

AUCKLAND AND GISBORNE SHIPS' TALLY CLERKS—
INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942: and in the matter of the industrial agreement, made on the 30th day of November, 1949, between the Northern Industrial District Tally Clerks' Industrial Union of Workers, and H. W. Couldrey, Ltd., Auckland, and others.

WHEREAS by the Economic Stabilization Emergency Regulations 1942, it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: and whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for the approval of the industrial agreement made on the 30th day of November, 1949, between the Northern Industrial District Tally Clerks' Industrial Union of Workers, of the one part, and H. W. Couldrey, Ltd., Auckland, and others, of the other part: Now therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 20th day of December, 1949.

[L.S.]

A. TYNDALL, Judge.

AUCKLAND AND GISBORNE SHIPS' TALLY CLERKS—INDUSTRIAL
AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 30th November, 1949, between the Northern Industrial District Tally Clerks' Industrial Union of Workers, (hereinafter called "the union") of the one part, and—

H. W. Couldrey Ltd., Customs and Shipping Agents, Little Queen Street, Auckland, C. 1.

Auckland Farmers' Freezing Co. Ltd., Tooly Street, Auckland, C. 1.

Blue Star Line (N.Z.) Ltd., Quay Street, Auckland, C. 1.

Dalgety and Co. Ltd., Albert Street, Auckland, C. 1.

Farmers' Co-operative Auctioneering Co. Ltd., Customs Street, Auckland, C. 1.

Fletcher, W. and R. Ltd. Quay Street, Auckland, C. 1.

Frankham, A. G. Fanshawe Street, Auckland, C. 1.

Henderson and Macfarlane, Ltd., Quay Street, Auckland, C. 1.

Huddart Parker Ltd., Quay Street, Auckland, C. 1.

Leonard and Dingley, Endeans Buildings, Auckland, C. 1.
 New Zealand Shipping Co. Ltd., Quay Street, Auckland, C. 1.
 Northern Steamship Co. Ltd., Quay Street, Auckland, C. 1.
 O'Loughlan, J. B., Fort Street, Auckland, C. 1.
 Pell, A., Shipping Agent, Ferry Buildings, Auckland, C. 1.
 Shaw, Savill and Albion Co. Ltd., Endeans Buildings, Auckland,
 C. 1.
 Union Steam Ship Co. of New Zealand Ltd., Quay Street, Auckland,
 C. 1.
 Watkins and Wallis, Quay Street, Auckland, C. 1.
 Westfield Freezing Co. Ltd., Quay Street, Auckland, C. 1.
 Blue Star Line, Childers Road, Gisborne.
 Clare and Clare Ltd., Childers Road, Gisborne.
 Common, Shelton, and Co. Ltd., Customhouse Street, Gisborne.
 Dalgety and Co. Ltd., Keads Quay, Gisborne.
 Gisborne Lightering Stevedoring Co., Childers Road, Gisborne.
 Gisborne Refrigerating Co. Ltd., Kaiti, Gisborne.
 Gisborne Sheep Farmers' F.M. Co. Ltd., Customhouse Street,
 Gisborne.
 Murray, Roberts and Co. Ltd., Customhouse Street, Gisborne.
 Nelson's (N.Z.) Ltd., Childers Road, Gisborne.
 New Zealand Loan and Mercantile Agency Co. Ltd., Gladstone
 Road, Gisborne.
 New Zealand Shipping Co. Ltd., Childers Road, Gisborne.
 Union Steam Ship Co. of New Zealand Ltd., Childers Road,
 Gisborne.
 Williams and Kettle Ltd., Customhouse Street, Gisborne.
 New Zealand Waterside Employers' Association, Customhouse
 Quay, Wellington.

(hereinafter called the "employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

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 incorporated in and 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 by 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

Definition of Tallymen's Duties

1. Tallymen's duties shall be to receive, deliver, tranship, and watch cargo, and the tallying of all cargoes requiring to be tallied. The handling or repairing of cargo shall not be

considered part of a tallyman's duties, except clearing up odd packages in the shed, not exceeding 5 tons rough measurement, from any one ship.

