

CITYLINE (N.Z.) LIMITED

&

**TRAMWAYS UNION COLLECTIVE
EMPLOYMENT AGREEMENT**

15 October 2018 - 17 October 2020

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1. PREAMBLE

- 1.1. This agreement shall be known as the Cityline (N.Z) Limited and The New Zealand Tramways and Public Passenger Transport Employees Union Inc (Wellington) Branch Collective Employment Agreement.
- 1.2. The parties to this agreement are Cityline (N.Z.) Limited and the NZ Tramways Union – Wellington Branch, (the union); and the employees covered by this agreement.
- 1.3. An employer may become a party if the provisions of S.56(a) of the ERA are met.
- 1.4. The employer, union and the employees agree that they will use their best endeavour to jointly pursue the Company objectives.

Company Objectives

- To operate a cost efficient transport system which provides a high standard of presentation and customer service.
 - To operate a Company that is self-sustaining which can achieve the recognised standards of a "Good Employer" in relation to employment and working conditions.
 - To accept the responsibility to operate safe public transport services within given transport regulations."
- 1.5. 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.

2. COVERAGE

- 2.1. This collective agreement shall apply to any yard worker, bus driver and leading driver employed by Cityline New Zealand Limited in the Hutt Valley region who is, or becomes, a member of the New Zealand Tramways Union-Wellington Branch.
- 2.2. The terms and conditions of this Collective Agreement shall apply to any new yard worker, bus driver or leading driver employee who joins the Wellington Tramways 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 yard workers, bus driver or leading driver employees upon their engagement:

Provide them with a copy of this collective agreement;

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 Wellington Tramways Union;

Inform them that the new employee may join the Wellington Tramways Union;
Inform them that if the new employee joins the Wellington Tramways Union they will have all the rights, benefits and obligations of the terms and conditions of the collective agreement; and

If the new employee and the employer have mutually agreed additional terms and conditions of employment, then the employer must seek the new employees agreement to advise the unions party to this agreement of the fact that the new employee and employer have agreed on additional terms.

If the employee agrees, the employer will inform the Union as soon as practicable if the employee has entered into an individual employment agreement with the employer.

3. BARGAINING AGENT FEE

Employees who are not members of the Unions party to this agreement and who accept the terms and conditions of this agreement as an Individual Employment Agreement will pay a bargaining agent's fee to the Tramways Union.

For new employees and existing employees of the Company who are not members of the union parties and who are substantially employed on work covered by this agreement, the bargaining agent's fee will be \$7.50 per week, payable to the Tramways Union.

The Company will offer the terms of this Collective Employment Agreement to non-union employees. The Company will introduce new employees to a designated union delegate within two weeks of their employment.

4. DEFINITIONS

In this agreement, words have the following meanings.

Straight Shift:

Is a duty of one period of continuous work, provided that an unpaid meal break of between 30 to 60 minutes shall be deemed to be part of that continuous work.

Broken Shift:

Full Time Shifts - A shift with minimum book off of 1 hour and maximum book off of 3 hours plus 1 unpaid meal break (30-60 minute). The total time booked off plus meal shall not exceed 4 hours, which can be taken in one or two periods.

Part time employees - The maximum number of sign offs including the last sign off each day will not exceed 3 per day and may include book off periods totaling more than 3 hours plus 1 unpaid meal break (30-60 minutes).

Part Time Employee:

An employee who normally works fixed hours of less than 40 hours per week and who is paid for less than 40 hours per week.

Roster:

Is a key showing an employee's weekly working days on, and days off.

Service:

An employee's continuous service, as defined in clause 5 of this agreement.

Shift:

The duty rostered to an employee on any particular day.

Union:

The New Zealand Tramways and Public Passenger Transport Employees Union Inc (Wellington) Branch

Week:

0001 hours Sunday to 2359 Saturday

5. CONTINUITY OF EMPLOYMENT

5.1 For the purpose of entitlements under this agreement and subject to the exceptions listed below, continuous service shall mean uninterrupted service with:

- The N.Z. Railways Corporation (and its predecessors) to 1 September 1992 and the employer from 2 September 1992.
- The Eastbourne Bus Company (and its predecessors) 30 June 1994 and the employer from 1 July 1994.

5.2 Unless otherwise stated, continuity of service will not be interrupted by periods of leave permitted by this agreement and such periods of leave will also be counted in calculating length of service, provided that any continuous period of leave without pay in excess of three months will not be so counted; and provided further that, unless otherwise agreed between the employee and the Employer, any period of leave without pay of any length will not count for the accrual of annual leave.

5.3 Service recognition of existing employees shall not be reduced by this agreement.

6. PAY

6.1 Where the job of an employee does not come within the range of designations specified in this scale the employer shall consult with the Union prior to deciding the applicable pay rate for the position.

Role	15/10/2018	13/10/2019
Driver/Yard Worker	2.6%	1.6%
	\$19.00	\$19.30

Role	15/10/2018 2.0%	13/10/2019 1.6%
Leading Driver daily allowance	\$21.09	\$21.43
Tutor Operator hourly allowance	\$1.82	\$1.89

- 6.2 Pay day for employees will be the Thursday following the end of the pay week on the previous Saturday. Payment shall be by direct credit to a bank of the employee's choice. Where a statutory holiday falls on a normal pay day, wages will be available 24 hours prior to the commencement of the statutory holiday
- 6.3 With every payment, employees shall be provided with a statement of the computation of pay, allowance, penalties and overtime, or any deductions from wages. This would include unpaid leave, lieu days owing, change of wage rates etc.
- 6.4 Employees will be entitled to information about annual, sick, lieu days and other leave entitlements.
- 6.5 Part time employees shall be paid on a pro-rata basis, in the proportion that their weekly hours of work bear to 40 hours.
- 6.6 The Employer may pay the wages due to the nearest dollar above the precise calculation, provided that the difference between the precise calculation and the nearest dollar payment above that calculation is carried forward as a deduction into the following pay calculation.

7. MEAL ALLOWANCE

15/10/2018 2.0%	13/10/2019 1.6%
\$11.33	\$11.51

- 7.1 Employees will be paid a meal allowance when:
- a) A meal interval of half an hour or more is taken away from the normal place of work where tea making facilities and shelter are not available.
- 7.2 A second meal allowance shall be paid where:
The book on to book off time on a shift qualifying under paragraphs 6.2 is 13 hours or more;
- However no meal allowance shall be paid:-
- a) If meals are provided by the Employer:
 - b) If an employee is in receipt of travelling expenses in accordance with clause 18 of this agreement.

