

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

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—

In the matter of the Economic Stabilization Regulations 1950; and in the matter of the industrial agreement made on the 1st day of February, 1951, between the Committee of the Venerable Order of St. John (Christchurch), and the Canterbury Road Transport and Motor and Horse Drivers and Their Assistants' Industrial Union of Workers.

WHEREAS by the Economic Regulations 1950 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 1st day of February, 1951, between the Committee of the Venerable Order of St. John (Christchurch), of the one part, and the Canterbury 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 5th day of April, 1951.

[L.S.]

A. TYNDALL, Judge.

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

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 1st day of February, 1951, between the Committee of the Venerable Order of St. John (Christchurch),

hereinafter referred to as the employer, of the one part, and the Canterbury Road Transport and Motor and Horse Drivers and Their Assistants' Industrial Union registered under the Industrial Conciliation and Arbitration Act, 1925, and its amendments, hereinafter referred to as the industrial union (the registered office of which union is situated at 194 Gloucester Street in the city of Christchurch), of the other part, witnesseth that it is hereby mutually agreed and declared between and by the employer and the industrial union that the terms and conditions hereinafter set forth shall apply to all drivers of ambulances employed by the employer.

#### *Hours of Work*

1. (a) The ordinary hours of work shall be in accordance with the present roster which shall remain in force during the currency of this agreement unless amended or replaced by agreement between the parties thereto.

(b) No driver shall be required to 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 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 daily hours of work shall be continuous except for meal intervals.

#### *Shift-work*

2. Where shifts are worked the employer shall post in a conspicuous place a roster stating the shifts and the days off. The roster shall be so arranged that shifts shall be regularly rotated amongst drivers.

In the event of a driver being required to work for more than eight hours on night shift a bed shall be supplied by the employer.

Any driver having completed his shift shall not be again booked on for duty until expiration of ten hours, unless in cases of extreme emergency.

#### *Days Off*

3. All drivers shall receive a period of forty-eight consecutive hours off duty in each week in accordance with the roster, and as far as is reasonably practicable the work shall be arranged so as drivers shall get approximately the same number of Sundays off duty.

#### *Wages*

4. The minimum weekly wage for drivers covered by this agreement shall be £10 10s. per week.

Wages, including overtime, shall be paid regularly each week, not later than Thursday, and in the employer's time.

#### *Increase in Rates of Remuneration*

5. The general order dated 30th January, 1951, and made under the Economic Stabilization Regulations, 1950, shall be deemed to be incorporated in this agreement and shall have effect according to its tenor.

#### *Overtime*

6. All time worked in excess of the rostered weekly or daily hours shall be paid for at the rate of 6s. per hour for the first four hours and 8s. per hour thereafter.

Any driver called back to work during his periods off duty shall receive a minimum of four hours for each such engagement.

*Sickness*

7. (a) 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.

(b) The existing arrangement regarding other cases of sickness shall continue in force.

*Holidays*

8. In lieu of statutory and annual holidays the employer shall allow each driver a paid holiday of three consecutive weeks on completion of each nine months of service.

Subject to the provisions of the Annual Holidays Act, a worker employed for less than nine months shall be allowed a proportionate holiday on the termination of his employment.

The qualifying period for these holidays shall be the day of the worker's engagement or the date on which he qualified for his previous annual holiday.

*Road Expenses*

9. 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 employer.

*Uniforms*

10. (a) A uniform coat and two pairs of trousers shall be provided every eighteen months.

(b) A cap shall be provided every two years.

(c) Overcoats to be provided as follows: A tweed coat and a light raincoat be provided and replaced every six years unless through exigencies of the work or through causes outside the bounds of normal wear and tear, replacements are required during a lesser period. In the event of any dissension over replacements, the matter to be decided by the disputes committee.

(d) All uniforms, caps and wearing apparel provided by the Venerable Order to always remain the property of the employer.

*General Conditions*

11. A furnished common-room shall be provided by the Venerable Order, with lock-up lockers and with facilities for making tea.

*Term of Engagement*

12. The term of engagement shall be a weekly one and may be terminated by one week's notice on either side.

*Interview with Workers*

13. 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.

*Drivers' Duties*

14. (a) It shall be part of the ordinary duty of a driver to assist at any work which may be required of him other than driving, for the purpose of filling in time, provided he is paid at the rate of not less than the driver's rate of pay.

(b) Where a driver is required to wash and clean, or service his vehicle, he shall be supplied with gum-boots and overalls, and suitable cleaning materials.

*Workers to be Members of the Union*

15. (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.

(d) On the written request of the secretary of the union, an employer shall supply to him a list of the workers in his employ, but not more often than once in three months.

*Disputes Committee*

16. 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, if required, 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 to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

*Term of Agreement*

17. This agreement in so far as it relates to wages shall be deemed to have come into force on the 4th day of August, 1950, and so far as all other conditions in this agreement are concerned it shall come into force on the day of the date hereof, and this agreement shall continue in force until the 4th day of February, 1952.

In witness whereof the parties have executed the presents:—

The common seal of the Venerable Order of St. John was hereto affixed in the presence of—

B. J. MCKENNA, Chairman.  
C. H. KERSLEY, Secretary.

The common seal of the Canterbury Road Transport and Motor and Horse Drivers and their Assistants' Industrial Union of Workers was hereto affixed in the presence of—

E. PURCELL, Secretary.  
A. W. PETERSON, President.

[L.S.]