



# AGREEMENT

between

PAN AMERICAN AIRWAYS, INC.

and

TRANSPORT WORKERS UNION OF  
AMERICA, CIO

Representing

FLIGHT SERVICE PERSONNEL

*Effective April 13, 1949*



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# **A G R E E M E N T**

**between**

**PAN AMERICAN AIRWAYS, INC.**

**and**

**TRANSPORT WORKERS UNION OF AMERICA, CIO**

**Representing**

**FLIGHT SERVICE PERSONNEL**

## **PREAMBLE:**

- B\*** This Agreement entered into this 13th day of April, 1949, by and between PAN AMERICAN AIRWAYS, INC. (hereinafter sometimes referred to as the "Company"), and TRANSPORT WORKERS UNION OF AMERICA, CIO (hereinafter sometimes referred to as the "Union"), as representative of the Flight Service employees in the classifications listed herein, pursuant to the terms of the Railway Labor Act, as amended, in the mutual interests of the employees and of the Company to promote the safety and continuity of air transportation, and to provide orderly collective bargaining relations between the Company and its employees, a method for the prompt and equitable disposition of grievances, and for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, both the Company and the employees covered hereunder recognize their duty to comply with the terms hereof and to cooperate fully, both individually and collectively, for the accomplishment of the intent and purpose of this Agreement.

## **RECOGNITION:**

- B** **ARTICLE 1.** The Transport Workers Union of America, CIO, has furnished evidence that in conformity with the provisions of the Railway Labor Act, as amended, it has been duly designated as the representative of the Flight

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**\*Language of paragraph result of:**

- A.** Arbitration Award of August 7, 1946
- B.** Agreement effective July 1, 1946.
- C.** Agreement effective October 1, 1947
- D.** Arbitration Award of December 16, 1947
- E.** Agreement effective April 13, 1949

Service Personnel employed by the Company and in their behalf to negotiate and conclude an agreement with the Company covering rates of pay, rules and working conditions. The Company recognizes the Union as the exclusive and sole collective bargaining agency for all Flight Service classifications enumerated herein.

## DEFINITIONS:

### ARTICLE 2.

- B (a) The word "employee" as used herein means any Flight Service employee as set forth under the classifications listed in Article 6 of this Agreement.
- B (b) "Flight time" means the number of hours from block to block, if on land, and if on water, from the time of leaving dock or buoy until the cutting of engines at dock or buoy.
- B (c) "Ground time" means the number of hours of ground duty immediately before and after "flight time," that is, from check-in to flight time and from flight time to check-out.
- B (d) "Ground duty" means work performed on the ground which is directly related to the duties of the employee on the flight to which he is assigned.
- B (e) "Foreign station" means a place outside the continental United States.
- B (f) Any masculine pronoun or noun used herein shall be deemed and understood to designate any employee hereunder, whether male or female.

## SENIORITY:

### ARTICLE 3.

- B (a) Company seniority shall commence with the effective date of placement on the payroll at any of the Company's Fields in the United States, Alaska, Honolulu, Puerto Rico, Virgin Islands, and the Canal Zone.
- E (b) Flight Service seniority shall commence with the date of employment in any classification under this Agreement at any of the Company's Fields listed in (a) above.
- E (c) If an employee is transferred from one Field to another, his seniority shall not be broken and having established a seniority date, an employee shall not lose it except by reason of resignation, dismissal for just and sufficient

cause, release during the probationary period or as otherwise provided by this Agreement.

B (d) Flight Service seniority within each Division shall govern promotion, demotion, reduction in force, re-employment, and matters involving preference, providing the employee is qualified for the assignment.

E (e) All assignments to classifications covered by this Agreement shall be made in each Division from among employees covered by this Agreement whose names appear on the Flight Service Seniority List under this Agreement.

B (f) A Seniority List for each of the Company's Fields listing the names of the employees hereunder in the order of their Flight Service seniority, and giving date of employment in Flight Service Department, and present classification and assignment, shall be furnished the Union not later than one (1) month after the signing of this Agreement, and quarterly thereafter.

B (g) The Company shall post copies of said Seniority List on its Bulletin Boards at all Fields where employees hereunder are based.

