

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 1954; 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 under-mentioned union, persons, and firms (hereinafter called “the employers”):

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

NORTHERN INDUSTRIAL DISTRICT

Silver Fern Taxis Ltd., P.O. Box 902, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Morris, W. E., 122 Belt Road, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Smith, R. A., care of Grey Cabs Ltd., Jervois Quay, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Steinmetz, R., Taxi Proprietor, care of Blenheim Taxis Ltd., Blenheim.

NELSON INDUSTRIAL DISTRICT

Day, P. A., Days Taxis, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Kennedy Bros. Ltd., Taxi Proprietors, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Doody, J. M., 287 Moorhouse Avenue, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Blue Star Taxis (Dunedin) Ltd., 19 Frederick Street, Dunedin.

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 April 1966 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 31st day of May 1965.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to all drivers employed to drive taxicabs by the holders of taxicab service licences.

Interpretation

2. For the purposes of this award a "taxicab" and a "taxicab service" shall have the meanings assigned respectively to each in the Transport Act 1949.

Hours of Work

3. (a) The ordinary hours of work shall not exceed 40 in any week, and shall be worked on any five days of the week.

(b) The ordinary hours of work shall not exceed eight in any one day, to be worked in a span of 11 consecutive hours.

(c) For the purposes of this award a day shall mean a period of 24 consecutive hours from 1 a.m. to 1 a.m.

This definition shall apply to Sundays and holidays mentioned in subclause (b) of clause 11 of this award as well as to ordinary working days.

(d) Two periods off duty, each of 24 consecutive hours, shall be allowed to each driver in each period of seven consecutive days. Each period off duty shall be from 1 a.m. to 1 a.m. on the calendar day following.

(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 30 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 from the time of booking on.

(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 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 10 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. (a) Except as otherwise provided, the minimum weekly wages shall be £14 11s. 8d.

(b) Alternatively, by written agreement between the local union and the New Zealand Taxi Proprietors Industrial Union of Employers, wages of drivers in any specified locality may be assessed and paid on the basis of a percentage of the driver's takings, such percentage to be settled by such unions but with a minimum of 37½ per cent.

Clauses 3, 4 (a), 5, 6, 7, 8, 9, and 11 of this award shall not apply to drivers paid in accordance with this subclause, but the following special provisions shall apply:

(i) *Hours of Work*

(a) The driver shall work such hours and at such times as are prescribed by the employer but not so as to exceed the limits of driving hours set out in the Transport Licensing Regulations 1963.

(b) 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 mutually agreed upon between the employer and the union, or in default of agreement, decided by a disputes committee. Once a worker has been rostered for a day off such day shall not be changed without the consent of the worker. Except in the case of an emergency not less than seven days' notice shall be given to any driver of a change in the roster.

(c) The employer shall not permit or require more than two drivers to operate one vehicle in any 24-hourly period of the week.

(d) The driver while on duty shall work in accordance with the instructions of the employer or his agent, or any telephone company or organisation nominated by the employer.

(e) Each driver shall be allowed at least one Sunday in every four, free from all work.

(f) Each driver shall have one full day each week free from work.

(ii) *Remuneration*

(a) The driver shall be paid at the rate settled in accordance with the first paragraph of this subclause but not less than 37½ per cent of the gross takings of the taxi while it is being driven by him.

(b) For any week in which the driver works for 40 hours and five shifts or more, and in which his commission as prescribed in the preceding subparagraph (a) is less than £14 11s. 8d. he shall be paid £14 11s. 8d. for that week inclusive of the commission earned: Provided that where the car is immobilised and alternative work in the industry cannot be provided by the employer, the driver shall, for the purpose of filling in time, assist at other work, provided he is paid at the rate of £14 11s. 8d. per week.

(c) For the purpose of the preceding subparagraph (a) "gross takings" shall mean the amount of fares paid to the driver by the passengers or booked with the authority of the employer.

(d) On each pay day the driver shall be given with his wages a pay docket, in which or on which shall be typed or written in ink the following details:

- (i) Driver's name.
- (ii) Gross takings.
- (iii) Gross wage paid.
- (iv) Wage tax deductions.
- (v) Net wage paid.

(e) Drivers shall be paid their wages weekly, not later than Thursday, and such wages shall be calculated as herein provided.

(iii) *Annual Holidays*

The driver shall be allowed an annual holiday of three weeks on completion of 12 months' continuous service, and shall be paid therefor at the rate of £14 11s. 8d. per week. A worker employed for less than 12 months shall be allowed a proportionate holiday on the termination of employment.

(iv) *Casual Drivers*

(a) Persons who have no other form of occupation and who are employed as taxi drivers for a period of less than one week shall be deemed to be casuals. Persons who have any form of permanent occupation other than taxi driving and who are employed during the same week as taxi drivers shall also be deemed to be casuals.

(b) No casual driver shall be employed Monday to Friday inclusive, except in the case of late shopping night, sickness, emergency, driver's annual holiday, or statutory holidays mentioned in this award.

(c) No casual shall be employed for more than two 12-hour shifts on two of the three days, late shopping night and Saturday and Sunday. Such shifts shall not commence before 4 p.m. on the afternoon of the late shopping night, nor continue beyond 12 midnight on Sunday. Nothing shall be deemed to prevent a shift continuing past midnight on the late shopping night and on Saturday respectively, provided that the total of 12 hours for each shift is not exceeded.

(d) No casual shall be employed on any day (other than late shopping night or in the case of sickness or emergency) if such casual is on the same day engaged in any occupation other than taxi driving.

(NOTE—The provisions contained herein authorising the employment of casual workers are not intended to be used to displace full-time employees; they are included for the sole purpose of giving employers additional labour to tide them over extra busy periods.)

