
CHRISTCHURCH ST. JOHN AMBULANCE DRIVERS—INDUSTRIAL AGREEMENT

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

THIS Industrial Agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1925 and its amendments, this 1st day of June 1961 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 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.

SCHEDULE

Hours of Work

Clause 1. (a) The ordinary hours of work shall be 52 per week and shall be worked 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

Clause 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 the 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 again be booked on for duty until the expiration of 10 hours, unless in cases of extreme emergency.

Days Off

Clause 3. All drivers shall receive a period of 48 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 the drivers shall get approximately the same number of Sundays off duty.

Wages

Clause 4. The minimum weekly wage for the drivers covered by this agreement shall be £17 15s. 4d. 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

Clause 5. The rates of remuneration set out in this agreement are inclusive of the general order of the Court of Arbitration effective from 18 September 1959. This agreement shall be subject to any increase or decrease issued by the Court of Arbitration after making this agreement.

Overtime

Clause 6. All time worked in excess of the rostered weekly or, daily hours shall be paid for at the rate of 10s. 3d. per hour for the first four hours and 13s. 8d. per hour thereafter.

Call Back

Clause 7. Drivers called back to duty after completing their shift and leaving the station shall receive the appropriate overtime rate of pay and be reimbursed for travelling costs involved to and from station with a minimum of two hours for each call-back.

Sickness

Clause 8. (a) Where a driver is incapacitated from causes arising as a result of infection, or contagion or accident, through the performance of his duty, he shall be paid the equivalent of full rates of pay for up to three months but not more often than once in 12 months.

(b) A driver going sick from other causes shall be paid full wages up to two weeks per annum, accumulative up to six weeks for three years. If a driver is off for a longer period the payment to be reviewed on the production of a certificate from a doctor nominated by the association.

(c) Drivers shall undergo an X-ray every 12 months.

Holidays

Clause 9. (a) Drivers shall receive three consecutive 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) Where practicable, not less than 28, and in no case less than 14 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.

(e) When a driver is required to perform work on Christmas Day, Good Friday or Anzac Day he shall be paid for the time worked at not less than double his ordinary rate.

Road Expenses

Clause 10. 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 including meals on the journey.

Uniforms

Clause 11 (a) A uniform coat and two pairs of trousers shall be provided every 18 months.

(b) A cap be provided every two years.

(c) A light raincoat be provided and replaced every six years unless through the 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 remain the property of the employer.

(e) Three working shirts of approved uniform pattern per annum to be provided by the employer and selected by the station office and representative of the drivers.

General Condition

Clause 12. A furnished common-room shall be provided by the Venerable Order with lock-up lockers and with facilities for making tea.

Term of Engagement

Clause 13. The term of engagement shall be a weekly one and may be terminated by one week's notice in writing on either side.

Interview With Workers

Clause 14. It shall be competent for any official of the union to interview the drivers in respect of this agreement or any other matter relating thereto.

Drivers Duties

Clause 15. (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

Clause 16. (a) Subject to the provision of sub-section (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 bound by 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 purpose of sub-clause (a) of this clause a person of the age of 18 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 21 years and upwards shall be deemed to be 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

Clause 17. 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 such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Term of Agreement

This agreement shall come into force on the 1st day of June 1961 and shall continue in force until the 31st day of May 1963.

In witness whereof the parties have executed these presents:

The Venerable Order of St. John Christchurch Sub-centre:

J. H. SKINNER.
G. W. TENCH.

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:

[L.S.]

W. R. PALMER.
K. STAMLER.