum of 7s. per hour.

Increase in Rates of Remuneration

4. The rates of remuneration determined by this agreement 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 26th day of October 1956.

(EXPLANATORY NOTE—The general order of 26 October 1956 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 18 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 £13 in the case of adult male workers, the amount of £9 15s. in the case of adult female workers, and the amount of £7 10s. 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.

Transfers

6. (a) Not less than 14 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

7. (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

8. (a) Each officer shall be given 24 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 and provided further that subject to the consent of the officer concerned the 24 hours continuous time off referred to above may be adjusted to suit the exigencies of the service. The time of 9 a.m. referred to above may be varied mutually between officers and/or the men concerned subject to the approval of the chief fire officer (which shall not be unreasonably withheld).

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

Extended Leave

9. (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: 14 or 28 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 chief fire officer. A roster which shall continue to rotate 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

10. 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

11. 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

12. (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 48 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 24 hours of the receipt of the complaint by the chief fire officer. 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 desires.

(c) If, pending any inquiry (which shall be held within 10 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

13. 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

14. (a) Uniforms shall be supplied as required and in accordance with the Fire Service Council's standard uniforms, but with four white shirts, eight collars, two pairs of trousers, 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 chief fire officer, 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

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

General Conditions

16. (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

17. (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

18. If any dispute or difference shall arise between the parties bound by this agreement 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 21 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 14 days after the decision has been made known to the party desirous of appealing.

Workers to be Members of Union

19. (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 agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 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 agreement for workers of the age of 21 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 agreement 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 Agreement

20. This agreement shall apply to the parties named herein but shall not apply to chief fire officers and deputy chief fire officers.

Term of Agreement

21. This agreement in so far as it relates to rates of wages shall be deemed to have come into force on the 1st day of April 1959 and in so far as the other conditions of the agreement are concerned it shall come into force on the 10th day of July 1959 and shall continue in force until the 1st day of July 1960.

Signed on behalf of:

The Wellington Fire Brigade Officers' (Other than Superintendents and Deputy Superintendents) Industrial Union of Workers:

T. W. KER, President.
J. R. SCOTT, Secretary.

The Wellington Fire Board:

W. H. NANKERVIS, Chairman.