

**COLLECTIVE
AGREEMENT**

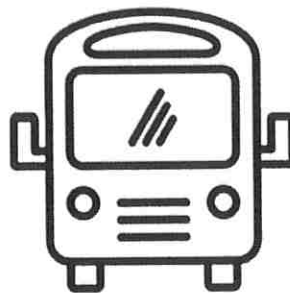
BETWEEN

MADGE COACHLINES LTD

uzabus

AND

**NEW ZEALAND TRAMWAYS & PUBLIC
PASSENGER TRANSPORT EMPLOYEES
INDUSTRIAL UNION**



1st May 2019 – 31st March 2021

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SECTION 1. AGREEMENT FORMALITIES:

1.1 PARTIES

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

Madge Coachlines Limited (hereinafter referred to as the "Employer")

and

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

1.2 COVERAGE

1.2.1 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 Madge Coachlines Limited.

1.2.2 The union agrees that the provisions of this Collective Employment Agreement have no application outside of Employer's 'Kapiti Coast operation as described in clause 1.4.4. The Union commit not to seek to spread the coverage of this agreement to other districts.

1.3 NATURE OF AGREEMENT

1.3.1 This is a Collective Agreement made in pursuant of the Employment Relations Act 2000. The parties agree to the terms and conditions outlined herein.

1.3.2 The terms and conditions contained in this Agreement shall be applied as the minimum terms and conditions of employment bound by this Agreement.

1.3.3 The parties agree that this Agreement shall be administered in accordance with the true intent of its terms and provisions and will undertake to give each other the fullest cooperation to ensure that the competitiveness and efficiency for the future of the service is maintained to its highest standards.

1.3.4 The terms and conditions in the Agreement replace any previous written contracts, agreements and understandings.

1.4 DEFINITIONS

- | | |
|-----------------|---|
| 1.4.1 Act: | The Employment Relations Act 2000 |
| 1.4.2 Employer: | Madge Coachlines Limited trading as Uzabus |
| 1.4.3 Union: | The New Zealand Tramways & Public Passenger Transport Employees Industrial Union. |
| 1.4.4 Employee: | Workers employed by the Employer to drive buses in the Kapiti region. |

- 1.4.5 Full Time Employee: A person employed on a continuing basis for no less than 40 hours per week.
- 1.4.6 Permanent Part-time Employee: A person employed on a continuing basis for less than 40 hours per week.

1.5 MANAGEMENT OF CHANGE

1.5.1 Statement of Intent

The parties to this Agreement wish to introduce and maintain responsible, co-operative, harmonious and caring employment relations; and to establish employment conditions that are fair for all, easily understood and recognise the environment in which the organisation operates.

- 1.5.2 The parties to this Agreement further accept that change in the transport service is necessary in order to ensure the efficient, effective delivery of freight and passenger services.

- 1.5.3 Regular consultation between the parties is essential on matters of mutual concern and interest.

Effective communication between the parties will promote:

- i Improved, informed decision making.
- ii Greater cooperation between the parties.
- iii A more harmonious, effective, safe and productive workplace.

- 1.5.4 The parties are committed to assisting the positive management of change and to all ongoing communications on all Employee relations matters.

- 1.5.5 In the event that a run is being reviewed/audited, full consultation will be undertaken with the current incumbent of the run, prior to any decision to make changes being undertaken.

1.5.6 Contracting Out/Transfer of the Service

In the event that the Employer proposes to contract out the work or any of the work of the Employees or in the event that the Employer proposes to transfer or sell its business or any part of its business then the Employer shall:

- i) consult with the respective Union representative(s) prior to any proposal being implemented: and
- ii) consider all options to maintain current staffing levels including offering redeployment.
- iii) in the event of the business or part of the business of the Employer being transferred or sold take all reasonable steps to promote the continued employment and/or re-engagement of staff on the same terms and conditions previously provided.

- 1.5.7 In accordance with the principles contained herein the Employer will consult the respective union representative(s) prior to any proposal being implemented which may result in any changes to the Employee's current conditions of employment as determined by this Agreement.



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1.6 APPLICATION

1.6.1 The Employee is engaged to assist with the operation of a transportation service operated by Madge Coachlines Ltd. The Employee shall carry out such duties as are required by the Employer, provided those duties come within the capabilities and skills of the Employee concerned.

1.6.2 The Employee will:

1.6.2.1 Comply with all reasonable and lawful instructions provided to the Employee by the Employer;

1.6.2.2 Perform their duties with all reasonable skill and diligence;

1.6.2.3 Deal with the Employer in good faith in all aspects of the employment relationship;

1.6.2.4 During working hours, devote the whole of their time, attention and abilities to carrying out their duties;

1.6.2.5 Take all reasonably practicable steps to perform their job in a way that is safe and healthy for the Employee, fellow Employees and others;

1.6.2.6 Use their best endeavours to promote, develop and extend the Employers business interests and reputation and not do anything to its detriment;

1.6.2.7 Conduct themselves professionally in their work, including treating all other staff with respect and ensuring that clients are greeted and dealt with in a courteous, pleasant and friendly manner and that every effort is made to be helpful and satisfy their legitimate requirements.

1.6.3 The Employer will:

1.6.3.1 Act as a good Employer in all dealings with the Employee;

1.6.3.2 Deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship; and

1.6.3.3 Provide the Employee with a safe and healthy work environment.

1.6.4 School Bus Drivers

1.6.4.1 Employees who were employed after 14 July 2018 to work solely as school bus drivers employed to provide services for Ministry of Education contracts shall be employed on the following basis:

1.6.4.2 School bus drivers will be employed on a part time basis.

1.6.4.3 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.

1.6.4.4 School bus drivers will take annual leave and leave without pay during term breaks but will remain Employees with their service recognised as continuous.

