

NEW ZEALAND FIRE BRIGADES 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 9th day of October 1961, between the New Zealand Urban Fire Authorities' Industrial Union of Employers of the one part and the New Zealand Fire Brigades Chief Fire Officers' and Deputy Chief Fire Officers' Industrial Union of Workers of the other part, whereby it is mutually agreed by and between the said parties hereto as follows:

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 agreement 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.

Day Leave

2. The Chief Fire Officer and Deputy Chief Fire Officer shall be entitled to reasonable freedom of movement for his own purposes each week as arranged between themselves provided that in the absence of one the other shall be on call and further provided that the efficiency of the brigade and general administration is not impaired. Should there be any dispute in connection with the operation of this clause it shall be dealt with under clause 11 of this agreement.

Salary Payments

3. The following shall be the minimum salaries payable:

	Chief Fire Officers, Annual £	Deputy Chief Fire Officers, Annual £
Auckland	1,848	1,584
Wellington	1,760	1,496
Christchurch	1,760	1,496
Dunedin	1,716	1,452
Hutt Valley and Bays	1,540	1,364
North Shore	1,496	1,320
Palmerston North	1,496	1,320
Hamilton	1,496	1,320
Invercargill	1,496	1,320
Wanganui	1,452	1,276
New Plymouth	1,408	1,232
Napier	1,408	1,232
Timaru	1,408	1,232
Hastings	1,408	1,232
Gisborne	1,364	1,188
Nelson	1,364	1,188
Petone	1,320	..
Whangarei	1,320	1,188
Rotorua	1,320	1,188
Masterton	1,276	1,188
Upper Hutt	1,276	1,188
Hawera	1,232	..

Special Payments

4. (a) Fuel, heating, and lighting shall be provided by the employer.
 (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 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 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 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 officers the right to join the union.)

Disputes

11. The essence of this agreement 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 agreement, 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 Agreement

12. This agreement 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 agreement comes into force or at any time whilst this agreement is in force, connected with or engaged in the industry to which this agreement applies within the industrial districts to which this agreement relates.

Scope of Agreement

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

Term of Agreement

14. This agreement, in so far as the provisions relating to the rates of salaries to be paid are concerned, shall be deemed to have come into force on the 26th day of June 1961 and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 26th day of June 1963.

Dated at Wellington this 9th day of October 1961.

For and on behalf of the New Zealand Urban Fire Authorities Industrial Union of Employers.

[L.S.]

E. H. FERGUSON, President.
W. J. LANGDON, Secretary.

For and on behalf of the New Zealand Fire Brigades Chief Fire Officers' and Deputy Chief Fire Officers' Industrial Union of Workers.

T. E. REID, President.
J. R. SCOTT, Secretary.