

AUCKLAND 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 1954; 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 under-mentioned association (hereinafter called “the employers”):

Auckland St. John Ambulance Association (Auckland Centre) Trust Board.

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 30th day of March 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 15th day of October 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Application of Award

1. This award shall apply to station officers, drivers, and drivers' assistants employed by the St. John Ambulance Association (Auckland Centre) Trust Board Incorporated.

Hours of Work

2. (a) The ordinary weekly hours of work shall not exceed 40, 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 5 hereof.

(e) A morning tea break shall be allowed provided that such break does not unreasonably interfere with the drivers' duties.

Wages

3. (a) The minimum weekly wage for ambulance drivers shall be £15 per week.

(b) Senior station officers shall be paid £17 0s. 10d. per week.

(c) Junior station officers shall be paid £15 13s. 4d. per week.

(d) Drivers' assistants shall be paid £13 per week and 4s. extra per day shall be paid.

(e) 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 subclause shall not apply to employees on night shift or at substations.

(f) 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.

(g) Drivers' assistants may be employed between the hours of 8 a.m. and 5 p.m. on five days of the week, Monday to Friday (both days inclusive), such workers' duties to consist of rendering general assistance to the ambulance drivers in the carrying out of ambulance transport duties.

(h) The present system of utilising the services of honorary transport assistants as drivers' assistants outside the hours prescribed in subclause (g) of this clause shall continue.

(i) Wages, including overtime and all other payments, shall be paid weekly on a day not later than Thursday and in the employer's time.

Casual Drivers' Assistants

4. Drivers' assistants employed for a period of less than one week shall be deemed to be casual drivers' assistants and may be employed at the rate of 6s. 6d. plus 10 per cent per hour.

Overtime

5. 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

6. 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

7. (a) Excepting the case of drivers' assistants, 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 10 hours, but this shall not apply in the 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 shifts shall be paid 4s. per shift extra.

On Call Work

8. Any officer or driver (other than an officer or driver provided with free accommodation in accordance with clause 17) with not less than six months' continuous service with the association who is required to carry out "on call" duties on a roster basis shall be paid the sum of £1 2s. 9d. per week in respect of each week in which he is rostered for such duties, such payment to be additional to the rates prescribed in clause 3 of this award with the proviso that every complete period of "on call" duty shall be seven consecutive days, and that if the period of "on call" duty is less than seven consecutive days, then payment for such "on call" duty shall be made at the rate of 3s. 3d. for each 24-hour period or part thereof of "on call" duty, such amount of 3s. 3d. to be over and above the usual remuneration for the time worked in such 24-hour periods.

Definition

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

Days Off

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

Holidays

11. (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 recognised 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

12. (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 10 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 5 January 1948 shall be included.

Transport

13. 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

14. 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

15. (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. Sufficient dustcoats shall be available for general use about the station as required.

(b) After the probationary period of three months 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.

(c) Two black ties shall be supplied per annum.

(d) After each 12 months of service a shoe and sock allowance of £8 shall be paid to each worker.

Board Expenses

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

Accommodation

17. 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 5 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

18. Workers employed on fumigation work or Sunday wharf recalls 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

19. (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' noticeboard.

Term of Engagement

20. The employment shall be a weekly one and must be terminated by one week's notice in writing on either side.

Interview of Workers

21. 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

22. The essence of this award being that the work of the employers 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 and not specifically dealt with in this award, 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. If the committee is unable to decide the question, then the chairman shall give a decision or refer the matter to the Court. Either side shall have the right to appeal to the Court against a decision of any such committee or chairman 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

23. (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.)

Term of Award

24. 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 30th day of September 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 30th day of March 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 15th day of October 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 23 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
