

**Tranzurban Hutt Valley Limited**

**And**

**New Zealand Tramways and  
Public Transport Employees Union Inc**

**Collective Agreement**

**1 April 2020 to 30 June 2021**

## Contents

1.	PARTIES AND TERMS OF AGREEMENT: .....	4
2.	COVERAGE .....	4
3.	TERM .....	4
4.	COMPLETENESS/ VARIATION .....	4
5.	PROBATIONARY PERIOD .....	4
6.	POSITION: .....	5
7.	LOCATION .....	6
8.	DAYS AND HOURS OF WORK .....	6
	Roster .....	6
	Shift .....	6
9.	PAYMENT .....	7
10.	EMPLOYEES CLOTHING .....	8
11.	MEAL BREAKS AND REST PERIOD .....	8
12.	HOLIDAYS AND OTHER LEAVE .....	9
	<i>Public Holidays</i> .....	9
	<i>Annual Leave</i> .....	9
	<i>Sick Leave</i> .....	9
	<i>Bereavement Leave</i> .....	10
	<i>Domestic Violence Leave</i> .....	10
13.	JURY SERVICE/WITNESS LEAVE .....	11
14.	HEALTH AND SAFETY .....	11
15.	MEDICAL EXAMINATION .....	12
16.	TERMINATION OF EMPLOYMENT .....	12
18.	REDUNDANCY .....	13
	<i>Employee Protection Provision</i> .....	13
19.	NOTIFICATION OF ABSENCE AND ABANDONMENT OF EMPLOYMENT .....	14
20.	USE OF SURVEILLANCE CAMERAS .....	14
21.	PARENTAL LEAVE .....	14
22.	RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS .....	14
	Tell us first! .....	14
	Mediation Services .....	14
	Employment Relations Authority .....	15
	Representation .....	15
	Personal Grievances .....	15
23.	CONFIDENTIALITY .....	15
24.	NO COMPETITION .....	15

25.	COMPANY'S RULES .....	16
26.	UNION ACCESS.....	16
28.	EMPLOYMENT RELATIONS EDUCATION LEAVE .....	16
29.	UNION DELEGATES .....	16
30.	UNION FEES.....	16
31.	SIGNATURES.....	17
SCHEDULE 1 .....		18
	ALLOWANCES.....	18

**1. PARTIES AND TERMS OF AGREEMENT:**

This Collective agreement is made pursuant to the Employment Relations Act 2000. The parties to this agreement are:

Tranzurban Hutt Valley Ltd. ("the Company" or "we")

and

New Zealand Tramways and Public Transport Employees Union Inc. ("the Union")

**Statement of Intent**

The parties acknowledge their obligations to be active and constructive in maintaining a productive employment relationship and among other things, are responsive and communicative.

**2. COVERAGE**

This agreement covers all part-time and full-time employees of the Company, who are members of the Union and who are employed as bus drivers.

**3. TERM**

3.1 This agreement shall come into force on 1 April 2020 and shall continue until it expires on 30 June 2021.

3.2 The employee's employment is for a fixed term period expiring on Sunday 18 July 2027, unless otherwise terminated or varied in the terms and provisions of this agreement.

3.3 The reason for the fixed term is that the Company's contract with the Greater Wellington Regional Council will expire on this date.

**4. COMPLETENESS/ VARIATION**

4.1 Both parties agree that all terms of employment are contained in this agreement and within any documentation referred to in this agreement and that no other terms, apart from those implied at law, form part of the agreement.

4.2 Both parties agree that this agreement may be varied by mutual agreement subject to both parties ratification process.

**5. PROBATIONARY PERIOD**

5.1 A review of employment may be undertaken at or about the end of the first 3 months of an employee's employment ("the probationary period") with the object of enabling the Company to assess whether they are likely to be a satisfactory appointment to the permanent staff.

