

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(10232.) FINEGAND FREEZING-WORKERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 24th day of November, 1931, between the South Otago Freezing Co., Ltd., Finegand (hereinafter called "the employers"), of the one part, and the Finegand Freezing-workers' Industrial Union of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the parties as follows:—

SCHEDULE.

Hours of Work.

1. (a) Except where otherwise specified, the ordinary hours of work shall be eight hours (including "smoke-oh"), between 7.30 a.m. and 5 p.m. on five days of the week, and four hours (including "smoke-oh"), between 7.30 a.m. and 12 noon on Saturdays.

(b) One hour shall be allowed for all meals, except where otherwise mutually arranged in any department.

(c) The hours of work for freezing-chamber hands as hereinafter defined shall be eight hours in any twenty-four, reckoning from midnight to midnight. Overtime rates shall be paid for all time worked in excess of eight hours in each twenty-four: Provided that if men are required to work between the hours of 11 p.m. and 6.30 a.m. they shall be paid 6d. extra per hour for all hours worked at ordinary rates within that period of time: Provided also that when a worker who is working overtime at midnight on any day is required to continue working after midnight, the overtime rate shall continue as if the time worked had all been worked on one day, until he has had a break of at least one hour for each two hours' continuous time worked: Provided further that when a worker has worked overtime on any day and is required to recommence work on the following day he shall be paid at the overtime rate for all time worked on such following day, unless or until he has had a break of at least one hour

for each two hours worked. Whenever a worker is being paid overtime rates under the last two provisoes, the rate of overtime payment (after eight hours have been worked at overtime rates) shall be double time. The maximum compulsory break shall be eight hours in any case.

(d) The employers shall be at liberty to start men before the hours mentioned in subclause (a) hereof to do essentially necessary preparatory work for the day's operations without overtime being paid for such work.

(e) In the slaughtering, manure, tallow, oleo, fellmongery, preserving, and engineering departments shifts may be worked to whatever extent may be necessary: Provided that in the manure department this clause shall not apply to men mixing manures; and that in the fellmongery department it shall not apply to workers other than to men working on wool-driers and their assistants, and pieceworkers; and in the pelt department to the men working on fleshing-machines and their assistants, except when more than one shift is worked in the slaughtering department.

(f) For the purpose of this agreement a "shift" shall be deemed to be any consecutive eight hours in attendance all the time, with two "smoke-ohs" and twenty minutes for a meal, or any nine hours with two "smoke-ohs" if one hour allowed for meal; and the work done by men on shift shall be confined to the work of their respective departments.

2. Slaughtering :—	<i>Rates of Pay.</i>	£	s.	d.
All sheep not otherwise specified, per 100	..	2	0	0
All lambs not otherwise specified, per 100	..	1	17	6
Show sheep and lambs, per 100	..	2	6	0
All unshorn sheep after 30th November, double rates.				
Rams and genuine stags, double rates.				
Ram lambs on and after 1st February, rate and half.				
Dead sheep or lambs, when required, each	..	0	1	3½
Back-set lambs, each	..	0	0	7¼
All cattle other than bulls and genuine stags, per head	..	0	2	7
Bulls and genuine stags, per head	..	0	3	1
All bulls and stags to be chopped; if sawn by hand, rate and a half.				
All cattle if sawn by machinery, 10 per cent. reduction on above rates.				
Dead cattle, when required, each	..	0	8	8
Calves up to 60 lb., per head	..	0	0	7
Calves up to 80 lb., per head	..	0	0	9
Calves up to 130 lb., per head	..	0	1	4
Calves, 130 lb. up to 200 lb., per head	..	0	1	11
Calves over 200 lb., cattle rates.				
Pigs up to 120 lb., per head	..	0	1	4
Pigs, 120 lb. and over, per head	..	0	1	11

