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**Reserve Bank of New Zealand Officers —
Collective Agreement (Voluntary)**

Dated 7/12/76

Note: see clause 11 herein for the date on which rates of wages come into force.

Under the Industrial Relations Act 1973
REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Reserve Bank of New Zealand workers dispute of interest between the Reserve Bank of New Zealand and the Reserve Bank of New Zealand officers in the Districts of Canterbury, Wellington, and Northern Industrial Union of Workers.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 7th day of December 1976.

(L.S.)

G. O. Whatnall, President.

Under the Industrial Relations Act 1973
SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973 and in the matter of the Reserve Bank of New Zealand Workers Dispute of Interest 1976 between the Reserve Bank of New Zealand and the Reserve Bank of New Zealand Officers in the Districts of Canterbury, Wellington, and Northern Industrial Union of Workers.

To the Registrar of the Industrial Commission:

We hereby submit to you the signed copy of the terms of the voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant to Section 65 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a collective agreement.

Dated at Wellington this 11th day of November 1976.

For and on behalf of the Reserve Bank of New Zealand:

H. E. Wimsatt, Assistant Secretary

For and on behalf of the Reserve Bank of New Zealand Industrial Union of Workers:

B. J. Lang, Secretary

RESERVE BANK OF NEW ZEALAND WORKERS –
VOLUNTARY COLLECTIVE AGREEMENT

This Voluntary Collective Agreement made pursuant to the Industrial Relations Act 1973 this 11th day of November 1976 between the Reserve Bank of New Zealand (hereinafter referred to as “the Bank”) and the Reserve Bank of New Zealand Officers in the Districts of Canterbury, Wellington, and Northern Industrial Union of Workers (hereinafter referred to as “the Union”).

1. This Agreement shall apply to all members of the union employed by the Reserve Bank of New Zealand.

2. The minimum salaries payable by the Bank to the non-executive members of the Union shall be on the following scales:

	Grade 7	Grade 6	Grade 5	Grade 4	Grade 3	Grade 2	Grade 1
	\$	\$	\$	\$	\$	\$	\$
1st year.....	3,214	3,670	4,028	6,974	7,713	8,453	9,182
2nd year.....	3,645	4,028	4,434	7,343	8,083	8,823	9,539
3rd year.....	4,015	4,434	4,829	7,713	8,453	9,182	9,897
4th year.....	4,385	4,829	5,223	8,083	8,823	9,539	
5th year.....	4,754	5,223	5,630				
6th year.....	5,124	5,630	6,024				
7th year.....	5,494	5,901	6,420				
8th year.....	5,555	6,185	6,825				
9th year.....	5,617	6,457	7,221				
10th year.....	5,680	6,740	7,542				

3. That the salaries of members of the Union holding executive status shall be increased by \$300 a year.

4. That any increase in remuneration granted under a cost of living order made by the Industrial Commission pursuant to the Wage Adjustment Regulations or any General Wage Order made during the currency of this Agreement shall be incorporated herein and the salary scales in Clause 2 hereof and the salaries of members of the Union holding executive status shall be amended to the extent of such order accordingly.

5. (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 force of this Agreement.

(c) All existing conditions of service shall remain in force and in the event of any disagreement between the parties to the Agreement as to what constitutes the existing conditions of employment such disagreement shall be deemed to be a dispute of rights and shall be settled in accordance with the provisions of Clause 7 hereof.

(d) Except as otherwise provided every worker shall be entitled to an extra week's annual leave after the completion of seven years' service in the bank, calculated on the same basis as provided for in the Annual Holidays Act and its amendments.

6. Any member of the Union who has a personal grievance as defined by section 117 of the Industrial Relations Act 1973 may refer the grievance to the secretary of the Bank or to a duly authorised representative of the Union and it is hereby agreed that the standard procedure for the settlement of any personal grievance which shall be in substitution for the standard procedure set out in section 117 of the Industrial Relations Act will be that as soon as practicable after the personal grievance arises, and the union member has notified a Union representative, the representative will, if he considers that there is some substance to the personal grievance forthwith take up the matter with the Secretary of the Bank or his representative. If the matter is not settled by this reference either the Bank or Union or both may refer the grievance to a committee comprising two members nominated by the bank and two members nominated by the union presided over by an independent chairman agreed on by both parties or if the parties fail to agree upon a chairman then the chairman shall be either an industrial mediator or a person appointed by him.

The Committee may, after enquiring fully into the matter and considering all representations made by or on behalf of the parties, make a decision which shall be final and binding on both parties.

In the case of an alleged wrongful dismissal, any final decision may, if it includes a finding that the worker was wrongfully dismissed, provide for any one or more of the following:

- (a) The reimbursement to him of a sum equal to the whole or any part of the salary lost by him;
- (b) His reinstatement in his former position and salary or in a position and salary not less advantageous to him;
- (c) At the option of the member, after consultation with the Union representative, the payment to him of compensation by the Bank.

Nothing in the above procedure shall be construed to prevent a Union member with a personal grievance from directly approaching the Head of his Department or the Secretary of the Bank about his grievance, the intent being that it is desirable if circumstances permit it for the Union member to do so.

