

## SOUTHLAND OYSTER OPENERS—AWARD

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Southland Oyster Openers and Other Depot Employees Industrial Union of Workers (hereinafter called “the union”) and the undermentioned firms and companies (hereinafter called “the employers”):

Barnes Oyster Co., Dee Street, Invercargill.  
 Fresh Oysters Ltd., 83 Clyde Street, Invercargill.  
 Fresh Oysters Ltd., Barrow Street, Bluff.  
 Johnston Bros. Oyster Factory, Slaney Street, Bluff.  
 Neptune Brand Ltd., Oyster Division, Conon Street, Invercargill.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect on the day of the date hereof and shall continue in force until the 16th day of December 1960 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 16th day of December 1959.

[L.S.]

A. TYNDALL, Judge.

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 SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to employees working in oyster opening establishments engaged in the opening, washing, counting, and preparation of fresh oysters for the wholesale trade.

*Hours of Work*

2. (a) For oyster openers the hours of work shall be between 7 a.m. and 5 p.m., five days of the week, Monday to Friday and five hours—7 a.m. to noon on Saturdays.

(b) In the event of the manager requiring a "cut-out" on any particular day in order to save oysters from deterioration these hours can be extended until 6 p.m. on week days or to 1 p.m. on Saturdays.

(c) For all other labour employed, i.e. female packing staff, general hands, etc., the hours of work shall be 40 per week, Monday to Friday, between the hours of 8 a.m. and 5 p.m.

(d) One hour shall be allowed for luncheon each day but it can be mutually agreed between employer and worker that a shorter lunch hour be observed.

### *Wages*

3. (a) Oyster openers may be employed on piecework. The minimum piecework rate shall be 3½d. per dozen for all oysters opened. "Oysters opened" is defined as those oysters that are placed in containers and packed. Any oysters rejected for size, or because of damage such as cuts, tears etc., are not to be counted. On request to the manager of the factory, an oyster opener shall be entitled to view the oysters so rejected.

(b) All male workers, other than oyster openers, employed on an hourly basis shall receive a rate of 6s. 8½d. per hour.

(c) The employers may require the openers to "clean up" their opening room, this cleaning up to be paid at the rate of 10s. per day worked. In the event of no one wishing to do this work the cleaning up shall be decided by lot and the person so appointed shall clean the opening room. This shall include the cleaning of sumps when required. The cleaning up to be done to the satisfaction of the manager.

(d) Females employed in the establishment shall be paid the following minimum wages:

	Per Week		
	£	s.	d.
For the first six months	6	6	0
For the second six months	6	16	6
For the third six months	7	7	0
For the fourth six months	7	17	6
For the fifth six months and thereafter	8	8	0

Experience shall count from the time a female commenced work at any oyster opening establishment.

(NOTE—Attention is draw to the Minimum Wage Act 1945 and the above scale of wages is subject to the provisions of that Act.)

### *Payment of Wages*

4. (a) All wages shall be paid weekly, not later than Thursday of each week. Each worker shall be supplied with details as to how the wage is made up.

(b) In the event of pay day being a holiday, wages shall be paid under the same conditions as set out in subclause (a) of this clause, on the day succeeding the holiday.

(c) The employer may deduct from the wages of weekly workers on account of time lost through sickness or default.

### *Terms of Employment*

5. (a) Not less than seven days' notice in writing shall be given by either party of termination of the employment except in the case of casual hands, but nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

(b) Failure to give the required notice shall render the employer liable to pay one week's wages in lieu and in the event of the worker failing to give the required notice he shall be liable to forfeit one week's wages in lieu. For the purpose of this subclause the wages for an oyster opener shall be £2 12s. 6d. per working day.

(c) When a worker is discharged or leaves under the preceding subclause he shall be paid all wages immediately upon ceasing his employment: Provided that where the requisite notice has not been given by the worker he shall be paid on the next regular pay day.

#### *Overtime*

6. All work done outside or in excess of the daily hours fixed in clause 2 of this award shall count as overtime and shall be paid for at the rate of time and a half.

#### *Holidays*

7. (a) The following holidays shall be allowed and paid for: Good Friday, Easter Monday, Easter Tuesday, Anzac Day, and the birthday of the reigning Sovereign.

(b) In the event of a holiday other than Anzac Day falling on a Saturday or a Sunday such holiday shall be observed on the following Monday.

(c) For the purpose of computation of holiday pay a working day for an oyster opener shall be deemed as £2 12s. 6d. per day.

(d) Holidays shall be allowed in accordance with the Annual Holidays Act 1944.

#### *First-aid Equipment*

8. The employer shall provide and shall keep in a convenient place in his works a fully equipped first-aid emergency case, this equipment to be used only for accidents occurring on the employer's premises and not for general padding of the hands.

#### *"Smoke-oh"*

9. Ten minutes shall be allowed each worker each morning and afternoon for "smoke-oh".

#### *Stoppage of Work*

10. Any worker (other than a weekly worker) attending at the place of work at the request of the employer and being stood down by reason of there being no work, shall receive two hours' pay at ordinary rates.

#### *General Provisions*

11. (a) All sacks of oysters shall be placed in a stack or stacks as close as possible to the opening benches. Under the directions of the manager of the factory oyster openers shall take or lift sacks from the stacks, and tip the oysters on the bench.

(b) Where deemed reasonably necessary, the employer shall provide adequate trucks or barrows so that oyster openers can conveniently transport the sacks of oysters from the stacks to their benches.

(c) Where sacks are used for shells, oyster openers shall change sacks as required.

(d) Oysters shall be counted by the system nominated by the employer, provided the system ensures an accurate count of marketable oysters.

(e) All workers other than oyster openers on piecework shall be supplied with boots, aprons, and protective clothing.

(f) The maximum weight to be lifted single-handed by a female shall not exceed 36 lb.

(g) A morning and afternoon break of 10 minutes shall be allowed to all workers without deduction of pay.

(h) Toilets and wash-basins with hot and cold water shall be supplied for the use of workers.

(i) Provision shall be made to enable workers to change and dry their clothes, and accommodation shall be supplied in which workers may partake of their meals.

#### *Meal Money*

12. Employers shall allow meal money at the rate of 4s. per meal where workers are required to work after 6 p.m.: Provided such workers cannot reasonably get home for a meal.

#### *Right of Entry*

13. (a) The secretary or other authorised officer of the union shall, with the consent of the employer (which consent shall not unreasonably be withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any worker, but not so as to interfere with the employer's business.

(b) The union shall have no right to hold any meetings in any employer's premises. The right of entry given above is for individual interview.

(c) Upon written application by the secretary of the union the employer shall supply the names of all workers in his employ who are engaged in work coming within the scope of this award but the employer shall not be under any obligation to supply such information more than once every six months.

#### *Disputes*

14. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the Conciliation Commissioner who shall 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 notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

#### *Workers to be Members of Union*

15. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award within the industrial district in which he is employed.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 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 award for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

*Under-rate Workers*

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

*Application of Award*

17. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within that portion of the industrial district to which this award relates.

*Scope of Award*

18. This award shall operate throughout that portion of the Otago and Southland Industrial District which is comprised in the former Province of Southland.

*Term of Award*

19. This award shall come into force on the day of the date hereof and shall continue in force until the 16th day of December 1960.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 16th day of December 1959.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The matters referred to and settled by the Court related to wages (clause 3 (a)), stoppage of work (clause 10), general conditions (clause 11), and term of award.

The industry to which the award applies (clause 1) has been altered by the Court so as to conform to the membership rule of the union of workers.

A TYNDALL, Judge.