

Collective Employment Agreement

*Between MANA COACH SERVICES LTD and the NEW ZEALAND TRAMWAYS & PUBLIC
PASSENGER TRANSPORT EMPLOYEES INDUSTRIAL UNION, WELLINGTON*



Effective from 15 June 2018

Expires 14 June 2021

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Mana Coach Services Limited Agreement of Employment

1. Parties

This agreement is made pursuant to the Employment Relations Act 2000 and shall be binding on:

Mana Coach Services Limited (hereinafter referred to as the "employer")

and **New Zealand Tramways & Public Passenger Transport Employees Industrial Union, Wellington** (hereinafter referred to as the "Union")

2. Coverage

This agreement shall cover the employment of drivers of passenger transport vehicles only (hereinafter referred to as "employee/s") employed by the employer and who are members of the Union and shall exclude all other employees employed by Mana Coach Services Ltd.

3. Application

The employer carries on the business of passenger transport and employees shall generally undertake driving duties as set out in the job description appropriate to the driver's employment status and all other associated duties that are required from time to time by the employer.

4. Previous Terms and Conditions

This agreement shall supersede all other terms and conditions of employment, whether written or not, that may have existed prior to becoming a party to this agreement.

5. House Rules & Policies

Any house rules, policies or other determination concerning employment, inclusive of Job Description, Company Handbook, Company Policies & Procedures, as set down from time to time by the employer, shall be binding on all parties to this agreement and except where changes are necessary to meet legal compliance, a change that may affect any employment related provisions contained in this agreement, shall be subject to consultation between the parties.

A Job Description will be supplied to a prospective new employee at the time a written offer of employment is made and a copy of the Company Handbook, inclusive of the Company's House Rules, will be supplied to a new employee during their induction.

6. Variation of Agreement

This agreement may be varied during its currency by agreement between the employer and the union. Variations may be agreed which only affect some of the employees

covered by this agreement; in this case only those directly affected will be required to ratify such a variation.

A variation will only be made after ratification by a simple vote of those members directly affected by the variation.

Any variations shall be recorded in writing and signed off by the employer and the union and attached to the originals of this agreement.

7. Statement of Intent

The intention of this agreement is to focus on the following objectives, particularly –

- 7.1 To provide a service to the employer that will
 - Enhance competitiveness and further provide satisfactory levels of efficiency for the benefit of customers; and
 - Allow the delivery of excellent services to customers.
- 7.2 To ensure that employees have the opportunity to work in a safe and healthy working environment;
- 7.3 To provide employees with the opportunity to make contributions to decisions affecting themselves, their work and their working environment;
- 7.4 To improve employee relations through increased communication, information sharing and consultation and thereby in a positive and constructive manner avoid disputes;
- 7.5 To assist all employees to accept the responsibility and accountability appropriate to their role in the employer's business;
- 7.6 To provide all employees with the skills necessary to fulfill the efficiency and productivity levels required of them by the employer.

8. School Bus Drivers

Employees who were employed after 1 June 2015 to work solely as school bus drivers employed to provide services for Ministry of Education contracts shall be employed on the following basis:

- School bus drivers will be employed on a part time basis.
- School bus drivers will be employed on a part year basis and will only work, and only be paid, during the school terms as required by the relevant contract.
- School bus drivers will take annual leave and leave without pay during term breaks but will remain employees with their service recognised as continuous.
- School bus drivers may make themselves available for casual or additional work, or to cover shifts vacant due to the absence of other drivers, during term time or during term breaks, but the employer shall not be obliged to offer work to school bus drivers in preference to other drivers employed by the employer.
- The fact that additional work may be offered and accepted, whether during term time or during term breaks, does not alter the status of the driver as a school bus driver employed on a part year basis.

9. Hours of Work

9.1 The hours of work shall be as provided in sub clause 11.2, to be worked on up to any five of the seven days of the week. For the purposes of this agreement, the week shall be deemed to commence on Monday and end on Sunday. Nothing in this agreement shall prevent an employee working on a sixth day, by agreement between the employer and employee.

9.2 Where an employee can not work a day they have been rostered (including a rostered sixth day), the employee will endeavour to find another driver to work the shift concerned, and will advise the supervisor, as soon as possible. This does not apply when the employee is unable to work because of sickness or bereavement. No employee will be obliged to work a sixth day.

Two permanent employees may, by mutual agreement, agree to swap shifts or days off. Joint written notice on the company's form shall be given to the company recording the agreement by 11.00 a.m. at the latest on the day prior to day affected. The shift swap is subject to the employer's agreement, which shall not be unreasonably withheld. Shift swaps shall not include casual staff, charter work, or driving buses that the employee is not trained for or approved to drive, and the employees must ensure that the swap would not breach driving hours regulations. The employer shall not be liable for additional costs as a result of a shift swap and shall not be obliged to make up hours where as a result of a swap an employee will not work 40 hours in a week.

9.3 No extra hours shall be worked in addition to a driver's rostered hours of work unless mutually agreed to by the employee and the company.

9.4 The maximum hours of work shall not exceed the work time and logbook rules issued by the appropriate Government Agency.

9.5 The employer shall use best endeavours to roster full time employees for a minimum of eight hours per shift for five days per week; in any event full time employees shall be rostered for a minimum of seven and a half hours per shift for five days per week. **Except** that where otherwise mutually agreed between the employee and the company, or on a sixth day, or where a 40 hour week is rostered over 4 days, the seven and a half hour minimum may be waived. This minimum does not apply to part time employees.

