

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

This Industrial Agreement made in pursuance of the Labour Disputes Investigation Act 1913 this 11th day of August 1971 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, Deputy Chief Fire Officers and Third Officers in relation to their duties in general, their hours and 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, Third Officers and their respective employers unless varied by mutual arrangement between the Chief Fire Officers, Deputy Chief Fire Officers, Third 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 that the efficiency of the Brigade and general administration is not impaired.

The leave conditions for the Third Officer shall ensure that actual time off duty shall be not less than that enjoyed by either the Chief Fire Officer or Deputy Chief Fire Officer in the Brigade and such leave shall be determined by mutual arrangement between the Chief Fire Officer, Deputy Chief Fire Officer and Third Officer and will provide for reasonable freedom of movement when not actually off duty but available on call. 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 the officers concerned, 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.

ABSENT FROM DUTY

3. In the event of the absence of the Chief Fire Officer for a period exceeding four weeks (not including the normal extended leave of these Officers) i.e. sick leave, accident leave, overseas visits etc., then on application to the Fire Authority, the Deputy Chief Fire Officer may be promoted to Acting Chief Fire Officer and the Third Officer may be promoted to Acting Deputy Chief Fire Officer for such period. During this time these Officers shall have full responsibilities of the ranks temporarily

held and remunerated accordingly. The same provision shall apply in the similar absence of the Deputy Chief Fire Officer for any such length of time and similar reasons.

SALARY PAYMENTS

4. The following shall be the minimum salaries payable:

			Chief Fire Officers From 1st February 1971 Annual	Deputy Chief Fire Officers From 1st February 1971 Annual	Third Officers From 1st February 1971 Annual
Auckland	..	..	\$ 8523	\$ 7441	\$ 6576
Wellington	..	..	7798	6749	
Christchurch	..	..	7798	6749	
Dunedin	..	..	7617	6576	5710
Hutt Valley and Bays North Shore	..	..	6922	6229	5537
Palmerston North	..	..	6749	6056	
Hamilton	..	..	6749	6056	
Invercargill	..	..	6749	6056	5364
Wanganui	..	..	6402	5710	
New Plymouth	..	..	6402	5710	
Napier	..	..	6402	5710	
Hastings	..	..	6402	5710	
Tauranga	..	..	6402	5710	
Timaru	..	..	6229	5537	
Gisborne	..	..	6229	5537	
Nelson	..	..	6229	5537	
Rotorua	..	..	6229	5537	
Whangarei	..	..	6229	5537	
Porirua	..	..	6229	5537	
Upper Hutt	..	..	6056	5494	
Petone	..	..	5883	5451	
Masterton	..	..	5883	5451	
Kawerau	..	..	5883	5451	
Hawera	..	..	5710	5408	

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.

TERMINATION OF EMPLOYMENT

6. 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 prejudicial to good order and discipline.

ACCOMMODATION

7. (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 9—Disputes.

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

UNIFORMS

8. 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

9. 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

10. 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 employee 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 6.

TERM OF AGREEMENT

11. 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 4 and so far as all other provisions of the agreement are concerned, it shall come into force on the 11th day of August 1971 and continue in force until the 10th day of March 1972.

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

G. L. Whale, Vice-President.

W. G. Bugdens, 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 1st day of September 1971.)