

NEW ZEALAND **AMBULANCE-DRIVERS**—AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Road Transport and Motor and Horse Drivers and their Assistants' Industrial Union of Workers (hereinafter called "the union") and the undermentioned union, boards, &c., (hereinafter called "the employers") :—

New Zealand Hospital Boards' Industrial Union of Employers,
Druid's Chambers, Woodward Street, Wellington.

NORTHERN INDUSTRIAL DISTRICT

Bay of Islands Hospital Board, Kawakawa.
 Cook Hospital Board, Gisborne.
 Gisborne Sub-centre, St. John Ambulance Association, P.O. Box 198,
 Gisborne.
 Hamilton Sub-centre, St. John Ambulance Association, Ward Street,
 Hamilton.
 Taumarunui Hospital Board, Taumarunui.
 Waikato Hospital Board, Hamilton.
 Whangarei Ambulance Division, St. John Ambulance Brigade, care
 of S. Lowe, Esq., Bank Street, Whangarei.

TARANAKI INDUSTRIAL DISTRICT

Hawera Hospital Board, Hawera.
 Taranaki Hospital Board, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Dannevirke Hospital Board, Dannevirke.
 Hawke's Bay Hospital Board, Napier.
 Napier Sub-centre, St. John Ambulance Association, P.O. Box 88,
 Napier.
 Palmerston North Hospital Board, Palmerston North.
 Priory in New Zealand of the Venerable Order of St. John,
 Druid's Chambers, Woodward Street, Wellington.
 Wairarapa Hospital Board, Masterton.
 Wanganui Hospital Board, Wanganui.

MARLBOROUGH INDUSTRIAL DISTRICT

Marlborough Hospital Board, Blenheim.

NELSON INDUSTRIAL DISTRICT

Nelson Hospital Board, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Grey Hospital Board, Greymouth.
 Westland Hospital Board, Hokitika.

CANTERBURY INDUSTRIAL DISTRICT

Ashburton Hospital Board, Ashburton.
 South Canterbury Hospital Board, Timaru.
 Waitaki Hospital Board, Oamaru.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Otago Centre, St. John Ambulance Association, 17 York Place,
 Dunedin.
 Southland Hospital Board, Invercargill.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of

section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, 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 union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 1st day of June, 1950, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand this 5th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to all drivers of ambulances engaged in ambulance work, with the exception of the St. John Ambulance Association of New Zealand (Auckland Centre) Trust Board, Incorporated, Auckland; the New Zealand Free Ambulance Transport Service, Wellington District, Incorporated, Cable Street, Wellington; and the Venerable Order of St. John (Christchurch), Peterborough Street, Christchurch.

Interpretation

2. An ambulance-driver is a worker primarily engaged in ambulance duties, notwithstanding that he may be called upon to perform other work.

Hours of Work

3. (a) The ordinary hours of work shall be forty per week, to be worked on any five days of the week.

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

(c) Where practicable, all special duties and recalls shall be shared equally among all drivers.

(d) The daily hours shall be worked within a span of twelve consecutive hours.

(e) Subject to the provisions of clause 7 hereof, employees who are required to remain on call or on duty for periods beyond forty hours per week shall be paid 15s. per week for the first twenty additional hours or part thereof.

(f) Employees who undertake driving duties during the "on-call" period as described in the preceding subclause shall be paid 3s. 10½d. per hour while engaged on actual ambulance duties.

(g) Notwithstanding the forgoing, in places where one ambulance only is stationed and it is necessary in order to meet the exigencies of the service, any of the conditions herein (clause 3) may be varied by agreement with the union. Failing such agreement the matter shall be referred to a disputes committee for decision.

Wages

4. (a) The minimum weekly wage for ambulance-drivers covered by this award shall be £7 15s. per week.

(b) Where a driver is placed in charge of other drivers he shall be paid 10s. per week extra.

(c) Wages, including overtime and special payments, shall be paid weekly or fortnightly on a day not later than Thursday and in the employer's time.