The employer shall not be obliged to roster 40 hours where an employee has agreed to a shift swap as provided in clause 9.2.

9.6 An employee who is requested by the employer to work on their rostered day off and agrees to do so, shall receive a minimum of 2 hours pay at the appropriate rate;

Except where an employee is called back and the job is cancelled for any reason and the employee is notified of the cancellation before leaving home in which case the payment will not apply.

9.7 Permanent employees will have guaranteed hours; the number of hours guaranteed may be as specified in their letter of appointment, or may be as prescribed by a roster matrix, which sets out the pattern of shifts which applies to a group of employees. Each matrix operates over a multi-week period and thus the guaranteed hours vary from week to week across the duration of each matrix. Employees are guaranteed a number of hours

across the duration of the matrix they have been placed upon; they are not guaranteed the actual times or days they will be rostered to work.

Each roster matrix is set from time to time depending on requirements for scheduled services. Where a matrix needs to be changed, this shall occur by agreement of the majority of drivers covered by that matrix and of the employer.

Employees may be rostered for more than their guaranteed hours; where an employee does not wish to accept the additional hours, the employee shall advise the employer of this. Which of the additional hours are removed from the roster in this case shall be at the employer's discretion. An employee shall be considered to have accepted the additional hours rostered if they do not advise the employer within 24 hours of the roster being provided.

- 9.8 If an employee does not work on a rostered shift, the employer is not obliged to make up the employee's guaranteed hours at an alternative time.

This clause also applies in the event that the employee chooses to request charter work and wishes to forgo their rostered shift to do the charter. Due to the nature of the work, charter work can never be guaranteed.

9.9 **Charter work**

Mana provides charter coach services. A charter is the provision of a one off service to a client, not a regular service provided under an ongoing contract. Charter work may be rostered as part of the employee's guaranteed rostered hours or it may be offered as additional hours. Where charter work is offered as additional hours the employee can choose whether to accept the additional hours or not (see 9.7).

Where an employee elects to work a charter instead of their normal rostered work, the employer is not obliged to make up the employee's guaranteed hours at an alternative time in the event of the cancellation of the charter. Instead, the provisions in the sub clause below (Cancellation of charter) shall apply. Employees who choose to work a charter instead of their rostered work, therefore, assume the risk that the charter may be cancelled and the employee will therefore not be paid for it; in this event the employee will not be returned to their previous roster unless that work has not been allocated to another driver.

9.10 **Cancellation of charter**

On occasion, charters are cancelled by clients. Where this occurs, at least one hour's notice of the cancellation of the charter shall be given to the driver; more notice will be given where practicable. The employer and the employee agree that this is a reasonable period of notice in the event of a cancellation at short notice by a client. Notice shall be deemed to be given when the driver has been notified in person, by text or by phone call, or through the employer's RT system if the driver is driving for the employer at the time notice is given.

If the employer does not give one hour's notice, compensation of one hour's payment, or the duration of the charter, shall apply, whichever is the lesser.

This clause only applies where the driver in question has been offered and accepted the charter and the charter has been confirmed.

In the event of a cancellation of a charter the employer shall offer alternative work where this is practicable, but this shall not include cancelling or changing the roster of another driver without the other driver's agreement to the change. It is acknowledged that it is not always possible to offer alternative work at short notice.

9.11 Time worked

The hours of work provided for in sub-clauses 9.1 and 9.2 of this Clause shall include all time worked by an employee but shall not include meal intervals or any time during which that employee is booked off duty and no work is performed.

9.12 Booking-Off

9.12.1 Broken Rostered Work - No employee shall be booked off duty for any lesser period than one hour; Provided that for the purpose of this sub-clause meal intervals of less than one hour shall not be deemed to be periods booked-off.

9.12.2 Rostered Work - In the case of any rostered work, there shall be one book-off period of not more than one hour for a meal.

9.12.3 Applying to all employees - No employee shall be booked off for a meal until they have been on duty for at least two consecutive hours from the time they commenced work.

9.12.4 Charters -

- (i) Where an employee completes any charter earlier than the hours that they were rostered for that charter, only the hours actually worked shall be paid.
- (ii) Where a charter takes longer than the hours rostered, the employee shall be paid for the additional time, provided the employee endorses the waybill with the reasons for the late running, and provided that such reasons are outside the control of the driver. Where the late running is due to the hiree, the driver shall use their best endeavours to have the hiree sign the waybill with the record of the actual end time to allow the company to on-charge the additional costs.
- (iii) Employees are booked off for meal breaks where appropriate during charters in accordance with clause 9.14. Booking off for a longer period between charter legs shall only occur by agreement between the employer and the employee. To ensure that charters can be competitively priced the employer is entitled to select an employee who agrees to a longer booking off period in preference to an employee who does not.

9.13 Extra Work - Extra work shall, where practicable, be first offered to available full time employees; Provided such work fully complies with the provisions of sub-clause 9.20 of this agreement.

“Extra work” is work that is:

- (a) Additional work for the employee which is done over and above their rostered hours; and
- (b) Additional work for the company which is over and above normal rostered urban service work, rostered school charters and public holiday work – for example, charter work and train running.

9.14 **Meal Intervals**

One hour shall be allowed for a meal, but this may be curtailed by agreement between the employee and the employer, provided that the meal interval shall not be less than half an hour.

