

**Please post in a Conspicuous Place accessible to Workers**

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**New Zealand (except Marlborough and  
Westland) Fire Brigades' Employees (other  
than Chief Fire Officers, Deputy Chief Fire  
Officers, Third and Fourth Officers and Fire  
Prevention Officers – Award**

**Dated 4/12/74**

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NOTE: See Clause 32 herein for the date on which rates of wages come into force

**NEW ZEALAND (EXCEPT MARLBOROUGH AND WESTLAND)  
FIRE BRIGADES' EMPLOYEES (OTHER THAN CHIEF FIRE  
OFFICERS, DEPUTY CHIEF FIRE OFFICERS, THIRD & FOURTH  
OFFICERS AND FIRE PREVENTION OFFICERS)—AWARD**

In the Industrial Commission of New Zealand—In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand (except Marlborough and Westland) Fire Brigades' Employees (Other than Chief Fire Officers, Deputy Chief Fire Officers, Third & Fourth Officers and Fire Prevention Officers) Dispute of Interest between The New Zealand Urban Fire Authorities Industrial Union of Employers (hereinafter called "the employers") and the undermentioned association and unions (hereinafter called "the unions"):

New Zealand Federated Fire Brigade Employees Industrial Association of Workers, P.O. Box 6379, Auckland.

Auckland and North Shore Fire Brigades Employees Industrial Union of Workers, P.O. Box 6068, Wellesley Street, Auckland.

Northern, Wellington, Taranaki and Nelson Fire Brigades Employees Industrial Union of Workers, 84A Oriental Parade, Wellington.

Wellington Fire Brigade Officers (other than Superintendent and Deputy Superintendent) Industrial Union of Workers, C/- Central Fire Station, Wellington.

Wellington City Fire Brigadesmen (other than Officers) Industrial Union of Workers, 120 Awarua Street, Ngaio, Wellington 4.

Canterbury Fire Brigades Employees Industrial Union of Workers, P.O. Box 2663, Christchurch.

Dunedin Fire Brigade Employees Industrial Union of Workers, Central Fire Station, Dunedin.

Southland Fire Brigade Employees Industrial Union of Workers, Central Fire Station, Invercargill.

The Industrial Commission having taken into consideration the matter of the abovementioned dispute of interest, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award:

That the terms, conditions, and provisions set out in the Schedule hereto shall be binding on the parties to this award, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the said parties shall respectively do, observe, and perform every matter and thing by this award required to be done, observed, and performed, and shall not do anything in contravention of this award but shall in all respects abide by and perform it.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 4th day of December 1974.

(L.S.)

G. O. Whatnall, President.

## ARRANGEMENT OF AWARD

| Clause<br>Number | Title                             |
|------------------|-----------------------------------|
| 1                | — Industry to Which Award Applies |

## Part I—General

- 2 — Definitions
- 3 — Special Duties
- 4 — Sickness, Accident and Deductions
- 5 — Uniforms
- 6 — Refreshments
- 7 — Miscellaneous
- 8 — Complaints, Inquiries and Reports
- 9 — Termination of Employment
- 10 — Auxiliary Firemen
- 11 — Disputes
- 12 — Unqualified Preference
- 13 — Right of Entry
- 14 — Under-Rate Workers
- 15 — Scope and Application of Award

## Part II—60-Hour Duty Week

- 16 — Hours of Duty
- 17 — Routine Hours
- 18 — Extended Leave
- 19 — Wages
- 20 — Relieving and Higher Duties
- 21 — Transfers
- 22 — Bed and Bedding
- 23 — Mess

## Part III—Two-Shift System—42 Hour Duty Week

- 24 — Hours of Duty
- 25 — Routine Hours
- 26 — Annual Holidays
- 27 — Wages
- 28 — Relieving and Higher Duties
- 29 — Bed and Bedding
- 30 — Miscellaneous

## Part IV

- 31 — Watchroom Attendants—  
Auckland,  
North Shore,  
Hamilton,  
Wellington,  
Christchurch,  
Dunedin

## Part V

- 32 — Term of Award.

## SCHEDULE

## INDUSTRY TO WHICH AWARD APPLIES

1. (a) This award shall apply to workers (other than Chief Fire Officers, Deputy Chief Fire Officers, Third Officers, Fourth Officers, and Fire Prevention Officers) employed in connection with fire fighting who are specially provided for herein.

(b) Except as otherwise provided the terms and conditions set out in Parts I and V of this award shall apply to all workers covered by this award.

(c) Special provisions relating to hours of duty and other conditions of employment are set out under Parts II, III, and IV of this award.

(d) Brigade personnel of each fire board (other than those specifically provided for under Part IV) shall have the option to elect to work under one of the duty systems and special conditions set out under Part II or III of this award. Such election shall take place not later than one month after the making of the award by the Industrial Commission.

Where the brigade personnel have elected to work under Part III of this award, they shall also have the option to elect to work under either paragraph (i) or (ii) of subclause (a) of clause 26 of this award, such election to take place not later than one month after the making of the award by the Industrial Commission.

(e) An election to work under Part II or III or under paragraph (i) or (ii) of subclause (a) of clause 26 of this award cannot be revoked during the currency of the award.

## PART I—GENERAL

## DEFINITIONS

2. (a) A “probationer fireman” is a worker serving a probationary period of six months before appointment to the permanent staff. No worker shall be re-employed as a probationer fireman. After the first four months a probationer fireman shall be paid as a second-class fireman.

(b) A “second-class fireman” is a worker who has completed a probationary period of six months.

(c) A “first-class fireman” is a worker who has completed not less than 12 months’ service and passed the necessary examinations for his rank: Provided that after two years’ service a worker shall automatically be rated as a first-class fireman: Provided, further, that after five years’ continuous service a first-class fireman shall receive the wages paid to a senior fireman but shall not be rated as such.

(d) A “senior fireman” is a worker who has served three years continuously in any fire brigade in a permanent capacity and who has passed the necessary examinations: Provided that a pass in the Institution of Fire Engineers Graduates Examination or the New Zealand Fire Brigades’ Institute (Member) Examination, shall be deemed sufficient qualification for a senior fireman’s theory examination.

(e) Where a worker passes any such necessary examination up to and including the first one to be held after the completion of the specified term of service the increased wages shall be paid from the date when the worker has completed the required service otherwise the increased wages shall be paid only from the date when the worker sat and passed his final examination.

(f) On the request of the union or the employer the theoretical part of the examinations referred to above may be set by an officer of the Fire Service Council, otherwise this part of the examinations shall be set by the Chief Fire Officer.

Such examinations shall be held at least once each year. The practical part

of the examinations shall be conducted by two examiners, one to be appointed by the Board, and one by the union.

(g) In cases where equivalent permanent service has been performed in any brigade in New Zealand, such service shall be accepted for the purpose of arriving at the term of service as specified above.

(h) An "officer" is a worker who has been appointed as such subject to him having served five years continuously in any fire brigade in New Zealand in a permanent capacity and having passed the necessary examinations: Provided that a pass in the Institution of Fire Engineers Graduates Examination shall be deemed sufficient qualification for an officer's theory examination.

(i) For the purpose of this award a "transfer" is where a worker is transferred for a period of more than two weeks from one station to another.

(j) Except as hereinafter provided in clause 10 (Auxiliary Firemen), for the purpose of this award any references to any fireman of any rank or any officer whose conditions of employment are as set out in this award and shall not refer to any volunteer, any auxiliary, or any other part-time fireman or officer.

(k) "Brigade personnel" means permanent workers in a brigade party to this award.

(l) For the purpose of determining a statutory holiday in this award each statutory holiday shall be a period of 24 hours commencing at the starting time of the first duty shift on that day.

### SPECIAL DUTIES

3. Workers when called upon for ship fires or salvage work or flood damage or duties where special calls are made on the brigade as a result of which an employer claims payment for its services shall be paid as follows:

Firemen—\$1.20 for the first hour or part thereof and thereafter 60 cents per half hour or part thereof;

Officers—\$1.48 for the first hour or part thereof and thereafter 74 cents per half hour or part thereof.