B (h) An employee or the Union may protest any omission or incorrect posting affecting any employee's seniority within sixty (60) days after posting of the Seniority List, except that an employee on a leave of absence in accordance with Articles 11 and 12 of this Agreement or on an assignment at a location where a roster is not posted, shall have sixty (60) days from the date of his return to duty at a Field where the roster is posted in which to file such protest.

B (i) In the event that two (2) or more employees hereunder have seniority from equal dates, the order of their seniority shall be determined by lottery and shall remain in such order thereafter.

B (j) Seniority rights of employees who have been laid off shall terminate if they are not re-hired within twenty-four (24) months after layoff. During their period of layoff, employees shall retain but not accrue seniority.

E (k) Employees accepting positions in supervisory capacities, employees accepting temporary assignments to special duties, or employees on leave to subsidiaries or affiliates shall retain their seniority and shall accrue additional seniority to a maximum of two (2) years.

B (l) An employee assigned to ground duties such as instructing, scheduling or other work directly related to

flight service shall retain and continue to accrue Flight Service seniority.

#### PROBATION:

##### ARTICLE 4.

- E (a) A new employee hereunder shall be on probation for a period of six (6) months or until such time as he is promoted, whichever is sooner.
- B (b) An employee shall not be required to serve more than one (1) probationary period in Flight Service.

#### TERMINATION OF EMPLOYMENT:

##### ARTICLE 5.

- C (a) An employee, other than probationary employee, shall be given at least thirty (30) days' notice in writing in the event of layoff. Probationary employees shall be given five (5) days' notice for each month of employment up to a maximum of thirty (30) days.
- B (b) An employee shall give thirty (30) days' notice in writing to the Company when resigning.
- B (c) An employee who resigns in compliance with this Article or whose employment is terminated by the Company shall, upon request, be given factual reference in writing for the period of his employment with the Company.
- C (d) In the event of a layoff occasioned by an Act of God or a strike of Company employees causing a cessation of flight operations, paragraph (a) of this Article will not apply.

#### CLASSIFICATIONS AND PROMOTION:

##### ARTICLE 6.

- E (a) The classifications under this Agreement shall include the following:
  - Steward or Stewardess
  - Purser
- B-D (b) An employee assigned to a check category in the above classifications shall be called Check Steward or Check Stewardess or Check Purser.
- B (c) A promotion from one classification to another classification covered by this Agreement shall be made by the appointment of the most senior qualified employee at the Field. Vacancies shall be posted at the Field at which they occur.

- B (d) Requirements and/or qualifications for promotion shall be uniform and specified in writing and made available by the Company to all employees hereunder.

## COMPENSATION:

### ARTICLE 7.

- E (a) Commencing March 1, 1949, employees hereunder shall receive the following rates of pay:

#### Steward or Stewardess

Upon appointment.....	\$187.00 per month
After six months.....	212.00 per month
After twelve months.....	237.00 per month
After eighteen months.....	262.00 per month
After twenty-four months	272.00 per month
After thirty months.....	282.00 per month

#### Purser

Upon appointment.....	\$292.00 per month
After six months.....	302.00 per month
After twelve months.....	317.00 per month
After eighteen months.....	332.00 per month
After twenty-four months	342.00 per month
After thirty months.....	352.00 per month

- C (b) An employee assigned to ground duties such as instructing, scheduling or other work directly related to the Flight Service functions, other than a permanent transfer out of the Flight Service section, shall receive at least the same rate of compensation he received at the time of such assignment and shall continue to advance in the same manner as if he had remained on flight duty.

- A (c) Employees appointed to check category shall receive twenty-five (\$25.00) dollars a month in addition to their then basic rate of pay.

## HOURS OF WORK AND REST PERIODS:

### ARTICLE 8.

- C (a) Eighty-five (85) hours flight time shall constitute the normal monthly flight time.

- C (b) When the Company requires that an employee exceed three hundred and forty (340) hours flight time in a third of a year period (four months), the flight time in ex-

cess of three hundred and forty (340) hours in such period shall be considered overtime and shall be paid for in accordance with Article 9 of this Agreement.

