

**NEW ZEALAND AERIAL TOP DRESSING AND ASSOCIATED SERVICES LOADER-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 firms and companies (hereinafter called “the employers”):

**NORTHERN INDUSTRIAL DISTRICT**

Adastra Ltd., Te Maunga, R.D. Mount Maunganui.  
Advance Aviation Ltd., P.O. Box 118, Kaitaia.  
Aircraft Service (N.Z.) Ltd., P.O. Box 7, Onehunga, Auckland.  
Aviation Enterprise Ltd., P.O. Box 122, Taumarunui.  
Barr Bros. Ltd., P.O. Box 2367, Auckland.  
Fieldair Ltd., P.O. Box 369, Gisborne.  
James Aviation Services Ltd., P.O. Box 662, Hamilton.  
Northern Air Services Ltd., P.O. Box 265, Te Kuiti.  
Northern Aviation Ltd., P.O. Box 133, Dargaville.  
Robertson Air Services Ltd., 170 Cambridge Road, Hamilton.  
Thames Aerial Top Dressing Co. Ltd., P.O. Box 36, Thames.

## TARANAKI INDUSTRIAL DISTRICT

Farmers Aviation Ltd., P.O. Box 24, Hawera.  
 McCready Aviation Ltd., P.O. Box 69, New Plymouth.  
 Rural Aviation Ltd., P.O. Box 369, New Plymouth.

## WELLINGTON INDUSTRIAL DISTRICT

Aerial Agriculture Ltd., P.O. Box 250, Hastings.  
 Aerial Farming of New Zealand Ltd., P.O. Box 663, Palmerston North.  
 Aerial Projects Ltd., P.O. Box 135, Hastings.  
 Aerodress Ltd., 228 High Street, Dannevirke.  
 Air Contracts Ltd., P.O. Box 209, Masterton.  
 Aircraft Fertilisers (H.B.) Ltd., P.O. Box 595, Hastings.  
 Airlift (N.Z.) Ltd., P.O. Box 7518, Kilbirnie, Wellington.  
 Air Services (Wairarapa) Ltd., P.O. Box 38, Masterton.  
 Air Super Ltd., P.O. Box 60, Wairoa.  
 Barr Bros. (H.B.) Ltd., P.O. Box 378, Napier.  
 Bower and Co. Ltd., Milson Aerodrome, Palmerston North.  
 Cooksons Aviation Contracts Ltd., Locke Street, Wairoa.  
 Hawke's Bay Aerial Top Dressing Co. Ltd., P.O. Box 287, Hastings.  
 Manawatu Aerial Top Dressing Co. Ltd., P.O. Box 80, Palmerston North.  
 Rangitikei Air Services Ltd., P.O. Box 46, Taihape.  
 Reeves Transport (Air Service Ltd.), P.O. Box 587, Hastings.  
 Wanganui Aero Work Ltd., P.O. Box 428, Wanganui.  
 Wings Fertiliser R.D.I. Napier.

## MARLBOROUGH INDUSTRIAL DISTRICT

Aerial Work (Marlborough) Ltd., P.O. Box 240, Blenheim.

## NELSON INDUSTRIAL DISTRICT

Aerial Work (Marlborough) Ltd., P.O. Box 240, Blenheim.

## WESTLAND INDUSTRIAL DISTRICT

Aerial Sowing (Canterbury) Ltd., P.O. Box 1406, Christchurch.

## CANTERBURY INDUSTRIAL DISTRICT

Aerial Sowing (Canterbury) Ltd., P.O. Box 1406, Christchurch.  
 Airwork (N.Z.) Ltd., Harewood, Christchurch.  
 Auster Air Services Ltd., P.O. Box 299, Timaru.  
 Mount Cook and Southern Lakes Tourist Co. Ltd., P.O. Box 226, Timaru.

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Central Aviation Ltd., P.O. Box 3, Roxburgh.  
 Checketts Aerial Top Dressing Co. Ltd., P.O. Box 867, Dunedin.  
 Farmers Aerial Top Dressing Co. Ltd., P.O. Box 18, Invercargill.  
 Hewett Aviation Ltd., P.O. Box 169, Invercargill.  
 Southern Scenic Air Services Ltd., Private Bag, Queenstown.

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 6th day of May 1958 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 6th day of May 1957.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

1. This award shall apply to workers employed to operate self-propelled vehicles and other equipment used in or in connection with the loading of aircraft engaged in farm work and upon work incidental thereto.

##### *Hours of Work*

2. (a) The ordinary hours of work on maintenance shall not exceed eight per day to be worked between the hours of 8 a.m. and 5 p.m. on five days of the week, Monday to Friday.

(b) Half ordinary rate extra shall be paid:

(i) For time worked on maintenance work on any day outside of or in excess of the hours mentioned in subclause (a), or

(ii) In excess of twelve hours per day on other than maintenance work.

