

INDEPENDENT FISHERIES LTD. AND UNITED FISHERIES LTD. OYSTER OPENERS' AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913

THIS industrial agreement is made in pursuance of the Labour Disputes Investigation Act 1913 this 24th day of May 1961, between the Canterbury Wholesale Oyster Openers Society (Incorporated) (hereinafter called the society) of the one part and Independent Fisheries Ltd. and United Fisheries Ltd. (hereinafter called the employer.) Now this agreement witnesseth and it is hereby mutually agreed by and between the parties hereto, as follows:

1. That the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

*Industry to Which Agreement Applicable*

1. This agreement shall apply to the industry of opening oysters for the wholesale trade and to employees employed thereat provided however that no further handling or processing of the oysters shall be performed under the agreement.

*Hours of Work*

2. (a) The hours of work for oyster openers shall be between 7 a.m. and 9 p.m. on Tuesday, Wednesday, Thursday, and Friday, and between 7 a.m. and 5 p.m. on Saturday and Sunday.

(b) If because of exigencies of trade workers are required to commence work at 6 a.m. on any of the days Tuesday to Friday inclusive mentioned in (a) hereof, work shall cease at 8 p.m.

(c) In the event of the manager requiring a "cut out" on a Sunday in order to save oysters from deterioration the finishing hour may be extended to 6 p.m.

(d) One hour shall be allowed for luncheon each day but subject to agreement between the employer and the workers a lesser period may be allowed with a minimum of half an hour.

*Wages*

3. (a) The ordinary rate of remuneration for oyster openers capable of opening a minimum of 56 dozen per hour shall be 7s. 6d. per hour. For all others the minimum rate shall be 5s. 1d.

(b) Oyster openers may be employed on piecework. The minimum piecework rate shall be 3½d. per dozen for all oysters opened. "Oysters opened" shall mean for the purpose of this clause, oysters which are placed in containers and packed by workers other than oyster openers. Any oysters rejected for size or for other reason e.g. mutilation, spawning, discolouration shall not be counted: Provided that an experienced opener called upon to work outside the hours specified in clause 2 (a) and (b) shall receive 3½d. per dozen for oysters opened outside those hours in lieu of the rate hereinbefore mentioned: provided always that the worker has worked on the previous day and has done a reasonable days work according to his abilities and experience.

*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.

*Terms of Employment*

5. (a) Not less than two days notice 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 two days wages in lieu and in the event of the worker failing to give the required notice he shall be liable to forfeit two days' 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.

NOTE—For the purpose of this clause a casual shall be a worker for whom oyster opening is not primary employment.

*Overtime*

6. All time worked outside of the daily hours Tuesday to Friday mentioned in clause 2 (a) and (b) shall be overtime and paid for at one half as much again as the ordinary rate prescribed in clause 3 (a). Time worked outside the daily hours prescribed for Saturday and Sunday work shall be paid for at double the ordinary rate prescribed in clause 3 (a).

*Saturday and Sunday Work*

7. For time worked after 12 noon on a Saturday as part of the workers ordinary hours the worker shall be paid for at one half as much again as the ordinary rate prescribed in clause 3 (a) hereof.

For time worked on Sundays as part of the workers ordinary hours the worker shall be paid for at double the ordinary rate prescribed in clause 3 (a) hereof.

*Holidays*

8. (a) The following holidays shall be allowed to permanent bona fide hands and paid for: Good Friday, Easter Monday Anzac Day and the birthday of the reigning Sovereign.

(b) Anzac Day shall be observed on the day on which it falls and Easter Monday and the birthday of the reigning Sovereign shall be observed for the purpose of this award on Tuesday.

(c) For the purpose of computation of holiday pay a working day for a permanent worker under this agreement shall be deemed as £2 12s. 6d.

(d) Any work done on any of the holidays or days observed in lieu thereof referred to in subclause (a) shall be paid for at double the ordinary rate prescribed in clause 3 (a).

*First Aid Equipment*

9. 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"*

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

*General Provisions*

11. (a) Sacks of oysters shall be placed in a stack or stacks as close as possible to the opening benches. Oyster openers shall take sacks from these stacks and shall tip the oysters on the bench.

(b) The employers shall provide adequate trucks or barrows so that openers can conveniently transport the oysters from the stacks to their benches.

(c) Where sacks are used for shell, openers shall change shell sacks as required and shall place the shell sacks in some convenient position as directed by the factory management.

(d) Oysters shall be counted by the system nominated by the employer provided always that such system assures of an accurate count of oysters opened.

(e) Provision shall be made to enable workers to dry their clothes and a place shall be set aside wherein they can partake of their meals.

*Right of Entry*

12. (a) The secretary or other authorised officer of the Canterbury Wholesale Oyster Openers' Society (Inc) shall with the consent of the employer (which consent shall not unreasonably be with-held) be entitled to enter at all reasonable times upon the premises or works and there to interview any worker but not so as to interfere with the employers' business.

(b) The said society have no right to hold meetings in any factory premises. The right of entry given above is for individual interview.

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

*Disputes*

13. The essence of this agreement being that the work of the employer shall proceed in the customary manner and shall not on any account whatsoever be impeded it is provided that should any question arise incidental to or arising out of the interpretation of the agreement or any dispute exist as to any matter not provided for in this agreement the matter shall be referred to a committee comprising two representatives of the employer and the president and secretary of the society. The parties shall appoint an independent chairman who may be the Conciliation Commissioner for the district. The decision of the committee shall be final and binding upon the parties.

*Workers to be Members of the Society*

14. (a) So long as the rules of the society provide that every person who is obliged to become a member of the society by the operation of this clause shall be entitled to become a member of that society on application made in accordance with its rules, and so long as the rules of the society impose no limit to membership against applicants of good character, it shall not be lawful for an employer bound by this agreement to employ or to continue to employ subject to this agreement any worker who is not for the time being a member of the Canterbury Wholesale Oyster Openers Society Inc.

(b) All oyster openers whether casual or permanent, upon application to an employer and before commencing work at the bench, shall pay to the secretary or delegate, the sum of 5s. which will entitle that person to a receipt for such moneys and he shall then become a provisionary member of this society and will be deemed to be a financial member for a period of two weeks and subject to all the provisions of this agreement and any shed rules prevailing.

(c) In the event of a learner oyster opener wishing to relinquish his place at the bench at the end of the day or any part thereof, and provided he gives notice of his intentions, he may leave forthwith and shall be entitled to a refund of the 5s. membership into the society.

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

*Scope of Agreement*

15. This agreement shall bind only the original parties hereto.

*Term of Agreement*

16. This agreement shall come into force on the day of the date hereof and continue in force until the 31st day of January 1962.

Signed for on behalf of—

Independent Fisheries Ltd.:

(Sgd.) H. L. SHADBOLT.

United Fisheries Ltd.:

(Sgd.) J. E. SMITH.

Canterbury Wholesale Oyster Openers Society Inc.:

(Sgd.) L. H. KENDRIK, President.

(Sgd.) C. R. TOWNSEND, Secretary.

[NOTE—This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Christchurch, pursuant to section 8 (1) of the said Act, on the 24th day of May 1961.]