

MULTI EMPLOYER COLLECTIVE AGREEMENT

3 July 2019 to 2 July 2022

The parties to this agreement are:

Transdev Wellington Ltd

Hyundai Rotem Company

Rail & Maritime Transport Union



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1. Term

This agreement will come into force on the 3rd of July 2019 and will expire on the 2nd of July 2022.

2. Introduction

2.1 The employers (Transdev Wellington Limited and Hyundai Rotem Company Limited) aspire to be employers of choice by providing outstanding service, acting with integrity, and valuing people.

2.2 The Rail and Maritime Transport Union (RMTU) aims to ensure employees have well paid secure jobs with defined career paths and training, on the job recognition, respect and safe, secure and healthy workplaces.

2.3 The employers and RMTU aim to enhance the quality of services provided to GWRC.

3. Statement of Intent

The Multi-Employer Collective Agreement is based on and inspired by:

- Working together
- Good Employment Principles

4. Working Together

4.1 The employers and RMTU are developing a cooperative relationship to achieve union and business successes, and agree to:

- Follow a "no surprises" approach and will communicate any plans, proposals or strategic options that may impact on employees
- Conduct all dealings in "good faith"
- Maintain open and regular communication to keep each other informed on any issues of significance
- Problem solve issues of concern promptly
- Reach decisions on projects by consensus, where possible, and respect each other's right to disagree
- Share any information that is relevant to the other party, except where there is a specific prohibition

4.2 The employers and RMTU representatives will meet to problem solve any issues arising from this Multi-Employer Collective Agreement and to review and develop information required to support the Multi-Employer Collective Employment Agreement.

5. Good Employment Principles

The employers and the Rail and Maritime Transport Union will be fair and reasonable with one another in our dealings, and accept personal responsibility for our actions.

6. Administrative Procedures

The provisions of the 2019 Passenger Rail Operating Manuals, which includes safety standards for operating trains on the rail corridor, and the Master Roster Guidelines dated 12/07/2011 will apply to staff employed on this agreement. This is on the

basis that any proposal to amend any provision in the Rail Operating Manuals will be considered on its merits and any opposition advanced is reasoned and logical.

7. Coverage

7.1 This collective agreement applies to all employees of the employer parties to this agreement who are or become members of the Rail and Maritime Transport Union except for the following:

- Managerial positions responsible for recommending and/or approving appointments and dismissals.
- Policy, executive support functions and Human Resource positions.

7.2 This collective agreement does not apply to employees who were employed under an individual agreement (not being an individual agreement based on an expired collective employment contract or an expired collective agreement) at the commencement of this collective agreement. The employee may however join the Union and the employee may become a party to the agreement if they fall within the coverage of this collective agreement and the previous individual agreement will not apply.

8. Parties

8.1 Union Party to this Agreement

The union, party to this agreement is the Rail and Maritime Transport Union (RMTU), ("the Union").

8.2 Employer Parties to this Agreement

The employer parties to this agreement are:

- Transdev Wellington Limited
- Hyundai Rotem Company Limited

And any successor entity (whether named Transdev Wellington and Hyundai Rotem Company or otherwise) to which the employment of any RMTU member covered by this multi-employer collective agreement is transferred or vested (jointly "the Employers").

For the avoidance of doubt the parties agree that when any successor employer is created, that employer shall sign this multi-employer collective agreement, and that such execution shall not require any additional ratification by the RMTU members or any other party to this agreement.

Where variations exist between employers, the individual employer will be identified in the relevant applicable clause (e.g. the position titles and pay codes).

9. Subsequent Employer Parties to this Agreement

9.1 The parties agree that a new employer may become party to the Agreement after it has been signed if:

i) The parties agree to the new employer becoming a party to the Agreement, such agreement not to be unreasonably withheld bearing in mind the parties

obligations of good faith and the need to assess each situation on a case by case basis; and

ii) The work of some or all of the new employer's employees comes within the coverage in clause 9 of this Agreement; and

iii) The relevant employees are not bound by another collective agreement in respect of their work for the new employer.

9.2 Where the Union notifies, the existing parties that a new employer wishes to join the Agreement, the existing parties shall within 15 working days of the notification referred to in this clause advise the Union and the new employer of their agreement or otherwise under clause 9.1(i).

9.3 If the existing parties or any of them refuse to agree to the new employer joining as a subsequent party to this Agreement, all existing parties agree to participate in mediation in good faith in an effort to resolve this impasse.

9.4 Any such new employer shall comply with Section 56A of the Employment Relations Act 2000 and any amendment to the same, including notifying all parties to the Agreement that the new employer proposes to become a party to this Agreement.

9.5 The address to which the notification referred to in the preceding paragraph is to be posted for an existing party to the Agreement, will be forwarded to Transdev Wellington Limited and Hyundai Rotem Company, PO Box 5665, Wellington and any variation to the same that is notified in writing to the other parties to the Agreement.

9.6 This Agreement shall also apply to all employees of any employer who becomes a party to this Agreement by way of the Subsequent Employer Parties Clause, who are or become members of the Union, and who come within the coverage clause in clause 8.1 of this Agreement. The names of such Subsequent Employer Parties shall be recorded on a separate schedule in the Agreement at the time they become a party to the agreement. Such new employees shall be covered by this agreement as agreed between the Union and the new employer or such new schedules as are agreed between the Union and the new employer.

10. Representation

10.1 You may authorise the RMTU or any person to act as your authorised representative in accordance with the Employment Relations Act. Your RMTU subscriptions will be deducted from your pay.

10.2 The RMTU can enter the employer's premises at any reasonable time, following advice to site supervisor to discuss matters relating to employment.

11. Employment Philosophy

11.1 The parties are committed to developing and maintaining a harmonious relationship based on mutual respect. Our objectives include:

- Being an Employer of Choice
- Providing a healthy and safe workplace
- Improving the working environment
- Providing fair and equitable opportunities to all
- Increasing the competitiveness of business through customer focus, efficiency and flexibility
- Encouraging employee participation in the business
- Recognising employees' contributions and family responsibilities

11.2 The parties agree that the employers will become a more effective business if the employees are confident the employment relationship is based on trust, goodwill and mutual respect. We believe well trained employees who are involved in decision making will provide customers with excellent service.

11.3 We can meet our customers changing needs more effectively by working together in teams, cooperating, partnering, learning new skills, taking on new tasks and working flexibly.

11.4 Skilled staff are our main resource. We will sustain and develop our employees to ensure that they strengthen and improve their place in the market. Employees will have a chance to learn new skills, develop career paths and access higher earning and developmental opportunities.

11.5 It is neither possible nor desirable to set rules regarding everything that can happen in a workplace. This agreement, including its schedules sets out the general terms and conditions of employment and continues the foundation for our employment relationship.

12. Resolution of Employment Problems

The employers want your employment to be a positive and rewarding experience however with the best intentions, differences will arise and the important thing is they are dealt with promptly, fairly and without recrimination with the objective of getting on with the job. Any concerns should be raised with your manager in the first instance. Your attention is drawn to clause 28 – Resolution of Employment Relationship Problems, which addresses the process to be followed in detail.

13. Consultation

13.1 We acknowledge that our interests are mutually dependant and that on-going consultation between us is essential. In particular, the employers agree to consult with the RMTU on proposed changes which may affect conditions of employment.

13.2 Managers and supervisors will maintain an open door policy.

13.3 Employees and the RMTU are encouraged to provide ongoing feedback on issues of concern. Managers cannot be expected to help fix a problem unless they know that it exists.

13.4 As part of this process the employer will call meetings to discuss important employment related matters and will be open to approaches to discuss issues of concern.

13.5 In addition, the RMTU can call for formal paid meetings to discuss employment related matters. The objective in holding these meetings will be to allow employees the opportunity to receive information and discuss issues while at the same time causing minimum disruption to our customer needs.

13.6 Sufficient notice (up to 14 days can be required) will be given so that work flows can be arranged to allow minimum disruption and maximum attendance of the employees involved. For this to happen it will mean that not all employees can attend a single meeting and sometimes more than one meeting may have to be held.

13.7 Generally these meetings will not total more than four hours in each calendar year.

13.8 Many of the current work procedures and administrative instructions relating to these procedures were developed in co-operation with employees or the Union. It is the

parties' intention to continue this consultative approach in the development of work procedures in the future.

13.9 Subject to clause 13.1 the parties will co-operate in the introduction of new and improved work methods, arrangements, processes, equipment and technology.

14. Joint Commitment to Training

14.1 It is agreed between the RMTU and the employers that all employees should be encouraged to participate in, and accept training opportunities, i.e. NZQA, in-house and OJT to the fullest extent possible.

14.2 The parties agree that qualifications enhance the skills of employees and the productivity of the company, and the parties record their belief that a highly skilled and trained workforce is in the best interests of all.

14.3 It is recognised that some employees may choose not to participate in a skill based pay system. These employees will retain their current rates of pay and conditions.

15. Workplace Delegate Rights

15.1 The employers will recognise workplace delegates, authorised by the National office of the RMTU, and agrees to permit such delegates reasonable time to perform their role without any discrimination in their employment subject to the Company's operational requirements.

15.2 The employers acknowledge that union delegates represent and speak on behalf of RMTU members in the workplace.

15.3 The employers will allow union delegates reasonable paid time during working hours to:

15.3.1 Consult with union members and officials of the RMTU

15.3.2 Represent the interests of members to management and at mediation/employment relations authority hearings as necessary and in consultation with the employee's manager

15.3.3 Participate in the affairs of the union

15.4 The employers shall provide union delegates with reasonable access to existing communication facilities including the use of the email system for union purposes.

16. Union Leave and Training

16.1 An effective consultative and partnership relationship between the parties is dependent upon union representatives at all levels receiving appropriate training and education in their role. Paid leave may be provided for this purpose.

16.2 The notification date for RMTU to inform the employers of Employment Relations Education Leave (EREL) entitlement will be 1 July each year.

17. Industrial Councils

The parties are committed to working proactively together on issues of mutual interests. The parties agree that there will be an Industrial Council set up. This

council will meet at least four times per year and will comprise of management and RMTU representatives. The employer will meet all associated costs.

18. New Zealand Railways Staff Welfare Trust

18.1 Unless you have been previously exempted, or work less than 40 hours per fortnight, are a casual employee, or if you have fixed term employment for 12 months or less, you will be a member of the New Zealand Railways Staff Welfare Trust and have subscriptions deducted from your pay.

18.2 The employer parties agree to sponsor the trust and pay the prescribed levy per member per pay period.

19. Staff Support

You shall have access to the following:

- Employee Assistance Programme
- Injury Management Programme
- NZR Staff Welfare Trust

20. Equal Employment Opportunities Network

As part of their EEO programme, the employers assist interested employees in the setting up and operating of equal employment opportunities networks such as the Maori Network Te Kupenga Mahi and a Gay and Lesbian Support Group.

21. Health and Safety Management

21.1 Commitment to Excellent Health and Safety Management

21.1.1 The parties to this agreement are committed to achieving excellence in health and safety management in the workplace.

21.1.2 To achieve this common goal of zero workplace accidents and illnesses the parties commit to work together in a spirit of good faith.

21.1.3 As a minimum standard, the parties agree to comply with the Health and Safety at Work Act 2015 and all regulations and codes of practice and guidelines made pursuant to this Act (and any subsequent amendments) as well as any other legislation relevant to health and safety in the workplace.

21.2 Promotion of Health and Safety

The parties accept that the promotion of good health and safety practice is preferable to dealing with accidents and illnesses.

21.3 Rehabilitation

The parties accept that agreed and sustainable rehabilitation is important in ensuring any injured person returns to work. To achieve this, the Employers and the Union jointly promote an Injury Management programme to assist employees in returning to work following any accident or illness, whether work related or otherwise. The injury management programme protocol is as laid out in the Injury Management Agreement, and can only be varied by the agreement of both parties.