8. SHIFT ALLOWANCE

15/10/2018 New	13/10/201 9 1.6%
\$9.92	\$10.07

9. ADVANCED CAPACITY

Where an employee is requested to temporarily fill a position which for the time being carries a higher minimum rate of pay the employee and the employer shall, in consultation with the Union, prior to the commencement of the relief duty, agree the remuneration to apply for the period of relief and the duties and responsibilities to apply.

Any employee completing advanced capacity duties will be paid the higher rate during the period they are completing the higher capacity.

10. HOURS OF WORK

10.1 All Employees:

- a) The daily hours for employees shall not exceed 11 hours, to be worked in a maximum of 14 hours including meal breaks. The hours worked will be in accordance with the Transport Act 1962 and amendments.
- b) When an employee is booked off rules applying to the safe custody of cash and tickets are to be adhered to.
- c) When there is a break of 1 hour or more during a shift the employee shall be returned to their starting depot, or if the employee is not returned any time beyond that hour, will be paid at the appropriate rate.
- d) Rosters showing the work of each operator shall be posted in a position easily accessible and conspicuous and shall be applicable on a fortnightly basis and posted by 1.00pm the previous Wednesday prior to becoming operative. In an emergency, rostered duties may be altered on one day's notice, provided the alteration shall not change the type of shift the worker is scheduled during the week e.g. early, late or day shift. Further changes to shifts are by mutual agreement. The roster shall be six weeks in advance and not subject to alteration during its term except by agreement.
- e) Operators may by mutual arrangement changes a shift or day off in which case joint written notice shall be given to the company by 11.00am the previous day subject to the employer's consent, not to be unreasonably withheld.
- f) All vacant positions in a full time roster will be advertised for a fortnight.

10.2 Full Time Drivers:

- a) The ordinary hours for employees shall be 40 per week, to be worked on any of five days in each week, Sunday to Saturday, both days inclusive.
- b) Booked off
 - i) for a period of three hours with a meal interval of one hour taken in one or two intervals (total 4 hours): OR
 - ii) For three hours with a meal interval of one hour to be taken in conjunction with the three hour book off period (total 4 hours).

- iii) No employee shall be booked off duty for any lesser period than one hour. Provided meal intervals not exceeding one hour shall not be deemed to be periods booked off.

10.3 Part Time Drivers:

- a) The ordinary hours of work for part time employees will be those as determined by their rosters. The minimum payment for a part-time employee shall be 2 hours per day worked. Where seasonal service levels necessitate the cancellation of services performed by part-time employees, those employees may, by agreement, have no work rostered at all and will not be paid. These periods will be counted as continuous employment.
- b) For part-time employees the maximum number of sign-offs on rostered duties, including the last sign-off each day, will not exceed three per day and may include booked off periods totaling greater than 4 hours.

10.4 Where possible an employee shall complete responses to reports complaints and enquiries during their rostered duties. Where the employee cannot complete responses during rostered duties they will be provided with additional paid time, which will not be unreasonably withheld. Such time will be paid at ordinary rates and will not be included in the calculation of overtime.

10.5 Roster Committees

- a) The company shall establish a roster committee consisting of:
 - i) 2 representatives of the union;
 - ii) 3 operators elected by union members;
 - iii) Other internal or external stakeholders as may be required.
- b) 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 those rosters or shifts.
- c) 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.
- d) The committee shall put forward its consensus and divergent views for a decision. The General Manager or Operations Manager will advise the rationale behind the decisions.
- e) The roster committee will look at the development of a process of equitable allocation of overtime for bus operators.

11. ALLOCATION OF WORK

11.1 The Company in determining the allocation of work for promotion, charter rosters, or for roles such as Leading Drivers, Tutor Operator, shall take into consideration competence shown in performance of duties, educational qualifications and personal qualities, characteristics and performance which in the opinion of the Company are relevant to the work to be allocated, but if in the opinion of the Company two or more employees are equal then the service of the applicant shall be taken into account.

11.2 Where the allocation of work relates to a shift allocation only, excluding those allocations covered by clause 11.1 above, the Company will give preference to the applicant with the longest current and continuous service. In compiling and maintaining the seniority

list the company will:

- a) Maintain a single seniority list across all relevant employees regardless of which union they belong to or what type of employment agreement they are on; and
- b) Recognise prior service with any other company within NZ Bus group of companies or with Eastbourne Bus Company; and
- c) Recognise start dates as recorded in the company's record of seniority as at 12th January 2010; and
- d) Recognise any special circumstances exemptions to the seniority list.

11.3 Any employee may apply for a 'special circumstances' exemption to the seniority list where:

- a) They are leaving employment under special circumstances such as medical incapacity and special domestic or legal circumstances; and
- b) Intend to or hope to be able to resume their employment within a period not exceeding 12 months.

11.4 Where an application for a special circumstances exemption is made, the company shall have sole discretion to grant or reject the application, but in so doing it will act in a reasonable and principled manner. Prior to granting any application the company must notify all the Unions of the special circumstances exemption. Notification shall be in writing to the Union Secretary.

11.5 The unions acknowledge and accept that the personal circumstances underpinning any special circumstances exemption may be sensitive and confidential and it is therefore likely the company will not share this information with the Unions. The Unions undertake to treat any information they receive appropriately.

11.6 Any variation to this clause shall be dealt with in accordance with the variation procedures set out in Cl.50

12. MINIMUM PAYMENT PER WEEK

12.1 Where a full time employee is required to work less than a total of 40 hours in a week and does work all hours required, the employee shall receive an additional payment at the hourly rate for the difference between the total hours worked and 40 hours. Except where a full-time employee voluntarily swaps their shift for a part-time duty they shall be paid for time worked only.

12.2 Where an employee is granted leave without pay the minimum weekly payment shall be reduced by the amount of the leave granted.

13. MEAL AND REST INTERVALS

13.1 No employee shall work more than 5 and a half hours without being relieved for an unpaid meal break of between 30 and 60 minutes. The Company when establishing and publishing the roster, shall direct the specific length of the meal break, and where and when the meal break will be taken.

13.2 At both rest and meal intervals the Company shall supply tea, coffee, milk, sugar and hot water.

13.3 When an employee is on duty eight hours or less, not more than one hour shall be the total time allowance for meals in any one day: Provided that no employee shall be booked off for a meal until he/she has been on duty for at least one and a half hours from the time he/she commenced duty: Provided, further, that when the period of duty exceeds eight hours any additional meal break required under the Transport Regulations shall not exceed half an hour.

