

(11235.) DUNEDIN (TWELVE-MILES RADIUS) TAXICAB DRIVERS.—
AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION
ACT, 1913.

THIS agreement, made this 15th day of October, 1936, under the Labour Disputes Investigation Act, 1913, between the Otago Drivers and Related Trades Industrial Union of Workers (hereinafter called "the Union"), of the one part, and the persons, firms, and companies whose signatures are appended hereto, witnesseth that it is mutually agreed by and between the parties as follows:—

That, as between the parties hereto the terms, conditions, and provisions set out in the schedule hereto annexed shall be binding upon the said parties, and the said terms, conditions, and provisions shall be deemed to form part of this agreement; and, further, the said parties shall respectively do, observe, and perform every matter and thing in this agreement, 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 agreement.

SCHEDULE.

Hours of Work.

1. It shall be competent for an employer to employ drivers under one or other of the following provisions (a) or (b), according to the exigencies of his particular business.

(a) Long and Short Weeks:—

(1) The following shall be the ordinary hours of work: Sixty hours shall constitute a short week's work, and seventy hours shall constitute a long week's work. A "long week" shall be inclusive of a Sunday on.

- (2) The daily working-hours shall not exceed ten, to be worked within a span of twelve consecutive hours.
- (3) Each driver shall be entitled to have two Sundays off in every four Sundays, but he may agree with his employer to work on his Sunday off at the rate of 2s. 3d. per hour. The payment shall be made in cash, and in no case shall the payment due in respect of work performed on the Sunday off be less than for two hours. No extra payment shall be due to a driver who by mutual agreement with another driver in the same employ works on his Sunday off as a substitute for such other driver.

(b) Uniform Working-weeks :—

- (1) The ordinary week's work shall be sixty-five hours.
- (2) The weekly hours shall be worked on six days of the week only, and the daily hours shall not exceed eleven, to be worked in a span of thirteen consecutive hours.
- (3) Any driver may agree to work on his day off at the rate of 2s. 3d. per hour. The payment shall be made in cash, and in no case shall the payment due in respect of work performed on the day off be less than for two hours. No extra payment shall be due to a driver who by mutual agreement with another driver in the same employ works on his day off as a substitute for such other driver.
- (4) One period of twenty-four consecutive hours off duty shall be allowed to each driver in one week, and the employer shall, in so far as is reasonably practicable and the exigencies of his business will reasonably permit, so arrange the periods off as to ensure that all drivers will receive approximately the same number of periods off on Sundays.

(c) Shift-work : It shall be competent for an employer to work shifts under either subclause (a) or (b) hereof, except that for the purpose of applying the reference to "daily hours" and "six days only" to shiftworkers "a day" shall be deemed to mean a period of twenty-four consecutive hours and not from midnight to midnight.

(d) Time worked : The hours of work provided for in subclauses (a) and (b) of this clause shall include all time worked by drivers in performing duties appertaining to their calling, but shall not include meal intervals of thirty minutes or more, or time during which a driver is booked off duty and no work is performed.

(e) Booking off : No driver shall be booked off duty for any lesser period than one hour, nor more than twice during one day : Provided that for the purpose of this clause meal intervals shall not be deemed to be periods booked off.

(f) Meal intervals : No driver shall be required to work more than six hours continuously without an interval for a meal.

(g) Time-book : The employer shall provide a time-book in which each worker shall enter daily the total hours for which he is entitled to be paid, stating the overtime (if any). The employer shall have the time verified and the book initialled within forty-eight hours.

(h) Notice of election : The employer shall forthwith give notice in writing to the local union as to whether he elects to work his drivers under subclause (a) or subclause (b) of this clause, and having once made an election no further election shall be made until after the expiry of six months from the date of his last election. In the case of any second or subsequent election immediate notice shall be given to the union of the same.

Wages.

2. Except as otherwise provided the minimum wage payable to drivers of taxicabs covered by this agreement shall be £4 12s. 6d. per week.

Learners.

3. A worker may be employed as a learner driver under this agreement for a period not exceeding eight weeks at a wage of not less than £3 7s. 6d. per week. The operation of this clause is restricted to workers who do not know the district.

Overtime.