- E (c) During any month or portion thereof in which an employee is on vacation, or is scheduled on office work assignment, or is scheduled on a public relations assignment, or is scheduled on a training assignment relating to a new or revised methods or for use on new types of aircraft, he will be credited with a maximum of four (4) hours flight time for each day or portion thereof so scheduled and spent, solely for the purpose of determining overtime compensation as provided in paragraph (b) above. Eighty-five (85) hours flight time shall be the maximum credit allowable in any month for such assignments.

- C (d) Employees shall receive minimum rest periods to be determined on the following basis, subject to paragraph (e) of this Article:

<i>Flight Time</i> (block to block)	<i>Rest Period</i>
6 —12 hours	1 day off
12:01—24 hours	2 days off
24:01—36 hours	3 days off
36:01—48 hours	4 days off
48:01—60 hours	5 days off
60:01—72 hours	6 days off
72:01—84 hours	7 days off

- C (e) Assignments for flight duty or to be available for flight duty as an alternate, i.e., "standby," or for ground training, or for public relations programs, or for securing medical examinations shall normally not be scheduled by the Company during an employee's rest period. When the Company requires such activities during an employee's rest period, that portion of the "rest period" earned but not liquidated shall be added to a subsequent "rest period."

- C (f) Rest periods shall be measured from the time of relief from duty at the home base and a day of rest shall consist of a twenty-four (24) hour period.

- E (g) When a flight is terminated at other than the scheduled destination, and it is necessary for a cabin attendant to accompany passengers to the scheduled destination via another carrier, the cabin attendant will be granted flight time credit at a rate of one-half hour flight time credit for each hour spent in such activity solely for the

purpose of determining overtime compensation as provided in paragraph (b) above. Eighty-five (85) hours flight time credit shall be the maximum credit allowable in any month for such assignments. This applies only when the elapsed time between arrival at the off-scheduled base and scheduled destination exceeds three (3) hours.

E (h) The Company will make reasonable effort to maintain substantially equal flight time for employees under this Agreement at each Field.

E (i) The Company will exercise its best efforts in scheduling Flight Service Personnel at each Field equally, both en route and at their home base, and shall make reasonable allowance in the scheduling by reason of layovers and rest periods.

E (j) A pro rata reduction of the number of flight hours necessary for the payment of overtime shall be allowed in the event an employee is off the payroll (as on a leave of absence) during an overtime period.

## **OVERTIME COMPENSATION:**

### **ARTICLE 9.**

C (a) When the flight time of any employee under this Agreement exceeds three hundred and forty (340) hours flight time in a third of a year period (four months) as provided in Article 8 (b) and (c), such hours of overtime shall be paid for by 1/85th of the employee's monthly salary for each hour of overtime worked.

C (b) Overtime compensation shall be paid to the employee not later than sixty (60) days following the four (4) month period in which the overtime was accumulated.

## **VACATIONS:**

### **ARTICLE 10.**

B (a) All employees shall be granted an annual vacation on a calendar year basis of thirty (30) days with full pay.

B (b) Upon request, an employee shall be paid before his vacation begins, the salary that would be earned during his vacation period.



- B (c) Preference in the period in which employees shall be permitted to take their vacations shall be granted in the order of Flight Service Seniority at the station at which they are based, subject to the requirements of the service.
- B (d) In the event of termination of employment, an employee shall be paid pro rata for vacations earned and not received, provided that in the event of death, such vacation earned and not received shall be paid to the deceased employee's beneficiary. An employee shall not be paid for his vacation if he resigns without giving written notice as provided in this Agreement or if he is discharged for theft.
- E (e) 1. All vacations shall be taken annually, provided that when, due to the requirements of the service, it is impossible for the Company to grant an employee his regular annual vacation, he shall be permitted to take such vacation the following year which shall be in addition to his regular vacation for that year; and under like circumstances, annual vacations may be accumulated for a period of two (2) years and in the event it is not possible to grant vacations during the next year of service after two (2) vacationless years have passed, the Company shall compensate an employee for the first of such annual vacations earned but not received.
2. All annual vacations of employees which have not been taken at the time of signing of this Agreement in excess of two (2) shall be compensated for by the Company beginning with the first of such annual vacations.
- B (f) An employee shall not be placed on vacation without his consent, unless he is notified in writing thirty (30) days before the beginning date of such vacation.
- B (g) When an employee is stationed outside the continental United States, he shall be granted a thirty (30) day vacation period in the United States each calendar year. Such vacation will be exclusive of travel time by air over the Company's lines on the most direct route or on a route approved by the Company from the point where the employee is stationed to a terminal point on the Pan American System in the United States, provided that when an employee desires, he may, if approved by the Company, spend his thirty (30) day vacation period in the country in which he is stationed for the first and second year of such assignment, in which case he shall be entitled to sixty (60)

