

23 May 2024

File Ref: OIAPR-1274023063-26475

Tēnā koe [REDACTED]

### **Request for information 2024-087**

I refer to your request for information dated 26 April 2024, which was received by Greater Wellington Regional Council (Greater Wellington) on 26 April 2024. You have requested the following information:

- “1. A copy of the agreement signed between NZ Bus and GWRC in April 2021 following agreement to pay a living wage adjustment to NZ Bus employees.*
- 2. A copy of the memorandum of understanding dated 1 April 2023 between WRC, WCTL, CLNZ, Tramways union and NZTA.*
- 3. A copy of all information in relation to what the Companies have been funded for in relation to the increase pay rates for bus drivers/operators with effect from 1 April 2021 through to April 2023.*
- 4. Full details as to whether or not the funding provided in 2023/2024 was to cover bus drivers/operators employed as at or after 1 April 2023, or did the funding require the individual bus drivers/operators to be employed as at 16 December 2023 to be paid backpay?”*

### **Greater Wellington’s response follows:**

We note that since the signing of this agreement, in August 2022 Kinetic formally took ownership of NZ Bus.

- 1. A copy of the agreement signed between NZ Bus and GWRC in April 2021 following agreement to pay a living wage adjustment to NZ Bus employees.**

Please refer to **Attachment 1** which includes a copy of the Deed of Variation dated 21 October between NZ Bus and Greater Wellington which relates to the living wage adjustment.

Please note some personal information has been withheld under section 7(2)(a) of the Local Government Official Information and Meetings Act 1987 (the Act) in order to protect the privacy of natural persons, including that of deceased natural persons.

**2. A copy of the memorandum of understanding dated 1 April 2023 between WRC, WCTL, CLNZ, Tramways union and NZTA.**

Please refer to **Attachment 2** which includes a copy of the Memorandum of Understanding (MOU) between WRC, WCTL, CLNZ, Tramways union and NZTA. We note that your client should also have a copy of this MOU, given that it is a party to it.

**3. A copy of all information in relation to what the Companies have been funded for in relation to the increase pay rates for bus drivers/operators with effect from 1 April 2021 through to April 2023.**

This information is set out in the Deed of Variation provided in response to the first part of your request (**Attachment 1**).

**4. Full details as to whether or not the funding provided in 2023/2024 was to cover bus drivers/operators employed as at or after 1 April 2023, or did the funding require the individual bus drivers/operators to be employed as at 16 December 2023 to be paid backpay?**

Greater Wellington has not yet concluded an agreement with Kinetic (formerly NZ Bus) regarding arrangements from 1 April 2023. However, we note that the joint intention set out in the MOU is that wages are increased from 1 April 2023.

If you have any concerns with the decision(s) referred to in this letter, you have the right to request an investigation and review by the Ombudsman under section 27(3) of the Local Government Official Information and Meetings Act 1987.

Please note that it is our policy to proactively release our responses to official information requests where possible. Our response to your request will be published shortly on Greater Wellington's website with your personal information removed.

Nāku iti noa, nā



**Samantha Gain**

Kaiwhakahaere Matua Waka-ā-atea | Group Manager Metlink

Dated 21 October 2021

## **Bus Partnering Contract**

### **Supplementary Deed – Living Wage**

Wellington Regional Council (**GWRC**)

and

Wellington City Transport Limited (**Operator**)

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## Supplementary Deed

### Parties

- (1) Wellington Regional Council, a public statutory body constituted under the Local Government Act 2002 (**GWRC**); and
- (2) Wellington City Transport Limited (company number 484792) of 110 Halsey Street, Auckland Central, Auckland 1010, New Zealand (**Operator**).

### Background

- A. GWRC and the Operator have entered into the Partnering Contracts.
- B. On 10 March 2021 GWRC provided a draft funding proposal (**Living Wage Proposal**) to PTOM bus operators that (if approved) would enable PTOM bus operators to claim additional payments from GWRC to allow Operators to increase the Driver minimum base hourly rates to a wage floor aligned at or above the living wage (currently set at \$22.10 per hour, increasing to \$22.75 on 1 September 2021), adjusted as necessary to ensure that the wage floor continues to be aligned at or above the Living Wage Rate over the remaining Term of the Partnering Contracts.
- C. The funding adjustment available to the Operator is conditional upon:
  - a. the Operator confirming that the Driver collective agreements and/or independent employment agreements (together **Employment Terms**) have been amended to require the Operator to pay Drivers a minimum base rate that aligns at or is above the Living Wage Rate;
  - b. the Operator entering into a contractual arrangement with GWRC setting out the terms and conditions upon which the Operator may claim the additional funding; and
  - c. approval by both the GWRC Council and Waka Kotahi of the additional funding required to enable GWRC to fund the Living Wage Proposal.
- D. The GWRC Council and Waka Kotahi have now each approved the additional funding required to enable GWRC to fund the Living Wage Proposal.
- E. GWRC and the Operator are entering into this Deed to record the contractual terms upon which the Living Wage Adjustment Amount will be calculated, claimed and paid over the remaining Term of the Partnering Contracts, subject to and in accordance with the terms of this Deed.
- F. GWRC and the Operator agree that the desired outcome of the Living Wage Proposal and this Deed is to ensure that all Drivers are paid a minimum base hourly rate that aligns with or exceeds the Living Wage Rate.
- G. This Deed supplements the terms of the Partnering Contracts.