- 9.15 The employer shall allow each employee a rest period of 10 minutes in the morning and 10 minutes in the afternoon without loss of pay.

9.16 **Wage Book & Other Related Matters**

The employer shall provide a time and wage book in which each employee shall enter daily the total hours' for which they are entitled to be paid, stating the overtime, if any.

- 9.17 Details of the employee's wages and any other payments due shall be supplied to each employee weekly.

- 9.18 The employer shall make arrangements to relieve an employee of the responsibility for their cash and tickets on booking-off duty.

9.19 **Roster**

A roster will be displayed by the employer in a conspicuous place. When reasonably practicable, the roster shall be so arranged that the am and pm shifts shall be equally distributed among employees.

- 9.20 Where a roster has been completed, an employee shall not be booked on again until the rest period required by the Driving Hours Regulations have been complied with.

10. **Contract Vehicles and Special Trips**

Each day an employee is engaged on a contract or special trip and is away from their normal booking on place, shall count and be paid for as a day of 8 hours worked; Provided that if the time spent in actually driving exceeds 8 hours, then the actual driving time shall be paid for. If an employee's absence from their booking-on place is less than 8 hours, then the employee shall only be entitled to payment for the actual time they are away. The span of 14 hours shall apply to this Clause.

11. **Employment Status**

- 11.1 This agreement provides terms and conditions of employment for full-time, part-time and casual employees and for School Bus Drivers. The terms and conditions of employment for part-time and casual employees are subject to the provisions of sub-clause 11.4 of this Clause.

- 11.2 For the purposes of this agreement the following definitions shall apply:
- 11.2.1 A full-time employee is one who is so designated by the employer and who is employed on a regular full-time basis to work 40 hours or more per week.
- 11.2.2 A part-time employee is one who is so designated by the employer and who is not employed on a full-time basis but who works regularly on a permanent basis. Part time employees may either be employed on a rostered basis or employed on fixed shifts as agreed by the employee and the employer. Such employee may from time to time be required to work 40 hours or more in any week to meet the fluctuating demands of the employers business. In this circumstance such employee shall continue to be deemed a part-time employee.
- 11.2.3 A casual employee is one who is so designated by the employer and who is employed on an "as and when required" basis for the specific purpose of meeting the fluctuating demands of the employer's overall operations. This means that the employer is unable to guarantee regular or set hours of employment per week on either a full-time or part-time basis. Accordingly, there exists no implied continuity of employment and as such therefore, each engagement shall be treated as a separate engagement. Eight percent of total gross taxable earnings in accordance with the requirements of the Holidays Act 2003 shall be paid for the purposes of annual holiday entitlement each week.
- 11.3 When a fulltime position becomes available it shall in the first instance be advertised internally within the depot and existing part-time drivers shall be entitled to apply for the position and be interviewed. Unsuccessful applicants shall be advised by management of the reasons they have been unsuccessful and the areas they need to improve.
- 11.4 Subject to the following or unless otherwise provided in this agreement, the terms and conditions of employment prescribed in this agreement shall apply to all employees described in sub-clause 11.2 hereof.
- In the case of part-time employees, Clauses 14, 15, 16, 17, 18 and 19 of this agreement shall only apply on a pro-rated basis.
- In the case of casual employees, Clauses 14, 15, 16, 17, 18, 19 and 20 of this agreement shall not apply.
- 11.5 School Bus Drivers are drivers employed to provide services for Ministry of Education contracts who are employed in accordance with clause 8.

12. Wages

- 12.1 Except as otherwise provided in the Addendum to this agreement, the basic hourly rate of pay for all employees covered by this agreement, effective from **15 June 2018** shall be **\$21.45** for each hour worked. Such rate shall be increased, effective from **15 June 2019** by the current annual CPI rate published as at that date, or 1.5%, whichever is the higher, for all members of the union covered by the CEA who are members as at 15 June 2019. Such rate shall be further increased effective from **15 June 2020** by the current annual CPI rate published as at that date, or 1.5%, whichever is the higher, for all members of the union covered by the CEA who are members as at that date.

Any employees covered by this agreement who were not union members as at 15 June 2019 would continue to be paid the hourly rate of \$21.45. The hourly wage rates provided in this sub-clause and in the Addendum to this agreement are paid in full satisfaction for the performance of all work carried out by an employee and shall cover all circumstances and conditions whatsoever or however arising; inclusive of all future entitlement in recognition of redundancy.

12.2 Other allowances

In addition to the basic hourly rate prescribed in sub-clause 12.1 of this agreement, only the following additional allowances shall be paid where applicable:

12.2.1 An employee required to stay away overnight from their own residence, shall be paid an extra **\$20.00** per night. Accommodation will be arranged and paid for by the employer and, wherever possible, shall have dining facilities.

12.2.2 Where an employee chooses to stay on a marae or other similar accommodation an amount of **\$31.00** will be paid in addition to the allowance provided in sub-clause 12.2.1.

12.2.3 A meal reimbursement allowance is to be paid only when a meal is not provided, as follows:

Breakfast	\$	\$23.00
Lunch	\$	\$17.25
Dinner	\$	\$34.50

These allowances are to be paid for all out of town charters or tours where an overnight stay is involved and are in addition to the allowance set out in sub-clause 12.2.1 upon production of a receipt/docket.

