

PAN AMERICAN AIRWAYS INC. **MECHANICS**—INDUSTRIAL  
AGREEMENT

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 16th day of September, 1949, between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers and Pan American Airways, Inc.

WHEREAS by the Economic Stabilization Emergency Regulations 1942, it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 16th day of September, 1949, between the New Zealand Engineering, Coachbuilding, Aircraft, and Related Trades' Industrial Union of Workers, of the one part, and Pan American Airways, Inc., of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 15th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

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PAN AMERICAN AIRWAYS INC., MECHANICS—INDUSTRIAL  
AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925 and its amendments this 16th day of September 1949 between the N.Z. Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, (hereinafter referred to as "the union"), of the one part and Pan American Airways Inc., P.O. Box 889, Auckland (hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows that is to say:—

1. That the terms, conditions, stipulations, and provision contained and set out in the schedule hereto shall be binding upon the said parties and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, and stipulations and provision respectively required to be done, observed, and

performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

## SCHEDULE

### *Scope of Agreement*

*Clause 1.*—The employees covered by this agreement are all mechanics of Pan American Airways, Inc., who are working for the company in New Zealand and whose base is in New Zealand.

### *Hours of Work*

*Clause 2.*—Not more than 40 hours shall constitute an ordinary week's work, which shall be worked as shall be necessitated by aircraft schedules, but not to the extent of more than 8 hours in any one day, or on more than 5 days per week. (For the purpose of this clause "day" means "midnight to midnight").

### *Overtime*

*Clause 3.*—(a) All time worked in excess or outside of that specified in clause 2, shall be counted as overtime and shall be paid for at the rate of time and a half of the first three hours and double time thereafter. For the purpose of computing overtime the weekly rate shall be divided by forty to determine the hourly rate.

(b) All work done between the hours of midnight Friday and midnight Saturday shall be paid for at overtime rates as prescribed in previous subclause 3 (a).

(c) For all work done on Sundays, or on the recognized holidays listed in clause 4, double time shall be paid.

*Clause 4.*—(a) The following holidays shall be allowed and paid for: New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, Anniversary Day.

(b) Vacation at the rate of two weeks per annum will be given in accordance with the provisions of the Annual Holidays Act, 1944. Employees may not accept extra compensation in lieu of vacation time, but in the event of termination of employment the employee shall be paid, subject to the provisions of the Annual Holidays Act, for vacation earned but not taken.

### *Wages*

*Clause 5.*—The commencing wages for mechanics whose duties include the mechanical maintenance or repair of aircraft shall be £9 13s. 4d. per week, which wage shall apply for the first twelve months of service. If the employee's service is deemed satisfactory by the employer's Department Head, this wage shall be increased as follows:—

	Per Week.		
	£	s.	d.
After 12 months from date of employment	10	6	8
After 24 months from date of employment	11	0	0

### *Payment of Wages*

*Clause 6.*—Wages shall be paid fortnightly.

The company shall be entitled to make a rateable deduction from the wages provided for herein for time lost through the worker's own default or through sickness or accident not arising from employment.

### *Termination of Employment*

*Clause 7.*—The company will advise the employee a minimum of two weeks in advance of termination of employment when such action is through no fault or deficiency of the employee.

Any employee who intends to leave the company's employ shall give the company a minimum of two weeks' notice in advance of such action. The company may at the discretion of the Station Operations Manager waive this requirement of two weeks' notice by the employee. If an employee terminates his employment without giving two weeks' notice and the company does not waive this requirement, the employee shall forfeit one week's wages.

When an employee is dismissed for cause, one week's notice of termination will be given or wages in lieu of notice.

### *Disputes*

*Clause 8.*—In the event of any dispute arising out of any matter whatsoever work shall proceed normally, and, in the event of a dispute arising out of any matter within the scope of this agreement, the dispute shall be referred to the Chief Mechanic and the Station Operations Manager for the company and a representative of the union for settlement.

Failing settlement by this means either party may appeal to the Conciliation Commissioner for the district for judgment of the case. Either party who may feel aggrieved at the decision of the Commissioner may refer the matter to the N.Z. Court of Arbitration whose decision shall be final.

#### *Membership of Union*

*Clause 9.*—All workers covered by this agreement shall within fourteen days of commencement of employment become members of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, and shall, so long as they remain in the company's employ continue to be financial members of this union. Present employees of the company shall become members within fourteen days after the effective date of this agreement.

#### *Duration of Agreement*

*Clause 10.*—This agreement shall take effect on the 16th day of September 1949 and shall continue in force until the 16th day of September 1952 and thereafter as provided by subsection 1 (d) of section 89 of the Industrial Conciliation and Arbitration Act of 1925.

#### *Conditions of Employment*

*Clause 11.*—Conditions of employment with the company will include an understanding that the employee will accept an overseas assignment at an island station when called upon subject only to the special arrangement that in respect of any sickness or accident which may occur to any employee covered by this agreement in the course of or arising from his employment while so assigned (and which if such sickness or accident had arisen out of employment in New Zealand would have entitled the employee to compensation under the Workers Compensation Act) then the employee shall be entitled to receive compensation in respect of such sickness or accident at the same rate and subject to the same conditions as would be applicable if such accident had happened to such employee in New Zealand.

Signed on behalf of Pan American Airways, Inc.—

R. S. CLARK,

Station Operations Manager, Auckland C. 1.

Signed on behalf of the N.Z. Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (Auckland Branch)—

[L.S.]

J. NEALE, Secretary.