

**WELLINGTON CITY TRANSPORT LTD
&
CITYLINE (NZ) LTD**

**COLLECTIVE AGREEMENT
2021 – 2024**

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1. COMMENCEMENT OF AGREEMENT

This agreement shall commence on 15 August 2021.

2. TERM OF AGREEMENT

This collective agreement shall come into force on 15 August 2021 and will continue in force until 10 August 2024.

3. PARTIES TO THE AGREEMENT

- 1) Wellington City Transport Limited a duly incorporated company having its registered office at Auckland ("WCTL").

And

- 2) Cityline (NZ) Limited a duly incorporated company having its registered office at Auckland ("CLNZ").

And

- 3) New Zealand Tramways and Public Passenger Transport Employees' Union (Wellington Branch) Inc ("Tramways Union").

And

- 4) The Manufacturing & Construction Workers Union (Wellington Branch) Inc ("MCWU").

An employer may become a party if the provisions of S.56 (a) of the ERA are met.

4. NEW EMPLOYEES

This collective agreement shall apply to all WCTL or CLNZ employees employed in the designations/areas of: operators, drivers, garage service employees, or workshops who are, or become, a member of the Wellington Tramways Union or the Manufacturing and Construction Workers Union.

The terms and conditions of this Collective Agreement shall apply to any new employee employed in the designation/area of operator, drivers, garage service employee, workshops who joins the Wellington Tramways Union or the Manufacturing and Construction Workers Union and the terms and conditions of this collective agreement apply to those new employees 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.

The employer agrees that it is bound to immediately take the following steps in relation to all driver or service person employees upon their engagement:

- a) Provide them with a copy of this collective agreement;
- b) Inform them that where this collective agreement is the largest collective agreement applying to work of the nature the employee is employed to do then this agreement applies to the new

employee for the first 30 days of their employment and beyond if they join one of the Unions party to this agreement;

- c) Inform them that the new employee may join one of the Unions party to this agreement;
- d) Inform them that if the new employee joins one of the Union's party to this agreement they will have all the rights, benefits and obligations of the terms and conditions of the collective agreement; and
- e) If the new employee and the employer have mutually agreed additional terms and conditions of employment then the employer must seek the new employee's agreement to advise the Unions party to this agreement of the fact that the new employee and the employer have agreed on additional terms.

5. APPLICATION OF TERMS AND CONDITIONS OF EMPLOYMENT

- (a) The terms and conditions of employment within Part A - the operations section of this agreement shall apply to those employees appointed by WCTL or CLNZ to any positions as bus operators or drivers.
- (b) The terms and conditions of employment within Part B - the workshop section of this agreement shall apply to those employees appointed by Wellington City Transport Limited to any positions as engineers, fitters, fitter welder, turners, mechanics, oxyacetylene and electric welders, automotive and trolley bus electricians, trolley bus section electronics technician-service person, armature winders, automotive (heavy) mechanics, trolley and diesel omnibus mechanics, metal workers, and to garage service employees, garage assistants, fitters' assistants, coachbuilders, trimmers, spray painters and panel beaters and day cleaners.

6. VARIATION

This agreement may, at any time while it remains in force, be varied with the written agreement of the WCTL and/or CLNZ and the employees the variation would apply to. The employee's authorised union shall be advised of any proposed variation. WCTL and CLNZ recognise the right of an employee's union to act as the employee's authorised representative in the negotiation of any variation under this clause and that the Union's ratification procedure may apply to the negotiation of the proposed variation.

7. BARGAINING AGENT FEE

Employees who are not members of the Union, and who fall within s69S of the Employment Relations Act, and who accept the terms and conditions of this agreement as an Individual Employment Agreement, will pay a bargaining fee to the Union provided the requirements of S69Q of the Act are met. The Bargaining Fee will be equal to the current weekly membership fee of the Tramways Union less 5 cents, payable to the Union.

PART A - OPERATIONS SECTION

8. DEFINITIONS

"Duty" is a schedule detailing each day's start and finishing times, meal relief and the work to be performed by an employee.

"Shift" means the type of duty rostered to an employee on any particular day e.g. a.m., p.m., or middle straight shift or broken shift.

"Full Time shifts" are shifts that are of at least 8 hours duration per day. "Part Time shifts" are shifts that are of less than 8 hours duration per day.

"Contract Trip" is a trip that is provided on a regular basis and where the work is detailed within a duty.

"Charter Trip" is a trip that carries a private party assembled to travel to a function as determined by the organiser of that trip.

"Operator" or "Driver" is an employee employed to drive a bus and to collect fares. The duties of an operator can include any work to be performed other than driving duties as part of their normal rostered shift, but shall be limited to sweeping out, refuelling/recharging, washing and associated clerical duties. Operators required to undertake refuelling/recharging or washing duties will be provided with appropriate protective clothing.

"Part time Leading Operator" is an employee who undertakes all the duties of an Operator as defined and who is placed in charge of a depot and who gives directions and instructions and is responsible for the work performed by the Operators in that depot.

"Operators Trainers" are Operators relieved of their normal duties to undertake the training of new Operators as required from time to time.

"Operator Tutors" are Operators who are required to permit new Operators to familiarise themselves with "on the job training" on the Tutor's shift.

"Roster" is a key showing an employee's weekly working days on, and days off.

9. HOURS OF WORK

9.1 GENERAL - applicable to all Operators

- (a) For the purpose of this agreement, the week shall operate from Sunday to Saturday inclusive and shall be deemed to end at 0100 hours on Sunday.
- (b) A "day" shall be deemed to mean a period of 24 consecutive hours from 12 midnight to 12 midnight: Provided that any Operator finishing a last trip which commenced before 12 midnight shall not be deemed to be commencing a new day.
- (c) Time worked- The hours of work shall include all time worked by Operators, but shall not include meal intervals or time during which an Operator is signed off duty.
- (d) Signing On and Off - Operators shall be allowed 10 minutes for signing on and 5 minutes for the inspection of their vehicles and 10 minutes for signing off and paying in.
- (e) Where possible an employee shall complete any responses to reports, complaints or enquiries during their rostered duties. Where the employee cannot complete responses during rostered duties they will, with the prior approval of the Operations Supervisor, which will not be unreasonably withheld, be provided additional paid time for the completion of these tasks. Such time will be paid at ordinary rates and will not be included in the calculation of overtime.
- (f) Call backs or Call forwards will be for a minimum of 2 hours and shall not be included in the hours of the original shift, provided that where an Operator is required to work on, due to circumstances beyond the Company's control, payment shall be paid for time worked at the appropriate rate.

