

NEW ZEALAND FIRE BRIGADES' CHIEF FIRE OFFICERS' AND DEPUTY CHIEF  
FIRE OFFICERS'—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Fire Brigade Chief Fire Officers and Deputy Chief Fire Officers Industrial Union of Workers (hereinafter called “the union”) and the undermentioned union and boards (hereinafter called “the employers”):

New Zealand Urban Fire Authorities Industrial Union of Employers, 97 The Terrace, Wellington.

Auckland Fire Board, Auckland.

Christchurch Fire Board, Christchurch.

Dunedin Fire Board, Dunedin.

Gisborne Fire Board, Gisborne.

Hamilton Fire Board, Hamilton.

Hastings Fire Board, Hastings.

Hawera Fire Board, Hawera.

Invercargill Fire Board, Invercargill.

Lower Hutt Fire Board, Lower Hutt.

Masterton Fire Board, Masterton.

Napier Fire Board, Napier.

Nelson Fire Board, Nelson.

New Plymouth Fire Board, New Plymouth.

North Shore Fire Board, Takapuna, Auckland.

Palmerston North Fire Board, Palmerston North.

Rotorua Fire Board, Rotorua.

Timaru Fire Board, Timaru.

Upper Hutt Fire Board, Upper Hutt.

Wanganui Fire Board, Wanganui.

Wellington Fire Board, Wellington.

Whangarei Fire Board, Whangarei.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the abovementioned 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 as hereinafter provided and shall continue in force until the 20th day of August 1960 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 20th day of February 1959.

[L.S.]

A. TYNDALL, Judge.

## SCHEDULE

*Hours and General Conditions*

1. The responsibility of the Chief Fire Officers and Deputy Chief Fire Officers in relation to their duties in general, their hours and their conditions of employment other than those specifically provided for in this award shall remain as at present between the Chief Fire Officers, Deputy Chief Fire Officers, and their respective employers unless varied by mutual arrangement between the Chief Fire Officers, Deputy Chief Fire Officers, and their respective employers.

*Salary Payments*

2. The following shall be the minimum salaries payable:

	Chief Fire Officers Annual £	Deputy Chief Fire Officers Annual £
Auckland .....	1,515	1,207
Wellington .....	1,427	1,119
Christchurch .....	1,383	1,075
Dunedin .....	1,339	1,075
Lower Hutt .....	1,207	1,031
North Shore .....	1,163	987
Palmerston North .....	1,163	987
Hamilton .....	1,163	987
Invercargill .....	1,119	943
Wanganui .....	1,119	943
New Plymouth .....	1,075	899
Napier .....	1,075	899
Timaru .....	1,075	899
Gisborne .....	1,031	855
Nelson .....	1,031	855
Hastings .....	1,031	855
Whangarei .....	943	—
Masterton .....	943	855
Rotorua .....	943	—
Upper Hutt .....	943	855
Hawera .....	855	—

### *Increase in Rates of Remuneration*

3. 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 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 Payments*

4. (a) Fuel, heating, and lighting shall be provided by the employer, or an allowance paid in lieu thereof.

(b) If an officer is required as an emergency measure to drive a fire appliance on one or more occasions in any week, he shall be paid an additional 10s. for that week.

(c) 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 10s. per hour.

### *Sickness*

5. 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*

6. (a) No officer shall be called upon to answer any charge arising out of any complaint made against him unless such complaint has been made against him in writing to the appropriate fire authority, and unless such officer is supplied with a copy of the said complaint at least seven days before the meeting of the fire authority which will consider such complaint.

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

(c) If, pending any inquiry, an officer has been suspended and is exonerated, such officer shall be paid for the time so suspended at ordinary rates of pay.

*Termination of Employment*

7. Twenty-eight days' notice of termination of employment shall be given by either side, but this shall not affect the right of the employer to dismiss an officer without notice for misconduct or conduct prejudicial to good order and discipline.

*Accommodation*

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

*Uniforms*

9. (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, together with an overcoat when required.

(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.

*Officers to be Members of Union*

10. (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 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 award for officers 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 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 officers the right to join the union.)

*Disputes*

11. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, such difference or dispute shall be settled between the chairman of the fire board and the secretary of the union, and in default of any settlement being arrived at, then 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. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

*Application of Award*

12. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

*Scope of Award*

13. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

*Term of Award*

14. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 1st day of December 1958, 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 20th day of August 1960.

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 20th day of February 1959.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The matters referred to and settled by the Court were as follow: hours and general conditions (clause 1), salary payments (clause 2), special payments (clause 4), sickness (clause 5), complaints (clause 6), termination of employment (clause 7), accommodation (clause 8), uniforms (clause 9), term of award, and claims relating to service allowance, relieving allowance, transfers, days off, extended leave, and gratuities.

\* A. TYNDALL, Judge.