



Auckland One Rail Limited and Rail and Maritime Transport Union

Collective Agreement

1 April 2025 – 31 March 2027



Table of Contents

1	Term	7
2	Introduction	7
3	Statement of Intent	7
4	Working Together	7
5	Good Employment Principles	7
6	Administrative Procedures	8
7	Coverage	8
8	Parties	8
9	Subsequent Employer Parties to this Agreement	8
10	Representation	9
11	Employment Philosophy	9
12	Employee Participation Agreement	9
13	Resolution of Employment Problems	10
14	Consultation	10
15	Joint Commitment to Training	10
16	Workplace Delegate Rights	11
17	Union Leave and Training	11
18	Union Relationship Forums	11

ALL
2

18.1	Monthly Delegate Meetings.....	12
18.2	Monthly RMTU/AOR Management Meetings	12
18.3	Quarterly Delegate Forum.....	12
18.4	Quarterly Strategic Forum.....	12
18.5	Joint Consultative Committee	12
19	New Zealand Railways Staff Welfare Trust.....	13
20	Staff Support	13
21	Equal Employment Opportunities Network.....	13
22	Health and Safety Management	13
22.1	Commitment to Excellent Health and Safety Management.....	13
22.2	Promotion of Health and Safety	13
22.3	Rehabilitation	13
22.4	Employer and Employee Obligations	14
22.5	Drugs, Medication and Alcohol	14
23	New Employees	15
23.1	Employer Duties in Relation to New Employees who Fall within the Coverage of the Collective Agreement:	15
24	Hours of Work.....	15
24.1	Mutual Objective	15
24.2	Definitions.....	15
24.3	Hours of Work Parameters	16
24.4	Planned Days and Hours.....	16
24.5	Planned Change.....	17
24.6	Planned Short Term Change.....	17
24.7	Short Notice Change.....	17
25	Overtime and Call Backs	18
25.1	Overtime	18
25.2	Penalty Rates	18
25.3	Allocation of Night and Weekend Work	18
25.4	Call Backs	18
25.5	Rest Periods.....	18
26	Public Holidays	19




26.1	Recognised Public Holidays	19
26.2	Observation of Public Holidays	19
26.3	Off Work at Public Holidays	19
26.4	At Work on Public Holidays	19
26.5	Public Holidays – Alternative Day	20
26.6	Call Backs on Public Holidays	20
27	Leave	20
27.1	Annual Leave	20
27.2	Annual Leave Entitlements	20
27.3	Shift Workers	20
27.4	Requests for Leave.....	20
27.5	Accrued Annual Leave	21
27.6	How Leave is Paid	21
27.7	Annual Close Down	21
27.8	Parental Leave	21
27.9	Long Service Leave	22
27.10	Jury Service	22
27.11	Unpaid Leave	22
27.12	Sick Leave	22
27.13	Accident Compensation Pay	23
27.14	Health Assessment.....	23
27.15	Domestic Violence Leave.....	23
27.16	Safety Critical Occupations	23
27.17	Bereavement Leave / Tangihanga Leave	23
27.18	Retirement Leave	24
28	Ending Employment	24
28.1	Resignation	24
28.2	Dismissal.....	25
28.3	Termination for Incapacity.....	25
28.4	Death and Disablement	25
28.5	Certificate of Service	25
28.6	Retirement.....	25
28.7	Voluntary Phased Retirement:.....	26
28.8	Abandonment of Employment.....	26
28.9	Redeployment, Redundancy and Employment Protection	26
28.10	Restructuring of the business	27
28.11	Redundancy Compensation (new employer)	27
28.12	Offer of employment with new employer.....	27

dm
2

28.13	Redundancy Compensation (providing services)	27
28.14	Consultation	27
28.15	Selection for redundancy	27
28.16	Effecting Redundancy	28
28.17	Alternative Employment	28
28.18	Offers of redeployment and/or relocation	28
28.19	Redeployment	28
28.20	Redundancy	28
28.21	Redundancy Payment	28
28.22	Scale 1 (Employees engaged before 6 April 1990)	29
29	Resolution of Employment Relationship Problems	30
29.1	Suspension	30
29.2	Tell your Manager First	30
29.3	Mediation Services	30
29.4	Employment Relations Authority	30
29.5	Representation	30
29.6	Personal Grievances	31
30	Contracting Out, Outsourcing or Sale	31
31	Trainers to have option to Return to Core Duties	32
32	Service and Continuous Service	32
33	Non-Permanent Workers	32
33.1	Fixed Term Employees	32
33.2	Casual Employees	32
34	Other Contractual Matters	33
34.1	Indemnity	33
34.2	Debts	33
34.3	Notification of Criminal Convictions	33
34.4	Change During Currency	33
34.5	Reimbursement of Expenses	34
34.6	Provision of Meals in the case of emergency work or derailments	34
35	Allowances	34
35.1	Accommodation and Meal Allowances	34
35.2	On Job Training (OJT) Allowance	35

35.3	Tea and Coffee	35
35.4	Safety Footwear	35
35.5	Transport	35
35.6	Laundry	36
35.7	Relocation Allowance.....	36
35.8	Relocation Benefits	37
35.9	Travel Privileges	37
35.17	Use of Employee Vehicles	Error! Bookmark not defined.
35.18	Payment of travel allowances.....	Error! Bookmark not defined.
36	Salary Option	39
37	Pay & Allowances.....	40
37.1	Increase to Paid and Printed Rates and Allowances	40
38	Higher Duties Allowance	40
39	Pay Schedules	40
39.1	KiwiSaver	40
39.2	Skill Based Pay	40
39.3	Clerical, Administrative, Supervisory, Professional & Technical Employees	41
39.4	Locomotive Running Employees	42
39.5	Train Managers	42
39.6	Customer Service Team Leader (CSTL)	44
39.7	Customer Service Ambassador (CSA).....	45
39.8	Trainers	45
40	Facilities	46
40.1	Progression through the following roles is outlined below:.....	46
40.2	Operations Supervisor	46
40.3	Wiri Control Supervisor	47
41	Train Operations Centre (TOC).....	47
41.1	Progression through the following roles is outlined below.	47
41.2	Crew Coordinators	48
41.3	Service Coordinators	48
41.4	Fleet Controllers	48



1 Term

This agreement will come into force on the 1st April 2025 and will expire on the 31st March 2027.

2 Introduction

- 2.1 A successful business is the result of teamwork and people working together in a spirit of partnership. Auckland One Rail (AOR) and the Rail and Maritime Transport Union (RMTU) record their commitment to customer service as the most effective way of building a more successful business and recognise that an employment relationship based on trust, goodwill and mutual respect is the best way of achieving this goal.
- 2.2 AOR recognises that its main resource is its skilled staff. To ensure that AOR strengthens and improves its place in the competitive market, it is important to sustain and develop the people who work within the Company.
- 2.3 The parties recognise that the business objectives of AOR may depend on its contractual requirements, client needs and customer service undertakings. To this end the parties undertake to ensure that such requirements, needs and undertakings will be respected and recognised in the negotiation and on-going application of this Collective Agreement

3 Statement of Intent

- 3.1 The Collective Agreement is based on and inspired by:
- Working together
 - Good employment principles

4 Working Together

- 4.1 AOR and the RMTU are developing a cooperative relationship to achieve union and business successes, and agree to:
- Conduct all dealings in good faith.
 - Maintain open and regular communication to keep each other informed on any issues of significance.
 - Problem solve issues of concern promptly.
 - Reach decisions on projects by consensus, where possible, and respect each other's right to disagree.
 - Share any information that is relevant to the other party, except where there is a specific prohibition.
- 4.2 AOR and RMTU representatives will meet to problem solve any issues arising from this Collective Agreement and to review and develop information required to support the Collective Agreement.
- 4.3 AOR and RMTU recognise that the final drafting of this document from the previous Collective Agreement may have resulted in errors or omissions which, if not correct, may have altered the party's actual agreement. Where errors or omissions of this type are identified, the parties agree to review the previous document and work in good faith to agree on a solution.

5 Good Employment Principles

- 5.1 AOR and the Rail and Maritime Transport Union will be fair and reasonable with one another in our dealings and accept personal responsibility for our actions.



6 Administrative Procedures

- 6.1 The provisions of the Rail Operating Manual, which includes safety standards for operating trains on the rail corridor, will apply to staff employed on this Collective Agreement. This is on the basis that any proposal to amend any provision in the employers Rail Operating Manual will be considered on its merits and any opposition advanced is reasoned and logical.

7 Coverage

- 7.1 This Collective Agreement applies to all employees of the employer parties to this agreement who are or become members of the Rail and Maritime Transport Union except for the following:
- Managerial positions responsible for recommending and/or approving appointments and dismissals which would otherwise come under the provisions of scale 1; or
 - Policy, sales or managerial support functions; or
 - Human Resource positions.
- 7.2 This Collective Agreement does not apply to employees who were employed under an individual agreement (not being an individual agreement based on an expired collective employment agreement) at the commencement of this Collective Agreement. The employee may however join the Union and the employee may become a party to the Collective Agreement if they fall within the coverage of this collective agreement and the previous individual agreement will not apply.

8 Parties

- 8.1 Union Party to this Agreement
The union party to this Agreement is the Rail and Maritime Transport Union (RMTU or the Union).
- 8.2 Employer Party to this Agreement
The employer party to this agreement is Auckland One Rail Limited ("Employer" or AOR).

9 Subsequent Employer Parties to this Agreement

- 9.1 The parties agree that a new employer may become party to the Agreement after it has been signed if:
- i) The parties agree to the new employer becoming a party to the Agreement, such agreement not to be unreasonably withheld bearing in mind the parties' obligations of good faith and the need to assess each situation on a case-by-case basis; and
 - ii) The work of some or all of the new employer's employees comes within the coverage in clause 7 of this Agreement; and
 - iii) The relevant employees are not bound by another collective agreement in respect of their work for the new employer.
- 9.2 Where the Union notifies the existing parties that a new employer wishes to join the Agreement, the existing parties shall within 15 working days of the notification referred to in this clause advise the Union and the new employer of their agreement or otherwise under clause 9.1(i).
- 9.3 If the existing parties or any of them refuse to agree to the new employer joining as a subsequent party to this Agreement, all existing parties agree to participate in mediation in good faith in an effort to resolve this impasse.
- 9.4 Any such new employer shall comply with Section 56A of the Employment Relations Act 2000 and any amendment to the same, including notifying all parties to the Agreement that the new employer proposes to become a party to this Agreement.
- 9.5 The address to which the notification referred to in the preceding paragraph is to be posted for an



existing party to the Agreement, will be forwarded to Auckland One Rail, QBE Building, 125 Queen Street, Auckland, 1010 and any variation to the same that is notified in writing to the other parties to the Agreement.

- 9.6 This Agreement shall also apply to all employees of any employer who becomes a party to this Agreement by way of the Subsequent Employer Parties Clause, who are or become members of the Union, and who come within the coverage clause in clause 7.1 of this Agreement. The names of such Subsequent Employer Parties shall be recorded on a separate schedule in the Agreement at the time they become a party to the agreement. Such new employees shall be covered by this agreement as agreed between the Union and the new employer or such new schedules as are agreed between the Union and the new employer.

10 Representation

- 10.1 You may authorise the Union or any person to act as your authorised representative in accordance with the Employment Relations Act 2000 (or subsequent legislation). Your RMTU subscriptions will be deducted from your pay.
- 10.2 The RMTU can enter the Employer's premises at any reasonable time, following advice to the site manager, to discuss matters relating to employment.