Application of Agreement

2. (a) This agreement shall apply to all casual workers performing the duties of tallymen.

(b) Except as hereinafter provided, this agreement shall apply to all workers employed on a weekly wage performing the duties of tallymen.

(c) Nothing in this agreement shall apply to ships' officers or pursers when employed at tallymen's duties.

(d) Nothing in this agreement shall apply to permanent office employees of shipping companies being occasionally put on to do tallying work: Provided that no such employee shall be so employed for more than one day in any week or four days in any month and that not more than two permanent office employees shall be employed on such work at a time in the case of an office employing twenty or more permanent office employees and not more than one permanent office employee at a time in the case of an office employing less than twenty permanent office employees: Provided, further, and notwithstanding anything contained in this agreement, when there are not members of the union available at the time to do the work required to be done, employers shall be permitted to employ permanent office employees at tallying work without restriction.

PART I—TO APPLY TO CASUAL WORKERS

Hours of Work

3. The ordinary hours of work shall be from 8 a.m. to 5 p.m. on the first five working-days of each week, exclusive of the hour between noon and 1 p.m. on each of such days for meals. On Saturdays the hours of work shall be from 8 a.m. to noon, for which a special payment is hereinafter provided.

Place of Engagement

4. (a) Casual tallymen shall be engaged from the platform in the tallymen's waiting-room to be determined from time to time by an agreement between the committee of the union and the employers concerned or their nominee.

(b) The present custom shall continue at the Port of Gisborne.

Time of Engagement

5. (a) Casual tallymen shall be engaged between the hours of 7.55 a.m. and 10.15 a.m. on the first five working-days of the week (exclusive of holidays). Provided that tallymen required for Chelsea or the Western Wharf may be engaged at 7.50 a.m.

(b) Tallymen shall not be eligible for engagement from any employer if still on the pay-sheet of another employer, unless there is no labour offering at the place of engagement.

(c) The present custom shall continue at the Port of Gisborne.

Agent of Employer

6. Except by agreement between the executive of the union and the employers concerned, no member of the union shall act as agent for the employer in regard to putting on or discharging labour, and that such permission shall be received each year.

Nomination Calls

7. (a) Employers may nominate casual tallymen to stand by or start work outside the stated hours of engagement in clause 5, provided such employer nominates from the platform of the engagement-room during the last half-hour of the engagement-hours period any tallymen he may require to stand by.

(b) Tallymen so nominated and whose services are not required shall be released by the employer from the platform of the engagement-room not later than noon; such released men shall receive a preference next succeeding call by such employer.

(c) The present custom shall continue at the Port of Gisborne.

Period of Engagement

8. (a) No tallyman shall be paid for a less period than four hours in any one day on the first five working-days of the week, between the hours of 8 a.m. and 5 p.m. or on Saturdays for a less period than four hours, between the hours of 8 a.m. and 12 noon, except that when a tallyman is ordered down or back at the Port of Gisborne for tallying into lighters or for proceeding to the roadstead and no work is performed owing to weather conditions the minimum shall be two hours.

(b) If tallymen are ordered down to work at 6 p.m. on the first 5 (five) working days of the week they shall be paid for a period of not less than 3 (three) hours and if at 1 p.m. on Saturdays, for a period of not less than 4 (four) hours.

(c) At Auckland if tally clerks are ordered down to commence work at 10 p.m. or later such tallymen shall be paid a minimum of eight hours if work commences. If work is not commenced and they are released in time to catch transport services that evening, a minimum of four hours shall be paid.

(d) At Gisborne tallymen ordered down or back to commence at 5 a.m. to tally frozen produce shall be paid a minimum of two hours at double ordinary time.

(e) Tallymen shall not be called upon to work more than five hours consecutively without an opportunity of having at least half an hour for a meal, except when a ship is finishing, when six hours shall be the limit.

(f) At Auckland employers requiring tallymen to work overtime shall notify same not later than 4 p.m. on the first five working-days of the week, and not later than 10 a.m. on Saturday.

