

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

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of an industrial agreement, made on the 6th day of June, 1945, between the Ohai Railway Board and the New Zealand Engine-drivers, River-engineers, Marine-engine Drivers, Greasers, Firemen, and Assistants' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 6th day of June, 1945, between the Ohai Railway Board, of the one part, and the New Zealand Engine-drivers, River-engineers, Marine-engine Drivers, Greasers, Firemen, and Assistants' Industrial Union of Workers, of the other part: Now therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 26th day of June, 1945.

[L.S.]

A. TYNDALL, Judge.

OHAI RAILWAY BOARD EMPLOYEES.—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 6th day of June, 1945, 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:—

SCHEDULE

Wages

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

	Per Hour.	
	s.	d.
Senior steam locomotive driver	3	4½
Steam locomotive drivers	3	3
Firemen-drivers	3	3
Firemen who hold driving certificates	3	3
Diesel and Leyland locomotive drivers and guards	3	3
Firemen who do not hold certificates	3	0

Youths and Brakemen

2. Youths may be employed about the yards at not less than the following rates of wages:—

	Per Week.		
	£	s.	d.
Fifteen years of age up to sixteen years of age	3	0	0
Sixteen years of age up to seventeen years of age	3	10	0
Seventeen years of age up to eighteen years of age	4	0	0

Brakemen/porters may be employed at not less than the following rates of wages:—

	Per Hour.	
	s.	d.
Up to nineteen years of age	2	3½
Over nineteen years of age	2	9½

Hours of Work

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

- (a) In the case of adult workers, eighty hours shall constitute an ordinary fortnight's work and eight 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 at the rate of time and a half for the first three hours and double time thereafter.

Holidays

5. (a) The following holidays 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) An annual holiday of two working-weeks shall be allowed each worker on full pay in addition to the holidays prescribed in clause 5 hereof. Such holiday shall be taken between the 24th December and 10th 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 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. The Board shall supply a respirator or suitable substitute for use when repairing loco. arches.

(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 that they are competent to do the work.

(e) Adult workers shall be guaranteed eighty 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.

(f) Clothing shall be supplied to workers by the Board as follows:—

Steam Loco. Drivers, Firemen-Drivers, and Firemen:

Two sets of overalls and one cap per year.

Diesel and Leyland Loco. Drivers, Guards, Brakesmen, and Youths employed in the Yards: One complete uniform, with an extra pair of trousers per year and an oilskin coat and leggings every two years.

(g) Every train leaving Wairio or Ohai of more than fifteen vehicles shall have a guard or brakesman in charge.

(h) No worker shall be booked off and called for duty again unless eight hours shall have elapsed between booking off and on.

(i) If any worker coming within the scope of this agreement is temporarily removed from work for which a higher rate of pay is provided in this agreement to work for which a lower rate is paid, he shall nevertheless be paid the wage he was receiving for the work from which he was removed. If the work to which he is removed is paid for at a higher rate than that from which he is removed, he shall be paid at the rate provided for the work to which he is removed. On resuming his usual work he shall revert to the rate of wages provided for that work.

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.

General Orders under the Rates of Wages Emergency Regulations 1940

10. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this agreement and shall have effect according to their tenor.

Workers to be Members of the Union

11. It shall not be lawful for the employer to employ or to continue to employ any worker subject to this agreement who is not for the time being a member of the Ohai Branch of the New Zealand Engine-drivers, River Engineers, Marine-engine Drivers, Greasers, Firemen, and Assistants' Industrial Union of Workers.

Scope of this Agreement

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

Term of Agreement

13. This agreement, in so far as it relates to remuneration, shall be deemed to have come into force on the 30th day of June, 1944, and so far as all the other conditions are concerned it shall come into force on the day of the date it is approved by the Court of Arbitration pursuant to the Economic Stabilization Emergency Regulations 1942 and their amendments, and shall continue in force until the 30th day of June, 1946.

Signed on behalf of the Ohai Railway Board—

A. W. RODGER, General Manager.

Signed on behalf of the New Zealand Engine-drivers, River Engineers, Marine-engine Drivers, Greasers, Firemen, and Assistants' Industrial Union of Workers—

W. C. McDONNELL, Agent.