

Please post in a conspicuous place accessible to workers

“The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985.”

**DATABANK SYSTEMS LIMITED
EMPLOYEES – COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 3/6/86

NOTE: See clause 10 herein for the date on which rates of wages come into force.

Form 6

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Databank Systems Limited Employees Dispute of Interest;

between Databank Systems Limited and the New Zealand Bank Officers' Industrial Union of Workers

THE Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court 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 form of submission or notification attached 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 Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 3rd day of June 1986.

(L.S.)

D. S. CASTLE
JUDGE.

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 dispute of interest between Databank Systems Ltd and the New Zealand Bank Officers' Industrial Union of Workers.

To the REGISTRAR OF THE ARBITRATION COURT

WE HEREBY submit to you a signed copy of the terms of 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 Arbitration Court as a Collective Agreement.

DATED at Wellington this 26th day of March 1986

Signatures of the Parties _____

W. D. Aimes
Authorised Agent
N.Z. Bank Officers' Industrial Union
of Workers

M. Brown
Authorised Agent
Databank Systems Limited

COLLECTIVE AGREEMENT

This Collective Agreement made in pursuance of the Industrial Relations Act 1973 and its Amendments this 26th day of September 1985 between the New Zealand Bank Officers' Industrial Union of Workers (hereinafter called "the Union") of the one part and Databank Systems Limited (hereinafter called "the Employer") of the other part, whereby it is mutually agreed by and between the said parties hereto as follows:

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

DATABANK SYSTEMS LIMITED STANDBY/CALL-OUT

1. An employee agreeing to standby will remain within ready access to telephone contact and within reasonable commuting distance of his workplace.

Where practicable, and at the option of the employer, an employee on standby will be provided with a paging unit during the standby period.

2. An employee who is called out while on standby will be required to respond immediately.

3. Standby arrangements shall apply between 6 p.m. and 8 a.m. Monday to Friday and between 8 a.m. and 8 a.m. the following day on a Saturday, Sunday or statutory holiday.

4. An employee who is required to standby shall be paid a standby allowance of 11% of his basic hourly rate of salary for each hour he is required to standby. A minimum standby allowance of \$11.32 shall apply for 14 hour periods and \$17.43 for 24 hour periods.

5. Where it is mutually agreed between the employer and employees concerned a standby period may be shared between two or more employees in which case each employee will be paid a standby allowance only in respect of the hours he is actually on standby. In such circumstances any minimum standby payment shall be apportioned among the employees concerned.

6. (a) Where an employee on standby is actually called out he shall be paid a minimum call-out payment as follows:

(i) Monday to Friday

3 hours at time 1½

(ii) Saturdays, Sundays, statutory holidays

4 hours at time 2

(b) The call-out payment:

(i) Shall commence from the time of the Employee's departure from home.

(ii) Shall, where the minimum payment period has expired, cease at the time the employee arrives home provided he returns home directly on completion of the call-out.

(iii) Shall, where the minimum payment period has expired, cease at 8 a.m. Monday to Friday or, in the case of a shiftworker, at the commencing time of his next rostered shift where the call-out extends beyond these times.

(c) Where a second or subsequent call-out occurs:

(i) During a minimum payment period stated in (a) above.

(ii) Prior to a previous call-out having been completed.

a further minimum call-out payment shall not apply in respect of the second or subsequent call-out.

(d) Where a call-out is received while the employee is already or is still at work on a normal working day a call-out payment shall not apply. Normal overtime provisions as contained in clauses 40 and 41 of the NZ Bank Officers' Award shall apply.

7. When an employee on standby is called but is able to resolve the matter without leaving home he shall not receive a call-out payment. Normal overtime provisions as contained in clauses 40 and 41 of the NZ Bank Officers' Award shall apply except that a minimum payment of half an hour shall apply in lieu of any minimum payments prescribed therein.

8. Where an employee on standby is called out the employer shall, at the employer's expense, convey the employee to and from the employee's residence or the employee may use his own motor vehicle and be paid an allowance in accordance with clause 14 of the NZ Bank Officers' Award.

9. An employee who is called out prior to 5 a.m. shall be entitled to a minimum break of eight hours between the time of ceasing call out duty and the time he is required to report for normal duty. Where the employee is required by the employer to report for normal duty prior to the expiration of that 8 hour period he shall be paid for the remainder of the 8 hour period at the rate of T1 ½ in addition to salary, provided that he completes his normal duty in that day. This provision shall not apply to any call out commencing at 5 a.m. or later.

10. This agreement shall come into force on the 6th day of September, 1985 and shall continue in force until the 5th day of September 1986.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first above written.

EXECUTED BY

Databank Systems Limited
M. Brown
Authorised Agent

New Zealand Bank Officers' I.U.O.W.
W. D. Aimes
Authorised Agent

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relations Act 1973.

The Court has, pursuant to section 92(2) of the Industrial Relations Act 1973, consented to the specified period for which this collective agreement is to continue in force being less than one year from the date of registration.

(L.S.)

D. S. CASTLE
JUDGE