- 5.2 During the probationary period the Company will inform the employee of any shortcomings with a view to helping them to improve and, where necessary, written warnings of such shortcomings will be issued.
- 5.3 If the Company concludes that the employee is unlikely to be satisfactory, the Company will give the employee the opportunity to respond to such concerns.
- 5.4 After considering any response that the employee may wish to make, the Company may:
  - 5.4.1 confirm the employee's appointment to the permanent staff; or
  - 5.4.2 extend the probationary period for such further period as the Company considers necessary to enable a further assessment of the employee to be made in which event the Company will inform the employee of the reasons for the extension; or
  - 5.4.3 (subject to having first issued a final written warning) terminate the employee on giving the employee notice, being not less than 2 weeks, as the Company may in the circumstances decide.
- 5.5 If the Company decides to extend the probationary period, the Company may reassign the employee to different duties for which the employee is, or appears to be, better suited.
- 5.6 In assessing whether the employee is likely to be a satisfactory appointment to the permanent staff the Company may take into account such matters as the Company sees fit, irrespective of whether or not any such matter amounts to misconduct on the part of an employee.
- 5.7 Nothing in this clause shall prevent the Company from terminating the employment summarily for serious misconduct at any time within the probationary period.

**6. POSITION: DRIVER – URBAN/SCHOOL BUS**

- 6.1 An employee covered by this agreement shall perform the duties as outlined in Schedule 1 of this agreement.
- 6.2 In addition to those duties, the employees shall carry out any other reasonable duty to assist the Company in any area of the business.
- 6.3 All duties will be undertaken diligently and to the best of an employee's ability.
- 6.4 Those employees covered by this agreement declare that they will obtain or hold the required drivers' licence/s and endorsement to perform the duties required by this agreement. An employee is required to notify the Company immediately if they should lose the appropriate licence, endorsement or if any restrictions or conditions should be imposed.
- 6.5 An employee gives their consent for the Company to load their licence details into the NZTA TORO Driver Check database. The Company undertakes to treat this information as strictly confidential between an employee and the Company.
- 6.6 It is acknowledged that an employee is subject to a 3 yearly Risk Assessment and Police Vetting process in accordance with the Risk Assessment requirements outlined in the Vulnerable Children Act. Failure to pass the required assessment, or to provide the required documentation, will result in any offer of employment being withdrawn or summary dismissal. Similarly, should an employee be convicted of any crime or be implicated in action that would impact a Risk Assessment of that employee at any time between the 3 yearly assessments, this would be grounds for summary dismissal.

- 6.7 Should an employee fail to obtain or hold the required licence or endorsement, this will be grounds for summary termination of employment.
- 6.8 Should an employees required licence or endorsement be temporarily suspended by an external party making that employee unable to complete their duties, that employees' position will be held for a period of 1 month, or until the licence or endorsement has been reinstated, whichever is the lesser of the two. During this time, that employee be able to use their annual leave entitlement, otherwise it will be deemed as leave without pay.

## **7. LOCATION**

- 7.1 The employee will be allocated an agreed home depot, but their duties may require them to work anywhere in the Wellington Region on urban, school run or charter work.
- 7.2 Where the employee has been requested by the Company to work from an alternative depot, the Company will either:
- 7.2.1 Transport the employee; or
  - 7.2.2 Provide a vehicle for the employees use; or
  - 7.2.3 Request that the employee take their private vehicle in which case the Company will reimburse the employee in accordance with Schedule 2.

In any case the employee will be paid for the travel time from their home depot to the alternative depot, or from the employees' normal place of residence to the alternative depot, whichever is the lesser of the two.

## **8. DAYS AND HOURS OF WORK**

### **Roster**

A plan outlining the employee's shifts to be worked, including days and hours of work and rostered days off.

### **Shift**

A workplan for the day detailing duties to be completed. An employee may be allocated multiple shifts during a workday. A shift may include multiple work periods.

