

CHRISTCHURCH ST JOHN AMBULANCE DRIVING OFFICERS – INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 and its amendments this 29th day of August, 1973 between the St John Ambulance Association (Christchurch Sub-Centre) (hereinafter referred to as "the employer") of the one part and the Canterbury General Drivers and their Assistants Industrial Union of Workers, (hereinafter referred to as "the union") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the parties hereto and they shall be deemed to be and are hereby declared to form part of this agreement.

2. That the said parties hereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed and performed and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

APPLICATION OF AGREEMENT

1. This agreement shall apply to all driving officers employed by the St John Ambulance Association (Christchurch Sub-Centre).

HOURS OF WORK FOR DRIVING OFFICERS

2. (a) The ordinary hours of work for driving officers shall be an average of 40 per week and shall be worked in accordance with the roster which shall remain in force during the currency of this agreement unless amended or replaced by agreement between the parties thereto.

(b) Meal intervals shall be allowed in accordance with the requirements of the Transport Act.

(c) The daily hours of work shall be continuous except for meal intervals.

(d) A morning and afternoon tea break of 10 minutes shall be allowed provided that such break does not unreasonably interfere with the driving officer's duties.

SHIFT WORK

3. 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 driving officers. In the event of a driving officer being required to work more than eight hours on night shift a bed shall be supplied by the employer. Any driving officer having completed his shift shall not again be booked on for duty until the expiration of 10 hours, unless in cases of extreme emergency. Seven days notice shall be given of any change in the roster. Driving officers employed on shifts finishing after 9 p.m. shall be paid 80 cents per shift extra.

DAYS OFF

4. In so far as it is reasonably practicable driving officers' days off shall be consecutive in accordance with the roster.

WAGES

5. (a) The minimum weekly wage for driving officers covered by this agreement shall be \$59.30. Wages including overtime shall be paid regularly each week not later than Thursday and in the employer's time.

(b) Where Sunday, Christmas Day, Good Friday, or Anzac Day is one of the normal rostered working days of the week; drivers shall be paid double the ordinary rate of pay for the time worked on such days. This shall not apply when overtime is being worked.

(c) Where Saturday is one of the normal rostered working days of the week, driving officers shall be paid at the rate of half ordinary time additional for the time worked.

SERVICE ALLOWANCE

6. (a) Except as hereinafter provided, a service allowance on the following lines shall be paid:

- (i) For continuous service exceeding two years – \$1.10 per week;
- (ii) For continuous service exceeding three years – a further \$1.10 per week making \$2.20 per week in all;
- (iii) For continuous service exceeding five years – a further 95 cents per week making \$3.15 per week in all.

(b) Service accrued at the date of this agreement coming into force shall qualify for the allowance.

(c) The allowance shall not count in the calculation of overtime rates.

(d) The allowance shall be paid when the worker is on annual holiday, but shall be excluded from the computation of ordinary pay and average weekly taxable earnings for the purpose of clause 10 of this agreement.

(e) The employer shall be entitled to make a rateable deduction from the allowance for time lost by the worker through accident, or the worker's own default.

(f) Where a driving officer acts as station officer in the case of sickness, special or annual leave, he shall be paid at the rate of \$10 per week in addition to his normal weekly wage.

EXAMINATION ALLOWANCE

7. Driving officers having passed the Basic Grade Examination shall receive an extra payment of \$2.15 per week and after passing the Intermediate Grade Examination the extra payment shall be increased to \$3.22 per week.

OVERTIME

8. All time worked in excess of the rostered weekly or daily hours shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Time worked on a Sunday shall be paid for at double time rates. Driving officers called back on a day off shall be paid a minimum of three hours at the appropriate overtime rate. All overtime shall be calculated on a daily basis.

CALL BACK

9. Driving officers 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 the station with a minimum of three hours for each call-back. Where an officer uses his own transport he shall be reimbursed at the rate of 12 cents per mile for a car and 5 cents per mile for any other form of motorised transport. Where a worker is required to be absent from his home for more than one meal due to overtime, the employer shall allow meal money at the rate of 90 cents for an additional meal.

SICKNESS

10. (a) Where a driving officer 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 up to three months but not more often than once in 12 months.

(b) A driving officer 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 received on the production of a certificate from a doctor nominated by the association.

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

HOLIDAYS

11. (a) Except as otherwise provided, in lieu of statutory and annual holidays, every worker shall on the completion of each nine months of service with the same employer become entitled to a holiday of three weeks paid on the basis of the worker's average weekly taxable earnings: Provided that the holiday pay does not exceed the worker's ordinary pay plus 30 percent and provided, further, that in no case shall the holiday pay be less than at the rate of 46 ordinary pay hours per week.

