

## NEW ZEALAND BANK OFFICERS—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 12th day of November 1964 between Australia and New Zealand Bank Ltd., Bank of New South Wales, Bank of New Zealand, the Commercial Bank of Australia Ltd., and the National Bank of New Zealand Ltd. all of Wellington duly incorporated companies and carrying on business of bankers in New Zealand and elsewhere the employers of the one part and the New Zealand Bank Officers' Industrial Union of Workers of Wellington a duly registered industrial union of the other part whereby it is agreed by and between the parties as follows:

*Industry to Which Agreement Applies*

1. This agreement shall apply to all members of clerical staffs of the banks cited as parties hereto who are in receipt of salaries of not more than four hundred and fifty pounds (£450) above the maximum figure of the male scale in clause 3 below excluding managers and audit officers.

*Hours of Work*

2. (a) The ordinary hours of work shall not exceed 40 hours per week exclusive of meal times to be worked on five days of the week, Monday to Friday inclusive.

(b) In any one day the ordinary hours of work shall not exceed 10 hours exclusive of meal times.

(c) Every officer shall be entitled to a period of not less than one hour for lunch to be taken between 11.30 a.m. and 2 p.m. unless the officer voluntarily agrees to a reduced period but a period of less than 45 minutes should be discouraged.

(d) In weeks from Monday to Friday in which—

(i) Statutory or proclaimed holidays are observed or

(ii) Leave (other than special leave at the officer's request) is taken the ordinary weekly working hours shall be reduced by eight when a full day is involved and by four when a half day is involved.

*Salaries*

3. The following shall be the minimum salaries payable:

| Years of Service |    |    |    | Males | Females |
|------------------|----|----|----|-------|---------|
|                  |    |    |    | £     | £       |
| First year       | .. | .. | .. | 430   | 430     |
| Second year      | .. | .. | .. | 490   | 490     |
| Third year       | .. | .. | .. | 555   | 555     |
| Fourth year      | .. | .. | .. | 630   | 630     |
| Fifth year       | .. | .. | .. | 700   | 665     |
| Sixth year       | .. | .. | .. | 800   | 700     |
| Seventh year     | .. | .. | .. | 860   | 735     |
| Eighth year      | .. | .. | .. | 910   | 765     |
| Ninth year       | .. | .. | .. | 960   | 795     |
| Tenth year       | .. | .. | .. | 1,010 | 820     |
| Eleventh year    | .. | .. | .. | 1,060 | 840     |
| Twelfth year     | .. | .. | .. | 1,095 | 860     |
| Thirteenth year  | .. | .. | .. | 1,130 | ..      |
| Fourteenth year  | .. | .. | .. | 1,165 | ..      |
| Fifteenth year   | .. | .. | .. | 1,195 | ..      |
| Sixteenth year   | .. | .. | .. | 1,230 | ..      |
| Seventeenth year | .. | .. | .. | 1,265 | ..      |
| Eighteenth year  | .. | .. | .. | 1,300 | ..      |

*Overtime*

4. (a) An officer (other than a manager or audit officer) who is in receipt of a salary which does not exceed a margin of £249 over and above the rate for the time being prescribed in the scale appearing in clause 3 of this agreement and applicable to the eighteenth year of service for male officers shall be paid overtime as follows:

- (i) At the rate of time and a half for all time worked outside of or in excess of the hours prescribed in clause 2 or before 8 a.m. on any day.
- (ii) At the rate of double time for all time worked on Saturdays, Sundays and statutory or proclaimed bank holidays.

(b) An officer shall not be entitled to include time worked in excess of 10 hours in any one day or time worked before 8 a.m. on any day or any time worked on a Saturday Sunday or statutory or proclaimed bank holiday in a claim for time worked in excess of 40 hours for a week and in addition make a further claim for the time so worked in excess of 10 hours in any one day or before 8 a.m. on any day so as to receive payment for two periods of overtime in respect of the time so worked.

(c) Broken periods of time off during the day shall not be allowed in lieu of payment for overtime.

