



Auckland One Rail & Rail and Maritime Transport Union

Memo	
Ref	Terms of Settlement
Title	Collective Employment Agreement – 1 October 2023

The following represents the final agreed terms of settlement (TOS) for the renewal of the Collective Employment Agreement between Auckland One Rail (AOR) and the Rail and Maritime Transport Union (RMTU). When signed by both parties, these terms will form the basis for the renewal of the expired 2021 Collective Employment Agreement (CA 2021) between AOR and the RMTU.

The RMTU agrees to recommend this settlement offer for ratification to its members under its rules, standing orders and policies.

1. Term of Agreement

The renewed Collective Agreement will be for an 18-month term, from 1 October 2023 to 31 March 2025 (CA 2023).

2. Increase to Paid and Printed Rates and Allowances

AOR agrees to a 6.1% increase to all paid and printed rates and allowances from 1 October 2023. The basis of calculation for the backdating will be each member's base rate between 1 October 2023 and the date of payment of the new rates.

This increase will be back dated to 1 October 2023 and paid to members who are employed by AOR at the date the payment is made, as a lump sum.

The offer includes recognition of Clause 39.3.3 Locomotive Engineer (LE) Weekend Work in this TOS.

3. Locomotive Engineer (LE) Weekend Work

AOR and RMTU agree that clause 39.3.3 of the 2021 Collective Employment Agreement will be deleted and replaced with a clause that provides that any hours worked on a weekend by an LE will be paid at time and a half. (See 7 Additional New Clauses below). The payment of 150% of the employee's relevant rate for weekend work undertaken over the cap of 42%, as per clause 39.3.3, will continue to apply until implementation of the next Level C variation to the roster.

In addition, new LE rostering rules for weekend work will be added to the Rail Operating Manual (ROM) (See Clause 8(a) Further Agreement)

4. Clause 17.3 Quarterly Delegate Forum

The attendees of the Quarterly Delegate Forum listed in Clause 17.3 of the CA 2023 will be expanded to include "and the Auckland Branch Executive."

5. Deletion of Clauses

AOR and RMTU agree to delete the following clauses from the CA 2021, so they do not form terms of



the CA 2023:

- a. Clause 27.21.3 – No payment is made if you are above the normal retiring age.
- b. Clause 23.4.1 – the phrase “Where due to service requirements an employee is required to forgo a rest break, the employee will be paid an additional 10-minutes in lieu, however an employee is not expected to forgo a rest break on a regular basis (i.e. more than twice a week). Where this occurs the employee should bring the issue to the attention of their Line Manager for resolution”.

6. Amended Clause

AOR and RMTU agree to amend the following clause to the CA 2023:

Clause 27.17 – The reference to 4-weeks in this clause shall be changed to 8-weeks.

Clause 16.3.3 (15.3.3) – Participation in the affairs of the Union, including the RMTU National Conference, National Management Committee and any other purposes agreed General Secretary RMTU & GM People & Culture AOR agree. Any leave taken under this clause will be calculated at the rate of one day per year per 25 union members.

7. Addition of New Clauses to CA

AOR and RMTU agree to add the following clauses to the CA 2023:

- a. Clause 23.2.11 Shift swap: An employee may agree to swap a rostered shift with another employee provided it is cost neutral and is consistent with the rostering guidelines for that area of the business. For this reason, shift swaps are subject to final approval of that employee’s team leader, manager, or roster planning.
- b. Clause 26.16.3 If an employee is unable to return to work after their RMO appointment, due to circumstances outside their control, they must contact their line manager or supervisor as soon as possible so that alternative cover can be arranged.
- c. Clause 24.3 The following will apply to Locomotive Engineers from the implementation of the next Level C variation to the roster after the 2023 CA is signed:

Anytime worked on a Saturday (00:00 – 23:59)	Time and a half
Anytime worked on a Sunday (00:00 – 23:59)	Time and a half

- d. Clause 38.4.1 (39.4.1)
Level 5 - After 12 years’ service as a TM \$36.71
- e. Clause 38.4.2 (39.4.2)
Progression to Level 5 – Train Manager pay scale progression.

After 12 years as a TM, on successful completion of two consecutive safety observations with no ‘not acceptable’ noted prior to the level increase and upon completion of the required NZQA Qualification for the role, an employee will qualify to progress to the next Level unless at the time there exists any unresolved performance issues including any pending performance concerns or outstanding written warnings in relation to matters including attendance, OH&S issues, pay in re-conciliation or other performance issues.