- 8.1 This agreement acknowledges the requirements of a scheduled and semi scheduled bus driving operation and that the roster will be set over seven days per week with the starting and finishing times being determined by the company in accordance with operational requirements
- 8.2 The minimum hours to be worked by a full-time employee will be 80 hours per fortnight; and may be worked on any day of the week (including weekends) as outlined in the roster. The Company will endeavour to schedule the minimum hours, referred to above, over a maximum of 10 days within the employee's fortnightly pay period.
- 8.3 The minimum hours to be worked by a part-time employee will be 20 hours per fortnight; and may be worked on any day of the week (including weekends) as outlined in the roster.
- 8.4 Leave without pay will be deducted from the minimum fortnightly hours above.
- 8.5 The Company will be responsible for the development and daily operation of the roster and shifts ensuring it meets Company and legal requirements.
- 8.6 The Company will use their best endeavours to provide the employee with their roster covering their minimum hours, 14 days in advance. Any additional days or hours of work, or any variations to this 14-days in advance roster, shall only be worked by mutual agreement between the Company and the employee.

- 8.7 In an emergency (i.e. an urgent situation) rostered duties may be altered on one day's notice, provided that the alterations shall not change the type of shift (early, late or day) unless otherwise agreed with the employee.
- 8.8 All duties including reporting and responding to general enquiries should be completed during the rostered shift hours. However, if there is insufficient time allocated, additional time can be allocated with pre-approval from operations or management.
- 8.9 This agreement acknowledges that the roster rotates and the requirement of the employee to be available for work is set by the roster. Subject to the agreement of the Company, an employee may arrange a mutually agreeable shift exchange, with another employee, subject to business needs being met and no additional cost being incurred by the company.
- 8.10 There may be times when the employee may advise the Company that they are not able to fully complete their rostered hours due to circumstances outside of their control. Should this occur, if sick leave does not apply to the absence, that time will be treated as leave without pay, and deducted from the guaranteed minimum hours. The Company reserves the right to agree or decline an employee's request to use annual leave entitlement, in accordance with the Company's leave guidelines.

## 9. PAYMENT

- 9.1 The Company agrees to pay the employee the following hourly rate for all hours worked, except as provided in the Public Holidays clause.
- 9.1.1 \$20.55 While training or working in alternative duties before the required licences or endorsements are obtained; this rate will be reviewed after three months.
- 9.1.2 \$22.04 Driving Rate.
- 9.2 The Company agrees to pay the employee the following hourly rate for all hours worked on a Night Rider service run as defined by the roster.
- 9.2.1 \$31.93 Night Rider Rate.
- 9.3 Tranzurban Hutt Valley review wage rates and allowances for all employees on an annual basis. As part of the 2020 Tranzurban wage review process the union party to this CA shall be invited to contribute to the review by providing information on the factors the union considers the employer should take into account. The union submission shall be provided to the employer no later than 15 May 2020. Should the employer determine to increase wage rates the effective date of any increase shall be no later than 30 June 2020 and shall adjust the minimum rates in this agreement, and adjust paid rates as the employer decides.
- 9.4 Payment will be made fortnightly in arrears. As required by law, the Company will deduct all PAYE and other legally required deductions.
- 9.5 The Company shall pay the allowances as outlined in schedule 2 of this agreement.
- 9.6 Subject to the Section 5 and 6 of the Wage Protection Act, the company may deduct from any monies owing to an employee on termination of employment, or at any other time, any sum which they may owe, or in the event of an overpayment of wages by the company to the employee.

9.7 The Company agrees to pay for the initial costs associated with the employee obtaining (at the Company's request) the required licence and/ or P Endorsement, except for their time which will be unpaid while they undertake the required training and tests in relation to that licence. It will be at the Company's discretion:

- 9.7.1 the length of time the employee will be required to train with their team before sitting a licence test, and;
- 9.7.2 whether or not they are likely to pass the licence test, and if not, the Company may terminate their employment at this time in accordance with clause 6.7, and;
- 9.7.3 whether the employee is permitted to re-sit a failed licence test (at their own expense) and continue with their employment.

It is agreed that:

9.7.4 If the employment is terminated by either party within two (2) years of the employees' commencement, the employee will reimburse the Company the cost of training for and obtaining their licence and/or P Endorsement on a pro-rata basis.

For example: If terminated after 6 months the refund will be  $\frac{3}{4}$  of the initial cost, if terminated after 12 months the refund will be  $\frac{1}{2}$ , and if terminated after 18 months the refund will be  $\frac{1}{4}$ .