### SICKNESS, ACCIDENT, AND DEDUCTIONS

4. (a) Whenever a fireman is rendered unfit for duty as a result of sickness or accident, he shall, upon production of a medical certificate, be paid full pay during the first three weeks of his inability to attend work in any one year of employment. If absence through sickness or accident does not occur in any year, sick leave up to three weeks shall accumulate or, if absence through sickness or accident of less than three weeks occurs in any year, the balance of the days not taken shall accumulate for the following year of service but with a maximum of nine weeks' sick leave in any two-year period. At the expiration of any period of entitlement under this subclause the employer may review each case on its merits with a view to extending or otherwise such pay for a further period. Should the fireman be entitled to claim for compensation or damages against a third party, this subclause shall not in such case apply.

(b) Whenever an officer is rendered unfit for duty as a result of sickness or accident, he shall, upon production of a medical certificate, be paid full pay during the first four weeks of his inability to attend work in any one year of employment. If absence through sickness or accident does not occur in any year, sick leave up to four weeks shall accumulate or, if absence through sickness or accident of less than four weeks occurs in any year, the balance of the days not taken shall accumulate for the following year of service but with a maximum of nine weeks' sick leave in any two-year period. At the expiration of any period of entitlement under this subclause the employer may review each case on its merits with a view to extending or otherwise such pay for a further period. Should the officer be entitled to claim for compensation or damages against a third party, this subclause shall not in such case apply.

(c) When medical examinations are required by the employer they shall be paid for by the employer.

(d) The employer shall be entitled to make deductions from the wages of workers for time lost through the workers' default.

#### UNIFORMS

5. (a) On commencing employment each worker shall be supplied by the employer free of charge to the worker, with the following articles: One pair of new gumboots or safety gumboots of approved type, one pair of new shoes or ankle boots, one peak cap, one beret, two pairs of drill trousers and two drill shirts, two fire tunics or one bunker coat, one uniform undress jacket, one jersey or one V-neck pullover or one cardigan, four shirts, two black ties, one pair of gym shoes in those stations where physical training is part of the training syllabus, one oilskin coat, three pairs of trousers, three pairs of socks, and one pair of protective gloves.

(b) On the completion of four months' service the worker shall be supplied with a complete new outfit unless new articles have already been supplied.

Such articles shall be, where necessary, as replacement of the original issue provided for in subclause (a) of this clause.

(c) In addition to issue under subclause (a) of this clause officers shall be provided with one raincoat.

(d) All workers shall be measured for uniforms.

(e) All items of uniform shall be replaced as and when necessary.

(f) All articles shall be kept in repair by the board and shall be replaced when worn out. When considered necessary by any worker, he may make application for the dry cleaning of his uniform and the cost of such dry cleaning, if approved, shall be met by the board.

(g) A kit inspection shall be held at least once in every six months for the purpose of adjusting the uniform equipment.

(h) In the event of any dispute arising in connection with the issue of uniforms the Chief Fire Officer and a representative of the union shall adjust the dispute.

(i) Clothing supplied under this clause shall remain the property of the employer: Provided that in the case of a worker leaving the service of the board, clothing being worn by him and not required by the board may be retained by such worker at a price to be agreed upon between the board and himself.

#### REFRESHMENTS

6. The employer shall, so far as may be found practicable, make arrangements so that workers are not employed working at the scene of a fire for periods exceeding four hours between meals without receiving refreshments.

#### MISCELLANEOUS

7. (a) Any private apparel (including watches where timing devices are not provided on the breathing apparatus control panel or on the breathing apparatus) damaged at a fire shall be repaired or replaced by the employer.

(b) The employer shall make provision for disinfection of smoke-protection equipment. B. A. sets shall be thoroughly disinfected after use in accordance with the recommendation of the New Zealand Department of Health.

(c) Union members shall be permitted to attend union meetings where it is reasonable and practicable to do so.

(d) In all cases of promotion, seniority shall be given due consideration, and all other things being equal, prior consideration shall be given to service with the employer.

Whenever vacancies or any new position occur in the service, not less than 14 days' notice shall be posted inviting applications from the workers for the

filling of such vacancies and such applications shall receive full consideration.

(e) The board shall provide suitable and sufficient containers in which workers may pack their blankets and personal gear for transport when on relieving duties to outstations.

(f) Fire helmets provided to workers shall comply with Standard Specifications F. S. C. 5/51 issued by the Fire Service Council of New Zealand.

(g) A telephone for the staff shall be supplied by the employer for the use of workers at all stations.

(h) Facilities for washing and drying clothes shall be provided at all fire-stations.

(i) When a worker is required to commence or finish work outside of his ordinary duty hours at a time when public transport is not available, he shall be transported free of charge to or from his home by the employer. No worker residing less than 1½ miles from the place where the work is to be performed shall be entitled to the provisions of this subclause.

For the purpose of this subclause "public transport" shall mean and include trams, buses, trains, or ferries ordinarily used by the worker proceeding to or from his home.

### COMPLAINTS, INQUIRIES, AND REPORTS

8. (a) All complaints or charges shall be made to the worker in writing, giving full details of complaint or charge, and shall be delivered to him within three duty days of the happening. Further, he shall be entitled to have the assistance of a representative of the union at any inquiry which may affect him in any way and they shall have the full right to see all papers in connection with such complaint or charge. Any inquiry shall be held within 14 days of the receipt of the complaint or charge. The decision of such inquiry shall be conveyed to the worker in writing, and if he wishes to appeal to the board, he shall within seven days give notice of such appeal to the Chief Fire Officer. Such appeal shall be heard within 21 days of receipt of notice of appeal. Subject to limitations contained in the Fire Services Act 1972 a worker shall have a further right of appeal to the Appeal Authority established under that Act.

(b) The worker or the union representative shall have the right to (with the worker's approval) inspect the worker's sheet once in each three months, and any new entry which is entered on such record sheet shall be signed by the worker or if he refuses to sign it, shall be dealt with as a complaint, and if the final decision is against the worker, he, together with the complainant, shall sign such entry.

(c) If the worker has had no entry against him for a period of two years, all previous entries shall be cancelled and he shall be deemed to have a clean record.

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

(NOTE—The attention of the parties is drawn to the provisions of the Fire Services Act 1972.)

### TERMINATION OF EMPLOYMENT

9. Fourteen days' notice of termination of employment shall be given on either side, but this shall not prevent the summary dismissal or suspension of a worker for misconduct or conduct prejudicial to good order and discipline: Provided that workers shall have all the rights conferred by clause 8 of this award (Complaints, Inquiries, and Reports). The employer may elect to pay wages in lieu of the prescribed notice.

### AUXILIARY FIREMEN

10. (a) Auxiliary firemen, other than volunteers, shall be paid as follows:

For training duty or drills, \$1.40 per hour or part thereof.

For fire duty, for the first hour or part thereof, \$1.60. For each succeeding hour of fire duty or part thereof, \$1.34.

For night duty, \$1.34 per night subject to signing on at 7 p.m.

(Minimum attendance three nights in each week; no maximum.)

(b) In the case of termination of employment without notice any worker who lives in quarters provided by the board shall not be required to vacate the room should the termination take place after 12 noon; in such case, such worker shall be permitted to occupy the room until after breakfast on the following day, provided such worker conducts himself in an orderly manner.

(c) The provisions of the Annual Holidays Act 1944 shall apply to these workers.

(d) Only clauses 3, 6, 7, 8, 10, 11, 12, and 22 of this award shall apply to auxiliary firemen.

### DISPUTES

11. (a) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

(i) The interpretation of this instrument; or

(ii) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(b) Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

(c) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be:

(i) Mutually agreed upon by the parties; or

(ii) If there is no such agreement, either a conciliator or a person appointed by him.

(d) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

(i) Make a decision, which shall then be the decision of the committee; or

(ii) Refer the dispute forthwith to the Industrial Court for settlement.

(e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(f) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:

(i) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and

(ii) Within seven days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and

(iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(g) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

(i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;



- (ii) While the provisions of this clause are being observed no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(NOTE—This clause has been inserted in accordance with the requirements of section 115 of the Industrial Relations Act 1973.)