- f. Clause 41.2
 - Crew Coordinator Grade 2 \$37.97
 - Crew Coordinator Grade 3 \$39.17

8. Further Agreement

AOR and RMTU agree further:

- a. Rostering rules to be added to the Rail Operating Manual

The Depot Master roster will be constructed such that it will contain the following:

- i. One paired weekend being a Saturday and Sunday on average every 4 weeks; and
 - ii. One paired RDO that includes a Saturday or a Sunday or both on average every 4 weeks.
 - iii. The allocation of paired weekends for Minder Drivers who are allocated work on a Depot Training Master Roster will be excluded from this clause as participation in these links is voluntary.
 - iv. Relief links will be calculated as rostered. If they are constructed such that worked days cover weekends these will be regarded as being available to cover weekend work and be calculated as weekends worked for the clause. If they are constructed such that worked days are Monday-Friday these will be regarded as available for weekday work only and calculated as weekend RDOs for the clause.
 - v. For clarity, for a day to be regarded as an RDO, it must not have a shift commencing on that day.
- b. Digital Marketplace: AOR are aware that our employees frequently wish to swap or alter the shifts they have on their master roster. AOR would like to work with the RMTU to develop a digital marketplace for all those on shift work to easily swap weekday and weekend RDO's within a framework of all swaps being local rules compliant and cost neutral. This is to enable employees to have some influence over their working days and an ability to better match them to their lifestyle needs.
 - c. That for the term of the CA 2023 a shift will be a single shift, and not a shift that includes multiple work periods, or 'split shifts.
 - d. AOR will comply with clause 59B of the Employment Relations Act and will not pass on the CA conditions to employees who are not members of the RMTU.
 - e. AOR will add the following clause to its Recruitment Policy:

An employee may be offered a secondment or temporary assignment to another business unit of AOR for such period as mutually agreed. Opportunities for secondments may arise due to special projects, the introduction of new mechanisms or methods, the development of new systems or practices, cover for extended leave (e.g., parental leave), or the transfer of knowledge and skills to another business unit. Secondments provide the employee with an opportunity to develop new skills and understanding. Where the secondment is to cover a vacancy, AOR will take steps to recruit a permanent employee within 3-months of the vacancy arising.
 - f. The attached walk time process will be utilised (see Appendix A)



- g. The attached end of year allocation of work for block of line process will be utilised (see Appendix B)
- h. To establish a joint working group to review the workload for the employees who work in the Auckland One Rail Train Operations Centre. The work of the joint working group will be completed within a 6-week period from the date of commencement, such date to be mutually agreed between the parties. Any meetings required to complete this work will be arranged with sufficient notice and subject to operational requirements so as to cause minimum disruption to scheduled workflows and the customers' needs. In the event that either party does not accept the outcome then further discussions will be undertaken with the assistance of the Mediation Service.
- i. To complete the work currently underway by the joint working party to on the revision of the Rail Operating Manual. The work of this joint working group will be completed within a 2-month period, from the date the parties agree to resume this work. Any meetings required to complete this work will be arranged with sufficient notice and subject to operational requirements so as to cause minimum disruption to scheduled workflows and the customers' needs.
- j. AOR We can offer paid leave for union purposes, based on the following guidelines:
 - i. Leave to be calculated on the basis of one day per 25 union members.
 - ii. Leave used for RMTU National conference, NMC matters, and any other purposes agreed between General Secretary RMTU & GM People & Culture AOR.
 - iii. Any leave requiring absence needs to be connected with an issue affecting AOR. The delegate released for this purpose will use best endeavours to provide an update on learnings at the next Quarterly Strategic Forum.
 - iv. Need to apply 21 days in advance, including the relevant dates and the reasons for the leave.
 - v. This leave is not for ERE Leave, consultation, CA negs, roster rep tasks

Signed on behalf of Auckland One Rail

Date 10/07/2024

Signed on behalf of the Rail and Maritime Transport Union

Date 10 | 7 | 24

The draft AOR / RMTU Collective Agreement 2023 – 2025 with tracked changes can be found on the RMTU website www.rmtunion.org.nz under the “Bargaining” tab.