11 Employment Philosophy

- 11.1 The parties are committed to developing and maintaining a harmonious relationship based on mutual respect. Our objectives include:
- Providing a healthy and safe workplace
 - Being an employer of choice
 - Improving the working environment
 - Providing fair and equitable opportunities to all
 - Increasing the competitiveness of business through customer focus, efficiency and flexibility
 - Encouraging employee participation in the business
 - Recognising employees' contributions and family responsibilities
- 11.2 The parties agree that AOR will become a more effective business if the employees are confident the employment relationship is based on trust, goodwill and mutual respect. We believe well trained employees who are involved in decision making will provide customers with excellent service.
- 11.3 We can meet our customers changing needs more effectively by working together in teams, cooperating, partnering, learning new skills, taking on new tasks and working flexibly.
- 11.4 Skilled staff are our main resource. We will sustain and develop our employees to ensure that they strengthen and improve their place in the market. Employees will have a chance to learn new skills, develop career paths and access higher earning and developmental opportunities.
- 11.5 It is neither possible nor desirable to set rules regarding everything that can happen in a workplace. This Agreement, including its Schedules, set out the general terms and conditions of employment and continues the foundation for our employment relationship.

12 Employee Participation Agreement

The parties support the continuous improvement in workplace health and safety by promoting a cooperative and collaborative approach between the Employer, its employees and the Union. To achieve this, the Employer and the Union jointly promote an Employee Participation Agreement to ensure all workers are provided with the reasonable opportunity to be actively involved in the ongoing management of health and

safety. The Employee Participation Agreement can only be varied by the agreement of both parties.

13 Resolution of Employment Problems

AOR wants your employment to be a positive and rewarding experience, however with the best intentions, differences will arise, and the important thing is they are dealt with promptly, fairly and without recrimination, with the objective of getting on with the job. Any concerns should be raised with your manager in the first instance. Your attention is drawn to Clause 29 – Resolution of Employment Relationship Problems, which addresses the process to be followed in detail.

14 Consultation

- 14.1 We acknowledge that our interests are mutually dependant and that ongoing consultation between us is essential. In particular, the Employer agrees to consult with the RMTU on proposed changes which may affect conditions of employment.
- 14.2 Managers and supervisors will maintain an open-door policy.
- 14.3 Employees and the RMTU are encouraged to provide ongoing feedback on issues of concern. Managers cannot be expected to help fix a problem unless they know that it exists.
- 14.4 As part of this process the Employer will call meetings to discuss important employment related matters and will be open to approaches to discuss issues of concern.
- 14.5 In addition, the RMTU can call for formal paid meetings to discuss employment related matters. The objective in holding these meetings will be to allow employees the opportunity to receive information and discuss issues, while at the same time causing minimum disruption to our customer needs.
- 14.6 Sufficient notice of 14 days (unless otherwise agreed between the parties) will be given so that workflows can be arranged to allow minimum disruption and maximum attendance of the employees involved.
- For this to happen it can mean that:
- Not all employees can attend a single meeting.
 - More than one meeting may have to be held.
 - Any day of the week (i.e. Sunday through to Saturday) may be utilised for the meeting.
- 14.7 Generally these meetings will not total more than four hours in each calendar year.
- 14.8 Many of the current work procedures and administrative instructions relating to these procedures were developed in co-operation with employees or the Union. It is the parties' intention to continue this consultative approach in the development of work procedures in the future.
- 14.9 Subject to clause 14.1, the parties will co-operate in the introduction of new and improved work methods, arrangements, processes, equipment, and technology.

15 Joint Commitment to Training

- 15.1 It is agreed between the RMTU and AOR that all employees should be encouraged to participate in, and accept training opportunities, i.e. NZQA, in-house and OJT to the fullest extent possible.
- 15.2 The parties agree that qualifications enhance the skills of employees and the productivity of the company, and the parties record their belief that a highly skilled and trained workforce is in the best interests of all.

16 Workplace Delegate Rights

- 16.1 AOR will recognise workplace delegates, authorised by the National Office of the RMTU, and agrees to permit such delegates reasonable time to perform their role without any discrimination in their employment, subject to the company's operational requirements.
- 16.2 AOR acknowledges that Union delegates represent and speak on behalf of RMTU members in the workplace.
- 16.3 AOR will allow union delegates reasonable paid time during working hours to:
- 16.3.1 Consult with Union members and officials of the RMTU.
 - 16.3.2 Represent the interests of members to management and at mediation/Employment Relations Authority hearings as necessary and in consultation with the employee's manager.
 - 16.3.3 Participate in the affairs of the union including the RMTU National Conference, National Management Committee and any other purposes that are agreed by the General Secretary RMTU & GM People & Culture AOR. The RMTU's entitlement under this clause 16.3.3 is to one day of leave per 25 RMTU members covered by this Collective Agreement.
- 16.4 Auckland One Rail shall provide Union delegates with reasonable access to existing communication facilities, including use of the email system for Union purposes.

17 Union Leave and Training

- 17.1 An effective consultative and partnership relationship between the parties is dependent upon union representatives at all levels receiving appropriate training and education in their role. Paid leave may be provided for this purpose.
- 17.2 The notification date for RMTU to inform Auckland One Rail of Employment Relations Education Leave (EREL) entitlements will be 1 July each year.

18 Union Relationship Forums

The parties are committed to working proactively together on issues of mutual interests. The parties agree that there will be:

- A framework of meetings to facilitate problem resolution between the parties at a local delegate level (clause 18.1)
- A framework of RMTU/AOR management monthly meetings to facilitate resolving issues that are of concern across a broader group of members and to escalate issues that have not been resolved at delegate level (clause 18.2)
- A framework to facilitate delegate training and for AOR to communicate and share information with delegates (clause 18.3)
- A framework for RMTU/AOR to allow the parties to explore issues of mutual interest; this would include innovation and technological change in a co-operative manner at a more strategic level (clause 18.4)
- A forum where disputes can be raised for mutual resolution, before the parties resort to formal dispute resolution, such as personal grievance claims or referring issues to the Employment Relations Authority for determination.



18.1 Monthly Delegate Meetings

Two delegates representing each of the sectors from the Employers business will be entitled to one paid meeting every fortnight to a maximum of two (2) hours:

- Locomotive Engineers (LE)
- Train Managers (TM)
- Customer Service Ambassadors/Customer Service Team Leaders (CSA/CSTL)
- Train Operation Centre (Crew Coordinators, Station Controllers, Service Coordinators, Fleet Controllers and Roster Coordinator Facilities Staff)

Such meetings are to be arranged with sufficient notice so as to cause minimal disruption to scheduled workflows and the customers' needs.

18.2 Monthly RMTU/AOR Management Meetings

The RMTU Northern Regional Organiser, the Auckland National Management Committee (NMC) member (if employed by AOR), the Auckland RMTU Branch Executives employed by AOR, and AORs COO, GM People & Culture, GM Customer & Community and Employment Relations Manager will meet monthly for up to two (2) hours to resolve any issues that have been raised by either party in a formal agenda.

18.3 Quarterly Delegate Forum

To be held each quarter in conjunction with the Quarterly Strategic Forum to facilitate delegate training by the RMTU and communication and information sharing by the Employer. Attendees include two (2) representatives from each depot, one (1) CSA delegate, one (1) CSTL delegate. TOC and Facilities Staff will be invited to this meeting, plus the Auckland Branch Executive, RMTU Northern Regional Organiser, RMTU Auckland NMC member (if an AOR employee), and the RMTU Auckland Branch Secretary. The meeting is formatted for the first half of the day as RMTU only, and AOR representatives and or invited guests for the second half of the day. Such meetings are to be arranged with sufficient notice so as to cause minimum disruption to scheduled workflows and our customers' needs.

18.4 Quarterly Strategic Forum

To be held each quarter in conjunction with Quarterly Delegate Day Forums. These forums are for either party to introduce concepts that are of interest to the Rail Industry, including technological change, new work streams, work methods or similar innovations. It is intended to establish working relationships built on mutual trust and understanding. Attendees include:

- RMTU Auckland Branch Executive employees of AOR,
- RMTU Northern Regional Organiser,
- One RMTU Delegate from each sector,
- The RMTU Auckland NMC member (if employed by AOR),
- The RMTU General Secretary and invited guests,
- AOR Senior Leaders
- Managers from the appropriate sectors and invited guests either inside the Company or Rail Industry SME's as appropriate

18.5 Joint Consultative Committee

This Committee (JCC) meets as required to try to resolve issues informally, prior to either party raising a formal Personal Grievance or seeking a determination from the Employment Relations Authority.

The JCC consists of the CEO, COO and General Manager of People & Culture of AOR, the RMTU Northern Regional Organiser, the RMTU NMC member (if employed by AOR) and the RMTU Auckland Branch Secretary. Other parties who are appropriate to the dispute will be invited to attend. It is intended that this is a small group who will attempt to resolve any major issue prior to a formal dispute being raised.

19 New Zealand Railways Staff Welfare Trust

- 19.1 Unless you have been previously exempted, or work less than 40 hours per fortnight, are a casual employee, or if you have fixed term employment for 12 months or less, you will be a member of the New Zealand Railways Staff Welfare Trust and have subscriptions deducted from your pay.
- 19.2 AOR Auckland agrees to sponsor the New Zealand Railways Staff Welfare Trust and pay the prescribed levy per member per pay period.

20 Staff Support

You shall have access to the following:

- Employee Assistance Programme
- Health, Injury and Wellbeing Management Programme
- NZR Staff Welfare Trust

21 Equal Employment Opportunities Network

As part of its EEO programme, the Employer assists interested employees in the setting up and operating of equal employment opportunities networks such as the Māori Network, Te Kupenga Mahi, and a Gay and Lesbian Support Group.

22 Health and Safety Management

22.1 Commitment to Excellent Health and Safety Management

- 22.1.1 The parties to this agreement are committed to achieving excellence in health and safety management in the workplace.
- 22.1.2 To achieve this common goal of zero workplace accidents and illnesses the parties commit to work together in a spirit of good faith.
- 22.1.3 As a minimum standard, the parties agree to comply with the Health and Safety at Work Act 2015 and all regulations and codes of practice, and guidelines made pursuant to this Act (and any subsequent amendments) as well as any other legislation relevant to health and safety in the workplace.

22.2 Promotion of Health and Safety

The parties accept that the promotion of good health and safety practice is preferable to dealing with accidents and illnesses.

22.3 Rehabilitation

The parties accept that agreed and sustainable rehabilitation is important in ensuring any injured person returns to work. To achieve this, the Employer and the Union jointly promote an injury management programme to assist employees in returning to work following any accident or illness, whether work related or otherwise. The injury management programme protocol is as laid out in the Health, Injury and Wellbeing Management Programme, and can only be varied by the agreement of both parties.

22.4 Employer and Employee Obligations

EMPLOYER OBLIGATIONS	EMPLOYEE OBLIGATIONS
1. Provide and maintain a safe work environment.	1. Ensure your own actions or inactions do not cause harm to yourself or others.
2. Ensure all known hazards are assessed and controlled.	2. Prompt reporting and active participation in assessment of all identified hazards.
3. Promptly deal with any health and safety issues that are brought to its attention.	3. Report any hazards, accidents, substandard conditions or near hits you come across in the course of your work to your supervisor and participate actively to assess any risk.
4. Train all employees in safe working practice and in usage of machinery.	4. Comply with all health and safety instructions and the Employer operating codes.
5. Provide all necessary safety equipment / medical equipment and personal protective equipment for employees.	5. Wear all safety equipment and personal protective equipment.
6. Provide emergency procedures for all employees and workplaces.	6. Be aware of and comply with emergency procedures.
7. Consult with its employees on all matters to do with health and safety.	7. Actively participate with your local workgroup on all matters to do with health and safety.
8. Ensure there are adequate procedures and policies in place so that its employees are not harmed by the work of contractors or third parties that may be working on the rail corridor.	8. Alert your manager to any hazard associated with the work of contractors or any third parties.
9. Ensure that any accident is promptly investigated so that it can be learnt from and it can be avoided from reoccurring.	9. Participate in any incident re-enactment and/or review with your manager at a mutually agreed time.
10. Ensure all health and safety representatives receive adequate training and time to enable them to perform their duties competently.	10. Actively participate in all health and safety training and initiatives.
11. Disclose information and reports relating to health and safety issues that are brought to its attention and deal with such issues promptly.	