		£	s.	d.
2. <i>Slaughtering</i> —continued :—				
For every pig singed 2d. shall be added to the above rates.				
For every pig mechanically scudded 4d. shall be deducted from the above rates.				
The ruling of the foreman butcher as to the description of any class of stock shall be final.				
3. <i>Slaughterhouse and Cooling-room Assistants</i> :—				
Boners, after two years, per hour	..	0	2	4 $\frac{1}{4}$
Boners' improvers, first year, per hour	..	0	2	1
Boners' improvers, second year, per hour	..	0	2	2
Boners on piecework, beef, per quarter	..	0	0	10
Boners on piecework, calves up to 80 lb.	..	0	0	7
Floormen on piecework, per 1,000	..	1	9	0
Floormen, per hour	..	0	2	1
Gutmen on piecework, per 100	..	0	4	5
Gutmen on beef, per 100	..	1	1	2
Gutmen, per hour	..	0	2	1
Cooling-floor hands, trimmers, general labourers, and others not otherwise specified	..	0	2	1
Runner-off, per hour	..	0	2	2
Stripper, per hour	..	0	2	5
Meat-grader, if not permanent, per hour	..	0	2	3 $\frac{3}{4}$
Shop-butcher, if not permanent, per hour	..	0	2	4
4. <i>Fellmongery</i> :—				
Pullers—				
From commencement of season to end of April,				
per dozen skins	..	0	0	8 $\frac{1}{4}$
1st May to end of season, per dozen skins	..	0	0	9 $\frac{1}{2}$
Skin-washers, per hour	..	0	2	1 $\frac{1}{2}$
Skin-washers, on piecework—				
August to March, woolly skins, per 100	..	0	2	6 $\frac{1}{2}$
December to March, shorn skins, per 100	..	0	1	5 $\frac{1}{2}$
April and May, all skins, per 100	..	0	1	10
June and July skins, per 100	..	0	2	2
Skin-washers, dollymen, painters, and trimmers, per hour	..	0	2	1 $\frac{1}{2}$
Painters on piecework (to include dagging, trimming, painting, carrying away, and cleaning down), per 100	..	0	3	10 $\frac{1}{2}$
Piece or pie men (piecework at per pound weight on dry wool)—				
November to March, per 10 lb.	..	0	1	10 $\frac{1}{2}$
After March, per 10 lb.	..	0	1	7
(The above rates are applicable where pieces are picked from a sweated heap. In all other cases the rates are to be agreed upon between the employer and the union in accordance with clause 18 hereof.)				

	£	s.	d.
4. <i>Fellmongery</i> —continued :—			
Wool-driers, per hour	0	2	1
Pressers, per hour	0	2	1
Pressers, per bale	0	1	5
Pressers, per bale, if power supplied, 20 per cent. less.			
5. <i>Pelt Department</i> :—			
Limers, per hour	0	2	1½
Fleshers, machine-feeder—			
First three months, per hour	0	2	1
After three months' experience, per hour	0	2	1½
Piecework (including feeding and tailing-off)—			
On sheep, per 100	0	1	6½
On lambs, per 100	0	1	3½
Scudders, per hour	0	2	1
Scudders, piecework, per 100	0	2	1½
Scudders, piecework, by machine, per 100	0	1	2
Pelt-classers and pelt-curers, per hour	0	2	3¾
Workers not otherwise stated, per hour	0	2	1
6. <i>Freezing-chamber Hands</i> :—			
Workers employed in handling frozen produce in freezing-rooms and cold stores, including "running in" and "loading out," whether into wagons, trucks, or lighters, per hour			
	0	2	3
7. <i>Preserving Department</i> :—			
Boners, per hour	0	2	4¼
Tinsmiths, per hour	0	2	2
Second preserver, per hour	0	2	2
All other workers not specified, per hour	0	2	1
8. (a) <i>Manure and Tallow Department</i> :—			
Per hour	0	2	1
(b) <i>Oleo Department</i> :—			
Per hour	0	2	1
9. <i>Hide-house</i> :—			
Leading hands, per hour	0	2	1½
Other workers, per hour	0	2	1

10. *Engine-room* : Greasers, firemen, cleaners, gas-producers, and trimmers, at the rate of 16s. 8d. per watch of eight hours.

Greasers, firemen, cleaners, gas-producers, and trimmers shall work, if required, seven watches per week without extra payment for work done on Sundays and holidays, but shall in that case receive an additional 6d. per hour for the seventh watch. The workers specified in this clause shall have an annual holiday of one week on full pay for each six months' complete service, with a proportionate holiday allowance for each month served if the worker's service is terminated by the employer for any cause other than the misconduct of the worker before the current six months' service has been completed.

When engaged in removing soot from flues workers shall be paid 2s. 4d. per day extra, except on Sundays, when double ordinary rates shall be paid. For the purpose of this agreement a flue shall be deemed to extend from the firing-door of the boiler to the foot of smoke-stack.