21.4 Employer and Employee Obligations

EMPLOYER OBLIGATIONS	EMPLOYEE OBLIGATIONS
1. Provide and maintain a safe work environment.	1. Ensure your own actions or inactions do not cause harm to yourself or others.
2. Ensure all known hazards are assessed and controlled.	2. Prompt reporting and active participation in assessment of all identified hazards.
3. Promptly deal with any health and safety issues that are brought to its attention.	3. Report any hazards, accidents, substandard conditions or near hits you come across in the course of your work to your supervisor and participate actively to assess any risk.
4. Train all employees in safe working practice and in usage of machinery.	4. Comply with all health and safety instructions and the Employer operating codes.
5. Provide all necessary safety equipment / medical equipment and personal protective equipment for employees.	5. Wear all safety equipment and personal protective equipment.
6. Provide emergency procedures for all employees and workplaces.	6. Be aware of and comply with emergency procedures.
7. Consult with its employees on all matters to do with health and safety.	7. Actively participate with your local workgroup on all matters to do with health and safety.
8. Ensure there are adequate procedures and policies in place so that its employees are not harmed by the work of contractors or third parties that may be working on the rail corridor.	8. Alert your Manager of any hazard associated with the work of contractors or any third parties.
9. Ensure that any accident is promptly investigated so that it can be learnt from and it can be prevented from reoccurring.	9. Participate in any incident re-enactment and/or review with your Manager at a mutually agreed time.
10. Ensure all health and safety representatives receive adequate training and time to enable them to perform their duties competently.	10. Actively participate in all health and safety training and initiatives.
11. Disclose information and reports relating to health and safety issues that are brought to its attention and deal with such issues promptly.	

21.5 Drugs, Medication & Alcohol

21.5.1 The employers and RMTU want their employees/members to be safe at work.

21.5.2 The work environment is unsafe if people are impaired at work by drugs and/or alcohol. Consequently, the possession, consumption, sale or storage of alcohol and/or unauthorised drugs in the employers' workplaces, including company vehicles, is prohibited.

21.5.3 The employers and RMTU have developed this policy together with the purpose that our employees/members are clear about their responsibilities to be free from the impairment of drugs and alcohol and to reassure the employers' customers that we have an agreed policy which is actively applied.

21.5.4 We expect people to come to work free from being under the influence of drugs and/or alcohol, including prescription and over-the-counter drugs. When being assessed by a medical professional, employees should inform the professional of the nature of their work so that appropriate medication and work attendance decisions can be made. Employees on prescription and over-the-counter medication that may impair their ability to perform their duties safely are required to inform their manager.

21.5.5 All employees will be subject to random testing at any time, even if they have been tested before.

21.5.6 The employers and RMTU are committed to the rehabilitation of employees who have drug and/or alcohol issues and we encourage employees to voluntarily enter rehabilitation when they have a drug and/or alcohol problem.

21.5.7 Drug and alcohol testing will be conducted for pre-employment, for transfer from non-safety critical to safety critical roles, for post incident events and for reasonable cause. Post incident testing will be limited to those directly involved in the incident.

21.5.8 The disciplinary process will be invoked when test results warrant this and when there is a refusal to test.

21.5.9 The employer and the union will discuss the merits of the case. Rehabilitation is preferred, but the employers and RMTU acknowledge that rehabilitation may not be appropriate in all cases. Required entry into rehabilitation will only be offered to employees on one occasion. In the event of an employee returning a positive test rehabilitation may be offered. Once rehabilitation has been entered into and successfully concluded, if no further positive test is returned during a period of three years the employee may be offered another period of rehabilitation in the event of he or she returning a positive test.

21.5.10 If an employee voluntarily enters rehabilitation and does not return a positive result during the six random tests then the three year period will not be activated. If an employee voluntarily enters rehabilitation and returns a positive result through one of the six random tests, the nature of the rehabilitation will change to required entry and the three year period will apply.

21.5.11 Contractors will have an active Drug and Alcohol policy and procedures which meet all requirements of the employers Drug and Alcohol policy and procedures or be subject to the employers Drug and Alcohol Policy and Procedures with the employers managing any testing.

21.5.12 The drug and alcohol process and procedures will be subject to and aligned with this policy.

21.5.13 The employers and their employees retain their legal rights in the application of this policy.

22. New Employees

The terms and conditions of this collective agreement apply to all new employees whose work falls within the coverage clause for the first 30 days of their employment in addition to any other terms and conditions the employer and the new employee have mutually agreed upon provided that those terms and conditions are not inconsistent with the terms and conditions of this collective agreement.

22.1 Employer Duties in Relation to New Employees who Fall within the Coverage of the Collective

The employers agree to take the following steps upon engagement:

- Provide them with a copy of this collective agreement;
- Inform them that this collective agreement applies to the new employee for the first 30 days of their employment, and beyond if they choose to join the Rail and Maritime Transport Union; and
- Inform them that if the new employee joins the Rail and Maritime Transport Union they will have all the rights, benefits and obligations of the terms and conditions of this collective agreement; and
- Ask the employee if they wish the employer to advise the Union that they have entered into an individual employment agreement; and
- If the new employee and the employer have mutually agreed on additional terms and conditions of employment then the employer must seek the new employee's agreement to advise the Rail and Maritime Transport Union of the fact that the new employee and the employer have agreed on additional terms.

23. Hours of Work

23.1 Mutual Objective

Our mutual objective in setting the hours and days that are worked is to provide as much stability as practicable and yet be adaptable to the changing needs of our customers, whether these are on a planned basis, temporarily or at short notice. This requires a balance between meeting customer needs, efficiency and respect for an individual's personal and family commitments.

23.2 Definitions

23.2.1 **Present Hours:** Your normal hours and days of work at the start of this agreement are those that applied immediately before the start of this agreement

23.2.2 **Full Time Employee:** An employee who is available to work up to 80 ordinary hours a fortnight

23.2.3 **Shift Worker:** An employee who works on a rotating roster, where at least 40% of the work periods on the roster include hours falling between 2000 and 0600 or other employee who works more than 40% of their hours between 2000 and 0600

23.2.4 **Part Time Employee:** An employee who normally works less than 75 hours a fortnight

23.2.5 **Roster Work Periods:** If you work on a roster your work periods will be posted at least 10 days before you are required to commence them

23.2.6 **Work Period:** A normal "days work" including a shift within a roster. A "tack on" involving a later finish or earlier start is part of the work period

23.2.7 **Tack Ons:** Tack-ons are paid as extra work periods if employees work a rostered shift on the second Saturday of the fortnight and the total hours (including paid leave, but excluding extra work periods) exceed 80. This does not apply to Locomotive Running employees or part time employees.

23.2.8 **Call Back:** A call back is a return to work after the end of a work period to perform an extra or unscheduled task. Working all or part of a scheduled work period during time off, for instance because of the absence of another employee, will not be call back. A call back ceases at the time the next work period begins.

23.2.9 **Locomotive Running:** An employee paid under Locomotive Running Payscale in this agreement.

23.2.10 **Relevant Daily Pay**: has the meaning given to it by the Holidays Act 2003. In this Act, unless the context otherwise requires, "relevant daily pay", for the purposes of calculating payment for a public holiday, alternative holiday, sick leave, or bereavement leave,

Means the amount of pay that the employee would have received had the employee worked on the day concerned; and

Includes

- Productivity or incentive-based payments (including commission) if those payments would have otherwise been received on the day concerned:
- Payments for overtime if those payments would have otherwise been received on the day concerned:
- The cash value of any board or lodgings provided by the employer to the employee;
- Allowances paid in accordance with the provisions of this collective agreement with the exception of strict reimbursing allowances.

23.3 Hours of Work Parameters

23.3.1 The following are the hours of work parameters to promote health and safety in the workplace.

	Desired	Absolute
Maximum work period (exceptions listed below): • Excludes travel time ** • Emergencies situations can work up to 14 hours ***		12 hours
Rest between work periods:		
Category 1 staff		12 hours
Category 2 staff	12 hours	11 hours
Other staff	12 hours	10 hours
Number of consecutive work periods before an off duty day	10 days	12 days

The maximum number of days worked in a 14 consecutive days is 12 for Category 1 workers with the exception of emergencies. Days off include:

- Annual leave
- Special leave

- Lieu days taken
- PDOs (Paid day off)
- RDOs (Rostered day off)

** Travel time is paid passengering to and from home location to a place of work.
*** Emergency is - a serious, unexpected, and often dangerous situation requiring immediate action.

23.3.2 The absolute maximum work periods for Locomotive Engineers and Remote Control Operators are:

Locomotive Engineers; - work periods with a commencement time from 0601 to 1400 hours: - all other work period commencement times:	 11 ½ hours 11 hours
Remote Control Operators:	12 hours

23.4 Planned Days and Hours

The normal practice in planning days and hours will be to keep them at or about 80 hours on up to 10 work periods in the fortnight. If it is more practicable there may be more than 10 planned works periods but the extras are paid at overtime (the Saturday or Sunday work periods will in this case be the overtime).

23.5 Meal and Rest Breaks

Meal and rest breaks will be rostered into all master, mini and daily alteration shifts. Generally meal breaks will be at the mid point of the shift and rest breaks will be at the quarter and three quarter points of any shift. Meal breaks shall be for at least 30 minutes and may be up to 60 minutes in duration.

Where the meal break is not able to be taken at the rostered time due to business or customer needs that meal breaks of any duration will be paid. Rest breaks shall always be paid and shall be taken so as to ensure a break every four hours in accordance with the Employment Relations Act 2000.

23.5.1 Maintenance depot staff meal and rest breaks

Where meal breaks are at fixed times these are unpaid. Where the meal breaks are not able to be taken at the rostered time these will be paid. Rest breaks shall always be paid and shall be taken as agreed and in accordance with the provisions of the Employment Relations Act 2000.

23.5.2 Other rostered staff

30 minute meal breaks will always be paid with 60 minute meal breaks being generally unpaid.

23.6 Planned Change

In setting the planned hours or days, the employer will give you as much notice as possible of a proposal to change them (in any case at least 14 days unless you agree otherwise). It will consult with you or the RMTU in accordance with the administrative instructions (e.g. the Rail Operating Manual) applicable to your work area which are developed in consultation with the RMTU from time to time.

23.7 Planned Short Term Change

If there is capital and/or major maintenance work which is planned to take place on

days other than your normal days of work you may be asked whether you will agree to change your normal days to work on these days. In normal circumstances you will be given at least 4 weeks' notice and will receive any penal rates that are applicable to you on those days that you do work. No change to your days of work will be made for short term planned tasks without your agreement.

23.8 Short Notice Change

23.8.1 When a change is needed to the planned hours or days of the fortnight that have already been arranged, you will be given as much notice as circumstances permit and consulted where this is possible. We will respect each other's needs and commitments and will make practical adaptations if this is desirable and necessary. Except where there is no reasonable alternative available, short notice change will be made by mutual agreement. The planned hours and days for the balance of the fortnight will not be reduced as a result of the change (unless you so agree).

23.8.2If you wish a change in your planned hours or days of the fortnight you 0 should also give as much notice as circumstances permit, and the employer will endeavour to meet your needs. Examples are exchanges of work periods and unplanned annual leave.

24. Overtime and Call Backs

24.1 Overtime

24.1.1 Overtime is paid for at a rate of time and a half on the following basis.

- hours in excess of 80 per fortnight
- extra work periods above 10 (or if you are a full time employee, any extra work period is where you are rostered to work less than 10 work periods a fortnight)
- Call Backs

24.1.2 This excludes Locomotive Running Employees.

24.2 Penalty Rates

24.2.1 The following do not apply to Locomotive Running Employees:

• Any time worked on Saturday:	Time and a half
• Any time worked on Sunday:	Double time
• Any time worked between 2000 -0600 hours Monday to Friday	Time and a quarter

24.2.2 Where the time you work qualifies for more than one of the overtime or penalty rates specified above only the higher rate shall apply.

