

(103)

**SERIAL B0235**

## TAXI INDUSTRY (CONTRACT DRIVERS) CONTRACT DETERMINATION, 1984

Schedule of Contract Determination Published 2.8.1991 and Subsequent Variations Incorporated

Clause	Award Variation Serial No.	Date of publication	Date of taking effect	Industrial Gazette	
				Vol	Page
Reprint	B0235	2.8.91	first pay period on or after 12.3.84	264	456
1; 3; 5; 10; 29; Table 1 of Part B.	B4755	13.12.96	First pay period on or after 24.4.96	295	1420
Arrangement; 30; Items 4,5&6 of Table 2	B5527	29.8.97	On and from 4.9.96	300	1016
30(30.4); Table 1 and Items 1,2&3 of Table 2 of Part B.	B5528	29.8.97	On and from 23.12.96	300	1018
Arrangement; 3; 10; 29A; Schedules i and ii	B7322	28.1.00	On and from 30.7.97	313	224
2(k); 30; Schedules 1 & 2; Part B	C0407	24.8.01	On and from 1.7.00	327	236
Part B	C1097	24.5.02	On and from 09.12.01	333	904
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Part B	C2410	19.03.04	On and from 07.11.03	343	836
Part B	C3441	4.3.2005	First shift worked on and from 6.12.2004	348	1027
Part B	C4027	27.1.2006	First pay period commencing 24.8.2005	356	981
Part B	C4955	29.12.2006	From 14.8.2006	361	1386
Part B	C5956	12.10.2007	From 28.8.2007	363	1503
Part B	C6619	29.8.2008	First shift after one minute past midnight on 5.7.2008	366	733
Part B	C7127	28.8.2009	First shift after one minute past midnight on 5.7.2009	368	1724
Part B	C7488	24.9.2010	From the first shift on Monday 12.7.2010	370	544
Part B	C7641	9.9.2011	From the first shift on Sunday 17.7.2011	371	861
Part B	C7987	31.8.2012	From the first shift on Sunday 22.7.2012	374	874



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## PART A

Basic Wage for Adults: \$121.40 per week

### Arrangement

Clause No.	Subject Matter
1.	Minimum Conditions to be Observed
2.	Definitions
3.	Method of Payment
4.	Meter, Log and Daily Workcard
5.	Payment for Fuel
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Schedule 11.	Driver's Log Book

## PART B

### MONETARY RATES

Table 1 - Wages
Table 2 - Other Rates and Allowances



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### **1. Minimum Conditions to be Observed**

The bailor shall bail and the bailee shall take on bailment such duly registered and licensed taxi cab and/or cabs as during the term of this determination the bailor may make available from time to time to the bailee, together with the equipment belonging thereto, on the terms and conditions hereinafter appearing.

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## 2. Definitions

- (a) **Casual Bailee** - A casual Bailee means a bailee who is not a permanent bailee.  
Notation: A casual bailee is not entitled to any sick, annual or other leave.
- (b) **Permanent Bailee** - A permanent bailee is a bailee who regularly takes a taxi cab on bailment, from the one bailor, for five shifts per week, or a bailee who regularly takes a taxi cab on bailment, from the orle bailor, for night shifts at a rate of night shifts per week which would achieve 220 night shifts per year. For the purposes of this definition absences occasioned by illness, annual leave, public holidays or other authorised leave shall be counted as shifts in determining whether a bailee is permanent.
- (c) **First Year Permanent Bailee** - A first year permanent bailee is a permanent bailee who is not a second year permanent bailee.
- (d) **Second Year Permanent Bailee** - A second year permanent bailee is a permanent bailee who has completed 12 months in the industry as a permanent bailee from one or more bailors.
- (e) **Chargeable Fares** - Chargeable fares means all revenue earned by reason of the bailee's use of a cab in a shih including (without limiting the generality thereof) fares for multiple hirings, non-passenger hirings, radio hirings and contract hirings and baggage fees but excluding any gratuities.
- (f) **Shift** - Shift means the usage of a taxi cab by a bailee for a period as agreed between the bailor and the bailee of at least 9 hours.
- (g) **Day Shift** - Day Shift means a shift of at least 9 hours but not exceeding 12 hours at least 75 per cent of which hours are between 3 a.m. and 3 p.m.
- (h) **Night Shift** - Night shift means a shift of at least 9 hours but not exceeding 12 hours at least 75 per cent of which hours are between 3 p.m. and 3 a.m.
- (i) **Bailee's Percentage** - The bailee's percentage in the case of a first year permanent bailee shall be 45 per cent. The bailee's percentage in the case of a casual bailee and in the case of a second year permanent bailee shall be 50 per cent. Notation: The casual bailee's percentage includes compensation to him for not having sick, annual or other leave.
- (j) **Excess Fee** - Excess Fee means the amount calculated by multiplying the amount set out in Item 1, Table 2 of Part B of this determination (or such other amount as may be applicable from time to time) in accordance with the escalation provision in the schedule to subclause (b) of clause 3, Method of Payment, any excess of the number of kilometres travelled by the cab in the shift over the number of kilometres specified for the subject shift in the Schedule to the said subclause (b). Notation: No averaging of kilometres will be permitted.
- (k) **GST legislation** — refers to *A New Tax System (Goods & Services Tax) Act 1999* (Cth.) and associated legislation.