(v) *Notification*

Upon engagement of a driver (including a casual driver) under the terms of this subclause, the union shall be notified in writing by the employer of the name of the driver concerned, and in the case of casuals, the day or days of such engagement.

Overtime

5. (a) Except as otherwise provided, all time worked in excess of the weekly or daily hours or all time in excess of the daily span of hours prescribed in this award shall be paid at the rate of time and a half: Provided that in assessing the period of 40 hours, all work done up to eight hours performed on each of the days referred to in subclause (b) of clause 11 hereof shall be included, but no further payment shall be made in respect of any work performed on the days mentioned in subclause (b) of clause 11 beyond that provided for in subclauses (b) and (c) of clause 11.

(b) Drivers shall make themselves available for up to 10 hours' overtime in each week if and when required to do so by their employer.

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

Night Work Allowance

6. When in any day any portion of a driver's ordinary working hours falls between 1 a.m. and 5 a.m. he shall be paid 2s. 6d. extra in respect of each such day.

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. Once a worker has been rostered for a day off, such day shall not be changed without the consent of the worker. Except in the case of an emergency not less than seven days' notice shall be given to any driver of a change in the roster.

(b) A driver having completed his day's work shall not be booked on again until after the expiry of 10 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.

A second booking off period of up to two hours will be permitted only where the worker is already on a 50-hour week roster.

Casual Drivers

8. (a) Drivers employed for a period of less than one week shall be deemed to be casual drivers and they shall be paid at the rate of 7s. 3½d. per hour for the first eight hours of employment in each day, and 10s. 11d. per hour for all hours thereafter worked in excess of eight in any one day: Provided that all work

performed on the days mentioned in subclause (b) of clause 11 of this award shall be paid at the rate of 14s. 7d. per hour. This clause shall not apply to a regular employee whose substantial employment is not that of driving, but who may be employed occasionally or in emergency driving: Provided that such employee shall not be paid less than the rates prescribed by this award for the time so occupied, and provided, also, that his own award hours are not exceeded.

(b) No casual drivers shall be employed to perform any work if there are regular drivers ready and willing to perform the same.

Payment of Wages

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

Each worker shall receive with his wages an itemised account showing how the wages are assessed; except where the items are shown in the permanent office records to which the driver has access.

(b) All wages, including overtime and holiday pay, shall be paid forthwith on dismissal or termination of employment: Provided that "forthwith" shall mean during banking hours.

(c) No deductions shall be made from the driver's wages for any cause save for time lost through the worker's 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. (a) An annual holiday of three weeks on full pay shall be allowed to each worker on completion of 12 months' continuous service: Provided that a worker leaving his employment or being dismissed before completing 12 months' service shall be allowed a holiday proportionate to the time he has served or payment shall be made in lieu thereof.

(b) All work done on Christmas Day, New Year's Day, Anzac Day, Good Friday, and on Sundays shall be paid for at double the rate fixed for ordinary hours of work, and on all other days on which penal fares are charged, time and a half rates shall be paid.

(c) All workers called on to work on Christmas Day, New Year's Day, Anzac Day, Good Friday, and on Sundays shall receive a minimum of four hours' pay at the rate prescribed in subclause (b) of this clause.

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.

Travelling Time

13. Where a worker is booked on or off a shift that commences or terminates before or after ordinary passenger services operate, the employer shall provide or pay for the means of conveyance either to the booking-on place or the worker's home, whichever is necessary.

Terms of Employment

14. Except in the case of a casual worker, the employment shall be a weekly one, and shall be terminated by one week's notice on either side, or by payment or forfeiture as the case may be, of one week's pay in lieu of notice. The employer may, however, terminate the employment of a driver without notice or payment in lieu thereof for dishonesty, wilful misconduct, wilful disobedience, or culpable negligence. The period of such notice shall not include any part of the time during which a worker is taking his annual holidays.

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 there are five or more employees employed by one employer a suitable room shall be provided for the use of employees, with suitable locker accommodation for each employee. Dining facilities with all requisite utensils and provision to enable boiling water to be obtained shall be made available therein.

Proper sanitary provision with hand-basin and hot water shall be provided with separate entrance outside such room.

Driver's Duties

17. (a) Where a driver is required to wash, clean, service, or grease any vehicle he shall be supplied with overalls, gumboots, or clogs, and all other necessary cleaning material: Provided that the union may in writing agree with any particular employer or employers to a variation of this provision.

(b) No driver shall be required to do mechanical work on any vehicle, except running repairs. If any dispute shall arise as to work coming within the scope of the words "running repairs" the same shall be referred to a committee under clause 22 hereof.

Copy of Award

18. A copy of this award shall be exhibited and maintained in a conspicuous place and in such a position where it may be readily read. In all cases where the employer provides an employees' room the copy of the award shall be so placed in such room; but if there is no such room then in any garage which the employer may have relating to the industry, but otherwise in such other place as shall comply with the first sentence hereof.

Complaints by the Public

19. Should any complaint be made by any member of the public to an employer alleging discourtesy, improper conduct, or other dereliction of duty on the part of the employee, such employer shall, if he considers that there is merit in such complaint, give to the employee particulars in writing of such complaint within 24 hours of the same being made.

Unqualified Preference

20. (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 seven 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 but does not include a person who holds a current certificate of exemption from union membership issued under the Industrial Conciliation and Arbitration Act 1954.

(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.)

Notification

21. 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 more often than once in three months.

Matters Not Provided For

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, 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 14 days after such decision has been made known to the party desirous of appealing.

Application of Award

23. 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

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

Term of Award

25. 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 1st day of May 1965, 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 April 1966.

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 31st day of May 1965.

[L.S.]

A. P. BLAIR, 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 20 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.
