

OHAI RAILWAY BOARD TRANSPORT WORKERS—AGREEMENT UNDER LABOUR DISPUTES INVESTIGATION ACT, 1913

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 the agreement made on the 18th day of January, 1950, between the Ohai Railway Board and the Ohai Railway Transport Workers' Guild.

WHEREAS by the Economic Stabilization Emergency Regulations 1942, it is provided that no agreement made in pursuance of the Labour Disputes Investigation Act, 1913, shall come into force until it is filed under section 8 of the said Act: And whereas it is provided further that no such 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 agreement made on the 18th day of January, 1950, between the Ohai Railway Board, of the one part, and the Ohai Railway Transport Workers' Guild, 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 agreement for the purposes of the said regulations.

Dated this 20th day of February, 1950.

[L.S.]

A. TYNDALL, Judge.

OHAI RAILWAY BOARD TRANSPORT WORKERS—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913

THIS agreement is made this 18th day of January, 1950, pursuant to the provisions of the Labour Disputes Investigation Act, 1913, between the Ohai Railway Board (hereinafter referred to as "the employer") and the Ohai Railway Transport Workers' Guild the members of such guild being the workers employed by the employer in the positions mentioned

in the Schedule hereto, such workers being also members of the Nightcaps District Miners' Union (hereinafter referred to as "the workers").

The employer and the workers hereby agree as follows:—

SCHEDULE

Wages

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

	Per Hour.
	s. d.
Senior steam locomotive driver	4 5
Steam locomotive drivers	4 3½
Diesel locomotive drivers and guards	4 3½
Firemen-drivers	4 3½
Firemen who do not hold drivers' certificates	3 11½
Senior brakemen (who after six years' service shall become guards, provided they have in the Boards opinion, the necessary qualifications to drive a Diesel locomotive)	3 11½
Junior brakemen—	
Fifteen up to sixteen years of age	2 2½
Sixteen up to seventeen years of age	2 5½
Seventeen up to eighteen years of age	2 8½
Eighteen up to nineteen years of age	3 0
Nineteen up to twenty years of age	3 6
Twenty years and over	3 11½
Youths in the yards at Wairio and Ohai shall be classed as junior brakemen.	
Junior brakemen under seventeen years of age shall be under the supervision of a senior member of the Board's staff.	
Maintenance staff—	
Ganger	4 2½
Surfacemen	3 11½

Hours of Work

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

(a) For adults and youths alike, forty hours shall constitute an ordinary week's work and eight hours shall constitute an ordinary day's work.

(b) The ordinary working week shall commence on Monday and end on Friday.

(c) All work performed on Saturdays shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

Overtime

3. (a) All time worked in excess of the hours prescribed in clause 2 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.

(b) After nine hours has been worked continuously the worker shall be entitled to a meal allowance of 2s.

Holidays

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

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

(c) For work performed on statutory holidays, double time rates shall be paid in addition to the rate provided in clause 4 (a) hereof.

Annual Leave

5. (a) An annual holiday of two working weeks on full pay shall be granted to all workers coming within the scope of this agreement provided that if at any time the coal mines within the Ohai Railway District shall be closed for a longer annual holiday period than two working weeks a similar holiday shall be granted to the workers affected by this agreement.

(b) As far as possible, the annual leave as per clause 5 (a) shall be taken during the Christmas holiday period but in the event of any worker not receiving the full period to which he is entitled he shall by mutual arrangement between himself and the employer take the unexpired portion at a later date.

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

Sick Leave

6. On production of a satisfactory medical certificate sick leave not exceeding fifteen ordinary working days in any one year on full pay shall be granted to the employees coming within the scope of this agreement.

Bereavement

7. On the death of a worker's father, mother, his wife or children, bereavement leave not exceeding three ordinary working days on full pay shall be granted to the workers coming within the scope of this agreement.

General Provisions

8. (a) Every worker required to report for duty shall receive a minimum of four hours' pay except that on statutory holidays he shall receive a minimum of eight 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.

(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 and one greatcoat every two years.

Diesel and Leyland loco. drivers, guards, brakemen and youths employed in the yards: One complete uniform with an extra pair of trousers per year and oilskin coat and leggings every two years.

Maintenance staff: An oilskin coat, leggings and a field cap every two years.

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

(j) On the Ohai Railway extension from the Star Mine onwards, where there is no shelter in inclement weather, the employer shall provide adequate shelter for the maintenance staff, either stationary or mobile.

(k) Pay dockets shall be issued to all workers, at least one day before pay day.

Termination of Employment

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

General Orders Under Rates of Wages Emergency Regulations 1940

10. The rates of remuneration prescribed in this industrial agreement are not to be increased by the application of the provisions of the Court's general orders of the 9th August, 1940, and 31st March, 1942.

Disputes

11. Should any worker or workers have any complaint or dispute they shall first lay the dispute or complaint to the Traffic Manager. Failing a satisfactory outcome, they shall contact their workers' representative who shall in turn attempt to settle the dispute with the Traffic Manager. If this is not successful, a disputes committee shall be set up consisting of three members of the Board and three representatives of the workers. Failing a settlement, the committee as comprised shall mutually decide upon a chairman in addition to the six members of the disputes committee who shall have the power to decide the issue by vote, this decision to be final.

Scope of This Agreement

12. This agreement shall apply only to the parties named herein and only to workers who are members of the Nightcaps District Miners' Union.

Terms of Agreement

13. This agreement in so far as it relates to remuneration shall be deemed to have come into force on the 1st day of October, 1949, and shall continue in force until the 30th day of September, 1951.

Signed on behalf of the Ohai Railway Board—

R. G. STARK, Clerk.

Signed on behalf of the workers—

H. W. E. POPE.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Dunedin, pursuant to section 8 (1) of the said Act, on the 27th day of February, 1950.