

NEW ZEALAND (EXCEPT MARLBOROUGH AND WESTLAND) FIRE
BRIGADES' EMPLOYEES (OTHER THAN CHIEF FIRE OFFICERS
AND DEPUTY CHIEF FIRE OFFICERS)—AMENDMENT OF AWARD

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 the New Zealand (except Marlborough and Westland) Fire Brigades' Employees (other than Chief Fire Officers and Deputy Chief Fire Officers) Award, dated the 30th day of October 1969, and recorded in 69 Book of Awards

Upon reading the joint application made by parties to the New Zealand (except Marlborough and Westland) Fire Brigades' Employees (other than Chief Fire Officers and Deputy Chief Fire Officers) Award, dated the 30th day of October 1969; and upon being satisfied that all the original parties are desirous that the Award should be reviewed by it, the Court, in pursuance and exercise of the powers vested in it by section 162(1)(b) of the Industrial Conciliation and Arbitration Act 1954, and with the consent of the original parties, doth hereby Order as follows:

1. That the said award shall be amended in the manner following:

- (1) By adding to subclause (b) of clause 18 (Extended Leave) the following sentences:
"Payment for holidays shall be on the basis of the worker's average weekly taxable earnings for the six months period (or lesser period where applicable) immediately preceding his holiday entitlement provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. In cases where services are terminated, the computation of average holiday pay shall be based on a pro rata basis for each complete week worked."
- (2) By adding to clause 22 (Bed and Bedding) the following sentence:
"Such workers shall be provided with suitable individual lockers for the storage of their clothes and bedding."
- (3) By inserting in clause 24 (Hours of Duty) after subclause (a) the following subclause:
"(a) (a) In lieu of the abovementioned hours of duty a Board may agree with the union concerned to employ a probationary fireman during the first six weeks of his employment under special conditions."
- (4) By deleting subclause (a) of clause 26 (Annual Holidays) and substituting therefor the following subclause:
"26. (a) (i) 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: Fourteen 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.
(ii) In lieu of the provisions of paragraph (i) of this subclause and of clause 27
(e) (ii) the following conditions may be agreed to between a Board and the union concerned:

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: Eighteen consecutive days (inclusive of Sundays). By further agreement between a Board and the union concerned the above provision may

be varied to permit 12 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."

- (5) By adding to subclause (b) of clause 26 (Annual Holidays) the following sentences:
 "Payment for annual holidays shall be on the basis of the worker's average weekly taxable earnings for the six months period (or lesser period where applicable) immediately preceding his holiday entitlement provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. In cases where services are terminated, the computation of average holiday pay shall be based on a pro rata basis for each complete week worked."

- (6) By adding to paragraph (i) of subclause (e) of clause 27 (Wages) the following subparagraph:

"(c) By agreement between a Board and the union concerned the extra payments under subparagraphs (a) and (b) of paragraph (i) of this subclause may be assessed at a fixed weekly rate for 52 weeks of the year provided that the assessment for time worked in attending fire calls and recommissioning appliances after fires is based on the average time spent on such work, outside of routine hours, for the previous 12 months."

- (7) By adding to paragraph (ii) of subclause (e) of clause 27 (Wages) the following proviso:

"Provided that by agreement between a Board and the union concerned a payment of one day's pay may be made in lieu of the holiday. "One day's pay" shall mean one-fifth of the weekly rate under subclause (a) of this clause plus any entitlement under subclauses (b), (d), and (f) of this clause."

- (8) By adding to paragraph (vi) of subclause (a) of clause 31 (Watchroom - Auckland, Wellington, Christchurch, Dunedin) the following sentences:

"Payment for annual holidays shall be on the basis of the worker's average weekly taxable earnings for the year (or lesser period where applicable) immediately preceding his annual holiday entitlement provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. In cases where services are terminated, the computation of average holiday pay shall be based on a pro rata basis for each complete week worked."

- (9) By inserting in clause 31 (Watchroom - Auckland, Wellington, Christchurch, Dunedin) the word "double" after the words "payment at" in the last sentence of paragraph (vii) of subclause (a).

2. That this order shall take effect as from the day of the date hereof.

DATED this 5th day of March 1970.

J. B. THOMSON, Judge.