### UNQUALIFIED PREFERENCE

12. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker, who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of this clause “adult person” means a person of the age of 18 years or upwards, or a person of any age who for the time being is in receipt of not less than the minimum rate of wages payable to a person of the age of 18 years or upwards.

(NOTE—Attention is drawn to section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

### RIGHT OF ENTRY

13. The secretary, or other authorised representative of the union of workers shall, with the consent of the employer (such consent not to be unreasonably withheld), be entitled to enter at all reasonable times upon the appropriate fire station and there interview any workers but not so as to interfere unduly with the work of the employer.

### UNDER-RATE WORKERS

14. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on application of the worker after due notice to the union, by the local Inspector of Awards and Agreements or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker’s capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days’ notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose

wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards and Agreements of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### SCOPE AND APPLICATION OF AWARD

15. This award shall operate throughout the Northern, Taranaki, Wellington, Nelson, Canterbury, and Otago and Southland Industrial Districts and shall apply only to the following specified fire boards and to the workers employed by these boards who are specifically provided for herein:

|                                      |                             |
|--------------------------------------|-----------------------------|
| Auckland Metropolitan Fire Board     | New Plymouth Fire Board     |
| Christchurch Metropolitan Fire Board | North Shore Fire Board      |
| Dunedin Metropolitan Fire Board      | Palmerston North Fire Board |
| Gisborne Fire Board                  | Petone Fire Board           |
| Hamilton Fire Board                  | Porirua Fire Board          |
| Hastings Fire Board                  | Rotorua Fire Board          |
| Hawera Fire Board                    | Taupo Urban Fire Authority  |
| Hutt Valley and Bays Fire Board      | Tauranga Fire Board         |
| Invercargill Fire Board              | Timaru Fire Board           |
| Kawerau Urban Fire Authority         | Upper Hutt Fire Board       |
| Masterton Fire Board                 | Wanganui Fire Board         |
| Napier Fire Board                    | Wellington Fire Board       |
| Nelson Fire Board                    | Whangarei Fire Board        |

#### PART II—60-HOUR DUTY WEEK

##### HOURS OF DUTY

16. (a) (i) Workers in those brigades who have elected to work under this system shall perform duty for 24 hours followed by at least 24 hours free from duty with such leave periods as will ensure that over a six-week cycle the weekly hours of duty average not more than 60 in accordance with the following roster:

| Group 1— | Week | Mon. | Tues. | Wed. | Thur. | Fri. | Sat. | Sun. |
|----------|------|------|-------|------|-------|------|------|------|
| Man 1    | 1    | D    | L     | D    | L     | D    | L    | L    |
|          | 2    | D    | L     | L    | D     | L    | L    | D    |
|          | 3    | L    | L     | D    | L     | L    | D    | L    |
|          | 4    | L    | D     | L    | L     | D    | L    | D    |
|          | 5    | D    | L     | L    | D     | L    | D    | D    |
|          | 6    | L    | L     | D    | D     | L    | D    | L    |
| Man 2    | 1    | L    | D     | L    | D     | L    | D    | L    |
|          | 2    | L    | D     | L    | L     | D    | L    | L    |
|          | 3    | D    | L     | L    | D     | L    | L    | D    |
|          | 4    | L    | L     | D    | L     | L    | D    | L    |
|          | 5    | L    | D     | L    | L     | D    | L    | L    |
|          | 6    | D    | L     | L    | D     | L    | L    | D    |
| Man 3    | 1    | D    | L     | D    | L     | D    | L    | D    |
|          | 2    | L    | L     | D    | L     | L    | D    | D    |
|          | 3    | L    | D     | L    | L     | D    | L    | L    |
|          | 4    | D    | L     | L    | D     | L    | L    | D    |
|          | 5    | L    | L     | D    | L     | L    | D    | L    |
|          | 6    | L    | D     | L    | L     | D    | L    | L    |

|                 |     |     | Week | Mon. | Tues. | Wed. | Thur. | Fri. | Sat. | Sun. |
|-----------------|-----|-----|------|------|-------|------|-------|------|------|------|
| <b>Group 2—</b> |     |     |      |      |       |      |       |      |      |      |
| Man 1           | ... | ... | 1    | L    | L     | D    | L     | L    | D    | L    |
|                 |     |     | 2    | D    | L     | D    | L     | D    | L    | L    |
|                 |     |     | 3    | D    | L     | L    | D     | L    | L    | D    |
|                 |     |     | 4    | L    | L     | D    | L     | L    | D    | L    |
|                 |     |     | 5    | L    | D     | L    | L     | D    | L    | L    |
|                 |     |     | 6    | D    | L     | L    | D     | L    | L    | D    |
| Man 2           | ... | ... | 1    | D    | L     | L    | D     | L    | L    | D    |
|                 |     |     | 2    | L    | D     | L    | D     | L    | D    | L    |
|                 |     |     | 3    | L    | D     | L    | L     | D    | L    | L    |
|                 |     |     | 4    | D    | L     | L    | D     | L    | L    | D    |
|                 |     |     | 5    | L    | L     | D    | L     | L    | D    | L    |
|                 |     |     | 6    | L    | D     | L    | L     | D    | L    | L    |
| Man 3           | ... | ... | 1    | L    | D     | L    | L     | D    | L    | L    |
|                 |     |     | 2    | D    | L     | D    | L     | D    | L    | D    |
|                 |     |     | 3    | L    | L     | D    | L     | L    | D    | L    |
|                 |     |     | 4    | L    | D     | L    | L     | D    | L    | L    |
|                 |     |     | 5    | D    | L     | L    | D     | L    | L    | D    |
|                 |     |     | 6    | L    | L     | D    | L     | L    | D    | L    |
| <b>Group 3—</b> |     |     |      |      |       |      |       |      |      |      |
| Man 1           | ... | ... | 1    | D    | L     | L    | D     | L    | L    | D    |
|                 |     |     | 2    | L    | L     | D    | L     | L    | D    | L    |
|                 |     |     | 3    | D    | L     | D    | L     | D    | L    | L    |
|                 |     |     | 4    | D    | L     | L    | D     | L    | L    | D    |
|                 |     |     | 5    | L    | L     | D    | L     | L    | D    | L    |
|                 |     |     | 6    | L    | D     | L    | L     | D    | L    | L    |
| Man 2           | ... | ... | 1    | L    | D     | L    | L     | D    | L    | L    |
|                 |     |     | 2    | D    | L     | L    | D     | L    | L    | D    |
|                 |     |     | 3    | L    | D     | L    | D     | L    | D    | L    |
|                 |     |     | 4    | L    | D     | L    | L     | D    | L    | L    |
|                 |     |     | 5    | D    | L     | L    | D     | L    | L    | D    |
|                 |     |     | 6    | L    | L     | D    | L     | L    | D    | L    |
| Man 3           | ... | ... | 1    | L    | L     | D    | L     | L    | D    | L    |
|                 |     |     | 2    | L    | D     | L    | L     | D    | L    | L    |
|                 |     |     | 3    | D    | L     | D    | L     | D    | L    | D    |
|                 |     |     | 4    | L    | L     | D    | L     | L    | D    | L    |
|                 |     |     | 5    | L    | D     | L    | L     | D    | L    | L    |
|                 |     |     | 6    | D    | L     | L    | D     | L    | L    | D    |
| <b>Group 4—</b> |     |     |      |      |       |      |       |      |      |      |
| Man 1           | ... | ... | 1    | L    | D     | L    | L     | D    | L    | L    |
|                 |     |     | 2    | D    | L     | L    | D     | L    | L    | D    |
|                 |     |     | 3    | L    | L     | D    | L     | L    | D    | L    |
|                 |     |     | 4    | D    | L     | D    | L     | D    | L    | L    |
|                 |     |     | 5    | D    | L     | L    | D     | L    | L    | D    |
|                 |     |     | 6    | L    | L     | D    | L     | L    | D    | L    |