11. *Watchman*, per week, £4 18s.

Watchmen regularly employed as such shall work, if required, seven watches per week, and have an annual holiday of seven days for each six months' complete service on full pay. The times within which they shall work shall not be governed by clause 1 hereof, and their hours shall be fifty-six per week.

Overtime shall be paid on the weekly hours in excess of fifty-six hours.

12. *Fitting-shop, Loco.-drivers, Motor-drivers, Horse-drivers, and other Trades*: The rates provided by the awards or industrial agreements governing the particular trades in the district.

13. *Shunters*, if not permanent, per hour, 2s. 1d.

14. Workers not otherwise specified, per hour, 2s. 1d.

15. *Employment of Youths*.—Boys and youths up to the age of nineteen years may be employed in the proportion of one boy or youth to every three men employed in each department (bag-room excepted) at the following rate of wages per week: Under the age of sixteen years, £1 10s. per week; between the ages of sixteen and seventeen years, £1 15s. per week; between the ages of seventeen and eighteen years, £2 5s. per week; between the ages of eighteen and nineteen years, £2 15s. per week; and thereafter the minimum wage.

Overtime.

16. Except where otherwise provided, all time worked in excess of the hours mentioned in clause 1 hereof in any one day shall be considered overtime, and shall be paid for at the rate of time (or rate) and a quarter for the first two hours, and time (or rate) and a half thereafter.

On Saturday afternoons time (or rate) and a quarter shall be paid for all time worked between 12 noon and 1 p.m., and time (or rate) and a half thereafter.

Pullers on piecework shall be paid the following overtime rates when the men are required to work in excess of eight hours daily, viz.: For the first two hours, rate and a quarter; for the second two hours, rate and a half; and thereafter double rates; and shall be paid double rates for work done on Sundays, Christmas Day, and Good Friday, and rate and a half for work done on any of the other holidays mentioned in clause 17.

Nothing in this clause shall apply to piecework other than slaughtermen as provided in clause 1 (a), and to pullers as provided in this clause.

Holidays.

17. (a) Double rates shall be paid for all work done on Christmas Day, Good Friday, and on Sundays. Rate and a half shall be paid for all work done on each of the following days, viz.: New Year's Day, Easter Saturday, Easter Monday, Labour Day, Sovereign's Birthday, and Boxing Day; also on three other holidays to be mutually arranged at the beginning of the season.

(b) The employer may agree with the union to substitute any other day for any of the above-mentioned holidays, and in that event all provisions of this agreement shall apply to such substituted day.

Piecework.

18. Rates of pay for piecework not provided for herein shall be arranged between the employers and the union, and failing agreement shall be referred to the Disputes Committee for settlement.

Contract Work.

19. Where contracts are let all contractors shall pay the workers engaged by them the minimum rate of wages prescribed by this agreement. Every contract shall be in writing, and the employers shall make it a binding term of any such contract that the contractor shall comply with these conditions.

Waiting-time.

20. (a) In every case where slaughtermen are required to wait for work after the arranged time for starting work they shall be paid at the rate of 3s. per hour for all time so waited. In the event of a cut-out, if slaughtermen are required to wait more than fifteen minutes they shall be paid at the rate of 3s. per hour for all time so waited; time to be counted from time the last man cuts out on the board.

(b) Waiting-time for pullers, when they are required to wait more than fifteen minutes, shall be paid for at the rate of 2s. per hour.

(c) In all other departments, should it be necessary at any time to wait for work after the notified time of starting, waiting-time shall be paid for at the specified rate until actual time of starting.

(d) In all cases where men are called out and there is no work or less than two hours' work available they shall receive a minimum of two hours' pay at the rate specified.

(e) When a worker has been notified of intention to work overtime and overtime is not worked, such worker shall receive one hour's pay at overtime rates.

Slaughtermen's Work.

21. (a) The killing and dressing of sheep and lambs shall include killing, taking out tongues, taking off skins, opening up and removing insides, tapping, skinning wool portions of heads and leaving same

attached to skins, taking off heads and trotters, cutting wool-pieces either up or down but not to a greater length than 6 in. below knee or hocks, and leaving all wool-pieces attached to skins if required. Thoroughly clean and wipe up the carcass, scrape back the veins, put on neck-strings or net-sets, if required, and butchers' tags, except where other means of identification are provided; take out neck sweetbreads, and hang off. Properly draw and tie weasands; necks not to be trimmed on floor; not more than two rings of wind-pipe to be left attached to weasand. Breasts and cods to be split and all skins turned out square and free from cuts and scores.