12.2.4 Employees required to give a comprehensive commentary while engaged on sightseeing tours only (excluding transfers), shall be paid **\$20.00** per half day (i.e. 4 hours) or part thereof. This payment is made in recognition of the additional skills and responsibilities required of such employees. This provision will only apply where a charter waybill calls for a commentary to be given by the driver.

12.2.5 An "After Midnight" urban services allowance of **\$50.00** per day shall be paid for each day that an employee is rostered on an "after midnight" shift.

12.2.6 Employees so required by the employer may be used as trainers and an allowance of \$10.00 per half day, or part thereof shall be paid to such drivers while so employed.

12.2.7 Drivers will be required, as part of their normal driving duties, to ensure Company vehicles:

- are swept out at the end of each shift; and
- wet-mopped at the end of each rostered day; and
- rubbish tins are emptied ready for next use; and
- inspect and report any damage or graffiti on vehicle; and

- remove all lost property left on bus and deliver to Operations; and

other cleaning that may arise from time to time, e.g. Depot cleaning or preparing vehicles for charter, is carried out where required or rostered.

In addition to the above, where Company vehicles are required to be cleaned and provided such cleaning is approved beforehand by Operations, a payment of **\$16.50** per hour shall apply in lieu of the rate prescribed in sub-clause 12.1 of this agreement.

Where a driver volunteers to carry out general duties around the depot in the driver's own time (i.e. while booked off) and the employer has such work available for which the driver has the appropriate skills to carry out to a good standard, the employer and the driver may agree that the employee will carry out such work. The rate of **\$16.50** will apply for all such work rather than the driver's rate set out in clause 12.1.

13. Payment of Wages

13.1 Wages shall be paid regularly weekly and shall be available to the employee not later than Thursday, and shall be paid in the employer's time. The pay week shall run from Monday to Sunday.

13.2 Deductions may be made from wages in the case of sickness or accident (except where sick leave is available under clause 18), default or leave without pay.

13.3 In the event of an overpayment of wages, the employee shall be given written notification of the intent to recover the overpayment, the amount to be recovered and explanation of the reasons for the overpayment.

13.3.1 Overpayments can be recovered as agreed between the employer and the employee. If no agreement is reached, the employer may recover the overpayment as follows:

- (i) Where the overpayment is notified to the employee prior to the next pay day, the full amount of the overpayment may be recovered in that period, unless the employer and the employee agree to repayment otherwise.
- (ii) Where an overpayment has been regular, the overpayment shall be recovered through regular deductions from subsequent pay periods of not more than the amount originally overpaid per pay period, unless the employer and the employee otherwise agree.
- (iii) Where an overpayment occurred prior to the previous pay period, it may be recovered in full in the next pay period where the employee agrees. Otherwise, the overpayment may be recovered in regular weekly deductions of not less than \$50.00 per pay period, until the overpayment is recovered.

13.4 Any outstanding overpayment not recovered at the time of termination of employment will be deducted from final wages (including holiday pay) owing to the employee.

Holidays & Leave

An employee shall be entitled to paid holidays and leave as set out in this agreement in accordance with the provisions of the Holidays Act 2003.

14. Annual Holidays

- 14.1 Except as otherwise provided in the Addendum to this agreement, upon the completion of each year of continuous service with the employer, four weeks annual holidays shall be allowed in accordance with the Holidays Act 2003 and its amendments, to be paid on a pro rata basis if the employee is part-time.
- 14.2 Unpaid leave may be approved in special circumstances but solely at the employer's discretion.
- 14.3 Upon completion of 120 overnight trips away per calendar year from their residence, an employee shall be granted one additional weeks leave. Such leave shall be taken as determined by the employer.
- 14.4 The employer may require an employee to take annual holidays. 14 day's notice of the requirement to take annual holidays shall be given by the employer where agreement is unable to be reached as to when annual holidays will be taken.

15. Public Holidays

- 15.1 The following shall be the recognised public holidays: New Years Day; 2 January; Anniversary Day; Waitangi Day; Good Friday; Easter Monday; ANZAC day; Sovereign's Birthday; Labour Day; Christmas Day; and Boxing Day. Observance and payments shall be in accordance with the Holidays Act 2003.

For the purposes of this clause, the parties agree that the period of 24 hours commencing with 3.00 a.m. on each public holiday, and finishing with 3.00 a.m. the following day, shall be treated as the public holiday. This agreement constitutes an agreement under section 44A of the Holidays Act.

- 15.2 If any of these holidays shall be generally observed on any day other than that on which it falls, the provisions of this agreement shall apply to such other day instead of the original day; Provided always that one day only shall be taken for the holiday.
- 15.3 Employees may be required to work on a public holiday provided:
 - 15.3.1 at least two weeks notice is given by the employer to the employee of the requirement to work.
 - 15.3.2 where an employee wishes to take the public holiday concerned, that the employee advises the employer no later than two weeks prior to the public holiday falling so that alternative rostering arrangements can be made. Where this is not possible, the employee originally rostered will be required to work.

15.3.3 The employer will ensure no employee shall be rostered to work consecutive public holidays. This shall not apply to drivers who elect, or who volunteer, to work consecutive public holidays.

15.4 Where an employee works on a public holiday they shall be paid one and a half times their ordinary time hourly rate of pay, as prescribed in sub-clause 12.1 of this agreement, for each hour worked; Provided –

- the employee's pay for the day is not less than the portion of the employee's relevant daily pay relative to the time actually worked; and
- the public holiday would have otherwise been a working day for the employee.