*Meal Money*

5. If an officer is required to work after 6 p.m. from Monday to Friday inclusive 7s. 6d. shall be allowed for a meal in addition to any overtime to which the officer may be entitled.

*Travelling Expenses and Reimbursement*

6. An officer when travelling within New Zealand under instructions from his or her bank shall be entitled to the following by way of reimbursement of travelling expenses:

- (a) First class fares by rail passenger bus ships (including sleeping accommodation when available) or by aeroplane when approved by the bank.
- (b) Necessary cab and portrage expenses to be approved by the bank.
- (c) 25s. per day or 2s. 6d. per hour up to 10 hours to cover meals and incidentals providing that no allowance shall be paid for a journey of less than two hours and provided also that the allowance shall be reduced by one half where an officer travels by rail, passenger bus, ship or air and found.
- (d) A married officer when transferred shall also be entitled to travelling expenses in respect of his wife and each of his dependent children as provided in sub-clauses (a) (b) and (c).
- (e) Any further actual and necessary expenses reasonably incurred on the journey to be approved by the bank.
- (f) When an officer under transfer must necessarily reside at an hotel or lodging house he shall be paid any necessary and reasonable expenses so incurred for the minimum period required to effect the transfer (i) whilst waiting to begin his journey (ii) in the course of his journey and (iii) for a period not exceeding seven days whilst waiting to secure a residence or permanent lodging at his destination or such other more liberal arrangement as may be approved by the bank. Provided that this paragraph shall not apply to any period of his journey for which the allowances under sub-clause (c) are payable.

*Removal Expenses—Reimbursement*

7. (a) When a married officer because of his transfer from one branch or office to another is necessarily obliged to change his place of residence he shall be paid (i) all reasonable costs of packing and removing his furniture furnishings and effects to his new place of residence and the cost of adequately insuring the same during

such removal (ii) a cash allowance of at least £75 to reimburse him for incidental costs connected with his transfer. Such allowances shall be not less than £37 10s. for an officer moving to premises furnished by the bank. No such allowance shall be payable to an officer setting up his first home.

(b) If an officer so transferred is required to store his furniture furnishings and/or effects he shall also be paid the storage charges for a reasonable period and any additional cost of insuring the same whilst in storage or in removal thereto or therefrom.

(c) This clause shall have no application to an officer transferred at his own request. Any payments in such case shall be at the discretion of the bank.

#### *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 Leave*

9. (a) All officers bound by the provisions of this agreement shall be entitled to three weeks' leave in respect of each full year's service. For the purpose of this clause period of service shall not include any periods of absence on leave without pay.

(b) A leave 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 etc. that may arise. Notwithstanding the foregoing the leave may be changed by mutual consent of the parties concerned.

(c) This agreement shall not operate so as to reduce the aggregate number of days' leave previously enjoyed by any worker under the award during his or her present employment.

#### *Leave in Lieu of Travelling Time*

10. When a bank requires an officer (other than an officer *en route* to or from the officer's normal place of duty) to travel during the time as set out herein the officer concerned shall be entitled to leave as shown in addition to any other leave prescribed by this agreement.

| Time of Travel  | Leave Entitlement                                 |
|---|---|
| (a) On a day other than a normal working day ..   | Equivalent number of days' leave in lieu thereof. |
| (b) After 1.30 p.m. on a bank half holiday ..   | One day's leave in lieu thereof.                  |
| (c) For more than four hours between the hours of 6.30 p.m. on a full normal working day and 8 a.m. on the following day            | One day's leave in lieu thereof.                  |
| (d) For more than two hours but less than four hours between 6.30 p.m. on a full normal working day and 8 a.m. on the following day | One half-day's leave in lieu thereof.             |

provided that no officer shall be entitled to leave in respect of more than one of the contingencies enumerated above in any 24 hour period from midnight to midnight. For the purposes of calculating the time travelled an officer shall be deemed to have completed his journey when he reaches his place of abode provided that such an officer proceeds direct to that place of abode.