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### 3. Method of Payment

- (i) Driver to Choose Method of Payment -
- (a) A bailee shall choose whether to operate under method I as set out in subclause (ii) of this clause or method II as set out in subclause (iii) of this clause.
  - (b) A bailee commencing a new contract of bailment may exercise this right of choice as to the method of payment after engagement by the bailor, but before commencing the first shift; and again within 90 days from the date of the first bailment with the operator.
  - (c) A bailee currently in a contract of bailment may also exercise the right of choice once only prior to Thursday, 31 October 1997.
  - (d) A bailor shall give to any bailee who has a right of choice as specified in paragraphs (b) or (c) of this subclause, an election form as set out in Schedule I, Election Form - Method of Payment for Taxi Drivers, of Part A of this determination. The bailee shall complete and sign the election form and return it to the bailor, and the bailor shall give the bailee a receipted copy.
- (ii) Method I - Commission -
- (a) A bailee who operates on method I shall be entitled to receive and retain from the chargeable fares, the amount of the bailee's percentage.
  - (b) Where a driver's log book is supplied by the bailor, the bailee shall record all on that log the following information:  
  
Meter readings, trips and units, as prescribed in the driver's log book.
- (iii) Method II - Set Pay-in -
- (a) A bailee shall be entitled to receive and retain from the chargeable fares, the balance left after deducting the amounts set out in Table 1 - Wages, of Part B, Monetary Rates, of this determination.
  - (b) A bailor and bailee may agree on lesser amounts than those specified in Table 1 - Wages, of Part B, Monetary Rates, of this determination, provided that such an agreement shall not operate to relieve the bailor of the obligation to comply with any requirement of this determination.
- (iv) Pay-in to Bailor - The bailee shall forthwith at the conclusion of each shift pay to the operator that part of the chargeable fares which the bailee is not entitled to receive and retain. The bailor shall give to the bailee a dated and signed receipt for each such payment not later than the first occasion the bailee again attends for work in normal business hours after the payment has been made.
- (v) Bailee Not to be Victimised -
- (a) A bailor shall allow a bailee the right to exercise the right of choice as to method of payment available under subclause (i) of this clause, freely and voluntarily without pressure of any kind.
  - (b) It shall be a breach of this determination for a bailee to be victimised or terminated because of the choice of method of payment that the bailee has made.
  - (c) A bailor may however terminate a bailee on method I where after reasonable counselling the bailee has continuously made pay-ins which are significantly below what is reasonable in all the circumstances. Where any dispute arises about this, the disputes procedure shall be followed.

