

NEW ZEALAND **TAXI-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, 1925; 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 undermentioned persons, firms, and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT

All Black Cabs, Rathbone Street, Whangarei.

Auckland Taxi Services, Incorporated, 22 Upper Queen Street, Auckland.

Gardner, H. B. (Gardner's Motors), 283 Gladstone Road, Gisborne.
 Johnston's Blue Motors, Ltd., 4 Princes Street, Auckland.
 Whakatane Taxi Cab Co., Ltd., Whakatane.

TARANAKI INDUSTRIAL DISTRICT

Blue Bird Taxis (Messrs. W. E. and P. Morris), Egmont Street,
 New Plymouth.
 Gold Band Taxis (V. A. Gunsen), McLean Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

A.A.P.W. Taxi Service, Dickens Street, Napier.
 Blue Band Taxis, Tennyson Street, Napier.
 Manawatu Taxi Association, P.O. Box 405, Palmerston North.
 Martin and Vernon, Taupo Quay, Wanganui.
 Morrison's Taxis, High Street, Lower Hutt.
 Wellington Co-operative Taxis, Ltd., 15 Courtenay Place, Wellington.

NELSON INDUSTRIAL DISTRICT

Nelson Taxis, Ltd. (P. Day), 4 Vanguard Street, Nelson.

MARLBOROUGH INDUSTRIAL DISTRICT

Blenheim Taxis, Ltd., Blenheim.

WESTLAND INDUSTRIAL DISTRICT

Campbell, A., Revell Street, Hokitika.
 Kennedy Bros., Ltd., Guinness Street, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Rink Taxis, Ltd. (C. Hayward), 104 Armagh Street, Christchurch.
 Timaru Taxis Proprietors' Association, 48 Bowker Street, Timaru.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Gold Band Service Co., Ltd., 36 Moray Place West, Dunedin.
 Invercargill Red Band Taxis, Ltd. (S. Todd), Invercargill.
 Silver Band Taxi Cab Co., Ltd., 473 Moray Place, Dunedin.
 Singer Taxis, Ltd. (G. E. Fisher), Esk Street, Invercargill.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 on the day of the date hereof, and shall continue in force until the 20th day of December, 1944, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 20th day of December, 1943.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award applies

1. This award shall apply to all drivers employed to drive taxi-cabs by the holders of taxi-cab-service licenses.

Interpretation

2. For the purpose of this award a "taxi-cab" and a "taxi-cab service" shall have the meanings assigned respectively to each in the Transport Law Amendment Act, 1939.

Hours of Work

3. (a) The ordinary hours of work shall not exceed fifty per week, but in addition employers may employ workers for ten hours extra per week at ordinary rates of pay assessed on an hourly basis. Every driver shall be paid a minimum of four hours in any day on which he is required to work beyond fifty hours in any week.

(b) The daily hours shall not exceed ten, to be worked within a span of thirteen consecutive hours.

(c) For the purposes of this award a day shall mean a period of twenty-four consecutive hours from the time of booking on.

(d) One period of twenty-four consecutive hours off duty shall be allowed each driver in each period of seven days. This time off shall be from midnight to midnight or as near thereto as is possible.

(e) No driver shall be required to work more than five and a half hours continuously without an interval of at least half an hour for a meal: Provided that this period may be extended where it is necessary to continue driving to complete a job commenced prior to the expiration of five and a half hours under circumstances which could not have been reasonably foreseen.

(f) The above-mentioned hours shall include all time worked by drivers in performing duties appertaining to their calling and shall include meal intervals not exceeding thirty minutes, but shall not include time during which a driver is booked off duty and no work is performed.

(g) No driver shall be booked off duty for any lesser period than one hour nor more than once during any day: Provided that for the purpose of this subclause meal intervals not exceeding one hour shall not be deemed to be periods booked off: Provided, also, that booking off for meals shall not occur at intervals of less than four hours.

