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**WELLINGTON FIRE BRIGADE OFFICERS (OTHER THAN CHIEF AND DEPUTY  
CHIEF FIRE OFFICERS)—AWARD**

In the Court of Arbitration of New Zealand, Wellington Industrial District—  
In the matter of the Industrial Conciliation and Arbitration Act 1954; and  
in the matter of an industrial dispute between the Wellington Fire Brigade  
Officers' (other than Superintendent and Deputy Superintendent) Industrial  
Union of Workers (hereinafter called "the union") and the under-mentioned  
board (hereinafter called "the employers"):

The Wellington Fire Board, Wellington.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned 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 11th day of June 1966 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 11th day of December 1964.

[L.S.]

A. P. BLAIR, Judge.

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SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to all permanent fire brigade officers (other than chief fire officer and deputy chief fire officer) employed in connection with fire fighting who are specifically provided for herein.

*Routine Hours*

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

- (i) Monday to Friday: Routine hours shall be seven hours per day to be worked between the hours of 8 a.m. and 5 p.m. One hour for lunch shall be allowed, such times to be fixed by the chief officer in each brigade.
- (ii) Saturdays: Routine hours shall be three and three-quarter hours to be worked between the hours of 8 a.m. and 12 noon.
- (iii) Sundays, Good Friday, Easter Monday, the Sovereign's birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, New Year's Day, and Anniversary Day: Routine work shall be not more than three-quarters of an hour to be worked between the hours of 8 a.m. and 9.30 a.m.

(iv) Roll calls shall be held each day, one at the starting time decided upon for each working day and others at the discretion of the chief fire officer subject to them not being held outside routine hours.

(v) Morning and afternoon tea breaks of 10 minutes each shall be allowed.

(b) The chief fire officer may arrange, subject to agreement with the union, 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 6s. 7d. shall be made, provided that the time as set out in this subclause may be varied by agreement between the chief fire officer and the union.

(c) Workers required to perform routine work (other than fire fighting) outside routine hours shall be paid 3s. 3d. per hour or part thereof in addition to their ordinary wage, with a minimum payment of two hours in any week in which they are required to perform such work outside routine hours.

### *Wages*

3. (a) The minimum rates 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 – for first six months	.....	.....	21	15	0
Station officer – thereafter	.....	.....	22	7	0
Senior station officers and inspecting officers	.....	.....	22	13	0
Fourth officers	.....	.....	23	2	0
Third officers	.....	.....	23	17	0

(b) Where an officer is employed on duty away from the station at which he is usually and normally employed he shall be paid 5s. 7d. per meal in each case.

Where an officer is employed on stand-by work after fires, he shall, within four hours of the time at which he finished his last meal prior to undertaking the stand-by work after fires be either relieved for sufficient time to enable him to return to his station and partake of a meal or be supplied with a hot meal or be paid the sum of 5s. 7d. as meal money. He shall also be entitled to the benefit of the foregoing provision in respect of every additional four hours thereafter during which he continues to be engaged on stand-by work after fires.

(c) In stations where there is no mess, officers not renting married quarters at that station shall be paid 8s. per week extra.

(d) All officers shall be paid the sum of £1 9s. 2d. per week, 52 weeks in each year, being extra payment for holidays, Saturdays, and Sundays.

(e) On completion of three years' service an officer shall be paid a service bonus of 1s. 2d. per week for the fourth year of service and thereafter 1s. 2d. per week for each succeeding year of service. Service under the New Zealand (except Marlborough and Westland) Fire Brigades Employees (other than Officers) Award shall count for the purposes of this subclause.

(f) Officers placed in charge of any of the following stations shall be paid 6s. 6d. extra per week while so employed: Constable Street, Thorndon, Khandallah, Miramar, Northland, Brooklyn.

(g) The divisor used to compute the daily rate of pay of any officer from his weekly rate shall be three and a half.