(g) Except in the case of freezing companies a tally clerk shall not without his consent be replaced on the job for which he was originally engaged by another tally clerk unless his work is unsatisfactory and the reason for such dismissal shall be given to the secretary of the union.

(h) Unless orders are given to the contrary in accordance with subclause (f) hereof, watchmen and tally clerks at ships' side work shall accept the ships foremen's overtime orders.

(i) Tally clerks who are ordered back and attend after 1 p.m. shall receive a minimum of two hours' pay.

Work Within Auckland Harbour

9. (a) Tallymen who are engaged to work anywhere within the limits of the Auckland Harbour shall be paid for the time from leaving the place of engagement until their return to the wharf at which they were engaged (exclusive of meal-hours). Tallymen so engaged shall return at the first opportunity.

(b) Tallymen working on the Western Wharf shall be conveyed to and from the wharf in the employer's time.

Working in Gisborne Roadstead

10. Tallymen engaged for work in the roadstead shall be paid as from the time they are ordered down for and attend until they return to the wharf (meal-hours excluded), except that if a tallyman is unavoidably detained on board ship in the roadstead owing to fog or stress of weather he shall be paid at ordinary rate for each day, with a maximum of eight hours in any period of twenty-four hours for which he is so detained.

Outports, Travelling To and From

11. (a) Men engaged to work cargo at ports other than those in which they are usually employed shall be paid from the time of leaving until they return at the rate of £1 13s. per day, with meals, fares, and sleeping accommodation provided.

(b) If Auckland tallymen leave from the outport between midnight and 3 p.m. they shall be paid for a whole day, and if they leave between 3 p.m. and midnight they shall be paid for half a day. If they arrive back from the outport between midnight and noon they shall be paid half a day, and if they arrive back between noon and midnight they shall be paid for a whole day. This allowance shall not, however, apply to men engaged for work at an outport and who have been working up to the time of leaving on the ship going to the outport, but the pay of such men shall continue up to 5 p.m. on the day of leaving, whether working or not.

Holidays

12. (a) All work done on Sundays, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, Anniversary Day, Sovereign's Birthday, and union's picnic-day (to be held on the same date as the Auckland Harbour Board picnic) shall be paid for at the rate of double ordinary time—viz. 8s. 3d. per hour. At Gisborne People's Show Day shall be observed in lieu of Anniversary Day.

(b) If any of these holidays be generally observed on any day other than that on which it falls, the provisions of this agreement shall apply to such other day instead of the original day.

(c) Employers requiring tallymen to work on holidays shall engage same on the working-day previous.

(d) A worker required to work on any of the above mentioned holidays shall be paid a minimum of four hours, but if he is required to work more than 4 hours an 8 hour minimum to be paid.

(e) Each worker who is employed or who attends for employment on ten working days during the twelve working days immediately preceding any of the under-mentioned holidays, and who is listed by the employers and union as regularly attending and following ship work for a livelihood shall receive payment for the holiday of eight hours at the ordinary time rate of pay: New Year's Day, Anniversary Day or the day usually observed in lieu thereof, Good Friday,

Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Anzac Day, Boxing Day. Provided that where a worker is entitled to payment for any of these holidays through his employment off the waterfront the amount paid to him for such holiday shall be deducted from the amount due to him under this agreement.

(f) *Annual Holidays*.—(1) A record of the total hours paid for to each tally clerk in each pay week for work performed under the Northern Industrial District Tally Clerks' agreement shall be kept by the employers.

(2) Each tally clerk shall qualify for an annual holiday of two weeks after serving in the industry for twelve months as from the 1st August each year, provided the total number of hours recorded as having been paid to him total 1,800.

(3) Payment for the holiday shall be made on the basis of 44 hours per week at the ordinary time rate as prescribed by the Northern Industrial District Tally Clerks' agreement.

(4) Tally clerks who at the 1st August each year, have recorded less than 1,800 hours shall be granted a holiday in the proportion of the number of hours worked to 1,800.

(5) Any tally clerk who has not qualified for the full holiday by recording 1,800 hours may claim and be granted the full holiday provided it can be shown that his failure to work the 1,800 hours was not occasioned by his own absence from the waterfront when work was available.