(d) Nothing in this award shall be construed so as to reduce the present wage or reduce leave or other privileges at present enjoyed by any worker.

Overtime

5. All time worked on any day in excess or outside of the hours provided in clause 3 hereof shall be paid for at the rate of time and a half for the first three hours and thereafter double time. Drivers called back to work during their periods off duty shall receive a minimum payment of three hours at overtime rates for each engagement.

Shift-work

6. (a) *Roster*.—The employer shall post in a conspicuous place a roster stating the shifts and days off. Reasonable notice shall be given of any change in the roster. The roster shall be so arranged that the a.m. and p.m. shifts shall be equally distributed among the drivers: Provided that where the exigencies of the business require special provisions as to a roster, the matter may be dealt with by a disputes committee as hereinafter provided. A driver having completed his shift shall not be booked on again until the expiry of twelve hours from the time of booking off.

(b) Adequate notice shall be given to the Union representative before any change is made in the roster.

(c) Non-resident drivers employed on night shifts shall, where any part of the shift falls between 10 p.m. and 6 a.m., be paid 2s. 6d. per shift extra.

(d) All drivers employed on broken shifts shall be paid 2s. 6d. per shift extra.

Days Off

7. Days off shall be one calendar day and one period of twenty-four consecutive hours in each calendar week.

Holidays

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

(b) A roster setting out the dates on which the staff's annual holidays fall due shall be prepared and made accessible to the drivers.

(c) Not less than fourteen days' notice of the date on which the annual holiday will commence shall be given to each worker.

(d) Payment for annual holidays shall be made prior to the driver commencing such annual holidays.

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 driver shall be entitled to sick-leave on pay as provided for in the general by-laws and regulations of the hospital in the district.

Transport

10. If a driver is required to remain on duty or is called back for duty when his usual means of transport have ceased, the employer shall undertake the responsibility of having the driver transported to or from his home as the case may be.

Road Expenses

11. Where a driver is required to be absent from his depot at night or day the employer shall refund the reasonable costs of all necessary meals and accommodation.

Uniforms

12. (a) Where employees are required to wear uniforms the employer shall provide each driver with a complete uniform comprising tunic, one pair of trousers, and cap. The replacement of any of the above articles shall be at the employer's discretion. All uniforms and overcoats shall remain the property of the employer.

(b) One waterproof coat shall be available for each ambulance, and warm overcoats shall be supplied when required.

(c) All uniforms and equipment shall be laundered at the employer's expense.

Board and Accommodation

13. (a) Where full living-in accommodation is provided for workers such accommodation for the purposes of this award shall be valued at 27s. 6d. per week.

(b) Where it is essential for a driver to live in on charge shall be made for his sleeping accommodation.

(c) Where meals only are provided for workers such meals shall be valued at 12s. 6d. per week, provided that where less than ten meals are supplied such meals shall be valued at 1s. each.

Fumigation

14. Where a driver is requested to stand by a fumigating job where a deadly gas is used, he shall receive double time for a period so employed.

General Conditions

15. (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 bathrooms, showers, and conveniences.

(b) It shall be part of the ordinary duties of a driver to assist at any work, other than work covered by the Hospital Domestic-workers' award, which may be required of him, other than driving, for the purpose of filling in time, provided he is paid at the driver's rate of pay.

(c) Where a driver is required to wash and clean his vehicle he shall be supplied with gum boots or clogs and a waterproof apron.

Term of Employment

16. The employment shall be a weekly one and may be terminated by one week's notice on either side or a week's wages in lieu thereof shall be paid or forfeited. This shall not prevent the summary dismissal of a worker for misconduct.

Interviews

17. It shall be competent for any official of the union to interview the drivers in respect of any matter relating to this award or in respect of their employment.

Workers to be Members of Union

18. (a) Subject to the provisions 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 award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(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 award 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 award, 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.)

Disputes Committee

19. The essence of this award 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 award, 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.

Application of Award

20. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award

21. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

22. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of June, 1949, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of June, 1950.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 5th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.