

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

This agreement made this 7th day of May 1973 pursuant to the provisions of the Labour Disputes Investigations 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	
	\$	c
Diesel Locomotive Drivers	1	74
Maintenance Staff —		
Ganger	1	74
Surfaceman	1	43
Ohai Yardmaster	1	53

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, 40 hours shall constitute an ordinary week's work 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 at the rate of time and a half for the first three hours and double time thereafter.

(b) After nine hours have been worked continuously, the worker shall be entitled to a meal allowance of 0.375c.

HOLIDAYS

4. (a) The following days shall be recognised 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 statutory holidays double time rates shall be paid in addition to the rate provided in clause 4 (a) hereof.

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

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 12 months' service shall be allowed a proportionate holiday on full pay.

LONG SERVICE PROVISION

6. Every worker coming within the scope of this agreement shall, after five years continuous service, be entitled annually to four extra days' wages, based on eight ordinary hours' at their appropriate rate.

SICK LEAVE

7. On production of a satisfactory medical certificate, sick leave not exceeding 15 ordinary working days in any one year on full pay shall be granted to the employees coming within the scope of this agreement. Increases in sick leave will be considered by the Board at its discretion upon application by an employee who should be ill for a period in excess of 15 working days.

BEREAVEMENT

8. 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

9. (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) Proper and practical protection for the men from the inclemency of the weather shall be provided on all locomotives.

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

(d) Adult workers shall be guaranteed 80 hours' work per fortnight.

(e) In lieu of clothing supplied, a monetary allowance of 0.125c per hour on all hours worked as from 1 April 1956 will be paid to employees coming within scope of this agreement.

(f) Every train leaving Wairio or Ohai of more than 15 vehicles shall have a guard or brakesman in charge.

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

(h) 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.

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

LEAVE FOR RECREATIONAL PURPOSES

10. Any employee whose service in the Board since the date of his last engagement is 12 months or more continuously shall be granted leave on pay for recreational purposes under the following conditions:

- (a) The leave on pay shall be one day or, at the option of the employee, two half-days in each leave year.
- (b) The leave shall be granted at such time or times as are convenient to the Board.
- (c) Recreational leave not taken at the end of a leave year shall be forfeited.
- (d) When an employee resigns, retires, or otherwise leaves the Board during a leave year recreational leave not taken at the date of the employee's last day on duty shall not be paid for.
- (e) Time booked as recreational leave shall be paid for at ordinary rate and shall not be taken into account for overtime nor for the purpose of determining the number of shifts worked in any week.
- (f) For the purpose of payment the day of recreational leave shall be deemed to consist of eight hours.

TERMINATION OF EMPLOYMENT

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

DISPUTES

12. 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 dispute 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 dispute committee who shall have the power to decide the issue by vote, this decision being final.

SCOPE OF AGREEMENT

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

TERMS OF AGREEMENT

14. This agreement in so far as it relates to the remuneration shall be deemed to have come into force on the 26th day of October 1972 and shall continue in force until the 30th day of September 1973.

The Ohai Railway Board by its authorised agent:

G. R. Swanson.

The Ohai Railway Transport Worker's Guild by its authorised agent:

C. E. Beaman.

(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 1st day of June 1973).