13.4 Employee's rostered "as directed" (spare shift) will have their meal times as shown on the shift that they are temporarily working. If the employee does not have a temporary shift to cover, meal times will be as advised by the Supervisor/Leading Driver each day.

14. OVERTIME/PENAL RATES

14.1 a) Time worked in excess of 8 hours per day or 40 hours in any one-week shall be paid for at time and a half of ordinary rate as per Clause 6.

b) Overtime within a roster shall be worked as required by the Company. Additional overtime shall be worked where reasonably required by the Company and where reasonably able to be undertaken by the employee. It shall be offered subject to the following:

- i) It will be offered to those employees whose role is classed as a driver in the first instance.
- ii) It will be offered first to the employees within the depot where the overtime exists where such employees are available (with preference given to enable Part Time employees to obtain 40 hours)
- iii) Where overtime cannot be filled by those in i) & ii) above then it will be offered to other employees.

14.2 All hours worked by employees in excess of 48 between Monday to Friday shall be paid for at double the ordinary time rate as per clause 6.

14.3 Weekend work

a) All weekend work on a Saturday or Sunday inclusive will be paid at time and half rates either as overtime for work over 40 hours or as penal rates within the 40 hour week.

14.4 "L8 Nite" Services

a) 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 "L8 Nite" duties that commence near mid-night and before 0400. Where there are sufficient volunteers to complete "L8 Nite" duties that commence near mid-night and before 0400 hours then the employer will not roster employees for those duties. However, when the "L8 Nite" duty falls into a public holiday the employer may roster those employees onto an evening shift on the public holiday where they have not been previously rostered off. Payment for work on the Public Holiday shall be as per clause 19.9 and the Holidays Act 2003.

b) Any shift that contains trips designated under the Regional Council Contract as being a "L8 Nite" service shall be paid at double ordinary time rates for all "L8 Nite" duties. No other overtime rates shall apply to this work. If the Regional

Council Contracts for "L8 Nite" services become commercial services then double time provisions as provided under this clause shall continue to apply.

15. SPAN OF HOURS

Where an Employee works any shift where the span of hours from first sign-on time until last sign-off time, (excluding a call forward, call back or a call out) is in excess of 12 hours, the employee shall be paid for all time worked beyond the 12 hour span at time and one half the employee's ordinary rate of pay. No other overtime payments shall apply to this work if the employee is already in receipt of overtime payments for the work being performed.

16. CALL OUT DUTY

Call out time shall be paid in accordance with clauses 10 and 14 except that the minimum shift period in Clause 10 shall not apply. Where no other work is rostered for that day the minimum shall be as for 2 hours.

17. TRAVELLING TIME

17.1 When an employee is required to travel on duty outside the Greater Wellington Area other than on charter trips, payment for time travelling and expenses incurred will be agreed upon prior to commencement of the employee's journey.

- 17.2 a) (i) Employees who arrive at their home depot and are then rostered to another depot that day, will be signed on at their home depot and either a vehicle will be provided to start and finish the shift; or the mileage shall be paid at IRD rates for kilometres travelled as in (c) below.
(ii) Where employees are rostered to start and/or finish at a depot other than their home depot the travel times shall be paid as in (b) below

(b) Schedule of travelling time

Karori depot to Kilbirnie depot	45 mins	10.3 km
Karori depot to Kaiwharawhara depot	35 mins	7.3 km
Kilbirnie depot to Kaiwharawhara depot	45 mins	8.9 km
Kilbirnie to Eastbourne	60 mins	30.3 km
Kilbirnie to Petone	50 mins	16.7 km
Karori to Eastbourne	60 mins	29 km
Karori to Petone	50 mins	15.1 km
Kaiwharawhara to Eastbourne	40 mins	21.6 km
Kaiwharawhara to Petone	30 mins	7.8 km
Eastbourne to Petone	30 mins	24.3 km

17.3 Employees who are permanently transferred from one depot to another (except by their own application) shall, for the first month after the transfer takes place, be paid travelling time as per 17.2 (a) (ii).

17.4 The Company, in determining either temporary or permanent transfers as provided for in this clause, shall consult with the affected employee and, where possible, will take the employee's personal circumstances into account.

17.5 a) When travelling time is included in the shift, the time exceeding 8 hours shall be paid at overtime rates.

b) 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.

18. EXPENSES

18.1 Where the Company requires an employee to stay overnight away from home that requires them to be provided with accommodation and meals then will be negotiated with the employee on a case by case basis.

18.2 The following will be discussed for any out of town charter:

a) Hours to be paid

b) Accommodation

i) Maximum claimable

ii) Method of payment

c) Meals

i) Maximum claimable

ii) Which ones are to be paid i.e. breakfast, evening meal, etc.

19. PUBLIC HOLIDAYS

19.1 The following days shall be observed as public holidays:

a. Christmas Day

b. Boxing Day

c. New Year's Day

d. 2 January

e. Waitangi Day (6 Feb)

f. Good Friday

g. Easter Monday

h. ANZAC Day (25 April)

i. Queens Birthday (first Monday in June)

j. Labour Day (fourth Monday in October)

k. Provisional Anniversary Day (date determined locally)

19.2 For ANZAC Day, Waitangi Day, and the Christmas and New Year holidays the following shall apply:

a) If the holiday falls on a Saturday and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day;

b) If the holiday falls on a Saturday and the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the

- following Monday;
 - c) If the holiday falls on a Sunday and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day;
 - d) If the holiday falls on a Sunday and the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Tuesday; and
 - e) An employee cannot be entitled to more than four public holidays over the Christmas and New Year period, regardless of their work pattern.

- 19.3 All remaining public holidays are celebrated on the day on which they fall. In years where Waitangi Day or ANZAC falls at the weekend, employees who do not normally work on the weekend have no entitlement to payment for the day. (To be deleted).

- 19.4 An employee who is granted a day off on a public holiday, and it is normally a working day for that employee, will be paid for that day. The employee is paid as if they had worked as normal on the day (i.e. their relevant daily pay calculated in accordance with section 9 of the Holidays Act 2003). An employee who does not normally work on the day in question and who does not work is not entitled to relevant daily pay for the day.

- 19.5 The employer may require employees to work on a Public Holiday if normal duties or rosters cannot be covered by volunteers. Volunteers will be called for at least 4 weeks before any public holidays wherever possible.

- 19.6 A full-time employee whose rostered day off falls on a public holiday shall be paid 8 hours pay at ordinary rate for that public holiday.

- 19.7 Part-time employees whose rostered day off falls on a public holiday shall be paid 4 hours pay at ordinary rate for that public holiday.

