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## **Southland Oyster Catchers and Bedmen — Voluntary Agreement**

Dated 1/9/77

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Note: See clause 13 herein for the date on which rates of wages come into force.

Sec. 141

Form 5

Under the Industrial Relations Act 1973  
SUBMISSION OF VOLUNTARY SETTLEMENT FOR FILING

In the matter of the Industrial Relations Act 1973; and in the matter of the Southland Oystermen's Society (herein referred to as "the Society") dispute of interest between Awarua Oyster Company Limited, Bluff Fish and Oyster Company Limited, Direct Fish and Oyster Supply Company Limited, Fowler and Roderique Limited, Foveaux Strait Oyster and Fish Supply Company Limited, Johnson's Oysters, Medora Fisheries, Mountfort Fishing Company Limited, Otakou Fisheries Limited, Robert Russell Limited, Stewart Island Canneries Limited, Skeggs Foods (International) Limited, Urwin and Company Limited, Fisheries (South Island) Limited and the Southland Oystermen's Society (herein referred to as "the Society").

To the Registrar of the Industrial Commission:

We hereby submit to you a signed copy of the terms of voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant to Section 141 of Part X of the Industrial Relations Act 1973, for Filing with the Industrial Commission as a Collective Agreement.

Dated at Invercargill this 15th day of January 1977.

Signature of Parties –

For and on behalf of –

Awarua Oyster Company Limited:	M. W. Christie.
Bluff Fish and Oyster Company Limited:	H. C. Robjohns.
Direct Fish and Oyster Supply Company Limited:	W. E. Johnson
Foveaux Strait Oyster and Fish Supply Company Limited:	S. W. Jones.
Johnson's Oysters:	W. E. Johnson.
Medora Fisheries:	W. E. Johnson.
Mountfort Fishing Company Limited:	W. E. Johnson.
Otakou Fisheries Limited:	G. Ashes.
Fowler and Roderique Limited:	W. M. Fowler.
Robert Russell Limited:	H.C. Robjohns.
Stewart Island Canneries Limited:	S. W. Jones.
Skeggs Foods (International) Limited:	S. Skeggs.
Urwin and Company Limited:	W. R. Urwin.
Fisheries (South Island) Limited:	B. R. Walker.

ARRANGEMENT OF AGREEMENT

Clause Number	Title
1	– Industry to which Agreement Applies
2	– Wages
3	– Clothing Allowance
4	– General Conditions
5	– Payment of Wages
6	– Annual Holidays
7	– Sick Pay
8	– Disputes
9	– Personal Grievances
10	– Deduction of Society Dues
11	– Preference
12	– Scope of Agreement
13	– Term of Agreement

## INDUSTRY TO WHICH AGREEMENT APPLIES

1. This Collective Agreement shall apply to Oyster Catchers and Bedmen employed in the Southland Oyster Trade.

## WAGES

## 2. (a) Crewmen, Engineer, Master, Bedmen:

(i) All crewmen, engineers, and masters shall be paid at the rate of \$1.38 per sack per man, but from the foregoing rate there shall be deducted the sum of \$4.00 for every day or part day on which oysters are landed, to be paid to crewmen, engineers and masters to compensate for ships stores and expendable gear.

(ii) In addition to the above rate the engineer on each vessel shall be paid 6.5 cents per sack as reimbursement expenses incurred in carrying out their extra duties.

The master of each vessel shall be paid 20 cents in addition per sack as reimbursement of expenses incurred in carrying out their extra duties.

(iii) All workers employed on an hourly rate basis shall receive \$3.00 per hour.

## (b) Change of Dredge:

(i) To be paid at \$3.00 per hour for work done.

(ii) Change of Wire: Three men one hour each at \$3.00 per wire changed.

## (c) Bed Hands:

(i) Leading hands \$70.00 per week.

(ii) Assistants \$68.00 per week.

## (d) Stand-by Men:

(i) Stand-by men to be paid \$6.00 per day and notice to be given in advance when they are required.

(ii) Stand-by men to be for a maximum of 4 days.

(iii) Stand-by men to be paid in cases of sickness or the death of a close relative, the Master to notify the Merchant the name of the stand-by man.

(iv) After being off sick for 4 days and on the production of a doctor's certificate, the stand-by man will become a replacement until such time as the original crewman is fit to return to work.

## CLOTHING ALLOWANCE

3. (a) Crewmen, Engineer, Master and Bedmen – (i) A Clothing Allowance of \$100.00 for the complete season shall be paid to each crewman, engineer and master no matter of what duration. One sixth of \$100.00 to be paid for each full month worked by those who fail to complete the full season.

(ii) A Clothing Allowance of \$1.50 per week shall be paid to bedhands employed for the duration of the oyster season.

## GENERAL CONDITIONS

4. (a) Complement – (i) The crew of an oyster trawler shall consist of five men.

(ii) Duties of Engineers: To run the motors, keep motors and the engine room, clean and change oil and all filters as required. Obtain fuel and oil as required. Attend to all necessary adjustments and repairs not requiring outside engineers. Maintain winch, steering gear, windlass, and pump bilges as required.

(iii) Duties of Bedhands: To meet vessels and assist with lines. To weigh sacks and adjust as required. Brand and supply sacks. Make ringbags as required and to keep two spare ringbags on hand at all times. Obtain essential supplies for the vessels as requested by the Masters and, or Owners. Keep shed clean and tidy.

Any replacements of bedhands to be made with the consent of the Employer or his representative.

(iv) **Weight of Bag:** The weight of each oyster sack to be 174 lbs of cleanly-culched oysters, the Leading bedhand to be responsible for the weight of each bag before it leaves the landing site.