9.8 The employee will be responsible for the payment of any speeding or other traffic infringement or fine they may incur during the course of duty.

## 10. EMPLOYEES CLOTHING

- 10.1 On commencement the employee will be issued with a uniform which must be worn at all times in accordance with uniform guidelines when on duty.
- 10.2 The employee is responsible for keeping the uniform clean and tidy. The Company will replace articles of the uniform on a fair wear and tear basis at its discretion.
- 10.3 The employee agrees to return any items of the uniform that require replacement, or on termination of their employment, or at such other times that the Company may request.

## 11. MEAL BREAKS AND REST PERIOD

- 11.1 Rest and meal breaks will be scheduled in accordance with the employee's entitlement within relevant legislation. The employee agrees to take their rest and meal breaks at the times scheduled within their work period as set out in the shifts provided to the employee by the Company. In providing agreement the employee recognises that:
  - 11.1.1 Break times will change from shift to shift. The Company will endeavour to schedule breaks at regular portions throughout each shift or work period; however; the timing of breaks will be subject to any industry principles that the company has accepted, following facilitated meetings commissioned by NZTA. Where this is not possible, breaks may be scheduled at the outset or at the end of a work period as the operational requirements of a scheduled and semi-scheduled bus driving operation allows,
- 11.2 The Company will provide tea, coffee, milk and sugar at all Tranzurban depots. Where the employee is required to have a break away from the depot, provisions will be supplied.
- 11.3 If an unpaid meal break is required to be taken away from the employee's home depot, the employee will be paid a meal allowance in accordance with Schedule 2.



## 12. HOLIDAYS AND OTHER LEAVE

The following provisions meet or exceed the requirements of, and are inclusive of, the provisions in the Holidays Act 2003 (as amended or replaced).

Unless otherwise agreed, leave will be paid in the pay cycle it relates too.

### *Public Holidays*

12.1 In addition to annual leave the employee is entitled to 11 public holidays per year. If those days fall on what would normally be a working day for the employee and they are not required to work on that day, they will be paid for those days in accordance with the Holidays Act 2003.

The public holidays are: New Year's Day, 2nd January, Anniversary of the Province, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Birthday of the Reigning Sovereign, Labour Day, Christmas Day and Boxing Day.

12.2 It is acknowledged that the employee may be required to work on a public holiday. If this should occur, the employee will be paid their ordinary rate for all hours worked plus half that amount again and they will be entitled to an alternative holiday.

12.3 The alternative holiday is to be taken at mutually agreed times and will be paid at the rate the employee would have received had they worked on the day it was taken. It is agreed that where the Company is unable to determine the hours of that day, a formula based on the employee's average days worked over the previous 52 weeks, will be applied to determine a fair rate.

12.4 Alternate Leave is expected to be taken within one year of it becoming an entitlement and in accordance with Company guidelines. Written approval must be obtained if the employee wishes to carry over more than 5 days alternate leave.

12.5 The employee will not be required to work on a Public Holiday unless given expressed permission either in writing or via the roster.

### *Annual Leave*

12.6 After 12 months continuous service the employee will be entitled to 4 weeks annual leave and shall be administered in accordance with the Holidays Act.

12.7 Annual leave is expected to be taken within one year of it becoming an entitlement and in accordance with Company guidelines. Written approval must be obtained to carry over more than 25 days annual leave.

12.8 Annual holidays shall be paid at the employee's ordinary weekly pay, as assessed at the beginning of the holiday, or the employee's average weekly earnings for the 12 months immediately before the end of the last pay period before the annual holiday, whichever is greater.

### *Sick Leave*

12.9 After six months continuous service the employee will be entitled to five days sick leave, in accordance with the provisions of the Holidays Act 2003 (as amended or replaced). The employee may accumulate sick leave from one year to the next to a total of not more than fifteen days.

12.10 The employee may also use sick leave if they are required to provide care for another person who depends on them for their care, and who is sick or injured.

12.11 The Company may request a medical certificate to be supplied if the employee is absent due to sickness or injury for two or more consecutive days. The Company may request a medical certificate for absences less than two consecutive days if the employee is advised as early as possible, and the Company will meet the reasonable cost of obtaining that certificate.