(h) All wages shall be paid weekly in the employer's time, on a regular pay-day which shall be not later than Thursday. With each wage payment there shall be supplied a statement of all variable items in the wage make up.

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

(j) All officers are expected to drive and shall receive a payment of 10s. 10d. per week for 52 weeks in each year.

(k) Officers who hold themselves available to respond to fire calls during leave periods shall be paid a relieving allowance of 13s. 7d. per week: Provided that they are within hearing of the bells.

(l) Officers who respond when required to fire calls on their days off or during extended leave periods shall be paid, in addition to that provided under subclause (k) of this clause, at the rate of 7s. 11d. per hour with a minimum payment of one hour.

(m) Where flying squads operate a payment of 7s. 11d. per night shall be made to the officers concerned.

(n) *Qualification Bonus*—Where a worker employed by the fire board bound by this award obtains a full pass in one of the examinations listed hereunder he shall have added to his appropriate wage a bonus as set out hereunder; provided that a worker holding more than one qualification shall be paid for that carrying the higher allowance.

			Per Week	
			s.	d.
Associate Membership N.Z.F.B.I.	.....	.....	5	0
Full Membership N.Z.F.B.I.	.....	.....	7	6
Graduate Membership I.F.E.	.....	.....	10	0
Associate Membership I.F.E.	.....	.....	12	6

#### *Special Duties*

4. (a) Officers when called upon for ship fires or salvage work or flood damage or duties where special calls are made on the brigade 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 9s. 6d. per hour.

(b) While engaged on special duties under subclause (a) of this clause, an officer shall, within four hours of the time at which he finished his last meal prior to undertaking the special duties, be either relieved for sufficient time to enable him to return to his station and partake of a meal or be supplied with a hot meal or be paid the sum of 5s. 7d. 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.

#### *Ordinary Leave*

5. (a) Each officer shall be allowed leave of absence without deduction of pay as follows: 24 hours' continuous leave commencing not earlier than 7 a.m. and not later than 9 a.m. every second day during duty periods: Provided that in cases where an emergency such as, for instance, fire duty and/or sickness amongst other members of the staff, prevents such leave being given, such leave shall be made up to the officer subsequently: Provided, further, that for the purposes of changing rosters, officers may be employed for two days continuously subject to the extra day being made up to the officer. The chief officer and officer's representative to arrange same.

(b) Officers may, with 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*

6. (a) Each officer within each six months' continuous service (based on the date on which his employment commenced) shall be granted holidays without deduction of pay as follows: 21 consecutive days (inclusive of Sundays). Such leave shall be given and taken at a time to be determined by the chief fire officer and as soon as reasonably practicable after the date upon which such holidays become due.

(b) Payment of wages covering the holiday period shall be made prior to the officer going on leave.

(c) Any officer leaving the service shall be paid a proportionate leave allowance to the date of leave calculated at the rate specified in subclause (a) of this clause.

(d) At the request of the officer the chief fire officer may, at his discretion, permit portion of the extended leave to be taken at other periods and not in consecutive days as provided above.

*Relieving and Higher Duties*

7. (a) 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, but in the case of the third officer he shall be paid at the rate of an additional 5s. 5d. per day.

(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 other than that at which he is normally and usually employed.

*Transfer*

8. (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.

*Sickness*

9. (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 board may review each case on its merits with a view to extending such pay for a further period: Provided, however, that this subclause shall not apply if the sickness or accident has resulted from the participation by the officer in secondary employment for remuneration.

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

*Termination of Employment*

10. 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.

*Complaints, Inquiries, and Reports*

11. (a) All complaints or charges shall be made to the officer in writing giving full details of complaint or charge, and shall be delivered to him within two days of the happening. Further, he shall be entitled to have the assistance of a representative of the union at any inquiry which may affect him in any way

and they shall have the full right to see all papers in connection with such complaint or charge. The decision of such inquiry shall be conveyed to the officer in writing and if he wishes to appeal to the fire board he shall within seven days give notice of such appeal to the chief fire officer.

