



RMTU, Team Global Express Collective Employment Agreement 2024/2025

Introduction

The 2023-2024 Employer Collective Agreement (MECA) expired 30 June 2024. The Union initiated bargaining in accordance with the Employment Relations Act (ERA) legislated timeframe on 1 May 2024. Your RMTU bargaining team has at various times comprised Allan Addison-Saipe (advocate), Jess Mc Donald, Asiiaga Alofa, Wiki Holloway, Matt Meyer, Lyle Broadbelt and assisted by Auckland organisers Shirley Horne and Sean Robertson

The Proposed Settlement

This document sets out the agreed components of the settlement for the renewal of the Team Global Express (NZ National Networks) and Rail & Maritime Transport Union (RMTU) Employer Collective Agreement 2024 (CA) and shall be subject to ratification by RMTU members pursuant to section 51 of the Employment Relations Act 2000.

Preamble

The parties have been bargaining since July 2024 and have agreed the following Terms of Settlement (TOS), which have been prepared for ratification by the affected members of the RMTU.

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

1. Term

The term of the Collective Agreement (CA) has been agreed for 12 months from 1 July 2024 through to 30 June 2025.

2. Wages

4.5% applied to all classifications in the Collective Agreement effective from the first full pay period on after 1 July 2024.

Position	Current Rate	From 1 July 2024
Team Leader	32.14	33.59
Senior Freight Operator	28.90	30.20
Freight Operator Grade 1	26.67	27.87
Freight Operator Grade 2	24.75	25.86
Freight Operator	24.24	25.33
Truck Driver	24.23	25.32

Level	Current Rate	From 1 July 2024
15	37.26	38.94
14	36.12	37.75
13	34.98	36.55
12	33.86	35.38
11	32.83	34.31
10	31.82	33.25
9	30.80	32.19
8	29.83	31.17
7	28.91	30.21
6	27.99	29.25
5	27.13	28.35
4	25.26	26.40
3	25.44	26.58
2	24.65	25.76
1	24.18	25.27

Pending successful ratification of the Collective Agreement, the escalation in base wage rates will be back paid for the period between 1 July 2024 and the date of formal ratification of the Collective Agreement. Payment will be made in the first available pay period on or after the date of formal ratification.

3. Allowances

Relevant allowances in the current Collective Agreement are increased by 4.5%, as follows:

Allowance	Clause Reference	Current Rate	From 1 July 2024
Incidentals	13.3	15.52	16.22
Meals & Incidentals		116.70	121.95
Accommodation, Meals & Incidentals		214.33	223.97
Transport	Schedule 1, 1.5(c)	6.80	7.11
Laundry	Schedule 1, 1.5(d)	7.29	7.62
First Aid	Schedule 1, 1.5(f)	0.34	0.36
On-Job Training	Schedule 1, 1.5(g)	3.77	3.94

CLAUSE	ALLOWANCE	2023 RATE	NEW RATE
13.3	Incidentals	15.52	16.22
	Meals + Incidentals	116.70	121.95
	Accom Meals + Incidentals	214.33	223.97
Sch 1, 1.5(c)	Transport	6.80	7.11
Sch 1, 1.5(d)	Laundry	7.29	7.62
Sch 1, 1.5(f)	First Aid	0.34	0.36
Sch 1, 1.5(g)	On-job training	3.77	3.94

4. Penalty Rates and Saturday Work

Delete clause 15.2 of the current Collective Agreement and replace with the following clause:

15.2 Penalty Rates and Saturday Work

(a) Subject to clause 15.2(b), penalty rates apply on the following basis:

Time worked:	Penalty Rate
Any time worked on Saturday that is not an ordinary rostered day:	Time and a half
Any time worked on Sunday:	Double time
Any time worked between 2200-0500 hours Monday to Friday	Time and a quarter

Time worked:	Penalty Rate
Flexi-Shift Premium (clause 14.10)	Time plus 15%

(b) Saturday work:

Where an employee is rostered to work ordinary hours on a Saturday, those hours will be paid at the employee's ordinary base rate of pay for the hours so worked and the penalty rates specified in this clause do not apply.

5. Flexi Shifts

Insert a new clause 14.10 into the current Collective Agreement as follows:

14.10 Flexi-Shifts

An employee may, subject to the conditions of this clause, agree to work their ordinary rostered hours in a pattern of Flexi-Shifts where offered by the company.

- a) An employee may voluntarily agree to be rostered their ordinary hours in two (2) shorter periods within a single work period (a **Flexi-Shift Arrangement**). The two (2) shorter periods will be scheduled within a maximum period of 12 hours.
- b) The working pattern and duration of each shift in a Flexi-Shift Arrangement will be determined having regard to:
 - a. the operational requirements of the particular work location and role performed by the employee;
 - b. the personal circumstances and preferences of the employee;

3. fatigue management, safety and wellbeing matters to ensure that the proposed arrangement is appropriate in all the circumstances; and

4. as far as practicable, will involve equal number of ordinary hours rostered in each constituent shift.