(6) An allowance of up to 1,200 working hours, shall be made to tally clerks who are absent from the waterfront on compensation on account of injury sustained in the industry.

(7) An allowance of up to 576 working hours shall be made to tally clerks who are absent from the waterfront genuinely sick.

(8) In the event of any claim being made for payment for the full holiday for a tally clerk who has worked less than the 1,800 hours this, if not granted by the employers, shall be referred to a committee consisting of two representatives of the union and two representatives of the employers to decide.

(9) Any tally clerk who fails to qualify for the full holiday by working less than 1,800 hours shall not be granted more than the proportionate holiday he has earned if it can be shown that he has worked within a year elsewhere than on the waterfront under the Northern Industrial District Tally Clerks' agreement, such other working having entitled him to holiday payment to an extent which would return to him the equivalent of a full two weeks holiday in the year.

(10) In the event of a tally clerk leaving the industry before the completion of any full period of 12 months he shall be allowed proportionate holiday pay.

(11) Annual holiday may be granted to the worker at any time within six months after he has become entitled to it by recording 1,800 hours provided that qualifying hours for the following year's holiday shall not count until 1st August or the first day of pay week nearest to 1st August in any year.

(12) By agreement between the employer and tally clerk the holiday may be granted in two periods of one week each and the holiday, or any such part thereof, may be taken wholly or partly in advance.

(13) Annual holidays shall be so spread amongst the tally clerks as to ensure an adequate number of members being available at all times for the work required to be performed. If any question arises as to the number of tally clerks to be absent on holiday leave at the one time, the matter shall be decided by a committee of two representatives of the union and two representatives of the employers.

(14) Non-unionists: Clause 5 of the Annual Holiday Act, 1944 to apply.

Wages

13. (a) Ordinary time, Mondays to Fridays inclusive 8 a.m. to 12 noon and 1 p.m. to 5 p.m. 4s. 1½d. per hour.

(b) All wages shall be paid weekly not later than Thursday. At Gisborne the present custom shall continue.

(c) Tallymen employed in holds of vessels which are frozen down or declared salvage jobs or in which dusty or dangerous cargo is being worked shall be paid at an additional rate of not less than that paid to the men working such cargo.

(d) Except when men are engaged to commence a job the hourly rate of wages shall in case of incomplete hours be paid for as a complete hour.

Overtime Rates

14. (a) Ordinary overtime, Mondays to Fridays, 6 p.m. to 10 p.m., 6s. 2½d.

(b) Special overtime, 11 p.m. to 7 a.m. double ordinary time, 8s. 3d. per hour.

Saturday Rates

15. The rate of pay for Saturday shall be time and a half—viz. 6s. 2½d. from 8 a.m. to noon and special overtime—viz. 8s. 3d. per hour—from 1 p.m. onwards.

Meal-hours

16. (a) Breakfast, 7 a.m. to 8 a.m.; dinner, 12 noon to 1 p.m.; tea, 5 p.m. to 6 p.m.; supper, 10 p.m. to 11 p.m.

(b) Tallymen shall work meal-hours if required to do so, and shall be paid at the rate of 8s. 3d. per hour.

(c) Where a worker is ordered back and attends or is transferred from a job finishing after noon and before 5 p.m., and attends for overtime at 6 p.m. or later or at 1 p.m. on Saturdays, he shall be paid the sum of 2s. 6d. meal money provided that where meals are supplied the 2s. 6d. meal money shall not be paid.

Transfer of Labour

17. (a) It shall not be permitted to transfer tallymen from one job to another, except where such tallymen remain in the employ of the original employer. Provided that when no tally clerks are available at the place of engagement tally clerks may be transferred at any time or place to or from any job or ship. When any non-unionist is employed, he may be replaced at 6 p.m. by any unionist who makes himself available to replace such non-unionist providing that the notice of availability of the unionist shall be given to the employer not later than 3.30 p.m.