22.5 Drugs, Medication and Alcohol

22.5.1 You should advise your manager of any drugs or medication you are taking which are likely to affect your ability to work safely.

22.5.2 In some situations the Employer may require you to undergo non-intrusive drug and alcohol tests (e.g. breath, saliva and urine). These tests will be conducted by a trained professional and will satisfy all criteria necessary for safe and accurate testing. The situations in which testing may occur are:

- In situations of internal transfer or promotion from a non-safety critical position to a safety critical position and in situations of promotion between safety critical positions.
- Where you have been involved in a serious accident or serious operating incident where your actions may have contributed to the accident/incident.

- Where it is believed on reasonable grounds that that you have been or are about to start work under the influence of alcohol or drugs.
 - As part of a random drug and alcohol testing regime.
- 22.5.3 In deciding whether to conduct a test and on any course of action following a positive test result the employer will have regard where appropriate to its Employee Assistance Programme.
- 22.5.4 Where a positive reading is returned, a review shall be conducted before any decision is made.

23 New Employees

The terms and conditions of this Collective Agreement apply to all new employees whose work falls within the coverage clause for the first 30 days of their employment, in addition to any other terms and conditions the employer and the new employee have mutually agreed upon provided that those terms and conditions are not inconsistent with the terms and conditions of this Collective Agreement.

23.1 Employer Duties in Relation to New Employees who Fall within the Coverage of the Collective Agreement:

The employer agrees to take the following steps upon engagement:

- Provide them with a copy of this collective agreement
- Inform them that this collective agreement applies to the new employee for the first 30 days of their employment, and beyond if they choose to join the Rail and Maritime Transport Union; and
- Inform them that if the new employee joins the Rail and Maritime Transport Union they will have all the rights, benefits and obligations of the terms and conditions of this collective agreement; and
- Ask the employee if they wish the employer to advise the Union that they have entered into an individual employment agreement; and
- If the new employee and the employer have mutually agreed on additional terms and conditions of employment, then the employer must seek the new employee's agreement to advise the Rail and Maritime Transport Union of the fact that the new employee and the employer have agreed on additional terms.

24 Hours of Work

24.1 Mutual Objective

Our mutual objective in setting the hours and days that are worked is to provide as much stability as practicable and yet be adaptable to the changing needs of our customers, whether these are on a planned basis, temporarily or at short notice. This requires a balance between meeting customer needs, efficiency and respect for an individual's personal and family commitments.

24.2 Definitions

- 24.2.1 **Present Hours:** Your normal hours and days of work at the start of this agreement are those that applied immediately before the start of this agreement.
- 24.2.2 **Full Time Employee:** An employee who is available to work up to 80 ordinary hours a fortnight.
- 24.2.3 **Shift Worker:** An employee who works on a rotating roster, where at least 40% of the work periods on the roster include hours falling between 2000 and 0600 or other employee who works more than 40% of their hours between 2000 and 0600.
- 24.2.4 **Part Time Employee:** An employee who normally works less than 75 hours a fortnight.
- 24.2.5 **Roster Work Periods:** If you work on a roster your work periods will be posted at least 10 days before you are required to commence them.

- 24.2.6 **Work Period:** A normal “days’ work” including a shift within a roster. A “tack on” involving a later finish or earlier start is part of the work periods.
- 24.2.7 **Tack Ons:** Tack-ons are paid as extra work periods if employees work a rostered shift on the second Saturday of the fortnight and the total hours (including paid leave but excluding extra work periods) exceed 80. This does not apply to Train Controllers, Locomotive Running employees or part time employees.
- 24.2.8 **Call Back:** A call back is a return to work after the end of a work period to perform an extra or unscheduled task. Working all or part of a scheduled work period during time off, for instance because of the absence of another employee, will not be call back. A call back ceases at the time the next work period begins.
- 24.2.9 **Locomotive Running:** An employee paid under Locomotive Running Pay scale in the Auckland One Rail Locomotive Running Pay scale.
- 24.2.10 **Relevant Daily Pay:** has the meaning given to it by the Holidays Act 2003 (or subsequent legislation). In this Act, unless the context otherwise requires, “relevant daily pay”, for the purposes of calculating payment for a public holiday, alternative holiday, sick leave, domestic violence leave or bereavement leave, means the amount of pay that the employee would have received had the employee worked on the day concerned; and includes:
- Productivity or incentive-based payments (including commission) if those payments would have otherwise been received on the day concerned;
 - Payments for overtime if those payments would have otherwise been received on the day concerned;
 - The cash value of any board or lodgings provided by the employer to the employee;
 - Allowances paid in accordance with the provisions of this Collective Agreement with the exception of strict reimbursing allowances.
- 24.2.11 **Shift swap:** An employee may agree to swap a rostered shift with another employee provided it is cost neutral, compliant, 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.

24.3 Hours of Work Parameters

24.3.1 The following are the hours of work parameters to promote health and safety in the workplace.

	Desired	Absolute
Maximum work period (exceptions listed below):	12 hours	14 hours
Rest between work periods:	12 hours	10 hours
Number of consecutive work periods before an off duty day	10 days	12 days

24.3.2 The absolute maximum work periods for Locomotive Engineers are:

Locomotive Engineers	
- work periods with a commencement time from 0601 to 1400 hours:	11½ hours
- all other work period commencement times:	11 hours

24.4 Planned Days and Hours

24.4.1 Staff other than Locomotive Engineers

The normal practice in planning days and hours will be to keep them at about 80 hours (generally 76 – 83 hours) on up to 10 work periods in the fortnight. If it is more practicable there may be more than 10 planned work periods, but the extras are paid as overtime (the Saturday or Sunday work periods will in this case be the overtime).

There will be at least a desired 12 hour but absolute 10 hours between rostered work periods.

In general, meal breaks will be for at least 30 minutes and up to 60 minutes,

- Generally, meal breaks will be between 3 to 5 hours from the start of the work period.
- Where meal breaks are at fixed times these are unpaid.
- Where meal breaks are paid these will generally not exceed 30 minutes in duration.

In general, rest breaks will be for 10 minutes (taken in reasonable facilities (includes hot water and toilet access) or as otherwise agreed)

- One rest break must be scheduled between 1 and 3 hours away from the meal break.
- The other rest break may be scheduled at any time during the shift to a maximum of 4 hours 45 minutes from the start or finish of the shift, including attached to a meal break or at the start or end of the shift.
- While rest breaks will be taken as scheduled, as part of the employee's roster, it is accepted that from time to time it may be necessary to alter the timing of such breaks during the shift to ensure efficient delivery of services on any day

24.4.2 Locomotive Engineers

- The normal practice in planning days and hours will be to keep them at about 80 hours on up to 10 work periods in the fortnight. If it is more practicable there may be more than 10 planned work periods, but the extras are paid as overtime (the Saturday or Sunday work periods will in this case be the overtime).
- In general meal breaks will be for at least 30 minutes and up to 60 minutes, and rest breaks will be for 10 minutes.
- Generally, meal breaks will be at the mid-point and rest breaks will be at the quarter and three quarter points of the work period.
- Where meal breaks are at fixed times these are unpaid.
- Where meal breaks are paid these will not exceed 30 minutes in duration.
- There will be at least 11 hours between planned work periods.

24.5 Planned Change

In setting the planned hours or days, AOR will give employees as much notice as possible of a proposal to change them.

- AOR will genuinely consult with the employees or the RMTU, in accordance with the administrative instructions (e.g. the Rail Operating Manual) applicable to your work area, which are developed in consultation with the RMTU from time to time and make every attempt to accommodate your family commitments in accordance with clause 24.1 & 24.3. The parties will make a genuine attempt to reach agreement on any proposed change to the hours or days of work, however:
- Although agreement is the preferred option, where agreement is not reached then providing that a minimum of 14 days' notice is given, AOR will then implement the proposed changes.

24.6 Planned Short Term Change

If there is capital and/or major maintenance work which is planned to take place on days other than your normal days of work you may be asked whether you will agree to change your normal days to work on these days. In normal circumstances you will be given at least 4 weeks' notice and will receive any penal rates that are applicable to you on those days that you do work. No change to your days of work will be made for short term planned tasks without your agreement.

24.7 Short Notice Change

- 24.7.1 When a change is needed to the planned hours or days of the fortnight that have already been arranged, you will be given as much notice as circumstances permit and consulted where this is possible. We will respect each other's needs and commitments and will make practical adaptations if this is desirable and necessary. Except where there is no reasonable alternative available, short

notice change will be made by mutual agreement. The planned hours and days for the balance of the fortnight will not be reduced as a result of the change (unless you so agree).

- 24.7.2 If you wish a change in your planned hours or days of the fortnight you should also give as much notice as circumstances permit, and the employer will endeavour to meet your needs. Examples are exchanges of work periods and unplanned annual leave.

25 Overtime and Call Backs

25.1 Overtime

25.1.1 Overtime is paid for at a rate of time and a half on the following basis:

- hours in excess of 80 per fortnight
- extra work periods above 10 (or if you are a full time employee,
- any extra work period is where you are rostered to work less than 10 work periods a fortnight)

25.1.2 This excludes Locomotive Running Employees.

25.2 Penalty Rates

25.2.1 The following does not apply to Locomotive Running Employees:

Any time worked on Saturday:	Time and a half
Any time worked on Sunday:	Double time
Any time worked between 2000 – 0600 hours Monday to Friday	Time and a quarter

25.2.2 Where the time you work qualifies for more than one of the overtime or penalty rates specified above only the higher rate shall apply.

25.2.3 The following will apply to Locomotive Engineers from the implementation of the next Level C variation to the roster after the 2023 Collective Agreement is ratified:

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

25.3 Allocation of Night and Weekend Work

The allocation of night or weekend work among employees covered by this Collective Agreement shall be fair and equitable. The manager shall not have regard to the penal rate applicable to individuals.

25.4 Call Backs

Shift workers will not be called back during 10 hour breaks between work periods.

25.5 Rest Periods

Call backs tend to alter the sleep pattern and are likely to affect your safe and effective performance during the next work period. Your manager may give you paid time off. In any event:

- If there are fewer than 10 continuous hours off between work periods, your manager will allow you time off to make up the 10 hours without deduction from pay; or
- If there is a call back which breaks the period between 2300 and 0530 hours your manager will allow you equivalent time off from the work period due to commence that morning.



26 Public Holidays

26.1 Recognised Public Holidays

The following are recognised as public holidays and shall be granted in accordance with the Holidays Act 2003 (or subsequent legislation).

- Christmas Day
- Boxing Day
- New Year's Day
- The second day of January (or some other day in its place)
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- The birthday of the reigning Sovereign
- Matariki
- Labour Day
- Anniversary Day of the Province (or some other day in its place)

26.2 Observation of Public Holidays

Where Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day or ANZAC Day falls on a Saturday or Sunday, and an employee does not normally work on a Saturday or Sunday, the holiday will be observed on the following Monday or Tuesday. Where these public holidays fall on a Saturday or Sunday, and an employee normally works on a Saturday or Sunday, the holidays will be observed on the days that they fall.

26.3 Off Work at Public Holidays

If you are off work because of the public holiday, you are paid your normal hours at your relevant daily pay which includes any overtime, penalty rates, and allowances that you would have received had you worked on that day.

26.4 At Work on Public Holidays

26.4.1 It is recognised that the employer operates a year-round business and, in some divisions, operate a 24/7 roster operation. As such you may be requested to work on a public holiday if you are rostered to work on that day.