|          |     |     | Week | Mon. | Tues. | Wed. | Thur. | Fri. | Sat. | Sun. |
|----------|-----|-----|------|------|-------|------|-------|------|------|------|
| Man 2    | ... | ... | 1    | L    | L     | D    | L     | L    | D    | L    |
|          |     |     | 2    | L    | D     | L    | L     | D    | L    | L    |
|          |     |     | 3    | D    | L     | L    | D     | L    | L    | D    |
|          |     |     | 4    | L    | D     | L    | D     | L    | D    | L    |
|          |     |     | 5    | L    | D     | L    | L     | D    | L    | L    |
|          |     |     | 6    | D    | L     | L    | D     | L    | L    | D    |
| Man 3    | ... | ... | 1    | D    | L     | L    | D     | L    | L    | D    |
|          |     |     | 2    | L    | L     | D    | L     | L    | D    | L    |
|          |     |     | 3    | L    | D     | L    | L     | D    | L    | L    |
|          |     |     | 4    | D    | L     | D    | L     | D    | L    | D    |
|          |     |     | 5    | L    | L     | D    | L     | L    | D    | L    |
|          |     |     | 6    | L    | D     | L    | L     | D    | L    | L    |
| Group 5— |     |     |      |      |       |      |       |      |      |      |
| Man 1    | ... | ... | 1    | L    | L     | D    | L     | L    | D    | L    |
|          |     |     | 2    | L    | D     | L    | L     | D    | L    | L    |
|          |     |     | 3    | D    | L     | L    | D     | L    | L    | D    |
|          |     |     | 4    | L    | L     | D    | L     | L    | D    | L    |
|          |     |     | 5    | D    | L     | D    | L     | D    | L    | L    |
|          |     |     | 6    | D    | L     | L    | D     | L    | L    | D    |
| Man 2    | ... | ... | 1    | D    | L     | L    | D     | L    | L    | D    |
|          |     |     | 2    | L    | L     | D    | L     | L    | D    | L    |
|          |     |     | 3    | L    | D     | L    | L     | D    | L    | L    |
|          |     |     | 4    | D    | L     | L    | D     | L    | L    | D    |
|          |     |     | 5    | L    | D     | L    | D     | L    | D    | L    |
|          |     |     | 6    | L    | D     | L    | L     | D    | L    | L    |
| Man 1    | ... | ... | 1    | L    | D     | L    | L     | D    | L    | L    |
|          |     |     | 2    | D    | L     | L    | D     | L    | L    | D    |
|          |     |     | 3    | L    | L     | D    | L     | L    | D    | L    |
|          |     |     | 4    | L    | D     | L    | L     | D    | L    | L    |
|          |     |     | 5    | D    | L     | D    | L     | D    | L    | D    |
|          |     |     | 6    | L    | L     | D    | L     | L    | D    | L    |
| Group 6— |     |     |      |      |       |      |       |      |      |      |
| Man 1    | ... | ... | 1    | D    | L     | L    | D     | L    | L    | D    |
|          |     |     | 2    | L    | L     | D    | L     | L    | D    | L    |
|          |     |     | 3    | L    | D     | L    | L     | D    | L    | L    |
|          |     |     | 4    | D    | L     | L    | D     | L    | L    | D    |
|          |     |     | 5    | L    | L     | D    | L     | L    | D    | L    |
|          |     |     | 6    | D    | L     | D    | L     | D    | L    | L    |
| Man 2    | ... | ... | 1    | L    | D     | L    | L     | D    | L    | L    |
|          |     |     | 2    | D    | L     | L    | D     | L    | L    | D    |
|          |     |     | 3    | L    | L     | D    | L     | L    | D    | L    |
|          |     |     | 4    | L    | D     | L    | L     | D    | L    | L    |
|          |     |     | 5    | D    | L     | L    | D     | L    | L    | D    |
|          |     |     | 6    | L    | D     | L    | D     | L    | D    | L    |
| Man 3    | ... | ... | 1    | L    | L     | D    | L     | L    | D    | L    |
|          |     |     | 2    | L    | D     | L    | L     | D    | L    | L    |
|          |     |     | 3    | D    | L     | L    | D     | L    | L    | D    |
|          |     |     | 4    | L    | L     | D    | L     | L    | D    | L    |
|          |     |     | 5    | L    | D     | L    | L     | D    | L    | L    |
|          |     |     | 6    | D    | L     | D    | L     | D    | L    | D    |

D—24-Hour Duty

L—Day Leave

The commencing time for duty on any day shall not be earlier than 7 a.m. and not later than 9 a.m.

(ii) 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.

(b) In cases where an emergency, such as for instance, fire duty and/or sickness amongst members of the staff, prevents such leave being given, such leave shall be made up to the worker subsequently: Provided that for the purpose of changing rosters men may be employed for two days continuously subject to the extra day being made up to the worker.

(c) Workers may, with permission of the Chief Fire Officer (which shall not be unreasonably withheld), change time off between themselves, or with men who normally relieve them: Provided that no man shall do more than 48 hours' continuous duty.

### ROUTINE HOURS

17. (a) Daily routine to be observed as follows in all brigades:

(i) Monday to Friday—Routine hours shall be seven hours per day to be worked between the hours of 8 a.m. and 5 p.m. One hour for lunch shall be allowed, such times to be fixed by the Chief Fire Officer in each brigade.

(ii) Saturdays—Routine hours shall be 3½ hours to be worked between the hours of 8 a.m. and 12 noon.

(iii) Sundays, Good Friday, Easter Monday, New Zealand Day, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, New Year's Day and the day following, and Anniversary Day (except that in Christchurch and Hawke's Bay Show Day shall be held in lieu of Anniversary Day) — Routine work shall not be more than three-quarters of an hour to be worked between the hours of 8 a.m. and 9.30 a.m.

(iv) Roll calls shall be held each day, one at the starting time decided upon for each working day and others at the discretion of the Chief Fire Officer subject to them not being held outside routine hours.

(v) Morning and afternoon tea breaks of ten minutes each shall be allowed.

(b) The Chief Fire Officer may arrange, subject to agreement with the union, for special brigade exercises to be carried out between 6 a.m. and 7 a.m. on one day of the week (Monday to Saturday) for which a payment of 97 cents shall be made in the case of an officer and 83 cents in the case of a fireman: Provided that the time as set out in this subclause may be varied by agreement between the Chief Fire Officer and the union.

(c) Workers required to perform routine work (other than fire fighting) outside routine hours shall be paid as follows:

Fireman—36 cents for the first hour, or part thereof, and thereafter at the rate of 36 cents per hour in addition to their ordinary wage.

Officers—51 cents per hour or part thereof in addition to their ordinary wage, with a minimum payment of two hours in any week in which they are required to perform such work outside routine hours.

(d) Workers, other than officers employed by the Auckland, Wellington, Christchurch, and Dunedin Fire Boards, required to perform watchroom attendance in the watchroom outside routine hours shall be paid at the rate prescribed in subclause (c) of this clause.

(e) If meal hours are lost or interrupted by fire calls, the time lost shall be made up to the workers as soon as possible.

### EXTENDED LEAVE

18. (a) Except as provided in subclause (d) of this clause 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.

(b) Payment of wages covering the holiday period shall be made prior to the worker going on leave. 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.

(c) Any worker leaving the service shall be paid a proportionate leave allowance to the date of leave calculated on the basis specified in subclause (a) of this clause.

(d) By arrangement between the Chief Fire Officer and the worker, the Chief Fire Officer may permit portion of the extended leave to be taken at other periods or times and not in consecutive days as provided above.

### WAGES

19. (a) The minimum rates of wages to be paid to the several classes of workers shall be:

|                      |     |     |     |     |     | Per Week |
|----------------------|-----|-----|-----|-----|-----|----------|
|                      |     |     |     |     |     | \$       |
| Probationer firemen  | ... | ... | ... | ... | ... | 77.72    |
| Second-class firemen | ... | ... | ... | ... | ... | 80.96    |
| First-class firemen  | ... | ... | ... | ... | ... | 86.08    |
| Senior firemen       | ... | ... | ... | ... | ... | 88.16    |

|                                       |     |     |     |     |     | Auckland,<br>Wellington,<br>Christchurch,<br>and Dunedin<br>Brigades<br>Per Week | Other<br>Brigades<br>Per Week |
|---------------------------------------|-----|-----|-----|-----|-----|--|-------------------------------|
|                                       |     |     |     |     |     | \$   | \$                            |
| Station officers—for first six months | ... | ... | ... | ... | ... | 96.76  | 96.76                         |
| Station officers—thereafter           | ... | ... | ... | ... | ... | 99.16  | 99.16                         |
| Senior station officers               | ... | ... | ... | ... | ... | 101.24   | 101.24                        |
| Divisional officers                   | ... | ... | ... | ... | ... | 108.00   | 104.12                        |

(b) (i) A fireman-driver shall be paid \$2.53 per week 52 weeks in the year in addition to the wage to which he is entitled as a fireman in accordance with the classification.

