
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 under-mentioned persons and firms (hereinafter called "the employers"):

Barnes Oysters Ltd., P.O. Box 844, Invercargill.

Boyd, A. A., 26 Henderson Street, Bluff.

Fowler and Roderique Ltd., 34 Kelvin Street, Invercargill.

Fresh Oysters Ltd., P.O. Box 103, Invercargill.

Haywood, J. B., 174 Marine Parade, Bluff.

Johnsons Oysters, care of W. Johnson, Bluff.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned 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 as hereinafter provided and shall continue in force until the 25th day of November 1965 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 25th day of May 1964.

[L.S.]

K. G. ARCHER, Judge.

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 ordinary hours of work shall not exceed 40 per week and eight per day to be worked on five days of the week, Monday to Friday inclusive, between the hours of 7.30 a.m. and 5 p.m.

(b) In the event of the manager requiring a "cut-out" on any particular day to save oysters from deterioration the foregoing hours may be extended until 6 p.m.

(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 may be mutually agreed between the employer and worker that a shorter lunch hour be observed.

Wages

3. (a) Oyster openers shall be employed on piecework and the minimum piecework rate for all oysters opened shall be 3½d. per dozen. Oysters rejected 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 oysters so rejected.

(b) All male workers, other than oyster openers, employed on an hourly basis shall receive a rate of 7s. 2d. 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. 3d. 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 three months	6	15	0
For the second three months	7	5	0
For the third three months	7	15	0
For the fourth three months	8	10	0
For the fifth three months and thereafter	9	0	0

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

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

Minimum Weekly Payment

4. (a) If in any week the wages payable to an oyster opener under this award are less than £11 11s. and if such worker has reported for work as and when required, and has remained in the employment for the whole of the week, the employer shall pay to such worker for that week an amount sufficient to equate his wage to £11 11s.

(b) Payment for statutory holidays and the ordinary rate equivalent only, of any overtime worked, may be counted for the purposes of this clause. "Week" shall mean the pay week in each establishment, Monday to Saturday inclusive.

(c) Absence due to family bereavement shall not abrogate the minimum wage but it may be reduced by one-fifth for each day so absent.

Payment of Wages

5. (a) All wages shall be paid weekly, not later than noon on 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

6. Not less than five normal working days' notice shall be given by either party of termination of the employment, but nothing in this clause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

Overtime

7. All work done outside of or in excess of the hours fixed in clause 2 shall count as overtime and shall be paid for at one half as much again as the ordinary rate.

Holidays

8. (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 for the holidays mentioned in subclause (a) a working day for an oyster opener shall be deemed as £2 17s. 4d. per day.

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

Work on Sundays and Holidays

9. Time worked on Sundays or time worked on any of the holidays specified in subclause (a) of clause 8 hereof shall be paid for at double the ordinary rate.

First Aid Equipment

10. 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.

Smoko

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

Stoppage of Work

12. 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

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

(h) Provision shall be made to enable workers to change and dry their clothes and a locker shall be provided for each worker.

(i) Accommodation shall be supplied in which workers may partake of their meals.

(j) Each employer shall provide a suitable vice and grindstone which he shall keep in good order for oyster openers to sharpen and repair their knives.

Gear Allowance

14. A gear allowance of 6s. 6d. shall be paid each oyster opener for each week of his employment, this amount to be paid weekly.

Meal Money

15. Employers shall allow meal money at the rate of 5s. 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

16. (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

17. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute has arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference as the same shall arise shall be referred to a committee to be composed of three representatives of each side, together with an independent chairman, to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Unqualified Preference

18. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

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

Under-rate Workers

19. (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

20. 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

21. 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

22. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 27th day of April 1964, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue into force until the 25th day of November 1965.

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 25th day of May 1964.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The matters referred to and settled by the Court related to hours of work (clause 2 (a)), wages (clause 3), minimum weekly payment (clause 4), payment of wages (clause 5 (a)), terms of employment (clause 6), holidays (clause 8 (c) and (d)), claim concerning manner of engagement, gear allowance (clause 14), and term of award, including the operative date of provisions relating to wages.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 18 in the award in the form in which it was agreed upon in the Council of Conciliation.

K. G. ARCHER, Judge.