

**NEW ZEALAND (EXCEPT MARLBOROUGH AND WESTLAND) FIRE BRIGADES  
EMPLOYEES (OTHER THAN OFFICERS)—AWARD**

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Nelson, 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 undermentioned union (hereinafter called “the employers”):

New Zealand Urban Fire Authorities Industrial Union of Employers, Royal Exchange House, 111–115 Customhouse Quay, Wellington.

and the undermentioned association and unions (hereinafter called “the union”):

New Zealand Federated Fire Brigades’ Employees Industrial Association of Workers, care of Central Fire Station, Christchurch.

Northern, Wellington, Taranaki, and Nelson Fire Brigades Employees Industrial Union of Workers, 84A Oriental Parade, Wellington.

Auckland and North Shore Fire Brigades’ Employees Industrial Union of Workers, 304 Pacific Buildings, Wellesley Street, Auckland.

Canterbury Fire Brigades’ Employees Industrial Union of Workers, Central Fire Station, Christchurch.

Dunedin Fire Brigades’ Employees Industrial Union of Workers, 28 Josephine Street, Dunedin.

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 11th day of November 1967 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 6th day of December 1965.

[L.S.]

A. P. BLAIR, Judge.

## SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to workers employed in connection with fire fighting who are specifically provided for herein.

*Definitions*

2. (a) A "probationer fireman" is a worker serving a probationary period of three months before appointment to the permanent staff.

(b) A "second-class fireman" is a worker who has completed a probationary period of three months.

(c) A "first-class fireman" is a worker who has completed not less than 12 months' service and passed the necessary examinations for his rank: Provided that after two years' service a worker shall automatically be rated as a first-class fireman.

(d) A "senior fireman" is a worker who has served three years continuously in any fire brigade in a permanent capacity and who has passed the necessary examinations: Provided that subject to the recommendation of the chief fire officer, which shall not unreasonably be withheld, men in the service of the fire boards covered by this award for a period of more than seven years may be rated as senior firemen: Provided, further, that a pass in the Institution of Fire Engineers Graduates Examination or the New Zealand Fire Brigades' Institute (Member) Examination, shall be deemed sufficient qualification for a senior fireman's theory examination.

(e) The increased wages shall be paid from the date when the worker has completed the required time, subject to his passing the required examination; provided that if the worker fails to pass the required examination on the first occasion, the increased wages shall be paid only from the date when the worker sat and passed his final examination.

(f) On the request of the union or the employer the theoretical part of the examinations referred to above may be set by an officer of the Fire Service Council, otherwise this part of the examinations shall be set by the chief fire officer.

Such examinations shall be held at least once each year. The practical part of the examinations shall be conducted by two examiners, one to be appointed by the board, and one by the union.

(g) In cases where equivalent permanent service has been performed in any brigade, such service shall be accepted for the purpose of arriving at the term of service as specified above.

(h) For the purposes of clause 13 of this award, a "mess" is a place in a station where a cook other than a member of the fire brigade is employed.

*Routine Hours*

3. (a) Daily routine to be observed as follows in all brigades:

(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 3½ 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 the day following, and Anniversary Day (except that in Christchurch and Hawke's Bay Show Day shall be held in lieu of 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 5s. 6d. 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 2s. 3d. for the first hour, or part thereof, and thereafter at the rate of 2s. 3d. per hour in addition to their ordinary wage.
- (d) Workers required to perform watchroom attendance in the watchroom outside routine hours shall be paid at the rate prescribed in subclause (c) of this clause.
- (e) If meal hours are lost or interrupted by fire calls, the time lost shall be made up to the workers as soon as possible.

#### *Wages*

4. (a) The minimum rates of wages to be paid to the several classes of workers shall be:

	Per Week
	£ s. d.
Probationer firemen .....	17 10 0
Second-class firemen .....	18 5 0
First-class firemen .....	19 5 0
Senior firemen .....	19 15 0

(b) A fireman-driver shall be paid 12s. per week 52 weeks in the year in addition to the wage to which he is entitled as a fireman in accordance with the classification. Firemen driving brigade vehicles shall have their driving licences paid for by the board.

(c) If a fireman is required to perform the work of a motor mechanic, plumber, painter, carpenter, bricklayer or electrician, he shall be paid the sum of 10s. 10d. per week whilst so employed in addition to the wage to which he is entitled under subclause (a) of this clause.

(d) Firemen and motor drivers on completion of three years' service shall be paid 1s. 2d. per week extra during the fourth year of service and thereafter 1s. 2d. per week extra for each succeeding year of service.

