

RURAL AVIATION LIMITED **FIELD ASSISTANTS**—AGREEMENT UNDER LABOUR DISPUTES
INVESTIGATION ACT 1913

MEMORANDUM of agreement made this 18th day of June 1954 between The Aerial Fertiliser Field Assistants Society (hereinafter called "the society") of the one part and Rural Aviation Limited a company duly incorporated and having its registered office in New Plymouth (hereinafter called "the employer") of the other part

Whereas all the employees of the employer engaged as field assistants are members of the society

And whereas the society acting on behalf of its members who are employees of the employer has agreed with the employer on the conditions of employment of such employees on the terms hereinafter set forth

And whereas such conditions have in fact been agreed to by all of the members of the society who are employees of the employer and have been approved by a general meeting of the society

Now therefore it is hereby agreed and declared by and between the society and the members thereof and the employer 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 employer 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 employer 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 and aircraft hangars 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 for a period of one year from the 30th day of June 1954.

4. Employment may be continuous as required by the employer, provided every worker shall be entitled to not less than twenty-four days in each quarter on which he shall not be required to work, and of which he shall be notified the previous day and of these twenty-four days, not less than twelve days shall be in periods of not less than two consecutive days.

5. The rates of pay shall be £629 5s. per annum payable half-monthly and shall be payable whether or not the worker is actually working or not as required by the employer. Any worker who by agreement with his employer performs work on any of the twenty-four days in each month referred to in clause 4 above shall be paid in addition to his regular half-monthly salary at the rate of 5s. per hour for each hour or part thereof in respect of which he performs work on any of such twenty-four days.

6. Each worker shall be entitled to an incentive payment in addition to the rates of pay referred to in clause 5 above. This incentive payment shall be paid at the rate of 4s. per hour flown by the aircraft in respect of which each worker is engaged in loading and this incentive payment shall be paid to the worker monthly.

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

(b) The daily span of hours shall not exceed twelve hours except by arrangement 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 employer 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 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 Mayor of New Plymouth, and the decision of such committee shall be binding.

In witness whereof this memorandum of agreement hath been executed the day and year first above written.

For and on behalf of The Aerial Fertilizer Field Assistants Society—

DALLAS FALWASSER, President.
F. P. FAHY, Secretary.

Executed by and on behalf of The Aerial Fertilizer Field Assistants Society acting on behalf of its members who are employees of Rural Aviation Limited by the President and Secretary of the Society pursuant to a resolution of the society passed at a general meeting of the society on the 17th day of June 1954 in the presence of—J. R. P. Horn, Solicitor, New Plymouth.

The common seal of Rural Aviation Limited was hereunto affixed in the presence of—

[L.S.]

MILES N. KING.
R. C. M. SUNLEY.

[NOTE.—This agreement made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards, New Plymouth pursuant to section 8 (1) of the said Act on 21st day of June 1954.