

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 Brigades Chief Fire Officers and Deputy Chief Fire Officers Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned union (hereinafter called “the employers”):

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

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 provided and shall continue in force until the 15th day of October 1965 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 8th day of May 1964.

[L.S.]

K. G. ARCHER, 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.

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 or difference between officers in connection with the operation of this clause, the matter shall be referred to the management committee of the officers' union, which shall, after hearing representations from both officers, decide the matter and such decision shall be final and binding and shall be conveyed to the New Zealand Urban Fire Authorities Industrial Union of Employers.

Salary Payments

3. The following shall be the minimum salaries payable:

	Chief Fire Officers, Annual	Deputy Chief Fire Officers, Annual
	£	£
Auckland	2,000	1,712
Wellington	1,904	1,616
Christchurch	1,904	1,616
Dunedin	1,856	1,568
Hutt Valley and Bays	1,664	1,472
North Shore	1,616	1,424
Palmerston North	1,616	1,424
Hamilton	1,616	1,424
Invercargill	1,616	1,424
Wanganui	1,568	1,376
New Plymouth	1,520	1,328
Napier	1,520	1,328
Timaru	1,520	1,328
Hastings	1,520	1,328
Gisborne	1,472	1,280
Nelson	1,472	1,280
Tauranga	1,472
Rotorua	1,472	1,280
Petone	1,424
Porirua	1,424
Whangarei	1,424	1,280
Masterton	1,376	1,280
Upper Hutt	1,376	1,280
Hawera	1,328

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 15s. 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 within seven days of the laying of the complaint. Any such complaint shall be laid within 28 days of the happening.

(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 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. Such officer may appeal to the Board for reconsideration against termination or suspension of his employment and may have the assistance of a representative of the officers' union.

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.

Unqualified Preference

10. (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.)

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 salaries to be paid are concerned, shall be deemed to have come into force on the 1st day of July 1963, 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 15th day of October 1965.

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 8th day of May 1964.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

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 10 in the award in the form in which it was agreed upon in the Council of Conciliation.

K. G. ARCHER, Judge.
