

SANFORD LTD. (AUCKLAND), **ENGINEERS.**—AGREEMENT UNDER  
LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 14th day of October, 1938, between Sanford 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.

THE NEW ZEALAND INSTITUTE OF MARINE AND POWER ENGINEERS  
AGREEMENT.

Agreement made this 14th day of October, 1938, between Sanford 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:—

PART I.—SHIFT ENGINEERS.

*Branch of Work covered.*

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

*Interpretation.*

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.

*Wages.*

2. The minimum wages to be paid to shift engineers shall be £7 5s. (seven pounds five shillings) per week.

This set sum to be inclusive of payments in terms of sections 14 and 15 of Factories Amendment Act, 1936.

*Hours of Work.*

3. Forty-four hours shall constitute a week's work, and shall be arranged to suit the exigencies of the works by mutual arrangement between shift engineers and the employer. This clause to be subject to any fresh provisions made by legislation.

*Duties.*

4. 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 of any nature and also erect new machinery for the company by which he is employed.

In the event of it being found necessary, a chief engineer may recall any shift engineer to work in order to effect repairs or meet any emergency.

*Overtime.*

5. Any time worked in excess of agreement hours to be made up to the engineers by equal extra time off, but if impossible to make the time up within one month, then the engineers to be paid for the extra time at ordinary rates of pay.

*Holidays.*

6. (a) Each shift engineer covered by this agreement shall be entitled in each year to leave of absence on full pay for a continuous period of fourteen days.

(b) The holiday 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 proportion of his holiday as shall then have accrued.

PART II.—ENGINEERS ON TRAWLERS.

*Wages.*

7. The rates of wages to be paid to engineers employed on trawlers shall be £6 15s. (six pounds fifteen shillings) per week of 6 (six) days.

*Time off.*

8. Each engineer shall be entitled to a minimum of 24 (twenty-four) consecutive hours off duty each trip.

*Holidays.*

9. The following holidays shall be observed in port: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, Anniversary Day, and Anzac Day.

Should a trawler be at sea after 8 a.m. or leave port on any of the holidays mentioned, each engineer shall be entitled to an extra day's pay.

*Annual Leave.*

10. In addition to the statutory holidays mentioned in clause 9 hereof, every engineer after twelve months' continuous service shall be entitled to fourteen days' leave of absence on full sea pay.

Engineers retiring from service shall be paid for the term of annual leave due to them, in terms of clause 6 of Shift Engineers' agreement.

*Bedding.*

11. Each engineer shall be supplied with one clean mattress and cover and clean pillow.

## GENERAL AS TO BOTH PARTS I AND II.

*Preference.*

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

*Settlement of Disputes.*

13. In the event of a dispute arising upon any matter, whether referred to in this agreement or not, affecting shift engineers or engineers engaged on trawlers covered by this agreement the point in dispute shall be referred to one representative of the employers and one representative 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 and conclusive.

*Carrying-out of Agreement.*

14. This agreement shall be honourably carried out in its entirety by both parties, notwithstanding any differences which may arise on matters not already provided for in this agreement, and no dispute shall be allowed to cause any cessation in the relationship of employer and employee contemplated in this agreement.

*Term of Agreement.*

15. This agreement shall come into force on the 8th day of October, 1938, and shall continue in force until the 7th day of October, 1940, and thereafter until superseded by a fresh agreement or terminated by one month's notice given by either party of their wish to terminate the agreement.

Signed for and on behalf of Sanford Ltd.—

For and on behalf of Sanford Ltd. :—

J. ENWRIGHT, Manager.

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

WM. EDWARDS, President.

D. H. SHERROCK, Secretary.

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 18th day of October, 1938.