If you work on a public holiday

26.4.2 You will receive double your Relevant Daily Pay (excluding penalty rates) for each hour worked (except for employees on a salary option under clause 36.1, locomotive running employees and casual employees who will be paid time and a half of their Relevant Daily Pay rate (excluding penalty rates) for the hours worked and hours on standby on the public holiday). Penalty rates expressed in clause 25.2.1 will not contribute to Relevant Daily Pay. The parties agree that this provision is more beneficial to the employee than those set out in the Holidays Act 2003 (or subsequent legislation); and

26.4.3 If that day would otherwise be a working day, you will be granted an alternative day off on pay calculated at your Relevant Daily Pay to be taken on a day that is agreed with the Employer, or if agreement cannot be reached then:

If it is within 12 months of the entitlement arising, at a time determined by you, taking into account the Employer's view as to when it is convenient for you to take the day, provided at least 14 days' notice is given by you: or

If 12 months have passed since the entitlement to that alternative holiday arose, then if the parties are unable to reach agreement as to the date on which the employee will take the alternative holiday, the Employer can determine when that alternative holiday is taken, provided at least 14 days' notice is given to you.

26.5 Public Holidays – Alternative Day

- 26.5.1 If you work on a public holiday that falls on a weekday that is not your normal working day you will be granted an alternative day of paid leave.
- 26.5.2 In addition, if a public holiday falls on a weekday that is not your normal working day, and you do not work on that day, you will still be granted an alternative day of paid leave. This clause does not apply to part time or casual employees.

26.6 Call Backs on Public Holidays

If an employee is called back or called into work on a public holiday, the employee will be paid for the hours worked at the applicable public holiday rate and will be paid for the balance of the day (up to a total of 8 hours) at ordinary rates. An alternative day of paid leave will be provided for those instances when one has not already been accrued.

27 Leave

27.1 Annual Leave

The leave year for employees employed prior to 1 April 2004 or who work in a part of the business subject to an annual closedown, is 1 December to 30 November. The leave year for employees employed after 1 April 2004 will commence from their anniversary date.

27.2 Annual Leave Entitlements

- 27.2.1 At the end of each year of employment you will be entitled to four weeks annual leave. Any leave entitlement above four weeks entitled annual leave may be taken in cash with your manager or supervisor's approval. For this leave to be approved, you must have taken a day's annual leave for each day cashed up in the 12-month period before the annual leave cash-ups.
- 27.2.2 Employees will receive an extra week of annual leave after 7 years of service, effective from their next annual leave rollover date after 1st July 2010. Retrospectively, this will not apply to those employees with greater than 7 years of service as at 1st July 2010.

27.3 Shift Workers

If you are a Shift Worker as defined in clause 24.2.3, you will be entitled to an additional week's leave; prorated if you are on shift work for less than a year.

27.4 Requests for Leave

- 27.4.1 You need to take a break from work on a regular basis to relax and to refresh yourself. For this reason, the Employer requires that leave is taken within twelve months of falling due, but in special circumstances the employers may agree to leave being accumulated until a later date. Such agreement should be recorded in writing. Be sure to discuss your holiday preferences with your manager or supervisor so that as far as practicable your wishes can be accommodated. To help with work planning and rostering please give as much notice as possible. It is preferable that leave requirements are known before the work plan or roster is prepared. Your manager or supervisor will promptly let you know whether your leave requests can be met so that you can finalise your own arrangements.
- 27.4.2 AOR has the responsibility for setting leave schedules and where agreement cannot be reached will give you as much notice as possible but in any case, not less than two weeks' notice of annual leave will be given.

27.5 Accrued Annual Leave

In some circumstances you may take accrued annual leave. You will need to request this in writing and will need the approval of your manager or supervisor.

27.6 How Leave is Paid

- 27.6.1 Annual leave for a full pay fortnight is counted as 10 days annual leave. Annual leave is otherwise deducted on the basis of one day for every rostered shift absent. There is no leave deducted, or paid, for absence on rostered extra work periods or other overtime. Part time employees are treated on a pro rata basis.
- 27.6.2 Annual leave will be paid for in accordance with the Holidays Act 2003 (or subsequent legislation) provided that leave carried forward from previous years will be paid at the higher of your average weekly earnings or your ordinary weekly pay at the time you go on leave. Normally you will be paid for annual leave in your normal pay cycle however if you wish it to be paid before taking your annual leave you need to notify payroll at least seven days in advance.

27.7 Annual Close Down

Where all or part of an operation is closed down (Christmas - January) this may be for up to 3 weeks (plus public holidays during the close down) per year. If you are affected you will be given at least two months' notice of the close down. If you have insufficient accrued annual leave, you will be placed on unpaid leave, subject first to the Employer making every effort to find alternative work for you. You may retain up to 5 days per year of leave to be taken at some other time during the year. Notification is deemed to be issuing of the Annual Closedown Notice Memo.

27.8 Parental Leave

- 27.8.1 Parental leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 or successor legislation and its amendments.
- 27.8.2 The Parental Leave and Employment Protection Act 1987 provides that leave may be taken, subject to certain procedures, by both women and men on the occasion of the birth or adoption of a child. The period of leave (paid and unpaid as per Parental Leave and Employment Protection Act 1987 Act) may be up to a maximum of 52 weeks.
- 27.8.3 The Parental Leave and Employment Protection Act 1987 requires that certain notice procedures must be observed, and employees must give notice to the Employer at least three months before the expected date of birth for IRD requirements. (Different periods of notice apply in the case of adoption).
- 27.8.4 Subject to the criteria set out in the Parental Leave and Employment Protection Act 1987, your job will be kept open for you. Full details on those criteria and other information will be provided when you apply for leave.
- 27.8.5 When parental leave is taken the employee will be offered a choice of either:
- a top up, for 6 weeks, of the paid leave provisions of the Parental Leave and Employment Protection Act 1987 (or successor legislation) to an amount equivalent to their Relevant Daily Pay, or
 - paid a grant six months after returning to work.

The amount of the grant to be paid is calculated on the following basis:

- Where a full-time employee's parental leave is for 6 weeks or longer, lump sum payment would be 6 weeks x 40 hours (240 hours) x their current hourly rate.
- Where a full-time employee's parental leave is less than 6 weeks then they will receive a lump sum based on the number of weeks they were off. i.e. if an employee returns to work after 4 weeks, then on their return and after 6 months continuous service that employee will receive 4 weeks x 40 hrs x their hourly rate. An employee who works part time i.e. 20 hours a week would receive a proportionate amount based on the above examples.

- 27.8.6 If you resign to care for pre-school children you will be given preference over external applicants for any vacancy, subject to you having the skills required to fill the vacancy. You should give at least 3 months' notice that re-employment is being sought. The absence from employment does not count as continuous service but will not break continuity. This provision applies for a maximum of 5 years inclusive of any parental leave previously granted.

27.9 Long Service Leave

- 27.9.1 You will be entitled to one period of 4 weeks or two periods of two weeks long service leave after the completion of 20 years' service.
- 27.9.2 Long service leave is to be taken at a mutually convenient time, but in any event during the five years following the date of entitlement.
- 27.9.3 Pay while on long service leave is calculated the same way as annual leave.

27.10 Jury Service

If you are summonsed to jury service, it is important to notify your manager or supervisor as soon as possible. You shall be granted paid leave on each occasion that you are required to do jury service based on your Relevant Daily Pay. You are required to pay the Employer the jury service attendance fees you receive but you may keep any separate travel or parking reimbursement payments. You must return to work as soon as practical on any day that you are excused from serving.

27.11 Unpaid Leave

Leave without pay may be granted at the company's sole discretion. The terms and conditions under which any approved leave without pay is taken will be advised in writing to you by your manager or supervisor.

The company's decision will take into account, but not be limited to, the following issues and provisions:

- The specific circumstances of the application;
- That all current annual, shift and alternative days leave entitlement are taken before the granting of any unpaid leave;
- The impact to the business; and
- Normally, no more than 2 weeks leave without pay will be granted.

27.12 Sick Leave

Employees are entitled to ten days sick leave per annum paid at their Relevant Daily Pay. This is inclusive of and not in addition to the Sick leave entitlements as set out in the Holidays Act 2003.

Sick leave may be taken where:

- The employee is sick or injured; or
- The employee's spouse (including de-facto partner) is sick or injured; or
- A person who depends on the employee for care is sick or injured.

The Employer may require a medical certificate in accordance with the Holidays Act 2003.

The employee is responsible for notifying the Employer of their absence due to illness, injury or

other reasons as early as practicable on the first day of such absence. Such absence for a continuous period of three days or more must be supported by medical certification to be submitted to the Employer.

If necessary, the employee may be entitled to additional sick leave, but this will be wholly at the discretion of the Employer. The following will be considered, along with any other factors the company deems relevant in exercising its discretion. If appropriate, AOR and the Union will discuss the merits of the case:

- All other paid leave entitlements (not pro-rata/accruing leave) are exhausted.
- The reason for the absence is deemed serious by the company after consultation with the Rail Medical Officer or other appropriate Medical Specialist.

- The employee understands and agrees that they will be required to undergo a rehabilitation process as required.
- The payment of additional paid sick leave will be reviewed regularly and may be reduced or ceased at the company's discretion after consultation with the employee and their representative, depending on the circumstances relevant at the time.
- Other options will be reviewed as required.

Unused sick leave is accumulated from year to year.

27.13 Accident Compensation Pay

27.13.1 Where your absence is due to a work accident your accident compensation pay will be supplemented to the sick leave rate without debit to your sick leave entitlement.

27.13.2 Where your absence is due to a non-work accident and you have a sick leave entitlement, your accident compensation pay will be supplemented to the sick leave rate and debited on a proportionate basis to your sick leave entitlement.

27.14 Health Assessment

To obtain an assessment of your health or obtain an opinion about when you will be able to return to work the Employer may, at its expense, require you to undergo a medical examination by a doctor nominated by the Employer after consultation with you. Where practicable, the employee will be offered a choice about which doctor they are assessed by.

27.15 Domestic Violence Leave

Employees are entitled to up to 10 days paid leave in accordance with the Holidays Act 2003.

27.16 Safety Critical Occupations

27.16.1 If you are in a position which has been identified, after consultation with the national office of the RMTU, as being a safety critical occupation, you may be required to undergo a medical examination by a doctor nominated by the employer after consultation with you. This will be at the employer's cost. The examination is to assess your fitness to work in your position and will be at intervals set after consultation with the national office of the RMTU.

27.16.2 The RMTU and AOR will work collectively to review the process for managing medical reviews.

27.16.3 If an employee is unable to return to work after their RMO appointment, due to circumstances outside their control, they must contact their manager or supervisor as soon as possible so that alternative cover can be arranged.

27.17 Bereavement Leave / Tangihanga Leave

27.17.1 Leave is also provided to the greatest extent practicable to allow grieving associated with bereavement, Tangihanga or to pay respects on the death of a close relative. If you need to discharge obligations and/or pay respects to a deceased person with whom you have had a close relationship or association, appropriate leave will also be favourably considered. Such obligations may exist because of family or whanaunga connections or cultural requirements such as attending all or part of a Tangihanga or its equivalent. Such leave will normally be on pay but in some cases the leave, or part of it, may be without pay.

27.17.2 The entitlement to paid bereavement leave is a maximum of 3 days for the death of an immediate family member. You may also be entitled to one days paid bereavement leave on the death of other persons, depending on a range of factors including the closeness of your association with the deceased. These provisions are in accordance with the Holidays Act 2003 (or subsequent legislation). Paid leave shall be calculated on the basis of your relevant daily pay which shall include any overtime and allowances you would have received had you worked on that day.

27.17.3 Please ensure you assist the smooth running of the business by advising your manager or supervisor as early as possible on the first day of absence because of bereavement. Please keep your manager updated as to when you will be returning to work.

27.18 Retirement Leave

Employees who retire at the specified age or who retire earlier than the specified age with the consent of the Employer shall be entitled to paid retiring leave on the following scale:

Years	And Months of Service Leave (working days)					
	0	2	4	6	8	10
Under 10	0	0	0	0	0	0
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20 – 24	65	65	65	65	65	65
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40+	131					

28 Ending Employment

28.1 Resignation

The employee must give a minimum of eight weeks' notice of resignation of employment. However, it can be agreed with the Employer for a lesser period of notice, in the case of resignation.