- (g) (i) The employers and the unions acknowledge and accept that the "peaked" nature of the business means that broken shifts are unavoidable. The employers will take into account the broken shift limit of 70% that previously existed in the 1990 Wellington City Council Public Transport Workers Agreement, Clause 10 (d).
- (ii) Broken shifts - No employee shall be signed off duty for any lesser period than two hours, or for a longer period than four hours, no more than twice during any one day, nor at a place other than the sign on place, subject to the travelling time agreement: Provided that any other rest period required will be paid time and shall not be deemed to be periods signed off.
- (iii) Broken shifts - No employee will be signed off the first portion of a broken shift until they have been on duty for a minimum of two hours from the commencement of the shift.
- (h) Schedules showing the work of each Operator shall be posted in a position easily accessible and conspicuous to those concerned. These schedules shall be applicable on a weekly basis and shall be posted by 1300 hours the previous Wednesday prior to becoming operative. However, in an emergency, rostered duties may be altered on one clear working days' notice, provided that the alteration shall not change the type of shift the worker is scheduled to work during the week, e.g. early, late or day shift. These schedules shall not roster an employee onto different types of shift in any one week unless by agreement between the employee and employer.
- (i) The roster showing the weekly days off shall be posted in a conspicuous and accessible place. The roster shall be 6 weeks in advance. The roster shall not be subject to alteration during its term unless the parties agree.
- Operators may by mutual arrangement agree to change a shift or a day off, in which case joint written notice shall be given to the Company by 1100 hours the previous day, subject to the employer's consent, such not to be unreasonably withheld.
- (j) An Operator, having completed a shift, shall not be signed-on again until the expiration of ten hours from the time of signing-off.
- (k) No Operator shall be required to work on more than five days in one week, Sunday to Saturday inclusive. Two periods of 24 consecutive hours off duty shall be allowed to each employee in each week. Days off shall be equitably distributed by the roster and where practicable, shall be consecutive for a minimum of 50% of the rostered weeks of duty.
- (l) Details of the employee's wages, including ordinary, overtime and any other payments due, shall be supplied to each employee on their payslip.
- (m) Shift portions will be limited to periods of work up to 5 and one half hours maximum duration including sign-on and sign-off times.
- (n) The parties recognise the community benefits of services that provide public transport after mid-night. Where possible the employer shall attempt to use volunteers for the provision of services with duties that commence after mid-night and before 0400 hours. Where there are insufficient volunteers to complete duties that commence after mid-night and before 0400 hours then the employer may roster employees for those duties.

Any shift that contains trips designated under the Regional Council Contract as being a "NightRider" service shall be paid at double ordinary rates for all "NightRider" duties. No other overtime rates shall apply for this work. If the Regional Council Contracts for "Nightrider" services become commercial services then double time provisions as provided under this clause

shall continue to apply.

- (o) The employers will use their best endeavours to maximize i) the number of full time shifts and ii) the paid hours of part time shifts operating in the companies.
- (p) The company shall establish a roster committee consisting of:
 - a. 2 representatives of the union;
 - b. 3 operators elected by union members;
 - c. Other internal or external stakeholders as may be required.

The roster committee shall meet at least quarterly to review the rosters and shifts in operation and to raise any concerns or issues which the staff or company have with these rosters or shifts. The roster committee will look at the development of a process of an equitable allocation of overtime for bus operators.

Any information reasonably required by the committee to assist in the review will be provided by the company. Committee members will be required to sign confidentiality agreements.

The committee shall put forward its consensus and divergent views for a decision. The general manager will advise the rationale behind decisions.

9.2 FULL TIME OPERATORS

- (a) The ordinary hours of work shall be 40 per week and shall be not less than 8 hours per shift to be worked in 5 days of the week from 0520 hours to 0100 hours Sunday to Saturday, both days inclusive.
- (b) An employee signed on a rostered day off shall receive a minimum of 5 hours at the appropriate rate. This is subject to the provisions of the Charter agreement contained in this agreement.
- (c) Broken Shifts – The ordinary daily hours shall not exceed eight, to be worked within a span of 11 consecutive hours. The broken shift shall be completed within a spread of 12 hours from the first signing-on time, provided that up to 15% of the total broken shifts Monday to Friday in any one week may be extended up to 12 and one half hours prior to completion. Broken shifts shall be signed off no later than 1930 hours, provided that up to 5% of the total broken shifts Monday to Friday in any one week may be extended up to 2000 hours.
- (d) Straight Shifts- In the case of a straight shift, there shall be one sign-off period of not more than one hour for a meal: Provided that when an employee is required to continue working or is called back to work, then a second meal interval, paid, may be allowed. The length of such meal interval shall not be less than half an hour. Straight shifts shall be completed within a spread of 9 hours and 30 minutes and a.m. shifts shall be signed off by 1700 hours, provided that straight shifts may be extended subject to the following limitations:
 - (i) 12.5% of total straight shifts Monday to Friday extended to 10 hours 30 minutes:
 - (ii) 40% of total straight shifts Saturday extended to 10 hours 30 minutes with a further 25% extended to 11 hours:
 - (iii) 40% of total straight shifts Sunday or statutory holiday extended to 10 hours 30 minutes with a further 30% extended to 11 hours.
- (e) The spread of hours shall include the times during which an employee is relieved for a meal

and the signing on and off times.

- (f) No straight shift operator shall be signed off for a meal until they have been on duty for at least three hours from the time they have commenced their shift.

9.3 PART TIME OPERATORS

- (a) Straight shifts will be a minimum of 2 hours.
- (b) If part time Operators have their shift either reduced or removed, their previous claim time will be protected for 6 weeks from when they have been notified of the change: provided that if a vacant shift is advertised that has a claim similar or greater than the shift they lost they are expected to apply for that shift. In the event they refuse to accept the shift, no make-up will be offered. Additionally if no shift becomes available or else the Operators are unsuccessful in their application for a vacant shift the Operator will be expected, if work is available, to work the hours being made up.

10. WAGES / ALLOWANCES

	15.08.2021	05.09.2021	04.09.2022	03.09.2023
Operator - per hour	2.0%	2.0%	2.0%	2.0%
Year 0 - 2	\$19.68	\$20.07	\$20.47	\$20.88
After 2 years continuous service	\$19.79	\$20.19	\$20.59	\$21.00
After 3 years continuous service	\$19.93	\$20.33	\$20.74	\$21.15
After 4 years continuous service	\$20.09	\$20.49	\$20.90	\$21.32
After 5 years continuous service	\$20.21	\$20.61	\$21.02	\$21.44
After 6 years continuous service	\$20.29	\$20.70	\$21.11	\$21.53
After 10 years continuous service	\$20.72	\$21.13	\$21.55	\$21.98
After 15 years continuous service	\$20.81	\$21.23	\$21.65	\$22.08

	15.08.2021	05.09.2021	04.09.2022	03.09.2023
Operator Trainers / Part Time Leading Operators – per hour while performing the duties	2.0%	2.0%	2.0%	2.0%
After 0 -1 months continuous service	\$26.91	\$27.45	\$28.00	\$28.56
After 1 months continuous service	\$27.47	\$28.02	\$28.58	\$29.15
After 2 years continuous service	\$27.75	\$28.31	\$28.88	\$29.46
After 3 years continuous service	\$27.88	\$28.44	\$29.01	\$29.59
After 4 years continuous service	\$28.03	\$28.59	\$29.16	\$29.74
After 5 years continuous service	\$28.04	\$28.60	\$29.17	\$29.75

After 6 years continuous service	\$28.14	\$28.70	\$29.27	\$29.86
After 10 years continuous service	\$28.33	\$28.90	\$29.48	\$30.07
After 15 years continuous service	\$28.40	\$28.97	\$29.55	\$30.14

CPI Adjustment – The rates of pay for operators set out above will increase on:

- a) 4 September 2022 by either 2% or CPI (as measured by the most recently published annual CPI increase prior to 1 September 2022), whichever is greater; and
- b) 3 September 2023 by either 2% or CPI (as measured by the most recently published annual CPI increase prior to 1 September 2023), whichever is greater.

Although the rates are shown in the table above with a 2% increase, if CPI is the greater increase, then the table above shall be updated accordingly.

Operator Tutor - see Operator Tutor clause 12 - additional to Operators rate.