#### *Bereavement Leave*

12.12 After six months continuous service the employee will be entitled to paid bereavement leave in accordance with the provisions of the Holidays Act (as amended or replaced) as follows:

12.12.1 Three days' bereavement leave on the death of either spouse, parent, child, brother or sister, grandparent, grandchild or spouse's parent; and

12.12.2 One day's bereavement leave for the death of any other person if the Company accept that the employee has suffered a bereavement as a result of the death, has a responsibility for any of the arrangements for the ceremonies or any cultural responsibilities in relation to the death.

Note: "Spouse" is defined as being the person with whom they live in a relationship with in the nature of marriage, or your wife or husband.

12.13 It is agreed that at times it may be appropriate to use another form of leave (such as leave without pay or alternative holidays owed) instead of, or to "top up" a bereavement leave entitlement. For example, when an extended leave period is required due to responsibilities falling on the employee on the death of the person, or travel requirements, or on occasions when the Company may approve leave for the employee to attend a funeral where the Company does not accept that the employee has suffered a bereavement, in order to support another person who has suffered a bereavement. Such leave will be considered on a case by case basis and will be approved at the Company's sole discretion. Such leave would normally be taken as leave without pay, unless another form of leave entitlement is available and agreed between the parties.

12.14 In regards to any claim for bereavement leave, there may be times, at the Company's discretion, where the Company will require the employee to furnish satisfactory proof of the death of the person and their relationship to the employee. If the employee is unable to provide satisfactory proof of the bereavement it could result in the leave being unpaid, and any payment initially made recovered from subsequent wage payments. Where the Company has reason to believe an unauthorised absence has occurred (e.g. a false reason given for an absence) disciplinary action may result.

#### *Domestic Violence Leave*

12.15 After six months continuous service, the employee will be entitled to 10 days Domestic Violence leave in each 12 months of employment in accordance with the provisions of the Holidays Act (as amended or replaced).

12.16 The employee must notify the Company of their intention to take Domestic Violence leave as early as possible.

12.17 The Company may require proof that the employee is affected by domestic violence.

12.18 The Company will pay the employee their relevant daily pay or average daily pay for each day of Domestic Violence leave taken by the employee that would otherwise be a working day for them.

**13. JURY SERVICE/WITNESS LEAVE**

- 13.1 If the employee is obliged to undertake jury service or are subpoenaed as a witness, the Company will pay the employee for each full day of absence for the first three days of such absence an amount equal to the employee's usual daily rate for the day in question, provided:
- 13.1.1 The employee returns to work immediately on any day the employee is not actively serving on a jury or required as a witness; and
- 13.1.2 The employee produces the court expense voucher and pays to the Company any amount (excluding travel allowance) paid by the court to the employee for these three days.
- 13.2 After three days absence due to jury service or witness duties the employee will not be paid for any additional days.
- 13.3 Should the jury service or witness requirements occur when the employee is on unpaid leave, the employee will not be paid and will be entitled to retain all Juror's or Witness fees and expenses paid by the court.

**14. HEALTH AND SAFETY**

- 14.1 The employee agrees to at all times adhere to the Company Health and Safety Policy, procedures and processes.
- 14.2 The employee agrees to take all practicable steps to ensure their safety and the safety of any other person while operating a motor vehicle and/or in any place of work (wherever that may be from time to time).
- 14.3 It is agreed that the employee will comply at all times with any legal requirements with regard to health and safety including the Health and Safety at Work Act 2015 (as amended or replaced).
- 14.4 For the employee's safety the employee agrees to, at all times abide by any safety procedure including the safe use of all equipment and wear the appropriate and provided Personal Protective Equipment.
- 14.5 The employee agrees to report as soon as possible after the accident or incident occurs and no later than the end of the employees shift, all accidents, incidents and near misses of injuries that occur in the course of the employee completing their duties and in accordance with Company process. If the employee fails to report the aforementioned within the required time frame, the Company may dispute any subsequent work-related accident compensation arising out of any injury.
- 14.6 The employee agrees to participate in random, reasonable cause, or post-event drug or alcohol testing should the Company deem this necessary and in accordance with the companies Drug and Alcohol Policy.
- 14.7 The employee will report any hazards and safety issues to the Company at the employee's earliest opportunity, so that such hazards may be minimised or eliminated as soon as possible, as required by the Health and Safety at Work Act 2015.