- 19.8 The following shall apply for employees who are rostered to work on a public holiday:
 - a) The employee shall be paid the portion of the employee's relevant daily pay (calculated in accordance with section 9 of the Holidays Act 2003) that relates to the time actually worked on the day plus half that amount again; and
 - b) The employee shall receive an "alternative" holiday off.

- 19.9 The parties agree that where a Duty extends beyond midnight and into a public holiday then the parties agree, pursuant to section 44(2) of the Holidays Act 2003, that public holiday for that employee shall be transferred and the following applies:
 - a) The Duty shall be deemed to have finished on the day that it started, and it is agreed between the parties that:
 - i) 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
 - ii) The employee shall agree to transfer the public holiday ("Transferred Public Holiday").
 - b) If the employee is rostered off the "Transferred Public Holiday" then clause 19.6 or 19.7 applies.
 - c) If the employee is rostered to work the "Transferred Public Holiday" then clause 19.8 applies.

- 19.10 The "alternative" holiday is to be taken on a day that is agreed between the Company and employee. The following shall apply:
 - a) When the alternative day is taken it shall be paid at the employee's relevant daily pay

- rate calculated in accordance with section 9 of the Holidays Act 2003 for the day taken off.
- b) If the Company and the 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.
 - c) 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.
 - d) Alternative holidays not taken when an employee leaves the Company's employment shall be paid out at the employee's relevant daily pay rate calculated in accordance with section 9 of the Holidays Act 2003.

20. ANNUAL LEAVE

- 20.1 Employees shall be entitled to 4 weeks annual leave after the completion of 1 years' service.
- 20.2 An Employee's holidays shall be taken at a time to be mutually agreed between the Company and the employee except that where agreement cannot be reached the Company shall determine when the holidays are to be taken provided that a minimum of six weeks' notice of the requirement to take holidays will be given to the employee
- 20.3 Holidays may be taken in advance of the date on which they fall due. However, when the Company agrees to an employee's request for leave in advance it will be recorded in writing. When the rate of payment for that leave entitlement is calculated at the anniversary date or on termination of the employee's employment it is agreed that any overpayment for that leave taken in advance may be deducted from that employee's pay. This deduction will be recorded on the employee's payslip.
- 20.4 Part time employees shall be granted leave on the basis that the normal days worked in a Sunday- Saturday week is deemed to be a week for that employee (i.e. if an employee works 3 days then a weeks' annual holidays for that employee is deemed to be 3 days).
- 20.5 Where a public holiday falls within a period that an employee is taking as annual holidays, then that day will be treated as a public holiday and not as part of the employee's annual holidays. Where the day of the public holiday is a day that the employee would otherwise have worked, then they will be entitled to public holiday pay at their relevant daily pay rate calculated in accordance with section 9 of the Holidays Act 2003.
- 20.6 The payment of annual holidays shall be in accordance with the Holidays Act 2003. For the purposes of that Act only the leave will be paid at the greater of the employee's "ordinary weekly" or "average weekly" pay calculated in accordance with the Act.
- 20.7 Where the 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.
- 20.8 The employee agrees that they will be paid for any leave in the pay period which relates to that period of leave.
- 20.9 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.

- 20.10 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 in accordance with Holidays Act 2003. The 5th weeks leave may be applied for in writing to be cashed in by the employee and such application will not be unreasonably withheld.

21. LONG SERVICE LEAVE

- 21.1 Permanent full time employees who have not been granted a Long Service Leave entitlement in their period of employment with the current or previous owners of Cityline Hutt Valley will be entitled to Long Service Leave as follows:-

- a) Two weeks after 10 years continuous service to be taken within the year of allocation; and
- b) Two weeks after 20 years continuous service to be taken within the year of allocation.

- 21.2 Long service leave under this clause will be paid for in accordance with the Holidays Act.

- 21.3 This clause does not alter the requirement for use of annual leave contained in this document.

21.4 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 recommencement date. A failure to notify NZ Bus shall mean that the offer automatically lapses;
- (v) Upon returning to the business on the agreed date the employee will be granted a role as a driver working for the business within the available duties. The employee's seniority will be retained at the level it was at the time of resignation.
- (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.
- (ix) The principle 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. 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.

22. RETIRING LEAVE

22.1 Employees who retire from the service the Employer may be granted retiring leave on pay on the following scale:

Years	And Months Of Service					
	0	2	4	6	8	10
LEAVE (WORKING DAYS)						
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	48	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 years	131					

- 22.2 Employees retired early on medical grounds shall be granted a minimum of 65 days retiring leave.
- 22.3 Retiring leave may if the employee so elects be paid as a gratuity instead of being granted as leave.
- 22.4 In the event of the death of an employee the Employer may, instead of paying the value of retiring and long service leave to the estate, make a payment of equal value to the spouse or dependent children (or their representatives). Retiring and long service leave in respect of a deceased employee shall not be payable if the Employer makes a compassionate grant of equal or greater value to the spouse or dependent children.

23. SICK LEAVE

- 23.1 Sick leave may be taken if:
- a) The employee is sick or injured; or
 - b) The employee's spouse is sick or injured; or
 - c) A person who depends on the employee for care is sick or injured.
- 23.2 Sick leave shall be deducted from the employee's current accumulated entitlement as it is taken, by hours where appropriate. Any absence for dental or optical appointments shall be paid but not deducted from current accumulated entitlement where specific relief at additional cost is not required.
- 23.3 An employee is entitled to 6 days' sick leave on commencement and during the first 12 months of employment and shall be entitled to a further 6 days' sick leave every 12 months thereafter. Unused sick leave can be accumulated and carried forward to subsequent years.
- 23.4 An employee is required to notify their supervisor that they will not be at work because they are sick or their spouse or dependent is sick as soon as possible and preferably before their duty start time on any day that they are taking sick leave. Failure to notify may result in the absence being treated as unpaid leave.
- 23.5 A medical certificate may be required in support of any claim for sick pay where the sickness or injury gave rise to leave for a period of 3 or more consecutive calendar days regardless of whether those days would have been working days or not. The Company may require a medical certificate for any sick leave taken in excess of 5 days' per 12 months of employment.
- 23.6 An employee who is entitled to paid sick 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 sick leave taken.