If required, slaughtermen to leave a tuft of wool on "down" lambs.

(b) The killing and dressing of cattle shall include stunning or pithing, bleeding, tying weasands, taking head off, taking tongue out, hoisting to the bleeding-rail, grounding, taking head and feet off, skinning and taking tail off, taking inside and kidneys out, stripping caul, wiping, and cleaning, sawing through rump-bone and to fourth rib from neck into sides, trimming and hanging back.

(c) The killing and dressing of calves up to 80 lb. weight shall include stunning, bleeding, opening up for skinning by winch, skinning by winch, gutting, taking out tongue, and wiping carcass, and hanging off.

(d) The killing and dressing of pigs shall include killing, scalding, scraping, opening up and removing insides, washing, and hanging off.

(e) All butchering on every class of sheep, lambs, cattle, and pigs shall be turned out in a workmanlike manner in accordance with the instructions and to the satisfaction of the foreman butcher.

(f) All animals to be allowed to die before commencing skinning.

Learners.

22. (a) The employer may employ learners on the slaughtering-board. There shall not be more than two learners to one hook. The hooks for learners shall be kept separate from the hooks for slaughtermen as far as practicable.

(b) Learners may be employed in such proportion to the slaughtermen that there shall not be more than one learner to every three slaughtermen or fraction of the first three slaughtermen: Provided that in the event of sufficient competent slaughtermen who are members of the union refusing to engage or work under this agreement or not being available, then the board may be filled with learners.

(c) Except as provided for in paragraph (b) above, not more than one set of learners shall be allowed to work in any one shed on any one shift in any one season: Provided that in the event of a learner proving incapable of carrying on he may be replaced by another learner in the same season.

(d) The employer shall be allowed to have one learner in each beef-slaughterhouse for each two tackles or fraction of the first two. Preference shall be given to men employed as slaughtermen on the mutton-board.

(e) Learners shall be paid at the minimum rate for labourers per hour for the first month; afterwards at the rate specified. The preference clause shall apply to learners.

(f) In engaging learners for the mutton-board, preference (other things being equal) shall be given to members of the union.

(g) No learner shall be employed under the age of eighteen years.

(h) A learner when capable of killing and dressing eight sheep or lambs per hour for freezing purposes to the satisfaction of the foreman butcher shall be deemed to have attained sufficient competency to be removed from the learners' class.

(i) The employers shall employ experienced slaughtermen to teach such learners, or may arrange with slaughtermen who have hooks in the slaughterhouse to teach learners. Such slaughtermen when taken off the board shall be paid the board's average tally rate.

Alteration in Dressing.

23. Should any alteration in the dressing of sheep, lambs, or beef for export be required at any time, then the union shall meet the employers' wishes in this respect. Any adjustment of rates of payment entailed by such alteration shall be mutually agreed upon between the union and the employers.

Preference.

24. (a) If the employer shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such a member, the employer shall dismiss such a worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake same.

The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 3rd day of September, 1930, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this agreement of good character and sober habits to become and continue a member of the union, without ballot or other election, and upon payment of an annual fee (inclusive of entrance fee, if any) not exceeding £1 10s. : Provided, however, that such fee shall not become payable until after the expiration of fourteen days after joining the union.

(c) It is agreed between the parties hereto that the Court shall have the power to delete or vary the provisions of this clause on proof of sufficient cause being given.

Agreement not to apply to Foremen, &c.

25. Nothing in this agreement shall apply to foremen, nor to workers while employed as shepherds, board-walkers, permanent graders, or other officials; nor shall it apply during the off season to any permanent employees, on an annual salary, who during the season are regularly employed in any of the foregoing capacities but who during the off season are put on to do cleaning, whitewashing, and other general work not directly connected with the industry. A leading hand shall not be deemed to be an official.

Payment of Wages.

26. (a) Where possible, wages shall be paid weekly in the employers' time. Two days' lie-time shall be allowed. Any error or omission in the pay-sheet shall be adjusted within forty-eight hours.

(b) If any worker leaves his employment with his employer's consent, or is dismissed by his employer, his wages shall be paid in cash immediately following such leaving or dismissal.

General Conditions.—Slaughtermen.