All officers are expected to drive and shall receive a payment of \$2.53 per week for 52 weeks in each year.

Workers driving brigade vehicles shall have their driving licences paid for by the board.

(ii) A worker who is qualified to and is appointed by the Chief Fire Officer to operate a snorkell and/or turntable ladder, shall be paid \$2.53 per week extra for 52 weeks in the year.

(c) If any worker is required to perform the work of any trade in respect of which there is an apprenticeship order he shall be paid the sum of \$1.61 per week whilst so employed in addition to any other payment to which he is entitled under this award.

(d) Workers on completion of three years' service shall be paid 26 cents per

week extra during the fourth year of service and thereafter 26 cents per week for each succeeding year of service.

(e) In any station where there is no mess, workers not renting married quarters at that station shall be paid \$1.17 per week extra.

(f) Where a worker is employed on relieving duty and has to get a meal away from the station at which he is usually and normally employed he shall be paid the sum of \$1 per meal in each case where the period of such relieving duty is not more than two weeks.

Where a worker is employed on stand-by work after fires or special duties under clause 3 of this award he shall be either relieved for sufficient time to enable him to return to his station and partake of his normal breakfast, luncheon or evening meal or be supplied with a hot meal, or be paid the sum of \$1 as meal money. He shall also be entitled to the benefit of the foregoing provision in respect of every additional four hours during which he continues to be engaged on stand-by work after fires or special duties after the evening meal.

(g) All workers shall be paid 52 weeks in each year, an extra payment for holidays, Saturdays, and Sundays as follows:

Firemen —\$5.63 per week

Officers —\$6.07 per week

(h) Workers, other than auxiliary firemen, who respond when required to fire-calls on their days off or during extended leave periods shall be paid as follows:

Firemen —\$1.41 per hour or part thereof

Officers —\$1.69 per hour or part thereof.

(i) When flying squads operate as in the Wellington and Christchurch Fire Brigades, payment of \$1.20 per night shall be made to the workers concerned.

(j) Officers designated as officer-in-charge of any of the following stations shall be paid \$1.01 extra per week while so employed:

| <b>Auckland</b> | <b>Wellington</b> | <b>Christchurch</b> | <b>Dunedin</b> |
|-----------------|-------------------|---------------------|----------------|
| Avondale        | Brooklyn          | Harewood            | Look-Out Point |
| Mt Albert       | Constable Street  | St Albans           | South Dunedin  |
| Otahuhu         | Khandallah        | Sockburn            |                |
| Remuera         | Kilbirnie         | Sydenham            |                |
|                 | Northland         | Woolston            |                |
|                 | Thorndon          |                     |                |

(k) Qualification Bonus—Where a worker employed by any fire board bound by this award obtains a full pass in one of the examinations listed hereunder he shall have added to his appropriate wage a bonus as set out hereunder: Provided that a worker holding more than one qualification shall be paid for that carrying the higher allowance:

|  | <b>Per Week</b> |
|--|-----------------|
| Associate membership New Zealand Fire Brigades Institute | \$ 0.93         |
| Full membership New Zealand Fire Brigades Institute      | 1.38            |
| Graduate membership Institution of Fire Engineers        | 1.84            |
| Associate membership Institution of Fire Engineers       | 2.30            |

(l) The divisor used to compute the daily rate of pay of any worker from his weekly rate shall be two and a half.

(m) All wages shall be paid weekly or fortnightly on a pay-day which shall not be later than Thursday. With each wage payment the worker shall be supplied in writing with a statement detailing the variable items of the wage make-up. Notwithstanding any provision contained in this award an employer may be agreement with the union pay the amount of wages due to any worker to the nearest dollar above the precise calculation provided that the difference between the precise calculation and the nearest dollar payment above that calculation is carried forward into the following pay calculation.

(n) All special payments accruing to a worker shall be paid on the pay-day in the pay period following the claim being received.

### RELIEVING AND HIGHER DUTIES

20. (a) Whenever a fireman is required to relieve for a period of 24 hours or more in a position which carries a higher wage than he is receiving such worker shall be paid during such period at a rate not less than such higher wage.

(b) When an officer is required to relieve or carry out duties of an officer senior in rank to himself for a period of 24 hours or more he shall be paid for such period as follows:

All officers (other than divisional officers)—32 cents additional per day.

Divisional officers—88 cents additional per day.

(c) Where possible, a room equipped with a bed and usual furnishings shall be provided for the exclusive use of relieving officers at all stations where an officer is required to relieve other than that at which he is normally and usually employed.

### TRANSFERS

21. (a) Where a worker, who is a married man in quarters rented from the board, is under transfer or required to take other married quarters to be rented from the board, he shall be given 14 days' notice of transfer and his effects shall be transported by the employer.

(b) Other workers, except in cases of emergency, shall be given seven days' notice of transfer and their belongings shall be transported by the employer.

### BED AND BEDDING

22. A worker who is required to be on duty and permitted to sleep on station, other than in married quarters rented from the board, shall be supplied with suitable bed and bedding to include four blankets as a personal issue; he is also to be provided with two sheets and two pillowslips which shall be laundered at fortnightly intervals. Such workers shall be provided with suitable individual lockers for the storage of their clothes and bedding.

### MESS

23. (a) \$29 per week shall be paid by the employer to the central mess fund as a contribution towards the wages of the cook and mess assistants. The employer shall also pay the premium for insurance against employer liability claims in respect of the cook.

(b) A "mess" is a place in a station where a cook other than a member of the fire brigade is employed.

(c) It shall be the duty of the board to provide for the station mess all reasonable eating, cooking, and cleaning utensils.

## PART III—TWO-SHIFT SYSTEM—42-HOUR DUTY WEEK

### HOURS OF DUTY

24. (a) (i) Workers in those brigades who have elected to work under this system shall work either a day shift of ten hours (8 a.m. to 6 p.m.) or a night shift of 14 hours (6 p.m. to 8 a.m.), such shifts to be so arranged that over a period of eight weeks the weekly hours of duty performed by each worker average not more than 42 in accordance with the following roster. The two hours' duty in excess of the 40-hour average per week to make up the 42-hour average shall be paid for at the rate of time and a half.