(b) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(c) Subject to the provisions of the Annual Holidays Act 1944 a worker employed for less than nine months shall be allowed a proportionate holiday on the termination of his employment.

(d) Such holiday shall be allowed within three months of the due date and, where practicable, a worker shall not be required to take his holiday earlier than nine months after his previous holiday.

(e) Where practicable one month's but not less than 14 days' notice of the date on which the worker is to begin any annual holiday shall be given by the employer.

(f) Upon completion of three years' continuous service with the same employer, a worker shall be allowed in respect of the third and each subsequent year of continuous service with that employer an additional week's annual holiday; such holiday shall be taken at a time to be mutually agreed upon between the employer and the worker and shall be paid on the basis of the worker's average weekly taxable earnings: Provided that the holiday pay does not exceed the worker's ordinary pay plus 30 percent and provided, further that in no case shall the holiday pay be less than at the rate of 46 ordinary pay hours per week.

(g) A special holiday of one week shall be allowed after 10 years' continuous service with the employer; two weeks after 20 years' service; and three weeks after 30 years' service.

ROAD EXPENSES

12. Where a driving officer 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

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

(b) A cap to be provided every two years.

(c) A light raincoat be provided and replaced every six years unless through 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 dissention over replacements, the matter 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) Five working shirts with epaulettes of approved pattern to be provided by the employer each 12 months, these to be selected by the station officer and representatives of the driving officers. An allowance at the rate of \$25.00 per year shall be made for uniform maintenance.

- (f) Two black ties shall be provided each year.
- (g) Uniforms damaged in the course of attending patients to be repaired or replaced by the employer.
- (h) Summer uniform to be worn as instructed by the employer.

GENERAL CONDITIONS

14. A furnished common-room shall be provided by the venerable order with lock-up lockers and with facilities for making tea. Also a suitable shower.

TERM OF ENGAGEMENT

15. 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

16. It shall be competent for any official of the union to interview the driving officers in respect of this agreement on any other matter relating thereto.

DUTIES

17. (a) It shall be part of the ordinary duty of a driving officer to assist at any work which may be required of the officer other than driving or attending for the purpose of filling in time, provided such officer is paid at the rate of not less than the officer's appropriate rate of pay.

(b) Where a driving officer is required to wash and clean, or service his vehicle he shall be supplied with gum boots and overalls and suitable cleaning materials.

TRANSITIONAL PROVISIONS

18. (a) To enable this agreement to be brought into full effect with the minimum disruption of the service provided, the employer shall forthwith begin the introduction of revised rosters with a view to full compliance by all parties with the terms of the agreement within three months from the 1st day of August 1973, and during the introductory period it shall be sufficient compliance with the wages provisions of this agreement if driving officers are paid in accordance with the following provisions:

(i) The 52 hour per week roster will continue to operate for up to three months from the 1st day of August 1973, to allow time to engage additional driving officers to implement the 40 hour per week roster.

(ii) The hourly rate of pay shall be \$1.4825 and overtime shall not be payable until after 52 hours have been worked per week.

(b) If for any reason any question should arise as to the time at which these transitional provisions should cease, or as to the implementation and application of any provision of this agreement during the transitional period which the employer and the union are unable to agree upon the question shall be decided by a disputes committee.

(c) Any agreement between the employer and the union as to the manner of applying any particular provision during the transitional period shall have the like force and effect as a decision of a disputes committee upon that agreement being reduced to writing, signed by both parties and delivered to the Inspector of Awards in the area.

UNQUALIFIED PREFERENCE

19. (a) Any adult person engaged or employed in any position subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, 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 agreement so long as he continues in any position or employment subject to this agreement.

(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 the union, in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by an 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 and 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 agreement.

DISPUTES COMMITTEE

20. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute has arisen, it is provided that if any dispute or difference shall arise between the parties bound by the agreement 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 by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of such a 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

21. Subject to the provisions of clause 18 (Transitional Provisions) this agreement insofar as the wages prescribed in clause 5 are concerned, shall be deemed to have come into force on the first day of the pay week commencing on or after the 30th day of April, 1973 and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof, and the agreement shall continue in force until the 2nd day of May 1974.

Signed for and on behalf of: The St John Ambulance Association (Christchurch Sub-Centre):

R. C. Wasley.

Signed for and on behalf of: The Canterbury General Drivers and their Assistants Industrial Union of Workers:

P. R. Liggett, Secretary.

M. J. Michael, Conciliation Commissioner.