- 23.7 Employees will be required to notify the employer of their availability to return from sick leave prior to 1200 hours on the day before their return to duty. An employee who fails to advise the employer and presents him/herself for duty will be allocated a further day's sick leave.
- 23.8 An employee who has a work or non-work related accident may use any accumulated sick leave they have as the basis for payment for the first week they are absent from work as a result of the accident.
- 23.9 An employee who has a work or non-work related accident which is covered by the ACC legislation may use any accumulated sick leave to make up their wages to 100 percent of their ordinary pay for a 40-hour week.
- 23.10 Where an employee is assaulted while on duty or is involved in a not a fault vehicle collision accident and as a result is in receipt of ACC payment, then their wages shall be made up to 100 per cent of their hours ordinarily rostered without loss of any accumulated sick pay entitlement. Provided that prior approval has been given the employer shall reimburse medical expenses incurred as a result of the injury that are not fully covered by ACC or other provider. Payments will be made for up to three months following the date of the injury, subject to participation in a rehabilitation programme as determined in consultation with the company, WellNZ (or other such company provider) and the employees medical practitioner.
- 23.11 Where an employee who is taking annual leave becomes sick or injured, or has a spouse or dependent who becomes sick or injured, the Company may agree to the employee taking sick leave, and the above provisions of this clause shall apply. The annual leave which has been replaced by sick leave will be able to be used at another time.

24. BEREAVEMENT / TANGIHANA LEAVE

- 24.1 Leave will be provided to the greatest extent practicable to allow grieving associated with bereavement, Tangihanga or to pay respects on the death of a close relative.
- 24.2 Where you need to discharge obligations and/or pay respects to a deceased person with whom you had a close relationship or association, appropriate leave will be favorably considered. Such obligation may exist because of family or whanaunga connections or cultural requirements such as attending all or part of a Tangihana or its equivalent.
- 24.3 Such leave will normally be on pay but in some cases the leave or part of it may be unpaid leave. In any event, it shall be of duration decided by the employee's manager following consultation with the employee. Bereavement I Tangihana leave will not exceed five days on each occasion.
- 24.4 To meet the requirements of the Holidays Act 2003 and for the purposes of clause 24.3 it should be noted that on the death of an immediate family member, the employee is eligible for a minimum of three days' paid leave. "Immediate family members" are the employee's spouse, parent, child, sibling, grandparent, grandchild or the spouse's parent. Where there is a multiple fatality, the employee is entitled to three days' bereavement leave in respect of each death. A guideline of one day's bereavement I Tangihana leave shall apply in any other circumstance where the employer accepts the employee has suffered a bereavement.

24.5 Satisfactory confirmation of bereavement shall be provided if required by the employer.

24.6 Payment for bereavement leave will be at the employee's relevant daily pay calculated in accordance with section 9 of the Holidays Act 2003.

25. HOLIDAYS ACT 2003

Employees are entitled to leave in accordance with the Holidays Act 2003 and the terms of this Agreement namely clause 19, 20, 23 and 24. A summary of an employee's key entitlements under the Holidays Act 2003 is attached as Schedule 2.

26. JURY / SUBPOENAED WITNESS LEAVE

An employee who is required for jury service or subpoenaed to appear as a witness on an on duty day shall be allowed special leave on pay for attendance at Court, but shall pay to the Employer the net fees (excluding expenses) received from the Court.

27. PARENTAL LEAVE

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

27.2 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.

28. SPECIAL PAID OR UNPAID LEAVE

In special circumstance the Employer may grant an employee leave with or without pay on such terms as it thinks fit. The Employer may also specify the effect such leave will have on continuity of service.

29. STAFF WELFARE SOCIETY

Members of the Society shall have subscriptions deducted from their pay.

30. TRAVEL PRIVILEGES

Staff passes will be made available as follows:

- 30.1 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.
- 30.2 One additional free pass will be available to an employee's family member nominated by the employee.
- 30.3 As a transitional arrangement, staff employed as at the 31st July 2010 only will be eligible for a second family pass, which meets the above criteria, at a cost of \$5.00 per week which will be deducted from wage payments. Staff employed after this date will not be eligible for a second family pass.
- 30.4 These passes are useable on services operated by New Zealand Bus Limited in Wellington and Auckland, with the exception of Runciman Motors Limited services.
- 30.5 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 Tramways 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.

31. UNIFORMS

Uniform items will be issued in accordance with the following scale:

Men Drivers:

- Tie x 2
- Shirts x 6
- Light grey shorts or grey trousers – 3 items in total
- Walk socks-3 per pair of shorts issued
- Navy jersey (long or short sleeved)-2 items in total
- Name tag x 1
- Waterproof Navy Jacket
- 1 x pair of shoes

Women Drivers:

- Blouses x 6
- Navy skirts, trousers or shorts-3 items in total
- Navy cardigan x 2
- Name tag x 1
- Waterproof Navy Jacket
- 1 pair of shoes

Note:

Ties are optional for normal driving duties however the wearing of ties is compulsory when driving for the "Flyer". Uniform items, once issues, shall be replaced on a fair wear and tear basis.

32. EMPLOYEE PROTECTION PROVISION

- a) If 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:
 - a) i) There is a sale or transfer of any or all of the company's shares; or
 - ii) The company is in receivership or in liquidation.

33. REDUNDANCY CLAUSE

Where an employee is in a redundant position (or a position that will become redundant); the redundancy payment will be calculated on the following basis:

- 33.1 Four weeks for the first year of employment and two weeks for each additional year up to a maximum of 26 weeks. The calculation will be based on total ordinary pay.
- 33.2 The employer shall where practicable give four weeks' notice of redundancy to the employee.

Where four weeks' notice is not practicable the Employer will make a payment in lieu of any period of notice not worked to the affected employee.

- 33.3 An employee will not be redundant if he/she is offered suitable alternative employment within New Zealand Bus Limited.

Alternative employment is defined as suitable when 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.

34. MEDICAL RETIREMENT

- 34.1 An employee may be retired early on medical grounds, subject to the production of two medical certificates indicating that the employee is no longer able to work in a suitable position.
- 34.2 The employee will be given at least four weeks' notice of intention of retirement when the retirement on medical grounds is initiated by the Employer

35. TERMINATION OF EMPLOYMENT

- 35.1 A week's notice of dismissal or resignation shall be given in writing (either hard copy or

email) shall be given 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.

- 35.2 Nothing in this clause shall negate the Employer's right to dismiss an employee for serious misconduct; or the employee's right to leave without notice for serious breach by the Employer of its obligations.
- 35.3 An employee who is absent from work for more than 5 days without notifying the Employer shall be deemed to have terminated employment without notice; however before taking this course of action, the Employer shall endeavour to ascertain the reason for such absence. The employee will be required to give satisfactory explanation for both the absence and the failure to notify the Employer.
- 35.4 After termination of employment an employee will be entitled to a certificate of service on request. This certificate shall state the period of employment with the Employer and the position held. Employer managers may also provide former employees with testimonials concerning the employee's service with the Employer.
- 35.5 The employee shall, upon termination be entitled to pay for accrued annual leave payable under clause 20, and where the applicable, long service, retiring leave payable under clause 22. Payment shall be reduced by any proven debts payable by the employee to the Employer; unless the Employer agrees to alternative arrangements.