1.6.4.5 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.

- 1.6.4.6 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.

1.7 VARIATION OF AGREEMENT

- 1.7.1 Any of the provisions prescribed in the Agreement (notwithstanding that the statutory provisions are the minimum provisions) may be varied as to all or a section of the Employees, by agreement between the parties. Such agreement shall be reduced to writing and signed by the Employer and the respective Union party(s).
- 1.7.2 In no case of variation shall this Agreement be so varied so as to establish a new agreement in total.

1.8 SAVINGS

- 1.8.1 Nothing in this Agreement shall be construed so as to reduce wages or conditions of any Employee employed at the time of the coming into force of this Agreement.

SECTION 2 HOURS OF WORK AND REMUNERATION

2.1 HOURS OF WORK

- 2.1.1 The ordinary hours of work shall be worked on any six of seven days of the week. For the purposes of this Agreement, the week shall be deemed to end at midnight on Sunday.
- 2.1.2 The ordinary hours of work for permanent part-time Employees shall be no less than 15 hours per week. Variations to the minimum 15 hours are to be documented on Schedule One.

2.2 CHANGES TO WORK HOURS

- 2.2.1 The Employer may affect changes to hours of work to accommodate operational requirements as necessary through changes in the daily duty sheet and shall make every endeavour to consult and give 24 hours' notice to affected Employees, whose agreement shall not unreasonably be withheld.

2.3 BASE RATES

- 2.3.1 In recognition of the mutual benefit of a Collective Agreement and the relationship with the Union, the Employer agrees to pay the following base rates:-

<i>Job Description:</i>	<i>Rate from 1/5/19</i>	<i>Rate from 1/4/20</i>
Yard & Training	\$18.41	\$19.61
School bus driving duties	\$19.25	\$20.45
Council Contracted Urban Bus Driving duties	\$20.80	\$21.80
Charter bus driving duties	\$20.80	\$21.80



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2.3.1.1 Yard and Training duties

Additional yard duties may be offered to Employees. Acceptance of these duties is optional and will only be offered if they are considered within the capabilities and skills of the Employee.

Unless carried out during the Employees normal rostered duty times, the training Rate applies to the training time specified in associated training material provided to members, for attainment of MITO Industry Training Qualifications, being 'Limited Credit Programme' (or equivalent) and 'National Certificate in Passenger Service'. These are the times in which achievement of each component requiring completion, can reasonably be expected to be achieved, and all training time will be scheduled during school holidays where practicable.

All training (including MITO) will be paid at the training rate, this includes but is not limited to theory and driving.

2.3.1.2 School Bus Driving duties

Employee's carrying out School Bus Driving duties must have completed the Limited Credit Programme (or equivalent) assessment for the driver qualification administered by the MITO Industry Training Organisation.

2.3.1.3 Formal Charter Bus Driving duties are defined as:

- Non-school charters or
- Full day school charters or
- Multiple day school charters.

Unless otherwise authorised by the Employer, Employees carrying out a Formal Charter Bus Driving Duty must:

- wear the A Grade uniform during the duty and
- comply with the work time log book requirements throughout the duty and/or
- provide a commentary during the duty as required

For clarification, School transfers to destinations within the town or city boundary in which the Employer's depot is located are not considered a formal Charter Bus Driving Duty under this definition.

2.3.1.4 Council Contracted Urban Bus Driving duties

When requested by the Employer, Employees carrying out Council Contracted Urban Bus Driving duties must be actively participating in or have completed the National Certificate in Passenger Service Programme (or equivalent) assessment for the driver qualification administered by the MITO Industry Training Organisation.




2.4 CALL OUTS

- 2.4.1 Any Employee who has agreed to undertake charter work and is called back shall be paid no less than two hours wages for each phase of the charter.

2.5 OVERNIGHT

- 2.5.1 An overnight/incidental allowance \$20.00 per night (before tax) will be paid to Employees who are required to be away overnight from their homes in the course of their duties.
- 2.5.2 All overnight accommodation/meals will be supplied by either the client or the Employer. The driver shall be notified of these arrangements after initial confirmation of the charter.
- 2.5.3 A meal allowance of \$15.45 per meal will be paid out after working longer than 9 hours in any one day and/or the following day while undertaking Charter Bus Driving duties, if required to stay away overnight, where an acceptable meal is not provided by the client. Meal allowances shall be paid to a maximum of \$41.20 per day, payable upon receipts provided by the Employee.

2.6 FACILITIES

- 2.6.1 No Employee shall be compelled to work more than five and a half (5-1/2) hours continuously without an uninterrupted meal interval of at least half an hour for a meal break.
- 2.6.2 All Employees shall be allowed a paid rest period in accordance with Section 6D of the Employment Relations Act 2003 (Rest Breaks and Meal Breaks) and any amendments.
- 2.6.3 The times at which rest periods and meal breaks are to be taken shall be determined by the Employer taking into account work requirements and the requirements of this Agreement.
- 2.6.4 The Employer shall provide free of charge, tea, coffee, milk and sugar for all Employees bound by this Agreement at each of its depots.

2.7 PAYMENT OF WAGES

- 2.7.1 All wages shall be paid weekly in the Employers time on a day not later than Thursday in that week, by direct credit, provided that when the normal pay day is a holiday, such wages shall be paid not later than the day before that normal pay day before that normal pay day in that week.
- a) There shall be no deduction from the weekly wage unless otherwise agreed between the Employer and Employee or for union fee purposes.



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- b) A time book or timesheet shall be provided by the Employer to each Employee in which the Employee shall record on a daily basis.
 - i) The hours and place(s) where work commences and ends each day; and
 - ii) The periods for which, and the places at which, work is ceased for the purposes of rest and refreshment.

