

# 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 639, Gisborne.  
James Aviation Services Ltd., P.O. Box 622, 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.  
McReady 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 N.Z. 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.  
Cooksons Aviation Contracts Ltd., Locke Street, Wairoa.  
Hawkes 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.  
Air Work (N.Z.) Ltd., Harewood, Christchurch.  
Auster Services Ltd., P.O. Box 299, Timaru.  
Mt. 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.  
 Hewitt Aviation Ltd., P.O. Box 169, Invercargill.  
 Southern Scenic 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 31st day of December 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 13th day of May 1964.

[L.S.]

A. TYNDALL, Judge.

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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 12 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 2 miles from his regular starting place, time occupied by the worker in travelling in excess of 2 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 15 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 £78 16s. 3d. per annum in addition to the salary prescribed in clause 4: 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 £78 16s. 3d. 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 £762 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 £31 15s. 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 18 years shall be employed to operate self-propelled agricultural aircraft loading vehicles.

(d) Overalls shall be provided and worn by workers loading aircraft. Not more than two pairs shall be issued to any worker in any one year.

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

### *Unqualified Preference*

11. (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 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.

(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*

12. On the 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.

#### *Termination of Employment*

13. Services shall be terminable by two weeks' 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*

14. 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*

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

#### *Term of Award*

16. 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 1963, 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 31st day of December 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 13th day of May 1963.

[L.S.]

A. TYNDALL, 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 11 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.

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