27. (a) There shall be ten minutes allowed both morning and afternoon for "smoke-oh": Provided that two hours' work shall have been performed since commencing work or since a meal interval, as the case may be.

(b) Material for leggings shall be supplied to slaughtermen at cost price. One set of material shall be supplied to learners free of cost.

(c) An employee shall not cease work at any other time than the arranged time for ceasing work, unless he shall have obtained the permission of the foreman.

(d) Killing-pace for all classes of sheep, lambs, cattle, and pigs shall be regulated by the employers for each slaughterman.

(e) In the event of slaughtermen, either through carelessness or neglect, damaging any skins, hides, or carcasses, the foreman in charge shall have the right to restrict the tally of any such worker, or may instantly dismiss such worker.

(f) A grindstone, driven by power when practicable, shall be provided for every twenty men. A separate stone to be provided for beef-men.

(g) Every outside holding-pen for sheep for immediate killing shall be kept clean, and shall be either metalled, paved, concreted, or roofed.

(h) Except as provided in clause 22 hereof, none but competent men shall be employed as slaughtermen.

- (i) The slaughtering-boards to be kept clean at all times.
- (j) The slaughterhouse to be properly ventilated.
- (k) Dressing, drying, and bath rooms shall be provided as near as possible to the slaughter-board. These shall be kept clean by the employer.
- (l) In order to cut out any mob which may be on hand at knocking-off time, the slaughtermen shall thereafter, if required, slaughter up to three sheep or lambs per man at ordinary rates.
- (m) All daggy sheep and lambs to be dagged by the employer.
- (n) All sheep and lambs to be penned up before being killed.
- (o) Each slaughterman shall be provided with a hook, and not more than two slaughtermen shall be allowed to work in any one pen.
- (p) For the purpose of this agreement each row of hooks shall be considered a board.
- (q) In the dressing of calves up to 80 lb. weight there shall be one team to each tackle and not more than five slaughtermen in each team: Provided that in works at which more than five men to a team can be conveniently employed the management may agree with the union to a larger number of men being employed in a team.

Special Conditions.—Pullers.

28. (1) (a) All pulling shall be paid for at piecework rates.
- (b) All skins shall be counted and placed as conveniently as practicable near each puller who shall be required to pull and sort the wool.
- (c) The methods and general practices in respect of working in this industry that have been in vogue during the past twelve months shall, as far as practicable, apply during the term of this agreement.
- (2) *Wages and Conditions of Learners.*—(a) All learners may be employed for a period not exceeding eighteen months.
- (b) Learners shall be paid at the rate of not less than 6 $\frac{3}{4}$ d. (less 25 per cent.) per dozen during the first six months they are employed in this capacity.
- (c) Learners shall be paid at the rate of not less than 8d. (less 25 per cent.) per dozen during the remainder of the term they are employed in this capacity.
- (d) Learners pulling over thirty skins per hour shall be paid for all skins pulled in excess of that number at journeymen's rates.
- (e) For the purpose of assessing the number of skins pulled, each day shall stand by itself.
- (f) The proportion of learners to journeymen shall not exceed one to three or fraction of the first three.
- (g) Where through slackness of trade or any other cause journeymen are put off work, then learners shall be put off also in the same proportion.

General Conditions.—Departments other than Slaughtermen.

29. (a) Fifteen minutes' spell without stoppage of pay shall be allowed chamber hands for "smoke-oh" both morning and afternoon: Provided that two hours' work shall have been performed since commencing work or since a meal interval, as the case may be.

When loading-out and working the full five hours between meals, fifteen minutes' "smoke-oh" shall be allowed at the end of two and a half hours after each meal: Provided that where loading-out is done at a roadstead port the "smoke-oh" shall be allowed at a time when the lighters have completed loading.

In all other departments (including slaughtermen) ten minutes' "smoke-oh" shall be allowed, both morning and afternoon: Provided that two hours' work shall have been performed since commencing work or since a meal interval, as the case may be.

(b) When working overtime, or when loading out, meal-times shall be at intervals of not more than five hours.

(c) Spells of a reasonable time, but not exceeding ten minutes, shall be allowed chamber hands who are in a heated condition through working outside to cool before entering the freezing-chambers. No deduction shall be made from the men's wages on account of such spell.

(d) All freezing-chambers shall be provided with a light, and adequate provision for communication with the outside.

(e) Disinfectants shall be supplied in any department where necessary.