(b) Nothing in the above subclause shall prevent a tallyman being employed to watch cargo in the joint interests of more than one employer at the same time if instructed by his employer to do so.

(c) At Gisborne a casual tallyman shall be permitted to finish the job upon which he starts and not be replaced by another tallyman.

Conditions of Employment

18. (a) When tallying at ship's side directly from or into vessels or from or into railway trucks or motor trucks a tallyman shall not tally more than one gang at a time, except when tallying coal, coke, manures or pig iron into railway trucks or motor trucks, and truck numbers, weights, and tares only required, when one tallyman may be deemed sufficient for any one ship.

(b) Except where a permanent tally clerk is in charge when four or more tally clerks are employed at a ship one of these tally clerks shall be engaged as a head receiving clerk or head delivery clerk as the case may be.

(c) Casual tallymen employed as head receiving clerk, head delivery clerk or manifest clerk shall be paid an additional 6d. per hour ordinary or overtime during the period the vessel or vessels to which they are attached are working.

(d) The employers shall make arrangements to afford relief for a reasonable period for watchmen employed in the holds.

Re-engagement

19. (a) Tallymen who have had their time stopped for any cause whatever shall be re-engaged at the place of engagement before resuming work. Provided, however, that any tally clerk may (with the permission of his employer) have the right to sign off for a period of one day and return to the same employer without presenting himself at the room for re-engagement provided always that no tally clerk shall exercise such right more than once any one calendar month.

(b) At Gisborne the present custom shall continue.

Daily and Weekly Minima

20. (a) Members who attend the usual place of engagement during the hours of call between Monday and Friday shall be guaranteed work in each day Monday to Friday inclusive to the value of two hours at the ordinary time rate of pay, or failing provision of such work shall be paid that sum, provided that workers must accept any work offered which is covered by this agreement and must register their attendance at the place of engagement.

(b) Members shall be guaranteed work in each week to the value of £5 10s. or failing provision of such work shall have their wages made up to that sum, provided that the worker shall attend every call for labour and shall accept any job offered him, including transfers as provided for by clause 17 hereof.

(c) All payments made to workers under this agreement shall be taken into account in arriving at the minimum weekly payment.

(d) The members referred to in this clause are such members as are regularly attending and following the duties of a ships' tally clerk for a livelihood.

(e) A member who is absent from the place of engagement or from the job on which he is employed for not more than one day, having received permission for such absence, shall not be debarred from the weekly minimum guarantee and shall be paid the weekly guarantee less one fifth.

(f) Payment of the guaranteed daily and weekly minima shall be dependent on satisfactory service and may be withheld or cancelled for any tally clerk who is guilty of misconduct or drunkenness while on the job.

(g) The daily and weekly guaranteed payments provided for in this clause shall be suspended and shall have no effect where there is a suspension or substantial diminution of waterside work at the port by reason of war, earthquake, fire, epidemic, strike, lockout, substantial stoppage or serious diminution of work of any transport system whether any such occurrences are in the Waterfront industry in New Zealand or elsewhere.

This clause to apply to the Port of Auckland only and not Gisborne.

PART II—TO APPLY TO TALLYMEN EMPLOYED ON A WEEKLY WAGE

21. The ordinary hours of work shall not exceed eight hours on the first five working-days of each week, and shall be worked between the hours of 8 a.m. and 5 p.m., and four hours on Saturdays, between the hours of 8 a.m. and 12 noon.

Agent of Employer

22. (a) Except by agreement between the executive of the union and the employers concerned, no member of the union shall act as agent for the employer in regard to putting on or discharging labour.

(b) At Gisborne the present custom shall continue.

Period of Engagement

23. (a) If tallymen are ordered down to work at 6 p.m. on the first five working days of the week they shall be paid for a period of not less than three hours and if at 1 p.m. on Saturday, for a period of not less than four hours.

(b) At Auckland if tally clerks are ordered down to commence work at 10 p.m. or later such tallymen shall be paid a minimum of eight hours if work commences. If work is not commenced and they are released in time to catch transport services that evening a minimum of four hours shall be paid.

