

**OHAI RAILWAY BOARD EMPLOYEES.—INDUSTRIAL  
AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 23rd day of July, 1939, between the Ohai Railway Board (hereinafter called "the employer"), of the one part, and the New Zealand Engine-drivers, River Engineers, Marine-engine Drivers, Greasers, Firemen, and Assistants' Industrial Union of Workers (hereinafter called "the union"), of the other part, witnesseth that it is hereby mutually agreed between the employer and the union as follows.

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SCHEDULE.

*Wages.*

1. The following shall be the minimum rates of wages for the following classes of workers coming within the scope of this agreement:—

		Per Hour.	
		s.	d.
Steam locomotive drivers	..	3	3
Fireman-driver	.. ..	2	11½
Fireman	.. ..	2	10½
Diesel and Leyland locomotive drivers and Guards	.. ..	2	9

*Employment of Youths.*

2. Youths up to the age of eighteen years may be employed about the yards at a minimum wage of £2 10s. per week.

*Hours of Work.*

3. The ordinary hours of work for workers coming within the scope of this agreement shall be as follow:—

- (a) In the case of adult workers, eighty-eight hours shall constitute an ordinary fortnight's work and twelve hours shall constitute an ordinary day's work.
- (b) In the case of youths employed about the yard, forty hours shall constitute an ordinary week's work and eight hours shall constitute an ordinary day's work.

*Overtime.*

4. All time worked in excess of the hours prescribed in clause 3 hereof shall be regarded as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

*Holidays.*

5. (a) The following shall be the recognized holidays, for which payment shall be made at ordinary rates: New Year's Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

(b) For work performed on Sundays double time rates shall be paid.

*Annual Leave.*

6. (a) In addition to the holidays prescribed in clause 5 hereof, each employee coming within the scope of this agreement with twelve months' service shall be allowed an annual leave of six working-days without deduction of pay. Such holiday shall be taken between the 24th of December and the 3rd of January.

(b) If any worker is required to work on any of the holidays mentioned in clause 5 (a) hereof he shall receive double time rates for such work: Provided, however, that a worker may elect in lieu thereof to receive an ordinary day's pay and the addition of one working-day to the period of his annual leave.

(c) Any employee with less than twelve months' service but with more than six months' service shall be allowed a proportionate holiday on full pay.

*General Provisions.*

7. (a) Every man required to report for duty shall receive a minimum of four hours' pay.

(b) Men employed at washing out the boiler shall be paid not less than 2s. 6d. per day extra. The "day" shall mean any portion of the twenty-four hours during which such workers are employed at that work.

(c) Proper and practicable protection from the inclemency of the weather shall be provided on all locomotives.

(d) In the case of any steam locomotive being replaced by any other type of locomotive, drivers of steam locomotives shall be given preference of employment, provided they are competent to do the work.

(e) Adult workers shall be guaranteed eighty-eight hours' work per fortnight: Provided that if there is any stoppage of work caused by conditions over which the Board has no control this clause shall not apply.

*Termination of Employment.*

8. Fourteen days' notice of the termination of employment shall be given by the employer or the worker, as the case may be.

*Matters not provided for.*

9. Any dispute in connection with any matter not provided for in this agreement shall be referred to a Disputes Committee consisting of one of the workers directly concerned, the president of the Ohai Branch of the union, and two members of the Ohai Railway Board. In default of any agreement being reached by the said Disputes Committee, the dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

*Workers to be Members of Union.*

10. (a) It shall not be lawful for the employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by the employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of twenty-one years of age and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Scope of Agreement.*

11. This agreement shall be restricted in its application to steam locomotive drivers, Diesel, and Leyland locomotive drivers, fireman-driver, firemen, guards, and youths employed in or about the yards in the employ of the Ohai Railway Board.

*Term of Agreement.*

12. This agreement shall come into force on the 23rd day of July, 1939, and shall continue in force until the 30th day of April, 1940.

Signed on behalf of the employer—

[L.S.]

L. S. EDMOND.  
G. TUCKER.  
R. DONNELLY.  
A. W. RODGERS.

Signed on behalf of the union—

[L.S.]

THOMAS W. WINSTANLEY, President.  
L. A. HADLEY, Secretary.

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