(f) Clocks shall be placed in every department.

(g) Suitable dressing-rooms shall be provided, with provision for bathing and for drying wet clothes.

(h) All workers, other than slaughtermen and workers in engineering department, to be supplied with materials reasonably necessary to carry on the work, such as overalls, aprons, leggings, clogs, gloves, vamps, shears, knives and steels, gum boots, &c., or materials for making same. All such materials to be replaced by the employer when worn out and beyond repair as the result of fair wear-and-tear, and to remain the property of the employer.

(i) No female worker to be employed in the freezing-works, except in the bag-room and on work suitable for females in the preserving department.

(j) Chambermen's overalls shall be washed weekly by the employer.

(k) Slaughterhouse assistants (including cooling-floor hands, trimmers, and gut-house hands) coming within the scope of this award shall receive a minimum average wage of not less than 8s. per day in each week that they are on the employer's pay-sheet. Where a slaughterhouse assistant is concurrently employed by a company and one or more contractors, only one minimum average wage shall be

payable under this subclause, and any earnings received from any employer other than the principal employer shall not be taken into consideration in calculating the minimum average wage: Provided, however, that the company shall be responsible for payment of such minimum average wage if a contractor fails to pay it. No employer shall terminate the employment of a slaughterhouse assistant on the working-day preceding a holiday except on giving to the assistant seventy-two hours' notice, and the assistant shall be deemed to be on the company's pay-sheet until his employment has been so terminated.

Except in the case of notice as hereinbefore provided, when a slaughterhouse assistant is dismissed and subsequently re-engaged he shall be deemed to be continuously on the employer's pay-sheet during any interval between his dismissal and re-engagement if such interval is less than four days, exclusive of Sundays and holidays.

General Conditions.—All Departments.

30. (a) A hot-water urn shall be provided convenient to the dressing-rooms.

(b) Employers shall provide a first-aid outfit, to be kept as near the board as possible.

(c) Sufficient drinking-water of good quality shall be provided.

(d) When men are requested to work more than two hours' overtime and have not been notified the night previous, a suitable meal, consisting of at least bread, butter, meat, with tea, coffee, or cocoa, shall be provided by the employer.

(e) Suitable bathing-accommodation shall be provided; both hot and cold water to be laid on.

(f) All water supplied for drinking and bathing purposes shall be fresh and clean, and the employers shall not permit or suffer any dressing-room, bathroom, water-closet, or urinal to be or become insanitary.

Management.

31. Subject to the special provisions of this agreement, the employers shall retain and have full power to manage and control their own business and the conduct of their employees in connection therewith, and to make reasonable rules and regulations not inconsistent with the provisions of this agreement relating to the management thereof, and to the hiring, conduct, duties, and dismissal of persons in their employment.

Disputes.

32. The essence of this agreement being that the work of the employer shall always proceed in the customary manner, and shall not on any account whatsoever be impeded, it is provided that if any dispute or difference shall arise between the parties bound by this

agreement, or any of them, whether as to its construction or meaning, or as to any other matter whatever arising out of or connected therewith, every such dispute or difference as the same shall arise shall be referred to a Disputes Committee, consisting of three representatives of each side, for their decision. If no decision is arrived at, then the matter in dispute shall be referred to the Arbitration Court for settlement.

Under-rate Workers.

33. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 fourteen 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 worker 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 Factories 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.

General Order.

34. All rates of remuneration specified in this award shall be subject to the general order of the Court dated the 29th day of May, 1931, with the exception of the rate of 8s. per day specified in clause 29 (k).

35. This agreement shall come into force on the 24th day of November, 1931, and shall continue in force until the 31st day of July, 1932.

In witness whereof the parties have executed these presents the day and year first before written.

Seal of the Finegand Freezing-workers' Industrial Union of Workers was hereunto affixed by order of the union, and the signature of the vice-president, John J. Harper, was hereunto subscribed in the presence of—

[SEAL.]

JOHN J. HARPER.

Witness—W. Hunter.

The signature of the president, George H. McKay, was hereunto subscribed in the presence of—

GEO. H. MCKAY.

Witness—W. Hunter.

The signature of the South Otago Freezing Co., Ltd., is attached to this agreement in respect of all wages and conditions affecting all other than the casing-shed employees.

SOUTH OTAGO FREEZING CO., LTD. :
F. L. NICOLSON, Manager.

Witness—F. T. Gilligan.