An employee who works on a public holiday shall be entitled to an alternative holiday paid at the employee's relevant daily pay as defined by the Holidays Act 2003, which day shall be taken as agreed between the employer and the employee.

Where the employer and employee are not able to agree on the time that the alternative holiday will be taken, the employer may determine a date for the holiday to be taken, on a reasonable basis and with at least 14 days notice, in accordance with the Holidays Act. An employee may request to exchange the alternative holiday entitlement for payment where 12 months have passed since the employee became entitled to the alternative holiday, in accordance with the Holidays Act. The employer may agree to such a request at the employer's discretion; agreement shall be subject to the employer and employee reaching agreement on the payment that will apply. The parties agree that the normal formula will be the employee's average daily pay calculated over the last four calendar weeks.

15.5 Where an employee does not work on a public holiday and the day would have otherwise been a working day for the employee, or where a public holiday falls on the employee's rostered day off, the employee shall be paid for that day at not less than their relevant daily pay as defined by the Holidays Act 2003.

A minimum of eight hours pay for the day shall apply for all permanent full time and part time rostered employees. In the case of part time fixed shift employees, a minimum of eight hours pay shall apply if the employee would otherwise have worked a shift of four hours or more; otherwise a minimum of four hours shall apply.

16. Special Holidays for Long Service

16.1 Full-time and part-time employees only shall be entitled to special holidays as follows; Provided that any period of employment of an employee who has transferred to casual employment or who has resigned from the Company and has then been subsequently re-employed by the Company, will not count as service for the purposes of this Clause.

16.1.1 A once only entitlement of 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.

- 16.1.2 A once only entitlement of one special holiday of 2 weeks' after the completion of 20 years and before the completion of 30 years' current continuous service with the employer.
- 16.1.3 A once only entitlement of one special holiday of 3 weeks' after the completion of 30 years and before the completion of 40 years' current continuous service with the employer.
- 16.1.4 A once only entitlement of one special holiday of 4 weeks after the completion of 40 years' current continuous service with the employer.
- 16.2 All special holidays provided for in sub-clause 16.1 of this agreement shall be paid at the employee's average weekly earnings as defined by 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.
- 16.3 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.

17. Bereavement Leave

- 17.1 An employee who suffers a bereavement:
- upon the death of their spouse, parent, child, brother, sister, grandparent, grandchild, father-in-law or mother-in-law, shall be entitled to 3 day's bereavement leave for each bereavement.
 - upon the death of any other person, where the employer accepts, as a result of the death –
 - a closeness of association between the employee and the deceased
 - the employee has to take significant responsibility for all or any of the ceremonial arrangements related to the death
 - any cultural responsibilities of the employee related to the death
- shall be entitled to one day's bereavement leave.
- 17.2 For the purposes of this Clause, the word "spouse" shall include a partner in a stable de facto relationship, the proof of which shall be on the employee.
- 17.3 For each day of bereavement leave taken by an employee, that would otherwise be a working day for the employee, the employee will be paid an amount equivalent to the employee's relevant daily pay.
- 17.4 Relevant daily pay for the purposes of this agreement shall be as defined by the Holidays Act 2003.
- 17.5 Where an employee intends taking bereavement leave they must notify the employer as early as possible before they are due to start work on that day or if that is not practicable, as early as possible after that time.
- 17.6 Satisfactory evidence (e.g. newspaper cutting, etc) of a death (either in New Zealand or overseas where the employee is required to attend the funeral, or

a death overseas where the funeral occurs in New Zealand), may be required by the employer.

- 17.7 As provided by sub-clause 14.2 of this agreement, unpaid leave may be approved in special circumstances at the sole discretion of the employer.

18. Sick Leave

- 18.1 After the completion of six months' current continuous employment with the employer and in each ensuing 12 month period of current continuous employment with the employer, an employee shall be entitled to a total of 5 days paid sick leave which can only be taken when the employee is sick or injured, the employee's spouse is sick or injured, or the employee's dependent is sick or injured (being a person who depends on the employee for care).
- 18.2 Sick leave may accumulate up to a maximum of 35 days by carrying forward from one year to the next any unused sick leave of up to 30 days.
- 18.3 For each day of sick leave taken by an employee, that would otherwise be a working day for the employee, the employee will be paid an amount equivalent to the employee's relevant daily pay.
- 18.4 Relevant daily pay for the purposes of this agreement shall be as defined by the Holidays Act 2003.
- 18.5 Where an employee intends taking sick leave they must notify the employer as early as possible before they are due to start work on that day or if that is not practicable, as early as possible after that time.
- 18.6 The employer may require an employee to produce proof of sickness or injury of 3 or more consecutive calendar days, whether or not they are working days for the employee. Medical certificates required in accordance with this provision shall be at the employee's expense.

19. Parental Leave

Parental leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and its amendments.

20. Jury Service

When an employee, other than a casual employee, is obliged to undertake jury service:

- 20.1 The employee shall have first produced to the employer a copy of the summons to serve on jury service, at least two full weeks prior to the date to serve as set out in the summons. The foregoing will give the employer the opportunity and time to seek exemption from such service.
- 20.2 Where an employee undertakes jury service, the difference between the jurors fees (excluding reimbursing payments) paid by the court, if any, and the employees ordinary pay, (relevant daily pay), shall be made up by the employer, provided,

- 20.2.1 The employee produces the court expenses voucher to the employer;
- 20.2.2 The employee returns to work immediately on any day they are not selected to serve on a jury.