(c) An agreed Flexi-Shift Arrangement will:

1. be specified in writing and signed by both the employee and the employee's manager, and a copy of it will be retained by the parties; and
2. include details on the commencement date, and the rostered ordinary hours on constituent shifts.

(d) Flexi-Shift Arrangements will be the subject of periodic review between the parties to ensure that the arrangement remains suitable for them. Modifications may be agreed between the parties and any such agreement will be recorded per the requirements of clause 14.10(c) above.

(e) In the event either party wish to bring a Flexi-Shift Arrangement to end, a minimum of four (4) weeks' notice applies (which may be reduced by mutual agreement) to ensure appropriate alternative operational arrangements can be made.

(f) All ordinary hours worked under a Flexi-Shift Arrangement will be paid a Flexi-Shift Premium as specified in clause 15.2 of this Agreement.

6. **Requests to work overtime (Clause 15.3)** Clause 15.3 to be deleted and replace by the following clause:

15.3 The Employer expects employees to work a minimum of 80 hours per fortnight but there may be periods where the volume of work increases, and the Employer may request for employees to work additional hours (but not more than 120 hours per fortnight in total by any one employee. The Employer's request for overtime will not be unreasonable. If overtime is worked, it will be paid in accordance with clause 15.1(a).

7. Additional sale of business protections (clauses 7 and 24.8)

7.1 Insert new clause 7.7 in the Collective Agreement as follows:

7.7 The parties have agreed on the processes to be followed by the Employer in any negotiation with a new employer, as well as relevant entitlements, should the Employer be considering a sale, contracting out, or transfer of all or part of its business to a third party. These processes, and relevant entitlements, are set out in clause 24.8 to this Agreement.

7.2 Amend current clause 24.8 of the Collective Agreement by deleting and replacing existing subclauses 24.8(d) and following with the subclauses outlined below:

- (e) During any negotiations, the Employer will encourage the new employer to offer employment to employees covered by this Agreement whose employment may be terminated as a result of the restructuring, on the same or no less favourable terms and conditions of employment, and to treat service as continuous for each employee. The Employer shall consult with the Union in respect of these discussions.
- (f) An employee whose employment with the Employer is to be terminated by reason of a redundancy arising from a restructuring as defined in the preceding clauses 24.8(a) or 24.8(c) shall be entitled to redundancy compensation from the Employer, unless:
 - (ii) the employee is offered employment with the Employer or new employer in the same or substantially similar capacity as that in which the employee was employed by the Employer, or in a capacity that the employee is willing to accept; and
 - (iii) the employee is offered employment with the Employer or new employer on terms and conditions that are the same or no less favourable than the employee's existing terms and conditions with the Employer, including in

relation to any service-related conditions, conditions relating to redundancy, and conditions relating to superannuation benefits; and

- (i) the Employer or new employer has agreed to treat the employee's service as continuous with the new employer.
- (d) The employee shall, where they are offered employment with the new employer that complies with clause 24.8(e) **Error! Reference source not found.** and 0, have a choice as to whether to accept employment with the new employer. If the employee declines the offer of employment with the new employer, then the Employer shall explore alternatives to dismissal (including redeployment and/or relocation under Schedule 3 - Redeployment and Redundancy). In these circumstances the Employer will be under no obligation to provide redundancy compensation but shall provide notice of termination of employment.

8. Interislander Ferry Discount

TGE retains its existing position regarding the RMTUs claim on Interislander Ferry Discounts as outlined below:

Team Global Express will use its best endeavours to secure a discount from Kiwi Rail for interislander ferry travel for our employees. If a discount is secured, we will write to advise our people and the RMTU of the nature of the discount and any relevant terms and conditions applicable to it.

As the decision on whether to provide a discount is solely that of Kiwi Rail, Team Global Express cannot guarantee achievement of any discount.

9. Consultative Committee

The work already advanced in the current Collective Agreement's Consultative Committee arrangement will continue during the life of the new Collective Agreement. Specifically, RMTU claims relating to both Specialty Codes and Transition to Retirement will be progressed in this forum.

10. Review and Update the Collective Agreement

Consequential drafting amendments will be made to give effect to the substantive provisions agreed between the parties as outlined in this Terms of Settlement document.

All other terms and conditions will remain as per the existing Collective Agreement.



Summary

Your negotiating team recommends this proposed settlement is the best offer that can be negotiated and recommends that the membership accept it.

Ratification

The CA is subject to ratification by all the Union's members who will fall within its coverage and who are employed by Team Global Express (NZ National Networks LTD). The proposed settlement shall be rejected if more than 33% of the members reject the settlement by the due date, namely 1700hrs Friday 25th October 2024.

The ballot paper is enclosed with this settlement update.

- If you wish to **reject** the settlement then you need to mark the box "x", add any comments and return the ballot paper in the supplied envelope to the union national office, either by hand, or by placing in a post box so that it is received in the Union National Office by no later than 1700hrs Friday 13th December 2024. Late papers will not be counted.
- If you wish to **accept** the settlement you need to destroy the ballot paper.

The proposed CA 2024 – 2025 and signed Terms of Settlement have been uploaded to the RMTU Website under the Bargaining tab on the left of the home page –

www.rmtunion.org.nz