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

(f) Where a man is employed on relieving duty and has to get a meal away from the station at which he is usually and normally employed he shall be paid the sum of 5s. 7d. per meal in each case.

Where a worker 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.

(g) All workers shall be paid 26s. 6d. per week 52 weeks in each year, being extra payments for holidays, Saturdays, and Sundays.

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

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

(j) All wages shall be paid weekly or fortnightly in the employer's time, on a regular pay-day which shall not be later than Thursday. With each wage payment the worker shall be supplied in writing with a statement detailing the variable items of the wage make-up.

(k) Firemen other than auxiliary firemen 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 (h) of this clause, the sum of 6s. 7d. per hour (or part thereof) for the first hour and for each succeeding hour 5s. 6d. per hour.

(l) When flying squads operate as in the Wellington and Christchurch Fire Boards, payment of 7s. 11d. per night shall be made to the workers concerned.

(m) All special payments accruing to a worker shall be paid on the pay-day in the week following the claim being received.

(n) *Qualification Bonus*—Where a worker employed by any 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 New Zealand Fire Brigades Institute .....	5	0
Full membership New Zealand Fire Brigades Institute .....	7	6
Graduate membership Institution of Fire Engineers .....	10	0
Associate membership Institution of Fire Engineers .....	12	6

#### *Special Duties*

5. (a) Workers when called upon for ship fires or salvage work or flood damage or duties where special calls are made on the brigade as a result of which an employer claims payment for its services shall be paid at a rate of 8s. for the first hour or part thereof and thereafter 4s. per half hour or part thereof.

(b) While engaged on special duties under subclause (a) of this clause, a worker shall, within four hours of the time at which he finished his last meal prior to undertaking the special duties of 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 special duties or stand-by work after fires.

#### *Firemen Relieving in Higher Positions*

6. Whenever a fireman is required to relieve for a period of 24 hours or more in a position which carries a higher wage than he is receiving (whether or not the position is covered by this award) such worker shall be paid during such period at a rate not less than such higher wage.

*Ordinary Leave of Absence*

7. (a) Each worker shall be allowed leave of absence without deduction of pay as follows: Twenty-four 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 members of the staff, prevents such leave being given, such leave shall be made up to the worker subsequently: Provided, further, that for the purpose of changing rosters men may be employed for two days continuously subject to the extra day being made up to the worker.

(b) Workers 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: Provided that no man shall do more than 48 hours' continuous duty.

*Extended Leave*

8. (a) Each worker 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: Twenty-one consecutive days (inclusive of Sundays). By agreement between a board and the union concerned the above provision may be varied to permit of 14 consecutive days' leave (inclusive of Sundays) being granted to workers within each four months of continuous service (based on the date on which his employment commenced). 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 worker going on leave.

(c) Any worker 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 worker 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.

*Sickness, Accident, and Deductions*

9. (a) Whenever a worker is rendered unfit for duty as a result of sickness or accident, he shall, upon production of a medical certificate, be paid full pay during the first three weeks of his inability to attend work, and at the expiration of three weeks the employer may review each case on its merits with a view to extending or otherwise such pay for a further period: Provided, however, that should the worker be entitled to claim for compensation or damages against a third party, this subclause shall not in such case apply.

(b) All medical certificates required by the board shall be paid for by the board.

(c) The employer shall be entitled to make deductions from the wages of workers for time lost through the workers' default.

*Transfers*

10. (a) Where a worker, who is a married man in quarters rented from the board, is under transfer or required to take other married quarters to be rented from the board, he shall be given 14 days' notice of transfer and his effects shall be transported by the employer.

(b) Other workers, except in cases of emergency, shall be given seven days' notice of transfer and their belongings shall be transported by the employer.

*Uniforms*

11. (a) On commencing employment each worker shall be supplied by the employer, free of charge to the worker, with the following articles: One pair of new gumboots, two pairs of new ankle boots (or one pair of ankle boots and one pair of shoes), two peak caps, two fire tunics, one uniform undress jacket, one jersey, one V-neck pullover, four white collars, two white shirts, two black ties, one pair of gym. shoes in those stations where physical training is part of the training syllabus, one oilskin coat, two working shirts, two pairs of trousers, and two pairs of socks.

(b) On the completion of three months' service the worker shall be supplied with a complete new outfit unless new articles have already been supplied. In addition the worker shall be supplied with a new pair of top boots.