| Platoon | 1st Week |     |     |     |     |     |     | 2nd Week |     |     |     |     |     |     |   |
|---------|----------|-----|-----|-----|-----|-----|-----|----------|-----|-----|-----|-----|-----|-----|---|
|         | Mon      | Tue | Wed | Thu | Fri | Sat | Sun | Mon      | Tue | Wed | Thu | Fri | Sat | Sun |   |
| A       | ...      | D   | D   | N   | N   | L   | L   | L        | D   | D   | N   | N   | L   | L   |   |
| B       | ...      | L   | L   | D   | D   | N   | N   | L        | L   | L   | D   | D   | N   | N   |   |
| C       | ...      | L   | L   | L   | L   | D   | D   | N        | N   | L   | L   | L   | D   | D   |   |
| D       | ...      | N   | N   | L   | L   | L   | L   | D        | D   | N   | N   | L   | L   | L   |   |
| Platoon | 3rd Week |     |     |     |     |     |     | 4th Week |     |     |     |     |     |     |   |
|         | Mon      | Tue | Wed | Thu | Fri | Sat | Sun | Mon      | Tue | Wed | Thu | Fri | Sat | Sun |   |
| A       | ...      | L   | L   | D   | D   | N   | N   | L        | L   | L   | D   | D   | N   | N   |   |
| B       | ...      | L   | L   | L   | L   | D   | D   | N        | N   | L   | L   | L   | D   | D   |   |
| C       | ...      | N   | N   | L   | L   | L   | D   | D        | N   | N   | L   | L   | L   | L   |   |
| D       | ...      | D   | D   | N   | N   | L   | L   | L        | L   | D   | D   | N   | N   | L   | L |
| Platoon | 5th Week |     |     |     |     |     |     | 6th Week |     |     |     |     |     |     |   |
|         | Mon      | Tue | Wed | Thu | Fri | Sat | Sun | Mon      | Tue | Wed | Thu | Fri | Sat | Sun |   |
| A       | ...      | L   | L   | L   | L   | D   | D   | N        | N   | L   | L   | L   | D   | D   |   |
| B       | ...      | N   | N   | L   | L   | L   | D   | D        | N   | N   | L   | L   | L   | L   |   |
| C       | ...      | D   | D   | N   | N   | L   | L   | L        | D   | D   | N   | N   | L   | L   |   |
| D       | ...      | L   | L   | D   | D   | N   | N   | L        | L   | L   | D   | D   | N   | N   |   |
| Platoon | 7th Week |     |     |     |     |     |     | 8th Week |     |     |     |     |     |     |   |
|         | Mon      | Tue | Wed | Thu | Fri | Sat | Sun | Mon      | Tue | Wed | Thu | Fri | Sat | Sun |   |
| A       | ...      | N   | N   | L   | L   | L   | L   | D        | D   | N   | N   | L   | L   | L   | L |
| B       | ...      | D   | D   | N   | N   | L   | L   | L        | L   | D   | D   | N   | N   | L   | L |
| C       | ...      | L   | L   | D   | D   | N   | N   | L        | L   | L   | D   | D   | N   | N   |   |
| D       | ...      | L   | L   | L   | L   | D   | D   | N        | N   | L   | L   | L   | L   | D   | D |

D—Day Shift      N—Night Shift      L—Day Leave

(ii) 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.

(iii) In lieu of the abovementioned hours of duty any board in the four main centres may agree with the union concerned to employ a Divisional Officer (Training) under a five-day 40-hour week system.

(iv) In lieu of the abovementioned hours of duty a board may agree with the union concerned to employ operational personnel on ancillary duties on a five-day 40-hour week basis provided such personnel receive the same payments as operational personnel of equivalent rank, qualifications (including driving where applicable), and service.

(b) In cases where an emergency such as, for instance, fire duty, special duties, and/or sickness amongst members of the staff, requires that a worker continues on duty beyond the finishing time of each shift payments shall be made at the rate of time and a half for the first three hours in any one day and double time thereafter: Provided that a worker shall not be entitled to payment prescribed under Clause III of this Award when receiving payment under this subclause. In computing such overtime payment shall be made for each one quarter hour or part thereof.

(c) When overtime is required to be worked on a worker's rostered day off he shall be paid at the rate of time and a half for the first three hours in any one day and double time thereafter.

(d) If at any time a worker is called out after having ceased work for the day and left his place of employment, or before the normal time of starting work, he shall be paid a minimum of two hours at the appropriate overtime rate, provided that for the purpose of this minimum more than one call completed within two consecutive hours shall be deemed to be one call.

(e) For the purpose of this clause the divisor used to compute the hourly rate of any worker from his weekly rate shall be one-fortieth of his appropriate weekly rate.

“Appropriate weekly rate” shall include the worker’s rate as specified in subclause (a) of clause 27 of this award to which shall be added, where applicable, any payments due to him under subclauses (b), (d), and (f) of that clause.

(f) When for any reason it is necessary to shift any worker from one point to another on the roster, the Chief Fire Officer may do so provided:

- (i) That if the worker thereby affected works more shifts than the number necessary for him to average a weekly total of 42 hours over a period of eight weeks, then he shall be paid at overtime rates for the extra shift (or shifts as the case may be).
- (ii) The worker concerned shall not be entitled to an extra leave day in respect of any leave day worked as aforesaid.
- (iii) No man shall do more than 24 hours’ continuous duty (exclusive of overtime).
- (iv) In the event of any dispute arising in connection with transfers from one shift to another the Chief Fire Officer and a representative from the union shall adjust the dispute.

(g) Workers may, with the permission of the Chief Fire Officer (which shall not be unreasonably withheld), change time off between themselves or with workers who normally relieve them provided that no worker shall do more than 24 hours’ continuous duty (exclusive of overtime) followed by a minimum break of eight hours before the next shift and provided, further, that all payments accruing to any worker changing his time off shall be not more than would otherwise be the case if such worker had not changed his time off.

#### ANNUAL HOLIDAYS

26. (a) (i) Except as provided in paragraph (ii) of this subclause the following provisions shall apply:

(a) Each worker within each 12 months’ continuous service (based on the date on which his employment commenced) shall be granted holidays without deduction of pay as follows—

28 consecutive days (inclusive of Sundays) which may be taken in two parts by arrangement with the Chief Fire Officer. 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.

(b) The following shall be the recognised statutory holidays—

New Year’s Day and the day following, Good Friday, Easter Monday, New Zealand Day, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day (except that in Christchurch and Hawke’s Bay Show Day shall be held in lieu of Anniversary Day).

Any worker whose rostered day or days off fall on the day of the observance of any of the statutory holidays shall be paid an additional day’s pay for such rostered day off. For the purposes of this subclause an additional day’s pay shall mean twelve-fortieths of his appropriate weekly rate.

Where a worker is required to work on a statutory holiday as part of his ordinary duty hours he shall be paid in addition to his ordinary rates a payment at double his ordinary rate.

(ii) In lieu of the provisions set out in paragraph (i) of this subclause brigade personnel may elect to adopt the following provisions:

(a) The following shall be the recognised statutory holidays—

New Year’s Day and the day following, Good Friday, Easter Monday, New Zealand Day, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day. In lieu of these holidays an additional nine days shall be included

in the rostered annual holidays set out in subparagraph (a) (ii) (b) of this paragraph.

- (b) Each worker shall be granted holidays without deduction of pay computed on 37 consecutive days (inclusive of Sundays and the statutory holidays referred to in subparagraph (a) (ii) (a) of this paragraph) within each 12 months' continuous service (based on the date on which his employment commenced).

Such leave shall be given and taken in two periods at times to be determined by the Chief Fire Officer and as soon as reasonably practicable after the date upon which such holidays become due.

(b) Payment of wages covering the holiday period shall be made prior to the worker going on leave. 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.

(c) Any worker leaving the service shall be paid a proportionate leave allowance to the date of leave calculated on the basis specified in subclause (a) of this clause.

(d) At the request of the worker the Chief Fire Officer may, at his discretion, permit portion of the annual holidays to be taken at other periods and not in consecutive days as provided above.

#### WAGES

27. (a) The minimum rates of wages to be paid to the several classes of workers shall be:

|   | Per Week   |
|---|--|
|   | \$   |
| Probationer firemen ... ..                | 68.76  |
| Second-class firemen ... ..               | 71.76  |
| First-class firemen ... ..                | 76.44  |
| Senior firemen ... ..                     | 78.28  |
|   | Auckland,<br>Wellington,<br>Christchurch,<br>and Dunedin |
|   | Brigades   |
|   | Per Week   |
|   | \$   |
| Station officers—for first six months ... | 86.24  |
| Station officers—thereafter ... ..        | 88.32  |
| Senior station officers ... ..            | 90.00  |
| Divisional officers ... ..                | 95.94  |
| Divisional officer (training) ... ..      | 95.94  |
|   | Other<br>Brigades  |
|   | Per Week   |
|   | \$   |
| Station officers—for first six months ... | 86.24  |
| Station officers—thereafter ... ..        | 88.32  |
| Senior station officers ... ..            | 90.00  |
| Divisional officers ... ..                | 92.48  |
| Divisional officer (training) ... ..      | —  |

(NOTE—(i) The above-mentioned rates are for 40 hours' duty per week only. The two hours' duty to make up the 42-hour week are now payable at time and a half rates in addition to the abovementioned wage in accordance with clause 24 (a) (i).