2.8 DRIVERS LICENCE

2.8.1 The Employer will pay a subsidy of 100% of the cost of renewal of an Employees P class licence per year.

2.8.2 Employees are required to pass the medical examination of obtaining or retaining a P class licence on an annual basis. The Employer will reimburse the cost of obtaining a medical certificate, confirming that the Employee has passed the medical test required to hold a P class licence, up to a maximum payment of \$65.00 on production of a receipt from the Employees medical practitioner.

2.8.3 This payment will be recoverable by the Employer in the event that the Employee leaves the employment within the 12 month period in which payment was made, on a pro-rata basis as follows:-

- i) Less than 3 months the Employee will repay 75% of the Employer subsidy;
- ii) Less than 6 months the Employee will repay 50% of the Employer subsidy;
- iii) Less than 9 months the Employee will repay 25% of the Employer subsidy.

2.8.4 Requirement for Driving Licence

It is an essential condition of the Employee's employment that he or she is registered into the NZTA Driver Check, or TORO Monitoring System, and holds and continues to hold a current valid driving licence and endorsements that are relevant for the position they are employed. This includes;

- 1 (Private motor vehicle)
- 2. (medium rigid vehicle) and
- 4. (heavy rigid vehicle) plus
- 'p' (passenger endorsement).

Should the Employee receive any criminal convictions for any motoring offences, he or she must report those to the Employer's Operations Manager. The Employee must also inform the Operations Manager as soon as he or she is charged with any such offence. If the Employee loses his or her driving licence through a conviction, this must be immediately reported to the Operations Manager.

The loss of a driving licence will, depending on the circumstances, result in either:

- i) the suspension without pay of the Employee for the duration of his or her disqualification, or
- ii) termination of employment.

2.8.5 In the event a Driver is engaged in secondary employment which requires the use of a licence that has been funded by the Employer, he/she shall discuss the details of the engagement with their Manager. Log book hours and the wellbeing of the Employee to carry out the functions of their position with the Employer shall be paramount, and shall be addressed if required.

Where an Employee is offered additional work with an Employer who is in competition with the business of Madge Coachlines Ltd, before commencing such additional work, the Employee shall discuss the work proposal as seek the approval of Madge Coachlines Ltd.

Clause 2.8.5 shall not apply to casual Employees.

- 2.8.6 Continued employment as a bus driver will be dependent on the Employee complying with and meeting the standards required by the Vulnerable Children's Act 2014 (VCA).

2.9 TRAINING

- 2.9.1 The parties to this Agreement are, in principle, committed to supporting a training programme for bus drivers as administered by the MITO Industry Training Organisation.

This includes:

Limited Credit Programme (or equivalent), and
National Certificate in Passenger Service

- 2.9.2 In accordance with the requirements of clause 2.3 it is an essential condition of the Employee's employment that Employees carrying out School Bus or Urban Bus Driving duties has either:

- i) Satisfactorily completed (i.e. passed) a MITO training programme that is relevant and applicable to his or her role, or
- ii) Is actively participating in a relevant and applicable MITO training programme to the satisfaction of the Employer, and the MITO industry training organisation.

- 2.9.3 If the Employee should;

- i) Fail to or refuse to carry out the study and related requirements of a MITO programme in which he or she is enrolled, or
- ii) Refuse to cooperate in the enrolment processes of any relevant and applicable training programme in which he or she is invited, or (as necessary) directed to undertake, then the Employee will be entitled (following consultation with the Employee and the Employees representative) to consider whether the employment of the Employee can and should be continued.

- 2.9.4 The Employer will meet the training costs of individual driver Employees on the condition that the Employees will, in the event that they should leave the employ of Uzabus, repay to the Employer those costs on the following terms:-

- i) \$500.00 if an Employee resigns or is dismissed (other than for reasons of redundancy) within 12 months after the date of completion of the School Bus Driver 'Limited Credit Programme' (or equivalent);
- ii) \$980.00 if an Employee resigns or is dismissed (other than for reasons of redundancy) within 24 months after the date of completion of the 'National Certificate in Passenger Service' qualification.

- 2.9.5 A training course will be deemed to be completed on the date on which the industry training organisation advises and issues a formal notification that all of its requirements with respect to an individual driver's study programme have been met and that driver is eligible for the issue of the relative certificate.
- 2.9.6 The obligation on the part of the individual Employees to repay the training costs that have been met by the Employer: -
- i) will abate pro-rata on a month to month basis from the date of completion of the relative programme until the expiry of the time periods referred to in sub-clause (2.9.4) above, and
 - ii) may, in its discretion, be waived in whole or part by the Employer. Without limiting the generality of the foregoing, the 'clawback' of training costs may, in particular, be waived where an Employee's employment is terminated in circumstances in which it is not contemplated that he or she will be taking up employment as a bus driver with another Employer.
- 2.9.7 This clause of this Agreement will constitute an irrevocable authority pursuant to the Wages Protection Act 1983 for the deduction from the final wage payment of any Employee, of the balance of training costs (if any) owing as at the date of termination of the Employee's employment.

