

NEW ZEALAND TAXI-TELEPHONISTS—AWARD

[Filed in the Office of the Clerk of Awards, Dunedin]

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 1954; and in the matter of an industrial dispute between the New Zealand Federated Clerical and Office Staff Employees Industrial Association of Workers (hereinafter called “the union”) and the under mentioned union, persons, firms, and companies (hereinafter called “the employers”):

New Zealand Taxi Proprietors Industrial Union of Employers, 8-12 The Terrace, Wellington.

NORTHERN INDUSTRIAL DISTRICT

Alert Taxi Society Ltd., 110 Jervois Road, Auckland.
Auckland Taxi Services Inc., Newton Road, Auckland.
Gisborne Taxis Ltd., Bright Street, Gisborne.
Hamilton Taxi Society Ltd., Norton Road, Hamilton.
Kiwi Cabs (Whangarei) Society Ltd., Rathbone Street, Whangarei.
North Shore Co-op. Taxi Society, 1 Wynward Street, Devonport
Otorohanga Taxi Cab Organisation, Tuhoro Street, Otorohanga.
Rotorua Taxi Proprietors Federation (Inc.), Haupapa Street, Rotorua.
Te Kuiti Taxis, Rora Street, Te Kuiti.

TARANAKI INDUSTRIAL DISTRICT

Hawera Taxis, 56 Victoria Street, Hawera.
New Plymouth Taxis, 13 Brougham Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Blue Band Taxis Ltd., 137 Broadway, Palmerston North.
Blue Band Taxis, 117 Karamu Road North, Hastings.
Grey Cabs Ltd., Jervois Quay, Wellington.
Higgs, Billy, and Son Ltd., 171-173 Vivian Street, Wellington.
Morrison's Taxis Ltd., 1 Pretoria Street, Lower Hutt.
Upper Hutt Taxis Ltd., Main Road, Upper Hutt.
Wellington Co-op. Taxis Owner-Driver Society Ltd., 172-174 Vivian Street, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

New Blenheim Taxis Ltd., Market Place, Blenheim.

NELSON INDUSTRIAL DISTRICT

Black and White Taxis, Hardy Street, Nelson.
 City Taxis Ltd., Bridge Street, Nelson.
 Motueka Taxis, High Street, Motueka.
 Richmond Taxis Ltd., Queen Street, Richmond.
 Takaka Taxis Ltd., Commercial Street, Takaka.

WESTLAND INDUSTRIAL DISTRICT

Gold Band Taxis Hokitika, Revell Street, Hokitika.
 Greymouth Taxis, Regent Theatre Building, Mackay Street, Greymouth.
 Kawatiri Taxis, Brougham Street, Westport.
 Kennedy Bros. Ltd., Guinness Street, Greymouth.
 Westport Taxis Ltd., Palmerston Street, Westport.

CANTERBURY INDUSTRIAL DISTRICT

Blue Star Taxis, 287 Moorhouse Avenue, Christchurch.
 Gold Band Taxis, 179-183 St. Asaph Street, Christchurch.
 Kiwi Taxis Ltd., 145 Stafford Street, Timaru.
 Kiwi Taxis, Norwich Quay, Lyttelton.
 Mid-Canterbury Taxis, 80 Moore Street, Ashburton.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Blue Star Taxis, Esk Street, Invercargill.
 City Taxis, 17 Manse Street, Dunedin.
 Denton's Motors Ltd., Gore Street, Bluff.
 Dunedin Taxis Ltd., 32 Octagon, Dunedin.
 Gold Band Taxis, 44 Irk Street, Gore.
 Keach's Taxis Ltd., John Street, Balclutha.
 Red Band Taxis, 47 Ribble Street, Oamaru.
 Robertson and Gibbs, Beach Street, Port Chalmers.

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 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 4th day of March 1964 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 4th day of September 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Industry to Which Award Applies

1. (a) This award shall apply only to taxi-telephonists, including switchboard attendants and radio taxi-telephonists.

(b) All clerical workers other than those described in subclause (a) of this clause shall be subject to the New Zealand Clerical Workers' Award.

Definitions

2. (a) A taxi-telephonist is a worker substantially engaged in receiving by telephone orders for taxi-cabs and/or dispatching taxi-cabs by telephone, radio, or verbal direction.