7. (a) in the event of a dispute of rights as defined by Section 2 of the Industrial Relations Act 1973 (not being a personal grievance in terms of Clause 6 of this Agreement) between the bank and the Union either party to this agreement may invoke the following procedure:

- (i) The Bank or the Union may refer the dispute to a Committee consisting of two members nominated by the bank and two members nominated by the Union presided over by an independent chairman agreed to by both parties or if the parties fail to agree upon a chairman then the chairman shall be either an industrial mediator or a person appointed by him.
- (ii) A decision reached by a majority of the Committee shall be the decision of the Committee.
- (iii) Subject to the right of appeal conferred by subclause (b) of this Clause the decision of the Committee shall be binding on the parties to this Agreement.

(b) Either party may appeal to the Industrial Court against a decision of the Committee or any part of that decision and the appellant shall:

- (i) Within fourteen days after the date on which the decision of the Committee has been made known to the appealing party, the appellant shall give notice to the other party of its intention to appeal; and
- (ii) Within seven days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court, a written notice of appeal; and
- (iii) Specify in such notice the decision or the part of the decision to which the appeal relates.

(c) The essence of this Agreement being that pending the settlement of a dispute the work of the bank shall not on any account be impeded but shall at all times proceed as if no dispute had arisen and it is hereby provided that:

- (i) Any member of the union where a dispute exists shall not discontinue or impede normal work either totally or partially because of the dispute.
- (ii) While the provisions of this Clause are being observed the Bank shall not by reason of the dispute dismiss any worker directly involved in the dispute.

8. The conditions applicable to shift work shall be as follows:

(a) For the purposes of this Agreement shift work shall mean all regular and continuing periods of rostered duty.

(b) Shifts may be scheduled as required by the Bank. The ordinary hours of a shift worker shall not exceed 7½ hours per shift.

(c) A paid meal break of not less than half an hour shall be allowed within each shift commencing after twelve noon and after not more than 5½ hours' continuous work unless the officer would cease duty within a period of thirty minutes.

(d) For the purpose of this clause a day shift is defined as a rostered shift commencing between 6 a.m. and noon, an evening shift as commencing between noon and 5 p.m., and a late shift as commencing between 5 p.m. and 6 a.m.

(e) The allowance for working rostered shift shall be paid on the following basis:

	Allowance as a Percentage of Salary
Day shift	5 per cent
Evening shift	10 per cent
Late shift	20 per cent

Provided that where an officer is paid a salary below the 6th step of grade 7 of the current salary scales, the allowances aforesaid shall be applied as if that officer was being paid a salary not less than the 6th step of grade 7.

(f) The number of shifts per week shall not exceed 5 and rostered days off shall, except for emergencies, be consecutive.

(g) Any officer employed regularly on an evening or late shift or through rotating shifts, shall be allowed an additional week's annual leave after twelve months' employment on shift work or where an officer has not completed twelve months' continuous duty during any leave year, he shall be granted one day for each ten weeks rostered or shift operation at the end of his leave year.

(h) Where an officer is required to work on Saturday or Sunday outside his ordinary hours, he shall be paid for time worked at the rate of double time or, alternatively at the option of the officer concerned, at the rate of ordinary time with an additional day off on pay.

9. (a) Any adult person engaged or employed in any position or employment subject to this Agreement shall, if he is not already a member of the Reserve Bank of New Zealand Officers in the districts of Canterbury, Wellington and Northern Industrial Union of Workers, within fourteen days become a member of such Union.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of the Union of Workers so long as he continues in any position or employment subject to this Agreement.

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

(d) The Bank as the employer bound by this Agreement commits a breach of this Agreement if it continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the Union that the worker has been requested to become a member of the Union and has failed to do so, or that the worker 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.

10. This Agreement shall operate throughout the Northern, Wellington and Canterbury Industrial Districts.

11. This Agreement in so far as it relates to salaries shall be deemed to have come into force on 11 November 1976. So far as all other conditions of this Agreement are concerned it shall come into force on the day of the date hereof and this Agreement shall continue in force until 10 November 1977.

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

For and on behalf of:

Reserve Bank of New Zealand:

H. E. Wimsitt, Assistant Secretary

Reserve Bank of New Zealand Industrial Union of Workers:

B. J. Lang, Secretary

MEMORANDUM

Associated with the terms of settlement submitted for registration was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 (Reprint 1976/198).

This application has been sustained, but only to the extent that no salary increase exceeds \$300 per annum. The terms of settlement as submitted by the parties have been amended accordingly.

In respect of clause 11. "Term of Agreement", the Commission is not persuaded that it should consent to the currency being less than one year from the date of registration by the Commission. Accordingly, clause 11, "Term of Agreement" will read:

"This agreement, in so far as it relates to salaries shall be deemed to come into force from 11 November 1976. So far as all other conditions of employment are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until 10 November 1977."

The cost of living allowance applicable on and after 25 June 1976 shall have effect according to the tenor of Regulation 3 of the Wage Adjustment Regulations 1974 (Reprint 1976/198).

(L.S.)

G. O. Whatnall, President