2.10. USE OF VEHICLE

- 2.10.1 The Employer will provide a vehicle to the Employee to carry out scheduled bus driving duties. The Employer may also provide a vehicle to an Employee for transportation purposes at work on the following conditions:
- 2.10.2 The vehicle provided shall be used only for the Employer's business activity. Personal use of the vehicle is not permitted without the Employer's express prior permission.
- 2.10.3 The Employer may allow its Employees to drive the Employer vehicle home at night and on weekends for security purposes. This may also be in case of client/project emergencies that the Employee may be called upon to handle.
- 2.10.4 The use of Employer vehicles is restricted to Employees of the Employer only. Non-Employees such as spouses, children, other relatives, or friends are not authorised to drive Employer vehicles at any time.
- 2.10.5 The Employer will consider any unauthorised use of vehicles as the equivalent of theft and the driver may be held responsible (liable) for consequences of any accidents. The Employee will cover the cost including insurance excess resulting from any damage to the vehicle where the Employee is at fault.
- 2.10.6 The Employee must ensure that the vehicle is to be appropriately maintained and kept in a clean and tidy condition at all times. The Employer will meet all maintenance, insurance and running costs including fuel.
- 2.10.7 The Employee should comply with traffic regulations at all times. Ongoing use of the vehicle is subject to the Employee retaining a current driver's license.
- 2.10.8 The Employee will at all times exercise due diligence when using the vehicle in his/her possession and will use it properly and responsibly and will not do anything to prejudice the insurance cover for that vehicle;

- 2.10.9 The Employee will not drive the vehicle after consuming alcohol or while under the influence of alcohol and/or drugs, which could affect the ability to drive safely;
- 2.10.10 The make, model and year of the vehicle the Employer provides is at its sole discretion and may be changed from time to time;
- 2.10.11 The Employee will return the vehicle as agreed and in any case will deliver the vehicle and its keys at any time upon demand by the Employer;
- 2.10.12 In the event that the Employee fails to pay the Employer any expenses payable under clauses 2.10.5 & 2.10.7, or fails to deliver the vehicle upon demand, the Employee agrees to pay any and all costs of collection or recovery;
- 2.10.13 The Employer will monitor usage of the vehicle during business and off hours. If any breaches of clause 2.10 are found disciplinary action may be carried out in accordance with clause 6.5 of this agreement.

SECTION 3 TERMS OF EMPLOYMENT

3.1 CONFIDENTIALITY

- 3.1.1 The Employee shall not, whether during the term of the Employees employment or after termination of employment, use or disclose to any person, any confidential information relating to the affairs, clients or trade secrets of the Employer except as may be reasonably necessary to enable the Employee to fulfil his or her obligations under this Agreement.

3.2 COMPANY POLICIES

- 3.2.1 Employees subject to this Agreement shall be bound by Employer policies as contained in the Uzabus House Rules. Those House Rules may be changed, including by the addition of any new rules or policies by the Employer from time to time, provided that any such changes follow full consultation with the affected Employees and their Union(s).
- 3.2.2 The Union(s) who are parties to this Agreement acknowledge the Employer's Drug and Alcohol Policy. They agree not to challenge that policy with respect to its;
- a) reasonableness
 - b) compliance with relative law, and
 - c) consistency of other provisions of this Collective Agreement.

The Employer will review the drug and alcohol testing methods from time to time with consideration given to best industry practices.

- 3.2.3 This is entirely subject to the rights of the Union(s) to fully represent and support any members who may be the subject of the policy, including with reference to the appropriateness of any disciplinary action that may be taken by the Employer against such persons.
- 3.2.4 The Employer party to this Agreement agrees the rights of the Union parties to dispute on behalf of their membership, any claimed unfair, biased, inconsistent interpretation, or procedurally flawed applications of the Employers Drug and Alcohol Policy.

3.3 TERMINATION OF EMPLOYMENT

3.3.1 The terms of employment for both permanent full time and part time staff may be terminated by one week's notice on either side or one week's notice remuneration in lieu thereof shall be paid or forfeited. This shall not prevent the summary dismissal of an Employee for serious misconduct.

3.3.2 In the event of termination, all of the Employer's property is to be returned including all of the Employer's clothing. The cost of Employer property not returned on termination of employment may be deducted from the Employees final pay whichever is the lesser of;

- i) it's replacement cost or
- ii) market value for items subject to reasonable wear and tear.

3.4 ABANDONMENT OF EMPLOYMENT

3.4.1 Where an Employee absents him/herself from work for a continuous period exceeding two 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 his/her employment.

3.5 DEDUCTIONS FROM WAGES

3.5.1 With the written authority of an Employee, the Employer will deduct Union subscription fees or other authorised money on a weekly basis and forward them monthly by direct credit to the Union(s).

SECTION 4 HEALTH AND SAFETY

4.1 HEALTH & SAFETY

4.1.1 The Employer and Employee will meet their obligations under the Health and Safety at Work Act 2015.

The Employer's duties include:

1. providing and maintaining a safe working environment for Employees and others in the workplace
2. providing and maintaining facilities for the welfare of the Employee while at work
3. providing all necessary training and instructions to Employees
4. making sure machinery and equipment is safe
5. making sure working arrangements are not hazardous
6. providing procedures to deal with work emergencies
7. making sure health and safety Employee engagement and participation processes are in place
8. consulting and cooperating with other businesses operating in the same workplace(s) to keep everyone safe and healthy

4.1.2 The Employee will follow the Employer's health and safety rules and procedures. The Employee will take reasonable care to look after their own health and safety at work, their fitness for work, and the health and safety of others.

Examples of how the Employee can take reasonable care include:

1. following all reasonable health and safety rules and instructions
2. participating in health and safety discussions
3. exercising their right to refuse to do unsafe work
4. taking reasonable care that their actions (or inactions) do not cause harm, or risk of harm, to themselves or others
5. not reporting for duty under the influence of alcohol or drugs that impair their performance or fitness for work
6. wearing all necessary personal protective equipment and clothing.

- 4.1.3 The Employee must report any potential risks, incidents and near misses so the Employer can investigate, and eliminate or minimise harm or risk of harm.

Failure to follow reasonable health and safety rules may be considered serious misconduct.

