



Terms of Settlement – 23 September 2024

Terms of Settlement for the Transdev Wellington, Hyundai Rotem and Rail & Maritime Transport Union (RMTU) Multi Employer Collective Agreement 2024-2027

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 2024 (MECA) 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 11 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 Multi Employer Collective Agreement (MECA) has been agreed for 36 months from 3 July 2024 through to 2 July 2027.

2. Wage Increase (clause 37)

- a. Year 1: **4.7%** on all pay scale (wage) rates printed in the expired MECA
- b. Year 2: Annual CPI Indexation as at December 2024 confirmed by GWRC, on year 1 pay scale (wage) rates effective 3 July 2025.
- c. Year 3: Annual CPI Indexation as at December 2025 confirmed by GWRC, on year 2 printed pay scale (wage) rates effective 3 July 2026.

3. Clause 33 Allowances

- a. HRC GPOO allowance to increase to \$5.00 per hour.
- b. All TDW printed allowance rates to increase to the same level as the relevant existing HRC rates in the expired 2022-2024 MECA.

4. Effective Date and Conditions:

- a. Members need to be employed with TDW or HRC at the date of payment to be entitled to all changes arising out of the new MECA.



- b. Backpay will be calculated as the difference between the employee's current printed pay rate and the new pay rate on total gross earnings from 30 June 2024 until paid.
- c. Employers ask the RMTU bargaining team to take this offer to your members and to cease industrial action immediately.
- d. Employers will facilitate an urgent stopwork meeting between the hours of 10.30 am and 1.30 pm as soon as practicable.

5. Record of Agreements and Understandings

a. **Clause 24.1 Overtime**

Add after last bullet point: Except for overtime accepted on a voluntary basis (GEWP) where should the employee accept then be unable to work that GEWP due to sickness, payment for that day will be at ordinary rates, not penal rates. Parties to check this will comply with the Holidays Act, otherwise remove.

All parties agree to seek legal advice on whether the above clause is compliant with the Holidays Act 2003 and if complaint will be implemented, and if not compliant, this clause will be removed.

b. **Clause 26.15 Sick Leave Entitlement Deduction**

Changes to the existing clause as shown in red below:

Sick leave is debited from your entitlement on the basis of one day's deduction for one work period's absence except that any absence of less than four hours in a week for reasons connected with sickness appointments, dental appointments or optical appointments shall be paid as sick leave but shall not be deducted from sick leave entitlement. For appointments, a minimum of 72 hours' notice where possible will be given by employees to facilitate roster adjustments. Confirmation of appointments may be required. Repetitive appointments should be made outside of your work hours where possible.

c. **RMTU Yard Claim**

Remote Control Operator Master Roster increase of 1 FTE to be worked through by Yard Manager and Delegates from a mutually agreed date. TDW will also advertise for two relief Yard Sups.

d. **RMTU Master Roster**

New Master Rosters for Locomotive Engineers, Train Managers, Passenger Operators and Rail Operators to be mutually agreed by Transdev and RMTU within 4 months of ratification date.

e. **Travel Privilege**

Capture in Terms of Settlement confirmation that Cook Strait travel privilege is one free passenger crossing per employee, dependent and nominated per year and one free vehicle crossing; and blackout period is removed for the term of agreement, on the condition we replace clause 33.20.1 with the following:

Employees are entitled to discounted travel at 75% off the Refundable and Flexi Cook Strait Ferry fares and Scenic Rail Travel fares, and excludes Scenic Plus,



Tours and Packages, for your first year and consequent years of continuous employment with the employer.

6. Administrative Changes – no impact on entitlements

Personal Grievance Clause 28.6

- a. Update clause 28.6.1 to show the 12-month timeframe for sexual harassment claims.

Pay Scales

- a. Put all HRC pay scales together and all TDW pay scales together, so it is easy for everyone to identify which applies to which business.
- b. Update duplicated paycodes which since the last MECA, have the same paycode number but different pay rates, and update any changed job titles.
- c. Add the following under clause 37 Pay Schedule:
 - i) Staff appointed to higher paid role: As a minimum, service as a Relief in the appointed role will be prorated for determining increment date in that new role.
- d. Pay Scale 1 Mechanical Engineers
HRC to continue the pay progression pathway workshops with RMTU with a commitment to mutually agreeing a new progression framework within four months of signing. The resulting recommendations will require a variation to the MECA and as such HRC members will need to vote on its inclusion or otherwise.
- e. Pay Scale 2 Locomotive Engineers:
 - i) Change first sentence from "*Employees employed as Locomotive Engineers are paid:*"
 - ii) Reflect accurately that the third bullet point should be part of the second bullet point as both relate to existing staff, not external appointments.
 - iii) Add after last bullet point: An employee previously NZ certified employed in New Zealand as a Locomotive Engineer will have that previous experience considered for determining what pay code they will commence on.
 - iv) Progression to grade 1, 1st year pay code 48475 upon certification and then at the beginning of the relevant service year from certification date.
- f. Pay Scale 3 Metro Operations:
 - i) Change title to *Passenger Services*



- ii) Add: Relief TM receives the Train Manager rate while training for the Relief TM role.
 - iii) Wairarapa Train Managers progression is move to Level 1 (on certification) once certified and then the relevant completed years' service rate using commencement date in role.
 - iv) Passenger Operator progression is completed relevant years' service from commencement date
- g. Pay Scale 6:
- i) Add title *Metro Operations*
 - ii) Add to point 6 Progression for all other roles is completed years of service from commencement in role
- h. PayScale 7: Team Leaders
- i) Move the HRC roles to HRC pay scale so all together.
 - ii) Put progression below, to be consistent with all others.
- f. RIC on call allowance to be included in the MECA (At end of Clause 33.12)
As agreed previously, the RIC on call allowance is to be included in the MECA as an agreed term and condition for that role only.

For and on behalf of RMTU

For and on behalf of TDW

For and on behalf of Hyundai Rotem