

**GISBORNE SHIFT ENGINEERS (FREEZING COMPANIES).—**  
AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 21st day of June, 1938, between the—

Gisborne Sheep-farmers' Frozen Meat and Mercantile Co., Ltd., and the  
Gisborne Refrigerating Co., Ltd.

(hereinafter referred to as “the employers”), of the one part, and the—

New Zealand Institute of Marine and Power Engineers,  
Incorporated, Auckland Branch

(hereinafter called “the institute”), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

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 every 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.

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THE NEW ZEALAND INSTITUTE OF MARINE AND POWER  
ENGINEERS.

AGREEMENT.

Agreement made this 21st day of June, 1938, between the Gisborne Sheep-farmers' Frozen Meat and Mercantile Co., Ltd., and the Gisborne Refrigerating Co., Ltd. (hereinafter called "the employers"), of the one part, and the New Zealand Institute of Marine and Power Engineers, Incorporated, Auckland Branch (hereinafter called "the institute"), of the other part, witnesseth that it is hereby mutually agreed by and between the said employers and the said institute as follows:—

SCHEDULE.

*Branch of Work covered.*

1. "Shift engineers" shall be the branch of workers covered by this agreement.

The provisions of this agreement shall not apply to any worker employed in the capacity of second engineer.

*Interpretation.*

2. A "shift engineer" shall mean a worker who has served an apprenticeship of at least five years as a mechanical engineer in a workshop where engines are built or repaired and who during his shift is required to be in charge of machinery.

*Duties.*

3. The duties of a shift engineer shall be to operate the machinery during his shift and to effect such repairs as may be reasonably necessary for the safety of the machinery running.

He may also be called upon to do overhaul and repair work, and also erect new machinery in the establishment in which he is employed.

In the event of a breakdown in the machinery which would interfere with the running of the works, the chief engineer may recall any shift engineer to work in order to effect repairs or meet the emergency.

#### *Hours of Work.*

4. Forty-four hours shall constitute a week's work, and shall be arranged to suit the exigencies of the works by mutual arrangement between the shift engineers and the employer.

#### *Salary.*

5. The rate of salary for workers coming within the scope of this agreement shall be £376 per annum, such sum to be exclusive of payments in terms of sections 14 and 15 of the Factories Amendment Act, 1936.

Any worker covered by this agreement at present in receipt of a higher salary than provided for herein shall not have his salary reduced whilst in his present employment.

The daily rate of pay shall be computed by dividing the annual salary by fifty-two into weekly amounts, and daily amounts arrived at on the basis of six watches per week.

#### *Overtime.*

6. All time worked in excess of forty-four hours per week shall be paid for at time and a half.

#### *Termination of Employment.*

7. One month's notice of termination of employment shall be given in writing by either side.

#### *Holidays.*

8. Every engineer covered by this agreement shall be entitled in each year to leave of absence on full pay for a continuous period of sixteen days.

The holidays shall be deemed to be accruing through each year of service, so that if after six months' continuous service an engineer is discharged for any cause (other than misconduct) or leaves of his own accord he shall be paid at ordinary rates for such portion of his holiday as shall then have accrued.

The time at which such holiday is taken shall be at the discretion of the chief engineer, and, if possible, shall be given during the months of September, October, or November.

*Settlement of Disputes.*

9. In the event of a dispute arising upon any matter, whether referred to in this agreement or not, affecting engineers covered by this agreement, the point in dispute shall be referred to three representatives of the employers and three representatives of the employees for settlement. Should these fail to agree, the matter shall then be referred to the arbitration of an umpire mutually agreed upon by the said representatives, and the decision of the umpire shall be final.

*Preference.*

10. Preference of employment shall at all times be given to members of the New Zealand Institute of Marine and Power Engineers.

*Carrying-out of Agreement.*

11. This agreement shall be honourably carried out in its entirety by both parties, notwithstanding any difference which may arise on matters not already provided for in this agreement.

*Term of Agreement.*

This agreement shall come into force on the 1st day of January, 1938, and shall continue in force until the 31st day of July, 1939, and thereafter until superseded by a fresh agreement or terminated by one month's notice given by either party of their wish so to do.

Signed on behalf of the New Zealand Institute of Marine and Power Engineers, Incorporated, Auckland Branch—

WM. EDWARDS, President.

D. H. STURROCK, Secretary.

Witness to signatures—S. R. BACH.

Signed on behalf of the Gisborne Sheep-farmers' Frozen Meat and Mercantile Co., Ltd.—

A. F. SALMON.

Signed on behalf of the Gisborne Refrigerating Co., Ltd.—

F. TOLERTON.

Witness to signature—C. Tims.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (1) of the said Act, on the 19th day of July, 1938.