4. (a) All time worked in excess of the weekly or daily hours prescribed shall be deemed to be overtime, and shall be paid for at the rate of 2s. 3d. per hour : Provided that the time paid for under the provisions of clause 1 (a) (3) or clause 1 (b) (3) of this agreement shall not be included for the purpose of payment under this clause.

(b) Drivers in charge of cars on tour extending beyond one day may make special arrangements with their employers as regards overtime.

Casual Drivers.

5. Drivers employed for a period of less than one week shall be deemed to be casual drivers, and may be employed at a wage of 2s. 6d. per hour ordinary time and 3s. 3d. per hour for any time worked in excess of ten hours on any one day. This clause shall not apply to regular employees whose substantial employment is not that of driving but may be employed occasionally or in emergency at driving.

Medical Examination of Drivers.

6. An employer may at any time require any driver to submit himself to medical examination by a medical officer nominated by the employer, provided that such examination shall be at the expense of the employer.

Duties of Drivers.

7. It shall be part of the ordinary duties of a driver to assist at any work which may be required of him, other than driving, for the purpose of filling in time.

Holidays.

8. Workers covered by this award, after twelve months' service thereunder with the same employer, shall be granted two weeks' annual leave on full pay. In the event of a worker leaving or being dismissed at any time before having completed a full year's service he shall be granted proportionate leave for the time he has served.

Payment of Wages.

9. (a) Wages shall be paid regularly weekly or fortnightly, on a day other than Saturday.

(b) An employer shall be entitled to make a rateable deduction from the wages of any worker for the time lost through sickness or default of the worker, or through accident not arising out of and in the course of the employment.

Terms of Employment.

10. Except in the case of casual workers, the employment shall be a weekly one, and may be determined by one week's notice on either side. This, however, shall not prevent the summary dismissal of a worker for misconduct or other good cause.

Preference.

11. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in the industry to which this agreement relates any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement:

Provided, however, that any non-unionist may be continued in employment of an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen 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 agreement for workers of the age of twenty-years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives the worker the right to join the union.)

Under-rate Workers.

12. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capabilities, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that, in the case of any person whose wage is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Uniforms.

13. If workers are required to wear special uniforms, they shall be provided by and shall remain the property of the employers.

Disputes Committee.

14. The essence of this agreement 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 shall provide 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 dealt with in this agreement, 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 fourteen days after such decision has been made known to the party desirous of appealing.

Terms of Agreement.

15. This agreement shall be deemed to have come into force on the 15th day of October, 1936, and shall continue in force until the 15th day of April, 1937.

In witness whereof the parties hereto have executed these presents the day and year first before written.

The seal of the Otago Drivers' and Related Trades Industrial Union of Workers was hereto affixed by order of the union in the presence of—

[L.S.]

W. HERBERT, Secretary.

Witness—C. E. Connolly.

Witness—R. Herbert.

Witness—R. Herbert.

Witness—W. Herbert.

Witness—W. Herbert.

Witness—R. Herbert.

Witness—R. Herbert.

Witness—R. Herbert.

Witness—R. Herbert.

Witness—R. Herbert.

Witness—R. Herbert.

Witness—R. Herbert.

Witness—W. Herbert.

Blue Star Taxi Coy.—

P. C. CARVALHO, Manager.

Forbury Taxi Coy.—

C. STUART, Manager.

Gold Band Taxi Co., Ltd.—

H. J. HASTIE, Manager.

Gold Star Taxi Coy.—

J. MOFFITT, Manager.

Kia-Ora Taxi Coy.—

J. M. PRENTICE, Manager.

Kiwi Taxi Coy.—

W. J. HODGE, Manager.

Octagon Taxi Coy.—

L. H. PERRY, Manager.

Roslyn Taxi Coy.—

A. E. GARDNER, Manager.

Silver Fern Taxi Coy.—

W. READ, Manager.

Silver Band Taxi Coy.—

J. S. PHILLIPS, Manager.

South End Taxi Coy.—

H. BERLAND, Manager.

White Star Taxi Coy.—

J. MOFFITT, Manager.

[NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Dunedin, pursuant to section 8 (1) of the said Act, on the 27th day of October, 1936.]