



22 December 2022

## Terms of Settlement for the Transdev Wellington, Hyundai Rotem and Rail & Maritime Transport Union Multi Employer Collective Agreement 2022-2024

This document sets out the agreed components of the settlement for the renewal of the Transdev Wellington (TDW), Hyundai Rotem (HRC) and Rail & Maritime Transport Union (RMTU) Multi Employer Collective Agreement 2022 (MECA) and shall be subject to ratification by RMTU members pursuant to section 51 of the Employment Relations Act 2000.

### A. Preamble

The parties have been bargaining since 2 August 2022 under the provisions of the Bargaining Process Agreement (BPA) signed 11 July 2022 and have agreed the following Terms of Settlement (TOS), which have been prepared for ratification by the affected members of the RMTU in accordance with the BPA.

The RMTU agrees to positively recommend ratification of these TOS and the proposed Collective Agreement to its members.

### B. Term

The term of the Multi Employer Collective Agreement (MECA) has been agreed for a two-year term from 3 July 2022 through to 2 July 2024.

### C. Wage Increase (clause 37)

1. Increase to printed pay rates for all TDW RMTU members employed under the MECA as at the date of the ratification in the following roles, effective from dates as shown:

Designation Group	As at 04/09/22	As at 03/07/23
Technical Operations Trainer	5.5%	5.0%
Train Manager	7.2%	7.2%
Passenger Operator*	5.5%	5.0%
Retail	5.5%	5.0%
Service Coordinator	5.5%	5.0%
Customer Communications Officer	5.5%	5.0%
Customer Service Officer	5.5%	5.0%
Train Crew Coordinator	5.5%	5.0%
Yard Supervisor	13.0%	11.5%
Remote Control Operator	6.0%	5.0%



Train Examiner Operations	7.2%	7.0%
Administrator	5.5%	5.0%
Operations Specialist	5.5%	5.0%
Operations Planner	5.5%	5.0%
Locomotive Engineers	6.0%	5.0%
Service Delivery Duty Manager	5.5%	5.0%
On Board Team Leader	5.5%	5.0%
Sales Team Leader- Wellington	5.5%	5.0%
Outstation team Leader	5.5%	5.0%

\*or Living wage, whichever is higher

2. Increase to printed pay rates and allowances for all HRC RMTU members employed under the MECA as at the date of the ratification as follows:
  - a. 5.9% year one backdated to 4 September 2022
  - b. 5.5% year two effective from 3 July 2023
3. The calculation method of back pay will be the agreed percentage increase applied to total gross earnings between 4 September 2022 and the date on which the pay rate increase is made in the payroll system and paid.

#### **D. Record of Agreements and Understandings**

1. Living Wage Employer - TDW/HRC commit to paying at least the NZ living wage rate for all employees (pro-rated as necessary to reflect part time hours) and will add this to clause 3 as an additional bullet point.
2. Consultation: Clause 13.4 seeking to provide a more structured approach to meetings, so for the purpose of discussing all relevant important employment related matters and issues of concern, proposing we move to one monthly full day meeting for this purpose. Small working groups will still be utilised to progress projects etc. This will be captured in the terms of settlement rather than in the CEA.
3. Recognised Holiday: add in clause 25.1 new Public Holiday, Matariki, before the Labour Day bullet point.
4. Sick Leave: amend clause 26.11 from 6.5 days to 10 days per year.
5. Sick Leave Entitlement Deduction: adding the following sentence at the end of the current clause 26.15 "For appointments, a minimum of 72 hours' notice where



possible will be given by employees to facilitate roster adjustments. Confirmation of appointments may be requested".

6. Electrical Inspectors Allowance: Rename clause 33.11 to "WOF Inspection Allowance" and amend clause to read "Any registered electrician employee will be paid an additional allowance per hour whilst performing WOF inspections".
7. Other Allowances: amend the second to last line of the table in clause 33.12 to "Traction Motor Work and Axle Earth Brushes".
8. Charge Person Allowance: Add to clause 33.12, a new line providing for a Charge Person Allowance of \$4.44 (gross) per hour when staff are required by their manager/supervisor to undertake Charge Person duties.
9. Job Sizing and Market Study Analysis: TDW/HRC agree to undertake a review of the rate and progression of Transdev Technical Operations Trainers, On Board Team Leaders, Pay Scale 5 Engineers and Pay Scale 6 Operations Planners during the term of the collective agreement. Undertaking the review does not mean that provisions relating to rates or progression will change. This will be captured in the terms of settlement rather than in the CEA.
10. Benefits Schedule: Travel Privileges applying to members covered by this agreement shall be those which are in force at the commencement of this agreement, for the duration of this agreement, unless a superior provision is agreed.
11. Pay Scales: Any pay rates for employees who are employed at the date the new collective agreement is ratified, that remain below the living wage after applying wage rate increases in section C above, will be increased to the living wage (gross). This will be captured in the terms of settlement rather than in the CEA.
  - a. **Pay Scale 1**: Adding "Roving Response Engineers" and "Wheel Lathe Operators" into the list of employees covered by pay scale 1 in clause 37 as per below:

29



Designation	Pay Code	MECA Rate As at 03/07/21
Roving Response Engineer Level 5	xxxxx	39.59
Roving Response Engineer Level 4	xxxxx	34.06
Wheel Lathe Operator Level 5	xxxxx	36.56
Wheel Lathe Operator Level 4	xxxxx	31.03
Team Leader Level 4 - Trades	44384	42.69
Team Leader Level 3 - Trades	44383	38.31
Team Leader Level 2 - Trades	44382	35.48
Team Leader Level 1 - Trades	44380	32.01
Level 6	42450	39.22
Level 5	42440	36.56
Level 4	42430	31.03
Level 3	42420	28.04
Level 2	42410	26.15
Level 1	42400	23.96
Entry	42390	20.17
Designation	Pay Code	MECA Rate As at 03/07/21
<b>Apprentices</b>		
Over 251 Credits	43060	28.06
201-250 Credits	43050	26.63
151-200 Credits	43040	24.24
101-150 Credits	43030	22.02
51-100 Credits	43020	18.88
0-50 Credits	43010	17.00

- b. **Pay Scale 2:** Amend the list of employees paid under pay scale 2 in clause 37 to remove Train Operator as no longer applicable.



- c. **Pay Scale 4:** Changing progression criteria and adding in Inventory Coordinator roles as per below

Designation	Pay Code	MECA Rate As at 03/07/21
Senior Team Leader Stores	42382	35.47
Team Leader Stores	42380	32.01
Progression: Progression based on service completion every 24 months.		
Designation	Pay Code	MECA Rate As at 03/07/21
Senior Storeperson	46190	26.16
Storeperson	44090	24.22
Entry Storeperson (Commencement)	44080	22.59
Progression: Progression based on service completion every 24 months.		
Designation	Pay Code	MECA Rate As at 03/07/21
Senior Inventory Co-ordinator	xxxxx	36.26
Inventory Co-ordinator	xxxxx	34.32
Entry Inventory Co-ordinator (Commencement)	49008	32.69
Progression: Progression based on service completion every 24 months.		

- d. **Pay Scale 5:** In the current MECA, the highest claimable rate from the 'Trade Certification' table is the \$4.39 for having an NZDE Final certificate. By adding the \$4.39 to the Engineer levels, this ensures nobody will be out of pocket from the proposal to delete the Trade Certification schedule.

Amend Engineering Designation descriptions in pay scale 5 in clause 37 as shown in table below to the following:

Entry Engineer – amend from “NZQA level 5 or below” to “NZQA level 6”

Engineer - Level 2 – amend to add “NZQA Level 7”

Engineer - Level 3 – amend to add “NZQA Level 8”

Progression – amend clause as shown in table below to read “Commencement rate depending on Qualifications will be up to Level 3. Progression based on service completion every 24 months or on gaining relevant NZQA level qualification”

2



Designation	Pay Code	MECA Rate As at 03/07/21
Senior Engineer	44300	50.51
Engineer – Level 6	44290	49.05
Engineer – Level 5	44280	47.63
Engineer – Level 4	44270	46.27
Engineer – Level 3 - NZQA Level 8	44260	44.98
Engineer – Level 2 - NZQA Level 7	44250	43.69
Entry Engineer - NZQA Level 6	44240	40.59
Progression: Commencement Rate depending on Qualifications will be up to Level 3. Progression based on service completion every 24 months or on gaining relevant Level of NZQA qualification		

- e. **New Pay Scale 8:** Add a new pay scale into clause 37 for HRC Maintenance Planning and Administration with the following pay scale progression levels:

Designation	Pay Code	MECA Rate As at 03/07/21
Maintenance Planning Level 5	#####	39.24
Maintenance Planning Level 4	#####	38.10
Maintenance Planning Level 3	#####	36.87
Maintenance Planning Level 2	#####	35.78
Maintenance Planning Level 1	#####	34.64
Maintenance Planning Commencement	#####	33.56
Progression: Progression based on service completion every 24 months.		
Designation	Pay Code	MECA Rate As at 03/07/21
Maintenance Data Administrator Level 4	#####	30.49
Maintenance Data Administrator Level 3	#####	29.50
Maintenance Data Administrator Level 2	#####	28.62
Maintenance Data Administrator Level 1	#####	24.74
Maintenance Data Administrator Commencement	#####	26.84
Progression: Progression based on service completion every 24 months.		



**E. Document Administration**

12. For the avoidance of doubt, to the extent they are not modified by any of the provisions above, all other terms and conditions of the MECA 3 July 2019 – 2 July 2022 shall continue in effect and carried forward into the new MECA in their present form.

**F. Ratification**

RMTU will undertake its ballot process as soon as practicably but no later than 31 January 2023. RMTU advise TDW and HRC the results of the ballot to ratify as soon as possible thereafter.

  
\_\_\_\_\_  
For and on behalf of RMTU

  
\_\_\_\_\_  
For and on behalf of TDW

  
\_\_\_\_\_  
For and on behalf of Hyundai Rotem