days' vacation in the United States the third year. Moreover, should the employee desire to take one thirty (30) day local vacation during a three (3) year period, he shall be granted fifteen (15) days' credit toward a vacation in the United States for such local vacation. This fifteen (15) days' credit may be added to either of the two thirty (30) day vacations granted in the United States during said three (3) year period. Transportation for the employee and his immediate family, incident to a vacation in the United States, shall be furnished by the Company.

#### **LEAVE OF ABSENCE:**

##### **ARTICLE 11.**

- B (a) When the requirements of the service will permit, an employee hereunder may be granted a leave of absence for a period not in excess of ninety (90) days. When such leaves are granted, the employee shall retain and shall continue to accrue seniority during such leave.
- B (b) When the requirements of the service will permit, such leave or leaves may be extended for additional periods of not to exceed ninety (90) days for each such leave when approved by the Company in writing.
- B (c) If such leave is extended by the Company, the employee will retain but will not accrue seniority, provided, however, that employees on leave for Union business shall continue to accrue seniority.
- B (d) When leaves are granted on account of sickness or injury, an employee hereunder shall retain and continue to accrue his seniority until he is able to return to duty or is found to be unfit for such duty, except that in no case shall leave for sickness or injury exceed a total continuous period of two (2) years.
- B (e) An employee on leave of absence shall report prior to termination date of such leave his intention to return to employment. Failure to make such report or secure renewal of leave of absence, will terminate leave of absence and his employment.
- B (f) An employee hereunder returning from leave granted for reason of sickness or injury, shall be permitted to exercise his seniority at the base to which he has previously been assigned.
- B (g) Seniority accrued while on leave of absence shall not count as time worked for vacation and pay purposes.

## **MILITARY LEAVE:**

### **ARTICLE 12.**

- E** (a) The reemployment and seniority status of any employee hereunder, who while in the active service of the Company entered the armed services or during wartime entered the Merchant Marine of the United States shall be governed by the provisions of the Selective Service and Training Act of 1948, as amended, or other applicable law.
- B** (b) Time spent on military leave shall count as time worked for purposes of seniority and wage rates within the employee's classification.

## **SICKNESS OR INJURY:**

### **ARTICLE 13.**

- B** (a) The Company will provide or compensate the employee for the cost of complete medical care for occupational sickness or injury. In the event of non-occupational injury or illness occurring while on assignment at a point other than the employee's base station, or outside the continental United States, the Company agrees to reimburse the employee for such additional expenses occasioned by the employee's location at the time of such injury or illness. During such period, the employee's salary will be continued and the employee agrees that all workmen's compensation benefits due under applicable law shall be paid by the employee to the Company.
- B** (b) Employees may be granted full salary during period of sickness or injury while at their base station. When such salary is granted, the employee agrees that all workmen's compensation benefits due under applicable law to the employee shall be paid to the Company.
- B** (c) The standard per diem allowance will be continued, or room and board will be provided in quarters designated by the Company, until the employee returns to his base station, if he becomes sick or injured while en route.

## **TRANSFERS:**

### **ARTICLE 14.**

- B** (a) The Company shall pay the reasonable expenses in connection with a permanent transfer of an employee

from duty at one station to duty at another station including that of the employee's immediate family and dependents. The reasonable expenses will include (1) transportation; (2) living expenses en route; (3) transportation of a reasonable amount of personal effects and household goods; (4) settling expenses for a reasonable period after arrival at destination.

