

PAN AMERICAN WORLD AIRWAYS INCORPORATED MECHANICS—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Auckland]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 1st day of October 1963, between the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, (hereinafter referred to as "the union"), of the one part and Pan American World Airways, Incorporated, 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 as follows that is to say:

1. That the terms, conditions, stipulations and provisions, 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 any matter and thing by this agreement and by the said terms, conditions, stipulations and provisions 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

1. *Scope of Agreement*

The employees covered by this agreement are all mechanics of Pan American World Airways, Incorporated, who are working for the company in New Zealand and whose base is in New Zealand.

2. *Hours of Work*

The ordinary hours of work shall not exceed eight per day to be worked between 6 a.m. and midnight on each day on not more than five days per week, as necessitated by aircraft schedules. Provided further that the ordinary daily hours shall be worked within 12 hours following commencing of scheduled work within the daily spread of hours as specified. No worker shall be required to work more than four and a quarter hours without a meal interval of at least half an hour.

3. *Overtime*

(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 for the first three hours and double time thereafter. For the purpose of computing overtime the weekly rate shall be divided by 40 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). For all work done on Sundays, double time shall be paid.

(c) Any worker having worked until midnight on any day shall not be required to again start work before 8 a.m. on the following day unless double time rates are paid for all time worked on that day.

4. *Holidays*

(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.

(c) For all work done on any of the above holidays double time shall be paid in addition to normal holiday pay.

5. Wages

(a) The wages for mechanics whose duties include the mechanical maintenance of aircraft shall be £16 7s. 2d. per week.

(i) The wages for mechanics (first class) whose duties include the mechanical maintenance of aircraft shall be £18 16s. 8d. per week.

(A mechanic first class shall mean a worker who is in possession of aircraft and power plant licences in addition to the normal trade qualifications.)

(b) A weekly payment of £1 10s. (special payments and company margin) over and above the rates quoted in clause 5 (a) and 5 (a) (i) shall be paid to all mechanics, such payment shall not be subject to overtime.

(c) During the term of this agreement margins in wage rates now existing between the N.Z. Aircraft Workers' Award and this agreement shall be maintained.

(d) Workers whose daily consecutive working hours are broken at the requirement of the employer, other than for meal intervals, shall be paid an additional 10 per cent on the day's earnings.

6. Payment of Wages

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.

7. Termination of Employment

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 airport 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.

8. Disputes

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 senior maintenance supervisor and the airport 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 New Zealand Court of Arbitration, whose decision shall be final.

9. Unqualified Preference

(a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is

not already a member of a union of workers bound by this agreement, 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 agreement so long as he continues in any position or employment subject to this agreement.

(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 agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by an 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 purpose 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 agreement.

(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.)

10. *Duration of Agreement*

This agreement shall be deemed to have come into force from the 1st day of July 1963, and shall continue in force until the 30th day of June 1965, and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

11. *Conditions of Employment*

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 accident or sickness 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 World Airways, Incorporated:

W. L. ROLPH.

Witness—C. W. Kuhne.

Signed on behalf of the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers:

New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers (Auckland Branch):

J. J. CRUMMEY.

The New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers:

R. DARBYSHIRE.