36. BEHAVIOUR

The Employer's Behaviour Code may be reviewed between the parties setting out the general principles and any specific rules which apply to all the parties.

37. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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

37.1 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 his/her employment, or his / her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
 - iii) Has been discriminated against in his/her employment; or
 - iv) Has been sexually harassed in his/her employment; or
 - v) Has been racially harassed in his/her 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.

37.2 Limit on raising personal grievance

An employee who believes he/she has 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 he/she has a grievance).

37.3 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.

37.4 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.

37.5 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.

38. APPOINTMENT TO POSITIONS

Current employees must be given the opportunity to apply for any vacancies which may arise within Cityline from time to time.

39. WRITTEN PARTICULARS FOR EMPLOYEE

- 39.1 The Employer shall ensure that copies of this agreement are available for perusal by employees at each workplace.

39.2 On engagement the employer shall give the employee a letter of appointment, setting out the detail of position, location where training will be undertaken, base depot after training, commencing date, rate of pay, hours of work, and any other individual terms of employment which are not inconsistent with this agreement.

40. SAFETY, HEALTH AND WELFARE

The Company recognises 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.

41. EQUAL EMPLOYMENT OPPORTUNITY

The employer undertakes to consult fully with the employees about the development of a programme to implement the Equal Employment Opportunity Policy, and about changes to the policy.

The parties confirm their joint commitment to promoting and practicing equal employment opportunities.

42. DRIVING LICENCES

The Employer shall pay the reasonable medical examination fees and licenses validation fees incurred for the annual renewal of an employee's omnibus driver's license.

Where an employee's duties require an additional class of driver's licence to be obtained, the Employer will reimburse the employee the cost of the additional licence fees. This shall not apply to the replacement of a licence where the license has been lost, revoked or cancelled.

43. HEALTH AND WELLBEING

An employee shall advise the Company of any known medical condition which may affect his/her ability to perform his/her duties as a Large Passenger Service vehicle driver.

It is agreed that each employee will participate in annual medical screening which will be paid for by the Company. 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.

44. PAY- IN PROCEDURE

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 this clause 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.

45. CONFIDENTIALITY

All staff covered by this Collective Agreement will be required to keep information about the business of the employer confidential. Disclosure may only be made with the express consent of the employer.

46. OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

Employees shall not, within the term of their employment, set themselves up or engage in private business or undertake other employment in direct competition with the Cityline Hutt Valley or any other company operated by New Zealand Bus Limited using knowledge or materials gained in their employment with the employer. However, employees may undertake other employment so long as such employment is in their own time and does not conflict with their employment with the employer.

47. LEGAL FEES

- a) 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 defend any charges brought against them.
- b) 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.

48. REPORTS COMPLAINTS & INQUIRIES

- 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 of the incident, Saturday, Sunday & Statutory holidays excepted.
 - b) Complaints: No complaint from anyone who is not an officer of the company shall be acted upon unless:
 - i) Written/email complaints- the complaint must be in writing/email.
- A. The complaint must be received in the company's office within 96 hours of the incident, Saturdays, Sundays & Statutory holidays excepted, or unless it can be established that the 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 concerned no later than 48 hours after receipt of the complaint in the employers office, RDO's, leave, Saturdays, Sundays & Statutory holidays excepted.
- C. Complaints from minors shall be laid by the parent or guardian.
- ii) Telephoned Complaints - The complainant must be identified by name, address and/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 & Statutory holidays excepted and the subsequent written complaint must be received within 96 hours of the incident Saturdays, Sundays & Statutory holidays excepted.

- iii) 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 verbal or written.
- A. All justified complaints will be placed on the employee's personal file along with any explanation and/or written company response.
 - B. 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 (a) and (b) except where such time has been extended as provided for in b) (i)A and the employee has been notified of the report or complaint within 48 hours of the expiry of those times Saturdays, Sundays & Statutory holidays excepted.
 - (ii) The employee shall make an explanation in regard to any complaint, report or charge within 24 hours of the delivery of written notification to him/her. An employee shall have the right to a copy of complaints made against them. The employer shall, after considering the employees explanation shall advise if the case is one involving disciplinary action, in which case the employee shall have the right to require that an inquiry be held, at which the employee may have present an officer of the Union, and shall also have the right to call witnesses.
 - (iii) Employees who are suspended pending an inquiry or investigation shall be on relevant daily pay for the period suspended.
 - (iv) The Union Secretary shall be allowed on application to the manager to inspect the records of an employee charged with an offence.
 - (v) Where a complaint, report or charge against an employee is found to be justified, the employer may as an alternative to disciplinary action refer that employee to an appropriate course or programme in The Employee Assistance Programme [EAP] aimed at remedying the employee's behaviour or activity.

49. CONSULTATION

The parties to this agreement recognise that the introduction of new technology or major changes to the workplace practice 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 discussion & consultation with employees and their unions
- (b) A review will be conducted and will include a process of consultation as provided for under sub clause a) (vi). When a final decision on the implementation of the plan is made 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

50. UNION ACTIVITIES

- 50.1 The employer shall on written request from an employee deduct union fees from members at a rate fixed by the Union and remit the amounts deducted to the Union at agreed intervals and shall provide the Union with a list of names to whom those deductions apply.
- 50.2 Authorised representatives of a union shall be given access to the employer's premises for the purposes of interviewing individual members, or inviting prospective members to join. The representative must notify the appropriate manager or other authorised person in advance of their visits, which should not unduly interfere with the normal operation of the employers business.
- 50.3 The Employer will allow each union branch two paid stop-work meetings of its members per year, of two hours duration; but may vary the number of meetings per year within a maximum of four hours per year, or allow additional meetings in special circumstances. Two weeks' notice of any meeting under this clause will be given, and sufficient employees will remain available during the meeting to enable the employer's business to be continued. Payment of wages for employee attending the meetings will depend on proof of attendance.
- 50.4 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. However the company understands the important contributions that trained delegates can make and as such may authorise paid training for delegates that falls outside the limits set in the ERA 2000. (Such authorisation shall not unreasonably be withheld).

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.