24.3 Allocation of Night and Weekend Work

The allocation of night or weekend work among employees covered by this agreement shall be fair and equitable. The manager shall not have regard to the penal rate applicable to individuals.

24.4 Call Backs

24.4.1 Call-backs apply to the employers' Mechanical Depots.

24.4.2 Shift workers will not be called back during 11 hour breaks between work periods.

24.4.3 The following payments also apply to call backs:

- Call back to a work site: 1 hour additional to time worked will be paid at the appropriate overtime rate. If the call back includes time between 2300 – 0530 there is a minimum payment of three hours pay at the appropriate overtime rate;
- Call back not to a work site (e.g. work from home at a telephone or computer terminal): 30 minutes minimum at the appropriate overtime rate.

24.4.4 Call backs should not be taken into account for the purpose of determining the number of ordinary hours worked in any fortnight.

24.4.5 The union has undertaken to intervene where there are problems with employees attending call backs and to resolve such problems. Failing that the parties will meet and enter into negotiations over a call out roster.

24.5 Rest Periods

Call backs tend to alter the sleep pattern and are likely to affect your safe and effective performance during the next work period. Your manager may give you paid time off. In any event:

- If there are fewer than continuous hours off specified in clause 23.3.1 between work periods, your manager will allow you time off to make up the hours without
- If there is a call back which breaks the period between 2300 and 0530 hours your manager will allow you equivalent time off from the work period due to commence that morning.

25. Public Holidays

25.1 Recognised Holidays

The following are recognised as public holidays and shall be granted in accordance with the Holidays Act 2003.

- Christmas Day
- Boxing Day
- New Year's Day
- The second day of January (or some other day in its place)
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- The anniversary of the reigning Sovereign
- Labour Day
- Anniversary Day of the Province (or some other day in its place)

25.2 Observation of Public Holidays

Where Waitangi Day, Anzac Day, Christmas Day, Boxing Day, or 1 or 2 January falls on a Saturday or Sunday, and an employee does not normally work on a Saturday or Sunday, the holiday will be observed on the following Monday or Tuesday. Where these public holidays fall on a Saturday or Sunday, and an employee normally works on a Saturday or Sunday, the holidays will be observed on the days that they fall.

25.3 Off Work at Public Holidays

If you are off work because of the public holiday you are paid your normal hours at your relevant daily pay which includes any overtime, penalty rates, and allowances that you would have received had you worked on that day.

25.4 At Work on Public Holidays

25.4.1 It is recognised that the employer operates a year round business and in some divisions operate a 24/7 roster operation. As such you may be requested to work on a public holiday if you are rostered to work on that day. If you work on a public holiday:

25.4.2 You will receive double your Relevant Daily Pay (excluding penalty rates) for each hour worked (except for employees on a salary option under clause 34.1, locomotive running employees and casual employees who will be paid time and a half of their Relevant Daily Pay rate (excluding penalty rates) for the hours worked and hours on standby on the public holiday. Penalty rates expressed in clause 24.2.1 will not contribute to Relevant Daily Pay. The parties agree that this provision is more beneficial to the employee than those set out in the Holidays Act 2003; and

25.4.3 If that day would otherwise be a working day, you will be granted an alternative day off on pay calculated at your relevant daily pay to be taken on a day that is agreed with the employer, or if agreement cannot be reached then:

- If it is within 12 months of the entitlement arising, at a time determined by you, taking into account the employer's view as to when it is convenient for you to take the day, provided at least 14 days' notice is given by you; or
- If 12 months have passed since the entitlement to that alternative holiday arose, then if the parties are unable to reach agreement as to the date on which the employee will take the alternative holiday, the employer can determine when that alternative holiday is taken, provided at least 14 days' notice is given to you.

25.5 Public Holidays

25.5.1 If you work on a public holiday that falls on a week day that is not your normal working day you will be granted an alternative day of paid leave.

25.5.2 In addition, if a public holiday falls on a week day that is not your normal working day, and you do not work on that day you will still be granted an alternative day of paid leave. This clause does not apply to part time, locomotive running or casual employees

25.5.3 If you are a Locomotive Running Employee and a public holiday falls on a day that is not your normal working day, and you do not work on that day you will receive 8 hours pay, paid at your hourly rate.

25.6 Call Backs on Public Holidays

If an employee is called back or called into work on a public holiday, the employee will be paid for the hours worked at the applicable public holiday rate and will be paid for the balance of the day (up to a total of 8 hours) at ordinary rates. An alternative day of paid leave will be provided for those instances when one has not already been accrued.

26. Leave

26.1 Annual Leave

26.1.1 The leave year for employees employed prior to 1 April 2004 is 1 December to 30 November. The leave year for employees employed after 1 April 2004 will commence from their anniversary date.

26.2 Annual Leave Entitlements

26.2.1 At the end of each year of employment you will be entitled to four weeks' annual leave. Any leave entitlement above four weeks may be taken in cash with your Manager's approval. You must take a day's annual leave for each day cashed up.

26.2.2 Employees with 7 or more years' continuous service will qualify for a fifth week of annual leave.

26.2.3 In the first 12 months of service employees may request to utilise accrued annual leave for the purpose of taking annual leave.

26.3 Shift Workers

If you are a shift worker you will be entitled to an additional week's leave; prorated if you are on shift work for less than a year.

26.4 Requests for Leave

26.4.1 You need to take a break from work on a regular basis to relax and to refresh yourself. For this reason the employers require that leave is taken within twelve months of falling due, but in special circumstances the employers may agree to leave being accumulated until a later date. Such agreement should be recorded in writing. Be sure to discuss your holiday preferences with your Manager so that as far as practicable your wishes can be accommodated. To help with work planning and rostering please give as much notice as possible. It is preferable that leave requirements are known before the work plan or roster is prepared. Your manager will promptly let you know whether your leave requests can be met so that you can finalise your own arrangements.

26.4.2 The employers have the responsibility for setting leave schedules and where agreement cannot be reached will give you as much notice as possible but in any case not less than two weeks' notice of annual leave will be given.

26.5 Advancement of Annual Leave

In some circumstances you may take an advance of your entitlement. You will need to request this in writing and will need the approval of your manager.

26.6 How Leave is Paid

26.6.1 Annual leave for a full pay fortnight is counted as 10 days annual leave. Annual leave is otherwise deducted on the basis of one day for every 8 hours absence, rounded to the nearest half day. There is no leave deducted, or paid, for absence on rostered extra work periods or other overtime. Part time employees are treated on a pro rata basis.

26.6.2 Annual leave will be paid for in accordance with the Holidays Act 2003 provided that leave carried forward from previous years will be paid at the higher of your average weekly earnings or your ordinary weekly pay at the time you go on leave. Normally you will be paid for annual leave in

your normal pay cycle however if you wish it to be paid before taking your annual leave you need to notify Payroll at least seven days in advance.

26.7 Parental Leave

26.7.1 Parental Leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 or successor legislation and its amendments.

26.7.2 The Act provides that leave may be taken, subject to certain procedures, by both women and men on the occasion of the birth or adoption of a child. The period of leave (paid and unpaid as per the Act) may be up to a maximum of 52 weeks.

26.7.3 The Act requires that certain notice procedures must be observed and employees must give notice to the employer at least one month before the expected date of birth. (Different periods of notice apply in the case of adoption).

26.7.4 Subject to the criteria set out in the Parental Leave and Employment Protection Act, your job will be kept open for you. Full details on those criteria and other information will be provided when you apply for leave.

26.7.5 If you take Parental Leave you will be paid a grant equal to the period of Parental Leave, up to 6 weeks. This grant is payable 6 months after returning to work.

26.7.6 If you resign to care for pre-school children you will be given preference over outside applicants for any vacancy, subject to you having the skills required to fill the vacancy. You should give at least 3 months' notice that re-employment is being sought. The absence from employment does not count as continuous service but will not break continuity. This provision applies for a maximum of 5 years inclusive of any Parental Leave previously granted.

26.8 Long Service Leave

26.8.1 You will be entitled to one period of 4 weeks or two periods of two weeks long service leave after the completion of 20 years' service.

26.8.2 Long service leave is to be taken at a mutually convenient time, but in any event during the five years following the date of entitlement.

26.8.3 Pay while on long service leave is calculated the same way as annual leave.

26.9 Jury Service

If you are summonsed to jury service it is important to notify your manager as soon as possible. You shall be granted paid leave on each occasion that you are required to do jury service based on your relevant daily pay. You are required to pay the employer jury service attendance fees you receive but you may keep any separate travel or parking reimbursement payments. You must return to work as soon as practical on any day that you are excused from serving.

26.10 Unpaid Leave

Leave without pay may be granted by your manager upon request. The terms and conditions under which any leave without pay is taken will be advised in writing to you by your manager.

26.11 Sick Leave Entitlement

The employer will provide leave on pay when you need to be absent due to your

illness, or if you have responsibility for short periods of care of a household member who is ill. Your entitlement is 6.5 days per year paid for on the basis of your relevant daily pay which includes overtime, penalty rates and allowances that you would have received had you worked on that day.

26.12 Sick Leave

26.12.1 Unused leave is accumulated from year to year.

26.12.2 If your sick leave entitlement is exhausted you and your manager may agree to additional paid sick leave. Favourable consideration will be given in cases of serious illness or fatigue / stress that could affect safety.

26.12.3 Please ensure you assist the smooth running of the business by advising your Manager as early as possible on the first day of absence because of illness or bereavement. Please keep your manager updated as to when you will be returning to work.

26.13 Medical Certificates

You will need to provide a medical certificate from your doctor for an illness / domestic leave involving an absence of more than 5 consecutive calendar days. In some circumstances (e.g. where there is a pattern of frequent short illnesses or repeated absenteeism) you may also be expected to provide a certificate for an absence of up to 5 consecutive calendar days, but this will be subject to prior written advice to you. Where the employer requests a medical certificate for absence of less than 5 consecutive calendar days, the employer will meet the reasonable cost of you obtaining this certificate, save for employees who have had 10 or more absences in the preceding 12 month period, who may be required to bear the cost of a medical certificate themselves except where there is a known underlying medical condition.

26.14 Accident Compensation Pay

26.14.1 Where your absence is due to a work accident your accident compensation pay will be supplemented to the sick leave rate without debit to your sick leave entitlement.

26.14.2 Where your absence is due to a non-work accident and you have a sick leave entitlement your accident compensation pay will be supplemented to the sick leave rate and debited on a proportionate basis to your sick leave entitlement.

26.15 Sick Leave Entitlement Deductions

Sick leave and domestic leave payments are debited to your entitlement on the basis of one day deduction for one work period absence except that any absence of less than four hours in a week for reasons connected with sickness or for dental or optical appointments shall be paid as sick leave but shall not be deducted from your sick leave entitlement.

26.16 Health Assessment

To obtain an assessment of your health or obtain an opinion about when you will be able to return to work the employer may, at its expense, require you to undergo a medical examination by a doctor nominated by the employer after consultation with you. Where practicable, the employee will be offered a choice about which doctor they are assessed by.

26.17 Sick and Domestic Leave Entitlements

Your sick leave and domestic leave entitlements are in substitution of, and not in addition to, the Sick Leave provisions of the Holidays Act 2003.

26.18 Domestic Violence Leave

Domestic and Family Violence leave is provided in accordance with the Holidays Act and any subsequent legislative amendments.

26.19 Safety Critical Occupations

26.19.1 If you are in a position which has been identified, after consultation with the national office of the RMTU, as being a safety critical occupation you may be required to undergo a medical examination by a doctor nominated by the employer after consultation with you. This will be at the employer's cost. The examination is to assess your fitness to work in your position and will be at intervals set after consultation with the national office of the RMTU.