Shift allowance

- Per shift:

	15.08.2021	05.09.2021	04.09.2022	03.09.2023
Wages/Allowances	2.0%	2.0%	2.0%	2.0%
Shift allowance	\$10.28	\$10.49	\$10.70	\$10.91

OVERTIME/PENAL RATES

- After 8 hours - Monday to Friday, time and a half
- After midnight - double time
- Broken Shifts - Time and a half after the 11th hour is exceeded
- Saturday - Time and a half for 8 hours, double time thereafter
- Sunday - double time
- Day Off - time and a half for the first 4 hours, double time thereafter
- Statutory Holidays -double time
- NightRider Services - double time

11. LIVING WAGE ADJUSTMENT PAYMENT

For a maximum of 8 hours each day, on hours worked at ordinary time rates Monday – Friday, operators will be paid a “Living Wage Adjustment Payment”, as follows:

- (i) For the period 15 August 2021 – 4 September 2021 the “Living Wage Adjustment Payment” will be the difference between the operator’s ordinary time rate of pay (ie base rate) and \$22.10 per hour.
- (ii) For the period 5 September 2021 - 3 September 2022 the “Living Wage Adjustment Payment” will be the difference between the operator’s ordinary time rate of pay (ie base rate) and \$22.75 per hour.
- (iii) Provided GWRC has agreed to provide additional funding to WCTL and CLNZ on terms

and conditions acceptable to them, then for the period 4 September 2022 – 2 September 2023 the “Living Wage Adjustment Payment” will be the difference between the operator’s ordinary time rate of pay (ie base rate) and the Living Wage in place as at 4 September 2022.

If GWRC does not agree to provide additional funding to WCTL and CLNZ on terms and conditions acceptable to them, then for the period 4 September 2022 – 2 September 2023 the “Living Wage Adjustment Payment” will be the difference between the operator’s ordinary time rate of pay (ie base rate) and \$23.20 per hour (ie the 21/22 Living Wage + 2%).

- (iv) Provided GWRC has agreed to provide additional funding to WCTL and CLNZ on terms and conditions acceptable to them, then for the period 3 September 2023 – 10 August 2024 the “Living Wage Adjustment Payment” will be the difference between the operator’s ordinary time rate of pay (ie base rate) and the Living Wage in place as at 3 September 2023.

If GWRC does not agree to provide additional funding to WCTL and CLNZ on terms and conditions acceptable to them, then for the period 3 September 2023 – 10 August 2024 the “Living Wage Adjustment Payment” will be the difference between the operator’s ordinary time rate of pay (ie base rate) and \$23.66 per hour (ie \$23.20 + 2%)

By way of illustration, if an operator’s base rate on 16 August 2021 is \$19.68 per hour, then for hours worked at ordinary rates (up to 8 per day, and Mon-Friday) the Living Wage Adjustment Payment will be \$2.42 per hour. If an operator’s base rate is \$20.81 per hour, then the Living Wage Adjustment payment will be \$1.29 per hour. In each case, the operators will initially be paid \$22.10 per hour for the hours when the Living Wage Adjustment Payment is payable (and from 4 September 2022 each operator will be paid \$22.75 per hour for the hours when the Living Wage Adjustment Payment is payable).

For the avoidance of doubt, the Living Wage Adjustment Payment is not payable on hours worked after 8 each day; or after 40 each week; or in the weekends, or on any other hours where overtime or penal rates are payable.

For the further avoidance of doubt, the Living Wage Adjustment Payment is subject to funding arrangements suitable to WCTL and CLNZ being in place with GWRC. Those funding arrangements are in place for the period through to 3 September 2022. However, movement to whatever figure is set as the Living Wage beyond that date is subject to further funding agreements being reached with GWRC. If no suitable funding arrangements are in place then the “Living Wage Adjustment” payment will only adjust to \$23.20 per hour (being a 2% increase) and \$23.66 per hour (being a further 2% increase), even if the Living Wage is higher than these figures.

12. OPERATOR TUTORS

- (a) When vacancies arise they shall be advertised and applications sought from interested and suitably qualified Operators.
- (b) Both successful and unsuccessful applicants will be advised in writing after the application.
- (c) (i) A payment as per the below table per hour will be made when the tutor has a student and is engaging in tutoring duties.

	15.08.2021	05.09.2021	04.09.2022	03.09.2023
Wages/Allowances	2.0%	2.0%	2.0%	2.0%
Operator Tutor	\$2.35	\$2.40	\$2.45	\$2.50

- (ii) Payment will be made when the Tutor Operator is actually engaged in tutoring duties.
- (iii) This allowance shall not attract overtime or penal rates.

13. TRAVELLING TIME AGREEMENT

- (a) Operators covered by this agreement shall within 14 days of their being employed be allocated to a particular depot at which they will commence and finish work. This will then become their home depot.

However, if required to commence or finish work at any other depot other than their home depot, they shall be paid travelling time to or from their home depot.

- (b) (Depot - the definition of a home depot is where the staff are permanently based and to which shifts are rostered permanently Monday to Friday.)
- (c)
 - (i) A broken shift shall not be rostered to sign off on the second portion away from the home depot.
 - (ii) If a broken shift is required to sign off on the first portion away from the home depot, then it can only be signed on the second portion either at the home depot or at the depot where it was signed off on the first portion.
 - (i) Travelling time shall be computed as additional to the shift.
 - (ii) Time spent travelling shall be included in the spread of hours when a worker is required to travel to another depot to commence or finish work.
 - (i) When time travelling is included in the shift, the time exceeding 8 hours shall be paid at overtime rates.
 - (ii) Travelling time which is additional to a shift will be paid at ordinary time rates, irrespective of the day of the week, time or time worked.
- (d) In the event of the company opening new depots, discussions will take place to establish satisfactory travelling times between these and existing depots.
- (e) Schedule of travelling time.

Karori depot to Kilbirnie depot	45 mins
Karori depot to Kaiwharawhara depot	35 mins
Kilbirnie depot to Kaiwharawhara depot	45 mins
Kilbirnie depot to Eastbourne depot	60 mins

Karori depot to Eastbourne depot	60 mins
Kaiwharawhara depot to Eastbourne depot	40 mins

14. ANNUAL LEAVE

- (a) Four weeks annual holidays shall be allowed each year in accordance with the provisions of the Holidays Act 2003 and its amendments.
- (b) Upon completion of two years' current continuous service with the employer, an employee shall be allowed in respect of the second and each subsequent year of continuous service with the employer an additional week's holiday; such holiday shall be taken at a time to be mutually agreed upon between the employer and the employee and shall be paid on the basis of the employee's weekly taxable earnings at the time of taking such holiday.
- (c) Such holiday shall be allowed within six months of the due date and the employer shall notify the employee one month before their holiday is to be taken.
- (d) Holidays may be taken in advance of the date on which they fall due with agreement of the Company.
- (e) The payment of annual holidays shall be in accordance with the Holidays Act 2003. (Generally this will be the average weekly wage for the 12 months prior to the holidays)
- (f) Where a full time employee takes more or less than a week's leave at any given time, the Company will calculate the amount of holiday pay payable to the employee for each day of leave less than or in excess of a week, by dividing the greater of the employee's "ordinary weekly" or average weekly" pay by 5 days. A similar but pro rata calculation will be made for part time employees.
- (g) Applications for annual leave shall be in writing (hard copy or email) in the appropriate form. Management will reply in writing (hard copy or email) within 7 days of receipt of the application.