MM
2

28.2 Dismissal

The Employer must give you eight weeks' notice of dismissal or eight weeks wages will be paid in lieu of such notice. The Employer may dismiss you, without notice, for serious misconduct. A lesser penalty may be proposed as an alternative to dismissal.

28.3 Termination for Incapacity

28.3.1 Your employment may be terminated by the Employer by giving such notice as is appropriate in the circumstances, if, in the view of the employer, you are incapable of the proper performance of your duties as a result of your medical condition. Before the Employer takes any termination action relating to your incapacity, you will undergo a medical examination by a registered medical practitioner (determined after consultation with you) nominated by the Employer and at the expense of the Employer. The Employer will take account of any resulting report or advice from its own and/or your medical practitioner before making a termination decision.

28.3.2 If your employment is terminated for incapacity you will be paid:

Service	Lump Sum Payment
Under 10 years	131 days' pay
10 years and over	261 days' pay

Remaining sick leave entitlement will be added to the lump sum. Retirement leave is not payable.

28.3.3 Clause 28.3.2 does not apply to members of The New Zealand Locomotive Engineers Sickness, Accident and Death Benefit Fund. The following applies instead: if your employment is terminated for incapacity, you will be entitled to retiring leave in accordance with the scale set out in the Retirement Leave Schedule to this agreement, with a minimum of 65 days. Remaining sick leave entitlement will be added to that leave. If the amount payable under this clause (after tax) plus the amount payable by the fund is less than the amount payable under clause 28.3.2 (after tax) then the payments will be supplemented to the equivalent of clause 28.3.2 (after tax).

28.4 Death and Disablement

AOR will arrange insurance cover to provide lump sum benefit payments of \$250,000 on the death of employees (and scaled payments in the event of permanent disability) resulting from at work accidents. The premiums on this policy are to be paid by the employer and the employer receives the benefit payments but agrees to forward all benefit payments received under the policy to the injured employee or in the case of the death of the employee to the employee's estate.

28.5 Certificate of Service

On termination of employment, you will be provided with a certificate of service stating the positions you held and your length of service. Your manager or supervisor may also provide a personal reference.

28.6 Retirement

28.6.1 Employees employed prior to 1 February 1999:

28.6.2 If you have reached the age of eligibility for the guaranteed retirement income you will be eligible for retirement leave under the Retirement Leave Schedule except where a previous employment agreement applicable to you provided for a retirement payment based on service and being aged 50 - 65 (inclusive) when you retire in which case you will be paid in accordance with the Retirement Leave Schedule.

28.6.3 If you intend to you may submit a request to retire earlier than age of eligibility for the guaranteed retirement income, such a request should be made to the Employer which may at its discretion consider such a request on a case by case basis. Such requests

should be provided with 6 months' notice.

28.6.4 If you intend to retire on or after the age of guaranteed retirement income, the employer requires you to provide 1 months' notice of your intention to retire.

28.6.5 Employees employed after 1 February 1999

28.6.6 Once you reach the age of eligibility for the guaranteed retirement income you will be eligible for retirement leave under the Retirement Leave Schedule. The employer requires you to provide 1 months' notice of your intention to retire.

28.7 Voluntary Phased Retirement:

28.7.1 Voluntary phased retirement will be available for all permanent employees with over 8 years' service with Auckland One Rail.

28.7.2 Phased retirement will be for a period of up to 5 years from the commencement, at which point the individual will retire.

28.7.2 If circumstances for the individual change, they can return to the full-time roster with 8 weeks' notice. However, they are not eligible for voluntary phased retirement for a further 8 years from date of return to full time duties.

28.7.3 The following provisions apply:

- Voluntary phased retirement will start 8 weeks after the application is accepted.
- No age limit.
- The position will ideally consist of 50% of the full-time position.
 - Where possible this will be a shared position with one other person also on voluntary phased retirement.
 - In the case of a Locomotive Engineer or Train Manager, a depot swap may be needed to "pair up".
 - With small teams, consideration will be given to alternative arrangements.
- Mutual exchange of days will still be available between the individuals on the shared link.
- Overtime will still be available on an individual's portion of the shared link. It is restricted to working one RDO on the individual's portion of the shared link.
- Service continues to accrue.
- All entitlements earned prior to commencing the phased retirement will be maintained at full-time rates.
- All statutory benefits, wages, and the following entitlements: shift leave, service entitlements, retirement leave, termination for incapacity entitlements, redundancy entitlements, are pro-rated rates from commencement of voluntary phased retirement.
- Minder duty will cease when an employee enters voluntary phased retirement but may be used in special circumstances, only on the individuals shared link.

28.8 Abandonment of Employment

28.8.1 It is a requirement of this agreement that employees must use their best endeavours to notify their manager or supervisor of any absences and maintain regular contact throughout any period of absence. Non-agreed and non-notified absence from work for more than five working days without reasonable explanation is considered to be abandonment of employment and may result in termination.

28.8.2 An employee who is unable to notify the Employer of their absence due to unforeseen hospitalisation or similar circumstance shall be given the opportunity to be reinstated.

28.9 Redeployment, Redundancy and Employment Protection

28.9.1 A 'redundancy' means a situation where an employee's employment is terminated by the Employer and the termination is attributable, wholly or mainly, to the fact that the position filled by that employee is, or will become, superfluous to the needs of the company, and no alternatives to

termination (including those set out in the Redeployment and Redundancy Schedule) are available. The provisions of the Redundancy and Redeployment Schedule shall apply in the event of redundancy or redeployment.

28.9.2 It is not a redundancy if there is simply a change of ownership in the shares of the Employer.

28.10 Restructuring of the business

Where the Employer is proposing to restructure its business or part of its business as defined in section 69OI of the Employment Relations Act 2000, the Employer shall negotiate with the person who undertakes or proposes to undertake the Employers business (or part of it) or to whom the Employer's business (or part of it) is, or is to be, sold or transferred (the 'new employer') about what the effects will be to existing employees and shall include:

- Consultation subject to commercial in-confidence requirements with the Union and employees as required;
- Whether affected employees will transfer to the new employer; and
- What the terms and conditions of employment would be for those employees in the event that a transfer occurs.

28.11 Redundancy Compensation (new employer)

An employee whose position of employment is to be terminated by reason of a redundancy arising from a reconstruction or a restructuring as defined in the preceding clause 28.10 shall be entitled to redundancy compensation from the Employer, unless:

- the employee is offered employment with the new employer on terms and conditions that are the same or more favourable than the employees existing terms and conditions with the Employer; and
- the new employer has agreed to treat service as continuous for the employee.

28.12 Offer of employment with new employer

The employee shall, where they are offered employment with the new employer that complies with clause 28.11, have a choice as to whether to transfer to the new employer. If the employee declines to transfer to the new employer, then the Employer shall explore alternatives to dismissal (including redeployment and/or relocation under the Redeployment and Redundancy Schedule). In these circumstances the Employer will be under no obligation to provide redundancy compensation but shall provide notice of termination of employment.

28.13 Redundancy Compensation (providing services)

No redundancy compensation shall be payable where the Employer ceases to provide services to any third party, and:

- the employee is offered employment with the new service provider on terms and conditions that are the same or more favourable than the employee's existing terms and conditions with the Employer; and
- the new service provider has agreed to treat service as continuous for the employee.

28.14 Consultation

Where the Employer identifies a position as being redundant (or may become redundant) the Employer will advise employees affected and the RMTU and allow the opportunity for negotiation in accordance with agreed procedures.

28.15 Selection for redundancy

28.15.1 The Employer has the right to determine the criteria by which employees are made redundant but will in every case consider volunteers before effecting redundancy.

28.15.2 The parties acknowledge that there is a current redundancy selection criteria for locomotive running employees. In the event of such a proposal the union will be consulted before a decision is made.

28.16 Effecting Redundancy

In determining the criteria for effecting redundancy (after considering volunteers) the Employer will identify and assess employees in the same or equivalent position as first priority.

28.17 Alternative Employment

28.17.1 If you are in a position which is or will be declared redundant, the Employer will endeavour to place you in alternative employment, and/or retrain you where appropriate.

28.17.2 Alternative employment (or a training opportunity) is defined as suitable if it does not require you to remove your household; or to accept a lower rate of pay; or to perform substantially different duties on a permanent basis; and it is within your skills and ability.

28.17.3 Job offers under this provision shall be in writing and shall include information on the location, pay rate and principal duties of the job.

28.18 Offers of redeployment and/or relocation

Where the Employer is unable to offer alternative employment or you do not accept an offer of redeployment and/or relocation, you (and the Union) will be given eight weeks' notice of redundancy or eight weeks wages will be paid in lieu of such notice. The time to consider an offer of redeployment and/or relocation will be concurrent with the notice of redundancy given under this provision.

28.19 Redeployment

28.19.1 If you accept an offer of redeployment which involves a reduction in pay rate, you will receive either:

- a payment calculated as the difference between the former and new hourly pay rates multiplied by 6240 (subject to the payment not exceeding a redundancy payment, and pro-rated in the case of part-time employees); or
- maintenance of your former rate for up to three years (the penalty, overtime and statutory holiday provisions of the former job apply during this period).

28.19.2 If mutual agreement over which of these options will apply cannot be reached, the offer of redeployment is deemed not to be accepted.

28.19.3 For any redeployment offer not involving a change of residence you will be given 2 weeks' notice to decide upon the offer.

28.20 Redundancy

28.20.1 If during your notice period you need time off for job search purposes, this will be given favourable consideration. If you find a job during your notice period, the Employer will make every endeavour to allow you to take up the job without forfeiting your entitlement to redundancy payment.

28.20.2 If you apply for a vacancy within three years after being made redundant you will be given preference over external candidates (subject to the skills needed to fill the vacancy).

28.21 Redundancy Payment

28.21.1 If you were last engaged before 6 April 1990, you are paid under Scale 1 below (but a minimum of Scale 2 below applies). If you were engaged after that date, you are paid under Scale 2 below.

28.21.2 The "day's pay" is 8 hours at your hourly rate in the Pay Schedule as at your last day of work (includes trades qualification allowances); this is pro-rated for part time employees.

28.21.3 The redundancy payment will not be greater than the days you would have received in your remaining service to retirement or the expiry of a fixed term. The computation is made at the day of expiry of notice and counts 10 days per fortnight.

28.21.4 Any resigning leave, retiring leave or release leave previously paid is offset.

28.22 Scale 1 (Employees engaged before 6 April 1990)

Year	Months of Service Leave (working days)											
	0	1	2	3	4	5	6	7	8	9	10	11
0	75	75	75	75	75	75	75	87	88	90	92	93
1	95	96	98	99	100	101	103	104	105	106	108	109
2	110	111	113	114	115	116	118	119	120	121	123	124
3	125	126	127	128	128	129	130	131	132	133	133	134
4	135	137	138	140	142	143	145	147	148	150	152	153
5	155	156	157	159	160	161	162	163	164	166	167	168
6	169	170	171	172	172	173	174	175	176	177	177	178
7	179	180	181	183	184	185	186	187	188	190	191	192
8	192	194	196	197	198	199	201	202	203	204	206	207
9	208	209	210	212	213	214	215	216	217	219	220	221
10	222	223	224	225	225	226	227	228	229	230	230	231
11	232	233	234	234	235	236	237	237	238	239	240	240
12	241	242	243	244	244	245	246	247	248	249	249	250
13	251	252	253	253	254	255	256	256	257	258	259	259
14	260	261	262	263	263	264	265	266	267	268	268	269
15	270	271	272	272	273	274	275	276	277	277	278	278
16	279	280	281	282	282	283	284	285	286	287	287	288
17	289	290	291	291	292	293	294	294	295	296	297	297
18	298	299	300	301	301	302	303	304	305	306	306	307
19	308	309	310	311	312	313	314	315	316	317	318	319
20	320	320	321	321	321	322	322	322	323	323	323	324
21	324	325	325	326	326	327	327	328	328	329	329	330
22	330	331	331	332	332	333	334	334	335	335	336	336
23	337	338	338	339	339	340	340	341	341	342	342	343
24	343	344	344	345	345	346	347	347	348	348	349	349
25	350	350	351	351	351	352	352	352	353	353	353	354
26	354	354	355	355	356	356	357	357	357	358	358	359
27	359	359	360	360	360	361	361	361	362	362	362	363
28	363	363	364	364	364	365	365	365	366	366	366	367
29	367	367	368	368	368	369	369	369	370	370	370	371
30	371	371	372	372	373	373	374	374	374	375	375	376
31	376	376	377	377	377	378	378	378	379	379	379	380
32	380	380	381	381	381	382	382	382	383	383	383	384
33	384	384	385	385	386	386	387	387	387	388	388	389
34	389	389	390	390	390	391	391	391	392	392	392	393
35	393	393	394	394	394	395	395	395	396	396	396	397
36	397	397	398	398	398	399	399	399	400	400	400	401
37	401	401	402	402	403	403	404	404	404	405	405	406
38	406	406	407	407	407	408	408	408	409	409	409	410
39	410	411	411	412	412	413	413	414	414	415	415	416
40	416											

If you had, immediately before the start of this agreement, an entitlement to a greater number of days than provided in the above scale, you shall continue to be entitled to that greater number.