26.19.2 The RMTU and the employers will work collectively to review the process for managing medical reviews.

26.20 Bereavement Leave / Tangihanga Leave

26.20.1 Leave is also provided to the greatest extent practicable to allow grieving associated with bereavement, Tangihanga or to pay respects on the death of a close relative. If you need to discharge obligations and or pay respects to a deceased person with whom you have had a close relationship or association, appropriate leave will also be favourably considered. Such obligations may exist because of family or whanaunga connections or cultural requirements such as attending all or part of a Tangihanga or its equivalent. Such leave will normally be on pay but in some cases the leave, or part of it, may be without pay.

26.20.2 The entitlement to paid bereavement leave is a minimum of 3 days for the death of an immediate family member. You may also be entitled to one days paid bereavement leave on the death of other persons, depending on a range of factors including the closeness of your association with the deceased. These provisions are in accordance with the Holidays Act 2003. Paid leave shall be calculated on the basis of your relevant daily pay which shall include any overtime, and allowances you would have received had you worked on that day.

26.21 Retirement Leave

Employees who retire at the specified age or who retire earlier than the specified age with the consent of the employer shall be entitled to paid retiring leave on the following scale:

Years	**And Months of Service**					
	Leave (working days)					
	0	2	4	6	8	10
Under 10	0	0	0	0	0	0
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51

17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20 – 24	65	65	65	65	65	65
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40 & over	131					

26.21.1 Locomotive Engineers at the specified age of guaranteed eligibility for guaranteed retirement income who provide at least 9 months' notice of intention to retire shall receive an additional 9 days retirement leave.

27. Ending Employment

27.1 Resignation

You must give a minimum of two weeks' notice of resignation of employment or two weeks wages may not be paid in lieu of such notice. However you can agree with the employer for a lesser period of notice should you resign.

27.2 Dismissal

The employer must give you two weeks' notice of dismissal or two weeks wages will be paid in lieu of such notice. The employer may dismiss you, without notice, for serious misconduct. A lesser penalty may be proposed as an alternative to dismissal.

27.3 Termination for Incapacity

27.3.1 Your employment may be terminated by the employer by giving such notice as is appropriate in the circumstances, if, in the view of the employer, you are incapable of the proper performance of your duties as a result of your medical condition. Before the employer takes any termination action relating to your incapacity, you will undergo a medical examination by a registered medical practitioner (determined after consultation with you) nominated by the employer and at the expense of the employer. The employer will take account of any resulting report or advice from its own and/or your medical practitioner before making a termination decision

27.3.2 If your employment is terminated for incapacity you will be paid:

Service	Lump Sum Payment
Under 10 years	131 days' pay
10 years and over	261 days' pay

Remaining sick leave entitlement will be added to the lump sum. Retirement leave is not payable.

27.3.3 Clause 27.3.2 does not apply to members of The New Zealand Locomotive Engineers Sickness, Accident and Death Benefit Fund. The following applies instead: if your employment is terminated for incapacity you will be entitled to retiring leave in accordance with the scale set out in the Retirement Leave Schedule to this agreement, with a minimum of 65 days. Remaining sick leave entitlement will be added to that leave. If the amount payable under this clause (after tax) plus the amount payable by the fund is less than the amount payable under clause 27.3.2 (after tax) then the payments will be supplemented to the equivalent of clause 27.3.2 (after tax).

27.4 Death and Disablement

The employers will arrange insurance cover to provide lump sum benefit payments of $250,000 on the death of employees (and scaled payments in the event of permanent disability) resulting from at work accidents. The premiums on this policy are to be paid by the employer and the employer receives the benefit payments, but agrees to forward all benefit payments received under the policy to the injured employee or in the case of the death of the employee to the employee's estate.

27.5 Certificate of Service

On termination of employment you will be provided with a certificate of service stating the positions you held and your length of service. Your manager may also provide a personal reference.

27.6 Retirement

27.6.1 Employees employed prior to 1 February 1999:

27.6.2 If you have reached the age of eligibility for the guaranteed retirement income you will be eligible for retirement leave under the Retirement Leave Schedule except where a previous employment agreement applicable to you provided for a retirement payment based on service and being aged 50 - 65 when you retire in which case you will be paid in accordance with the retirement leave schedule.

27.6.3 If you intend to you may submit a request to retire earlier than age of eligibility for the guaranteed retirement income such request should be made to the employer which may at its discretion consider such a request on a case by case basis. Such requests should be provided with 6 months' notice.

27.6.4 If you intend to retire on or after the age of guaranteed retirement income, the employer requires you to provide 1 month notice of your intention to retire.

27.6.5 Employees employed after 1 February 1999:

27.6.6 Once you reach the age of eligibility for the guaranteed retirement income you will be eligible for retirement leave under the Retirement Leave Schedule. The employer requires you to provide 1 month notice of your intention to retire.

27.7 Abandonment of Employment

27.7.1 It is a requirement of this agreement that employees must use their best endeavours to notify their line Manager of any absences and maintain regular contact throughout any period of absence. Non-agreed and non-

notified absence from work for more than five working days without reasonable explanation is considered to be abandonment of employment and may result in termination.

27.7.2 An employee who is unable to notify the employer of absence due to unforeseen hospitalisation or similar circumstance shall be given the opportunity to be reinstated.

27.8 Redeployment, Redundancy and Employment Protection

27.8.1 A 'redundancy' means a situation where an employee's employment is terminated by the employer the termination being attributable, wholly or mainly, to the fact that the position filled by that employee is, or will become, superfluous to the needs of the company, and no alternatives to termination (including those set out in the Redeployment and Redundancy Schedule) are available. The provisions of the Redundancy and Redeployment Schedule shall apply in the event of redundancy or redeployment.

27.8.2 It is not a redundancy if there is simply a change of ownership in the shares of the employer

27.9 Restructuring of the business

Where the employer is proposing to restructure its business or part of its business as defined in section 69OI of the Employment Relations Act 2000, the employer shall negotiate with the person who undertakes or proposes to undertake the employers business (or part of it) or to whom the employer's business (or part of it) is, or is to be, sold or transferred (the 'new employer') about whether affected employees will transfer to the new employer, and their conditions of employment. The employer shall consult with the Union in respect of these discussions.

27.10 Redundancy Compensation (new employer)

An employee whose position of employment is to be terminated by reason of a redundancy arising from a reconstruction or a restructuring as defined in the preceding clause 27.9 shall be entitled to redundancy compensation from the employer, unless:

- the employee is offered employment with the new employer on terms and conditions that are the same or more favourable than the employees existing terms and conditions with the employer;
- the new employer has agreed to treat service as continuous for the employee.

27.11 Offer of employment with new employer

The employee shall, where they are offered employment with the new employer that complies with clause 27.10, have a choice as to whether to transfer to the new employer. If the employee declines to transfer to the new employer, then the employer shall explore alternatives to dismissal (including redeployment and / or relocation under the Redeployment and Redundancy Schedule). In these circumstances the employer will be under no obligation to provide redundancy compensation but shall provide notice of termination of employment.

27.12 Redundancy Compensation (providing services)

No redundancy compensation shall be payable where the employer ceases to provide services to any third party, and:

- the employee is offered employment with the new service provider on terms

and conditions that are the same or more favourable than the employee's existing terms and conditions with the employer, and

- the new service provider has agreed to treat service as continuous for the employee.

27.13 Consultation

Where the employer identifies a position as being redundant (or will become redundant) the employer will advise employees affected and the RMTU, and allow the opportunity for negotiation in accordance with agreed procedures.

27.14 Selection for Redundancy

27.14.1 The employer has the right to determine the criteria by which employees are made redundant, but will in every case consider volunteers before effecting redundancy

27.14.2 The parties acknowledge that there is a current redundancy selection criteria for locomotive running employees. In the event of such a proposal the union will be consulted before a decision is made.

27.15 Effecting Redundancy

In determining the criteria for effecting redundancy (after considering volunteers) the employer will identify and assess employees in the same or equivalent position as first priority.

27.16 Alternative Employment

27.16.1 If you are in a position which is or will be declared redundant, the employer will endeavour to place you in alternative employment, and/or retrain you where appropriate.

27.16.2 Alternative employment (or a training opportunity) is defined as suitable if it does not require you to remove your household; or to accept a lower rate of pay; or to perform substantially different duties on a permanent basis; and it is within your skills and ability.

27.16.3 Job offers under this provision shall be in writing and shall include information on the location, pay rate and principal duties of the job.

27.17 Offers of redeployment and/or relocation

Where the employer is unable to offer alternative employment or you do not accept an offer of redeployment and/or relocation, you (and the union) will be given four weeks' notice of redundancy or four weeks wages will be paid in lieu of such notice. The time to consider an offer of redeployment and/or relocation will be concurrent with the notice of redundancy given under this provision.

27.18 Relocation

If you receive an offer which requires a change of residence you will be given 4 weeks to decide upon the offer.

27.19 Redeployment

27.19.1 If you accept an offer of redeployment which involves a reduction in pay rate you will receive either:

- a payment calculated as the difference between the former and new hourly pay rates multiplied by 6240 (subject to the payment not

exceeding a redundancy payment, and pro-rated in the case of part-time employees); or

- maintenance of your former rate for up to three years (the penalty, overtime and statutory holiday provisions of the former job apply during this period).

27.19.2 If mutual agreement over which of these options will apply cannot be reached, the offer of redeployment is deemed not to be accepted.

27.19.3 For any redeployment offer not involving a change of residence you will be given 2 weeks' notice to decide upon the offer.

27.20 Redundancy

27.20.1 If during your notice period you need time off for job search purposes, this will be given favourable consideration. If you find a job during your notice period the employer will make every endeavour to allow you to take up the job without forfeiting your entitlement to redundancy payment.

27.20.2 If you apply for a vacancy within three years after being made redundant you will be given preference over external candidates (subject to the skills needed to fill the vacancy).

27.21 Redundancy Payment

27.21.1 If you were last engaged before 6 April 1990 you are paid under Scale 1 (but a minimum of Scale 2 applies). If you were engaged after that you are paid under scale 2.

27.21.2 The "day's pay" is 8 hours at your hourly rate in the Pay Schedule as at your last day of work (includes trades qualification allowances); pro-rated for part time employees.

27.21.3 Any resigning leave, retiring leave or release leave previously paid is offset.

27.22 Scale 1 (Employees engaged before 6 April 1990)

Year	0	1	2	3	4	5	6	7	8	9	10	11
0	75	75	75	75	75	75	75	87	88	90	92	93
1	95	96	98	99	100	101	103	104	105	106	108	109
2	110	111	113	114	115	116	118	119	120	121	123	124
3	125	126	127	128	128	129	130	131	132	133	133	134
4	135	137	138	140	142	143	145	147	148	150	152	153
5	155	156	157	159	160	161	162	163	164	166	167	168
6	169	170	171	172	172	173	174	175	176	177	177	178
7	179	180	181	183	184	185	186	187	188	190	191	192
8	192	194	196	197	198	199	201	202	203	204	206	207
9	208	209	210	212	213	214	215	216	217	219	220	221
10	222	223	224	225	225	226	227	228	229	230	230	231
11	232	233	234	234	235	236	237	237	238	239	240	240
12	241	242	243	244	244	245	246	247	248	249	249	250
13	241	252	253	253	254	255	256	256	257	258	259	259
14	260	261	262	263	263	264	265	266	267	268	268	269
15	270	271	272	272	273	274	275	276	277	277	278	278
16	279	280	281	282	282	283	284	285	286	287	287	288
17	289	290	291	291	292	293	294	294	295	296	297	297
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22	330	331	331	332	332	333	334	334	335	335	336	336
23	337	338	338	339	339	340	340	341	341	342	342	343
24	343	344	344	345	345	346	347	347	348	348	349	349
25	350	350	351	351	351	352	352	352	353	353	353	354
26	354	354	355	355	356	356	357	357	357	358	358	359
27	359	359	360	360	360	361	361	361	362	362	362	363
28	363	363	364	364	364	365	365	365	366	366	366	367
29	367	367	368	368	368	369	369	369	370	370	370	371
30	371	371	372	372	373	373	374	374	374	375	375	376
31	376	376	377	377	377	378	378	378	379	379	379	380
32	380	380	381	381	381	382	382	382	383	383	383	384
33	384	384	385	385	386	386	387	387	387	388	388	389
34	389	389	390	390	390	391	391	391	392	392	392	393
35	393	393	394	394	394	395	395	395	396	396	396	397
36	397	397	398	398	398	399	399	399	400	400	400	401
37	401	401	402	402	403	403	404	404	404	405	405	406
38	406	406	407	407	407	408	408	408	409	409	409	410
39	410	411	411	412	412	413	413	414	414	415	415	416
40	416											

If you had, immediately before the start of this agreement, an entitlement to a greater number of days than provided in the above scale, you shall continue to be entitled to that greater number.