If the employer pays the employee their wages for the week in full, the employee shall reimburse the employer for the amount received in juror's fees. If the employee fails to reimburse the employer the juror's fees received, the employer shall be entitled to deduct the payment the employer made to the employee for the jury service attendance from wages due to the employee and the employee shall not be entitled to any payment from the employer for the time spent on jury service. If the employee provides evidence of the payment received for jury service to the employer, the employer shall deduct this amount rather than the amount of wages the employee was paid for the time spent on jury service.

- 20.3 Where the requirement of sub-clause 20.1 is not complied with by the employee, then the provisions of sub-clause 20.2 will not apply.

21. Termination of Employment

- 21.1 The engagement of all employees other than casual employees shall be a weekly one, terminable by a week's notice in writing on either side, or payment or forfeiture of a week's wages in lieu thereof.
- 21.2 Casual employees may be terminated by the giving of one hour's notice in writing by either side, or payment or forfeiture of one hour's wages in lieu thereof.
- 21.3 Nothing in this Clause shall prevent the summary dismissal of an employee for serious misconduct as defined in Clause 22 of this agreement.

22. Dismissal

- 22.1 Any employee who commits an act of serious misconduct may be dismissed.
- 22.2 Notwithstanding the provisions of sub-clause 22.3 of this agreement, where the action committed is considered by the employer to constitute a possible action of misconduct, the employer may elect to suspend the employee on pay. In such case, the employee will be advised of the reasons for suspension. A suspension shall only apply where it is genuinely felt by the employer that:
- the employee's continued presence at work is an actual, or may pose a potential, threat to health and safety within the workplace; or
 - it is necessary to investigate the alleged act of serious misconduct.
- 22.3 For the purposes of this agreement, the following actions shall constitute serious misconduct for which an employee may be dismissed in accordance with the provisions of sub-clause 22.1 of this agreement or suspended in accordance with the provisions of sub-clause 22.2 of this agreement. Whether an employee is dismissed or suspended by the employer will depend on the circumstances involved and the seriousness of the action concerned. Please note that the actions listed as follows are not all inclusive and may also include any other action considered to be of like affect.

- 22.3.1 Refusal to obey any lawful order or to perform any work or walking off the job without good cause.
- 22.3.2 Reporting for work, or driving a company vehicle, while under the influence of alcohol, or any controlled drug as defined by the Misuse of Drugs Act 1975 or other drug likely to impair an employee's driving skills.
- 22.3.3 Bringing any alcohol or controlled drug on to the premises of the employer or to any work place under the control of the employer and or consuming same without the employers consent.
- 22.3.4 Actual or threatened violence against any person while at work.
- 22.3.5 Knowingly or willfully falsifying any employer records inclusive of time sheets.
- 22.3.6 Knowingly or willfully acting in a negligent manner which affects the quality of service of the employer or the safety of any person.
- 22.3.7 Theft as a servant, fraud or other similar offence involving dishonesty.
- 22.3.8 Willful damage, unauthorised removal or the unlawful possession of any property or plant belonging to the company or client, subcontractor or other employee.
- 22.3.9 Gambling at any place of work of the employer without the employer's consent.
- 22.3.10 Allowing any passenger to travel free of charge without the production of an authorised company bus pass or the non issue of tickets to fare paying passengers. Notwithstanding this provision an employee may use their discretion where a promise to pay is given e.g. a child who has lost a bus ticket or fare.
- 22.3.11 Receipt of commissions from gift shops, tourist resorts/attractions or eating houses without the consent of the employer.
- 22.3.12 Failure to maintain a current driver's license appropriate to the employee's work or as required by the employer.
- 22.3.13 Unauthorised use or irresponsible use of a company or customer's vehicle.

23. Discipline

- 23.1 Where an employee is not instantly dismissed but is otherwise disciplined by the employer for less serious misconduct or poor performance, the employer may firstly issue a written warning advising of the breach or poor performance

complained of and what is required to redress the problem. In such circumstances the employee shall have the right to a representative.

Normally the employee will have already been advised verbally of the required standard prior to commencing the formal disciplinary process.

- 23.2 Where any further misconduct or poor performance occurs, the employer may issue a final written warning to the employee advising of the breach complained of / poor performance, what is required to redress the problem and the likely consequence if such is not complied with. In such circumstances the employee shall have the right to a representative.
- 23.3 The foregoing procedure is not limited to repetitions of a similar form of offences, but may be applied to offences of clearly a dissimilar nature.
- 23.4 Where any third instance of a breach occurs, the employer may dismiss the employee and thereby terminate that employee's employment.
- 23.5 Only the employer, or such other person as may be authorised by the employer, shall have the authority to exercise any disciplinary action under the provisions of this Clause.
- 23.6 Where a complaint is received from a member of the public, the company shall request it to be provided in writing or make a record of it for the employee.

24. Abandonment of Employment

Where an employee absents themselves from work for a continuous period exceeding three working days without the consent of the employer or without notification to the employer, or without good cause, that employee shall be deemed to have abandoned their employment.