(v) **Facilities:** (i) Each week an oysterman shall be entitled to open alongside the wharf, a box of oysters for his home consumption only. In addition to the above, additional oysters may be obtained on request to the master of the vessel in advance, who shall confirm such requests from the vessel's owner concerned.

(ii) No passengers to be carried on the Oyster vessels.

(iii) No unauthorised person or persons to be aboard the vessels at the Wharf.

(iv) The Employers to provide facilities on their premises for the Bedhands and their gear.

(vi) **Industry Committee:** (i) There shall be set up an Industry Committee consisting of three (3) persons from the Southland Oystermen's Society and three (3) persons from the Bluff Oyster Boat Owners and Merchants for the purpose of overseeing the proper administration of the total agreement in the interests of all the parties and Industry as a whole.

(ii) Any problems arising from the administration of the agreement shall be referred to the Industry Committee.

#### PAYMENT OF WAGES

5. Wages shall be paid fortnightly and available not later than 4 p.m. on the second working day after the end of the work period, or on termination of employment. The following days shall be observed as Holidays; all Saturdays and if required two other days during the Oyster Season. Seven days' notice shall be given to the Employers in respect of such two days. It is agreed that one of these days shall be the Sunday before Queen's birthday. Good Friday, Easter Monday, Anzac Day and the Birthday of the reigning Sovereign shall be observed as paid holidays. Men leaving the Industry shall give the Employer twenty-four hours' notice (likewise Employers shall give twenty-four hours' notice when terminating employment).

#### ANNUAL HOLIDAYS

6. (i) Annual Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944 and amendments.

(ii) Upon completion of ten years' continuous service with the same employer each worker shall for the tenth and subsequent years be entitled to an annual holiday of four weeks instead of three weeks as provided in Subclause (i) hereof. The fourth week's holiday may be taken in conjunction with or separately from the first three weeks as the employer may decide.

(iii) The employer shall give to each worker not less than two weeks' notice of the date of his annual holidays.

#### SICK PAY

7. (a) After 12 months' continuous service with the same employer a worker shall be entitled in each subsequent year of service to sick pay for up to three days calculated at the rate of his ordinary pay.

(b) Sick pay shall not be paid in respect of any statutory or agreement holiday for which the worker is entitled to full pay.

(c) Sick pay for a day shall be calculated according to the number of working days for which the worker's ordinary weekly pay is paid.

- (d) Absence of one day only shall not be paid.
- (e) A claim for sick pay shall be supported by a medical certificate if required by the employer.
- (f) The worker shall ensure notice is given to the employer where practicable prior to the normal starting time on the first day of absence due to illness.
- (g) The employer shall also have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.
- (h) This clause shall not apply to absence covered by accident compensation.

### DISPUTES

8. The disputes clause as provided for in Section 116 of the Industrial Relations Act 1973.

### PERSONAL GRIEVANCES

9. Personal grievances clause as provided for in Section 117 of the Industrial Relations Act 1973.

### DEDUCTION OF SOCIETY DUES

10. It is agreed that each Merchant, once per year, shall deduct from each Society member's wages, the amount of Dues set out in writing by the Society.

### PREFERENCE

11. The Employer parties to this Agreement shall, in the engagement of subsequent employment of Oystermen and Bedhands, hire and give preference only to those workers who are members of the Southland Oystermen's Society and who are fully financial in that Society and in the event that there be an insufficient number of such members available when required, then and only in such case the Employer may engage and employ men, not at that time financial members of the Society, on the following conditions:

- (i) That such men, shall within 48 hours from the commencement of their employment apply for membership in the Southland Oystermen's Society.
- (ii) That such men, if accepted by the Southland Oystermen's Society, shall continue to be employed for only so long as they remain financial members of the Society.
- (iii) That such men's employment be terminated at the expiration of the said period of 48 hours unless consent in writing is supplied by the Society to their application for membership.

### SCOPE OF AGREEMENT

12. This Agreement shall operate only in the Southland Industrial District.

### TERM OF AGREEMENT

13. This Agreement, 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 15th day of January 1977 and so far as all other provisions of the agreement are concerned, from the commencement of the Oyster Fishing Season; and this agreement shall continue in force until the 16th day of January 1978.

Signed on behalf of:

Awarua Oyster Company Limited:	M. W. Christie.
Bluff Fish and Oyster Company Limited:	H. C. Robjohns.
Direct Fish and Oyster Supply Company Limited:	W. E. Johnson.
Foveaux Strait Oyster and Fish Supply Company Limited:	S. W. Jones.
Johnson's Oysters:	W. E. Johnson.
Medora Fisheries:	W. E. Johnson.
Mountfort Fishing Company Limited:	W. E. Johnson.
Otakou Fisheries Limited:	G. Ashes.
Fowler and Roderique Limited:	W. M. Fowler.
Robert Russell Limited:	H. C. Robjohns.
Stewart Island Canneries Limited:	S. W. Jones.
Skeggs Foods (International) Limited:	S. Skeggs.
Urwin and Company Limited:	W. R. Urwin.
Fisheries (South Island) Limited:	B. R. Walker.
The Southland Oystermen's Society:	E. H. Soper, Authorised Agent.

#### MEMORANDUM

Associated with the terms of settlement submitted for filing was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 (Reprint 1976/198). This application has been sustained.

Clause 14 of the agreement purports to continue a preference provision and in this regard the attention of the parties is drawn to the Industrial Relations Amendment No. 2 Act 1976 inserting a new Section 141A.

This voluntary agreement has been filed by the Registrar in accordance with section 141 of the Industrial Relations Act 1973.

Dated at Wellington, this 1st day of September 1977.

(L.S.)

G. O. Whatnall. President.