(c) Within one year of the commencement of the employment or of the previous issue a new pair of ankle boots or shoes, one undress tunic, and two pairs of trousers shall be supplied to the worker.

(d) A new pair of top boots shall be issued within each four years of service: Provided that if a new or improved boot is issued in any brigade this subclause and the annual issue of ankle boots provided above may be varied by agreement.

(e) All articles shall be kept in repair by the board and shall be replaced when worn out. When considered necessary by any worker, he may make application for the dry cleaning of his uniform and the cost of such dry cleaning, if approved, shall be met by the board.

(f) A kit inspection shall be held at least once in every three months for the purpose of adjusting the uniform equipment.

(g) Men shall be measured for uniforms.

(h) In the event of any dispute arising in connection with the issue of uniforms the chief fire officer and a representative of the union shall adjust the dispute.

(i) Clothing supplied under this clause shall remain the property of the employer: Provided that in the case of a worker leaving the service of the board, clothing being worn by him and not required by the board may be retained by such worker at a price to be agreed upon between the board and himself.

*Watchroom or Squadroom*

12. A worker who is required to sleep in a watchroom or squadroom or in single men's quarters shall be supplied with suitable bed and bedding to include four blankets, two sheets, and two pillow slips for his use while sleeping therein.

*Cook*

13. Twelve pounds per week shall be paid by the employer to the central mess fund as a contribution towards the wages of the cook and mess assistants. The employer shall also pay the premium for insurance against employer liability claims in respect of the cook.

*Refreshments*

14. The employer shall, so far as may be found practicable, make arrangements so that firemen are not employed working at the scene of a fire for periods exceeding four hours between meals without receiving refreshments.

*Miscellaneous*

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

(b) The employer shall make provision for disinfection of smoke protection equipment. B.A. sets shall be thoroughly disinfected after use in accordance with the recommendation of the New Zealand Department of Health.

(c) Union members shall be permitted to attend union meetings where it is reasonable and practicable to do so.

(d) In all cases of promotion, seniority shall be given due consideration, and all other things being equal, prior consideration shall be given to service with the employer.

Whenever vacancies or any new position occur in the service, notice shall be posted inviting applications from the workers for the filling of such vacancies and such applications shall receive full consideration.

(e) Facilities for washing and drying clothes shall be provided at all fire stations.

(f) It shall be the duty of the board to provide for the station mess all reasonable eating, cooking, and cleaning utensils.

(g) The board shall provide sufficient containers in which men may pack their blankets and personal gear for transport when on relieving duties to outstations.

(h) Fire helmets provided to workers shall comply with Standard Specifications F.S.C. 5/51 issued by the Fire Service Council of New Zealand.

(i) A telephone for the staff shall be supplied by the employer for the use of firemen at all stations.

#### *Complaints, Inquiries, and Reports*

16. (a) All complaints or charges shall be made to the worker in writing, giving full details of complaint or charge, and shall be delivered to him within three 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 worker in writing, and if he wishes to appeal to the Board, he shall within seven days give notice of such appeal to the chief fire officer.

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

(c) If the worker has had 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 any inquiry which shall be held within 14 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*

17. Fourteen days' notice of termination of employment shall be given on either side, but this shall not prevent the summary dismissal or suspension of a worker for misconduct or conduct prejudicial to good order and discipline: Provided that such worker may appeal to the board and shall have all the rights conferred by clause 16 (Complaints, Inquiries, and Reports).



*Auxiliary Firemen*

18. (a) Auxiliary firemen, other than volunteers, shall be paid as follows:

For training duty or drills, 7s. 7d. per hour or part thereof.

For fire duty, for the first hour or part thereof, 8s. 8d. For each succeeding hour of fire duty or part thereof, 7s. 3d.

For false alarm calls between the hours of 10 p.m. and 6 a.m., 7s. 3d. per call. (No payments between the hours of 6 a.m. and 10 p.m.)

For night duty, 7s. 8d. per night subject to signing on at 7 p.m. (Minimum attendance three nights in each week; no maximum.)

(b) Only clauses 5, 12, 14, 15, 16, 18, 20, and 21 of this award shall apply to auxiliary firemen.

*Watchroom*

19. (a) Notwithstanding the provisions of this award the fire boards of Auckland, Wellington, Christchurch, and Dunedin shall, at their central stations employ clerical workers to perform watchroom duty under the following conditions:

(i) Except as otherwise provided such workers shall be paid not less than the rate of remuneration and enjoy the conditions as set out from time to time in the New Zealand Clerical Workers Award.