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#### 4. Meter, Log and Daily Workcard

- (a) The bailee shall not carry any person or any goods in the cab without setting and maintaining the meter in motion and the bailee shall not interfere with the operation of the meter in any way.
- (b) A bailee who elects to operate under method I specified in clause 3, Method of Payment, of this determination shall at all times if required by the bailor so to do, keep and maintain accurately, in duplicate, a log recording sequentially the pick-up and drop points and chargeable fares for each trip made in the taxi cab during the shift and shall give the original of the log to the bailor forthwith at the conclusion of each shift. The information so recorded shall be in addition to that in the daily workcard to be completed by the bailee for the purpose of the Transport (Public Vehicles) Regulations, 1930.
- (c) If, forthwith, after the conclusion of the shift the bailee requests the bailor and supplies the bailor or his authorised agent with a duplicate of the Daily Workcard completed in respect of the shift by the bailee for the purposes of the Transport (Public Vehicles) Regulations, 1939, the bailor or his authorised agent shall as soon as practicable sign the duplicate and return it to the bailee.

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### **5. Payment for Fuel**

The bailor shall pay for all oil, maintenance, registration and licence fees in respect of the operation of the taxi cab. The bailor shall pay for the fuel in respect of any bailee operating under method 1 as set out in paragraph (i) of subclause (b) of clause 3, Method of Payment. In this respect the bailor reserves the right to nominate the points for the purchase of fuel, oil and other such commodities. The bailee under the said method 1 shall hand to the bailor forthwith, at the conclusion of each shift, receipts for the purchase of such items and shall thereby vouch for their validity.

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## 6. Second Year Bailees

If a driver seeking to enter into a contract of bailment with a bailor (hereinafter called the new bailor) claims to have had experience driving taxi cabs taken by him on bailment, as a permanent bailee, from another bailor or other bailors, the driver shall, if requested by the new bailor, authorise the other bailor or bailors to disclose full information concerning him to the new bailor; and if such information fails to establish to the reasonable satisfaction of the new bailor that it is appropriate to recognise the driver as a second year bailee, the new bailor shall not be obliged to recognise the driver as a second year bailee in the event that the new bailor, at his discretion chooses to enter into a contract of bailment with such driver.



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### **7. Inspection of Taxi Cab and Log**

The bailee shall permit the bailor, by the bailor's officers, employees or agents at all times during the continuance of the bailment contract to inspect the log, and to inspect and to have access to the taxi cab, and inspect and/or test the condition thereof, and the bailor shall at all times have the right to require the bailee, personally, to return the taxi cab to his garage or depot for inspection or testing as aforesaid, or for the repair or maintenance thereof, or for any other reason whatsoever that the bailor may deem fit.

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### **8. Written Permission to Drive**

The bailee shall not permit or suffer any other person to drive the said cab under any circumstances without the written permission of the bailor or his agent first had and obtained.

### **9. Transportation of Passengers and Luggage**

Subject always to the provisions of this agreement, the bailee must use taxi cab for the transportation of fare-paying passengers and luggage only, in accordance with any acts, regulations or by-laws relating to taxi cabs.

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### 10. Right to Terminate Bailment

- (i) Permanent Bailees -
  - (a) A bailor shall not terminate the engagement of a permanent bailee without giving one week's notice or paying:
    - (A) In the case of a driver operating under Method I - Commission, an amount equal to one week's average of chargeable fares retained by the driver based upon the total chargeable fares retained by the driver during the 12 month period immediately prior to his or her termination or such lesser period if the bailment has not been in existence for 12 months; or
    - (B) In the case of a driver operating under Method II - Set Pay-in, at the rate prescribed in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of this determination;  
  
in lieu of notice, except in the case of a substantial breach by the driver of this determination or serious or wilful misconduct.
  - (b) For the purposes of paragraph (a) of this subclause, serious and wilful conduct shall include where a bailee operating under Method I - Commission, dishonestly receives and retains significantly more than the bailee's percentage of chargeable fares.
- (ii) Casual Bailees - A bailor can terminate the engagement of a casual bailee at any time without notice.

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**11. Observance of Acts, etc.**

The bailee shall at all times during the bailment -

- (a) Comply with all Acts, regulations, by-laws, ordinances and all legislative provisions for the time being in force in regard to motor vehicles, motor traffic and taxi cabs;
- (b) Exercise proper care for and control of the taxi cab; and
- (c) Comply with all rules and by-laws of any co-operative in association with which the taxi cab is operated or any company or other group associated with the co-operative;
- (d) At the conclusion of each shift or the earlier termination of the bailment, the bailee shall return the taxi cab to the garage or depot then being used by the bailor.