(ii) The weekly rate for divisional officer (training) shall include the rate specified above to which shall be added where applicable any payment due to him under clauses 25 (b), 26 (a), and 27 (b), (d), (e), (f), and (j).)

(b) (i) A fireman-driver shall be paid \$2.53 per week 52 weeks in the year in

addition to the wage to which he is entitled as a fireman in accordance with the classification.

All officers are expected to drive and shall receive a payment of \$2.53 per week for 52 weeks in each year.

Workers driving brigade vehicles shall have their driving licences paid for by the board.

(ii) A worker who is qualified to and appointed by the Chief Fire Officer to operate a snorkell and/or a turntable ladder shall be paid \$2.53 per week extra 52 weeks of the year.

(c) If any worker is required to perform the work of any trade in respect of which there is an apprenticeship order he shall be paid the sum of \$1.61 per week whilst so employed in addition to any other payments to which he is entitled under this award.

(d) Workers on completion of three years' service shall be paid 26 cents per week extra during the fourth year of service and thereafter 26 cents per week extra for each succeeding year of service.

(e) When a worker is required to work on a Saturday or on a Sunday as part of his ordinary shift hours, he shall be paid in addition to his ordinary rate the following extra payments:

- (i) In respect of time worked on a Saturday payment at one half of his ordinary rate;
- (ii) In respect of time worked on a Sunday payment at his ordinary rate with a minimum of two hours;
- (iii) By agreement between a board and the union concerned the extra payments under paragraphs (i) and (ii) of this subclause may be assessed at a fixed weekly number of seven hours at ordinary rates for 52 weeks of the year.

For the purpose of this subclause

- (1) "Time worked" excludes time standing by in the station's precincts or in attending special duties as provided for in clause 3 of this award;
- (2) The divisor used to compute the hourly rate of any worker from his weekly rate shall be one-fortieth of his appropriate weekly rate.

"Appropriate weekly rate" shall include the worker's rate as specified in subclause (a) of this clause to which shall be added, where applicable, any payments due to him under subclauses (b), (d), and (f) of this clause.

(f) Qualification Bonus—Where a worker employed by any fire board bound by this award obtains a full pass in one of the examinations listed hereunder he shall have added to his appropriate wage a bonus as set out hereunder: Provided that a worker holding more than one qualification shall be paid for that carrying the higher allowance:

|  | Per Week |
|--|----------|
|  | \$       |
| Associate membership New Zealand Fire Brigades Institute | 0.93     |
| Full membership New Zealand Fire Brigades Institute ...  | 1.38     |
| Graduate membership Institution of Fire Engineers ...    | 1.84     |
| Associate membership Institution of Fire Engineers ...   | 2.30     |

(g) All wages shall be paid weekly or fortnightly on a pay-day which shall not be later than Thursday. With each wage payment the worker shall be supplied in writing with a statement detailing the variable items of the wage make-up. Notwithstanding any provision contained in this award an employer may by agreement with the union pay the amount of wages due to any worker to the nearest dollar above the precise calculation provided that the difference between the precise calculation and the nearest dollar payment above that calculation is carried forward into the following pay calculation.

(h) All special payments accruing to a worker shall be paid on the pay-day

in the pay period following the claim being received.

(i) Where a worker is employed on stand-by work after fires or special duties under clause 3 of this award he shall be either relieved for sufficient time to enable him to return to his station and partake of the luncheon meal or be supplied with a hot meal or be paid the sum of \$1 as meal money. He shall also be entitled to the benefit of the foregoing provision in respect of every additional four hours during which he continues to be engaged in stand-by work after fires or special duties after the evening meal. Where a worker is employed for one hour or longer after his normal time for ceasing duty he shall be supplied with a hot meal by his employer or in lieu thereof be paid the sum of \$1 as meal money.

(j) A shift allowance of \$1.10 per shift shall be paid to all workers employed under this Part of the award.

(k) Firemen shall be given adequate notice to attend Basic II Training Course and Advanced Training Course as required and shall be paid under the provisions of clauses 25 (b), 26 (a), 27 (a), (b), (d), (e), (f), and (j) of this award where applicable.

(l) Permanent brigade staff employed on weekend training of volunteer fire brigadesmen and officers under the decentralised training scheme as promulgated by the Fire Services Council shall be paid \$2.86 per hour or part thereof training allowance whilst so employed in addition to any other wages to which they are entitled under this award.

#### RELIEVING AND HIGHER DUTIES

28. (a) Whenever a fireman is required to relieve for a full shift or more in a position which carries a higher wage than he is receiving such worker shall be paid during such period at a rate not less than such higher wage.

(b) When an officer is required to relieve or carry out duties of an officer senior in rank to himself for a full shift or more he shall be paid for such period as follows:

All officers (other than divisional officers)—32 cents additional per shift;  
Divisional officers—88 cents additional per shift.

#### BED AND BEDDING

29. Workers shall be required to be on duty within the confines of the station proper and where permitted to sleep shall be supplied with a suitable bed and bedding to include four blankets as a personal issue; they are also to be provided with two sheets and two pillowslips each which shall be laundered at fortnightly intervals. Such workers shall be provided with suitable individual lockers for the storage of their clothes and bedding.

#### MISCELLANEOUS

30. It shall be the duty of the board to provide all reasonable eating, cooking, and cleaning utensils.

#### PART IV—WATCHROOM—AUCKLAND, NORTH SHORE, HAMILTON, WELLINGTON, CHRISTCHURCH, AND DUNEDIN

31. (a) The fireboards at Auckland, North Shore, Hamilton, Wellington, Christchurch and Dunedin shall, at their central stations, employ watchroom attendants to perform watchroom duty under the following conditions:

(i) The minimum rate of wages for a watchroom attendant shall be the same as the minimum rate of wages for a first-class fireman and the minimum rate of wages for a senior watchroom attendant shall be the same as the minimum rate of wages for a senior station officer in the brigade in which they are both employed as set out in the

appropriate part of this award.

(NOTE—The above mentioned rates are for a 40-hour duty per week only. The two hours duty to make up the 42-hour week are now payable at time and a half rates in addition to the above-mentioned wage in accordance with clause 31 (a) (iii).)

- (ii) Watchroom attendants on completion of three years' permanent service with a fire authority shall be paid 26 cents per week extra during the fourth year of service and thereafter 26 cents per week extra for each succeeding year of service.
- (iii) Workers shall work either a day shift of 12 hours or a night shift of 12 hours (including two periods of crib time which shall not exceed 30 minutes each) such shifts to be so arranged that over a period of eight weeks the weekly hours of work of each worker average not more than 42 in accordance with the following roster: The two hours' duty in excess of the 40-hour average per week to make up the 42-hour average shall be paid for at the rate of time and a half.

| 1st Week |     |      |       |      |        |      |      |      |
|----------|-----|------|-------|------|--------|------|------|------|
| Watch    |     | Mon. | Tues. | Wed. | Thurs. | Fri. | Sat. | Sun. |
| A ...    | ... | D    | D     | N    | N      | L    | L    | L    |
| B ...    | ... | L    | L     | D    | D      | N    | N    | L    |
| C ...    | ... | L    | L     | L    | L      | D    | D    | N    |
| D ...    | ... | N    | N     | L    | L      | L    | L    | D    |

| 2nd Week |     |      |       |      |        |      |      |      |
|----------|-----|------|-------|------|--------|------|------|------|
| Watch    |     | Mon. | Tues. | Wed. | Thurs. | Fri. | Sat. | Sun. |
| A ...    | ... | L    | D     | D    | N      | N    | L    | L    |
| B ...    | ... | L    | L     | L    | D      | D    | N    | N    |
| C ...    | ... | N    | L     | L    | L      | L    | D    | D    |
| D ...    | ... | D    | N     | N    | L      | L    | L    | L    |

| 3rd Week |     |      |       |      |        |      |      |      |
|----------|-----|------|-------|------|--------|------|------|------|
| Watch    |     | Mon. | Tues. | Wed. | Thurs. | Fri. | Sat. | Sun. |
| A ...    | ... | L    | L     | D    | D      | N    | N    | L    |
| B ...    | ... | L    | L     | L    | L      | D    | D    | N    |
| C ...    | ... | N    | N     | L    | L      | L    | L    | D    |
| D ...    | ... | D    | D     | N    | N      | L    | L    | L    |