4.2 SAFE ENVIRONMENT

- 4.2.1 If the ability of an Employee to reasonably and safely carry out his/her duties as a driver should arise the Employee may, at any time, be required to undergo a medical examination by a medical practitioner in which case such examination shall be paid for by the Employer. The Employer will be entitled to a copy of the medical practitioner's report.

4.3 HARASSMENT

- 4.3.1 The parties agree that any form of harassment in the workplace is totally unacceptable. Any incident of harassment should be immediately reported to the Employer. Harassment complaints will be taken seriously, and the Employer undertakes to address these complaints with sensitivity and impartiality.
- 4.3.2 Employees have the right to choose whether to use the procedures under the Human Rights Act 1993 or the procedures under the Employment Relations Act (2000). Employees are advised to seek advice first.

4.5 GROUP INSURANCE

- 4.4.1 All Union members covered by this Agreement may belong to the "AIL Insurance" scheme.
- 4.4.2 Contributions to the scheme will be deducted from weekly wages authorised by individual members and will be sent in with the Union fees in accordance with the provisions of clause 3.5 – Deductions.
- 4.4.3 The Union will be responsible for informing members of the scheme in regards to all aspects and benefits.

SECTION 5 HOLIDAYS AND LEAVE

5.1 ANNUAL HOLIDAYS

- 5.1.1 4 weeks annual holiday shall be allowed in accordance with the Holidays Act, and shall be taken at times agreed between the Employer and the Employee.
- 5.1.2 An Employee shall be entitled to long service leave after a continuous period of service with Madge Coachlines as follows:-
- i) 1 weeks leave after 10 years' continuous service.
 - ii) 2 weeks leave after 15 years' continuous service.
 - iii) 2 weeks leave after 20 years' continuous service.
- 5.1.3 When an Employee takes long service leave it is paid as per average earnings they have worked over the last 20 days.
- 5.1.4 i) Long Service Leave must be taken, in its entirety, no later than the first anniversary after the date on which an Employee's entitlement arises. If not taken within this period, the right to long service leave (with respect to the specific period of continuous service in question) will be forfeited;
- ii) An Employee may opt to exchange long service leave for the cash equivalent value of the leave entitlement within the time period referred to in sub-clause (i) above.

5.2 PUBLIC HOLIDAYS

- 5.2.1 The following Public Holidays shall be allowed, which shall, where they fall on days that would otherwise be working days for the Employee, be holidays on pay:
- New Year's Day, 2nd January, Anniversary Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Birthday of the Reigning Sovereign, Labour Day, Christmas Day and Boxing Day.
- 5.2.2 Except in circumstance where the Holidays Act 2003 provides, Employees shall not receive payment for a public holiday if it occurs within the closure of the school term and they are not required to work.
- 5.2.3 If the Employee is required to work on a public holiday he/she shall be paid for the number of hours worked on that day at time and one half of the Employee's relevant daily pay as defined by the Holidays Act 2003 and the Employee shall receive a paid alternate day. The alternate day will be taken on a day agreed between the Employer and the Employee or in the absence of agreement, be determined by the Employer.
- 5.2.4 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.

5.3 SICK LEAVE

- 5.3.1 After six months' continuous service with the Employer an Employee who is subject to this Agreement, shall be entitled in each subsequent year of service to sick pay for up to five days calculated at a rate of the Employee's ordinary pay. Unused entitlement shall accumulate to a maximum of 20 days.

- 5.3.2 Sick pay shall not be paid in respect of any annual or Public holiday for which the Employee is entitled to full pay.
- 5.3.3 Sick pay for a day shall be calculated on the basis of that Employee's normal rostered worked hours for that day.
- 5.3.4 The Employer may require a claim for any sick leave to be supported by a medical certificate after the third days absence. However, where the Employer has reasonable grounds to believe the Employee is not genuinely on sick leave the Employer may require the Employee to produce a medical certificate within the 3 days if the Employer;
- a) Informs the Employee as early as possible that the proof is required, and
 - b) Agrees to meet the Employee's reasonable expenses in obtaining the proof.
- 5.3.5 It shall be obligatory on the Employee to ensure notice is given to the Employer without delay on the first day of absence due to illness.
- 5.3.6 The Employer reserves the right to require an Employee to produce an additional medical certificate at the Employer's expense from an alternative medical practitioner.

5.3.7 **Termination on Medical Grounds**

In the event an Employee has been absent for **eight (8)** continuous weeks due to a physical injury or illness, the Employer may terminate an Employee's employment **where it is concluded** between the Employee and the Employer that the Employee is incapable of the proper and/or safe ongoing performance of their contractual duties under this Agreement where:

- The Employee has suffered a physical injury or illness without reasonable likelihood of recovery within a reasonable time; or
- The Employee is absent from employment due to illness or injury for a continuous and extended period of time.
- The Employee has had ongoing discontinuous periods of absence to the extent that regular and reliable attendance is being compromised.

The Employer may require the Employee to undergo a medical examination by a registered medical practitioner, at the Employers cost, to assess the likelihood of the Employees full return to duties. The Employee does have a lawful right in the first instance to visit their own doctor. In assessing the Employees fitness for work, the Employer shall take into account any report provided as a result of that examination, and any other medical reports provided by the Employee within a reasonable time-frame.

If, in the reasonable opinion of the Employer based on medical advice, the Employee is incapable of the proper and/or safe performance of their contractual duties, and in the absence of any other alternatives (e.g. redeployment) then the Employer may terminate their employment by the provision of two weeks' notice in writing.

5.4 **PARENTAL LEAVE**

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

5.5 COURT LEAVE

Where an Employee is obliged to undertake any jury service or is a subpoenaed witness, the difference between fees (excluding reimbursing payments) paid by the Court and the Employee's basic daily pay (either hours pay) shall be made up by the Employer provided:

- i) That the Employee returns to work immediately on any day he or she is not actively serving on a jury.
- ii) That the Employee produces the Court expenses voucher to the Employer.
- ii) These payments shall be made up to a maximum of five days per week in respect of each separate period of court service.