Where an officer travels by a means other than the most expeditious available he shall be entitled to the additional leave as provided by this clause only in respect of the time involved in the most expeditious means of travel available.

*Car Allowance*

11. Where an officer provides his own car and uses it in connection with the bank's business in circumstances approved by the bank he shall be paid an allowance of not less than 1s. per mile.

*Notice of Transfer*

12. Each bank shall give as long a notice of transfer as is reasonable.

*Disputes*

13. The essence of this agreement 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 agreement or any of them as to any matter whatsoever arising out of or connected herewith and not dealt with in this agreement 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 14 days after the decision has been made known to the party desirous of appealing.

*Under-rate Officers*

14. (a) Any officer who considers himself incapable of earning the minimum salary fixed by this agreement may be paid such lower salary as may from time to time be fixed on the application of the officer 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 officer'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 officer 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 14 days' notice shall have been given to such officer 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 an officer pursuant hereto.

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

*Part-time Workers*

15. Staff may be employed on a part-time basis subject to payment *pro rata* of the appropriate rate of salary or as may be agreed between the employer and the union. This provision shall not be used for the purposes of reducing the hours of work or the earnings of any officer.

*Attendance Records*

16. Times of arrival and departure of all officers to which this agreement applies shall be recorded in attendance books or by time clocks by the officers themselves and their times may only be altered by the officers themselves or in exceptional circumstances by another person with the officer's specific consent.

*Unqualified Preference*

17. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall if he is not already a member of a union of workers bound by this agreement or the holder of a certificate granted under section 175 of the Industrial Conciliation and Arbitration Act 1954 exempting him from membership become a member of such union within 14 days after his engagement or after this clause comes into force as the case may require.

(b) Subject to sub-clause (a) hereof every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every officer obliged under sub-clause (a) hereof to become a member of a union who fails to become a member as required by that sub-clause after being requested to do so by an officer or authorised representative of the union and every officer who fails to remain a member of a union in accordance with sub-clause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any officer to whom sub-clauses (a) and (b) apply after having been notified by any officer or authorised representative of the union that the officer has been requested to become a member of the union and has failed to do so or that the officer having become a member of the union has failed to remain a member.

(e) For the purpose of this clause "adult person" means a person of the age of 18 years or upwards or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult officers by this agreement.

NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.

*Access to Premises*

18. The secretary or other authorised representative of the union of workers shall with the consent of the employer (such consent not to be unreasonably withheld) be entitled to enter at all reasonable times the office or building and there interview the officers but not so as to impede the work.

*Termination of Employment*

19. Except in the case of part-time officers and in the absence of a written agreement between the officer and his or her bank one month's written notice of resignation or dismissal or one month's pay in lieu of notice shall be given by the officer or the bank provided that nothing in this clause shall affect in any way the right of the employer to dismiss an officer summarily for misconduct wilful disobedience or neglect of duty.

*Counting of Service*

20. The service of an officer shall be counted in the following manner:  
An officer shall be deemed to have completed one year's service at the expiration of 12 calendar months from the date on which he commenced his service.

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*Existing Conditions*

21. No officer shall have his salary or wages reduced by reason of the coming into operation of this agreement.

*Scope of Agreement*

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

*Term of Agreement*

23. This agreement shall operate for a term of 24 months from the date hereof.

In witness whereof this agreement has been executed the day and year first hereinbefore written.

Executed by Australia and New Zealand Bank Ltd., Bank of New South Wales, Bank of New Zealand, the Commercial Bank of Australia Ltd., and the National Bank of New Zealand Ltd. by its agent:

J. G. SOUNESS,  
the Deputy Chairman of the New Zealand Bankers' Association.

In the presence of:

B. B. SNODGRASS, Bank Officer, Wellington.

The seal of the New Zealand Bank Officers' Industrial Union of Workers was hereto affixed in the presence of:

[L.S.]

J. F. TWEEDE, President.  
D. R. LENNON, General Secretary.

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