(b) The officer or the union's representative shall have the right to (with the officer's approval) inspect the officer's sheet once in each three months, and any new entry which is entered on such record sheet shall be signed by the officer or if he refuses to sign it, shall be dealt with as a complaint, and if the final decision is against the officer, he, together with the complainant, shall sign such entry.

(c) If the officer has no entry against him for a period of two years, all previous entries shall be cancelled and he shall be deemed to have a clean record.

(d) If, pending an 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 suspended at ordinary rates of pay.

### *Uniforms*

12. (a) Uniforms shall be provided by the employer which shall comprise one peak cap, one pair top boots, two pairs of lace boots or one pair of lace boots and one pair of shoes, one undress tunic, two fire tunics, two pairs of trousers, four shirts, eight collars, two ties, one pullover or cardigan or fire jersey, one raincoat, two pairs of socks, and one pair of gym shoes where such officers instruct in physical training.

(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 as enumerated in subclause (a) hereof shall be replaced when damaged or worn out.

(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 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.

(f) 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 and clothing.

### *General Conditions*

13. (a) 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.

(b) 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 officer.

(c) Any private apparel damaged at a fire shall be repaired or replaced by the employer.

(d) In all cases of promotions seniority shall be given due consideration and whenever vacancies occur in the service, notice shall be posted inviting applications from officers for the filling of such vacancies and such applications shall receive full consideration.

### *Disputes*

14. If during the currency of this award any dispute or difference shall arise between the parties as to any matter 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 to the award to a disputes committee consisting of two representatives of each side nominated respectively by the workers' union

and the employer 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 14 days from the date of the appointment of the chairman. 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 14 days after such decision has been made known to the party desirous of appealing.

#### *Unqualified Preference*

15. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

#### *Watchroom or Squadroom*

16. An officer who is required to sleep in a squadroom shall be supplied with at least four blankets, two sheets, and two pillowslips for his use while sleeping therein.

#### *Scope and Application of Award*

17. This award shall apply to the Wellington Fire Board and to the officers employed by this board who are specifically provided for herein, but shall not apply to the chief fire officer and deputy chief fire officer.

#### *Term of Award*

18. 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 14th day of October 1964, 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 11th day of June 1966.

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 11th day of December 1964.

[L.S.]

A. P. BLAIR, Judge.

## MEMORANDUM

The matters referred to and settled by the Court related to routine hours (cl. 2 (b) and (c)), wages and additional payments (cl. 3 (a), (b), (f), (h), (m) and (n)), claim for additional payment for officers whilst performing work of any recognised trade, special duties (cl. 4 (a)), ordinary leave (cl. 5 (b)), extended leave (cl. 6 (a)), sickness (cl. 9 (a)), termination of employment (cl. 10), complaints, etc., (cl. 11 (a)), disputes (cl. 14), and term of award.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 15 in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed by this award are *not* to be increased by the application of the provisions of the Court's general order of 19 August 1964.

Mr Grant is not in agreement and his dissenting opinion follows.

A. P. BLAIR, Judge.

## DISSENTING OPINION OF MR GRANT

Taking into consideration the fact that the award being replaced was for a term of three years, a term entered into by agreement between the parties, the increases in wages in this award are too low and are a direct indication to the workers that awards for a shorter term should be the logical aim. By refusing to write into this award a claim by the workers union that "any officer required to perform the work of any recognised trade shall be paid the sum of 15s. per week whilst so employed in addition to the wage to which he is entitled under subclause (a) of this clause", (clause 3), the Court has entitled the officers to assume that they should not be expected to do the work of any recognised trade in addition to their normal routine and fire-fighting duties. This assumption must be strengthened by the fact that such trade work is recognised by an additional payment in the New Zealand (except Marlborough and Westland) Fire Brigades Employees (other than Officers) Award.

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