

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 under-mentioned board (hereinafter called “the employers”):

The Executive Board of the Wellington Free Ambulance Service (Incorporated),
Cable Street, Wellington.

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 8th day of January 1965 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 8th day of July 1963.

[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 except as specifically provided for in subclause (i) of clause 8. The term of probation shall not exceed three months.

Hours of Work

2. The ordinary hours of work for officers shall not exceed 62 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 12 months' service	..	..	19	0	0
During the second year's service	..	..	19	6	0
During the third year's service	..	..	19	12	3
During the fourth year's service	..	..	19	18	4
Fifth to tenth year's service	..	..	20	5	0
Eleventh to fifteenth year's service	..	..	20	16	8
And thereafter	..	..	21	8	4

(b) The qualifying certificates for the Wellington Free Ambulance Service (Incorporated) Diploma are: A recognised first aid certificate, a certificate in home nursing, hygiene, resuscitation, anatomy and physiology (conducted by a registered medical practitioner), and a short private course in midwifery, and any other certificates mutually agreed upon between the executive and representatives of the union.

The syllabus above and refresher courses are to be arranged by the Wellington Free Ambulance Board in its time, and where practicable, on its premises with particular attention being given on the aspects of the existing certificates which are applicable to the work performed by the officers, also in the use and handling of particular equipment and appliances used by the Wellington Free Ambulance.

Holders of the diploma after three years' continuous service shall receive a payment of 15s. 5d. a week extra.

(c) Shift seniors shall be paid an allowance of 15s. 5d. per week extra.

(d) Where an officer is required to relieve a shift senior, he shall be paid an allowance of 3s. 1d. per shift extra whilst so employed, or the weekly allowance, whichever is the greater.

(e) The senior officer at each out-station shall be paid the sum of 10s. 3d. extra a week and the next senior officer at such station, when relieving, shall receive 2s. 1d. a shift extra while so employed or the weekly allowance, whichever is the greater.

(f) The weekly pay shall be available not later than Wednesday in each week; provided that at all times it shall be available 48 hours before the close of the last shopping day in any week. Pay shall be collected in the employer's time.

Overtime

4. (a) All time worked each day in excess of the rostered hours shall be overtime and shall be paid for at the rate of 9s. 6d. for the first three hours and 12s. 8d. 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: Provided that the minimum of four hours shall not apply when an officer is attending a lecture on his day off.

Holidays

5. (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. Where possible, three months' notice, but 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.

(d) Officers required to work within the roster and commencing duty on Christmas Day, Good Friday, or Anzac Day, shall be paid an allowance of £1 10s. 9d. for each of such days worked.

Sickness

6. 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.

7. (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 a station other than the one to which they are attached shall receive meal money at the rate of 5s. 3d. a meal in respect of meals incurred while so absent from their home station.

(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.
- (iii) Officers using their own transport shall be reimbursed by an amount equal to the cost of the appropriate public transport. Time spent by such officers between the Lower Hutt or Porirua Ambulance Station and Headquarters, Wellington, outside the rostered hours of duty shall be allowed at half an hour each way, and between the Upper Hutt Ambulance Station and Headquarters, Wellington, at one hour each way. The time allowance in respect of any other out-station to be subject to negotiation between the union and the employer.

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

Uniforms and Clothing

8. (a) Following the period of probation, every officer shall be supplied with two uniforms and thereafter with a further tunic at the completion of each two years of actual service, and with a further pair of trousers at the completion of each 12 months of actual service.

Each officer shall be supplied with a spare set of buttons.

(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 and sock allowance of £5 9s. a year shall be paid to each officer.

(d) A cap of approved design shall be supplied by the employer and renewed at the completion of each 18 months of actual service.

(e) Following the period of probation, every officer shall be issued with two white shirts, and thereafter with a further two shirts on completion of each six months of actual service.

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

(g) 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.

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

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

(j) It shall be permissible during warm weather for an officer to discard his tunic and work in a white shirt with rolled-up sleeves, uniform trousers, and cap.

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

General Conditions

9. (a) 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.

(b) 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.

(c) A break of 10 minutes in both the morning and afternoon shall be allowed all officers but not in the case of an extreme emergency.

(d) When an officer is required to work overtime for more than two hours beyond his normal rostered finishing time and such overtime extends over a normal meal period, he shall be paid 5s. 3d. meal money.

Staff X-rays

10. The employer shall arrange to have all officers X-rayed bi-annually and blood grouped.

Term of Engagement

11. 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

12. 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

13. 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.

Unqualified Preference

14. (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 14 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.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Voluntary Workers

15. 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

16. 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 June 1963, 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 8th day of January 1965.

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 8th day of July 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 14 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.