## **12. Prohibition of Alcohol and Drugs**

The bailee shall not partake of any intoxicating liquors or drugs or be under the influence of he same whilst in charge of the taxi cab.

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### 13. Notification of Accidents

The bailee shall forthwith notify the bailor of any accident or happening of any loss or damage of or relating to the taxi cab and its equipment, and shall without delay give full information to the bailor as may be then, or thereafter, available as to the circumstances of such accident, loss or damage, and of all claims which may be made and/or threatened and where possible, the names and addresses of witnesses. The bailee shall not, except a his own risk and expense, negotiate, pay, settle, admit or repudiate any claim made by any person arising out such accident, loss or damage and the bailee shall do all things reasonably necessary to assist the bailor in the prosecution, by the bailor, of any proceedings to enforce the bailor's rights to recover compensation for such accident, loss or damage. Any reasonable cost to the bailee involved in such actions shall be paid by the bailor.

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#### **14. Operation Outside Licensed Area**

The bailee may not take any taxi cab outside the area for which it is licensed to operate unless permission is obtained from the bailor, his agent (or the Radio Room supervisor) and if he does, the bailor may, without restricting the generality of clause 10, Right to Terminate Bailment, of this Determination cancel the contract of bailment forthwith and the bailee shall be deemed to have used the vehicle illegally.





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### **15. Department of Motor Transport Inspection**

Where, by agreement with the bailor, the bailee undertakes to clean, prepare or drive and present the taxi cab to the Department of Motor Transport for quarterly or other inspections required by that Department, the bailor shall forthwith pay to the driver, as recompense for all times so spent by the bailee, in accordance with clause 23, Payment for Down Time, of this determination.

### **16. Failure to Report for Duty**

If a bailee fails to attend to take a taxi cab on bailment at a time and place previously rostered or agreed to, and fails to report to the bailor at least 2 hours prior to such time his inability to attend, the bailor shall not, after the expiration of 30 minutes from the agreed commencement time of the rostered shift, be under any obligation to keep a taxi cab available for the bailee for that rostered shift. If the bailee fails, within a further 24 hours, to notify the bailor of satisfactory reasons for his failure to attend at the rostered time, the bailor may terminate the bailment contract forthwith and without notice, but without in any way restricting the generality of clause 10, Right to Terminate Bailment, of this determination.

### **17. Safety Regulations**

The bailor shall comply with all government regulations in relation to safety measures. No bailee shall be obliged to accept a taxi cab which does not comply with all relevant government regulations in relation to safety measures.

### **18. Provisions of Uniforms**

Where the bailor requires the bailee to wear a distinctive dress or uniform, it shall be provided and laundered free of cost to the bailee. At all times the bailee shall present him/herself for work in dress to comply with Department of Motor Transport regulations.

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## 19. Annual Leave

(a) Method I -

- (i) A permanent bailee who has taken taxi cabs on bailment as a permanent bailee from the one bailor for a period of 12 months under method I during which time he has completed a minimum of 230 shifts or 220 night shifts shall be entitled to 5 weeks' annual leave, exclusive of any public holidays occurring during that period. Payment in total for such annual leave shall be equal to  $\frac{5}{47}$  of the bailee's total entitlement from the chargeable fares during those twelve months.
- (ii) A permanent bailee who has taken the cabs on bailment, as a permanent bailee, from the one bailor, for a period of at least 3 months but less than 12 months, under methods I, shall, on the termination of his contract of bailment with that bailor, be entitled to be paid an amount for holiday pay equal to  $\frac{4}{48}$  of the bailee's total entitlement from the chargeable fares retained by him during the period for which leave is taken.

(b) Method II -

- (i) A permanent bailee who has taken taxi cabs on bailment, as a permanent bailee, from the one bailor for a period of 12 months under method II, during which time he has driven a minimum of 230 shifts or 220 night shifts, shall be entitled to 5 weeks' annual leave, exclusive of any public holidays occurring during that period, at the rate set out in Item 2 of Table 2.
- (ii) A permanent bailee who has taken taxi cabs on bailment, as a permanent bailee, from the one bailor for a period of at least 3 months but less than 12 months, under method II, shall, on the termination of his contract of bailment with the bailor, be entitled to be paid an amount for holiday pay at the rate set out in Item 3 of Table 2.