E (b) When the Company wishes to transfer employees from a Field, the most senior qualified volunteers at that Field shall be transferred. In the event there are insufficient qualified volunteers, the Company may transfer first, from the ranks of probationary employees who have been employed by the Company for at least two (2) months and second, the least senior qualified employees at that Field. It is recognized that the Company may, at its option, transfer any probationary employee regardless of length of time spent in such job classification.

E (c) In the event that any qualified employee has on file a request for transfer from one Field to another, or from one Division to another, such employee shall be transferred (1) before any new employee is hired at the Field or in the Division to which such transfer is requested and (2) before an involuntary transfer is made to the Field for which said employee filed such request.

B (d) All expenses of transfers should be borne by the employee unless the transfer is made at Company request.

C (e) The Company may refuse to transfer an employee, except as provided in Paragraph (f), who has been transferred within the preceding twelve (12) months.

C (f) In the event of a reduction in force at any Field, the Company will offer persons to be released existing Flight Service vacancies, for which they are qualified at any other Fields; such transfers to be made at expense of the transferring employees.

E (g) An employee shall be given reasonable notice in advance of any transfer.

E (h) In the event of a reduction in force a more senior employee under this Agreement who is laid off at a Field may at the time of such layoff elect within ten (10) days after notice is served as provided by Article 5 (a), if qualified, to fill a vacancy or replace the least senior employee under this Agreement at another Field within the Division

at his own expense. In such an election, an employee must state the order of preference of locations at which he intends to exercise seniority.

## **TRAVELLING EXPENSES:**

### **ARTICLE 15.**

- B While travelling on Company business, an employee shall be entitled to a per diem allowance or an expense allowance sufficient to cover the reasonable cost of meals, lodging, tips, laundry and transportation, which in no event shall be less than is allowed other flight personnel.

## **FOREIGN STATION ASSIGNMENT:**

### **ARTICLE 16.**

- B (a) An employee on a temporary ground assignment shall receive at least the same rate of compensation he received immediately prior to such assignment.
- B (b) An employee assigned to a foreign station shall receive a foreign station allowance which shall in no event be less than that allowed other personnel of the Company at the same station.

## **PHYSICAL EXAMINATIONS:**

### **ARTICLE 17.**

- B Any employee hereunder who fails to pass a Company physical examination may, at his option, have a review of his case in the following manner:
- B (a) He may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of conducting a physical examination for the same purpose as the physical examination made by the medical examiner employed by the Company.
- B (b) A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company, and in the event that such findings verify the findings of the medical examiner employed by the Company, no further medical review of the case shall be afforded.
- B (c) In the event that the findings of the medical examiner chosen by the employee shall disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the

employee, ask that the two (2) medical examiners agree upon and appoint a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further physical examination of the employee.

- B (d) Such three (3) doctors, one (1) representing the Company, one (1) representing the employee affected, one (1) disinterested doctor approved by the Company doctor and the employee's doctor, shall constitute a board of three (3), the majority vote of which shall decide the case.

- B (e) The expense of employing the disinterested medical examiner shall be borne one-half by the employee and one-half by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the employee.

#### **MISSING, INTERNMENT, PRISONER OR HOSTAGE OF WAR:**

##### **ARTICLE 18.**

- B (a) An employee, while in the employ, of the Company, who becomes or is reported interned, missing or a prisoner or hostage of war, shall be paid two-thirds (2/3) of his regular monthly salary.

- B (b) The monthly compensation to be paid under the terms of this Agreement, while a prisoner or hostage of war or interned or missing, shall be credited to such employee's account on the books of the Company and shall be disbursed by the Company in accordance with a written directive from him. Each employee now and hereafter assigned to any Division of the Company's operation shall execute and deliver to the Company, prior to flight assignments, a written directive in a form to be mutually agreed upon between the Company and the Union.

#### **GENERAL:**

##### **ARTICLE 19.**

- E (a) The terms of this Agreement shall apply equally to all employees hereunder. The Company may, at its option, release from employment female Flight Service attendants at any time following the expiration of six (6) months after marriage.

- B (b) The Company shall provide Bulletin Boards for the use of the Union at each Field. All notices placed on

such Bulletin Boards shall relate solely to official Union business and shall have the official signature of the Union.