5.6 BEREAVEMENT OR TANGIHANGA LEAVE

5.6.1 An Employee shall be entitled to a maximum of three days leave on ordinary pay on each occasion and on the production of satisfactory evidence of the death of the Employee's spouse/partner, child, parent, brother, sister, mother-in-law, father-in-law, brother in law, sister in law, grandparent or grandchild.

5.6.2 Where, on any occasion by reason of the death of a person other than in 5.6.1 above, the Employer accepts that an Employee has suffered a bereavement the Employee shall be entitled to 1 days bereavement leave. In determining whether or not the Employee has suffered a bereavement the Employer shall consider these relevant factors; (as specified in the Holidays Act 2003).

- i) the closeness of the association between the Employee and the deceased person,
- ii) whether the Employee has to take significant responsibility for any or all of the arrangements for the ceremonies relating to the death,
- iii) any cultural responsibilities of the Employee in relation to the death.

5.6.3 Special or compassionate leave may be granted in special circumstances at the discretion of the Employer.

5.6.4 Bereavement leave shall be paid at an Employee's relevant daily pay as defined in the Holidays Act 2003.

SECTION 6 UNION AND AGREEMENTS

6.1 UNION DELEGATES/CONTACTS

6.1.1 The Employer shall give recognition to Employees who are elected and endorsed by the Union(s) as delegates/contacts in the establishment in which he/she is employed. Notice of such appointment shall be given to the Employer in writing by the respective Union.

6.1.2 Where a delegate/contact is appointed in accordance with sub clause 6.1.1 the Employer will allow Union educational leave in accordance with the provisions of the Employment Relations Act.

6.2 MEETINGS

- 6.2.1 The Union may hold up to two paid meetings per calendar year of Employees employed under this Agreement. Such meetings to be no longer in duration than two hours. The Union(s) shall give at least 14 days' notice of its intention to hold such a meeting.

The Employer shall be entitled to make a rateable deduction for all time lost in attending each of the two meetings specified in this clause, provided that where the Employee returns to work as soon as practicable after the conclusion of the meeting the rateable deduction shall be made for time lost in excess of two hours. The respective Union(s) shall provide for Employees who attend such meetings proof of their attendance and only those Employees shall qualify for payment.

6.3 EMPLOYMENT RELATIONS EDUCATION LEAVE

- 6.3.1 All duly recognised Union delegates shall be entitled to up to 5 days Education Leave per calendar year to attend training courses sponsored by the Union. The following conditions apply;

- i) Not less than 2 weeks' notice of a projected course and its agenda shall be given to the Employer.
- iii) Time off shall be paid at the ordinary rate of pay or ordinary working hours spent training. No reimbursement shall be made for loss of overtime or travelling time spent outside ordinary working hours.

6.4 ACCESS TO WORKPLACE

- 6.4.1 An authorised representative of the respective Union parties shall be entitled to enter at all reasonable times upon the premises for the purposes related to;

- i) Union members in relation to Union business such as but not limited to:
- ii) Recruitment of non union Employees
- iii) Compliance of agreements
- iv) Health and Safety matters

6.5 DISCIPLINARY PROCEDURE

The Disciplinary Procedure shall be as follows:

This procedure allows for a progressive warning system in situations of lesser misconduct or where the Employer has concerns regarding the Employee's performance. This will be followed except for "serious misconduct" situations in which instant dismissal may be deemed to be justified. Serious misconduct includes but is not limited to the "serious misconduct" defined in the Employer's House Rules.

A Union representative or witness may be present at all steps if requested by the Employee.

STEP 1: VERBAL WARNING

For a first offence, a verbal warning may be issued after the Employee has been given the opportunity for explanation. If the Employee has not committed a second offence within the warnings timeframe since the date of the first offence, this offence shall be

deemed to have not occurred, for the purpose of this procedure. A verbal warning may be effective up to a maximum of twelve months.

STEP 2: WRITTEN WARNING

An Employee may receive a written warning, if after consultation their explanation of events is not satisfactory.

The Employee will receive a copy of the written warning and one copy will be placed in their personal file.

If the Employee has not committed a further offence within twelve months of the date of this warning, this offence shall be deemed to have not occurred, for the purpose of this procedure and shall be removed from the file.

STEP 3: FINAL WRITTEN WARNING

Issued in cases of persistent breaking of House Rules, and where a written warning has already been issued. Final written warning will convey that further infringements may result in dismissal. A copy of this notice will be given to the Employee, and a copy will also be sent to the local Union Organiser.

6.6 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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

Definitions

- a) An "employment relationship problem" includes:
- i) A personal grievance
 - ii) A dispute
 - iii) Any other problem relating to or arising out of the employment relationship.
 - iii) but does not include any problem with negotiating new terms and conditions of employment.
- b) A "personal Grievance" means a claim that an Employee:
- i) Has been unjustifiably dismissed.
 - ii) Has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the Employer.
 - iii) Has been discriminated against in his/her employment.
 - iv) Has been sexually harassed in his/her employment.
 - v) Has been racially harassed in his/her employment.
 - vi) 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. Employees who believe they have a personal grievance should seek the advice of the relevant Union by approaching their Delegate or Organiser first.

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

Raising Employment Relationship Problems.

- a. An employment relationship problem should be raised and discussed with the Employee's supervisor or manager as soon as possible.
- b. The Employee is entitled to seek advice and assistance from his/her Union representative in raising and discussing the problem.
- c. The Employee, Employer and relevant Union will endeavour in good faith to resolve the problem without the need for further intervention.