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## 20. Sick Leave

Permanent bailees shall be entitled to five days' sick leave during the first year of bailment, subject to credits of such leave not being available until the completion of 55 shifts in a three months period, and that subsequent credits be made available on a pro rata basis. During the second and subsequent years, a permanent bailee shall be entitled to eight days' sick leave. The rights and entitlements to sick leave under this clause shall accumulate.

All payments for sick leave shall be paid at a daily rate based on the average earnings per shift if the bailee operates under method I and at the rate set out in Item 4 of Table 2 if the bailee operates under method II. Average earnings per shift shall be calculated over the preceding three months period. Provided that a permanent bailee shall not be entitled in any 12 months period as a permanent bailee in the industry, with one or more bailors, to total sick leave in excess of that stipulated above.

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## 21. Deductions and Bonds

A bailor shall be entitled to deduct from any moneys payable by the bailor to the bailee under this determination, any moneys payable by the bailee to the bailor under clause 3, Method of Payment, of this determination. A bailee may, at the bailor's discretion, be required to deposit a bond as set out in Item 5 of Table 2 prior to the commencement of any bailment.

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## 22. Long Service Leave

Permanent bailees, who have served continuously with one bailor for a period of not less than five years, commencing on or after 1 February 1972, shall be entitled to long service leave.

The conditions of eligibility for leave, and the quantification thereof, and all other conditions pertaining thereto, shall be by reference to the Long Service Leave Act 1955, as it would have applied, if the bailee was an employee of the bailor, during the period of service.

Service, for the purpose of this clause, shall mean a continuous period, during which the permanent bailee has taken a taxi cab on bailment, as a permanent bailee, from the one bailor. For the purposes of this clause the calculation of the rate per week of such leave shall be equivalent to the rate per week provided in clause 19, Annual Leave, of this determination.



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### 23. Payment for Down Time

- (a) In the event of a permanent bailee being rostered for duty, and because of reasons beyond the control of the bailor, and alternate vehicle cannot be acquired for him, resulting in his being unable to complete his shift, the bailee shall be entitled to the following arrangements:
- (i) Where no vehicle is available to commence shift, and where at least two hours' notice is not able to be given prior to normal commencement time, an appropriate payment will be made.
  - (ii) Where part of a shift is completed, the bailee shall be required to pay in for that portion of the shift, but shall be entitled to reimbursement as set out in Item 6 of Table 2, for the incompleting portion of his shift, subject to his complying with any reasonable requirement by the bailor up to the completion of his normal shift.
- (b) Whilst the conditions outlined above guarantee remuneration for the bailee in relation to the non-availability of a vehicle, it is further expressed that where a permanent bailee does not give the owner notification of his inability to attend on time for a rostered shift earlier than two hours prior to the commencement of the shift the conditions provided for in this clause shall not apply.

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#### **24. Preference of Employment**

- (i) Subject to section 129B of the Industrial Arbitration Act 190, absolute preference of employment shall be given to members of the Transport Workers' Union of Australia, New South Wales Branch.
- (ii) Such preference shall be limited to the point where a member of such union(s) and a person who is not such a member are offering for service or employment at the same time and, in the case of retrenchment, to the point where either such a member or such a person is to be dismissed from service or employment.
- (iii) The employment to which this subclause applies is employment in an industry or calling in respect of which the said union(s) is/are entitled to enrol members pursuant to its/their rules.
- (iv) The provisions for preference made by this clause shall not apply to or in respect of the employment in any industry or calling of a person who has been issued by the Industrial Registrar with a certificate of exemption pursuant to section 129B of the Industrial Arbitration Act 1940, provided that the certificate remains current.
- (v) Subject to section 129B a like absolute preference of employment shall be given to persons who are competent for the work required and who have been members of the Forces during the war.

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### 25. Drivers' Delegate

- (a) A bailee appointed in accordance with the rules of the Transport Workers' Union of Australia, New South Wales Branch, from time to time as drivers' delegate shall be recognised as the accredited representative of the Transport Workers' Union of Australia, New South Wales Branch, Association of Contract Drivers.
- (b) Any matter arising affecting matters of the association may be investigated by the delegate and discussed with the bailor or his representative. The delegate shall, at his request, be allowed a reasonable opportunity to carry out such duties at a time reasonable convenient to himself and the bailor.
- (c) If a matter in dispute is not settled, the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity of notifying the association.