- B (c) Passes shall be granted to employees and their immediate families subject to the approval of the Company.
- B-D (d) When two (2) or more Flight Service Personnel are assigned to a flight, at least one (1) of these shall be a Purser.
- B (e) Each employee shall receive prompt written notice confirming orders involving a permanent change in his status or compensation or placing him on a special assignment.
- C (f) As this Agreement provides for the amicable adjustment of any and all disputes and grievances, the Company agrees not to lockout any employee or group of employees while this Agreement is in effect, and the Union agrees that it will not cause or call any strike, sitdown, stay-in, or slow-down.
- C (g) An employee who is temporarily assigned to a station other than his base station shall receive established allowance for every day he remains assigned at such station.
- A-D (h) The Company shall provide and pay the cost of all new uniforms required by the Company after the date of this Agreement for employees having more than one (1) year of service with the Company. Employees hired after the date of this Agreement shall be required to provide their own uniforms for their first year of service.

## DISCIPLINE:

### ARTICLE 20.

- E (a) It is understood that the Company has the right to discipline or discharge an employee at any time for incompetency, disobedience, dishonesty, disorderly conduct, negligence, absenteeism, or any just and sufficient cause.
- B (b) An employee held out of service pending an investigation shall be paid for all time he has been held out of service and reinstated without loss of seniority, if exonerated.
- B (c) An employee shall have access to and the right of inspection of his permanent Company record or personnel folder in the presence of a Company representative.

## **GRIEVANCE PROCEDURE:**

### **ARTICLE 21.**

- B** (a) An employee who believes that he has been unjustly dealt with, or that any provision of this Agreement has not been properly applied or interpreted, or whom the Company has notified in writing of disciplinary action under Article 20 of this Agreement, may present his grievance in person, or through his representative, within ten (10) days to his immediate supervisor, who shall evaluate the grievance or complaint and render his decision as soon as possible but not later than fifteen (15) days following receipt of said grievance, unless extended by mutual agreement.
- E** (b) All employees including those in their probationary period shall have access to the grievance procedure excepting that a probationary employee may not appeal a disciplinary or discharge action.
- B** (c) If the decision of the immediate supervisor is not satisfactory, it may be appealed within five (5) days after receipt of his decision to the higher-ranking supervisor designated by the Company, who shall render a decision thereon as soon as possible, but not later than five (5) days after the appeal is submitted to him, unless extended by mutual agreement. ♦
- B** (d) If the grievance is still not settled, it may be submitted in writing to the appropriate Board of Adjustment within ten (10) days if the grievance comes within the provisions of Article 22 of this Agreement.
- B** (e) All grievances handled under the procedure provided above shall be in writing, and shall be signed by the employee whose grievance is being handled, and all decisions on said grievances shall be in writing.
- B** (f) The Union shall be notified of all grievances meetings and may, if it desires, have a representative present.
- B** (g) The Company shall provide transportation over its regular routes to Union representatives when required in connection with the handling of business deemed essential by the Company and the Union.

## **BOARD OF ADJUSTMENT:**

### **ARTICLE 22.**

- C** Any grievance not adjusted in the manner provided for in Article 21 above, or any dispute between the Com-



pany and the Union or any employee or employees governed by this Agreement involving a violation of the Railway Labor Act or the interpretation or application of this Agreement, shall be referred to the appropriate Adjustment Board established by Pan American Airways, Inc. and Transport Workers Union of America, dated January 26, 1949, a copy of which is attached hereto and made a part hereof.

## **DURATION OF AGREEMENT:**

### **ARTICLE 23.**

**E** This Agreement except for Article 7 (a) shall become effective April 13, 1949, and continue in full force and effect until December 1, 1949, and shall renew itself without change until each succeeding December 1 thereafter, unless written notice of intended change is served in accordance with Section 6, Title 1 of the Railway Labor Act, as amended, by either party hereto at least thirty (30) days prior to December 1 in any year.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement, this 13th day of April, 1949.

