

NEW ZEALAND BANK OFFICERS—AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Bank Officials' Industrial Union of Workers (hereinafter called "the union") and the undermentioned banks (hereinafter called "the employers") :—

Bank of Australasia, Wellington.

Bank of New South Wales, Wellington.

Bank of New Zealand, Wellington.

Commercial Bank of Australia, Ltd., Wellington.

National Bank of New Zealand, Ltd., Wellington.

Union Bank of Australia, Ltd., Wellington.

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 28th day of October, 1950, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 28th day of April, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to all members of the clerical staffs of the banks cited as parties hereto, who are in receipt of a salary of not more than £650 per annum.

Messengers employed substantially as such shall not be bound by the provisions of this award.

Hours of Work

2. The ordinary hours of work shall not exceed forty per week to be worked on five days of the week, Monday to Friday inclusive.

Salaries

3. The following shall be the minimum salaries payable:—

	Payable from 3rd December, 1948, to 31st May, 1949.			Payable on and from 1st June, 1949.		
	Per Annum.			Per Annum.		
	£	s.	d.	£	s.	d.
Males—						
1st year	155	0	0	160	0	0
2nd year	180	0	0	185	0	0
3rd year	212	0	0	220	0	0
4th year	242	0	0	250	0	0
5th year	275	0	0	285	0	0
6th year	310	0	0	325	0	0
7th year	340	0	0	360	0	0
8th year	365	0	0	385	0	0
9th year	390	0	0	410	0	0
10th year	415	0	0	435	0	0
11th year	440	0	0	460	0	0
12th year	450	0	0	470	0	0
13th year	470	0	0	490	0	0
14th year	490	0	0	510	0	0
15th year	505	0	0	525	0	0
16th year	530	0	0	550	0	0
17th year	545	0	0	565	0	0
18th year and thereafter	560	0	0	580	0	0
Females—						
1st year	150	0	0	155	0	0
2nd year	165	0	0	170	0	0
3rd year	190	0	0	195	0	0
4th year	215	0	0	220	0	0
5th year	240	0	0	250	0	0
6th year	265	0	0	275	0	0
7th year	285	0	0	300	0	0
8th year	300	0	0	315	0	0
9th year	315	0	0	330	0	0
10th year	330	0	0	345	0	0
11th year	345	0	0	360	0	0
12th year and thereafter	360	0	0	375	0	0

Overtime

4. (a) All time worked outside of or in excess of the hours prescribed in clause 2 of this award shall be deemed to be overtime and shall be paid for at the rate of time and a half: Provided, however, that any time worked in excess of eleven hours in any one day shall be paid for at double time rates.

(b) Workers who are required to work after 6 p.m. shall be paid a meal allowance of 2s. 6d.

Counting of Service

5. The service of a worker shall be counted in the following manner: A worker shall be deemed to have completed one year's service at the expiration of twelve months from the date on which he commenced such service.

Existing Conditions

6. (a) Payment of salaries shall continue to be made according to existing arrangements.

(b) No worker shall have his salary reduced by reason of the coming into operation of this award.

Terms of Employment

7. The terms of employment shall continue in accordance with present practice of the respective banks, the banks to supply the union with copies of the staffs' conditions of service.

Bank Holidays

8. Workers shall receive a whole holiday on each of the days prescribed as bank holidays under the Banking Act, 1908, and its amendments.

Annual Holiday

9. (a) The provisions of the Annual Holidays Act, 1944, shall apply to all workers covered by the provisions of this award, but after ten years' service three weeks' annual holiday shall be granted for each succeeding year of service.

(b) A holiday roster for each branch shall be prepared for each leave year.

The leave roster shall not be altered except for unforeseen circumstances, such as sickness, transfers, &c., that may arise. Notwithstanding the foregoing, the leave may be changed by mutual consent of the parties concerned.

Disputes

10. 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 had 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 dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two 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 of appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after the decision has been made known to the party desirous of appealing.

Under-rate Workers

11. (a) Any worker who considers himself incapable of earning the minimum salary fixed by this award may be paid such lower salary as may from time to time be fixed, on the application of the worker, after due notice to the secretary of the union, by the management committee of the union and the employer, or such other person as the management committee and the employer may from time to time appoint for this purpose, and such person in so fixing such salary, shall have regard to the worker's capabilities, his past earnings and such other circumstances as such management committee or such other person shall think fit to consider after hearing such evidence and argument as the worker shall offer. In the event of the management committee and the employer being unable to agree, they shall appoint some other person to act as umpire in regard to the decision.

(b) Such permit shall be for such period, not exceeding six months, as such person or persons fixing such salary 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 salary again fixed in manner prescribed by this clause: Provided that in the case of any person whose salary is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as the parties shall think fit and shall agree upon.

(c) It shall be the duty of the union to keep a record of every agreement made with a worker pursuant hereto.

(d) It shall be the duty of the employer, before employing any worker at such lower salary, to examine the permit or agreement by which such salary is fixed.

Workers to be Members of Union

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

(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 award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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.)

Scope of Award

13. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

14. This award, in so far as it relates to wages, shall be deemed to have come into force on the 3rd day of December, 1948, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 28th day of October, 1950.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand this 28th day of April, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The principal matters referred to and settled by the Court were as follows: Industry to which award applies, salaries and classifications, hours of work, overtime, Appeal Board, and term of award.

When an industrial union applies for an award for the first time in an industry, the onus is upon the applicant to satisfy the Court that the industry should be covered by an award. There is also a heavy onus on the applicant union

to justify the proposed coverage of the award, that is to say, the various classes of workers which the union desires to see protected by the provisions of the award.

Then again, on such an occasion it must be realised that, as the Court is being asked to break new ground, the evidence must be more comprehensive than usual. In the present case the Court was asked to provide for certain senior and executive officers, but the evidence submitted was quite inadequate to enable the Court to determine the minimum salaries for such officers, even if it had been satisfied that they should be covered by the award.

The workers' union in its claims asked that the Court should make provision for the setting up of an Appeal Board. The Court is not satisfied that it has any jurisdiction to grant such a claim.

In determining rates of wages the Court has fixed two schedules, one to operate from 3rd December, 1948, the date of coming into operation of section 21 of the Statutes Amendment Act, 1948, and the other from 1st June, 1949. The latter schedule is designed to give effect to the Court's pronouncement of 12th April, 1949.

A. TYNDALL, Judge.