## **15. MEDICAL EXAMINATION**

- 15.1 If the Company has reasonable grounds for concerns about the employee's ability to ensure their safety and/or the safety of any other person while undertaking the employee's duties under this agreement the Company may require the employee to consent to undergo a medical examination by a medical practitioner and in accordance with the Health and Wellness Policy. This may be required as a "second opinion" should the Company continue to have safety concerns after the employee has provided a report from another medical practitioner.
- 15.2 If the employee refuses to undergo a medical examination in accordance with the above clause, the Company may suspend the employee on pay for up to 5 days ("the Suspension Period").
- 15.3 If at the end of the Suspension Period the employee continues to refuse to undergo a medical examination and the Company still has concerns held on reasonable grounds about the employee's ability to ensure their safety or the safety of others while performing their duties, then the Company may continue the suspension but without pay until the employee completes the medical examination. If the employee's refusal continues for 4 weeks or longer, the employee's employment may be terminated.
- 15.4 If the medical examination is required as a second opinion, the Company agrees to directly pay for, or reimburse the employee, the cost of that medical examination in accordance with the Health and Wellness policy.

## **16. TERMINATION OF EMPLOYMENT**

- 16.1 The employee agrees to give a minimum of two weeks' notice of termination of their employment. Should the appropriate notice not be given by the employee, the wages for the remainder of the notice period may be forfeited, and a deduction from remaining wages and holiday pay to the value of the gross wages payable for the forfeited notice period may be made.
- 16.2 The Company agrees to give two weeks' notice of termination of the employee's employment (except where summary dismissal applies). The Company may elect to pay in lieu of the notice period being worked.

## **17. DISMISSAL FOR CAUSE**

- 17.1 The employee's employment may be terminated without notice in the event of serious misconduct which includes, but is not limited to:
- 17.1.1 dishonesty in any way associated with work; or
  - 17.1.2 disclosure of any confidential information; or
  - 17.1.3 any serious or significant breach of the implied duty of fidelity, including unauthorised absences,
  - 17.1.4 the matters listed in the House Rules as Serious Misconduct.
- 17.2 The employee will be given the opportunity to explain themselves before any disciplinary action (other than suspension) is decided.
- 17.3 In circumstances of alleged serious misconduct, the Company may suspend the employee on pay while an investigation of the circumstances surrounding the allegation is carried out. The employee will be given the opportunity to give their input before the suspension is finalised. If the employee does not attend an investigation meeting within a reasonable time period, this will result in the on-going suspension being without pay.

17.4 Should the employee continue to make themselves unavailable for an investigation meeting or interview, the Company may notify the employee of their provisional decision, based on the information the Company has available. The employee will then be given 7 days within which to make representations to the Company for consideration, before a final decision is reached and then communicated to the employee.

## 18. REDUNDANCY

18.1 Where the employee's position becomes surplus to requirements due to: closure of the business, termination of the Company's contract for which the employee's services are required, natural disaster or financial difficulties in the business, the employee will be given not less than four weeks' notice of redundancy, inclusive of the notice period stated in clause 11 above.

18.2 All redundancy terms and conditions are contained in this agreement and are not covered under any other employment documents.

18.3 Subject to the provisions of the Employment Protection clauses below, no redundancy compensation payment will be made to the employee.

18.4 Subject to clause 13.1, all things being equal, the Company will observe the principle of "last on, first out" when selecting employees to be made redundant.

18.5 It is recognised that the Company's need to maintain an efficient workforce and an efficient operation will be taken into consideration in the selection of employees to be made redundant. It is also accepted that employees may be selected on a departmental or sectional basis.