(c) At Gisborne if tallymen are ordered down or back to commence at 5 a.m. to tally frozen produce they shall be paid a minimum of two hours at double ordinary time.

(d) Tallymen shall not be called upon to work more than five hours consecutively without an opportunity of having at least half an hour for a meal, except when a ship is finishing, when six hours shall be the limit.

(e) At Auckland employers requiring tallymen to work overtime shall notify same not later than 4 p.m., and 10 a.m. on Saturday.

Outports, Travelling To and From

24. Men engaged to work cargo at ports other than those in which they are usually employed shall be provided with meals and sleeping accommodation by the employer, who shall also pay the workers' fares both ways.

Holidays

25. (a) All work done on Sundays, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, Anniversary Day, Sovereign's Birthday and Union Picnic Day (to be held on the same date as the Auckland Harbour Board picnic) shall be paid for at the rate of double ordinary time, viz. 7s. 3½d. per hour. At Gisborne People's Show Day shall be observed in lieu of Anniversary Day.

(b) If any of these holidays be generally observed on any day other than that on which it falls, the provisions of this agreement shall apply to such other day instead of the original day.

(c) A worker required to work on any of the above mentioned holidays shall be paid a minimum of four hours, but if he is required to work more than 4 hours an 8 hour minimum to be paid.

Wages

26. The following shall be the minimum rate of pay for permanent tally clerks.

	£	s.	d.
Foreman Tally Clerk engaged as such	8	5	8
Others	8	0	0

Permanent tally clerks required to work on Saturday morning shall be paid an additional 7s. 6d. for each such Saturday worked.

Overtime Rates

27. (a) Ordinary overtime Monday to Friday, 6 p.m. to 10 p.m. 5s. 5½d. per hour.

(b) Special overtime 1 p.m. to 10 p.m. Saturdays, double ordinary time, viz. 7s. 3½d. per hour; 11 p.m. to 7 a.m. double ordinary time, viz. 7s. 3½d. per hour.

Meal Hours

28. (a) One hour shall be allowed for meals between the hours hereinafter specified: breakfast, 7 a.m. to 9 a.m.; dinner, 12 noon to 2 p.m.; tea, 5 p.m. to 7 p.m.; supper, 10 p.m. to midnight.

(b) When tallymen are required to work after 6 p.m. Monday to Friday and after 1 p.m. on Saturdays either a meal shall be supplied or 2s. 6d. meal money shall be paid.

Tallying at Ship's Side

29. When tallying at ship's side directly from or into vessels from or into railway trucks or motor trucks a tallyman shall not tally more than one gang at a time except when tallying coal, coke, manures or pig iron into railway trucks or motor trucks, and truck numbers, weights, and tares only required when one tallyman may be deemed sufficient for any one ship.

PART III—TO APPLY TO ALL CLASSES OF WORKERS

30. (a) A committee consisting of two representatives of the executive of the union and two representatives of the Auckland employers shall decide from time to time as to the number of tally clerks necessary to ensure that the work at Auckland covered by this agreement is carried out promptly and efficiently, and the membership of the union of workers shall from time to time be increased or reduced to the number so decided upon.

(b) The names of all applicants for admission to the Tally Clerks' Union shall be submitted to the said committee and no applicant will be admitted except by approval of a majority of the said committee. Admission to the union will be confined to applicants who are of good character and sober habits and who are physically fit and qualified to do the work required of them.

(c) The present maximum number of members of the union shall be 185.

Annual Holidays

31. Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act, 1944.

Workers to be Members of Union

32. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to the agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Matters Not Provided For

33. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Exemptions

34. So long as the following firms employ permanent hands to perform their tallying work, in accordance with their present practice, they are exempt from the provisions of this agreement: Auckland Gas Co. Ltd., Colonial Sugar Refining Co. Ltd.

Scope of Agreement

35. This agreement shall apply only to the Port of Auckland and the Port of Gisborne.

Term of Agreement

36. This agreement, in so far as it relates to wages, as provided in clause 13 (a) hereof, shall be deemed to have come into effect as from 1st June, 1949, and so far as all other conditions are concerned, it shall come into force from the day of the date hereof, and shall continue in force for a period of three years therefrom.