15. LONG SERVICE LEAVE

- (a) An employee shall be entitled to special holidays as follows:
 - (i) One special holiday of one week after the completion of 10 years and before the completion of 20 years current continuous service with the employer.
 - (ii) One special holiday of two weeks after the completion of 20 years and before the completion of 30 years current continuous service with the employer.
 - (iii) One special holiday of three weeks after the completion of 30 years and before the completion of 4 years current continuous service with the employer.
 - (iv) One special holiday of four weeks after the completion of 40 years current continuous service with the employer.
- (b) All such special holidays provided for in sub clause (a) of this clause shall be paid on the basis of the employee's average earnings as defined in the Holidays Act 2003 and may be taken in one or more periods and at such time as may be agreed by the employer and the employee, but shall in no event be lesser portions than one week.

(c) If an employee, having become entitled to a special holiday, leaves their employment before such holiday has been taken, they shall be paid in lieu thereof.

(d) Option to Return with Protected Seniority

- (i) Employees who have been with the business for 5 years can apply for an 'Option to Return with Protected Seniority'
- (ii) If granted, the employee will be allowed to resign, but will be given an offer of re-employment commencing 12 months (or such other date as may be agreed) after the resignation date. If the employee takes up the offer, they shall return with the same seniority as they had on the date of their resignation.
- (iii) NZ Bus has the right to approve or deny any application, but the employer's agreement will not be unreasonably withheld.
- (iv) Where an employee applies for, and is granted, an 'Option to return with protected seniority', then:
 - (a) a date will be set for employment to recommence. The date shall be 12 months after the date of resignation (or such other date as may be mutually agreed).
 - (b) Prior to the resignation occurring the employee will be given a letter confirming:
 - (i) the offer, and
 - (ii) the date on which notice of return needs to be given; and
 - (iii) the date on which employment will recommence
 - (c) On resignation, the employee will be paid all outstanding pay, holiday pay and other entitlements.
 - (d) If the employee intends to take up the offer of re-employment, then the employee must notify NZ Bus at least 1 month prior to commencement date. A failure to notify NZ Bus shall mean that the offer automatically lapses;
- (v) The principle is that the Full Time or Part Time status of the employee will be the same on return as it was prior to taking Protected Seniority. However, if there is not a full-time shift available, the employee will undertake part time shifts until a full time shift is available. The employee will not be entitled to a top up payment while they perform the part time duties.
- (vi) At the next reschedule when drivers are able to reapply for new shifts the driver will be able to use their seniority to apply for the appropriate block/shift.
- (vii) The year of leave will not count as service for the purposes of calculating Long Service Leave, advancement on pay rates as defined in years or any other service based entitlement.
- (viii) Where an employee applies and is granted the option to return within 3 months or less, then their shift will not be advertised for 3 months from the resignation date. An employee intending on returning within 3 months will resume their employment on that

shift.

16. SHIFT ALLOCATION

- (a) All vacant shifts will be advertised in the weekly notice for three weeks.
- (b) All employees shall have the right to apply for any vacant shift(s). Appointments shall be made on the basis of seniority which shall be determined by the employee's latest commencing date with WCTL and/or CLNZ or its antecedents.
- (c) No employee will invoke their seniority when applying for a shift within two months following a successful shift application. Employees may, however, apply for a vacant shift(s) within the two months following a successful application with an effective seniority of zero days.
- (d) Notwithstanding the provisions outlined above, at Eastbourne depot different rules shall apply. Rosters will continue to be built using roster blocks. Positions in roster blocks will be advertised, for three weeks. There will be a separate seniority list maintained for employees employed at Eastbourne. In any re-roster process, employees on the Eastbourne seniority list, will all have their applications for positions on the Eastbourne roster blocks considered ahead of any applications from any operators/drivers not already working at Eastbourne as at the date of the re-roster. Once an employee from another depot moves into Eastbourne depot for the first time, then for all subsequent re-rosters, their name shall then be added to the Eastbourne seniority list, in the appropriate place based on total service with WCTL/CLNZ or their antecedents.

17. UNIFORMS

The first issue on joining the Company is as follows:

2 pairs of trousers/shorts/skirts

5 shirts/blouses (new) or 1 shirt/blouse per day for those operators working less than 5 days per week

2 jerseys - new

2 ties - new

1 waterproof jacket with a hood 1 set of wet weather trousers

3 pairs of new socks will be issued with every pair of shorts 1 pair of suitable footwear

Thereafter all garments will be replaced on a fair wear and tear basis.

18. TEA ALLOWANCE

Refreshments shall be provided free of charge at any depot permanently staffed by the employer's staff, or an allowance per week will be paid in lieu thereof.

Wages/Allowances	15.08.2021	05.09.2021	04.09.2022	03.09.2023
Tea Allowance	\$4.46	\$4.55	\$4.64	\$4.73

19. ACCIDENTS

- (a) Any employee having to be relieved owing to an accident shall receive a full day's pay for the day on which the accident occurs. The employer may demand a medical certificate.
- (b) Twenty minutes shall be allowed for making out accident reports, provided the report is written in the employee's own time. Payment for writing of such reports shall be for 20 minutes at ordinary time.
- (c) Where an employee is assaulted while on duty or is involved in a non-blameworthy vehicle collision accident and as result is in receipt of ACC payment, then his/her wages shall be made up to 100% of his or her ordinary pay. Provided that prior approval has been given the employer shall also reimburse the employee standard medical expenses incurred as a result of the injury that are not fully covered by ACC or other provider. Payments will be made up for three months following the date of injury. All payments are subject to the employee participating in a rehabilitation programme as determined in consultation with the Company and the employee's medical practitioner.

20. CHARTER TRIPS

Operators may be employed on charter trips under the following conditions:

- (a) When an Operator does a charter trip where the work ends on arrival at the destination and recommences on the return journey, the Operator shall be paid:

0 to 6 hours - at the appropriate rate for the day
Over 6 hours - As per below table

	15.08.2021	05.09.2021	04.09.2022	03.09.2023
Wages/Allowances	2.0%	2.0%	2.0%	2.0%
Charter trips	\$253.81	\$258.89	\$264.07	\$269.35

- (b) Where an Operator is employed on a charter trip and is not required to work on particular days, the Operator will receive a payment of as per below table for those particular days. Clause (a) of this clause does not apply on these days.

	15.08.2021	05.09.2021	04.09.2022	03.09.2023
Wages/Allowances	2.0%	2.0%	2.0%	2.0%
Charter trips not working	\$166.77	\$170.11	\$173.51	\$176.98

- (c) All accommodation and meals shall be arranged for the Operator and paid for by the employer. Such accommodation, where available at the destination shall be of at least three-star standard.

- (d) An Operator shall be paid an allowance as per below table for each night away from home, for out-of-pocket expenses.

	15.08.2021	05.09.2021	04.09.2022	03.09.2023
Wages/Allowances	2.0%	2.0%	2.0%	2.0%
Night away	\$52.22	\$53.26	\$54.33	\$55.42

- (e) Notwithstanding the foregoing provisions of this clause Operators may volunteer, after receiving details of a charter trip being offered, on a rostered day *off* to do a charter trip with a minimum payment as for five hours work and shall be paid under the following conditions:
- (i) That the work ends on arrival at the destination and recommences on the return journey or, on the basis of actual driving hours, whichever may be the greater.
 - (ii) Operators shall be paid at the rates appropriate with a minimum for five hours worked.