| 4th Week |     |      |       |      |        |      |      |      |
|----------|-----|------|-------|------|--------|------|------|------|
| Watch    |     | Mon. | Tues. | Wed. | Thurs. | Fri. | Sat. | Sun. |
| A ...    | ... | L    | L     | L    | D      | D    | N    | N    |
| B ...    | ... | N    | L     | L    | L      | L    | D    | D    |
| C ...    | ... | D    | N     | N    | L      | L    | L    | L    |
| D ...    | ... | L    | D     | D    | N      | N    | L    | L    |

| 5th Week |     |      |       |      |        |      |      |      |
|----------|-----|------|-------|------|--------|------|------|------|
| Watch    |     | Mon. | Tues. | Wed. | Thurs. | Fri. | Sat. | Sun. |
| A ...    | ... | L    | L     | L    | L      | D    | D    | N    |
| B ...    | ... | N    | N     | L    | L      | L    | L    | D    |
| C ...    | ... | D    | D     | N    | N      | L    | L    | L    |
| D ...    | ... | L    | L     | D    | D      | N    | N    | L    |

| 6th Week |     |      |       |      |        |      |      |      |
|----------|-----|------|-------|------|--------|------|------|------|
| Watch    |     | Mon. | Tues. | Wed. | Thurs. | Fri. | Sat. | Sun. |
| A ...    | ... | N    | L     | L    | L      | L    | D    | D    |
| B ...    | ... | D    | N     | N    | L      | L    | L    | L    |
| C ...    | ... | L    | D     | D    | N      | N    | L    | L    |
| D ...    | ... | L    | L     | L    | D      | D    | N    | N    |

|       |     | 7th Week |       |      |        |      |      |      |
|-------|-----|----------|-------|------|--------|------|------|------|
| Watch |     | Mon.     | Tues. | Wed. | Thurs. | Fri. | Sat. | Sun. |
| A ... | ... | N        | N     | L    | L      | L    | L    | D    |
| B ... | ... | D        | D     | N    | N      | L    | L    | L    |
| C ... | ... | L        | L     | D    | D      | N    | N    | L    |
| D ... | ... | L        | L     | L    | L      | D    | D    | N    |

|       |     | 8th Week |       |      |        |      |      |      |
|-------|-----|----------|-------|------|--------|------|------|------|
| Watch |     | Mon.     | Tues. | Wed. | Thurs. | Fri. | Sat. | Sun. |
| A ... | ... | D        | N     | N    | L      | L    | L    | L    |
| B ... | ... | L        | D     | D    | N      | N    | L    | L    |
| C ... | ... | L        | L     | L    | D      | D    | N    | N    |
| D ... | ... | N        | L     | L    | L      | L    | D    | D    |

D—Day Shift 7 a.m. to 7 p.m.

N—Night Shift 7 p.m. to 7 a.m.

L—Leave Day

Morning, afternoon, and evening tea shall be allowed at times to be determined by the Chief Fire Officer provided there is no complete cessation of work.

- (iv) Such workers shall be paid \$1.10 extra per shift.
- (v) Whenever a worker is required to relieve for a full shift or more in a position which carries a higher wage than he is receiving such worker shall be paid during such period at a rate not less than such higher wage.
- (vi) All time worked in excess of or outside the ordinary shift hours shall be paid for at the rate of time and a half for the first three hours in any one day and double time thereafter.
- (vii) Where a worker is required to work on Saturday or Sunday as part of his ordinary working hours, he shall be paid in addition to his ordinary rates the following extra payments—
  - (a) In respect of time worked on a Saturday a payment at one-half of his ordinary rates;
  - (b) In respect of time worked on a Sunday payment at his ordinary rate.
- (viii) The provisions of clause 26 shall apply to workers coming under this part of the award.
- (ix) On commencing employment each male watchroom attendant shall be supplied by the employer free of charge to the worker, with the following articles: Four white shirts; one black tie, two pairs uniform trousers, one navy woollen cardigan, one pair of epaulettes, and one pair of black shoes. All articles of issue shall be replaced as and when necessary.  
 On commencing employment each female watchroom attendant shall be supplied by the employer free of charge to the worker with the following articles: Four blouses or shirts, one black tie, two pairs slacks or two skirts or one of each, one pair epaulettes, one woollen cardigan, and one pair of black shoes. All articles of issue shall be replaced as and when necessary.
- (x) Qualification Bonus—Where a worker employed by any fire board bound by this award obtains a full pass in one of the examinations listed hereunder he shall have added to his appropriate wage a bonus as set out hereunder: Provided that a worker holding more than one qualification shall be paid for that carrying the higher allowance—

\$

Associate membership New Zealand Fire Brigades

Institute ... .. 0.93

|   |        |      |
|---|--------|------|
| Full membership New Zealand Fire Brigades Institute | ... .. | 1.38 |
| Graduate membership Institution of Fire Engineers   | ... .. | 1.84 |
| Associate membership Institution of Fire Engineers  | ... .. | 2.30 |

(xi) For the purposes of paragraphs (vi), (vii), and (viii) of this subclause, "ordinary rate" or "ordinary pay" shall include the rate specified in paragraph (i) to which shall be added, where applicable, any payment due to the worker under paragraphs (ii) and (x).

(xii) For the purpose of this clause the divisor used to compute the hourly rate of any worker from his weekly rate shall be by one-fortieth of his appropriate weekly rate. "Appropriate weekly rate" shall include the worker's rate as specified in paragraph (i) of this subclause to which shall be added where applicable any payments due to him under paragraphs (ii) and (x).

(b) Only clauses 1, 4, 7 (c), (d) and (i) 8, 9, 11, 12, 13, 14, 24 (g), 31, and 32 of this award shall apply to watchroom attendants.

(c) Where watchroom attendants are employed in the watchroom under this clause the employer may, in an emergency, require firemen to perform watchroom duty and for the time so employed such firemen shall be paid in accordance with the provisions of subclause (d) of clause 17 or subclause (c) of clause 25 of this award depending upon the duty system under which the brigade is operating.

## PART V

### TERM OF AWARD

32. This award, 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 on the 1st day of July 1974, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 4th day of December 1975.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 4th day of December 1974.

(L.S.)

G. O. Whatnall, President.

### MEMORANDUM

A large number of clauses were referred to the Commission for settlement, principal items being Station-keepers as a separate Part; wages, extended leave and special payments.

Lengthy submissions were made by the applicants for the workers' unions along with extensive testimonies of witnesses. To a marked extent the workers' representatives seemed to rely upon comparisons with the work, duties and responsibilities of policemen and fire prevention officers; and the Commission is bound to observe to the detriment of the police and prevention officers. No policeman was called to testify but one witness who had been a fire prevention officer agree with Mr F. Hardy an inspector of fire brigades and former chief officer of the Dunedin and Christchurch brigades, that the work of fire prevention officers was different from and not strictly comparable with that of operational fire fighters.

In giving such prominence to these comparisons the workers' unions might have detracted from their own cause but members of the Commission are aware from their own experience and knowledge of the expansion of the functions of fire brigades, the equipment used and the hazardous working environment sometimes encountered.



Direct testimony on the conditions of work was confined to the Metropolitan areas of Auckland and Christchurch; the Commission is conscious that the award it is making is of national scope and so embraces the smaller and less populated districts including cities and towns where industrial activity is not so intense.

All things considered, the Commission has recognised the widening scope of the training of fire brigadesmen and has accepted that a serious anomaly was established by the workers' unions pursuant to Regulation 7 of the Wage Adjustment Regulations 1974. The Commission's order in this respect is incorporated in the award now made.

The unqualified preference provision (clause 12) has been inserted in accordance with the agreement of all the assessors.

The rates of remuneration prescribed by this award are NOT to be increased by the application of the 9 per cent general wage adjustment that was effective from 1 July 1974 pursuant to the Wage Adjustment Regulations 1974.

G. O. Whatnall, President.