

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 15th day of November, 1968 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 6 weeks' extended leave within each 12 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 1/4/68 to 30/9/68 Annual \$	From 1/10/68 Annual \$	From 1/4/68 to 30/9/68 Annual \$	From 1/10/68 Annual \$
Auckland	5,120	5,600	4,400	4,880
Wellington	4,880	5,120	4,160	4,400
Christchurch	4,880	5,120	4,160	4,400
Dunedin	4,760	5,000	4,040	4,280
Hutt Valley and Bays	4,280	4,520	3,800	4,040
North Shore	4,160	4,520	3,680	4,040
Palmerston North	4,160	4,400	3,680	3,920
Hamilton	4,160	4,400	3,680	3,920
Invercargill	4,160	4,400	3,680	3,920
Wanganui	4,040	4,160	3,560	3,680
New Plymouth	3,920	4,160	3,440	3,680
Napier	3,920	4,160	3,440	3,680
Hastings	3,920	4,160	3,440	3,680
Tauranga	3,800	4,160	3,320	3,680
Timaru	3,920	4,040	3,440	3,560
Gisborne	3,800	4,040	3,320	3,560
Nelson	3,800	4,040	3,320	3,560
Rotorua	3,800	4,040	3,320	3,560
Whangarei	3,680	4,040	3,320	3,560
Porirua	3,680	3,920	3,320	3,530
Upper Hutt	3,560	3,920	3,320	3,530
Petone	3,680	3,800		
Masterton	3,560	3,800	3,320	3,500
Hawera	3,440	3,680	3,320	3,470

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.

Complaints, Inquiries and Reports

5. (a) No officer shall be called upon to answer any charge arising out of any complaint made against him unless such complaint has been made against him in writing to the appropriate fire authority, and unless such officer is supplied with a copy of the said complaint within 7 days of the laying of the complaint. Any such complaint shall be laid within 14 days of the happening.

(b) An officer against whom such complaint is made may have the assistance of the secretary of the society, or other official or person appointed by the society in that behalf, and he may call evidence at any inquiry. If the complaint is made by another employee, that employee shall be required to attend at the inquiry if the officer against whom the complaint is made so desires.

(c) If, pending any inquiry, an officer has been suspended and is exonerated, such officer shall be paid for the time so suspended at ordinary rates of pay.

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 or conduct prejudicial to good order and discipline. Such officer may appeal to the Board for reconsideration against termination or suspension of his employment and may have the assistance of a representative of the officers' society.

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 28 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 28 days, the society secretary shall notify the employer who shall terminate the employment in accordance with clause 6.

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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 3, and so far as all other provisions of the agreement are concerned it shall come into force on the 15th day of November 1968 and continue in force until the 31st day of December, 1969.

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

W. G. BUGDEN, President.

W. J. LANGDON, 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 28th day of November 1968.]