21. CASH HANDLING

Employees must pay in all cash from sales and tickets at the completion of each shift.

All cash paid in is company property. The company pay-in process is set out in the first schedule to this agreement. Unless otherwise agreed all shortages shall be notified personally to the worker concerned after the end of each pay-in week. Shortages shall be set off against overs.

All employees will be advised of their balances as it stands one month prior to the end of the financial year. At the end of each financial year any shortage must be repaid within one month.

In addition to the provisions of clause 20 the following process will apply.

- (a) If there are delays in cashing up additional time will be paid at the appropriate rate.
- (b) Drop safes will be available for all pay-ins, in the event CDS machines fail or are unavailable.
- (c) Drivers must ensure appropriate float value. The Float is the company money. The company and the union encourage drivers not to put personal cash into the cashbox.
- (d) If drivers are unable to provide change to the customer the driver may contact Comms for instructions or follow company guidelines.
- (e) Should the float value be inadequate to manage change, drivers may request float increases or decreases from the Revenue Administrator.
- (f) Foreign or damaged coins or notes rejected by CDS machines can be submitted to the company for credit.
- (g) Workers handling cash will be entitled to a written receipt for all cash provided at the time of paying in.
- (h) When there are concerns that unders or overs are becoming unreasonable it is agreed that the parties shall manage the issue with the employee concerned.

22. DEPOT FACILITIES

All depots where operators are signed on and *off* will have toilet, locker, hot water, washing and desk facilities.

23. MEDICAL EXAMINATIONS

It is agreed that each employee will participate in annual medical screening which will be paid for by the Company. If and when required, a woman doctor will be available for woman operators. Where an employee wishes to attend their own medical practitioner for the annual health screening they may do so but will only be reimbursed the cost that the Company would have incurred had the employee not chosen to attend their own Doctor. Operations staff will monitor the medical however in the last instance operators will be responsible for ensuring their licences are validated.

24. LEGAL FEES

When operators are on duty and at work, the Company, when it is a work related prosecution, will pay legal fees of operators who successfully defends any charges brought against them.

If the company believes legal fees are getting out of hand, in consultation with the Union, alternative practices will be asked to quote for the work.

25. HEALTH AND SAFETY

The Companies recognise that the Health and Safety at Work Act 2015 and its subsequent amendments place the primary responsibility for the safety and well-being of people in the workplace, whether they be employees, visitors, the public or contractors, on the employer or (from April 2016) Person Undertaking a Business or Undertaking (PCBU).

The Parties to this agreement recognise that the legislation focuses on the principle that the employer and employees need to work together to achieve this result. This means that employees also have duties, and a role to play in helping to achieve a safer workplace. This includes having a duty to take reasonable care for their own health and safety and that of others, complying with reasonable instructions and co-operating with company policies and procedures. It is agreed that health and safety committees will be established in order to create the forum to allow good faith discussions to take place.

26. PUBLIC HOLIDAY

(a) The following days shall be observed as public holidays:

- Christmas Day
- Boxing Day
- New Year's Day
- 2 January
- Waitangi Day
- Good Friday

- Easter Monday
 - ANZAC Day
 - Queen's Birthday (first Monday in June)
 - Labour Day (fourth Monday in October)
 - Wellington Anniversary Day
- (b) For ANZAC Day, Waitangi Day, the Christmas and New Year holidays the following shall apply:
- (i) If the holiday falls on a Saturday, and the day would otherwise be a working day for an employee, the public holiday must be treated as falling on that day;
 - (ii) If the holiday falls on a Saturday, and the day would not otherwise be a working day for an employee, the public holiday must be treated as falling on the following Monday;
 - (iii) If the holiday falls on a Sunday, and the day would otherwise be a working day for an employee, the public holiday must be treated as falling on that day;
 - (iv) If the holiday falls on a Sunday, and the day would not otherwise be a working day for an employee, the public holiday must be treated as falling on the following Tuesday;
 - (v) An employee cannot be entitled to more than four public holidays over the Christmas and New Year period, regardless of their work pattern.
- (c) All remaining public holidays are celebrated on the day on which they fall subject to (g).
- (d) An employee, whose rostered day off falls on any of the days set out in clause (a) shall be paid as follows:
- (i) Full time employees shall be paid 8 ordinary hours.
 - (ii) Part time employees shall be paid 4 ordinary hours.
- (e) Public holiday days that fall during an employee's annual leave will be counted as public holidays and not annual leave.
- (f) Where an employee is rostered to work but is granted the day off on a public holiday an employee will receive relevant daily pay for the day.
- (g) The Companies may require employees to work on a public holiday. If an employee is required to work on a public holiday the following shall apply:
- (i) The minimum hours worked on a statutory holiday for a full time employee working one of their "normal" days is 8 hours and for a full time employee working their day off, 5 hours.
 - (ii) An employee shall be paid their relevant daily pay that relates to the time actually worked on the day, plus that amount again.
 - (iii) An employee shall receive an "alternative holiday".

- (h) The parties agree that where a Duty extends beyond midnight and into a public holiday then the following applies:
 - (i) The Duty shall be deemed to have finished on the day that it started, and it is agreed between the parties that:
 - (a) The public holiday for that employee is deemed to start and will be observed for the next 24 hours immediately after the Duty has ended: and
 - (b) The employee shall agree to transfer the public holiday ("Transferred Public Holiday").
 - (ii) If the employee is rostered off the "Transferred Public Holiday" then clause (d) applies.
 - (iii) If the employee is rostered to work the "Transferred Public Holiday" then clause (g) applies.
- (i) "Alternative holidays" are to be taken on a day that is agreed between the Company and employee. The following shall apply:
 - (i) When the alternative day is taken it shall be paid at an employee's relevant daily pay rate (based on rostered hours on the day it is taken off) calculated in accordance with section 9 of the Holidays Act 2003, for the day taken off.
 - (ii) If the Company and an employee cannot agree on when an alternative holiday is to be taken, then the day may be taken on a date determined by the employee, having regard to the needs of the Company's business, and within 12 months of the entitlement arising, provided the employee gives the Company 14 days' notice.
 - (iii) If an alternative holiday is not taken within 12 months of the entitlement arising then the Company may require the employee, on 14 days' notice, to take the holiday on a date determined by the Company. Alternatively the holiday may be sold by mutual agreement, at an amount agreed between the Company and the employee.
 - (iv) Alternative holidays not taken when the employee leaves the Company's employment shall be paid out at the employee's relevant daily pay rate calculated in accordance with section 9(3) of the Holidays Act 2003.

27. SICK LEAVE

- (a) Sick leave may be taken if:
 - (i) An employee is sick or injured; or
 - (ii) An employee's spouse is sick or injured; or
 - (iii) A person who depends on an employee for care is sick or injured.
- (b) Employees are entitled to 6 days sick leave after 10 weeks service and during the first 12 months of employment and shall be entitled to a further 6 days sick leave every 12 months thereafter, which may be accumulated each year.