(b) A senior is a worker entitled to receive, under subclauses (a) or (b) of clause 3, £12 4s. 9d. per week or more in the case of males and £8 15s. 10d. per week or more in the case of females.

(c) A junior is a worker in receipt of a wage less than those specified in subclause (b) of this clause.

Wages

3. The minimum rates of weekly wages shall be as follows:

(a) *Males*—

Age Commencing Employment	First Year	Second Year	Thereafter
	£ s. d.	£ s. d.	£ s. d.
Under 20	6 11 8	8 19 4	12 4 9
20 to 21	8 19 4	11 1 3	12 4 9
Thereafter	12 4 9	12 4 9	12 4 9

Provided that a worker of the age of 21 years or upwards shall be paid not less than the rate provided in the Minimum Wage Act.

(b) *Females*—

Age Commencing Employment	First Year		Second Year		Thereafter
	First Half	Second Half	First Half	Second Half	
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Under 20	5 13 4	6 13 2	7 7 5	7 18 8	8 15 10
20 to 21	£ s. d.		£ s. d.		8 15 10
Thereafter	6 13 2		7 18 8		
	8 15 10		8 15 10		8 15 10

Provided that a worker of the age of 21 years or upwards shall be paid not less than the rate provided in the Minimum Wage Act.

(c) Workers who for at least one-third of their ordinary hours of work are employed in dispatching taxi-cabs shall be paid additional rates to the above as follows:

	Per Week
	£. s. d.
Senior males and senior females	1 0 0
Junior males and junior females	10 0

(d) Where a staff of six or more telephonists are employed the worker in charge shall receive not less than £13 12s. per week, and at least two others shall be paid not less than the senior rate. Where 12 or more are employed, at least four others shall be paid not less than the senior rate.

Increase in Rates of Remuneration

4. On and after the 26th day of July 1962 the rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953 and dated the 4th day of July 1962.

(EXPLANATORY NOTE—The general order of 4 July 1962, which took effect on 26 July 1962, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 2½ per cent thereof, but excluded from the scope of the increase all allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

For the purposes of the general order the term “remuneration” in relation to rates determined by awards and industrial agreements is defined by the regulations as meaning salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Hours of Work

5. (a) The ordinary hours of work shall not exceed 40 hours in any week and shall be worked on any five of the seven days of the week. Where practicable each worker shall be allowed his two days off consecutively.

(b) The ordinary hours of work shall not exceed eight hours in any one day. The daily hours of work shall be continuous from the time of commencement and shall not be broken except for the regular meal interval which shall not exceed one hour in duration.

(c) *Shift Work*—Shifts may be worked under the following conditions:

- (i) The weekly hours of work may be made up of not more than five shifts each of which shall not exceed eight hours.
- (ii) Shifts may be broken only by one meal interval of not more than one hour, provided such interval occurs between the hours of 11 a.m. and 8 p.m.
- (iii) Two periods off duty, each of 24 consecutive hours, shall be allowed to each worker in each week.
- (iv) If required by the workers or by the employer shifts shall rotate not less frequently than fortnightly.
- (v) Shift workers employed on afternoon or night shifts shall be paid a shift allowance as follows:
 - Afternoon shift, any part of which falls between 6 p.m. and 11.30 p.m., 3s. 6d. per shift.
 - Night shift, any part of which falls between 11.30 p.m. and 6 a.m., 5s. per shift.

(d) No worker shall be required to work more than five hours without a meal interval: Provided that this shall not apply in the case of shift workers, if reasonable opportunity is afforded to the workers to partake of a meal during a shift in the employer's time.

(e) When a worker is required to work on Sunday or on Christmas Day, New Year's Day, Anzac Day, or Good Friday as part of his ordinary working hours, he shall be paid, in addition to his wages, an extra payment at his ordinary rate.

(f) A timetable setting forth the working hours, or a roster of shifts, as the case may be, of each employee shall be exhibited in a conspicuous place in each office.

(g) Female workers shall not be employed between the hours of 11 p.m. and 7 a.m.; and overtime rates shall be paid to female workers for time worked after 10 p.m.

Saturday Work

6. When a worker is required to work on Saturday as part of his ordinary working hours he shall be paid at one-half of his ordinary rate in addition to his ordinary wages.