If you have a dependent child under age 18 the payment is increased by 20 days for each dependent child (but not if another employee within the employers' business has been paid the supplement for the same child).

Scale 2 (employees engaged after 6 April 1990)

Service	Days pay
Less than 6 months	5
6 months to less than a year	15
1 year and over	30 Plus 5 days each additional complete 6 months; subject to a maximum of 210 days.

28. Resolution of Employment Relationship Problems

28.1 Suspension

28.1.1 The employer may suspend you from your duties, on pay, where necessary and appropriate, while it investigates any allegation of misconduct, or incident affecting safety in which you appear to be involved.

28.1.2 The parties to this agreement are committed to the speedy resolution of employment relationship problems.

28.1.3 This clause sets out the services available for the resolution of employment relationship problems. An "employment relationship problem" includes a personal grievance, a dispute (about the interpretations, application, or operation of an employment agreement) and any other problem relating to or arising out of an employment relationship.

28.2 Tell your manager first

If you have a problem in your employment, then you must let your manager know immediately, so it can be resolved promptly and fairly. If the matter remains unresolved or if you consider your manager is the cause of the problem you should go to a more senior manager. For Personal Grievances there is a time limit on when you have to do this.

28.3 Mediation Services

28.3.1 If you are not satisfied with your employer's response, then you can contact the Employment Relations Service Te Ratonga Hononga Taimahi for free mediation assistance. The mediator will try to help the parties resolve the problem, but will not make a decision about what should be done to resolve the problem unless you and the employer agree to this.

28.3.2 If the problem referred to the Employment Relations Services is a dispute about the interpretation, application or operation of this Collective Agreement, you must ensure that the RMTU is given notice of the dispute.

28.4 Employment Relations Authority

If the problem is still not resolved, then you can apply to the Employment Relations Authority for assistance. The Authority will investigate the problem, and will make a decision. This decision can be appealed to the Employment Court and then to the Court of Appeal.

28.5 Representation

At any stage, you are entitled to have the RMTU or other representative working on your behalf to try to resolve the problem. Your employer can also choose to have a representative working on its behalf.

28.6 Personal Grievances

28.6.1 If you have grounds for raising a personal grievance with your employer (for unjustified dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress), then you have 90 days of the action occurring, or the grievance coming to your notice. Otherwise your claim may be out of time.

28.6.2 If you raise your grievance out of time, your employer can consent to accept the late grievance or to reject it. If the employer rejects it, you can ask the Employment Relations Authority to grant you leave to raise the grievance out of time.

28.6.3 If you have been dismissed you may within 60 days after the dismissal request your employer to provide a statement in writing of the reasons for the dismissal. Your employer must give the statement within 14 days after being asked.

28.6.4 If the personal grievance is not resolved and it is based on a claim of discrimination or sexual or racial harassment you can choose to either pursue a personal grievance to the Employment Relations Authority or complain under the Human Rights Act 1993. Both procedures cannot be used for the same complaint.

29. Contracting Out, Outsourcing or Sale

29.1 The employers prefer to utilise their own people and equipment for its on-going business activity.

29.2 In furtherance of this preference, the commitments in Clauses 2, 3, 4 and 5, and in recognition of the principle that job security, skills, development, and a fair employment policy will best ensure trust, goodwill and mutual respect, and an employee commitment to customer service, the employer confirms its commitment in regard to contracting out, outsourcing or sale as follows:

29.2.1 That, wherever possible work falling within the scope of the positions in the Pay Schedule on which employees covered by this agreement are engaged, as at the commencement date of this agreement, will continue until the expiry date of this agreement to be undertaken by its own employees.

29.2.2 Where it is not possible to undertake particular work using the employers' own employees in an efficient manner, at a reasonable cost and to an acceptable level of quality, consideration may be given to contracting out , outsourcing or selling work currently performed by employees covered by this agreement to third party contractors or labour agencies. It is acknowledged that employees of labour agencies may be engaged on an urgent or short term basis.

29.2.3 For the term of this agreement the employers undertake to provide third party contractors with a schedule of the employee's hourly rates for relevant work covered by this agreement and require them to assure the employers that they will pay at or above these hourly rates.

29.3 The employers acknowledge that any such decision to contract out, outsource or sell should not be based solely on strict commercial criteria and the competitive position of the business, but must also give proper weight to factors such as:

- Customer service
- Quality
- Efficiency and flexibility
- Organisational knowledge and experience
- Safety
- The value of job security, skills development and a fair employment policy
- The commitment of its own employees

29.4 The RMTU acknowledges the ongoing need for flexibility, efficiency, and customer focus in order to continuously improve the competitive position of the businesses and attractiveness of services to its customers.

29.5 The impact of a contracting out, outsourcing and sale decision which results in redundancy of existing staff is greater than a decision to contract out work which does not directly affect employees. This must be reflected in the process leading to high impact decisions.

29.6 The employers acknowledge that the consultation process provided for in this agreement will be utilised in respect of any proposals or intended decisions as above and further acknowledges that the consultation process is a minimum requirement.

29.7 The above provision is limited to the term of this collective agreement. The parties agree to formally review the application and operation of this provision for the future on the expiry of this agreement. The parties record their preference for continuing

to address this issue within this framework and also acknowledge that their ability to continue to do so is dependent on both parties being satisfied that a balanced approach is being adopted.

29.8 To this end, the employers acknowledge the need to demonstrate that the inherent benefits of the employment relationship were factored into any decisions to proceed or not to proceed with contracting out proposals. The parties accept that arbitrary formulae are impractical and that the employers position will be demonstrated in practice and not theory

29.9 The RMTU similarly acknowledges that it will need to demonstrate that its members have been willing to implement practices which improve the employers' competitive position through improved customer focus, efficiency and flexibility. The RMTU further acknowledges that the actions of its members in this regard have direct linkage to the employers' willingness to take into account factors beyond a cost/benefit analysis.

30. Service

30.1 Service means: All service with the employer up to the last day of work. For the employer parties to this agreement employee's service also includes any recognised previous service with KiwiRail, New Zealand Railways Corporation, Toll NZ, UGL, Tranz Rail or its predecessors.

Service under Scale 1 means:

30.1.1 If you were engaged before 10 November 1987 your service will mean all service with the company

31.1.2 Service for such employees also includes employment in the State Services, Armed Forces and overseas railways up to 10 November 1987 (provided that service has not previously been recognised for a redundancy payment).

31.1.3 If you were engaged between 10 November 1987 and 6 April 1990 your service will mean all continuous service from your engagement date.

30.2 Continuous Service

Service: current continuous service. Unless otherwise agreed by the employer, special leave without pay does not count as service, but does not break continuity of employment for the employee concerned.

31. Non-Permanent Workers

31.1 Fixed term employees

A fixed term employee is a person who is initially employed for a period of not more than 6 months, which fact shall be recorded in a letter to the employee at the time of the engagement. The parties may agree to an initial period of employment greater than 6 months but it shall not exceed 12 months. Should it be necessary to continue to engage the employee beyond the initial period of engagement, the employee shall be offered permanent employment unless there is a clear and compelling reason not to. Such clear and compelling reason will be documented and agreed at the time of the extension.

31.2 Casual Employees

31.2.1 Casual Employee: Casual work means employment of a short term

irregular or on-call nature, which becomes available on an occasional basis. Casual work is regarded as being for a day or a few days at a time.

31.2.2 Clauses 26.2 and 26.12 to 26.19 do not apply.

31.2.3 Availability for employment is on any day subject to:

- You will be advised by at least 1200 hours on the day preceding any assigned work. At your option you can accept work with less notice, provided you can meet the fitness requirements. Notice, including advice of work to be done, is given to you via the telephone number you have nominated, or at the workplace if you are on duty;
- Where you are unable to report for duty at the agreed time because of sickness, family bereavement or other such unforeseen circumstances please advise as soon as reasonably possible so that alternative arrangements can be made;
- To assist with planning the work of employees, please advise as early as possible of any periods that you will be unavailable to accept work, preferably at least two weeks prior to the fortnight concerned.

31.2.4 The hours and days of work are advised by the employer. Subject to consultation with you, these can be changed or extended beyond those anticipated if this is necessary to complete the work. Alternatively the expected duty period can be reduced.

31.3 Agency Temps / Casual Employees

31.3.1 The period of assignment for an agency casual/temp will not exceed 6 continuous months. Should an assignment reach 6 continuous months, the employer will evaluate offering employment as an employee of the company. This will be based on the ongoing need for the position. Any offer of employment will be permanent or a fixed term arrangement.

31.3.2 During the employment of agency temp employees, no permanent employee of the same occupation who is available to transfer to this work will be declared redundant.

31.3.3 On engagement and again if re-confirmed on a fixed term after 6 months, each temporary employee shall be provided with an appointment letter specifying the reason for the temporary employment and the expected duration of the period of employment.

31.3.4 Temporary employees confirmed in ongoing employment following directly on from a fixed term engagement will have service in their fixed term employment counted as service for the purpose of any service-related entitlement.

32. Other Contractual Matters

32.1 Indemnity

32.1.1 The employer will indemnify you against reasonable costs associated with defending any civil and criminal proceedings and in being legally represented in relation to any external investigation processes with potential prosecuting agencies (such as the Police or WorkSafe or NZTA) where such proceedings or investigation arise out of acts or omissions during the normal and ordinary course of employment. This indemnity is subject to the following qualifications:

- You must not have been dismissed as a consequence of your act or omission giving rise to the proceedings or external investigation; and
- The indemnity does not apply in situations arising from any act or omission while you are unable to properly perform your duties because of the influence of alcohol or if you are deliberately taking or using illegal drugs and in cases of deliberate and significant misuse of prescribed or over the counter drugs; and
- The employer has the discretion to decide whether to extend the indemnity to cover the costs of any appeal against judgment or conviction; and
- It does not apply to the payment of traffic offence notices, parking or similar offences.

32.1.2 The reasonable costs referred to above are where practicable, to be notified to the employer before they are incurred.

32.2 Debts

If you have proven debts to the employer the amount will be deducted from your wages on termination.

32.3 Notification of Criminal Convictions

Employees shall as soon as practicable notify their line manager of any charges laid against them from the commencement of the date of this agreement, which carry a potential custodial sentence of 3 months or more. This clause applies to charges laid under the Crimes Act 1961, Land Transport Act 1998, Misuse of Drugs Act 1975, Health and Safety at Work Act 2015, and Railways Act 2005 (including any modification, re-enactment or amendment to these Acts).

32.4 Change During Currency

32.4.1 The parties agree that the terms of this Collective agreement may be changed during its currency by agreement between the employer, the RMTU and the employee(s) who will be directly affected by the proposed change.

