

HAWKE'S BAY **AERIAL TOPDRESSING FIELD ASSISTANTS**—AGREEMENT UNDER  
LABOUR DISPUTES INVESTIGATION ACT 1913

MEMORANDUM of agreement made this 22nd day of December 1954, between the Hawke's Bay Aerial Work Field Assistant's Society (hereinafter called "the society") of the one part a duly incorporated company having its registered office in the town of Hastings and Aerial Agriculture Limited a duly incorporated Company having its registered office in the town of Hastings Aerial Projects Limited a duly incorporated company having its registered office in the town of Hastings Hawke's Bay Aerial Topdressing Limited a duly incorporated company having its registered office in the Town of Hastings Noel Alexander Pirie of Hastings, Aerial Work Operator, and Barr Brothers (H.B.) Limited a duly incorporated company and having its registered office in the Town of Waipukurau (hereinafter called "the companies") of the other part. Whereas all the employees of the Companies engaged as Field Assistants are members of the society and whereas the society and the companies have agreed upon the terms and conditions of the employment of the members of the said society with the companies and whereas it is deemed desirable to incorporate such terms so agreed in an instrument in writing. Now therefore it is hereby agreed and declared by and between the society and the members thereof and the companies that the terms and conditions and provisions hereinafter set forth shall be binding upon the society and upon every member thereof and that the said terms conditions and provisions are deemed to be incorporated in this agreement, and that the society and every member thereof and the companies shall respectively do, observe and perform every matter and thing by this agreement and the said terms conditions and provisions provided respectively required to be done observed and performed and shall not act in contravention thereof but shall in all respects abide by and perform the same and it is hereby further agreed and declared as follows that the said terms conditions and provisions are as follows:—

1. The term "worker" where hereinafter used shall apply to every employee of the companies who is employed for any of the purposes set forth in the next proceeding paragraph hereof:

2. All work in connection with the loading of bulk or bagged fertilizer or the loading of seeds, sprays and the like into aircraft for aerial distribution, or in operating machinery or vehicles for such purposes including the operating of loaders, loading machines, trucks, tractors and the like in connection with such loading, including the care and maintenance in the field of machinery used for such purposes and including the cleaning of aircraft hangers and including the shifting of loaders, loading machines, trucks tractors and the like from airstrip to airstrip, but not including major mechanical work on such machines.

3. This agreement shall operate and be in force as from the first day of January, 1955, and shall remain in force until the thirtieth day of June, 1956.

4. Employment may be continuous as required by the companies, provided every worker shall be entitled to not less than fifty-two days in each year on which he shall not be required to work, and of which he will be notified the previous day and of these fifty-two days, not less than twenty-six days shall be periods of not less than two consecutive days. For the purposes of this clause the years shall be from the first day of January until the thirty-first day of December provided that if any worker is not employed in any such for more than three months he shall not be entitled to more days on which he is not required to work than he may already have had and provided further

that any worker who is employed for more than three months but not for the whole yearly period shall be entitled to a number of days on which he is not required to work proportionate to the period of his employment.

5. The rates of pay shall be five hundred and seventy-two pounds (£572) per annum payable monthly and shall be payable whether or not the worker is actually working or not as required by the companies. Any worker who by agreement with the companies performs work on any of the fifty-two days in each year referred to in clause 4 above shall be paid in addition to his regular monthly salary at the rate of five shillings (5s.) per hour for each hour or part thereof in respect of which he performs work on any of such fifty-two days.

6. Each worker shall be entitled to an incentive payment (in addition to the rates of pay referred to in clause 5 above) on the following basis:—

(a) Every worker who is actively employed at the place of operations which involve the loading of aircraft shall be paid an incentive payment at the rate specified in the next succeeding paragraph hereof in respect of every hour flown from the airstrip or airfield from which such operations are taking place and irrespective of the number of aircraft engaged in such operations.

(b) The rates of such incentive payments shall be:—

The sum of five shillings (5s.) per flying hour in respect of each aircraft so engaged on such operations.

(c) The companies shall keep or cause to be kept full records of hours flown by aircraft under its control and shall make such records available for the inspection or representatives of the society at all reasonable times.

(d) Nothing in this paragraph shall apply to the workers employed for the first time by the companies for the first two weeks of such employment.

7. (a) Daily hours shall be continuous except for meal intervals.

(b) The daily span of hours shall not exceed twelve hours except by arrangements with the worker concerned or where a longer span is necessary because of the circumstances of the work.

(c) No worker shall work more than five hours continuously without an interval of at least half an hour for a meal.

(d) Employment of any worker may be terminated on either side by fourteen days' notice of dismissal or resignation. This, however, shall not prevent the summary dismissal of a worker for wilful misconduct.

8. The Annual Holidays Act shall apply in all cases. In addition each worker shall be entitled to the following holidays:—

New Year's day, Good Friday and Easter Sunday, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.

9. The essence of this agreement being that the work of the companies shall not on any account whatsoever be impeded, but shall always proceed as if no dispute has arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement 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 independent representatives of each side together with an independent chairman to be mutually agreed upon, or in default of agreement to be appointed by the president for the time being of the Hawke's Bay Branch of the New Zealand Law Society and the decision of such Committee shall be binding and shall be accepted without question by all parties hereto.