

**AUCKLAND ST. JOHN AMBULANCE DRIVERS—INDUSTRIAL  
AGREEMENT**

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 industrial agreement, made on the 8th day of June, 1949, between the St. John Ambulance Association of New Zealand (Auckland Centre) Trust Board, Incorporated, and the Northern (Except Gisborne) Road Transport and Motor and Horse Drivers and Their Assistants' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942, it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial 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 industrial agreement made on the 8th day of June, 1949, between the St. John Ambulance Association of New Zealand (Auckland Centre) Trust Board, Incorporated, of the one part, and the Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants' Industrial Union of Workers, 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 industrial agreement for the purposes of the said regulations.

Dated this 26th day of July, 1949.

[L.S.]

A. TYNDALL, Judge.

AUCKLAND ST. JOHN AMBULANCE DRIVERS—INDUSTRIAL  
AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 8th day of June, 1949, between The St. John Ambulance Association of New Zealand (Auckland Centre) Trust Board Incorporated (hereinafter called "the employer") of the one part and The Northern (Except Gisborne) Road Transport and Motor and Horse Drivers' and Their Assistants' Industrial Union of Workers (hereinafter called "the Union") of the other part, whereby it is mutually agreed and between the said parties as set out in the following schedule:—

SCHEDULE

*Application of Agreement*

1. This Agreement shall apply to the drivers employed by the St. John Ambulance Association of New Zealand (Auckland Centre) Trust Board Incorporated operating within the 25 Mile radius of the Chief Post Office, Auckland.

*Hours of Work*

2. (a) The ordinary weekly hours of work shall be 40 to be worked on five days of the week, Monday to Saturday, both days inclusive.

(b) The ordinary daily hours shall not exceed 8 without the payment of overtime.

(c) All wharf duties, special duties and re-calls shall be rotated amongst all drivers.

(d) Drivers called upon to undertake wharf duties between 5 p.m. and 8 a.m., Monday to Saturday, and from 8 a.m. Saturday to 8 a.m. Monday, shall be paid for at overtime rates, in accordance with Clause 4 hereof.

(e) The daily hours must be worked within a span of 12 consecutive hours.

#### *Wages*

3. (a) The minimum weekly wage for Ambulance Drivers shall be £8 1s. 8d. per week.

(b) Station officers shall be paid £8 11s. 8d. per week.

(c) Where a driver is called upon to take charge of the Station, he shall be paid 2s. per day, or part of the day, extra, while performing this duty. This Clause shall not apply to employees on night shift or at sub-stations.

(d) Wages, including overtime, and all other payments, shall be paid weekly on a day not later than Thursday, and in the employer's time.

#### *Overtime*

4. Except where otherwise provided, all time worked in excess of the daily hours shall be paid for at the rate of time and a half for the first 4 hours and thereafter double time. All recalls and special duties, including wharf duties (as provided for in sub-clause (d) of Clause 2) shall have a minimum payment of three hours at overtime rates.

#### *Shift Work*

5. (a) It shall be competent to work shifts, and where shifts are worked same shall be regularly rotated amongst all drivers. A 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.

(b) A roster of all shifts, including special work, shall be arranged by the management in conjunction with the drivers' representatives.

(c) Adequate notice must be given to the drivers' representatives before any change is made in the roster.

(d) Drivers employed on night shifts or broken shifts shall be paid 2s. 6d. per shift extra.

#### *Definition*

6. A day for the purpose of this Agreement shall be a calendar day from midnight to midnight.

#### *Days Off*

7. In so far as it is reasonably practicable, drivers' days off shall be consecutive.

*Holidays*

8. (a) Drivers shall receive three weeks' annual holiday on full pay for each nine months' service with the Association. Where a driver is dismissed or terminates his employment, he shall be paid the proportionate amount of holiday pay due.

(b) The following days shall be recognized holidays and shall be paid for at double time rates—Sundays, Christmas Day, Good Friday and Anzac Day.

(c) Where any holiday falls on a Saturday and/or Sunday, they shall be observed on the following Monday and/or Tuesday.

*Sickness*

9. (a) Where a driver is incapacitated from causes arising through infection or contagion during the performance of his duty, he shall be paid wages in full during the period of incapacitation.

(b) Every worker after six months' continuous service shall be entitled, on production after three days of medical evidence, to sick-leave with pay up to ten working-days in any one year. This allowance shall be made cumulative to meet the contingency of prolonged and serious illness.

(c) This Clause shall take effect as from 5.1.48.

*Transport*

10. Where the 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.

*Road Expenses*

11. 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*

12. Uniforms, oilskins, and leggings shall be provided and shall remain the property of and shall be maintained and cleaned by the Association when necessary.

*Board Expenses*

13. Where single employees are required to live in, the employer shall provide bed, mattress, linen, blankets, and mess facilities.

*Accommodation*

14. Flats and rooms provided free, conditional on drivers so accommodated working a suitable system of standing by. When a driver is called on duty, Clause 4 shall apply regarding overtime, except that the minimum shall be one hour. Stand by time shall be between the hours of 9 p.m. and 8 a.m.

*Fumigation*

15. Drivers employed on fumigation work shall be paid at double rates or the same rates as payable to other employees directly engaged in fumigation, whichever is the greater.

*General Conditions*

16. (a) Lock-up lockers shall be provided, and a properly furnished common room with facilities for making tea. For drivers obliged to live in, provision shall be made for bathroom, showers, and conveniences.

(b) All annual holidays shall be rostered and a roster indicating the rotation and dates of annual holidays shall be posted on the drivers' notice board.

*Term of Engagement*

17. (a) The employment shall be a weekly one and must be terminated by one week's notice in writing on either side.

(b) It shall be considered to be a breach of this Agreement if the driver employed is not a financial member of The Northern (Except Gisborne) Etc. Drivers' Union at the time of commencing employment and remains so during the period of his employment.

*Interview With Workers*

18. 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*

19. 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 between the parties bound by this Agreement, or any of them, as to any matter whatsoever arising out of or connected therewith, every 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. Either side shall have the right of appeal to the Court against a decision of any such committee upon giving the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Workers to be Members of Union*

20. (a) Subject to the provision of subsection (5) of Section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this Agreement to employ or continue to employ in any position or employment subject to this Agreement any adult person who is not for the time being a member of an industrial union of workers bound by this Agreement.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this Agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any Union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this Agreement and shall be liable accordingly.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the Union.)

*Term of Agreement*

21. This Agreement shall come into force on the 1st day of June, 1949, and shall continue in force until the 1st day of June, 1950.

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

[L.S.]

F. N. AMBLER, Chairman.  
S. E. LANGSTONE, Secretary.

Signed on behalf of the Northern (Except Gisborne) Road Transport and Motor and Horse Drivers' and Their Assistants' Industrial Union of Workers—

[L.S.]

E. W. TAYLOR, President.  
L. G. MATTHEWS, Secretary.

Signed and Sealed at Auckland this 20th day of June, Nineteen Hundred and Forty Nine.