32.4.2 The procedure by which changes will be made will be as follows:

- The party seeking change will tell the other parties who will be affected by the change of their proposal for change.
- The proposed changes shall be put in writing and a reasonable period of time will be allowed before starting any negotiations.
- Proposed changes will not be implemented unless at least 70% of the employees directly affected agree to them.
- Once agreed the changes will be put in writing and signed by the parties and shall apply from the agreed date.

32.4.3 Should you be affected by the proposed changes you will be entitled to involve the RMTU in any negotiations.

32.5 Reimbursement of Expenses

32.5.1 You will not be out of pocket for authorised expenses incurred in the course of your employment.

32.5.2 The employer will promptly refund all actual and reasonable expenses incurred by you in the course of an absence on duty or for any training provided. Claims are to be supported by receipts in accordance with the requirements of the employer. You may obtain an advance to meet these expenses if required.

32.6 Provision of Meals in the case of emergency work or derailments

Your manager may provide meals in the case of emergency work or derailments. Reimbursement for the reasonable cost of a meal can also be approved where you are required to work past your normal finishing time at short notice and this extension coincides with your normal meal time.

33. Allowances

33.1 Except in the employers training situations, seminars and conferences you may choose to arrange your own accommodation and/or meals. The employers may also arrange for your accommodation and/or meals. Any arrangement must be mutually agreed between the Employee and the Manager. The following allowance will be paid as appropriate:

33.2

		2019	2020	2021
If the employer provides:	**Allowance**			
Accommodation and meals	Incidentals	$15.75	$16.22	$16.70
Accommodation	Meals and Incidentals	$117.97	$121.51	$125.15
If the employers do not arrange your accommodation and meals	Accommodation, Meals and Incidentals	$216.06	$222.54	$229.22

33.2 Vehicle Allowance

Where the employer requires an employee to use his/her vehicle for the Employers business the employee shall be reimbursed at the IRD Recommended Recovery Rate as stated on the IRD website from time to time.

Note: The employers do not accept liability for damage caused to an employee's vehicle when being used on Company business.

33.3 Tea and Coffee

Where the employer does not provide tea, coffee etc. for meal and rest breaks, a payment per fortnight is paid to full time employees. This allowance is also paid on a pro rata basis to part time employees who work three or more continuous hours a day.

	2019	2020	2021
Coffee & Tea allowance	$5.91	$6.09	$6.27

33.4 Safety Footwear

33.4.1 The employer will

- Provide you with the footwear; or
- Reimburse you up to a maximum rate as per the table below for employees (or such greater amount as your manager may agree to having regard to durability and suitability).

	2019	2020	2021
Safety footwear reimbursement up to a maximum of -	$280.62	$289.04	$297.71

33.4.2 Safety footwear will be replaced on a fair wear and tear basis.

33.5 Transport

33.5.1 If you work between 2000 and 0600 hours and live more than 2km away from work an allowance is paid for the work period (code GTRP).

33.5.2 If you are called back to work between work periods you are paid an allowance (code GTRP) or the employers' rate for the use of your vehicle, at your option.

33.5.3 These payments do not apply if you have a vehicle provided by your employer for travel to/from work.

	2019	2020	2021
Transport Allowance	$5.91	$6.09	$6.27

33.6 Laundry

Employees who are provided with protective clothing (overalls or similar) who launder it are paid an allowance per fortnight.

	2019	2020	2021
Laundry Allowance	$6.94	$7.15	$7.37

33.7 Relocation

If your work is relocated (without requiring a household removal) and you need to travel additional distance to work you are paid the following one off amount:

Additional Distance	Effective 03/07/2019	Effective 03/07/2020	Effective 03/07/2021
2km or less	$0.00	$0.00	$0.00
> 2km, < 4km	$578.93	$596.30	$614.19
> 4km, < 6km	$834.00	$859.02	$884.79
> 6km, < 8km	$1,131.77	$1,165.72	$1,200.69
> 8km, < 10km	$1,390.37	$1,432.08	$1,475.04
> 10km, < 12km	$1,688.14	$1,738.79	$1,790.95
> 12km, < 14km	$1,961.01	$2,019.84	$2,080.44
> 14km, < 16km	$2,224.36	$2,291.09	$2,359.83

Over 16km	$2,376.22	$2,447.50	$2,520.93

33.8 Tools

33.8.1 Tradespersons, including leading tradespersons, and apprentices when working at their occupation and possessing sufficient tools of trade to carry out their work efficiently are paid an allowance of $0.45 per hour.

	2019	2020	2021
Tool allowance	$0.46	$0.48	$0.49

33.8.2 If this is paid in advance it is recoverable from future wages.

33.8.3 HRC Carriage Depot telephone allowance

Where the employer requires a Carriage Depot employee to receive and respond to messages for employer business either on site or when away from the worksite (during and outside working hours), the employer will at the employer's discretion, provide the employee with a mobile phone (or similar device) or an allowance of $10.00 per fortnight (code 4101).

33.9 First Aid

An employee who holds a current First Aid certificate and who is designated by the employer to be the First Aid Attendant for more than 20 employees is paid an allowance per hour (code GFAD).

	2019	2020	2021
First Aid allowance	$0.34	$0.35	$0.36

33.10 On the Job Training Allowance – OJT Safety Critical Roles

33.10.1 An OJT Allowance per hour will be paid to employees who agree to engage in the On the Job Training Supervision of employees in safety critical positions in Metro Wellington (except Team Leaders) (code GLTR).

Except Locomotive Engineers within Metro Wellington who will be paid an allowance per hour for LE Minder duties (code LOJT).

33.10.2 While the parties acknowledge that the On the Job Training Supervision of employees is voluntary, the payment of the allowance offered, fairly recognises the additional responsibility and effort required of the employee, and as such an individual's agreement to supervise On-Job-Training will not be unreasonably withheld.

On the Job Training Allowance	2019	2020	2021
GLTR	$3.68	$3.79	$3.90
LOJT	$5.87	$6.04	$6.23

33.11 Electrical Inspectors Allowance

An Electrical Tradesperson holding registration as an Electrical Inspector will be paid an additional allowance per hour whilst performing WOF inspections.

	2019	2020	2021
Electrical Inspectors allowance	$1.28	$1.32	$1.36

33.12 Other Allowances

Allowance Type	Pay Code	application	2019	2020	2021
Air Fed Respirator Work (incl. Asbestos PPE)	GAFR	per hour	$1.13	$1.16	$1.20
Weld/Gas Cut Confined Space	GCSP	per hour	$4.89	$5.04	$5.19
Full Face Respirator	GFFR	hour	$0.42	$0.43	$0.44
Repairs in Fuel Tank	GFTK	per hour	$4.89	$5.04	$5.19
Cleaning Toilets	GPOO	per hour	$1.11	$1.14	$1.17
Sandblasting Work	GSBR	per work period	$5.89	$6.07	$6.25
Clearing Sand From Tunnels	GSML	per work period	$7.23	$7.45	$7.67
Spray painting tank wagons or silos	GSPT	per hour	$4.89	$5.04	$5.19
Cleaning Blocked Sewers	GSWR	per hour	$5.35	$5.51	$5.68
Traction Motor Work	GTMR	per hour	$5.35	$5.51	$5.68
Waterblasting Locomotives	GWBR	per hour	$2.92	$3.01	$3.10

33.13 Relocation Benefits

If you accept an offer of redeployment to another location the employer's standard transfer provisions, or relocation benefits of this agreement, will apply. If you need to sell and buy a house as a result you will also be paid a grant.

	2019	2020	2021
Relocation Grant	$2,730.92	$2,812.85	$2,897.23

33.14 Privilege Travel

If you have 10 or more years' service, privilege travel, will be available for 1 year from the date of ceasing duty.

33.15 Free Railage

For all employees, if you shift household you are eligible for free "owners risk" railage of your household and personal effects.

33.16 Travel Privileges

As an employee benefit you shall be entitled to the following Travel Benefits. The benefits in this agreement will remain in force for the duration of the agreement:

- Free or discounted fare passenger travel for yourself, your nominated person and dependants; and
- One free vehicle return Ferry crossing each leave year; and
- Discounted Long Service Leave Travel; and
- Retiring Leave Travel.

33.17 Travel Benefits – Employee

'Travel Benefits' entitle the employee to:

- Free travel on employer services when travelling to and from work throughout the year; and
- Free passenger travel on rail passenger services (including one free passenger return Cook Strait ferry crossing) for up to two periods per leave year; and
- One free motor vehicle return Cook Strait ferry crossing pass per year; and
- Discounted travel on employer and other rail services once the employee has exceeded their free travel entitlements.
- Employees engaged during a leave year will be allowed a pro rata entitlement to travel benefits as per the Travel Benefits policy.

33.18 Travel Benefits – Nominated Person and Dependants

'Travel Benefits' entitle the employee's nominated person and dependants to:

- Discounted travel on Metro services (not including travel to and from other employment) throughout the year; and
- Free passenger travel on rail passenger services (including one free passenger return Cook Strait ferry crossing) for up to two periods per leave year; and
- Discounted travel on all Rail and Cook Strait ferry services as determined by the employer once the nominated person or dependant/s has exceeded free travel entitlements.
- The nominated person and dependant/s do not have to be accompanied by the employee on rail passenger services.
- If the nominated person or a dependant is the driver of a vehicle on The Cook Strait ferry service, they do not have to be accompanied by the employee.
- Discounted monthly passes for dependents with satisfactory identification of dependents age and school status.

33.19 Travel Benefits – Employee on Leave – i.e. Long Service and Retiring Leave or Gratuity in Lieu

33.19.1 During long service leave the employee shall be entitled to Discounted

Travel on all rail passenger services and one free passenger return Cook Strait ferry trip for yourself, nominated person and dependants.

33.19.2 Employees that are on retiring leave, or who have received a gratuity in lieu of such leave, shall be entitled to free rail travel on Rail passenger services, and one free return ferry passenger trip on the Cook Strait ferry for themselves, nominated persons and dependants. This is valid for a period of 6 months from the date of retirement.

33.20 Discounted Travel

33.20.1 Employees are entitled to discounted travel at 75% off the premium fare on Rail Passenger and Cook Strait ferry services, for your first year and consequent years of continuous employment with the employer.

33.20.2 Discounted fares on Rail Passenger and Cook Strait ferry services are available between home and work for the following employees:

- Part-time employees working less than 40 hours per fortnight; or
- Employees engaged for a fixed term less than 12 months duration; or
- Casual employees engaged for more than 3 weeks.

33.20.3 To be eligible to FREE travel benefits employees shall be:

- Employed for more than one year's continuous service; or
- Employed on a casual basis where 40 hours or more have been worked on average during the previous 12 month period; or
- Employed on a fixed-term basis for one continuous year or more.

33.20.4 Wellington Metro employees travelling to or from work covered by this agreement will have free travel on Wellington Metro services.

33.20.5 For the purposes of Travel Benefits, "dependant" means a family member under 18 who is substantially dependent on the employee or is undertaking fulltime study for up to 4 years at a recognised tertiary institution and is substantially financially dependent on the employee; and, "nominated person" means a person nominated by the employee. Nominations may be changed one year after the last nomination or on the change of circumstances of the nominee.

33.20.6 The leave year runs from 1 December through to 30 November the following year.

33.20.7 The following restrictions and conditions apply:

- Travel Benefits on the Rail Passenger and Cook Strait ferry services shall be subject to such restrictions and conditions and at such fares as the Employer from time to time determine.
- The free return vehicle Cook Strait ferry crossing shall be subject to such restrictions and conditions as the employer and/or the Cook Strait ferry service provider from time to time determine. Conditions will include restrictions or limited availability on certain sailings, and during school holidays and long weekends.