25. Health and Safety

- 25.1 The parties to this agreement are committed to the promotion of a healthy and safe workplace. Accordingly, the provisions of the Health and Safety at Work Act 2015 shall apply.
- 25.2 In order that the workplace, Plant and Equipment is safe at all times, the employer shall ensure:
 - 25.2.1 The workplace is maintained in a clean condition as necessary to avoid hazards.
 - 25.2.2 Provide for control of spills of substances.
 - 25.2.3 Provide for proper installation and maintenance of vehicles, tools, machinery and equipment.
 - 25.2.4 Provide adequate protective equipment where deemed necessary.
- 25.3 A selection of gumboots, wet weather gear and overalls will be supplied by the employer and antiseptic spray and disposal gloves will also be made available for the purposes of cleaning.

- 25.4 For the purpose of complying with the provisions of the Health and Safety at Work Act 2015, the existing health and safety committee shall be deemed an employee participation scheme.

26. General Conditions

- 26.1 An employee may, at any time, be required to undergo a medical examination by a medical practitioner nominated by the employer, in which case such examination shall be paid for by the employer.
- 26.2 Where employees are required to wear special uniforms these shall be provided by the employer. Such apparel shall remain the property of the employer and shall be replaced on a fair wear and tear basis only.
- 26.3 Adequate locker accommodation, dining facilities and proper sanitary provisions shall be provided by the employer.
- 26.4 Tea, coffee, milk and sugar shall be provided by the employer free of charge at any depot permanently staffed by the employer's staff.
- 26.5 The company policy is that smoking is prohibited in general work areas. Smoking is not permitted indoors in any buildings, offices, workshops or depots or in or near any buses, whether on the road or not. "Near a bus" means sufficiently close to the bus that the smoke is entering the bus or affecting boarding passengers.
- 26.6 Employees are not to engage in other work which may adversely affect the employer's business either on their own account or for another employer except with the written agreement of the employer. Specifically, employees must not carry out work for customers of the company in their own time for their own gain, or use company premises or equipment for private jobs without the prior approval of management.

27. Certificate of Service

An employee on leaving or being discharged from employment shall, on request, be supplied with a written certificate of service as soon as possible, which certificate shall state the position held and length of service.

28. Procedures for Settlement of Personal Grievances and Disputes

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

- 28.1 For the purposes of this agreement the following definitions will apply:

28.1.1 An "employment relationship" problem includes:

- (a) A personal grievance
- (b) A dispute
- (c) 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.

28.1.2 A "personal grievance" means a claim that an employee:

- (a) Has been unjustifiably dismissed
- (b) Has had their employment, or their conditions of employment affected to their disadvantage by some unjustifiable action by the employer.
- (c) Has been discriminated against in their employment.
- (d) Has been sexually harassed in their employment.
- (e) Has been racially harassed in their employment.
- (f) Has been subject to duress in relationship 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 2000. Employees who believe they have a personal grievance should seek the advice of the relevant union by approaching their delegate or organiser first.

28.1.3 A "dispute" is a disagreement over the interpretation or application of an employment agreement.

28.2 Raising Employment Relationship Problems

28.2.1 An employment relationship problem should be raised and discussed with the employee's supervisor or manager as soon as possible.

28.2.2 The employee is entitled to seek advice and assistance from their union representative in raising and discussing the problem.

28.2.3 The employee, employer and union will endeavour in good faith to resolve the problem without the need for further intervention.

28.3 Time limit on raising a Personal Grievance

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

28.4 Mediation

28.4.1 If the problem, is not resolved by discussion, any party may, without undue delay, seek assistance of the mediation services provided by the Ministry of Business, Innovation and Employment.

28.4.2 All parties must co-operate in good faith with the Mediator in a further effort to resolve the problem.

28.4.3 Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties positions.

28.4.4 Any settlement of the problem signed by the mediator will be final and binding.

28.5 Employment Relations Authority

If a 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. The Union can advise and assist further on these procedures.

29. Redundancy

29.1 Where an employee's position is made redundant, the employee shall be entitled to notice of termination of employment as prescribed in Clause 21 of this agreement or pay in lieu of, but shall not be entitled under any circumstances to any other payment whether by way of damages, compensation or otherwise on account of the redundancy, in accordance with sub clause 12.1 of this agreement.

29.2 With a view to protecting employees bound by this collective agreement from being disadvantaged in the event of the work undertaken being contracted out or the business or part of the employer's business is sold or transferred to another organisation, the employer will endeavour to take all practical steps that are available to it.

In meeting this obligation the employer shall act in good faith at all times and shall consult with union representatives and employees affected. Options that will be considered are:

- Redeployment within the organisation
- Transfer to the new employer
- Negotiation with the new employer on future terms of employment

29.3 Employee Protection Provision

Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:

- (a) If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employee employment on the same or similar terms and conditions and recognising service as continuous. The employee will be advised of timeframes for such negotiation and/or for the acceptance of any offer of employment and/or of any application process, in a timely manner.
- (b) The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in terms of sub clause (a) above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation, whether or not the employee chooses to accept the offer of employment. The employee will be entitled to notice of termination of employment with the employer in accordance with this agreement.
- (c) In the event that the contractor/service provider is not prepared to

offer the employee employment in terms of sub clause (a) above, or offers employment on lesser terms and conditions and/or without recognition of the employee's service, the employee will receive notice of termination in accordance with this agreement.

- (d) The provisions contained in this clause shall not apply where the employer is in receivership or in liquidation.