**PAN AMERICAN AIRWAYS, INC.**

**FRANKLIN GLEDHILL /s/**

**JEROME D. FENTON /s/**

**ROBERT S. HOGUELAND /s/**

**EVERETT M. GOULARD /s/**

**TRANSPORT WORKERS UNION  
OF AMERICA, CIO**

**MICHAEL J. QUILL /s/**

**WILLIAM GROGAN /s/**

**ABRAM W. SMITH, JR. /s/**

**THOMAS MURRAY /s/**

**LLOYD MESSERSMITH /s/**

**P. H. SCHEFFSKY, President, Local 500**

**ARMAND E. SCALA, Section Chairman, Local 500**

**A. C. MOORE, JR., Vice President, Local 503**

**W. L. PECK, Section Vice Chairman, Local 503**

**JAMES F. HORST, President, Local 505**

**TOM O. MOFFATT, Section Chairman, Local 505**

**LOIS J. WHARTON, Section Chairman, Local 506**

**ROBERT W. THOMPSON, President, Local 506**

**PAN AMERICAN AIRWAYS, INC.**  
**and**  
**TRANSPORT WORKERS UNION OF AMERICA, CIO**  
**ADJUSTMENT BOARD AGREEMENT**

Pan American Airways, Inc., hereinafter referred to as the Company, and Transport Workers Union of America, CIO, hereinafter referred to as the Union, hereby agree as follows:

(a) There are hereby established, pursuant to the provisions of the Railway Labor Act, as amended, Boards of Adjustment for employees of Pan American Airways, Inc. represented by the Transport Workers Union of America, CIO, as follows: one (1) for the System and called the "System Board of Adjustment, Pan American Airways, Inc. and Transport Workers Union of America, CIO" and one (1) for each Field and called the "\_\_\_\_\_ Field Board of Adjustment, Pan American Airways, Inc. and Transport Workers Union of America, CIO." The System Board shall only handle grievances specifically involving two (2) or more Fields and grievances where the Company and Union jointly request that the System Board accept the case. All other grievances shall be handled by the Field Board of Adjustment.

(b) Each Board shall be composed of four (4) members: two (2) selected by the Company, and two (2) selected by the Union.

(c) The members of each Board shall continue to serve until such time as the parties selecting the representative members shall select their successors, which may be done at any time except during the consideration of a case.

(d) Each Board shall have jurisdiction only over disputes between the Company and the Union or any employee or employees governed by System Agreements growing out of grievances involving interpretation or application of such Agreements. No Board shall have jurisdiction whatsoever over proposals or disputes relating to general changes in hours of work, rates of pay, rules or working conditions. Proposals relating to general changes in hours of work, rates of pay, rules or working conditions shall be handled in the

manner provided for in the DURATION OF AGREEMENT Sections of the respective Agreements.

(e) Each Board shall meet at the Field or System Headquarters of the Company, as the case may be, in four (4) regular sessions each year, the first to be held during the first week in February, the second to be held during the first week in May, the third to be held during the first week in August, and the fourth to be held during the first week in November provided that at such times there are any cases filed with or pending before the Board. The Chairman or the Vice-Chairman may, if circumstances require, call a special meeting at any other time.

(f) The members of the respective Boards shall select a Chairman and Vice-Chairman whose terms of office shall be one (1) year, provided, however, that the offices of Chairman and Vice-Chairman shall be filled alternately by a member representing the Company and a member representing the Union, that is, when a Union member is Chairman, a Company member shall be Vice-Chairman, and vice versa.

(g) The Chairman, or in his absence, the Vice Chairman, shall preside at meetings of the Board and shall have a vote on the adoption of all decisions of the Board.

(h) A dispute submitted to the Board shall be in the form of a joint submission agreed to by all parties and shall state:

1. The name of the employee or employees involved if the dispute grows out of grievances of individual employees;
2. A statement that an attempt has been made to obtain an adjustment of the dispute in the manner provided for in applicable System Agreements between the parties and that the parties have failed to reach in such manner a satisfactory adjustment;
3. A statement of the nature of the dispute and the basis for the jurisdiction of the Board of Adjustment;
4. The position or contention of the Union and of the employee or employees; and
5. The position or contention of the Company.

