NEW ZEALAND FIRE BRIGADES CHIEF FIRE OFFICERS AND DEPUTY CHIEF FIRE OFFICERS—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913

This industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913 this 5th day of June 1970 between the New Zealand Urban Fire Authorities Industrial Union of Employers (hereinafter referred to as "the employers") on the one part and The New Zealand Executive Fire Officers Society (Incorporated) of the other part wherein it is mutually agreed by and between the parties as set out below:

(1) That the terms, conditions, stipulations and provisions contained and set out in the schedule hereto shall be binding on the said parties and that they are deemed to be and are hereby declared to form part of this agreement.

(2) The said parties hereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations and provisions, and shall in all respects abide by and perform the same.

SCHEDULE

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.

LEAVE

- 2. (a) Day Leave—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 Society 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.
- (b) Extended Leave—Each officer shall be entitled to six weeks' extended leave within each twelve months' continuous service to be arranged between themselves and approved by the employer.

SALARY PAYMENTS

3. The following shall be the minimum salaries payable:

	Chief Fire Officers	Deputy Chief Fire Officers
	From 1st February	From 1st February
	1970	1970
	Annual	Annual
Auckland	\$658 0	\$5740
Wellington	6020	5180
Christchurch	602 0	5180
Dunedin	5880	5040
Hutt Valley and Bays	5320	47 60
North Shore	5320	47 60
Palmerston North	5180	462 0
Hamilton	5180	462 0

	Chief Fire Officers From 1st February 1970	Deputy Chief Fire Officers From 1st February 1970
Invercargill	Annual 5180	Annual
		4620
Wanganui	4900	4340
New Plymouth	4900	4340
Napier	4900	4340
Hastings	4900	4340
Tauranga	4900	4340
Timaru	476 0	4200
Gisborne	476 0	4200
Nelson	47 60	4200
Rotorua	476 0	4200
Whangarei	47 60	42 00
Porirua	476 0	4200
Upper Hutt	4620	4165
Petone	4480	
Masterton	4480	4130
Hawera	4340	4095

SICKNESS

4. 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.

TERMINATION OF EMPLOYMENT

5. 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.

ACCOMMODATION

6. (a) In cases where accommodation is supplied to an officer by the employer, such accommodation shall include floor covering: Provided that in the event of any dispute arising under this clause the matter shall be dealt with under Clause 8 – Disputes.

(b) Fuel, heating, and lighting shall be provided by the employer.

UNIFORMS

7. Uniforms and other items of clothing necessary for the efficient performance of the officers duties shall be provided and as necessary, replaced by the Board.

DISPUTES

8. 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 Society 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 in which the dispute has arisen. In the event of the committee failing to reach agreement on the matter in dispute, it shall be decided by the chairman whose decision shall be final and binding on all parties.

WORKERS TO BE MEMBERS OF SOCIETY

9. It shall not be lawful for the employer to employ for longer than twenty-eight days, or to continue to employ in any position or employment subject to this agreement, any person who is not for the time being a member of the Society bound by this agreement. On engagement, the employer shall instruct the employees to join the Society and should he fail to do so within twenty-eight days, the Society secretary shall notify the employer who shall terminate the employment in accordance with Clause 5.

TERM OF AGREEMENT

10. This agreement, 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 in accordance with the schedule as set out in Clause 3, and so far as all other provisions of the agreement are concerned, it shall come into force on the 5th day of June, 1970 and continue in force until the 1st day of February 1971.

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

M. E. Lynch, President. W. G. Budgen, Secretary.

Signed on behalf of The New Zealand Executive Fire Officers Society (Incorporated).

P. H. Douche, Vice-President. I. J. Walker, Secretary.

(This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Wellington pursuant to section 8 (1) of the said Act, on the 19th day of June 1970).

NEW ZEALAND FIRE BRIGADES CHIEF FIRE OFFICERS AND DEPUTY CHIEF FIRE OFFICERS—VARIATION OF AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913

In the matter of an agreement dated the 5th day of June 1970 and made in pursuance of the Labour Disputes Investigation Act 1913 between the New Zealand Urban Fire Authorities Industrial Union of Employers of the one part and the New Zealand Executive Fire Officers Society (Incorporated) of the other part.

It is hereby agreed between the parties that the agreement dated the 5 June 1970 shall be varied in the manner following:—

By deleting clause 3 thereof and substituting the following new clause 3—

SALARY PAYMENTS

Chief Time

Danuty Chief

The following shall be the minimum salaries payable:

	Chief Fire	Deputy Chief
	Officers	Fire Officers
	From 19 October	From 19 October
	1970	1970
	Annual \$	Annual \$
Auckland	78 96	6888
Wellington	7224	6216
Christchurch	7224	6216
Dunedin	7056	6048
Hutt Valley and Bays	6384	5712
North Shore	6384	5712
Palmerston North	6216	5544
Hamilton	6216	5544
Invercargill	6216	5544
Wanganui	5880	5208
New Plymouth	5880	5208
Napier	5880	5208
Hastings	5880	5208
Tauranga	5880	5208
Timaru	5712	5040
Gisborne	5712	5040
Nelson	5712	5040
Rotorua	5712	5040
Whangarei	5712	5040
Porirua	5712	5040
Upper Hutt	5544	4998
Petone	5376	_
Masterton	5376	4956
Hawera	5208	4914

Dated at Wellington this 10th day of November 1970.

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

M. E. Lynch, President. W. G. Bugden, Secretary.

Signed on behalf of the New Zealand Executive Fire Officers Society (Incorporated)—

W. J. Henderson, President. I. J. Walker, Secretary.

(This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Wellington pursuant to section 8 (1) of the said Act, on the 16th day of November 1970).