If you have a dependent child under age 18 the payment is increased by 20 days for each dependent child (but not if another employee within AOR has been paid the supplement for the same child).

Scale 2 (employees engaged after 6 April 1990)

Service	Days pay
Less than 6 months	5
6 months to less than a year	15
1 year and over	30 Plus 5 days each additional complete 6 months; subject to a maximum of 210 days.

29 Resolution of Employment Relationship Problems

29.1 Suspension

- 29.1.1 The Employer may suspend you from your duties, on pay, where necessary and appropriate, while it investigates any allegation of misconduct, or incident affecting safety in which you appear to be involved.
- 29.1.2 The parties to this agreement are committed to the speedy resolution of employment relationship problems.
- 29.1.3 This clause sets out the services available for the resolution of employment relationship problems. An "employment relationship problem" includes a personal grievance, a dispute (about the interpretations, application, or operation of an employment agreement) and any other problem relating to or arising out of an employment relationship.

29.2 Tell your Manager First

If you have a problem in your employment, then you must let your manager know immediately, so it can be resolved promptly and fairly. If the matter remains unresolved or if you consider your manager is the cause of the problem, you should go to a more senior manager. For personal grievances, there are time limits on when you have to do this.

29.3 Mediation Services

- 29.3.1 If you are not satisfied with your Employer's response, then you can contact the MBIE Employment Mediation Services for free mediation assistance. The mediator will try to help the parties resolve the problem but will not make a decision about what should be done to resolve the problem unless you and the Employer agree to this.
- 29.3.2 If the problem referred to the Employment Mediation Services is a dispute about the interpretation, application or operation of this Collective Agreement, you must ensure that the RMTU is given notice of the dispute.

29.4 Employment Relations Authority

If the problem is still not resolved, then you can apply to the Employment Relations Authority for assistance. The Authority will investigate the problem and will make a decision. This decision can be appealed to the Employment Court and then to the Court of Appeal.

29.5 Representation

At any stage, you are entitled to have the RMTU or other representative working on your behalf to try to resolve the problem. Your Employer can also choose to have a representative working on its behalf.

29.6 Personal Grievances

- 29.6.1 If you have grounds for raising a personal grievance with your Employer for unjustified dismissal, unjustifiable disadvantage, discrimination, bullying and harassment, or duress, then you have 90 days from the date of the action occurring, or the grievance coming to your notice to bring your claim to AOR's attention, otherwise your claim may be out of time.
- You have 12 months to raise a personal grievance for sexual harassment, otherwise your claim may be out of time.
- 29.6.2 If you raise your personal grievance out of time, your Employer can consent to accept the late personal grievance or to reject it. If the employer rejects it, you can ask the Employment Relations Authority to grant you leave to raise the personal grievance out of time.
- 29.6.3 If you have been dismissed, you may within 60 days after the dismissal request your employer to provide a statement in writing of the reasons for the dismissal. Your Employer must give the statement within 14 days after being asked.
- 29.6.4 If the personal grievance is not resolved and it is based on a claim of discrimination or sexual or racial harassment you can choose to either pursue a personal grievance to the Employment Relations Authority or complain under the Human Rights Act 1993 (or subsequent legislation). Both procedures cannot be used for the same complaint.

30 Contracting Out, Outsourcing or Sale

- 30.1 AOR prefers to utilise its own people and equipment for its on-going business activity.
- 30.2 In furtherance of this preference, the commitments in clauses 2, 3, 4 and, 5, and in recognition of the principle that job security, skills, development, and a fair employment policy will best ensure trust, goodwill and mutual respect, and an employee commitment to customer service, the employer confirms its commitment in regard to contracting out, outsourcing or sale as follows:
- 30.2.1 That, wherever possible, work falling within the scope of the positions in the Pay Schedule, on which employees covered by this agreement are engaged as at the commencement date of this agreement, will continue until the expiry date of this agreement to be undertaken by its own employees.
- 30.2.2 Where it is not possible to undertake particular work using the Employer's own employees in an efficient manner, at a reasonable cost and to an acceptable level of quality, consideration may be given to contracting out, outsourcing or selling work currently performed by employees covered by this agreement to third party contractors or labour agencies. It is acknowledged that employees of labour agencies may be engaged on an urgent or short-term basis.
- 30.3 The Employer acknowledges that any such decision to contract out, outsource or sell should not be based solely on strict commercial criteria and the competitive position of the business, but must also give proper weight to factors such as:
- Customer service
 - Quality
 - Efficiency and flexibility
 - Organisational knowledge and experience
 - Safety
 - The value of job security, skills development and a fair employment policy
 - The commitment of its own employees
- 30.4 The Union acknowledges the on-going need for flexibility, efficiency, and customer focus in order to continuously improve the competitive position of the businesses and attractiveness of services to its customers.
- 30.5 The impact of a contracting out, outsourcing and sale decision which results in redundancy of existing staff is greater than a decision to contract out work which does not directly affect employees. This must be reflected in the process leading to high impact decisions.



- 30.6 The Employer acknowledges that the consultation process provided for in this agreement will be utilised in respect of any proposals or intended decisions as above and further acknowledges that the consultation process is a minimum requirement.

31 Trainers to have option to Return to Core Duties

Trainers can return to their original roles providing there is a vacancy for the role, and provided that a suitable replacement trainer, either a relief trainer is appointed to a permanent role, or a permanent trainer is recruited. This would apply to all training roles covered by the terms of the Collective Agreement with the RMTU and AOR.

32 Service and Continuous Service

- 32.1 Service means: All service with the Employer and its predecessors up to the last day of an employee's employment. This also includes any recognised previous service with Toll NZ, UGL, VTAK or its predecessors.

32.1.1 Service under Scale 1 means:

- If you were engaged before 10 November 1987 your service will mean all service with the company
- Service for such employees also includes employment in the State Services, Armed Forces and overseas railways up to 10 November 1987 (provided that service has not previously been recognised for a redundancy payment)
- If you were engaged between 10 November 1987 and 6 April 1990 your service will mean all continuous service from your engagement date.

- 32.2 Current continuous service: Unless otherwise agreed by the Employer, special leave without pay does not count as service, but does not break continuity of employment for the employee concerned.

33 Non-Permanent Workers

33.1 Fixed Term Employees

A fixed term employee is a person who is employed for a fixed term period, with the reason for the fixed term being specified in a letter to the employee at the time of the engagement.

Should it be necessary to continue to engage the employee beyond the fixed term, the employee shall be offered permanent employment unless there is a clear and compelling reason not to. Such clear and compelling reason will be documented and agreed with the employee at the time of the extension.

33.2 Casual Employees

- 33.2.1 Casual Employee: Casual work means employment of a short-term irregular or on-call nature, which becomes available on an occasional basis. Casual work is regarded as being for a day or a few days at a time.

- 33.2.2 Clause 27.2 does not apply.

- 33.2.3 Availability for employment is on any day subject to:

- You will be advised by at least 1200 hours on the day preceding any assigned work. At your option you can accept work with less notice, provided you can meet the fitness requirements. Notice, including advice of work to be done, is given to you via the telephone number you have nominated, or at the workplace if you are on duty.
- Where you are unable to report for duty at the agreed time because of sickness, family bereavement or other such unforeseen circumstances please advise as soon as reasonably



possible so that alternative arrangements can be made.

- To assist with planning the work of employees, please advise as early as possible of any periods that you will be unavailable to accept work, preferably at least two weeks prior to the fortnight concerned.

33.2.4 The hours and days of work are advised by the Employer. Subject to consultation with you, these can be changed or extended beyond those anticipated if this is necessary to complete the work. Alternatively, the expected duty period can be reduced.

34 Other Contractual Matters

34.1 Indemnity

34.1.1 The Employer will indemnify you against reasonable costs associated with defending any civil and criminal proceedings and in being legally represented in relation to any external investigation processes with potential prosecuting agencies (such as the Police or the Department of Labour or NZTA) where such proceedings or investigation arise out of acts or omissions during the normal and ordinary course of employment. This indemnity is subject to the following qualifications:

- You must not have been dismissed as a consequence of your act or omission giving rise to the proceedings or external investigation; and
- The indemnity does not apply in situations arising from any act or omission while unable to properly perform your duties because of the influence of alcohol or if you are deliberately taking or using illegal drugs and in cases of deliberate and significant misuse of prescribed or over the counter drugs; and
- The Employer has the discretion to decide whether to extend the indemnity to cover the costs of any appeal against judgment or conviction; and
- It does not apply to the payment of traffic offence notices, parking or similar offences.

34.1.2 The reasonable costs referred to above are where practicable, to be notified to the Employer before they are incurred.

34.2 Debts

You agree to the Employer deducting any proven and recoverable over-payments, proven outstanding debts or money proven to be owed to it by you from your final pay and holiday pay or by another method agreed between the Employer and employee and failing that the parties, with such agreement not to be unreasonably withheld.

34.3 Notification of Criminal Convictions

Employees shall as soon as practicable notify their line manager of any charges laid against them from the commencement of the date of this agreement, which carry a potential custodial sentence of 3 months or more. This clause applies to charges laid under the Crimes Act 1961, Land Transport Act 1998, Misuse of Drugs Act 1975, Health and Safety at Work Act 2015 and Railways Act 2005 (including any modification, re-enactment or amendment to these Acts or any subsequent legislation).

34.4 Change During Currency

The parties agree that the terms of this agreement may be changed during its currency by agreement between the Employer, the RMTU and the employee(s) who will be directly affected by the proposed change.

The procedure by which changes will be made will be as follows:

- The party seeking change will tell the other parties who will be affected by the change of their proposal for change.
- The proposed changes shall be put in writing and a reasonable period of time will be allowed before starting any negotiations.
- Proposed changes will not be implemented unless at least 70% of the employees directly affected agree to them.



- Once agreed the changes will be put in writing and signed by the parties and shall apply from the agreed date.

Should you be affected by the proposed changes you will be entitled to involve the RMTU in any negotiations.

34.5 Reimbursement of Expenses

- 34.5.1 You will not be out of pocket for authorised expenses incurred in the course of your employment.
- 34.5.2 The Employer will promptly refund all actual and reasonable expenses incurred by you in the course of an absence on duty or for any training provided. Claims are to be supported by receipts in accordance with the requirements of the Employer. You may obtain an advance to meet these expenses if required.

