

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 1954; and in the matter of an industrial dispute between the New Zealand Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned union, boards and associations (hereinafter called “the employers”):

New Zealand Hospital Boards’ Industrial Union of Employers, Woodward House, (P.O. Box 981), Wellington.

NORTHERN INDUSTRIAL DISTRICT

Cook Hospital Board, Gisborne.

Gisborne Sub-centre, St. John Ambulance Association, P.O. Box 198, Gisborne.

South Auckland Centre, St. John Ambulance Association, P.O. Box 3, Matamata.

Taumarunui Hospital Board, Taumarunui.

Waikato Hospital Board, Hamilton.

Whangarei Ambulance Division, St. John Ambulance Brigade, care of S. Lowe, 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, Woodward House, 99 The Terrace, Wellington.

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.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Otago Centre, St. John Ambulance Association, 17 York Place, Dunedin.

Southland Hospital Board, Invercargill.

Waitaki Hospital Board, Oamaru.

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 18th day of August 1963 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 18th day of May 1962.

[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 40 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 12 consecutive hours.

(e) Subject to the provisions of clause 7 hereof, employees who are required to remain on call for periods beyond 40 hours of duty per week shall be paid £2 3s. 6d. per week for the first 20 additional hours or part thereof, and 3s. per hour for "on call" hours in excess of 20. Employees who are "called out" during the "on call" period shall be paid 5s. 6d. per hour for the period of the "call out".

(f) No ambulance driver shall be required to remain at the station or on the employers' premises while "on call" provided he is readily accessible for duty during his "on call" period.

(g) Notwithstanding the foregoing, 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 £13 15s. per week.

(b) Where a driver is placed in charge of other drivers he shall be paid £1 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. The pay envelope shall contain a slip showing fully how the wages are computed.

(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.

(e) A driver who is the holder of valid St. John Ambulance Association, Red Cross Society, or St. Andrews Association, First Aid and Home Nursing certificates and has completed five years in continuous service with the same employer as an ambulance driver shall be paid an allowance of 5s. per week: Provided that an ambulance driver who is the holder of a St. John's Medallion or has held a Red Cross Society Medallion for not less than one year shall be paid a further allowance of 2s. 6d. per week.

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. 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 again until the expiry of 12 hours from the time of booking off.

(b) Fourteen days' notice, except in an emergency, 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 3s. 6d. per shift extra.

(d) All drivers employed on broken shifts shall be paid 3s. 6d. per shift extra.

Days Off

7. Days off shall be one calendar day and one period of 24 consecutive hours in each calendar week. Where possible, these periods shall be consecutive.

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) 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 worker is required to perform work on any Sunday, Anzac Day, Good Friday, or Christmas Day, he shall, in addition to his ordinary rate of pay, be paid for the time worked on such Sunday, Anzac Day, Good Friday, or Christmas Day at not less than his ordinary rate.

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) After 10 weeks' service with the same employer, on production of a medical certificate a worker shall be entitled to one day's sick-leave without deduction of pay, with an additional day for each further period of 10 weeks' service, with a maximum accumulation of 15 days: Provided, however, that where the employer deems it necessary he may request the worker to produce a medical certificate from a doctor nominated by the employer. The qualifying period for service under this clause shall be deemed to have commenced on the 1st day of January 1959.

(c) On engagement each driver shall undergo a chest X-ray and medical examination and once in each six months thereafter each driver shall undergo a chest X-ray examination only. Such examinations shall be at the expense of the employer.

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) The employer shall provide each driver with a complete uniform comprising tunic, two pairs 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 and a dust coat shall be available for each ambulance, and warm overcoats shall be supplied when required.

(c) Protective clothing shall be provided for workers required to attend contagious cases.

(d) 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 no 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 10 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 gumboots or clogs and a waterproof apron.

(d) No driver shall be required to handle any stretcher case unassisted.

(e) Where a driver is required to continue working overtime after 6 p.m. on any day and cannot reasonably get home for his meal he shall be provided with a meal or shall be paid 5s. for such a meal.

(f) The employer shall reimburse the driver for the cost of his annual driving licence fee and provide his medical certificate.

(g) Excepting as hereinafter provided, and in the case of voluntary service, no other worker shall be required to drive an ambulance when a regular driver is ready and willing to do the work.

(h) Where the employer requires a driver to have a telephone at his residence the employer shall pay half his telephone rental.

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.

Where only one regular ambulance driver is employed, his normal days off or any emergency may be covered by another employee who shall be paid on a *pro rata* basis.

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.

Unqualified Preference

18. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within fourteen days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(f) 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 than once in three months.

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 to appeal to the Court against a decision of any 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.

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 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 the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 1st day of May 1962, 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 18th day of August 1963.

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 18th day of May 1962.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 18 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