### *Employee Protection Provision*

18.6 In the event that the Company restructures the business, as defined in the Employment Relations Act 2004 (No 2) 2004, being the sale, transfer, or contracting out of all or part of the business that may result in a change of employment, the Company will;

18.6.1 As soon as possible, taking into account the commercial requirements of the business in such circumstances, the Company will commence negotiations with the potential employer concerning the impact of the restructuring on the employees and agree on how those negotiations will be conducted,

18.6.2 Negotiate with the potential new employer regarding;

18.6.2.1 whether or not it proposes to offer employment to the employees

18.6.2.2 if so, the terms and conditions on which it proposes to offer employment to the employees and

18.6.2.3 the proposed date for commencement of employment with the potential new employer

18.6.3 If for any reason all or some of the employees are not employed by the potential new employer, or for whatever reason, employment will be terminated in accordance with the terms set out in this agreement.

## 19. NOTIFICATION OF ABSENCE AND ABANDONMENT OF EMPLOYMENT

- 19.1 If the employee is prevented by accident or ill health from working, if practicable, the employee must notify the Company as soon as possible but in any event no later than 1 hour before the employees rostered start time on that day/shift.
- 19.2 If the employee is absent from work for a continuous period of two days on which the employee would normally be at work, without notification to the Company or without having just cause, the employee may be deemed to have terminated this agreement. The Company will take reasonable steps to contact the employee during this time.
- 19.3 Where it can be shown that the employee was unable to contact the Company (and unable to request another person to do so on their behalf) such as hospitalisation in a state where the employee is unable to make a phone call, or to ask another person to do so, the decision to dismiss will be reviewed provided no other offer of employment has been made and accepted, to replace the employee.

## 20. USE OF SURVEILLANCE CAMERAS

- 20.1 The employee is aware that they may be monitored by surveillance cameras while working for the Company in accordance with Surveillance in the Workplace Policy. Surveillance cameras may include audible recording and may be used to investigate losses, as a deterrent, or for safety and security reasons. Cameras may be concealed or in plain view. The Company's vehicles will also be fitted with a vehicle monitoring system that can be used as a training tool. The employee consents to collection of information this way. The Company agrees to abide by the provisions of the Privacy Act 1993 (as amended or replaced) when collecting and storing such information.

## 21. PARENTAL LEAVE

- 21.1 Parental Leave will be allowed in accordance with the Parental Leave and Employment Protection Act 1987 (as amended or replaced).

## 22. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

- 22.1 Employment relationship problems include such things as personal grievances, disputes about the interpretation, application or operation of this agreement, claims of unpaid wages, allowances or holiday pay. They exclude issues around attempting to fix new terms and conditions.

### **Tell us first!**

If the employee thinks they have a problem in their employment, then the employee must let their Manager and/ or the HR Manager know immediately, so the Company can try and resolve it with the employee then and there.

In some cases, there is a time limit on when the employee has to do this – see "Personal Grievances".

### **Mediation Services**

If the employee doesn't feel happy with the Company's response, then the employee can contact Mediation Services for free assistance. Their number is in the Phone Book under "Ministry of Business, Innovation and Employment". The mediator will try to help the employee and the Company resolve the problem but won't make a decision as to who is right or wrong unless both parties want this.

### **Employment Relations Authority**

If the employee's problem is still not resolved to their satisfaction, then the employee can apply to the Employment Relations Authority for assistance. This is a more formal step to take, and the employee might want to have someone representing them. The Authority member will investigate the problem and will make a decision. This decision can be appealed by either the employee or the Company to the Employment Court and then to the Court of Appeal.

### **Representation**

At any stage, the employee is entitled to have a representative or union official working on their behalf, and the Company will work with the employee and that person to try to resolve the problem. The Company can also choose to have a representative working on their behalf.

### **Personal Grievances**

If the employee feels that they have grounds for raising a personal grievance with the Company, then the employee must do so within 90 days of the action occurring, or the grievance coming to the employees notice. Otherwise, the employees claim may be out of time.

The employee must raise any grievance with their Manager or the HR Manager so that the Company knows what the grievance is about. The employee can either tell the Company or put their grievance in writing. The Company can then respond to the employees claim.

