

WELLINGTON FREE AMBULANCE DRIVERS—AWARD

In the Court of Arbitration of New Zealand, Wellington Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Wellington Road Transport and Related Industries Motor and Horse Drivers and Their Assistants Industrial Union of Workers (hereinafter called “the union”) and the undermentioned Board (hereinafter called “the employers”):

Wellington Free Ambulance Service (Incorporated).

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 11th day of August 1958 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 April 1957.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Application

1. (a) This award shall apply to ambulance officers (other than the superintendent, deputy superintendent, and station officers) employed by the Wellington Free Ambulance Service (Incorporated).

(b) An ambulance officer is a worker holding a first aid certificate, who is primarily engaged for ambulance duties, notwithstanding that he may also be required to perform other duties connected with ambulance work.

(c) A probationer is a newly joined officer to whom the terms of this award shall apply with the exception of clause 10 (a) and as specifically provided for in clause 9 (h). The term of probation shall not exceed three months.

Hours of Work

2. The ordinary hours of work for officers shall not exceed sixty-two hours per week, worked on the existing basis of regular day on, day off. The employer shall post in a conspicuous place a roster showing the shifts and days off: Provided that the superintendent shall consult the representative of the union when any alteration to the roster is contemplated.

Wages

3. (a) The following shall be the minimum rates of weekly wages:

	Per Week		
	£	s.	d.
During the first twelve months' service	14	5	5
During the second year's service	14	11	1
During the third year's service	14	16	10
During the fourth year's service	15	2	7
Fifth to tenth year's service	15	8	5
Eleventh to fifteenth year's service	15	19	7
And thereafter	16	10	7

(b) The qualifying certificates, etc., for the Wellington Free Ambulance Service (Incorporated) Diploma are: St. John Medallion (Three First Aid Certificates), Home Nursing, Hygiene, Resuscitation, Anatomy and Physiology (conducted by the Wellington Hospital Board), and any other certificates mutually agreed upon between the executive and representatives of the union.

Holders of the diploma after five years' continuous service shall receive a payment of 15s. a week extra.

(c) Shift seniors shall be paid an allowance of 10s. per week extra.

(d) Where an officer is required to relieve a shift senior, he shall be paid an allowance of 2s. per shift extra whilst so employed, or the weekly allowance, whichever is the greater.

(e) Pay day shall be no later than Wednesday in each week and the pay shall be collected in the employer's time.

Increase in Rates of Remuneration

4. The rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953, and dated the 26th day of October 1956.

(EXPLANATORY NOTE—The general order of 26 October 1956 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 18 per cent thereof, but excluded from the scope of the increase—

(1) Such portion of the remuneration of each worker in each week as exceeded the amount of £13 in the case of adult male workers, the amount of £9 15s. in the case of adult female workers, and the amount of £7 10s. in the case of male and female workers under the age of twenty-one years; and

(2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Overtime

5. (a) All time worked each day in excess of the rostered hours shall be overtime and shall be paid for at the rate of 7s. 6d. for the first three hours and 10s. per hour thereafter.

(b) Should an officer be employed on his day or days off, as shown on the roster, he shall be paid for the time worked at overtime rates, with a minimum of four hours.

Holidays

6. (a) In lieu of statutory and annual holidays officers shall receive three weeks' holiday on full pay for each nine months' service with the employer. Where an officer is dismissed or terminates his employment, he shall be paid the proportionate amount of holiday pay due.

(b) All annual holidays shall be rostered and a roster indicating the rotation and dates of annual holidays shall be posted in the common room. Not less than one month's notice shall be given by the employer to any officer of the date on which his annual holiday is to commence.

(c) Payment for annual holidays shall be made prior to the officer commencing such annual holidays.

Sickness

7. Where officers are incapacitated from causes arising as a result of infection or contagion through the performance of their duties, they shall be paid full rates of pay.

Travelling Time, Road Expenses, Etc.

8. (a) Where the duties require an officer to be in attendance after or before the officer's usual means of transport are available, the employer shall undertake the responsibility to have him transported to and from his home.

(b) Where an officer is required to be absent from his normal signing on station, all meals and lodging shall be provided.

(c) Officers relieving at the Hutt station from headquarters, Wellington, shall be reimbursed for the cost of all meals where such are incurred while absent from headquarters, and officers relieving from other stations shall be entitled to similar conditions.

(d) In the event of an officer being required to relieve at a station other than the station to which he is attached, the employer shall do one of the following things:

(i) Provide the officer with free transport to and from his usual station.

(ii) Reimburse the officer any additional expense incurred by him in travelling to and from his work.

(e) Time so occupied in travelling between stations shall count as time worked, and shall be paid at the appropriate rate.

Uniforms and Clothing

9. (a) A tunic shall be supplied at the commencement of service and shall be renewed every eighteen months. Two pairs of trousers shall be supplied at the commencement of service, and on each succeeding year one further pair shall be supplied by the employer.

(b) One warm and one waterproof overcoat shall be supplied by the employer to each officer, and also one pair of waterproof leggings.

(c) A shoe allowance of £2 a year shall be paid to each officer.

(d) A cap and two white covers shall be supplied by the employer and renewed when necessary.

(e) Two black ties shall be supplied every year by the employer.

(f) All clothing supplied by the employer shall be of new material, and uniforms, i.e. tunics and trousers, shall be cleaned at the expense of the employer every three months or when such articles of clothing become damaged or soiled while the officer is on duty.

(g) All clothing supplied by the employer shall remain the property of the employer.

(h) Probationers may be issued with suitable clean used clothing, provided that after the period of probation, all the provisions of this clause shall apply.

(i) The issue of clothing shall be the subject of a roster, a copy of which shall be posted in the common-room.

General Conditions

10. (a) Staff insurance policies shall be handed intact to each officer leaving the service, providing he has not been dismissed because of dishonesty.

(b) No officer shall work more than five hours without a break of at least half an hour for a meal, except in cases of extreme emergency.

(c) Lock-up lockers shall be provided and a properly furnished common-room with facilities for cooking meals. Sanitary conveniences, bathroom, and showers shall be provided.

Staff X-rays

11. The employer shall arrange to have all officers X-rayed bi-annually.

Term of Engagement

12. The employment shall be a weekly one and must be terminated by one week's notice in writing on either side: Provided that the engagement may be terminated by the employer without notice for serious misconduct.

Right of Interview

13. The secretary or other authorised officer of the union shall be permitted to interview an officer or officers on the premises of the employer at a place to be appointed by the employer for such interview, but not so as to interfere with the work of the station.

Disputes Committee

14. 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 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.

Workers to be Members of Union

15. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Voluntary Workers

16. The operation of this award shall in no way affect the existing arrangement made between the employer and those voluntary workers of the Grand Priory in the British Realm of the Venerable Order of the Hospital of St. John of Jerusalem, Red Cross, and/or any other honorary worker.

Term of Award

17. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 11th day of February 1957, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 11th day of August 1958.

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 April 1957.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Clause 2 of the award dealing with the ordinary hours of work prescribes that the weekly hours shall not exceed sixty-two. Subsection (2) of section 149 of the Industrial Conciliation and Arbitration Act reads:

“Where in any award the maximum number of hours (exclusive of overtime) to be worked by any worker in any week is fixed in excess of forty, the Court shall indicate in the award the grounds which, in the opinion of the Court, made impracticable the fixing of forty hours as the maximum number of hours to be worked in any week.”

The Court accepts the agreement of the parties as an indication that they deem it impracticable to carry on the industry efficiently on the basis of a maximum number of ordinary hours of forty per week.

A. TYNDALL, Judge.