AUCKLAND ST. JOHN AMBULANCE DRIVERS.—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the agreement made on the 1st day of October, 1944, between the Auckland Road Transport and Motor and Horse Drivers and their Assistants' Society of Workers and the St. John Ambulance Association of New Zealand (Auckland Centre), Trust Board Incorporated.

Whereas by the Economic Stabilization Emergency Regulations 1942 it is provided that no agreement made in pursuance of the Labour Disputes Investigation Act, 1913, shall come into force until it is filed under section 8 of the said Act: And whereas it is further provided that no such agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for

approval of the agreement made on the 1st day of October, 1944, between the Auckland Road Transport and Motor and Horse Drivers and their Assistants' Society of Workers, of the one part, and the St. John Ambulance Association of New Zealand (Auckland Centre), Trust Board Incorporated, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said agreement solely for the purposes of the said regulations.

Dated this 11th day of June, 1945.

[L.S.] A. T

A. TYNDALL, Judge.

Auckland St. John Ambulance Drivers.—Agreement under Labour Disputes Investigation Act, 1913

This industrial agreement made in pursuance of the Labour Disputes Investigation Act, 1913, this 1st day of October, 1944, between the Auckland Road Transport and Motor and Horse Drivers and their Assistants' Society of Workers, of the one part, and the St. John Ambulance Association of New Zealand (Auckland Centre), Trust Board Incorporated (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 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.

SCHEDULE

Hours of Work

Clause 1.—(a) The ordinary weekly hours of work shall be forty-five per week, but the employers shall guarantee and the workers shall undertake to work an additional fifteen hours per week, to be paid for at the rate of 2s. 8d. per hour extra.

(b) No driver shall work more than five hours continuously without an interval of at least half an hour for a meal. This shall not prevent a driver from continuing in excess of the

five hours where the case is of an urgent nature, but in no case shall the driver continue for any longer period than six hours.

(c) The fifteen-week roster in operation at the time this agreement was made, which provides an average of sixty hours per week, shall be maintained during the currency of this agreement. This roster may be altered only by agreement between the parties.

Shift-work

Clause 2.—All shifts shall be regularly rotated amongst the drivers. Any driver having completed his shift shall not be booked on duty again until the expiration of ten hours; but this shall not apply in cases of extreme emergency.

Days Off

Clause 3.—All drivers shall receive periods off duty in accordance with the present roster, and as far as practicable these days shall be consecutive.

Wharf Work

Clause 4.—All wharf work done between 10 p.m. and 8 a.m. and all special duties, including recalls, shall be equally rotated amongst the drivers, and shall be paid for at overtime rates as hereinafter provided.

Wages

Clause 5.—The minimum weekly wage for ambulance-drivers covered by this agreement shall be £5 10s. per week.

(a) Wages, including overtime, to be paid regularly each week, not later than Thursday, and in the employers' time.

Overtime

Clause 6.—All time worked in excess of the weekly or daily hours provided for in the roster shall be paid for at the rate of time and a half for the first six hours and thereafter double time. All recalls and special duties, including wharf duty, performed at night shall have a minimum of three hours, and shall be paid for at overtime rates as hereinbefore mentioned.

Transport

Clause 7.—Where overtime and special duties require a driver to be in attendance after or before the usual means of transport are available, the Association shall undertake the responsibility to have the driver transported to and from his home.

Sickness

Clause 8.—Where a driver is incapacitated from causes arising as a result of infection or contagion through the performance of his duty, he shall be paid full rates of pay.

Holidays

Clause 9.—A driver who has completed twelve months' service with the Association shall be entitled to three weeks' annual leave on full pay. Where a driver is dismissed or terminates his employment, he shall be paid the amount proportionate to the time he has served.

Road Expenses

Clause 10.—Where a driver is required to be absent from his depot at night or day, all meals and accommodation shall be paid for by the Association.

Uniforms

Clause 11.—Uniforms, oilskins, and leggings shall be provided and shall remain the property of and shall be maintained by the Association.

Board Conditions

Clause 12.—Where full board and accommodation is provided, the Association shall be entitled to make a deduction for same, but in no case shall it exceed 30s.

Meals

Clause 13.—Individual meals provided by or on behalf of the Association shall be charged for at a rate not exceeding 2s. per meal.

General Conditions

Clause 14.—Lock-up lockers shall be provided, properly furnished common-room, with facilities for making tea. For drivers obliged to live in, provision shall be made for bathrooms, showers, and conveniences.

Term of Engagement

Clause 15.—The employment shall be a weekly one and may be terminated by one week's notice on either side.

Clause 16.—It shall be considered to be a breach of agreement if the driver employed is not a financial member of the Auckland Drivers' Union at the time of commencing work and remains so during the period of his employment.

Term of Agreement

Clause 17.—This agreement shall remain in force for a period of two years.

General Orders of Wages Emergency Regulations 1940

Clause 18.—This agreement shall be subject to the two general orders made under the Rates of Wages Emergency Regulations 1940 and dated 9th August, 1940, and 31st March, 1942, respectively shall be deemed to be incorporated in this agreement and shall have effect according to their tenor.

Interview with Workers

Clause 19.—It shall be competent for any official of the union to interview the drivers in respect to this agreement or any other matters relating thereto.

Disputes Committee

Clause 20.—Should any dispute arise as to any matters relative to this agreement, it shall be referred to a Disputes Committee comprised of not more than three members from either side, with an independent Chairman. Failing an agreement on the matters in dispute, they shall be referred to the Minister under the Labour Disputes Investigation Act.

Clause 21.—This agreement shall be deemed to have come into operation as from the 1st day of October, 1944, and shall remain in force until the 30th day of September, 1946.

Signed on behalf of the Auckland Road Transport and Motor and Horse Drivers and their Assistants' Industrial Society of Workers—

[L.S.]

L. G. MATTHEWS. C. E. CAVIT. BRUCE H. BELL.

Witness—C. T. McRae.

Signed on behalf of the St. John Ambulance Association of New Zealand (Auckland Centre) Trust Board Incorporated—

[L.S.]

T. A. Low. J. E. Beachen. D. F. Mackay.

Witness-S. E. Langstone.

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 15th day of June, 1945.