## **26. Notice Board**

A bailor who regularly bails taxi cabs to more than 10 bailees at the one time shall supply a notice board, of reasonable dimensions, to be erected or placed in a prominent position in his yard, upon which accredited representatives of the association shall be permitted to post formal association notices signed by the representative or representatives.

## **27. Right of Entry**

See section 129A of the Industrial Arbitration Act 1940.

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## 28. General

It is noted that it is expressly agreed between the Transport Workers' Union of Australia, New South Wales Branch, and the New South Wales Taxi Industry Association that nothing herein contained shall create or be deemed to create, a partnership or the relationship of employer and employee between the bailor and bailee; and that the intention of the parties hereto is that the bailee shall merely take the taxi cab on bailment from the bailor and shall not have or acquire any proprietary interests herein.

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### **29. Leave Reserved**

Leave is reserved in respect of the Newcastle and Wollongong Transport Districts.

Leave is reserved for the parties to apply as they may be advised in respect of Matter No. IRC 2383 of 1995.

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### **29A. Disputes Procedure**

Any question, dispute or difficulty which relates to the operation of this determination or which arises out of a contract of bailment shall be dealt with according to the following procedure:

- (i) The matter shall be discussed between the bailee and the bailor.
- (ii) If agreement is not reached, either party may seek the involvement in further discussions of the Transport Workers' Union of Australia, New South Wales Branch ("the Union") and/or the New South Wales Taxi Industry Association ("the Association").
- (iii) If agreement is not reached, the matter shall be referred to the Industrial Relations Commission of New South Wales by the Union and/or the Association.





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### 30. Invoice and Record Keeping Procedures

- (i) The bailor shall provide, or must have previously provided, the bailee with the name of the legal entity and the ABN of the bailor by not later than the commencement of each shift.
- (ii) The bailor shall provide the bailee with a tax invoice which complies with the GST legislation by no later than 14 days after the completion of each shift. Tax invoices may include more than one shift. The tax invoice shall contain the following information:
  - (a) The name of the legal entity of the bailor;
  - (b) The Australian Business Number (ABN) of the bailor;
  - (c) The name of the bailee; and
  - (d) for each shift, the date of the shift and the following amounts shall be specified —
    - the pay-in; and
    - the total paid to the bailor by the bailee (including GST).
- (iii) The bailor shall give to the bailee a dated and signed receipt for each payment made by the bailee to the bailor no later than the 14 days after the completion of a shift. Receipts may include more than one shift.
- (iv) For bailees operating under method I, a completed log book may constitute a tax invoice when signed by the bailor.
- (v) The bailor shall generate and maintain copies of the following records for a period of six (6) years:
  - (a) The invoices referred to in subclause 30(ii);
  - (b) records relating to the calculation and payment of annual leave, sick leave, long service leave and payment for down time entitlements of bailees;
  - (c) Records relating to any monies deducted by the bailor or bonds deposited with the bailor by the bailee;
  - (d) All Schedule I elections forms;
  - (e) All Schedule II Driver Log Books forms (as completed by the bailee); and
  - (f) Receipts provided pursuant to subclause 30(iii).

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### **31. Area, Incidence and Duration**

This determination shall apply to a Contract of Bailment of a taxi cab (within the meaning of the Industrial Arbitration Act 1940) in the Metropolitan Transport District (within the meaning of the Transport Act 1930) made after or existing at 12 March 1984.

FOR EFFECTIVE DATE PLEASE REFER TO SCHEDULE OF AWARD AND VARIATIONS TABLE.

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## Schedule I

### Election Form - Method of Payment for Taxi Drivers

As a taxi driver, you have the legal right to choose the method of payment to apply to you. You cannot be victimised or terminated merely because of the choice you make.

You have 2 methods of payment to choose from:

#### Method I — Commission

If you are a first year driver in the industry, you keep 45% of all fares taken, including GST but not including tips. If you are past your first year in the industry, you keep 50% of all fares taken, including GST but not including tips. You pay the rest to the operator of the taxi. The operator pays for all fuel and car wash. You will need to keep a log of all fares you take in addition to filling out your normal worksheet. Your pay-in is inclusive of GST.