(i) If all parties to the dispute cannot agree on a joint submission, then and only in that event, any party to the dispute may submit the dispute by petition which shall contain all the statements required in a joint submission. In all cases where a dispute is not submitted in the form of a joint submission, the party or parties to the dispute who have not joined in the submission shall be served with a copy of the petition at least fifteen (15) days before the date set for the hearing and shall have the right within such fifteen (15) day period to file with the Chairman of the Board a written answer thereto.

(j) Seven (7) copies of each submission or petition including all papers and exhibits in connection therewith, shall be delivered to the Chairman or Vice-Chairman of the Board, who shall immediately transmit one (1) copy thereof to each member of the Board, one (1) copy to the Company and one (1) copy to the Union. Upon receiving a submission or petition, the Chairman and Vice-Chairman shall set a date for hearing which shall be at the time of the next regular meeting of the Board, or if the urgency of the matter requires then at such earlier time and place as they shall fix. The parties may be heard either in person, by counsel, or by other representatives as they may respectively elect, and the Board shall give reasonable notice of all hearings to all parties involved in any dispute submitted.

(k) The Board may summon any necessary witnesses and relevant non-confidential records of the Company and the employee involved.

(l) A majority vote of all the members of the Board shall be competent to make a finding or a decision with respect to any dispute properly submitted to it, and such finding or decision shall be final and binding upon the parties to such dispute.

(m) Upon failure of the Board to agree upon the finding or decision because of inability to secure a majority vote of all members of the Board, then the Board shall forthwith agree upon and select an impartial person to be known as "Referee" to sit with the Board as an additional member thereof in the further hearing and determination of the case. If the Board is unable to agree upon the selection of such additional member within three (3) days, it

shall promptly request the National Mediation Board to name such additional member as a "Referee," and when so named the Board shall immediately arrange for a determination of the dispute by such "Referee."

(n) Findings and decisions of the Board shall be stated in writing, and in each case a copy of the findings or decisions shall be furnished the Company, the Union and such employee or employees as are parties to the dispute. If a dispute arises as to the interpretation of the finding or decision, then upon request of the Company, the Union, or such employee or employees as are parties to the dispute, the Board shall interpret the finding or decision in the light of the facts stated as evidence presented in connection with its record and hearing of the case.

(o) The Board shall keep a complete and accurate record of all matters submitted for its consideration and of all findings and decisions made.

(p) All expenses of the Board, including those incurred by reason of the participation of a "Referee" in the determination of the controversy as herein provided, shall be borne one-half by the Company and one-half by the Union. The salary or compensation of the members of the Board, if any, shall be paid by the parties selecting such member or members; except that Field Board members who are employees of the Company shall be granted necessary leaves of absence without loss of pay to attend Board meetings. So far as space is available, Board members shall receive free transportation, subject to pay load, over the lines of the Company from point of duty to point of meeting and return for the purpose of attending meetings of the Board.

(q) It is understood and agreed that each and every Board member shall be free to discharge his duty in an independent manner without fear that his individual relations with the Company or with the employees hereunder may be affected in any manner by any action taken by him in good faith in his capacity as a Board member. The parties hereto further mutually agree that each party shall and will specifically instruct each Board member selected that he shall at all times while serving in that capacity act not as a partisan or advocate of a partisan group or cause

but shall act and serve solely to render impartial findings and just decisions.

(r) 1. Essential witnesses and representatives who are employees of the Company shall be furnished space available transportation over the Company's lines without charge from the point of duty to the point of hearing and return, and such witnesses and representatives shall be granted leaves of absence without pay for a sufficient time to permit them to appear as such witnesses and representatives.

2. Witnesses and representatives who are not employees of the Company, who may be called by either party, shall be given space available transportation over the lines of the Company to the point of hearing and return subject to Governmental regulations.

This Agreement shall become effective as of January 1, 1949 and shall continue in full force and effect until December 31, 1949 and shall renew itself without change until December 31 of each succeeding year thereafter unless written notice of intended change is served by either party hereto in accordance with Section 6, Title I of the Railway Labor Act, as amended.

In witness whereof, the parties hereto have signed this Agreement, this 26th day of January, 1949.

PAN AMERICAN AIRWAYS, INC.

JEROME D. FENTON /s/

TRANSPORT WORKERS UNION  
OF AMERICA, CIO

WILLIAM GREGAN /s/  
International Vice President