51. VARIATION

This agreement may, at any time while it remains in force, be varied in writing by the agreement of the Company, the Union and the majority of the employee's to whom the variation would apply. The Company recognises 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 shall apply to the negotiation of the proposed variation.

52. TERM OF AGREEMENT

This collective agreement shall come into force on 15 October 2018 and will continue in force until 17 October 2020.

51. SIGNATORIES



Date: 14/02/19

Claire Neville
GM Operations

Signed on behalf of **CITY LINE HUTT VALLEY**



Date: 14/02/19

Kevin O'Sullivan

**SIGNED for and on behalf of NEW ZEALAND TRAMWAYS AND PUBLIC PASSENGER
TRANSPORT AUTHROITIES EMPLOYEES' INDUSTRIAL UNION OF WORKERS (WELLINGTON
BRANCH)**

APPENDIX I

A CITYLINE HUTT VALLEY BEHAVIOUR CODE

GENERAL

There are certain things that are reasonably expected of all staff without specific advice. They are:

1. Employees are to be available for work at the normal rostered times. If an employee cannot come to work, he or she must let the "supervisor" know as soon as reasonably possible.
2. Employees are to show a reasonable standard of care towards the property of the Employer, other employees, customers and passengers in carrying out their duties.
3. Employees must obey all instructions reasonably given to them.

Employees will be clearly informed of all other expected standards of behaviour and performance relating to their work. In particular, because of the implications for a public transport system, they will be told that "no employee must drink while booked on duty, or be affected by drugs or alcohol to an extent which causes concern or distress to customers, passengers or other staff, or which raises doubts about the ability of the employee to carry out his or her duties safely and competently.

PROCEDURE

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.

THE ACTION WHICH MAY BE TAKEN IS:

- I. A warning, either oral or written, consisting of:
 - a) a clear statement of expected performance or behaviour in the future; and
 - b) the likely consequences of a further lapse.
2. Suspension, without pay, pending dismissal.
Dismissal will not be invoked without a prior written warning except for serious misconduct. The warning must relate to conduct of the same kind as subsequently leads to dismissal. Warnings of dismissal will remain active for twelve months only.

Note: The temporary re-assignment of an employee to other duties while an investigation of a possible breach of safety standards is carried out is not a disciplinary action.

B CITYLINE HUTT VALLEY DRESS CODE

1. Cityline Hutt Valley provides all Bus Driving staff with a full uniform to ensure that the Company provides a high standard of presentation to our customers. The uniform is not an option and uniform garments are not to be replaced with a non-uniform item.
2. All staff are expected to adhere to the uniform policy.
3. Where staff come under notice for poor dress presentation these will be dealt with under the Behavioural Code.
4. All staff are required to ensure that they make themselves aware of the Company Dress Policy.

C CITYLINE HUTT VALLEY SECURITY CODE

1. All Cityline employees are responsible for securing all Company property that is allocated to them during the course of their assigned duties. Cityline Vehicles are all provided with security locks and when a vehicle is to be left unattended, in an approved location, the vehicle is to be locked.
2. Cityline employees are accountable for the loss of Cityline tickets monies and other properties when they have been left in an unauthorised location and subsequently lost or stolen. Any losses of Cityline properties as a result of not following Company policies will be dealt with under the Behavioural Code.
3. All employees are responsible for ensuring they follow Company security rules to protect themselves from liability for loss or damage of property.

D CITYLINE HUTT VALLEY RESPONSIBILITY CODE

LEADING / BUS DRIVERS ARE RESPONSIBLE

1. Checking the oil, water, fuel, hub-odometer, and Road User Licence daily.
2. Securing any property allocated to them in accordance with the Security Code. Vehicles are to be locked by the driver when he/she has finished using the vehicle and keys are to be returned to the Depot to enable access to other driving staff. If a driver leaves his vehicle unsecured he/she may be billed for any vandalism that is carried out due to the vehicle

being left unsecured.

3. Having respect for other drivers cleaning equipment, which may be stored on the vehicle.
4. All staff who drive Cityline Hutt Valley vehicles have a responsibility placed on them as a holder of a Large Passenger Service Vehicle licence to work with in all Transport Regulations. The reason for this is to provide a safe public transport and charter vehicle service to our passengers and other road users.
5. Logbooks – Drivers are responsible for operating logbooks outside the exempt area.

KEYS FOR VEHICLES

Drivers will be called out (without pay) to return Company vehicle keys. The keys for all vehicles are to be left on Company premises in the assigned place at the completion of duties.

APPENDIX II

HOLIDAYS ACT 2003 SUMMARY

The Holidays Act 2003 sets out your minimum entitlements to annual leave, public holidays, sick leave and bereavement leave. A summary of your key entitlements is set out below. The provisions in your employment agreement may improve upon these minimum entitlements. If you would like further information about the Holidays Act you can contact the Department of Labour which offers free information on 0800 800 863 or www.dol.govt.nz; or your union or an advocate or a lawyer.

Annual Leave

- a) You are entitled to a minimum of three weeks' annual holidays after the first year of continuous employment.
- b) Payment for your annual holidays will be made at the greater of your ordinary weekly pay at the time the holiday is taken or your average weekly earnings over the twelve month period before the annual holiday is taken.
- c) Annual leave is to be taken at agreed times. If agreement cannot be reached the employer can set the time for the leave, on 14 days notice.

Public Holidays

- a) You are entitled to a paid day off on a public holiday provided that day would otherwise be a working day for you. Your day off will be paid at your "relevant daily pay" rate (i.e. the amount you would have received if you had worked your usual hours that day including regular productivity, commission and overtime payments).
- b) If you are required by your manager to work on a public holiday you are entitled to time and a half your relevant daily rate for all hours worked on that day, plus, if it would otherwise be a working day, you are entitled to a full paid day off as an alternative holiday, paid at your "relevant daily pay".
- c) Your alternative holiday must be taken by agreement with your manager. If no agreement can be reached you must give 14 days' notice and take into account your manager's view as to when it would be convenient for you to take your alternative holiday. If your alternative holiday is not taken within 12 months you may request to cash it up.
- d) All public holidays are celebrated on the day on which they fall, except the public holidays over Christmas and the New Year which have special arrangements, namely:
 - i) if the holiday falls on the weekend and you do not normally work on the weekend, the holiday is transferred to the following Monday/Tuesday so that you may still get a paid day off; or
 - ii) if the holiday falls on a Saturday or Sunday and you normally work on that day then the holiday remains at the traditional day and you are entitled to that day off on pay.