Overtime

7. (a) All time worked in excess or outside of the hours prescribed in clause 5 hereof shall be deemed to be overtime and shall be paid for at time and a half rate for the first four hours and at double time rates thereafter in addition to the weekly wage; Provided that all overtime worked on Christmas Day, New Year's Day, Anzac Day, Good Friday, and Sundays shall be paid for at double time rates.

(b) For the purpose of this clause each week shall be deemed to commence at midnight on Sunday.

Holidays

8. Workers shall become entitled to an annual holiday of three weeks and one working day on full pay on completion of each year of employment with any employer: Provided that any worker not completing the year of employment shall be entitled to a proportionate holiday.

Casual Workers

9. A worker engaged for less than one week shall be termed a casual, and such worker shall be paid *pro rata* for time worked at a rate of 25 per cent more than the appropriate rate set out in clause 3. The *pro rata* rate payable shall be calculated on an hourly basis computed on the weekly wage divided by 40.

Record of Service

10. Each worker on leaving or being discharged from his employment shall, on request, be given within 24 hours thereafter a certificate in writing signed by the employer and stating the position held and length of service.

Terms of Employment

11. (a) Except in the case of casual workers, the employment shall be a weekly one and one week's notice of the termination of the employment shall be given by either party; but this shall not affect the right of an employer summarily to dismiss a worker for serious misconduct.

(b) Wages shall be paid in cash weekly, not later than Wednesday, and in the employer's time.

(c) An employer shall be entitled to make a rateable deduction from the wages of workers for time lost through sickness, accident, or default.

(d) Where a worker is booked to commence or to finish work before or after the ordinary passenger services operate, the employer shall either provide or pay for the means of conveyance to the place of employment or the worker's home, as the case may require. For the purposes of this subclause the expression "ordinary passenger services" means the tram, train, bus, or any other means of conveyance ordinarily used by such worker in travelling to and from his place of employment.

No Reduction in Wages

12. No worker coming within the scope of this award shall have his wages or salary reduced by reason of the operation of this award.

Disputes

13. 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. 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.

Conditions as to Offices

14. (a) Each employer shall permit his employees to have lunch during the lunch interval on the premises.

(b) *Dining Accommodation and Cloakrooms*—In offices in which three or more females are employed at the one time, dining accommodation shall be provided, also a cloakroom or enclosure in which privacy is secured for dressing. There shall also be provided a room with suitable couch accommodation for rest in cases of temporary indisposition; but where it is impracticable to set a room apart for that purpose it shall be sufficient if a couch or couches are provided in a portion of the cloakroom screened off from the place where clothing is hung.

(c) *Lighting, Heating, and Ventilation*—Adequate lighting, heating, ventilation, and ablution facilities shall be provided in all offices.

(d) *Smocks and Protective Clothing*—Where an employer requires workers to wear smocks or protective clothing, the cost of such, together with laundering and maintenance, shall be borne by the employer.

(e) A break shall be allowed for morning and afternoon tea, provided there is no complete cessation of work.

Unqualified Preference

15. (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 purpose 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.

Under-rate Workers

16. (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 14 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.

Effective Operation of Award

17. (a) The secretary or other authorised officer of the union shall, with the consent of the employer (such consent not to be unreasonably withheld), be entitled to enter the office or works at all reasonable times and there interview any workers, but not so as to impede the work of the office.

(b) In every establishment the occupier shall at all times keep a time and wages book showing in the case of each worker:

(i) The name of the worker, together with his age if under 21 years of age.

(ii) The kind of work on which he is usually employed.

(iii) The hours during which he has actually been employed on each day.

(iv) The wages paid on each pay day, and the date thereof.

(v) Such other particulars as are prescribed by regulations.

(c) Employers bound by this award shall, upon request by the union, supply a list of their workers.

Application of Award

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

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

Term of Award

20. 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 20th day of June 1962, and in so far as all other conditions of this award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 4th day of March 1964.

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 4th day of September 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The matters referred to and settled by the Court related to definitions (clause 2 (b)), wages (clauses 3 and 4), hours of work (clause 5 (c) (v), (e), and (f)), overtime (clause 7 (a)), claim for meal allowance, holidays (clause 8), and term of award including the operative date of provisions relating to wages.

The award includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the memorandum of partial settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that an unqualified preference provision has been agreed to by all the assessors, and clause 15 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

K. G. ARCHER, Judge.