34.6 Provision of Meals in the case of emergency work or derailments

- 34.6.1 Reimbursement for the cost of a meal will be approved in the following circumstances:
- When an employee agrees to work a shift of 10 hours or more without prior notice (i.e. less than 1 hour prior to booking on time, or after booking on time).
- 34.6.2 The reimbursement is not payable when:
- An employee has advance notice that they are required to work (i.e. more than 1 hour prior to book on time);
 - The total length of the shift is less than 10 hours;
 - A GST receipt from the approved day is not produced; or
 - The meal reimbursement has not been approved and signed by a manager or supervisor.
- 34.6.3 This means that if you agree to work an extended work period and the length of your shift totals 10 hours or more, you will be provided with a second paid meal break of 30 minutes and a reimbursement for the cost of the meal consumed in that break. AOR will reimburse your meal up to the value set out below:

	April 2025
Maximum Meal Reimbursement value	\$19.04

- 34.6.4 **Note:** A GST receipt signed by your manager or supervisor is required from the applicable time/day that the meal reimbursement has been approved.

35 Allowances

35.1 Accommodation and Meal Allowances

- 35.1.1 If you are working away from home and the Employer provides you with accommodation and meals, you will be paid an Incidental Allowance as set out below.

April 2025
\$21.35

- 35.1.2 In certain circumstances (excluding attendance at training courses, seminars or conferences) you may choose to arrange your own accommodation and / or meals. If you arrange your own meals, you will be paid a Meals and Incidentals Allowance as set out below.

April 2025

\$160.06

35.1.3 If you arrange your own accommodation and meals, you will be paid an Accommodation, Meals and Incidentals Allowance as set out below.

April 2025

\$293.86

35.2 On Job Training (OJT) Allowance

35.2.1 An OJT Allowance as set out below will be paid per hour to employees who agree to engage in the On-the-Job Training Supervision of employees within Auckland One Rail (except Train Service Managers).

April 2025

\$7.62

35.2.2 While the parties acknowledge that the On Job Training Supervision of employees is voluntary, the payment of the allowance offered, fairly recognise the additional responsibility and effort required of the employee, and as such an individual's agreement to supervise On-Job-Training will not be unreasonably withheld.

35.3 Tea and Coffee

Where the employer does not provide tea, coffee etc. for meal and rest breaks, a payment as set out below per fortnight is paid to full time employees. This allowance is also paid on a pro rata basis to part time employees who work three or more continuous hours a day.

April 2025

\$8.69

35.4 Safety Footwear

Where the work of employees requires safety footwear with safety toe caps approved by the New Zealand Standards Association, the Employer will provide the employee with the safety footwear.

35.5 Transport

If you work between 2000 and 0600 hours and live more than 2km away from work, then the allowance set out below is paid for the work period. These payments do not apply if you have a vehicle provided by your Employer for travel to/from work.

April 2025

\$7.99

35.6 Laundry

Employees who are provided with a uniform and who launder it are paid an allowance set out below per fortnight:

April 2025
\$9.40

35.7 Relocation Allowance

If your work is relocated (without requiring a household removal) and you need to travel additional distance to work, you are paid the following one-off payment:

	April 2025
2km or less	\$0.00
Over 2, up to 4km	\$785.46
Over 4, up to 6km	\$1,131.06
Over 6, up to 8km	\$1,537.43
Over 8, up to 10km	\$1,899.35
Over 10, up to 12km	\$2,291.50
Over 12, up to 14km	\$2,660.09
Over 14, up to 16km	\$3,018.31
Over 16km	\$3,223.54

Relocation to other work locations will be managed via the following process:

- Volunteers (no allowance paid)
- Recruitment for positions based at location (no allowance paid)
- Employer request (allowance paid)

A waiting list will be established for employees who wish to transfer to another location. Employees can remain on a location waiting list for a period of 2 years.



35.8 Relocation Benefits

If you accept an offer of redeployment to another location the Employer's standard transfer provisions, or relocation benefits of this agreement, will apply. If you need to sell and buy a house as a result you will also be paid a grant as defined below.

	April 2025
Benefit	\$ 3,381.97

35.9 Travel Privileges

35.9.1 As determined from time to time by your Employer in consultation with the Union, as an employee benefit you shall be entitled to the following Travel Benefits:

- Free or discounted fare passenger travel for yourself, your nominated person and dependants; and
- One free vehicle return ferry crossing each leave year; and Discounted Long Service Leave Travel; and
- Retiring Leave Travel.

Employee 'Travel Benefits' entitle the employee to

- Free travel on Employer services at all times throughout the year; and
- Free passenger travel on employer and KiwiRail passenger services (including one free passenger return ferry crossing) for up to two periods per leave year; and
- One free motor vehicle return KiwiRail ferry crossing pass per year; and
- Discounted travel on KiwiRail services once the employee has exceeded their free travel entitlements.
- Employees engaged during a leave year will be allowed a pro rata entitlement to travel benefits as per the Travel Benefits policy.

35.9.2 Nominated Person and Dependants 'Travel Benefits' entitle the employee's nominated person and dependants to:

- Discounted travel on Employer and KiwiRail services (not including travel to and from other employment) throughout the year; and
- Free passenger travel on Employer and KiwiRail passenger services (including one free passenger return ferry crossing) for up to two periods per leave year; and
- Discounted travel on Employer and KiwiRail services as determined by the Employer once the nominated person or dependant/s has exceeded free travel entitlements.
- The nominated person and dependant/s do not have to be accompanied by the employee on Employer passenger services.
- If the nominated person or a dependant is the driver of a vehicle on the KiwiRail Interisland Line Ferry service, they do not have to be accompanied by the employee.

35.9.3 Employee on Leave

- Long Service Leave

During long service leave the employee shall be entitled to Discounted Travel on the Employers and KiwiRail passenger services and one free passenger return ferry trip for yourself, nominated person and dependants.

- Retiring Leave or Gratuity in Lieu

Employees who are on retiring leave, or who have received a gratuity in lieu of such leave, shall be entitled to free rail travel on the employer and KiwiRail passenger services, and one free return ferry passenger trip for themselves, nominated person and dependants. This is valid for a period of 6 months from the date of retirement.

35.10 Employees are entitled to discounted travel on Employer and KiwiRail services, for your first year

MM
2

and consequent years of continuous employment with the Employer

35.11 Discounted fares are available between home and work for the following employees:

- Part-time employees working less than 40 hours per fortnight; or
- Employees engaged for a fixed term less than 12 months duration; or
- Casual employees engaged for more than 3 weeks.

35.12 Company employees will have free travel on AOR services

35.13 To be eligible for FREE travel benefits, employees shall be:

- Employed for more than one year's continuous service; or
- Employed on a casual basis with 40 hours or more have worked on average during the previous 12- month period; or
- Employed on a fixed-term basis for one continuous year or more.

35.14 For the purposes of Travel Benefits, "dependant" means a family member under 18 who is substantially dependent on the employee or is undertaking fulltime study for up to 4 years at a recognised tertiary institution and is substantially financially dependent on the employee; and, "nominated person" means a person nominated by the employee. Nominations may be changed one year after the last nomination or on the change of circumstances of the nominee.

35.15 The leave year runs from 1 December through to 30 November the following year.

35.16 The following restrictions and conditions apply:

- Travel Benefits on the Employer's and KiwiRail passenger services shall be subject to such restrictions and conditions and at such fares as KiwiRail from time to time determine.
- The free return vehicle ferry crossing shall be subject to such restrictions and conditions as KiwiRail from time to time determines. Conditions will include restrictions or limited availability on certain sailings, and during school holidays and long weekends.
- Travel benefits shall NOT be used by employees, retired employees, nominated person and dependants in conjunction with other employment (e.g. to travel to and from other employment).

35.17 Use of Employee Vehicles

This provision is to provide clarity and consistency regarding the mode of transport choice that is available to employees when travelling to an alternate book-on. To this end the following procedure will apply where Rosters staff or Crew Co-Ordinators request a staff member to start work at an alternate book-on location:

- When asking a staff member to cover work starting at an alternate book-on , the following options should be offered to them:
 - If time allows, they may use their own transport to go to their own book-on, and from there use a train, or company provided transport, depending on time constraints.
 - If due to time constraints they are requested to travel directly from home to the alternate book-on location, the staff member can choose one of the two options:
 - Use their own vehicle and claim the additional time and kilometres as outlined currently.
 - Inform the company to provide transport from their home to the alternate place of work and home again when they have finished work.
- If the company provides transport, the company will pay the net increase in travel time, i.e. If it normally takes you 5 minutes to get to work and, in the company provided transport it takes you 25 mins, you will be paid 20 minutes.

35.18 Payment of Travel Allowances

The parties have agreed that there should be "one rule for all" for drivers who agree to work from an alternate book-on and that the travel allowance for all drivers will be paid the way the "ex-KiwiRail drivers' are currently paid TRAV.

When a driver agrees to work from an alternate book-on it is the expectation of AOR that all drivers book-on

at their regular book-on before travelling to an alternate book-on at the start of the day and book-off at their regular book-on at the end of the day. In doing this, it is recognised that drivers are incurring extra cost and will therefore be paid time and distance between book-ons.

This message will be reinforced by rosters at the time of allocating work and will be checked with book-on clerks as required.

In claiming for reimbursement, the following tables will be utilised.

Driver Travel Expenses – TIME – Return Trip					
	The Strand	Wiri	Papakura	Pukekohe	Henderson
The Strand	0	70 mins	92 mins	104 mins	52 mins
Wiri	70 mins	0	46 mins	58 mins	82 mins
Papakura	92 mins	46 mins	0	50 mins	100 mins
Pukekohe	104 mins	58 mins	50 mins	0	114 mins
Henderson	52 mins	82 mins	100 mins	114 mins	0
Driver Travel Expenses – KMS – Return Trip					
	The Strand	Wiri	Papakura	Pukekohe	Henderson
The Strand	0	52km	74km	112km	38km
Wiri	52km	0	34km	73km	77km
Papakura	74km	34km	0	50km	96km
Pukekohe	112km	73km	50km	0	134km
Henderson	38km	77km	96km	134km	0

- It is agreed that the current LE only payment will be extended to all employees.
- This will no longer be an automatic payment and staff who wish to claim the allowance must claim the mileage and certify that the actual travel occurred.

36 Salary Option

36.1 AOR and the employee, in consultation with the Union, may agree to an inclusive salary for employees' payable under Pay Scale 1 in the Pay Schedules. Such agreement may include variations to the following provisions in this agreement:

- Clause 37 – Pay & Allowances
- Clauses 25 - Overtime
- Clause 26– Public Holidays
- Clause 27 – Leave

36.2 AOR and the RMTU are prepared to consider and accept establishing collective salaries for positions not covered in Pay Scale 1 of their respective Pay Schedules.

37 Pay & Allowances

37.1 Increase to Paid and Printed Rates and Allowances

The following rates outlined within the Agreement reflect a 5 % increase to all paid and printed rates and allowances from 1 April 2025. This increase will be backdated to 1 April 2025 and paid as a lump sum. The basis of calculation for the backdating will be paid and printed base rates between 1 April 2025 and the date of payment of the new rate.

- 37.2 You will be paid in accordance with the rates and allowances shown in the Pay and Allowance schedules.
- 37.3 Full time employees will be paid 80 hours a fortnight at the hourly rate specified in the Pay Schedule.
- 37.4 Where you are absent from duty without authorisation, the minimum fortnightly wage will not apply. Payment will only be made for the total fortnightly rostered hours minus the rostered hours not worked because of the absence.
- 37.5 The Employer may also make a deduction subject to the provisions of this agreement for any other authorised unpaid time off.
- 37.6 Payment will be by direct credit to your nominated bank account every second Thursday.

38 Higher Duties Allowance

- 38.1 Please note that if you work in a higher paid position for one work period or more, you will be paid the rate appropriate for that position while you are so working. The Employer may approve payment for periods of less than one work period. Prior to commencing a period of advanced capacity, you will:
 - i) Agree on the period with your manager; and
 - ii) Agree on the appropriate rate for the position (if there is more than one rate for the role)
- 38.2 Continuous periods of advanced capacity exceeding 3 months will be reviewed and any continuation will be subject to further agreement between you and the manager. You may have RMTU representation.