- Travel benefits shall NOT be used by employees, retired employees, nominated person and dependants in conjunction with other employment (e.g. to travel to and from other employment).

34. Salary Option

34.1 The employer and the employee, in consultation with the union, may agree to an inclusive salary for employees' payable under Pay Scale 6 in the Pay Schedules. Such agreement may include variations to the following provisions in this agreement:

i) Clauses 35.1 to 36.2 – Pay & Allowances
ii) Clauses 24.1 to 24.4 - Penal Rates
iii) Clause 25.4 – Statutory Holidays

34.2 The employer and the RMTU are prepared to consider and accept establishing collective salaries for positions not covered in Pay Scales 6 and of their respective Pay Schedules.

35. Pay & Allowances

35.1 You will be paid in accordance with the rates and allowances shown in the Pay and Allowance schedules.

35.2 Full time employees will be paid 80 hours a fortnight at the hourly rate specified in the Pay Schedule.

35.3 Where you are absent from duty without authorisation, the minimum fortnightly wage will not apply. Payment will only be made for the total fortnightly rostered hours minus the rostered hours not worked because of the absence.

35.4 The employer may also make a deduction subject to the provisions of this agreement for any other authorised unpaid time off.

35.5 Payment will be by direct credit to your nominated bank account every second Thursday.

36. Higher Duties Allowance

36.1 Please note that if you work in a higher paid position for one work period or more, you will be paid the rate appropriate for that position while you are so working. The employer may approve payment for periods of less than one work period. Prior to commencing a period of advanced capacity, you will:

i) Agree on the period with your manager; and
ii) Agree on the appropriate rate for the position (if there is more than one rate for the role)

36.2 Continuous periods of advanced capacity exceeding 3 months will be reviewed and any continuation will be subject to further agreement between you and the manager. You may have RMTU representation.

37. Pay Schedule

The employers and RMTU recognise that one of the ways we can meet our customer changing needs in an efficient and productive way is to work as teams. This requires flexibility and a willingness to learn new skills and take on new tasks.

The parties also recognise the mutual benefits that come from this. Employees will have a chance to learn new skills, to develop alternative career paths and have access to higher gains in terms of earning opportunities. The employers gain in their ability to meet their customers' needs more efficiently.

You will be provided with a generic job description covering the work undertaken in your position. Your duties may be changed by adding or deleting tasks and in such cases you will be consulted before the changes are made.

Pay Scale 1 Mechanical Engineers

Employees employed as Mechanical Engineers, Team Leaders, Fitters and Apprentices are paid:

Designation	Pay Code	As at 03/07/19	As at 03/07/20	As at 03/07/21
Team Leader Level 4 – Trades	42384	$40.24	$41.45	$42.69
Team Leader Level 3 – Trades	42383	$36.11	$37.19	$38.31
Team Leader Level 2 – Non Trades	42382	$33.44	$34.44	$35.48
Team Leader Level 1 – Non Trades	42380	$30.17	$31.08	$32.01
Level 6	42450	$36.97	$38.08	$39.22
Level 5	42440	$34.46	$35.49	$36.56
Level 4	42430	$29.25	$30.13	$31.03
Level 3	42420	$26.43	$27.22	$28.04
Level 2	42410	$24.65	$25.39	$26.15
Level 1	42400	$22.58	$23.26	$23.96
Entry	42390	$19.01	$19.58	$20.17
Designation	**Pay Code**			
Apprentices				
Over 251 Credits	43060	$26.45	$27.24	$28.06
201-250 Credits	43050	$25.10	$25.85	$26.63
151-200 Credits	43040	$22.85	$23.54	$24.24
101-150 Credits	43030	$20.76	$21.38	$22.02
51-100 Credits	43020	$17.80	$18.33	$18.88
0-50 Credits	43010	$16.02	$16.50	$17.00

Note: Non-trades staff will not be appointed to supervise trade staff.

Pay Scale 2 Locomotive Engineering

Employees in Locomotive Engineering other than those paid under Pay Scale 1 are paid:

Designation	Pay Code	As at 3/7/19	As at 3/7/20	As at 3/7/21
Team Leader Locomotive Engineer	48545	$48.85	$50.31	$51.82
Locomotive Engineer Trainer	48545	$48.85	$50.31	$51.82
Locomotive Engineer Special 7 (22nd year)	48565	$44.89	$46.24	$47.63
Locomotive Engineer Special 6 (19th year)	48555	$44.38	$45.71	$47.08

Locomotive Engineer Special 5 (16th year)	48535	$43.85	$45.17	$46.52
Locomotive Engineer Special 4 (13th year)	48525	$43.31	$44.61	$45.95
Locomotive Engineer Special 3 (10th Year)	48515	$42.80	$44.08	$45.40
Locomotive Engineer Special 2 (7th year)	48505	$42.27	$43.54	$44.84
Locomotive Engineer Special 1 (4th year)	48495	$41.75	$43.01	$44.30
Locomotive Engineer Grade 1, 2nd year	48485	$40.71	$41.93	$43.19
Locomotive Engineer Grade 1, 1st year	48475	$39.87	$41.07	$42.30
Trainee Locomotive Engineer (OJT)	48443	$36.42	$37.52	$38.64
Train Operator	48415	$32.79	$33.77	$34.79
Trainee Locomotive Engineer (Classroom)*	48441	$23.15	$23.84	$24.56

* During the theory/classroom training, Locomotive Engineer Trainee will be paid:

- If recruited externally, trainees will commence on paycode 48441.
- If recruited internally from a previous employer role, trainees will retain their current rate of pay until progression in the scale overtakes their rate.
- Minimum rates while undertaking training are Train Examiner Operations paycode 41211.

Pay Scale 3 Metro Operations

Employees in the employer parties Passenger operations are paid:

Designation	Pay Code	As at 3/7/19	As at 3/7/20	As at 3/7/21	
Technical Operations Trainer– Level 4 (10 years' service)	44240	$35.92	$37.00	$38.11	
Technical Operations Trainer– Level 3 (7 years' service)	44230	$34.75	$35.79	$36.87	
Technical Operations Trainer– Level 2 (4 years' service)	44220	$33.73	$34.74	$35.78	
Technical Operations Trainer– Level 1 (2 years' service)	44210	$32.65	$33.63	$34.64	
Technical Operations Trainer: Commencement	44200	$31.63	$32.58	$33.56	
Train Manager Wairarapa –	41186	$26.77	$27.84	$28.96	

Level 4 (10 years' service)					
Train Manager Wairarapa – Level 3 (7 years' service)	41185	$26.39	$27.45	$28.55	
Train Manager Wairarapa – Level 2 (4 years' service)	41184	$25.65	$26.68	$27.75	
Train Manager Wairarapa – Level 1 (On certification)	41183	$25.01	$25.76	$26.53	
Train Manager Wairarapa – Commencement Rate	41182	$24.30	$25.03	$25.78	
		$0.00	$0.00	$0.00	
Train Manager Metro – Level 4 (10 years' service)	41189	$25.79	$26.57	$27.37	
Train Manager Metro – Level 3 (7 years' service)	41188	$25.43	$26.19	$26.98	
Train Manager Metro – Level 2 (4 years' service)	41187	$24.69	$25.43	$26.19	
Train Manager Metro – Level 1 Commencement	41180	$24.30	$25.03	$25.78	

Train Manager Progression Criteria

The progression from one grade to another is dependent on the Train Manager having the appropriate years of continuous service as a Train Manager and on the following:

- The successful completion of two consecutive safety observations
- No un-reconciled short pay-ins.
- No unexplained absences from rostered trains and/or other scheduled activities such as training initiatives over the past 12 months

Train Managers who currently have existing warnings on their personnel files will need to wait for these to expire prior to them advancing to the next applicable grade.

		As at 3/7/2019	As at 1/4/2020	As at 3/7/2020	As at 1/7/2021	As at 3/7/2010
Passenger Operator Grade 3 (7 years' service)	41093	$20.45	$21.25	$21.88	$22.95	$23.64

Passenger Operator Grade 2 (4 years' service)	41092	$19.81	$20.58	$22.20	$22.24	$22.90
Passenger Operator Grade 1	41090	$19.25	$20.00	$20.60	$21.61	$22.26

PAY SCALE 4 – STORES

Designation	Pay Code	As at 03/07/19	As at 03/07/20	As at 03/07/21
Senior Team Leader Stores	42382	$33.43	$34.43	$35.47
Team Leader Stores	42380	$30.17	$31.08	$32.01
Senior Storeperson (4 Years' service)	46190	$24.66	$25.40	$26.16
Storeperson (2 Years' service)	44090	$22.83	$23.51	$24.22
Entry Storeperson (Commencement)	44080	$21.29	$21.93	$22.59
Progression to Senior Storeperson based on service completion every 24 months				

PAY SCALE 5 – ENGINEERING

Designation	Pay Code	As at 03/07/19	As at 03/07/20	As at 03/07/21
Senior Engineer	44300	$43.48	$44.78	$46.12
Engineer – Level 6	44290	$42.09	$43.36	$44.66
Engineer – Level 5	44280	$40.76	$41.98	$43.24
Engineer – Level 4	44270	$39.47	$40.66	$41.88
Engineer – Level 3	44260	$38.26	$39.41	$40.59
Engineer – Level 2	44250	$37.05	$38.16	$39.30
Entry Engineer(NZQA level 5 or below)	44240	$35.92	$37.00	$38.11
Progression: Commencement Rate depending on Qualifications and Experience will be up to Level 3, progression based on service completion every 24 months.				

Trade Certification

This schedule covers Pay Scale 5

Trade Certificates	Code	As at 03/07/19	As at 03/07/20	As at 03/07/21
Registration as a Registered Electrical Technician under the Electricity Act 1992	49003	$1.00	$1.03	$1.06
NZCE/NZDE Intermediate*	49004	$1.03	$1.06	$1.09
One Advanced Trade Certificate	49005	$1.58	$1.62	$1.67

NZCE/NZDE Final*	49006	$4.14	$4.26	$4.39
Two Advanced Trade Certificates	49007	$2.35	$2.42	$2.49

*** Based on New Zealand Certificate in Engineering (NZCE) & New Zealand Diploma in Engineering (NZDE)**

PAY SCALE 6

The following designations and rates replace pay scale 1(prior to 2017):

Designation	Pay Code	As at 3/7/19	As at 3/7/20	As at 3/7/21
Retail (1) - Years 10	44150	$26.98	$27.78	$28.62
Retail (1) - Years 7	44130	$25.30	$26.06	$26.84
Retail (1) - Years 4	44120	$24.52	$25.26	$26.02
Retail (1) - Year 1	44110	$23.76	$24.47	$25.21
Retail (1)- Commencement	44100	$23.02	$23.71	$24.42
Service Coordinator - Years 10	44210	$32.65	$33.63	$34.64
Service Coordinator - Years 7	44200	$31.63	$32.58	$33.56
Service Coordinator - Years 4	44190	$30.61	$31.53	$32.48
Service Coordinator - Year 1	44180	$29.65	$30.54	$31.46
Service Coordinator - Commencement	44170	$28.74	$29.60	$30.49
Customer Communications Officer - Years 10	44150	$26.98	$27.78	$28.62
Customer Communications Officer - Years 7	44140	$26.15	$26.94	$27.74
Customer Communications Officer - Years 4	44130	$25.30	$26.06	$26.84
Customer Communications Officer - Year 1	44120	$24.52	$25.26	$26.02
Customer Communications Officer - Commencement	44110	$23.76	$24.47	$25.21
Customer Service Officer - Years 10	44130	$25.30	$26.06	$26.84
Customer Service Officer - Years 7	44120	$24.51	$25.25	$26.01
Customer Service Officer - Years 4	44110	$23.76	$24.47	$25.21
Customer Service Officer - Year 1	44100	$23.02	$23.71	$24.42
Customer Service Officer - Commencement	44090	$22.29	$22.96	$23.65
Train Crew Coordinator - Years 10	44170	$28.74	$29.60	$30.49
Train Crew Coordinator - Years 7	44160	$27.81	$28.64	$29.50
Train Crew Coordinator - Years 4	44150	$26.98	$27.78	$28.62
Train Crew Coordinator - Year 1	44140	$26.15	$26.94	$27.74