(c) For the purpose of computing the hours of work, starting time shall be deemed to be the time a worker reports daily for work, in accordance with instructions.

(d) Where a worker is required to report for work at a distance of more than two miles from his regular starting place, time occupied by the worker in travelling in excess of two miles, shall be deemed to be part of the day's work and shall count as time worked.

(e) Where a worker drives the employer's vehicle from the worker's permanent place of residence, time occupied in travelling to report shall count as time worked: Provided that fifteen minutes of travelling time each way shall not count as time worked.

##### *Allowances and Extra Payments*

3. (a) For time worked in excess of two hours during hours of darkness, an allowance at the rate of 3s. per hour shall be paid.

(b) A loading allowance at the rate of 6s. per hour shall be paid in respect of productive flying time to each worker engaged in loading aircraft.

(c) An allowance at the rate of 5s. per hour shall be paid for time worked on any of the following days: Sunday, Christmas Day, Boxing Day, New Year's Day, Good Friday, and Anzac Day.

(d) The worker employed to drive the transporter operated by Rural Aviation Ltd., New Plymouth, shall be paid an allowance of £75 per annum in addition to the salary prescribed in clause 4 (a): Provided that when any other worker is required to operate the transporter to shift equipment other than that in use by the unit to which he is attached, he shall be paid an allowance at the rate of £75 per annum.

(e) Except as specifically provided, two allowances or extra payments shall not be made in respect of the same hour; but when two such allowances or extra payments are provided for, the higher shall be paid.

The following payments may be cumulative:

- 2 (b) (i) and 3 (c), or days off.
- 2 (b) (ii), 3 (b) and 3 (c), or days off.
- 3 (d), 2 (b) (ii), 3 (a) and 3 (c), or days off.
- 3 (b) and 3 (c), or days off.

#### *Salary*

4. The minimum salary shall be at the rate of £676 per annum. For the purpose of computing broken time and special rates, the annual salary rate shall be divided by two thousand.

Salary shall be paid at the rate of £28 3s. 4d. twice in each month.

The allowances and extra payments shall be paid not later than the twentieth of each month following and a statement itemising these payments shall be included.

This award shall not operate to reduce the rate of salary of any worker while he remains in his present position of employment.

#### *Annual Holidays and Days Off*

5. Annual holidays shall be allowed as provided for in the Annual Holidays Act 1944.

In addition, each worker shall be allowed four days off in each calendar month, to be arranged to suit the exigencies of the business.

Days off will be arranged by the employer notifying the worker not later than the day before.

A worker recalled to work on any day which had been arranged as a "day off" shall be paid an allowance at the rate of 3s. per hour.

#### *General Conditions*

6. (a) Where an employer regularly puts through telephone calls direct to the residence of the driver, the employer shall pay half the rental costs per annum.

(b) Not more than five and one-half hours shall be worked continuously without a break for a meal.

(c) No person under the age of eighteen years shall be employed to operate self-propelled agricultural aircraft loading vehicles.

#### *Time-book*

7. The employer shall provide a time-book in which each employee shall enter daily starting and finishing times, production hours, extra payments, and overtime if any. The employer shall have the time and other particulars verified and the book initialled weekly.

#### *Interview With Workers*

8. With the consent of the employer or his agent, which consent shall not be unreasonably withheld, the secretary or other authorised representative of the local union may interview any worker subject to this award within working hours, provided that he does not interfere unreasonably with the work being performed.

### *Travelling Allowance*

9. Where a worker, at the request of his employer uses his own motor cycle or motor vehicle in the course of his employment he shall be reimbursed with an allowance as provided under the Fees and Travelling Allowances Act 1951.

### *Disputes Clause*

10. 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, if required by either party, to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. If the Committee fails to reach a decision the chairman shall either decide the question or refer the matter to the Court within one month from date of hearing by the committee. Either side shall have the right to appeal to the Court against a decision of any such committee or chairman 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.

### *Workers to be Members of Union*

11. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this award to employ or 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 purpose of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union, commits a breach of this award, and shall be liable accordingly.

(d) On the written request of the secretary of the union, an employer shall supply to him a list of the workers subject to this award in his employment, but not more than once in three months.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

### *Termination of Employment*

12. Services shall be terminable by one month's notice in writing, except that during the first two months of engagement services may be terminated by one week's notice. This however, shall not prevent the summary dismissal of a worker for wilful misconduct.

### *Application of Award*

13. 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*

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

*Term of Award*

15. 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 18th day of March 1957, 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 6th day of May 1958.

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 6th day of May 1957.

[L.S.]

A. TYNDALL, Judge.

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 MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

The assessors request that the following be recorded:

“This is a new industry subject to change as it becomes more firmly established. The pay and conditions of this award were agreed upon in consideration of the special factors applicable to the agricultural aviation industry in that aircraft may operate only in suitable wind conditions, fertiliser may be sown from the air only in fine weather, and agricultural fertilisers are applied seasonally.”

A. TYNDALL, Judge.

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