

(7178). AUCKLAND FIRE BRIGADE EMPLOYEES. — AGREEMENT WITH AUCKLAND FIRE BOARD UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 16th day of May, 1922, between the Auckland Fire Brigade Employees' Industrial Union of Workers (hereinafter called "the union") of the one part, and the Auckland Fire Board (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows :—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be 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 respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

This agreement under the Labour Disputes Investigation Act, 1913, made this 16th day of May, 1922, is as follows :—

SCHEDULE.

Wages.

1. The minimum rate of wages to be paid to the several classes of firemen shall be as follows :—

	Per Week.		
	£	s.	d.
(a.) Firemen—			
First three months (probationer)	3	0	0
From three to twelve months' service	3	5	0
From twelve to twenty-four months' service	3	10	0
Over twenty-four months' service	3	17	6
(b.) Motormen—			
For first three months (probationer)	3	5	0
Over three months' service	4	2	6
(c.) Watchroom attendant—			
First three months (probationer)	1	15	0
From three to nine months' service	2	0	0
From nine to twenty-one months' service	2	5	0
Over twenty-one months' service	2	10	0

(d.) Married men who are not provided with quarters shall be granted a house allowance of £1 per week.

(e.) In addition to the minimum rates above prescribed there shall be paid a bonus of 8s. per week, which may be varied in accordance with the Arbitration Court's pronouncements: Provided that in no case shall the above basic rates be reduced.

Holidays and Leave.

2. Every member of the brigade shall receive the following leave without stoppage of pay :—

(a.) Fourteen consecutive days' holiday, including Sunday, on full pay, for every twelve months of service. Such holiday to be deemed to be due on the anniversary of joining the brigade, and given within one month before or after such anniversary; and the superintendent shall give members not less than seven days' notice of the date upon which they shall be required to commence such leave :

(b.) Twenty-four hours every fourth day, commencing at 9 a.m.

Uniforms.

3. On joining the brigade each member shall be supplied, free of charge, with a thoroughly sterilized and clean outfit of working-clothes, as follows: One peak cap, one pair of sea-boots, one pair of walking-boots, one uniform undress jacket, one fire-tunic, two fire-jerseys, and two pair uniform trousers. Immediately on expiry of period of probation, a complete new outfit as specified above. After twelve months following completion of probation each member shall

be supplied with one peak cap, one undress uniform jacket or fire-tunic, one pair sea-boots or one pair walking-boots, two pairs of uniform trousers, and two fire-jerseys. All such articles shall be kept in thorough repair by the Board, and shall be renewed when damaged beyond repair or when considered necessary by the superintendent, but not less often than once a year.

Relieving Duty.

4. £1 per week to be paid by the employers to the Central Mess Fund to cover cost of meals of firemen and motormen engaged on out-station relieving duty.

Quarters.

5. The existing regulations in force relating to these matters shall be incorporated with and form part of this agreement.

Promotion.

6. Promotion to office, excluding superintendent and deputy superintendent, shall be made from firemen or motormen who have to their credit over three years' continuous service on the permanent staff of the brigade at the time the vacancy occurs, and shall be determined on the recommendation of the superintendent. In all cases seniority, capability, suitability, and record shall be taken into consideration.

*Preference.**

7. (a.) From and after the coming into operation of this agreement all permanent employees and new members shall within seven days of becoming permanently employed become members of the union.

(b.) The entrance fee shall not exceed 5s., and subscriptions shall not exceed 6d. per week.

(c.) It shall be a condition of employment of permanent employees that such employees shall join the union as hereinbefore prescribed, and remain members of the union while they are in the brigade and are competent to become members of the union.

(d.) If any employee joining the brigade shall neglect to become a member of the union within the time specified he shall be dismissed.

(e.) If any person who has already joined the union, or who shall pursuant to the provisions of this agreement join the union, shall voluntarily and of his own motion resign from the union he shall be liable to dismissal, and shall receive notification from the superintendent that he is so liable, and that unless he joins the union again within one week from the date of service of the notice his employment shall cease on the expiry of one week.

Interpretation.

8. Any matter incidental to or arising out of this agreement, or any matter not provided for, shall be determined by a committee

* It is considered that this clause is *ultra vires* and unenforceable. (See *Magner v. Gohns*, Book of Awards, Vol. xvii, p. 1006.)

consisting of one representative appointed by each party to this agreement. In the event of no agreement being arrived at the matter shall be referred to E. C. Cutten, Esq., Stipendiary Magistrate, whose decision shall be final.

Scope of Agreement.

9. This agreement shall be subject to the conditions contained in Part V of the by-laws made under section 43 of the Fire Brigades Act, 1908, and the regulations of the Auckland Fire Board.

Term of Agreement.

10. This agreement shall come into force on the 15th day of May, 1922, and shall continue in force until the 14th day of May, 1924.

In witness whereof the parties hereto have executed these presents on the 16th day of May, 1922.

Signed on behalf of the Auckland Fire Brigade Employees' Industrial Union of Workers—

R. MERRICK.
E. HERRING.
O. J. VEALE.

Signed on behalf of the Auckland Fire Board—

JNO. J. KINGSTON.
WALTER R. SAUNDERS.
S. E. WRIGHT.

Witness to the above signatures—P. A. Hally, Acting Conciliation Commissioner.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (1) of the said Act, on the 19th day of May, 1922.