Train Crew Coordinator - Commencement	44130	$25.30	$26.06	$26.84
Yard Supervisor - Years 10	44210	$32.65	$33.63	$34.64
Yard Supervisor - Years 7	44200	$31.63	$32.58	$33.56
Yard Supervisor - Years 4	44190	$30.61	$31.53	$32.48
Yard Supervisor - Year 1	44180	$29.65	$30.54	31.46
Yard Supervisor - Commencement	44170	$28.74	$29.60	$30.49
Remote Control Operator (6) - Years 10	41239	$32.11	$33.07	$34.06
Remote Control Operator (6) - Years 7	41238	$31.63	$32.58	$33.56
Remote Control Operator (6) - Years 4	41237	$31.17	$32.10	$33.07
Remote Control Operator (6) - Year 1	41236	$30.70	$31.63	$32.57
Remote Control Operator (6) - Commencement	41235	$30.25	$31.16	$32.09
Train Examiner Operations (6) - Years 10	41214	$26.51	$27.31	$28.13
Train Examiner Operations (6) - Years 7	41213	$26.14	$26.93	$27.73
Train Examiner Operations (6) - Years 4	41212	$25.40	$26.16	$26.95
Train Examiner Operations (6) - Year 1	41211	$25.08	$25.83	$26.61
Train Examiner Operations (6) - Commencement	41210	$24.30	$25.03	$25.78
Administrator (2) - Years 10	44110	$23.76	$24.47	$25.21
Administrator (2) - Years 7	44100	$23.02	$23.71	$24.42
Administrator (2) - Years 4	44090	$22.29	$22.96	$23.65
Administrator (2) - Year 1	44080	$20.89	$21.52	$22.16
Administrator (2) - Commencement	44070	$19.56	$20.15	$20.75
Operations Specialist (3) - Years 10	44170	$28.74	$29.60	$30.49
Operations Specialist (3) - Years 7	44160	$27.81	$28.64	$29.50
Operations Specialist (3) - Years 4	44150	$26.98	$27.78	$28.62
Operations Specialist (3) - Year 1	44140	$26.15	$26.94	$27.74
Operations Specialist (3) - Commencement	44130	$25.30	$26.06	$26.84
Operations Planner (4) - Years 10	44240	$35.92	$36.99	$38.10
Operations Planner (4) - Years 7	44230	$34.75	$35.79	$36.87
Operations Planner (4) - Years 4	44220	$33.72	$34.73	$35.78

Operations Planner (4) - Year 1	44210	$32.65	$33.63	$34.64
Operations Planner (4) - Commencement	44200	$31.63	$32.58	$33.56

(1) - Retail includes: Sales Agent, Group Ticketing, Collections Officer

(2) - Administrator includes: data entry, Training Coordinator

(3) - Operations Specialist includes: Quality Assurance and systems advisor, Rail replacement Coordinator, Accounts officer
(4) - Operations Planner includes: Operational Planning Specialist, Innovation specialist, Performance analyst.
(5) Savings clause: The parties intention is to have a designation and pay rate for all designations and job that are currently or under the prior MECA were paid under Pay Scale 1 (pay codes 44070 to 44350). Should any person or position come to light during the currency of the MECA who is paid under the prior scale 1 and has not had their designation included in this pay scale the parties all commit to resolving this by creating a designation and a relevant rate of pay with service based progression.
(6) Remote Control Operator & Train Examiner Operations: Progression: Internal transfers are to retain their existing rate if it is higher than the rates in this scale, and RCO & TXO service commences from date of certification at level 1.

PAY SCALE 7 - TEAM LEADERS

Pay progression based on service completion every 48 months:

Role	Paycode	As at 03/07/19	As at 03/07/20	As at 03/07/21
Service Delivery Duty Manager	40800	$42.09	$43.36	$44.66
Service Delivery Duty Manager - commencement	40700	$40.76	$41.98	$43.24
On Board Team Leader	40600	$35.92	$37.00	$38.11
On Board Team Leader commencement	40500	$34.75	$35.79	$36.87
Sales Team Leader- Wellington	40400	$31.63	$32.58	$33.56
Sales Team Leader- Wellington - commencement	40300	$30.61	$31.53	$32.47
Outstation team Leader	40200	$34.75	$35.79	$36.87
Outstation team Leader - commencement	40100	$33.73	$34.74	$35.78

SIGNED BY:

For and on behalf of
Transdev Wellington Limited Limited

_____
Ian Ladd, Managing Director

SIGNED BY:

For and on behalf of
Hyundai Rotem Company

_____
Sunjoong Kim, Managing Director

SIGNED BY:

For and on behalf of
Rail & Maritime Transport Union

_____
Wayne Butson, General Secretary

SCHEDULE 1

1. Superannuation

1.1 For those employees who are currently employed by the employer parties (ex UGL employees) are entitled to participate in the ASB Master Trust Superannuation Plan in accordance with the terms and conditions on the Trust Deed.

1.2 The employers agree that they shall continue to pay KiwiSaver contributing members the employer contributions beyond the age of eligibility for the guaranteed retirement income whilst they remain employed.

2. Training Allowance

2.1 When the employers arrange training block courses at various locations throughout the country (excluding Auckland), a weekly (based on a minimum of 4 nights and a maximum of 5 nights, not including Friday or Saturday night) meals and incidentals allowance per week shall be paid.

	2019	2020	2021
Training allowance	$430.50	$443.41	$456.71

3. Other Matters

3.1 KiwiRail's letter of 6 July 1995 about point to point running, split shifts and the Midland Line concept with respect to Locomotive Engineers is renewed until 2 July 2022. This is on the basis that any such proposal is considered on its merits and any opposition advanced is reasoned and logical.

3.2 The employer confirms there are no proposals to change the current redundancy selection criteria for locomotive running employees. In the event of such a proposal the RMTU will be consulted before a decision is made.

3.3 The existing undertaking to not introduce any further split shifting for full time employees in the employers business unless otherwise agreed by the parties is extended until 2 July 2022.

3.4 The employer undertakes to not trial or implement single person remote control shunting at any location without the agreement of the union. The parties have committed to act reasonably and in good faith in an effort to reach agreement on implementation of single person remote control in accordance with the terms of reference. This undertaking will cease on 2 July 2022.

3.5 If an employee was previously paid under the employers, KiwiRail or a predecessor Locomotive Running pay scale during their current continuous employment and that employee resumes locomotive running employment, the employee will be paid under the relevant locomotive running pay scale; all current continuous service during which a locomotive engineers operating certificate was maintained will count as service for pay under the scale.

3.6 The employers and the RMTU agree a Memorandum of Understanding as attached which will continue for the term of this agreement.

Schedule 2

Memorandum of Understanding

2019-2022 RMTU – Transdev – Hyundai Rotem Collective Agreement Negotiations

July 2019

The following arrangements agreed between the parties as part of the above negotiations are as follows:

Relationship Charter
Transdev Wellington Limited and Hyundai Rotem Company Limited and the RMTU agree to actively use a Relationship Charter as its guiding principles to meet not only its Good Faith requirements but for any initiatives nominated by either the employers or the RMTU.

The parties will agree and sign a Relationship Charter to the satisfaction of all parties during the currency of the MECA. This Charter will be used as the guiding principles to meet not only Good Faith requirements but any initiative nominated by the employers or the RMTU.

TDW and RMTU will give favourable consideration to include a commitment to engaging in High Performance High Engagement (HPHE) training and interest based problem solving for projects that can grow the business, improve efficiencies, morale, general wellbeing of RMTU members and productivity that meet everyone's interests.

The TDW & RMTU Governance Group will provide oversight for any HPHE engagement and initiatives.

Living Wage
The employer parties agreed to become a Living Wage employer during the term of the Collective Agreement. The first step of this commitment is indicated by the hourly rate increase for the Passenger Operator pay codes.

Apprentices
Hyundai Rotem are committed to employing more apprentices within the trade areas of the company.

Matariki
The employers agree to engage with Te Kupenga Mahi to identify suitable ways to recognise the cultural significance of Matariki within the organisation.

Company Required Medical Examinations
The employers agree that if an employee is booked on a company required medical examination on a day of work they will be paid relevant daily pay for their rostered hours. Employer required medical examinations on an employee's rostered day off are voluntary. If

the employee attends a medical on their rostered day off, they will be paid 4 hours relevant daily pay.

Special Paid Union Leave

The existing arrangements in respect of paid leave of employees for union purposes are renewed in this MOU.

As in previous years, the provision of special leave on pay for union officers will be on the basis of one day per 25 members.

As at 3 July 2019, the employers employ 439 members (TDW 384 and HR 55) of the RMTU who are party to the Collective Agreement. This equates to 18 days' union leave for the year 3 July 2019 to 2 July 2020.

It is agreed that this leave is to be used for the following purposes:

Attendance at the national conference for the union

Other purposes arranged between the General Secretary and the Manager People & Culture (Transdev) or the Human Resources Manager (Hyundai Rotem) where absence is needed in connection with issues affecting the employers' business and;

- The absence does not involve other employees working extra work periods or overtime to cover the absence; and
- Work can be rescheduled without effecting customer service

The employer should receive applications preferably 21 days prior to the date of the commencement of the intended leave. The Manager People & Culture is the Transdev Wellington contact person and the Human Resources Manager is the Hyundai Rotem Company contact person.

The parties accept that the successful application of the above initiatives is a negotiated and important component of the 2019-2021 Collective Agreement settlement.

On Board Staffing Levels

The employers confirm the agreed on board staffing levels for Wellington EMU and Wairarapa services.

Master rosters will be configured to comply with minimum staffing levels,

Table 1 – EMU On-Board personnel levels (Excluding Locomotive Engineers)

Total Consist Size	Minimum On-Board staff per consist
2 Cars	1
4 Cars	2*
6 Cars	2
8 Cars	3*

* On day of operations where staff unavailability or a disruption situation dictates, the minimum staffing will reduce by 1 and the full consists size will run. This cannot be planned in advance.

Table 2 – Wairarapa Service On-Board personnel levels (Excluding Locomotive Engineers)

Total Consist Size	Estimated number of Passengers*	Minimum On-Board staff per consist
2 Cars	<120	2
4 Cars	121 - 240	2
6 Cars	241 – 360	3
8 Cars	361 – 500	3
9 Cars	501 - 668	4

Table 3 – EMU On-Board personnel levels (Excluding Locomotive Engineers) – Johnsonville line EMU

Total Consist Size	Minimum On-Board staff per consist
2 Cars	1
4 Cars	2

The tables reflect the current agreed staffing levels. The parties acknowledge that should genuine commercial reasons as outlined in the TDW Change Management Policy requires the employers to make changes the employers will undertake a full change management process with meaningful and full consultation. The parties agree to record when the employers are required to respond to a business change such as integrated ticketing that this will be notified in accordance with clause 4 and 13 of the agreement promptly.

If minimum staffing levels for services cannot be achieved, then contingency measures such as locking up of cars to meet minimum staffing levels can be implemented.

*Maximum passenger loadings will be adhered to in accordance with Rail Operating Code - Section 1, sub section 11.3

Wellington Metro Carriage Services
The maximum numbers of standing passengers are:

"A" Carriages - 25 standing
"S, SW and SE Carriages 21 standing

Signed By:

For and on behalf of RMTU

For and on behalf of TDW

For and on behalf of Hyundai Rotem


4
PLATINUM
FIRST AID