30. Confidentiality

30.1 For strict commercial purposes, all employees party to this agreement shall not, during the period of their employment, or at any time thereafter, disclose, publish or in any way disseminate any confidential company policy or other information whatsoever to any authority, person or other identity, except with the written permission of the employer and furthermore shall also use their best endeavours to prevent the disclosure, publication or dissemination of such policy or information by any third party.

30.2 An employee shall, upon the termination of their employment, immediately deliver up to the employer all correspondence, documents, papers, property and any other thing belonging to the employer which may have been prepared by the employee or which may have come into that employee's possession in the course of their employment and shall not retain any copies thereof.

31. Copy of Agreement

A copy of this agreement shall be kept at all times in a conspicuous place on the employer's premises so that it can be easily accessible and available by any employee who is a party to it. Upon request, the employer shall provide to an employee, bound by this agreement, a copy of it as soon as possible.

32. Right of Access

The employer bound by this agreement shall permit the Secretary or other authorised officer of the union party to this agreement to enter at all reasonable times upon the employer's premises and there interview any workers but not so as to interfere unreasonably with the employer's business.

33. Stop-work Meeting

During the term of this agreement workers shall, in accordance with the provisions of Section 26 of the Employment Relations Act 2000, be entitled to two (2) union meetings per annum that have been authorized by the Secretary of the union (each meeting being of two hours duration only) without loss of ordinary pay.

33.1 The Union shall give to the employer fourteen days notice of meetings. Adequate staff shall be available to maintain the operation of the business during the course of the meeting.

33.2 Work shall resume as soon as practical after the meeting.

33.3 On production of evidence of attendance only workers attending the meeting shall be entitled to payment.

34. Deduction of Workers Membership Subscriptions

With the written authority of the worker the employer shall deduct any monies due to the union for all members covered by this agreement. Such deductions shall be remitted by the employer on a monthly basis to the relevant union.

35. Union Delegates

The employer shall give recognition to a worker who is elected by the workers and endorsed by the union as job delegate. Notice of such appointment shall be given to the employer in writing by the union.

36. Term

This contract shall come into force on 15 June 2018 and shall continue in force until 14 June 2021.

37. Party Signatories

Signed: _____

Ian Turner
Chief Executive Officer
Mana Coach Services Limited
For the Employer

Date: _____

Signed: _____

K O'Sullivan
Secretary
New Zealand Tramways & Public Passenger Transport
Employees Union, Wellington
For the Employees

Date: 14 MAY 2018

Addendum

This Addendum forms part of (and is to be read in conjunction with) this collective employment agreement and will only apply to those employees specifically named herein and not to any other employee.

The terms and conditions of employment set out in this collective employment agreement for fulltime and part-time employees of Mana Coach Services who –

- are specifically named herein; and
- are covered by the provisions of Clause 2 of this collective employment agreement; and
- were a member of the union party to this agreement as at 3 October 2007

are hereby modified as follows:

Wages

Subject to the provisions described under the heading Cessation as set out in this Addendum, the hourly wage rates and effective dates of payment prescribed in sub-clause 12.1 of this collective employment agreement do not apply and instead are replaced with the following:

- **\$21.02** for each hour worked effective from **15 June 2018**
- Hourly rate to increase on **15 June 2019**, by the current annual CPI rate published as at that date or 1.5%, whichever is the higher
- Hourly rate to further increase on **15 June 2020** by the current annual CPI rate published as at that date or 1.5%, whichever is the higher

It is further recognised that the rates prescribed in this Addendum take into account the agreement of the parties of the costs associated with the provision of the additional week of annual leave as set out in the Annual Holidays provision described below.

The remaining provisions of Clause 12.1 of this agreement shall otherwise apply according to their tenor.

Annual Holidays

The provisions of Clause 14 of this collective employment agreement do not apply and instead are replaced with the following:

- 14.1 Upon the completion of each year of continuous service with the employer, four weeks annual holidays shall be allowed in accordance with the Holidays Act 2003 and its amendments, to be paid on a pro rata basis if the employee is part-time.
- 14.2 Upon the completion of 5 years' current continuous service with the employer, a fifth week of annual leave shall be allowed for the sixth and subsequent years additional to that provided in sub-clause 14.1 of this Addendum.
- 14.3 By mutual agreement the fifth weeks' holiday may be paid out in full in lieu of actually taking this entitlement.
- 14.4 Unpaid leave may be approved in special circumstances but solely at the employer's discretion.

- 14.5 Upon completion of 120 overnight trips away per calendar year from their residence, an employee shall be granted one additional weeks leave. Such leave shall be taken as determined by the employer.
- 14.6 The employer may require an employee to take annual holidays. 14 day's notice of the requirement to take annual holidays shall be given by the employer where agreement is unable to be reached as to when annual holidays will be taken.

It is recognised and accepted by the parties to this collective employment agreement that the modifications set out in this Addendum have been entered into in good faith and that those specifically named herein have elected of their own free will to be so covered.

Cessation

Subject to the provisions of the Employment Relations Act 2000, the provisions of this Addendum cease to apply where a named employee herein -

1. resigns as a member of the union; or
2. elects of their own free will to discontinue being covered by the provisions of this Addendum and advises Mana Coach Services in writing accordingly; or
3. is no longer an employee of Mana Coach Services for whatever reason.

The provisions prescribed in Clauses 12 and 14 of this collective employment agreement will apply where 1 or 2 above arise.

List of Employees Covered by this Addendum

HIGGS	Garry
McAUSLAN	Robert
PUA	Manu
REMIHANA	Cedric