

AUCKLAND (25-MILE RADIUS) **ST. JOHN AMBULANCE DRIVERS**—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act 1925, and its amendments; and in the matter of an industrial dispute between the Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers (hereinafter called “the union”) and the undermentioned Board (hereinafter called “the employers”):—

St John Ambulance Association (Auckland Centre) Trust Board.

THE COURT of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, 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, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 on the day of the date hereof, and shall continue in force until the 2nd day of April 1954, 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 2nd day of April 1953.

[L.S.]

W. F. STILWELL, Judge.

#### SCHEDULE

##### *Application of Award*

1. This award shall apply to the drivers and station officers 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 not exceed forty, to be worked on five days of the week, Monday to Saturday, both days inclusive.

(b) The ordinary daily hours shall not exceed eight 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 at overtime rates in accordance with clause 4 hereof.

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

##### *Wages*

3. (a) The minimum weekly wage for ambulance drivers shall be £10 2s. 5d. per week.

(b) Senior station officers shall be paid £10 13s. 11d. per week.

(c) Where a driver is called upon to take charge of the station he shall receive one-fifth of the difference between ambulance drivers' rates of pay and senior station officers' for each day or part of the day that he is in charge of the station. This clause shall not apply to employees on night shift or at substations.

(d) Where a senior station officer is called upon to take over a position senior to his present position he shall be paid a weekly rate equivalent to his average gross earnings for the previous nine months.

(e) 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 three hours and thereafter double time. All re-calls and special duties, including wharf duties (as provided for in subclause (d) of clause 2) shall have a minimum payment of three hours at overtime rates.

*Saturday Work*

5. If Saturday is rostered as one of the five ordinary working-days of the week it shall be paid for at the rate of half ordinary time additional for the time worked.

*Shift Work*

6. (a) It shall be competent for workers to work shifts and same shall be regularly rotated. A worker 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 workers' representatives: Provided that it shall be competent for the management to decide that certain duties entail greater responsibilities and allocate such duties at its discretion.

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

(d) Workers employed on night shifts or broken shifts shall be paid 3s. 6d. per shift extra.

(e) Workers employed on shifts normally commencing between 2 p.m. and midnight shall be deemed to be employed on night shifts for the purposes of subclause (d) of this clause.

*Definition*

7. A day for the purpose of this award shall be a calendar day from midnight to midnight.

*Days Off*

8. In so far as it is reasonably practicable workers' days off shall be consecutive.

*Holidays*

9. (a) Workers shall receive three weeks' annual holiday on full pay for each nine months' service with the Association. Where a worker 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—Christmas Day, Good Friday, and Anzac Day.

(c) When Christmas Day falls on a Saturday or a Sunday it shall be observed on the next succeeding Monday.

(d) All work performed on Christmas Day, Good Friday, Anzac Day, and Sundays shall be paid for at double time rates.

*Sickness*

10. (a) Where a worker 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.

For the purpose of calculating the sick-leave to which a worker is entitled, continuous service since the 5th January 1948 shall be included.

#### *Transport*

11. Where the duties require a worker to be in attendance after or before the usual means of transport are available, the Association shall undertake the responsibility to have the worker transported to and from his home.

#### *Road Expenses*

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

#### *Uniforms*

13. (a) Uniforms, oilskins, and leggings shall be provided and shall remain the property of and shall be maintained and cleaned by the Association when necessary.

(b) After the probationary period has been served, each worker shall be issued with two shirts and thereafter with a further two shirts on completion of each four months' service.

#### *Board Expenses*

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

#### *Accommodation*

15. Flats and rooms shall be provided free, conditional on workers so accommodated working a suitable system of standing by. When a worker 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*

16. Workers employed on fumigation work or Sunday wharf re-calls 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*

17. (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*

18. (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 award if the worker employed is not a financial member of the Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants' Industrial Union of Workers at the time of commencing employment and remains so during the period of his employment.

*Interview with Workers*

19. It shall be competent for any official of the union to interview the workers in respect of this award or any other matters relating thereto.

*Disputes Committee*

20. 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 to 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*

21. (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.)

*Term of Award*

22. This award shall come into force on the day of the date hereof and shall continue in force until the 2nd day of April 1954.

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 2nd day of April 1953.

[L.S.]

W. F. STILWELL, Judge.

## MEMORANDUM

The only matter settled by the Court related to the wage rates in clause 3 (a) and (b). In other respects the award incorporates the terms of the memorandum of partial settlement reached in Conciliation Council.

Mr. Allerby is not in agreement, and his dissenting opinion follows.

W. F. STILWELL, Judge.

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DISSENTING OPINION OF MR. ALLERBY

I dissent from the majority decision of the Court in respect of the wages fixed under this award. In my opinion the new rate destroys the margin fixed by the Court in the previous award. To preserve a proper relationship these workers should receive the full effect of the Court's pronouncement on the previous award rate.