(h) The employer shall provide a time-book in which each worker shall enter the total hours for which he is entitled to be paid, stating daily his starting and finishing time and the overtime, if any. Such time and wages book shall be available for inspection by a representative of the union by arrangement with the employer.

(i) Each driver shall be allowed up to ten minutes a day at ordinary rates of pay for the purposes of checking up cash received, running-sheets, and for filling in time-books, if these duties cannot be performed during ordinary hours.

Wages

4. Except as otherwise provided, the minimum wages shall be £5 per week.

Increase in Rates of Remuneration

5. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

Overtime

6. (a) Any time worked in excess of ten hours in any one day or in excess of sixty hours in any week shall be considered overtime and shall be paid for at the rate of 3s. per hour.

(b) Drivers in charge of cars on tour extending beyond one day may make special arrangements with their employers with regard to overtime. The union shall be notified of any such arrangement as soon as practicable.

Roster

7. (a) 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 there shall be a regular rotation of all shifts among the available staff, unless otherwise mutually agreed upon between the employer and the union or, in default of agreement, decided by a disputes committee.

(b) A driver having completed his shift shall not be booked on again until after the expiry of ten hours from the time of booking off duty. Where reasonably practicable, the employer shall make arrangements to relieve the driver of the responsibility for his cash on booking off duty.

Casual Drivers

8. 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. 3d. per hour ordinary time and 3s. 4½d. per hour for any time worked in excess of ten hours in any one day. This clause shall not apply to regular employees whose substantial employment is not that of driving but who may be employed occasionally or in emergency driving, provided that such an employee shall be paid not less than the rates prescribed by this award for the time so occupied, and provided also that his own award hours are not exceeded.

Casual drivers shall receive a minimum of four hours' pay for any one engagement.

Payment of Wages

9. (a) Wages, including overtime, shall be paid weekly not later than Thursday, in the employer's time.

(b) All wages, including overtime, shall be paid forthwith on dismissal or termination of employment.

(c) No deductions shall be made from the driver's wages for any cause save for time lost through the worker's own default or sickness.

Uniforms

10. Where special caps or uniforms are required to be worn, they shall be supplied, maintained, and laundered by the employer, and shall remain his property.

Holidays

11. An annual holiday of three weeks on full pay shall be allowed to each worker on completion of twelve months' continuous service: Provided that a worker leaving his employment or being dismissed after four months' service shall be allowed a holiday proportionate to the time he has served or payment shall be made in lieu thereof.

Road Expenses

12. (a) Where a driver is required to be absent from his home town by day or night on special or contract trips, all accommodation and meals shall be arranged with the driver and paid for by his employer. Where necessary, an advance in cash shall be made to the driver for this purpose.

(b) Where a driver is sent to drive a vehicle for an undertaker, other person, or firm, he shall be transferred both ways at the employer's expense.

(c) If a worker is transferred from one place to another he shall be paid his travelling-expenses, accommodation, and meals.

Learners

13. A worker may be employed as a learner-driver under this award for a period not exceeding four weeks at a wage of 10s. per week less than that provided herein for drivers. The operation of this clause is restricted to workers who do not know the district. The proportion of learners to fully-paid drivers shall be not more than one learner to every four or fraction of four fully-paid drivers in the employer's service: Provided that this proportion may be altered in any particular case by agreement of a disputes committee constituted under clause 18 hereof. When a learner is transferred to night work he shall be paid at driver's rates.

Terms of Employment

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

Interview with Workers

15. The secretary or other representative of the union shall be permitted to interview workers in working-hours, but so as not to interfere unreasonably with the operations of the employer's business.

Sanitary and other Conveniences

16. Where a depot is provided for the use of drivers, suitable sanitary and other accommodation shall be provided. A St. John Ambulance or similar first-aid compressed kit shall be provided in each depot in a convenient and accessible place, also facilities for a supply of hot water.