#### Method II — Set Pay-in

You pay the operator of the taxi the fixed amounts set out below, or a lesser amount, if the operator and you agree. You must in addition, pay for fuel and car wash (GST paid on these expenses can be claimed as input tax credits). You keep the rest. You do not need to keep a log of all fares you take, but you must fill out your normal worksheet.



Shift	Maximum pay-in, excluding	
	GST. NOTE: GST is to be	Maximum pay-in including
	added to this amount	GST
	\$	\$

Day shifts — all days	102.90	113.20
Night shifts — Monday	111.70	122.90
Night shifts — Tuesday	113.60	125.00
Night shifts — Wednesday	122.50	134.80
Night shift — Thursday	138.20	152.00
Night shift — Friday	156.80	172.50
Night Shift — Saturday	156.80	172.50
Night shift — Sunday	121.50	133.70

Please note:

- On either method, you have entitlements to annual leave, sick leave and long service leave if you are a permanent driver.

Now make your choice. Tick the box for the method you prefer:

METHOD I — COMMISSION

METHOD II — SET PAY-IN

.....  
Print your name

.....  
Signed Dated

Acknowledgement of receipt: .....  
Operator's signature Dated



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**Schedule II**

**BAILEE DRIVER'S LOG BOOK**

BAILOR'S NAME: \_\_\_\_\_ (Name of the Legal Entity of the bailor)

BAILOR'S ABN: \_\_\_\_\_

DRIVER'S NAME \_\_\_\_\_

AUTHORITY No. \_\_\_\_\_

TAXI NUMBER: \_\_\_\_\_

Date: \_\_\_\_\_

Time Started: \_\_\_\_\_

Time Finished: \_\_\_\_\_



Flag Fall	Start Time	Finish Time	Pick Up Location	Drop Off Location	Chargeable Fare	Radio Job	Parcel or Passenger	Multiple Hire	Contract Hire
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1									
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TOTAL FARES COLLECTED	\$
BAILOR'S TAKE (50% of total fares. NOTE: Expenses are deducted from the bailor's take)	\$
AMOUNT RETAINED BY BAILEE AT THE END OF THE SHIFT	\$
GST TO BE REMITTED TO THE AUSTRALIAN TAX DEPARTMENT BY BAILEE (NOTE: Bailees are required to remit 1/11 <sup>th</sup> of the total fares collected to the Tax Department, less any input credits they are eligible to claim)	\$
THE GST COMPONENT OF THE BAILOR'S TAKE (10% of Bailor's take. NOTE: this can be claimed as an input credit by the bailee)	\$

I CERTIFY THAT THE PARTICULARS ABOVE ARE TRUE AND CORRECT AND AN ACCURATE RECORD OF ALL FARES TAKEN.

Driver's Signature	Bailor's Signature (TO BE SIGNED IF THIS FORM IS USED AS A TAX INVOICE BY THE BAILOR)
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**PART B**
**MONETARY RATES**
**Table 1 - Wages**
**Rates Summary**

Shift	Maximum Pay-in Including GST \$	Km	Excess per Km
Day Shifts - all days	175.01	260	0.72 cents
Night shifts - Monday	189.89	300	0.72 cents
Night shifts - Tuesday	193.18	320	0.72 cents
Night shifts - Wednesday	208.30	320	0.72 cents
Night shifts - Thursday	235.03	350	0.72 cents
Night shifts - Friday	266.55	400	0.72 cents
Night shifts - Saturday	266.55	400	0.72 cents
Night shifts - Sunday	206.63	320	0.72 cents

**Table 2 - Other Rates & Allowances (exclusive of GST)**

Clause No.	Brief Description	Amount \$
2(j)	Excess fee amount	0.72 cents
19(b)(i)	Annual leave pay (bailee - 12 months) - per week	833.28
19(b)(ii)	Annual leave pay - (bailee- 3 to 12 months)	833.28 x 4/48 x no. of weeks
20	Sick Leave	167.22
21	Bond	139.79
23(ii)	Incomplete shift - per hour	20.91