- (c) If an employee is entitled to paid sick leave they shall be paid an amount that is equivalent to the employee's relevant daily pay (calculated in accordance with section 9 of the Holidays Act 2003) for each day of sick leave taken.
- (d) Notification when sick
 - (i) Employees are required to notify their supervisor if they will not be at work because they are sick, or their spouse or dependent is sick, as early as possible before they start work where practicable.
 - ii) The Unions party to this agreement encourage union members to notify the employer at least half an hour (or earlier if possible) before their rostered start time each day they will be absent-It is noted that this is not required under the Act.
- (e) Medical Certificates
 - (i) The company may require an employee to provide a medical certificate when an employee is sick for three or more consecutive calendar days whether or not the days would otherwise be working days for the employee. This would be at the employee's expense.
 - (ii) The company will generally not ask for medical certificates but may do so when an employee has taken 1 or 2 days of their entitlements and the company has concerns over the validity of the employee's request for sick leave. Reasons for concern are:
 - (a) Repeated one day occurrences.
 - (b) Sick leave requests that are in excess for what would be normal for that illness, injury etc.
 - (c) Where the request for sick leave either paid or unpaid has been made in conjunction with another event such as declined annual leave, other employment etc.
 - (d) Where there are other circumstances or information which calls in to question the validity of the sick leave. Requests for medical certificates under this provision are at the employers expense for statutory entitlements (5 days plus up to 15 days of accumulated entitlement) or at the employee's expense for statutory entitlement.
 - (iii) When the company has concerns over an employee's ability to return to work in a fit state regardless of the sick leave taken, the employer may require a medical certificate at the employer's expense.
- (f) When an employee takes sick leave they shall use the statutory sick leave first.
- (g) Where an employee is taking annual leave, and they become sick or injured, or has a spouse or dependent who becomes sick or injured, the Company may agree to the employee taking sick leave provided that the employee produces a medical certificate confirming the total duration that the employee is sick. The sick leave granted shall replace the annual leave taken and the annual leave remaining may be taken at another time.

28. BEREAVEMENT LEAVE

- (a) The cultural and family needs of employees will be considered when determining the scope of

paid and unpaid leave for employees who are either attending, or who have responsibilities, with respect to bereavement.

- (i) Employees are entitled to up to 3 day's paid leave, which may be taken as bereavement leave under the Holidays Act 2003 on the death of an employee's spouse, parent, child, brother, sister, grandparent, grandchild or spouse's parent.
 - (ii) A guideline of one day's paid leave shall apply in any other circumstance, where the Company accepts that an employee has suffered bereavement.
- (b) An employee shall provide satisfactory confirmation of bereavement, if required by the Company.
 - (c) An employee who is entitled to paid bereavement leave shall be paid an amount that is equivalent to the employee's relevant daily pay (calculated in accordance with section 9 of the Holidays Act 2003) for each day of bereavement leave taken.

29. PARENTAL LEAVE

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply.

If an employee qualifies for parental leave under the Parental Leave and Employment Protection Act 1987 the additional benefits shall also be provided:

- (a) A maternal leave payment equivalent to the difference between the employee's average weekly earnings and the amount of Government funded paid parental leave for a period of 8 weeks will be made to female employees taking a minimum of two months parental leave. The maternal leave payment shall be payable to the employee, upon application, after the employee has been back at work from parental leave for a period of not less than 1 month.
- (b) Payment of maternal payments shall be made on the basis of the employee's average weekly earnings for the 12 months prior to the commencement of the parental leave.

30. EQUAL EMPLOYMENT OPPORTUNITIES

The parties confirm their joint commitment to promoting and practising equal employment opportunities. All vacancies for positions covered by this Collective Agreement will be advertised.

31. HARASSMENT

The parties jointly support and encourage a workplace that is free from sexual and racial harassment or bullying of any nature and confirm their commitment to, and endorsement of, the NZ Bus harassment prevention policy.

32. CONTINUITY OF SERVICE

For the purpose of this agreement, continuity of service with the same employer shall not be deemed to be broken by reason of the sale or transfer of a business to a new employer who continues to employ such employees.

33. COURT ATTENDANCE

The employer shall grant time off on ordinary pay for the period of absence of any employee required to

be on jury service, a subpoenaed witness, or to attend at court on matters connected with their employment, provided that any fees (excluding reimbursement payments) paid to the employee shall be handed to the employer.

34. TRANSPORT AGREEMENT

- (a) (i) When an employee is required to start or finish work outside the hours when the public transport is available (to or from not more than 800 metres away from both the place of work and the employee's place of residence), the employer shall provide free transport between their place of work and their place of residence. Provided that in a case where an employee is able to make part of the journey by train, free transport will only be provided between the nearest railway station and the place of work or residence, as the case may be.
- (ii) No employee shall be required to be at the sign on depot more than 30 minutes before their sign on time for that day. No employee shall be required to wait more than 30 minutes after having signed off for the day before commencing the journey home.
- (b) (i) The employer shall provide a book for the worker to enter in the appropriate details at the workshop and depot each day.
- (ii) Employees requiring early transport shall enter such details by 1100 hours of the previous day. A list showing the time of the first pick up and the order of the following pick ups shall be posted by the finishing time of the first am on the preceding day.
- (ii) Employees requiring late transport shall enter such details into the book by the last sign on time for that day.
- (iii) Late standbys shall be exempt from the above but shall be given the right to transport being booked for them once they know their signing off time for that night.
- (iv) Late transport will be provided between depots when a worker is required to start at one and finish at another.
- (c) The provisions of this clause shall only apply to, and provide transport assistance within, the boundaries of the Wellington City rating area. Employees living beyond those boundaries are responsible for the provision of transport/travel, and any associated costs, incurred beyond those boundaries.

35. TRAVEL PRIVILEGES

Staff passes will be made available as follows:

- (a) One staff pass for free travel for the employee. This pass is required to be used to tag on and tag off at all times.
- (b) One additional free pass will be available to an employee's family member nominated by the employee.
- (c) These passes are useable on services operated by New Zealand Bus Limited in Wellington and Auckland, with the exception of Runciman Motors Limited services.
- (d) Staff and family passes are subject to responsible use and may be withdrawn by the employer at any time, after consultation with a representative of the applicable Union and the employee,

if the Company believes that the use of those passes are subject to abuse by the employee or the person who has the employee's family pass.

36. TERMS OF ENGAGEMENT AND ABANDONMENT OF EMPLOYMENT

- (a) A week's notice of dismissal or resignation shall be given in writing (either hard copy or email) by the employer or the employee. Where the employment is terminated without the requisite notice, one week's wages shall be paid or forfeited as the case may be. This, however, shall not prevent the summary dismissal of an employee for substantial cause.
- (b) Notwithstanding the provisions of clause (a) above, any trainee Operator may be terminated without the required notice should they fail to achieve the standards required of the Training School and will only be paid for time worked.
- (c) Employees who are absent from work for a continuous period of five working days, without the prior consent of the employer or without good cause, shall be deemed to have terminated their employment.

37. PAYMENT OF WAGES

- (a) Wages, including overtime, shall be paid weekly on a day not later than Thursday, and shall be in the employer's time. Where a holiday falls on a Friday, wages shall be paid not later than the Wednesday of the week concerned.
- (b) Except as provided in clause 58 of this agreement, the employer shall be entitled to make a rateable deduction from the wages of any employee for lost time through sickness or default of the employee or through accident not arising out of the course of employment.
- (c) Pay slips will be provided by Wednesday 2.00pm each week.

38. SUPERANNUATION

An employee engaged prior to 5 March 1992 who was a member of a Superannuation scheme to which the employer contributed at that date shall be entitled to have those employer contributions continue on a not less favourable basis.