(ii) The ordinary hours of work of such workers shall not exceed five shifts of eight hours per shift including crib time which shall not exceed 30 minutes.

(iii) Such workers shall be paid 4s. extra per shift. As far as practicable all shifts shall rotate weekly

(iv) Annual holidays shall be granted in accordance with the Annual Holidays Act 1944 provided that on completion of each year of service with the same employer the annual holiday shall be three weeks.

(b) Where clerical workers are employed in the watchroom the employer may, in an emergency, require firemen to perform watchroom duty and for the time so employed such firemen shall be paid in accordance with the provisions of subclause (d) of clause 3 of this award.

(c) The provisions of this clause shall operate as from 1 May 1966, provided that by agreement between the board and the union the provisions may be brought into force prior to the above-mentioned date; provided, further, that if any board through circumstances beyond its control, such as lack of suitable personnel available, finds itself not able to commence operating this clause by 1 May 1966, the board and the union may agree to a postponement of the operative date.

*Disputes*

20. The essence of this award being that the work of the employer shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award or any of them, as to any matter whatever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference as the same shall arise shall be referred to a committee to be composed of two representatives of the union and two representatives of the employer concerned for their decision. The decision of the majority of the committee shall be binding, and if no decision is arrived at, then the matter shall be referred to a National Disputes Committee, consisting of either three representatives of the New Zealand Federated Fire Brigades' Employees Industrial Association of Workers or three representatives of the Northern, Wellington, Taranaki, and Nelson Fire Brigades Employees Industrial Union of Workers



dependent on the location of the dispute, and three representatives of the New Zealand Urban Fire Authorities Industrial Union of Employers. The decision of the National Disputes Committee shall be binding, and if no decision is arrived at either party may appeal to the Court of Arbitration upon giving written notice of such appeal to the other party within 14 days after the failure of the National Disputes Committee to arrive at a decision, or the National Disputes Committee may itself refer the matter to the Court of Arbitration for decision.

#### *Unqualified Preference*

21. (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.)

#### *Right of Entry*

22. The secretary, or other authorised officer of the union of workers shall, with the consent of the employer (such consent not to be unreasonably withheld), be entitled to enter at all reasonable times upon the appropriate fire station and there interview any workers but not so as to interfere unduly with the work of the employer.

#### *Under-rate Workers*

23. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *Scope and Application of Award*

24. This award shall operate throughout the Northern, Taranaki, Wellington, Nelson, Canterbury, and Otago and Southland Industrial Districts and shall apply only to the following specified fire boards and to the workers employed by these boards who are specifically provided for herein:

Auckland Metropolitan Fire Board.	New Plymouth Fire Board.
Christchurch Metropolitan Fire Board.	North Shore Fire Board.
Dunedin Metropolitan Fire Board.	Palmerston North Fire Board.
Gisborne Fire Board.	Petone Fire Board.
Hamilton Fire Board.	Porirua Fire Board.
Hastings Fire Board.	Rotorua Fire Board.
Hawera Fire Board.	Tauranga Fire Board.
Hutt Valley and Bays Fire Board.	Timaru Fire Board.
Invercargill Fire Board.	Upper Hutt Fire Board.
Masterton Fire Board.	Wanganui Fire Board.
Napier Fire Board.	Wellington Fire Board.
Nelson Fire Board.	Whangarei Fire Board.

#### *Term of Award*

25. This award, in so far as the rates of wages to be paid are concerned, shall be deemed to have come into force on the 30th day of July 1965, 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 November 1967.

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 6th day of December 1965.

[L.S.]

A. P. BLAIR, 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 21 in the award in the form in which it was agreed upon in the Council of Conciliation.

The assessors desire that the following statement be recorded:

“It is understood and agreed by the parties that the words in clause 5 (Special Duties) ‘Where special calls are made on the brigade as a result of which an employer claims payment for its services’ would not apply to services which are humanitarian or for the purpose of fire-prevention except in cases where pre-arranged contracts have been entered into for the utilisation of brigade manpower, plant or equipment.

The parties also wish to record their agreement that after three months’ operation, either party may seek a meeting between the New Zealand Urban Fire Authorities Industrial Union of Employers and the union to discuss and resolve any problems associated with the introduction of clause 19 (Watchroom) and failing agreement to reserve the right to refer the matters in dispute to the Court for review pursuant to section 162 of the Industrial Conciliation and Arbitration Act 1954.”

A. P. BLAIR, Judge.

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