## **23. CONFIDENTIALITY**

- 23.1 As part of the employee's duties, the employee may obtain, or have access to, confidential information concerning the Company. Under no circumstances is any use to be made of this information except for purposes directly relating to the Company's business and where express permission has been granted.
- 23.2 This duty of confidentiality remains after termination of employment.

## **24. NO COMPETITION**

- 24.1 The employee must devote their time, attendance and attention during working hours to their duties.
- 24.2 All work hours of the employee must comply with legal work time regulations under the Land Transport Act (as amended or replaced).
- 24.3 The employee must inform the Company if they are likely to exceed their legal work time hours.
- 24.4 The employee will not engage in any alternative employment, business or other activity (without informing the company in writing by email to [hr@tranzurban.co.nz](mailto:hr@tranzurban.co.nz)) which may affect the employee's ability to comply with legal work time regulations under the Land Transport Act.
- 24.5 All work hours from alternative employment, business or other activity, must comply with legal work time regulations under the Land Transport Act and must not affect the employee's availability to their rostered hours.
- 24.6 All work hours from alternative employment, business or other activity must be recorded correctly in an approved logbook and a copy provided to the Company on request.
- 24.7 The following will be deemed serious misconduct:
- 24.7.1 Failure to comply with legal work time regulations in accordance with 24.2 and 24.5.
- 24.7.2 Failure to inform the company in accordance with 24.4.

24.7.3 Failure to maintain and produce on request accurate logbook entries in accordance with 24.6.

**25. COMPANY'S RULES**

25.1 The Company may from time to time establish policies, procedures, rules and codes of practice relating to the operation of the business and the employees conduct. Such documents (including the House Rules in Schedule 3) form part of the employee's obligations and must be complied with.

25.2 In the event that the Company is proposing change to an existing policy, the union shall be advised of such change and offered the opportunity to provide feedback on the proposed change prior to introduction.

**26. UNION ACCESS**

26.1 A representative of the union party to this agreement is entitled, in accordance with the Employment Relations Act (as amended or replaced), to enter the workplace. All access must be in accordance with the Health and Safety requirements of the Company.

**27. UNION MEETINGS**

27.1 Union members shall be entitled to attend on ordinary pay (provided meetings take place during the employees rostered hours of work) at least two union meetings per calendar year in accordance with the Employment Relations Act (as amended or replaced).

27.2 From time to time the union may require the use of a meeting room at a depot to allow an opportunity for a discussion with a union member(s) or prepare for meetings with the Company. The Company shall accommodate any reasonable request providing there are no impediments to do so.

**28. EMPLOYMENT RELATIONS EDUCATION LEAVE**

28.1 The Union is entitled to allocate employment relations education leave for approved courses in accordance with the Employment Relation Act (as amended or replaced).

**29. UNION DELEGATES**

29.1 Union delegates will be given reasonable paid time to carry out union activities in accordance with the Employment Relations Act (as amended or replaced). The time taken to undertake these activities must be minimal and be agreed with the Company in advance and must not unreasonably disrupt company business or the delegates performance.

**30. UNION FEES**

30.1 The Company shall, with the consent of the employee, deduct the employee's union membership fee from their salary or wages and pay directly to the unions nominated bank account. The company will provide a monthly payment schedule to the Union. The union shall provide to the employer a current union membership list on a six monthly basis, or when requested.



31. SIGNATURES

Signed by a duly Authorised Company Representative:

..... (Signature)

\_\_\_\_\_ (Date)

Signed by a duly Authorised Tramways Union Representative:

..... (Signature)

\_\_\_\_\_ (Date)

ALLOWANCES

- a. Meal allowance \$8.00

Paid when your unpaid meal break is required to be taken while you are rostered away from your home depot.

- b. Drivers Licence Reimbursement \$2.50

Paid ONLY while you maintain a current P Endorsement.

Paid to you on a per pay basis to cover the cost of renewing your P Endorsement and licence.

- c. Travel Allowance 0.73c per km

Paid in accordance with the terms of this agreement.

Rate subject to change in line with IRD publication.

The employee is responsible for ensuring their private vehicle is warranted, registered and insured. The company will not be held liable for any damages.