39. EMPLOYEE PROTECTION PROVISION

- (a) The business or assets (or part thereof) is to be restructured, sold, transferred or contracted out to another person, ("the new employer") with the effect that the employee's work (or work similar to the employee's work) is to be performed by employees of the new employer, the Company will:
 - (i) Meet with the new employer to discuss how the restructure, sale, transfer or contracting out relates to the employee's employment; and
 - (ii) Negotiate with the new employer as to whether the employees will transfer to the new employer and if so whether this would be on the same terms and conditions of employment.
- (b) The employees are not obliged to accept any offer to transfer made to the employees by the new employer.

- (c) An employee will not be entitled to any redundancy compensation if the business or assets (or part thereof) are to be restructured, sold, transferred or contracted out, and the employee is offered reasonable alternative employment by the company or by the new employer on similar terms and conditions of employment in a position that is generally no less favourable to that held by the employee.
- (d) This clause does not apply if:
 - 1) There is a sale or transfer of any or all of the company's shares; or
 - 2) The company is in receivership or in liquidation.
- (e) In the event of a subsequent contractor, the Company will meet with the new employer to discuss whether the employees will be on the same terms and conditions.

40. REDUNDANCY

- (a) The parties agree that this agreement shall include provisions relating to redundancy that are identical to those recorded in the Wellington City Council Joint Redundancy Agreement of 20 December 1990 ("WCC Redundancy Agreement") and the New Zealand Railways Corporation Redundancy Agreement, provided that:
 - (i) The provisions of Clause 17(a) of the WCC Redundancy Agreement shall not be included in the redundancy provisions of this agreement.
 - (ii) For the purposes of the redundancy provisions in this agreement, the employer party shall be Wellington City Transport Limited and not either Wellington City Council or New Zealand Railways Corporation Limited.
 - (iii) Any variation hereafter of the WCC Redundancy Agreement and the New Zealand Railways Corporation Redundancy Agreement, by the parties thereto, will not affect the obligations and benefits conferred by this clause.
- (b) Clause (a) and subparagraph (i), (ii) and (iii) will only apply to employees who were employed by Wellington City Council and Wellington City Transport Limited prior to 5 March 1992. The New Zealand Railways Corporation Redundancy Agreement only applies to employees previously employed by New Zealand Rail and subsequently North City Bus Limited and then transferred to Wellington City Transport Limited.
- (c) Employees employed by Wellington City Transport subsequent to 5 March 1992 will, if declared redundant, be entitled to four weeks' notice of redundancy or payment made in lieu, four weeks' pay for the first year of current continuous service and two weeks' for every full year employed and pro-rata for incomplete years. Consultation with the Unions and employees concerned will be in line with the Consultation clause within this agreement.

41. REPORTS, COMPLAINTS AND ENQUIRIES

- (a) Reports

No charge laid by an officer of the company shall be acted upon unless the intention to lay such charge has been made known to the employee concerned at the time of the alleged offence or as soon as practicable. An officer riding on a vehicle who intends to report an employee for an offence shall advise the employee of such intention before leaving the vehicle. The report shall be lodged in writing or by email at the office of the employer within 24 hours after the incident, Saturday, Sunday and statutory

holidays excepted.

(b) Complaints

No complaint from any person who is not an officer of the Company shall be acted upon unless:

- i. Written/email complaints - the complaint is in writing/email and signed or confirmed via email by the complainant.
 - (A) The complaint must be received in the company's office within 96 hours of the incident, Saturdays, Sundays and statutory holidays excepted, or unless it can be established that delay in making the complaint was due to the complainant being injured or suffering mental trauma.
 - (B) The complaint must be submitted to the employee or employees concerned not later than 24 hours after receipt of the complaint in the employer's office, rostered days off, leave, Saturdays, Sundays and statutory holidays excepted.
 - (C) Complaints from minors shall be laid by the parent or guardian.
- ii. Telephoned complaints - the complainant is identified by name and either address or telephone number.

Telephoned complaints may be put into writing, signed or otherwise confirmed in writing/email by the complainant and sent to the employer's office at the request of the employer. The original complaint must be received within 24 hours of the incident, Saturdays, Sundays and statutory holidays excepted, and the subsequent written complaint must be received within 96 hours of the incident, Saturdays, Sundays and statutory holidays excepted.
- iii.
 - (A) All complaints will be investigated, but only written/mailed complaints may lead to disciplinary action by way of dismissal, loss of standing, suspension or formal warnings, either written or verbal.
 - (B) All justified complaints will be placed on the employee's personal file along with any explanation and/or written company response.
 - (C) Complaints which prove to be unjustified will not be placed on the employee's personal file.

(c) Processes

- i) No report or complaint shall be made the subject of a charge unless it has been lodged within the times specified in sub clauses (a) and (b), except where such time has been extended owing to the complainant as provided in clause (b)(i)(A), and the employee has been notified in writing of the report or complaint within 24 hours of the expiry of those times, Saturdays, Sundays, statutory holidays and days off excepted.
- ii) The employee shall make an explanation in regard to any complaint, report or charge within 24 hours after the delivery of written notification to him/her. An employee shall have the right to make a copy of complaints made against them. The employer, after considering the employee's explanation, shall advise the employee if, in the employer's opinion, the case is one involving disciplinary action by way of dismissal, loss of standing, or suspension, in which case the employee shall have the right to require that

an enquiry be held, at which the employee, if they desire, may have present a duly authorised officer of the Union to defend them, and shall also have the right to call witnesses.

- iii) Employees who are suspended pending an enquiry and who are later exonerated shall be paid for the time they would have worked at the appropriate rate of pay.
- iv) The Union secretary shall be allowed, on application to the manager, to inspect records of any employee charged with an offence.
- v) Employees concerned shall initial any entry recorded in their company record of any offence and may, if they so desire, take a copy of such entry.
- vi) Where a complaint, report or charge against an employee is found to be justified, the employer may, at its discretion and as an alternative to disciplinary action, refer that employee to an appropriate course or programme aimed at remedying the employee's activity or behaviour.

42. WARNINGS

SERIOUS MISCONDUCT

The following steps will apply:

- (a) The employee may be immediately suspended, in which event the suspension will be on pay.
- (b) A meeting will be held between the employee concerned, the Union delegate if required and the supervisor to hear the case and decide if dismissal will proceed or a lesser penalty imposed.

MISCONDUCT

When NZ Bus believes that a breach of expected behaviour or performance has occurred, the manager will take steps to ensure the correct facts are at hand, and advise the employee at the earliest opportunity:

- First instance – A discussion with the employee, at which the company's concerns are placed before the employee and expectations for future actions are set,
- Second instance – A written warning, consisting of a clear statement of expected performance or behaviour in the future, and the likely consequences of a further lapse.
- Third instance - A final written warning, and
- Fourth instance – The employee may be dismissed.

All warnings lapse after 6 months, but remain on the employees file.

In all matters that may lead to, or are disciplinary action, the employee will be informed of the right to have representation.

43. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

This clause sets out how employment relationship problems are to be resolved.

Definitions

- (a) An "employment relationship problem" includes
 - (i) A personal grievance;
 - (ii) A dispute;
 - (iii) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.
- (b) A "personal grievance" means a claim that an employee
 - (i) Has been unjustifiably dismissed; or
 - (ii) Has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer; or
 - (iii) Has been discriminated against in their employment; or
 - (iv) Has been sexually harassed in their employment; or
 - (v) Has been racially harassed in their employment; or
 - (vi) Has been subjected to duress in relation to union membership.