39 Pay Schedules

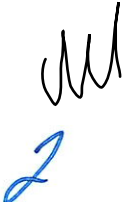
39.1 KiwiSaver

If you are a member of KiwiSaver, the Employer will contribute at the compulsory employer contribution rate specified in the KiwiSaver Act 2006 (3%).

39.2 Skill Based Pay

The parties to this agreement recognise that one of the important ways we can meet our customers changing needs in an efficient and productive way is to work as teams. This requires flexibility and a willingness to learn new skills and take on new tasks. The parties also recognise the mutual benefits that come from this. Employees will have a chance to learn new skills, to develop alternative career paths and have access to higher gains in terms of earning opportunities. The Employer gains in its ability to meet its customers' needs more efficiently.

You will be provided with a generic job description covering the work undertaken in your position. Your duties may be changed by adding or deleting tasks and in such cases, you will be consulted before the changes are made. The Employer will, in consultation with its employees and the Union develop a competency-based certification process that will recognise the attainment of new skills.



39.3 Clerical, Administrative, Supervisory, Professional & Technical Employees

39.3.1 Clerical, and administrative, team leaders, supervisory, professional and technical employees not otherwise listed in subsequent pay scales are paid on the following scale:

39.3.2 Unless otherwise agreed the range of levels for employees paid on this scale (overleaf) is the range that:

- was previously advised to the employee on appointment to the position; or
- is varied in accordance with the Progression Code dated 13 May 1991 (and its amendments)

+ Available for superior performance by employees otherwise paid up to level 32.

39.3.3 Pay Rates

LEVEL	April 2025
35+	\$67.39
34+	\$65.88
33+	\$64.71
32	\$62.65
31	\$60.26
30	\$58.36
29	\$56.53
28	\$54.72
27	\$53.04
26	\$51.39
25	\$49.79
24	\$48.21
23	\$46.71
22	\$45.28
21	\$43.83
20	\$42.45
19	\$41.13
18	\$39.87
17	\$38.62
16	\$37.39
15	\$36.25
14	\$35.09
13	\$34.01
12	\$32.94
11	\$31.90
10	\$30.88
9	\$29.93
8	\$28.01
7	\$26.23
6	\$25.33

39.4 Locomotive Running Employees

39.4.1 Pay Rates

Designation	April 2025	Years Driving
Locomotive Engineer Special 7	\$60.86	22 nd Year
Locomotive Engineer Special 6	\$60.13	19 th Year
Locomotive Engineer Special 5	\$59.42	16 th Year
Locomotive Engineer Special 4	\$58.67	13 th Year
Locomotive Engineer Special 3	\$58.03	10 th Year
Locomotive Engineer Special 2	\$57.29	7 th Year
Locomotive Engineer Special 1	\$56.58	4 th Year
Locomotive Engineer Grade 1, 2 nd Year	\$54.41	2 nd and 3 rd Year
Locomotive Engineer Grade 1, 1 st Year	\$53.27	1 st Year
Locomotive Engineer Trainee - OJT	\$47.83	Training
Locomotive Engineer Trainee - Classroom	\$ 31.64	Classroom Training

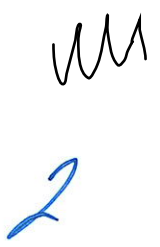
39.4.2 Full certification trainee Locomotive Engineer – Suburban drivers will progress through the scale in line with their service as an LE-S/LE.

39.4.3 Depot Locomotive Engineers at Wiri (DLEW)

This clause applies if AOR opts to make depot driving part of the Trainee Driver School

- For the first part of the trainee driver training, a trainee DLEW receives the “Loco Engineer Trainee (Suburban) – Classroom” pay rate. The first part of the training qualifies a trainee driver to start Depot On the Job training
- During Depot On the Job Training, a trainee DLEW receives the “Loco Engineer Trainee (Suburban) – OJT” pay rate. OJT qualifies the trainee driver to become an independent DLEW.
- Once certified for the Wiri yard, a DLEW receives the “Locomotive Engineer Grade 1, 1st year” pay rate, and thereafter progresses up the pay scale as per the remainder of clause 39.4.1.
- Where a DLEW undertakes training to become a mainline Locomotive Engineer (part 2 of the trainee driver training), during training they continue to receive the pay rate in clause 39.4.1 that applied immediately beforehand.
- Once qualified as a mainline Locomotive Engineer, previous seniority is recognised, and they continue to receive the same pay rate, and thereafter progress up the pay scale as per the remainder of clause 39.4.1.

39.5 Train Managers



39.5.1 Pay Rates

The following rates include the requirement for the Train Manager (TM) to:

- Carry out intermediate brake tests;
- Provide First Aid to both passengers and employees as required;
- Perform alternate duties such as platform-based revenue protection, manning of platforms, passenger counts, and patronage surveys etc. as required.

Designation	April 2025
Level 5 – After 12 years' service as a TM	\$ 38.55
Level 4 – After 9 years' service as a TM	\$ 37.43
Level 3 – After 6 years' service as a TM	\$ 36.31
Level 2 – After 3 years' service as a TM	\$ 35.18
Level 1 – Once signed off as competent	\$ 34.52
Training Rate	\$ 33.05

39.5.2 Train Manager pay scale progression

The progression from one level to another is dependent on the TM having the appropriate years of service as a TM and on the following conditions:

Progression to Level 1

Completed training and signed off as competent.

Progression to Level 2

After 3 years as a TM and on successful completion of two consecutive safety observations with no 'not acceptable' noted prior to the level increase, an employee will qualify to progress to Level 2 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.

Progression to Level 3

After 6 years as a TM and on successful completion of two consecutive safety observations with no 'not acceptable' noted prior to the level increase, an employee will qualify to progress to Level 3 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.

Progression to Level 4

After 9 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.

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 reconciliation or other performance issues.

39.6 Customer Service Team Leader (CSTL)

39.6.1 Pay Rates

Designation	April 2025
CSTL Grade 3	\$ 43.83
CSTL Grade 2	\$ 42.45
CSTL Grade 1	\$ 41.13
CSTL Training Rate	\$ 39.87

Progression to Grade 1

Completed training and signed off as competent and no unresolved performance issues including any pending performance concerns or outstanding written warnings in relation to matters including attendance, OH&S issues, or other performance issues.

Progression to Grade 2

After 12-months as a CSTL and no unresolved performance issues including any pending performance concerns or outstanding written warnings in relation to matters including attendance, OH&S issues, or other performance issues.

Progression to Grade 3

After 24-months as a CSTL and no unresolved performance issues including any pending performance concerns or outstanding written warnings in relation to matters including attendance, OH&S issues, or other performance issues.

WM
2

39.7 Customer Service Ambassador (CSA)

39.7.1 Pay Rates

Designation	April 2025
CSA Grade 3	\$ 32.39
CSA Grade 2	\$ 30.88
CSA Grade 1	\$ 29.93
CSA Training Rate	\$ 28.01

Progression to Grade 1

Completed training and signed off as competent and no unresolved performance issues including any pending performance concerns or outstanding written warnings in relation to matters including attendance, OH&S issues, or other performance issues.

Progression to Grade 2

After 12-months as a CSA and no unresolved performance issues including any pending performance concerns or outstanding written warnings in relation to matters including attendance, OH&S issues, or other performance issues.

Progression to Grade 3

After 24-months as a CSA and no unresolved performance issues including any pending performance concerns or outstanding written warnings in relation to matters including attendance, OH&S issues, or other performance issues.

39.8 Trainers

Pay Rates

Designation	April 2025
Driver Trainer	\$ 70.63
TM Trainer	\$ 51.25

*Individuals paid above these rates will have any increases added, based on their hourly rate.

WML
2

40 Facilities

40.1 Progression through the following roles is outlined below:

Progression to Grade 1 (from Training Rate):

- Completed training & qualifications
- Signed off competent by assessment to the Competency Management System (CMS).

Progression to Grade 2

- After 12 months at Grade 1.
- Successfully completing the required Competency Assessment Cycles while at Grade 1.
- No current Competency Development Plans.
- No unresolved performance issues including any pending performance concerns or outstanding warnings in relation to matters including attendance, health and safety issues or other performance issues.

Progression to Grade 3

- After 18 months at Grade 2.
- Successfully completing the required Competency Assessment Cycles while at Grade 2.
- No current Competency Development Plans.
- No unresolved performance issues including any pending performance concerns or outstanding warnings in relation to matters including attendance, health and safety issues or other performance issues.

Progression to Grade 4 (Depot Supervisor Pukekohe)

- After 18 months at Grade 3.
- Successfully completing the required Competency Assessment Cycles while at Grade 3.
- No current Competency Development Plans.
- No unresolved performance issues including any pending performance concerns or outstanding warnings in relation to matters including attendance, health and safety issues or other performance issues.

40.2 Operations Supervisor

Pay Rates

Designation	April 2025
Operations Supervisor Grade 3	\$ 42.45
Operations Supervisor Grade 2	\$ 41.13
Operations Supervisor Grade 1	\$ 39.87
Operations Supervisor Training Rate	\$ 38.62

40.3 Wiri Control Supervisor

Pay Rates

Designation	April 2025
Wiri Control Supervisor Grade 3	\$ 46.71
Wiri Control Supervisor Grade 2	\$ 45.28
Wiri Control Supervisor Grade 1	\$ 43.83
Wiri Control Supervisor Training Rate	\$ 42.45

41 Train Operations Centre (TOC)

41.1 Progression through the following roles is outlined below.

Note that new employees (internal) who start in a role in TOC will have their previous skills, abilities and completed training modules taken into consideration when deciding on a starting pay grade.

New employees (external) who start in a role in TOC will commence on the Training Rate.

Progression to Grade 1

Having successfully completed prescribed training and assessments, and providing that there are no unresolved performance issues including any pending performance concerns or outstanding written warnings in relation to matters including attendance, health and safety issues, or other performance issues, an employee will qualify to progress to Grade 1.

Progression to Grade 2

After 6 months at Grade 1; and having successfully completed the prescribed training and assessments; and providing that there are no unresolved performance issues including any pending performance concerns or outstanding written warnings in relation to matters including attendance, health and safety issues or other performance issues, an employee will qualify to progress to Grade 2.

Progression to Grade 3

After 6 months at Grade 2; and having successfully completed the prescribed training and assessments; and providing that there are no unresolved performance issues including any pending performance concerns or outstanding written warnings in relation to matters including attendance, health and safety issues or other performance issues, an employee will qualify to progress to Grade 3.

Progression to Grade 4

After 6 months at Grade 3; and having successfully completed the prescribed training and assessments; and providing that there are no unresolved performance issues including any pending performance concerns or outstanding written warnings in relation to matters including attendance, health and safety issues or other performance issues, an employee will qualify to progress to Grade 4.

2

41.2 Crew Coordinators

Pay Rates

Designation	April 2025
Crew Co-ordinator Grade 3	\$ 41.13
Crew Co-ordinator Grade 2	\$ 39.87
Crew Co-ordinator Grade 1	\$ 38.62
Crew Co-ordinator Training Rate	\$ 37.39

41.3 Service Coordinators

Pay Rates

Designation	April 2025
Service Coordinator Grade 3	\$ 41.13
Service Coordinator Grade 2	\$ 39.87
Service Coordinator Grade 1	\$ 38.62
Service Coordinator Training Rate	\$ 37.39

41.4 Fleet Controllers

Pay Rates

Designation	April 2025
Fleet Controller Grade 3	\$ 41.13
Fleet Controller Grade 2	\$ 39.87
Fleet Controller Grade 1	\$ 38.62
Fleet Controller Training Rate	\$ 37.39



Martin Kearney
Chief Executive Officer
Auckland One Rail Ltd

Date: 12th May 2015


Todd Valster
General Secretary
Rail and Maritime Transport Union Inc

Date: 12/5/2015