Sick and Bereavement Leave

- a) You are entitled to five days' sick leave per annum:
 - i) after six months' continuous service; or
 - ii) if you have worked on average 10 plus hours per week including at least one hour every week or 40 hours per month, over the last six months.
- b) Unused sick leave of up to 15 days' may be carried over to the following year up to a maximum entitlement of 20 days in any year.
- c) You are not entitled to sick leave if you are on the first week of ACC or receiving weekly ACC for a work related injury.
- d) You are entitled to three days' bereavement leave for the death of an immediate family member.
- e) You may also be entitled to one day's bereavement leave on the death of other persons, depending on a range of factors including the closeness of your association.
- f) Sick and bereavement leave is paid at the "relevant daily pay" rate.
- g) If you have exhausted your entitlement to sick leave or bereavement leave you may take annual leave, provided you have the prior agreement of your employer.

APPENDIX III

VARIATIONS

INTENT

1. At the conclusion of the 2010 negotiations there were 2 options on how employees could be paid during the term of this agreement, available for employees to choose which also included a few different terms and conditions.
2. The main agreement applies to new employees employed after 19 August 2010 and existing employees who formally apply to transfer to the terms detailed within the main agreement (The 19 August 2010 being the date the Unions notification of acceptance of the Company's offer).
3. This Schedule 3 and the following clauses / sub-clauses are variations to the corresponding clauses in the agreement and shall only apply to the employees who elect to stay on a flat rate pay scale as listed below.
4. Any employee covered by this Schedule, who leaves the company and is subsequently re- employed under this agreement will be deemed to have been removed from this schedule and shall be re-employed under the main agreement terms and conditions.
5. Where any named employee below wishes to be excluded from the schedule and to be covered by the main agreement terms and conditions then that employee shall request to be removed from the schedule by confirming their request in writing to the manager. Once the manager has received a request then that employee will be transferred to the main agreement terms and conditions from the next following Sunday.
6. An employee who uses clause 5 above to transfer to the terms and conditions of the main agreement or an employee is employed under the terms and conditions of the main agreement then: they shall remain on those terms and conditions and cannot subsequently be covered by the terms and conditions of this schedule 3.
7. Employees will have the following options to elect to go onto the flat rate pay scale in this Schedule or be covered under the terms and conditions of the main agreement:
 - a. after 30 days service with the Company, and then again after completing 9 months service with the Company,
 - b. annually following written notice received by the Company by 30 June each year, and
 - c. within 30 days after shift have been allocated in a reschedule

Clause 6 above will apply, and once on the flat rates set out in this Appendix, the Employee remains on that rate. Once the Company has received the request in writing, the rates will apply from the following Sunday.

The following clauses / sub-clauses shall be amended as below:

6 PAY

Replace sub clause 6.1 with:

6.1 Where the job of an employee does not come within the range of designations specified in this scale the employer shall consult with the Union prior to deciding the applicable pay rate for the position.

Position	15/10/2018 2.0%	13/10/2019 1.6%
Driver 1 (3 months service)	\$20.64	\$20.97
Driver 2 (9 months service)	\$22.00	\$22.35
Driver trainee	\$19.28	\$19.59
Leading Driver (By Appointment)	\$18.56	\$18.85
Tutor Operator Allowance for each hour/part hour spent training	\$1.92	\$1.95

12. OVERTIME

Replace the whole clause with:

- 12 a) Time worked in excess of 40 hours in any one week shall be paid for at the ordinary rate as per clause 5 listed in Schedule 3.
- b) Overtime within a roster shall be worked as required by the Company. Additional overtime shall be worked where reasonably required by the Company and where reasonably able to be undertaken by the employee. It shall be offered subject to the following:
- i) It will be offered to those employees whose role is classed as a driver in the first instance.
 - ii) It will be offered first to the employees within the depot where the overtime exists where such employees are available (with preference given to enable Part Time employees to obtain 40 hours)
 - iii) Where overtime cannot be filled by those in i) & ii) above then it will be offered to other employees.
- 12.2 "LS Nite" Services
- a) 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 "L8 Nite" duties that commence near mid-night and before 0400. Where there are sufficient volunteers to complete "L8 Nite" duties that commence near mid-night and before 0400 hours then the employer will not roster employees for those duties. However, when the "L8 Nite" duty falls into a public holiday the employer may roster those employees onto an evening shift on the public holiday where they have not been previously rostered off. Payment for work on the Public Holiday shall be as per clause 17.9 and the Holidays Act 2003.

- b) Any shift that contains trips designated under the Regional Council Contract as being a "L8 Nite" service shall be paid at double ordinary time rates for all "L8 Nite" duties. No other overtime rates shall apply to this work. If the Regional Council Contracts for "L8 Nite" services become commercial services then double time provisions as provided under this clause shall continue to apply.

13. SPAN OF HOURS

Replace clause with; Where an Employee works any shift where the span of hours from first sign-on time until last sign-off time, (excluding a call forward, call back or a call out) is in excess of 12 hours, the employee shall be paid for all time worked beyond the 12 hour span at the employee's ordinary rate of pay.

The minimum payment for full and part time workers for each book on portion worked will be 2 hours.

The company use its best endeavours to reduce the number of broken shifts that require multiple signoffs.

Booked Off:

A period of duty where the employee is booked off without pay not exceeding 4 hours in one day including a meal.

Company:

Cityline (N.Z.) Limited.

Daily Hours:

Hours of work which are paid at ordinary rates and are counted as part of the total of 40 ordinary hours per week.

Dependent:

An employee's natural, adopted and foster children, less than 18 years of age together with those children aged 18-24, who are attending school or university and are living at home while engaged in full time studies and are fully dependent on the employee.

Driver:

An employee engaged to drive a vehicle, who may issue tickets and collect fares, and may also be required to clean and refuel company vehicles in which case protective clothing will be provided.

Driver Trainee, Starting Driver/Yard Worker:

A Starting Driver/Yard Worker with less than 3 months service.

Driver Level 1, Driver/Yard worker:

A Driver/Yard Worker with more than 3 months service but less than 9 months service. An employee may be advanced to this grade earlier at the company's discretion.

Driver Level 2:

A Driver/Yard Worker with more than 9 months service. An employee may be advanced to this grade earlier at the company's discretion. This category applies only to those employees on a flat rate as detailed in Schedule 3.

Employee:

Any person employed by the Company under a contract of service.

Full Time Employee:

An employee who is normally paid on the basis of a 40-hour week.

Holiday:

A public holiday listed in clause 19 of this agreement.

Hourly Rate:

Weekly pay in Clause 6 divided by 40

Partner:

The wife, husband or defacto marriage partner.