NOTE: The terms used in this clause have precise legal meanings, which are set out in detail in the Employment Relations Act. Employees who believe they have a personal grievance should seek independent advice.

- (c) A "dispute" is a disagreement over the interpretation or application of an employment agreement.

Limit on raising personal grievance

An employee who believes they have a personal grievance must make the employer aware of the grievance within 90 days of the grievance arising (or of the employee becoming aware that they have a grievance).

Raising employment relationship problems

- (a) An employment relationship problem should be raised and discussed with the employee's manager as soon as possible.
- (b) The employee is entitled to seek advice and assistance from a Union or other third party representative in raising and discussing the problem.
- (c) The employee, employer and employee's representative, if any, will try in good faith to resolve the problem without the need for further intervention.

Mediation

- (a) If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Department of Labour.
- (b) All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.
- (c) Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.
- (d) Any settlement of the problem signed by the mediator will be final and binding.

Employment Relations Authority

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.

NOTE: The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act 2000.

44. RIGHT OF ENTRY

The Union Secretary or any duly authorised officer of the Union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter upon the premises, works or the vehicles controlled by the employer for the purpose of interviewing any union member but not so as to interfere unreasonably with the employer's business.

The employer shall give recognition to the employees who are elected by the employees and endorsed by their Union as job delegates in the establishment in which they are employed. Notice of such appointment shall be given to the employer in writing by the Union.

45. EMPLOYMENT RELATIONS EDUCATION LEAVE

The Employment Relations Education leave provisions contained in Part 7 of the Employment Relations Act 2000 shall apply to applications for attendance at conferences, seminars or training workshops.

For the purposes of determining entitlements under Part 7 of the Act the parties confirm that the specified date for entitlement calculations shall be 1 March of each year.

46. UNION BUSINESS

The employer shall allow in any one calendar year eight Union Management Committee members or delegates nominated by the Unions and notified to the employer, leave of absence on pay to attend to Union business, provided such leave does not exceed 16 hours per person.

Reasonable prior notice of absence shall be given by the Unions to the employer.

47. DEDUCTION OF UNION FEES

Subject to the provisions of the Wages Protection Act 1983 and where authorised by the employee, the Company shall, by arrangement with the Union concerned, deduct union fees weekly from the wages of Union members covered by this agreement and such deductions shall be paid to the respective Union offices at fortnightly intervals. When new employees are employed, the respective Union in that area will be given the opportunity to interview the new employee/s.

48. LEAVE OF ABSENCE - UNION OFFICIALS

The Company shall allow, upon written application, leave of absence for a Union official to take up positions within their Union. During such absence, no accumulation for leave entitlements shall accrue. The position they held on the job shall remain open for them to return to. Any time absent on Union absence shall be considered continuous service.

49. STOPWORK MEETINGS

WORKSHOPS

- (a) Provided a minimum of 14 days' notice is given, the union shall be entitled to hold stop-work meetings of up to four hours per annum, with a minimum duration of one hour each meeting.
- (b) No deductions shall be made from wages of the union members in respect of such meetings.
- (c) The unions agree to make union members available during such meetings for emergency services.

OPERATIONS

- (a) The union shall be entitled to one unpaid stop-work meeting per year.
- (b) The stop-work meeting shall be a maximum duration of four hours.

50. CONSULTATION

The parties to this agreement recognise that the introduction of new technology or major changes to the workplace practices have the potential to alter conditions of work. It is therefore acknowledged that prior consultation should take place regarding such changes. To this end the employer agrees:

- (a) At the earliest opportunity the employer will prepare and present to employees and their Unions a preliminary plan for introducing such changes. This plan will address:
 - (i) an overview of the reasons or factors for the proposed changes;
 - (ii) the aims and scope of such changes;
 - (iii) the timetable proposed for such changes;
 - (iv) the communication process that will be followed;
 - (v) training needs for staff during the changes;
 - (vi) programme for the discussion and consultation with employees and affected unions.
- (b) A review will then be conducted and will include a process of consultation as provided for under sub clause (a)(vi) of this clause. When a final decision on the implementation of the plan is made by the employer, it will be presented to employees and their Unions.
- (c) Nothing in this agreement shall be used to frustrate the rights of the employer to carry out reviews of its operations and to implement change.

51. RETIRING GRATUITIES FOR WCTL EMPLOYEES EMPLOYED PRIOR TO 1 JULY 1991

On retirement of any employee who had continuous service with Wellington City Council up to 30 June 1991, the Company may pay to that employee by way of gratuity, an amount calculated in accordance with the following pay scale:

Three weeks' pay increasing by one week for each additional year's service after 10 years until a maximum of twenty six weeks' pay is reached after thirty years' service.

Three week's pay will be calculated in accordance with the Employment Court's judgement in *Wellington City Transport Limited v New Zealand Tramways and Public Passenger Transport Employees Union Inc (Wellington Branch) & Daue* [2015] NZEmpc 109.

In lieu of payment by way of gratuity, an employee on retirement shall have the option of taking special leave on full pay in accordance with the above scale on the same conditions.

52. RETIRING GRATUITIES FOR CLNZ EMPLOYEES EMPLOYED PRIOR TO 15 August 2021.

Employees who were employed by CLNZ immediately prior to 15 August 2021 and who continue to have unbroken service with CLNZ under this Collective Agreement shall be entitled to retain the benefit of the retirement gratuity clause (clause 22) that was contained in the Collective Agreement between CLNZ and Tramways Union 15 October 2018 – 17 October 2020.

53. EMPLOYEES OF WCTL EMPLOYED PRIOR TO 1 JULY 1991 RESIGNING FOR PRIVATE REASONS

Employees employed by the Company as at 1 July 1991, who resign for private reasons may, at the discretion of the Company, be granted resigning leave on full pay as follows:

After ten years' continuous service	- 3 weeks
After fourteen years' continuous service	- 4 weeks
After seventeen years' continuous service	- 5 weeks
After twenty years' continuous service	- 6 weeks

The leave allocation above is not accumulative.

54. MEDICAL RETIREMENT FOR EMPLOYEES OF CLNZ PRIOR TO 15 August 2021

Employees who were employed by CLNZ immediately prior to 15 August 2021 and who continue to have unbroken service with CLNZ under this Collective Agreement shall be entitled to retain the benefit of the medical retirement clause (clause 34) that was contained in the Collective Agreement between CLNZ and Tramways Union 15 October 2018 – 17 October 2020.

55. BEREAVEMENT LEAVE/TANGIHANA LEAVE FOR EMPLOYEES OF CLNZ PRIOR TO 15 August 2021

Employees who were employed by CLNZ immediately prior to 15 August 2021 and who continue to have unbroken service with CLNZ under this Collective Agreement shall be entitled to retain the benefit of the bereavement/tangihana leave clause (clause 24) that was contained in the Collective Agreement between CLNZ and Tramways Union 15 October 2018 – 17 October 2020.

56. TRAMWAYS AWARD

The following employees have elected to remain on the terms and conditions based on an expired 1 April 1990 Tramways Award, rather than accept the terms contained in successor documents. The terms will be held by those individuals on a personal to holder basis as their entire agreement and in place of the terms and conditions elsewhere in this Collective Agreement.

However, the expired Tramways Award must also be read in conjunction with any legislation changes including amendments to those Acts that have occurred since 1990. i.e. Holidays Act 2003, Employment Relations Act 2000 etc.

- Morris Dawson