Copy of Award

17. Where a depot is provided for the use of drivers, a copy of this award shall be exhibited and maintained in a conspicuous place and in such a position as to be easily read by the employees.

Matters not provided for

18. 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, 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, 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.

Under-rate Workers

19. (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 capability, 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 so 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.

Workers to be Members of Union

20. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes 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 award for workers of the age of twenty-one 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 to workers the right to join the union.)

(c) On written request of the secretary of the union, an employer shall supply to him a list of the workers in his employ, but not oftener than once in three months.

Application of Award

21. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when the 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

22. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

23. This award shall come into force on the day of the date hereof, and shall continue in force until the 20th day of December, 1944.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 20th day of December, 1943.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

In this dispute a complete settlement was reached, and the Court is requested to incorporate the terms of the settlement in an award. The terms of settlement provide for a number of variations in the rates of remuneration and principal conditions of employment.

The dispute was filed on 21st June, 1943; consequently in making the award the Court is bound to comply with Regulation 38 of the Economic Stabilization Emergency Regulations 1942.

The ordinary hours of work have been reduced from a maximum of sixty per week to fifty per week, with a proviso that employers may employ workers for ten hours extra per week at ordinary rates of pay assessed on an hourly basis. There is no doubt that the provision for a sixty-hour week in this industry is a departure from the rule applying throughout New Zealand industry generally and may therefore be regarded as an anomaly. It is true it is an anomaly which

was intentionally created by the Court when the last award was made. The question now before the Court is whether the anomaly should be adjusted, having regard to the general purpose of the Stabilization Regulations.

For some considerable time the operations of taxi-cabs have been governed largely by the rationing of petrol and tires, and it appears likely that these conditions will continue during the currency of the new award. Except in certain special circumstances these factors, together with the present heavy demand for taxi services, have resulted in a reduction in the actual hours worked by many drivers, and also a substantial reduction in what might be termed "stand-by" time. The grounds upon which the Court fixed a sixty-hour week for the industry do not appear to exist to-day. The employers have agreed in conciliation to a reduction from sixty hours to fifty hours. This must be accepted as an indication that the employers agree that, under present conditions, it is practicable to carry on the industry efficiently on a fifty-hour week.

Before the Court may fix weekly hours of work in any award in excess of forty it must be satisfied that it would be impracticable to carry on efficiently the industry to which the award relates if the working-hours were limited to forty. The onus is upon the employers to satisfy the Court. We are satisfied that it would be impracticable to carry on the taxi-cab industry efficiently on a forty-hour week because of its special characteristics and because of the man-power problem and the present heavy demand for taxi-services; but in the face of the agreement of the employers to a fifty-hour week, we can no longer hold that a sixty-hour week is necessary. We consider, therefore, that the reduction from a sixty-hour week to a fifty-hour week is an adjustment of an anomaly that should be made in the new award.

Variations which are consequential upon the reduction in hours have been made to the hourly rates for overtime and for casual workers, and we consider them to be necessary adjustments.

Another important change included in the terms of settlement is a provision increasing the rates of remuneration in accordance with the Court's general order of 9th August, 1940. On 13th November, 1940, the Court made an order specifically excluding the workers covered by the New Zealand Taxi-drivers' award from the operation of the afore-mentioned general order (40 Book of Awards 1916). The grounds for the exemption were economic in nature and are discussed in a judgment recorded in 40 Book of Awards 2028. The economic position of the industry has changed since 1940, and

there no longer appears to be any sound reason why the increase of 5 per cent. provided for in the Court's first general order should not apply to this industry, as it does to practically every other industry covered by awards and industrial agreements. Having regard to the general purpose of the Stabilization Regulations, we are of the opinion that this is an adjustment which should be made.

Other variations provided for in the terms of settlement are of a secondary nature and do not call for any special comment.

The representatives of the parties have asked that it be recorded in this memorandum that the parties reached a settlement taking into account the existing conditions and the provisions of the Stabilization Regulations.

A. TYNDALL, Judge.