Time Limit on Raising a Personal Grievance.

An Employee who believes he/she has a personal grievance must make the Employer aware of the grievance within 90 days of the grievance arising [or of the Employee becoming aware that he/she has a grievance].

Mediation

- a. If the problem is not resolved by discussion, any party may [without due delay] seek the assistance of the mediation services provided by the Ministry of Business, Innovation, and Employment (MBIE).
- b. All parties must cooperate in good faith with the Mediator in a further effort to resolve the problem.
- c. Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.
- d. Any settlement of the problem signed by the Mediator will be final and binding.

Employment Relations Authority

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

6.7 STAFF SURPLUS

- 6.7.1 Redundancy is where the Employer has Employees surplus to requirements because of the reduction in activities due to a change in; customer demand, plant, methods, materials or re-organisation, or like cause requiring a reduction in the number of permanent Employees.
- 6.7.2 The redundancy decision will be based on the best information of the circumstances at that time and it is recognised that the circumstances may later change. The reasons for a redundancy may not always be permanent.

(a) Eligibility

This redundancy agreement applies to permanent Employees covered by this Agreement. Employees are not eligible if they:

- i) Are employed on a casual or temporary basis.

- ii) Are offered for the purpose of the sale, transfer, lease or other disposal of all or part of the business, continued employment on terms and conditions which are the same to those applying to the Employee.
- iii) Are offered alternative employment in a comparable position within the business on substantially the same terms and conditions.

(b) **Process**

The purpose of the agreement is to recognise fairness in the selection process, and consultation in the redundancy decision.

- i) Where the Employer recognises the need for any restructuring of the work force or activities where a redundancy is likely the following process will apply:

Notification of any intention to restructure the workforce for any reason, will be made to Employees and the appropriate Employee representative to provide for a period of consultation on any proposed restructuring or redundancy.

Following confirmation of a redundancy requirement or redeployment, further discussions will take place with Employees and their representatives to select Employees for redundancy or redeployment.

In making the redundancy decision the need to maintain an efficient work force and an effective operation with the retention of necessary skills, qualifications and experience is to be taken into consideration.

- ii) Two weeks' notice in writing will be given to any Employee whose employment is terminated by way of redundancy.
- iii) Should the Employer dismiss the Employee (for reasons other than serious misconduct) during the notice period, the Employer will pay wages in lieu of the remainder of the notice period, Employees may elect to take wages in lieu of the whole or any part of the notice period.
- iv) The notice period will be contingent on the Employee remaining at or available for work and performing normally his/her assigned duties until the expiry of the notice period.
- v) An Employee who finds alternative employment during the notice period may, with the consent of the Employer terminate their employment prior to the expiry of the notice period. Employers consent will not be unreasonably withheld.

In this case no further payment in lieu of wages for the remainder of the notice period will be made

- vi) On termination, letters will be provided to the Employer providing;
 - a work history and reference
 - details of government benefits and employment assistance.
- vii) An Employee who wishes to have time off work during the notice period for reasons of attending interviews and attending to affairs related to the redundancy, will be provided this time off on full pay subject to the time

being agreed to by the supervisor. This Agreement is not to be unreasonably withheld.

6.8 NO PASS ON

Madge Coachlines will act in good faith and consult with the Union, before making an offer to non-union staff.


6.9 TERM OF AGREEMENT

This Agreement shall commence on the 1st May 2019 and will remain in force until the 31st March 2021.

6.10 SIGNATURES OF PARTIES TO AGREEMENT

**Madge Coachlines Limited trading as Uzabus
(Employer)**

by their duly authorised representative



Signature Justin Allan

DATE: 10-6-19

**The New Zealand Tramways & Public Passenger Transport Employees Industrial
Union
(Union)**

by its duly authorised representative



Signature Kevin O'Sullivan

DATE: 10-06-19

SCHEDULE ONE

INDIVIDUAL EMPLOYEE'S CONDITIONS OF EMPLOYMENT

The Union member's individual terms are to be read in conjunction with the Collective Agreement

Employer: Madge Coachlines Limited trading as Uzabus

Employee:

Position:

Minimum Hours per Week:

Wage Rate:

<i>Job Description:</i>	<i>Rate from 1/5/19</i>	<i>Rate from 1/4/20</i>
Yard & Training		
School bus driving duties		
Council Contracted Urban Bus Driving duties		
Charter bus driving duties		

Date: _____

Signed _____
Employee

Employer

SCHEDULE TWO

IMPORTANT INFORMATION FOR NEW EMPLOYEES

To: _____

From: **Madge Coachlines Limited - Kapiti**

Pursuant to section 62 Employment Relations Act 2000 please be advised of the following:

1. There exists a Collective Agreement which covers the work you have agreed to do while with Madge Coachlines Limited; and
2. You may join the Union which is party to this Collective Agreement, the New Zealand Tramways & Public Passenger Transport Employees Industrial Union and
3. Tramways contact is **Kevin O'Sullivan**. He can be contacted at **1st Floor, Trades Hall, 126 Vivian St, Wellington. Telephone 04 384-5403 or 027-440-0384**
e-mail: tramwaysunion@tradeshall.org.nz
4. The New Zealand Tramways & Public Passenger Transport Employees Industrial Union representative is Kevin O'Sullivan.
5. Joining The New Zealand Tramways & Public Passenger Transport Employees Industrial Union means you will be bound by the Collective Agreement; and
6. Enclosed with this notice is a copy of the Collective Agreement.

Please sign in the place indicated below that you have read and understood the above and whether or not you consent to Madge Coachlines Limited informing The New Zealand Tramways & Public Passenger Transport Employees Industrial Union as soon as practicable that you have entered an Individual Employment Agreement with Madge Coachlines Limited.