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

The Northern Industrial District Tally Clerks' Industrial Union of Workers—

G. WALSH, President.
A. W. BUTT, Secretary.

Witness to above signature—R. J. Hughes.

H. W. Couldrey, Ltd.—

H. W. COULDREY.

Witness to above signature—R. J. Hughes.

Auckland Farmers' Freezing Co. Ltd.—

D. B. MCFARLANE.

Witness to above signature—N. A. Thomson.

Blue Star Line (N.Z.) Ltd.—

C. JENKIN.

Witness to above signature—R. J. Hughes.

Dalgety and Co. Ltd.—

D. P. ALEXANDER.

Witness to above signature—W. L. Perkins.

Farmers' Co-operative Auctioneering Co. Ltd.—

J. L. BLACKMORE.

Witness to above signature—R. J. Hughes.

Fletcher, W. and R. Ltd.—

D. A. LESLIE.

Witness to above signature—R. J. Hughes.

Frankham, A. G.—

A. G. FRANKHAM.

Witness to above signature—R. J. Hughes.

Henderson and Macfarlane Ltd.—

A. E. PLAYLE.

Witness to above signature—R. J. Hughes.

Huddart Parker Ltd.—

C. H. TAYLOR.

Witness to above signature—R. J. Hughes.

Leonard and Dingley—

G. S. POOLE.

Witness to above signature—T. C. Ward.

New Zealand Shipping Co. Ltd.—

G. I. TAIT.

Witness to above signature—R. J. Hughes.

Northern Steamship Co. Ltd.—

A. G. HARDY.

Witness to above signature—R. J. Hughes.

O'Loghlen, J. B.—

J. B. O'LOGHLEN.

Witness to above signature—R. F. Ball.

Pell, A.—

A. PELL.

Witness to above signature—R. J. Hughes.

Shaw, Savill and Albion Co. Ltd.—

J. D. McMILLAN.

Witness to above signature—E. S. Parsons.

Union Steam Ship Co., of New Zealand Ltd.—

P. L. HODGE.

Witness to above signature—R. B. M. Miller.

Watkin and Wallis—

P. WALLIS.

Witness to above signature—R. J. Hughes.

Westfield Freezing Co. Ltd.—

D. A. LESLIE.

Witness to above signature—R. J. Hughes.

Blue Star Line—

I. J. QUIGLEY.

Witness to above signature—W. D. W. McCartney.

Clare and Clare Ltd—

R. G. CLARE.

Witness to above signature—J. D. Watt.

Common, Shelton and Co. Ltd.—

T. L. CORKERY.

Witness to above signature—J. B. Shone.

Dalgety and Co. Ltd.—

J. L. BONIFONT.

Witness to above signature—B. Morrison.

Gisborne Lightering Stevedoring Co.—

I. J. QUIGLEY.

Witness to above signature—B. Wareham.

Gisborne Refrigerating Co. Ltd.—

F. TULERTON.

Witness to above signature—I. J. Quigley.

Gisborne Sheep Farmers' F.M. Co. Ltd.—

A. F. SALMON.

Witness to above signature—L. C. Harries.

Murray, Roberts and Co. Ltd.—

L. BALFOUR.

Witness to above signature—C. Goldsmith.

Nelson's (N.Z.) Ltd.—

S. T. SHUSHALL.

Witness to above signature—I. J. Quigley.

New Zealand Loan and Mercantile Agency Co. Ltd.—

H. C. HANES.

Witness to above signature—I. J. Quigley.

New Zealand Shipping Co. Ltd.—

A. W. DEANS.

Witness to above signature—I. J. Quigley.

Union Steam Ship Co. of New Zealand Ltd.—

A. J. M. LESLIE.

Witness to above signature—A. C. Woodfield.

Williams and Kettle Ltd.—

S. M. WILLIAMS.

Witness to above signature—J. Richardson.

New Zealand Waterside Employers' Association—

M. T. HOLM.

Witness to above signature—J. V. Kean.