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Southland Oyster Catchers and Bedmen — Voluntary Agreement

Dated 30/6/80

Note: See Clause 12 herein for the date on which rates of wages come into force.

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

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 Fowler and Roderique Limited and The Southland Oystermen's Society (herein referred to as "the Society").

To the Registrar of the Arbitration Court, P.O. Box 596, Wellington.

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 the Industrial Relations Act 1973 for registration by the Arbitration Court as a Collective Agreement.

Dated at Invercargill this 24 day of April 1980

Signature of Parties

For and on behalf of – Fowler & Roderique Ltd, P.O. Box 169, Invercargill

M. D. Gillick, Authorised Agent

For and on behalf of The Southland Oystermen's Society

E. M. Soper, Authorised Agent.

In the Arbitration Court of New Zealand – Fowler and Roderique Limited in the matter of the Industrial Relations Act 1973 and in the matter of Fowler & Roderique Ltd Dispute of Interest between The Southland Oystermen's Society and Fowler & Roderique Ltd, P.O. Box 169, Invercargill

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SCHEDULE**INDUSTRY TO WHICH AGREEMENT APPLIES**

1. The Collective Agreement shall apply to Oyster Catchers and Bedmen employed in the Southland Oyster Trade in the employ of Fowler and Roderique Ltd.

WAGES

2. (a) Crewmen, Engineer, Master, Bedmen.
- (i) All Crewmen, engineers, and masters shall be paid at the rate of \$2.137 per sack per man, but from the foregoing rate there shall be deducted the sum of \$8.00 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 7.8 cents per sack as reimbursement expenses incurred in carrying out their extra duties.
- The master of each vessel shall be paid 24 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 \$4.488 per hour.
- (b) Change of Dredge:
- (i) To be paid at \$4.488 per hour for work done.
 - (ii) Change of Wire:
Three men one hour each at \$4.488 per wire changed.
- (c) Bed Hands:
- (i) Leading hands \$105.60 per week
 - (ii) Assistants \$102.96 per week
- (d) Stand-by Men:
- (i) Stand-by men to be paid \$9.24 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 Bedman.
- (i) A Clothing Allowance of \$145.20 for the complete season shall be paid to each crewmen, engineer and master no matter of what duration. One sixth of \$145.20 to be paid for each full month worked by those who fail to complete the full season.
 - (ii) A Clothing Allowance of \$1.98 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.

(b) 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 without the prior permission of the owner first being had and obtained. The total number of persons on the vessel shall not exceed the capacity of the flotation equipment on board.
- (iii) No authorised 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.

PAYMENT OF WAGES

5. (a) 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 Queens 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).

(b) For the purpose of computation of holiday pay for holidays mentioned in subclause (a) of this clause a working day for an Oysterman shall be deemed as 8 hours at \$4.488 per hour.

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.

SCOPE OF AGREEMENT

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

TERM OF AGREEMENT

12. 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 1st day of March 1980 and so far as all other provisions of the agreement are concerned, from the commencement of the Oyster Dredging Season; and this agreement shall continue in force until the 28 day of February 1981.

GENERAL WAGE ORDER

13. Any future wage order during the currency of this agreement shall be applied from its effective date.

For and on behalf of Southland Oystermen's Society

E. M. Soper

For and on behalf of Fowler & Roderique Ltd

M. D. Gillick

Dated at Invercargill this 24 day of April 1980

MEMORANDUM

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

Dated at Wellington, this 30th day of June 1980.

(L.S.)

T. M. Brown, Registrar