I, _____, confirm I have read and understood the above and consent /do not consent (delete one) to The New Zealand Tramways & Public Passenger Transport Employees Industrial Union being informed as soon as practicable that I have entered an Individual Employment Agreement with Madge Coachlines Limited.

Name: _____ Date: _____

MEMORANDUM OF UNDERSTANDING

DATED this

04 day of JUNE

2019

PARTIES:

NEW ZEALAND TRAMWAYS & PUBLIC PASSENGER TRANSPORT EMPLOYEES
(INDUSTRIAL UNION ("Tramways"))

MADGE COACHLINES LIMITED trading as Uzabus ("Uzabus")

1. BACKGROUND

- 1.1 Uzabus is contracted to the Greater Wellington Regional Council (GWRC) to provide urban bus transport services to the Kapiti region (the Services).
- 1.2 Uzabus employs drivers to operate the Services (Drivers).
- 1.3 A number of Drivers are members of Tramways (Members).
- 1.4 Tramways represent Members regarding pay and work conditions.

2. PURPOSE

- 2.1. The purpose of this Memorandum of Understanding (MOU) is to record the principles and objectives of the Parties regarding Drivers pay and work conditions in connection with the Services.

3. OBJECTIVES

- 3.1. The agreed objectives of the Parties are to constructively engage with the various stakeholders (Regional Council, Government and Ministers, NZTA) to modify the Services through timetable efficiencies and the provision of additional funding to support improved Drivers pay and work conditions, in particular:
 - a) reduce Drivers ordinary hours of work from 6 to 5 days per week.
 - b) provide Drivers with 2 consecutive days off per week.
 - c) provide Drivers with a maximum of 11 work hours per day including unpaid downtime and excluding an unpaid 30-minute meal break.
 - d) pay Drivers time and a half when hours of work exceed 11.5 in any day.

4. AGREEMENT

- 4.1. Each Party will be liable for their own costs throughout and beyond the term of this MOU.

- 4.2. Any financial benefit received by Uzabus directly related to the Objectives outlined in clause 3 of this MOU will be passed on to the Drivers via payroll.

5. TERM

- 9.1. This MOU is effective from the date of this MOU for a period of 12 months unless during the review process both parties agree in writing to renew the term of the MOU.
- 9.2. Either party may withdraw from the MOU by giving 4 weeks' written notice to the other Party.

6. DISPUTES

- 6.1. If any dispute in relation to this MOU or any document arises between the Parties, the Parties will use their best efforts to resolve the dispute in a constructive manner.
- 6.2. If that process fails due to a differing viewpoint, the Parties agree that all dealings are based on good faith and that no legal recourse is applicable.

7. RELATIONSHIP MANAGEMENT & COMMUNICATION

- 7.1 The Parties nominate the following persons to be contacted if matters arise that may be of interest to either Party.
- Tramways representative:
Kevin O'Sullivan
027 4400 384
tramwaysunion@tradeshall.org.nz
 - Uzabus' representative:
Justin Allan
029 88 99 001
justinallan@uzabus.co.nz
- 7.2 It is the responsibility of these contact people to:
- a) Work collaboratively with one and another
 - b) Oversee any milestone reporting requirements as agreed by both Parties
 - c) Keep both Parties fully informed
 - d) Act as the first point of reference between Parties and also as liaison persons for external contacts
 - e) Communicate between Parties on matters that arise that may be of interest to either Party
- 7.3 If the contact person changes in either organisation, the other Party will be informed of the new contact person and there should be a handover process so the new person can settle into the role.

7.4 In the interests of clear communication, any public statements must be made only after agreement with the other party.

8. REVIEW OF THE AGREEMENT

8.1 This agreement may be reviewed during the term when deemed necessary by either Party.

8.2 The contact person for each Party is to arrange the review meetings to discuss the following:

- a) The Implementation and progress of the project
- b) Evaluation of whether the Parties are achieving the objectives detailed above in Clause 3
- c) Any difficulties either Party is experiencing either in the project itself or in the Parties' interactions
- d) Any other matters the Parties wish to discuss with each other

9. MANAGEMENT AGREEMENTS & CONTRACTUAL ARRANGEMENTS

9.1 For the avoidance of doubt, the relationship of the parties under this Agreement is not one of legal partnership, joint venture or agency.

10. CONFIDENTIALITY

10.1 Neither of the parties is to disclose, directly or indirectly, any confidential information received from the other party to any third Party without written consent.

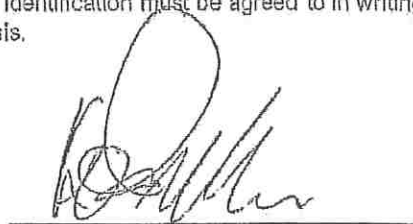
11. INTELLECTUAL PROPERTY & DATA SHARING

11.1 All intellectual property brought by each party to the relationship under this MOU remains in the ownership of that party.

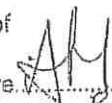
11.2 The use of logos or other corporate identification must be agreed to in writing by each Party on a case by case basis.

12. EXECUTION

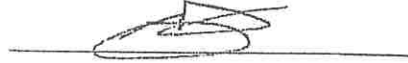
SIGNED on behalf of Trainways



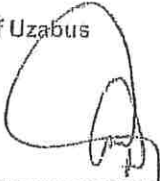
In the presence of

Witness Signature 
Full Name... Andrew Ross Hamilton
Occupation... Chain Officer
Address... 83 Overton Terrace, Huttville, Wellington

SIGNED on behalf of Uzabus



in the presence of



Witness Signature.....
Full Name.....**DAVID D. MCKAY**.....
Occupation.....**CONTRACT MANAGER**.....
Address.....**Tauranga**.....