## Operative provisions

### 1. Definitions and interpretation

1.1 The Parties agree that:

1.1.1 the definitions and interpretation provisions set out at Schedule 1 (*Definitions and interpretation*) of this Deed apply unless the context requires otherwise; and

1.1.2 unless otherwise defined in this Deed, other capitalised terms have the meaning given to them in the Partnering Contract.

### 2. Compliance with requirements

2.1 The Operator confirms and warrants to GWRC that:

2.1.1 the Minimum Gross Hourly Base Rate is the greater of the actual Gross Hourly Rate at the Effective Date and the Minimum Wage Rate at the Effective Date;

2.1.2 the number of Service Hours and pay rate details applicable to Drivers employed by the Operator on the Establishment Date at base Gross Hourly Rates below the Minimum Gross Hourly Base Rate, is as set out at Schedule 2 (*PTOM Unit and Driver payroll information at Effective Date*);

2.1.3 the Employment Terms applicable to the Drivers paid below the Minimum Gross Hourly Base Rate have been amended to provide that from the Effective Date the Operator will pay those Drivers a base Gross Hourly Rate that is aligned with or exceeds the Living Wage Rate;

2.1.4 that all new Drivers employed, contracted or engaged by the Operator from and after the Effective Date will be employed, contracted or engaged under Employment Terms that provide that the Operator must pay the Driver a base Gross Hourly Rate that is aligned with or exceeds the Living Wage Rate; and

2.1.5 all Drivers employed, contracted or engaged by the Operator on and after the Effective Date will be paid a Minimum Gross Hourly Base Rate that aligns with or exceeds the Living Wage Rate.

2.2 Nothing in this Deed shall relieve the Operator from its obligations under clause 2.1 or from any of its obligations under any Transaction Document.

### 3. Additional payment claims

#### Initiating a payment claims

3.1 If the Operator incurs Living Wage Costs from and after the Effective Date, the Operator shall notify GWRC in writing that it seeks to be reimbursed for a Living

Wage Adjustment Amount from the Effective Date (or such later date notified in writing to GWRC).

- 3.2 Upon receipt of a written notice from the Operator under clause 3.1 GWRC shall:
- 3.2.1 calculate the Living Wage Adjustment Amount in accordance with the formula at clauses 4.4 to 4.8 and using the calculation template set out at Schedule 3 (*Template for calculation of Living Wage Adjustment Amount*);
  - 3.2.2 calculate the Living Wage Adjustment Amount monthly in arrears, for each Relevant Month with the first calculation being for the Relevant Month commencing on the Effective Date (or such later date agreed with the Operator); and
  - 3.2.3 provide a copy of the calculation of the Living Wage Adjustment Amount to the Operator for review within 5 Business Days of the end of each Relevant Month.
- 3.3 Upon receipt of calculation of the Living Wage Adjustment Amount from GWRC, the Operator shall:
- 3.3.1 confirm approval of the calculation by submitting an invoice to GWRC for payment in accordance with the requirements below, or
  - 3.3.2 provide GWRC with relevant information to support any proposed adjustments to the calculation,
  - 3.3.3 after agreeing the calculation with GWRC, submit an invoice to GWRC seeking reimbursement of the agreed Living Wage Adjustment Amount using the template tax invoice,
  - 3.3.4 ensure that in each case the invoice submitted:
    - (a) refers to this Deed;
    - (b) identifies the individual Partnering Contracts and Units to which the Living Wage Adjustment Amount relates;
    - (c) identifies the time period to which it relates;
    - (d) sets out the amount claimed in New Zealand dollars and cents, with cents being shown to two decimal places;
    - (e) is in the form of a valid tax invoice for the amount claimed by the Operator;
    - (f) is supported by Operator records that demonstrate that the amount claimed is consistent with the calculation amount agreed by GWRC and the Operator; and
    - (g) includes a written statement confirming that each of the Conditions of Payment have been met.

- 3.4 Within 5 Business Days of a request thereof, the Operator shall provide to GWRC:
- 3.4.1 such evidence as GWRC may reasonably request to demonstrate that the Conditions of Payment have been satisfied; and
  - 3.4.2 such other evidence of, and justification for, the amounts claimed by the Operator in a payment claim issued under this Deed as GWRC may reasonably request.

**Timing of submission of payment claims**

- 3.5 The Operator shall submit all payment claims in respect of those Living Wage Costs within 5 Business Days of the calculation of the Living Wage Adjustment Amount being agreed with GWRC.
- 3.6 The Operator acknowledges and agrees that:
- 3.6.1 GWRC will not be liable in respect of any Living Wage Costs; and
  - 3.6.2 the Operator will be absolutely barred from making any claim against GWRC in respect of any Living Wage Costs,
- unless the Operator submits the payment claim(s) in respect of those Living Wage Costs in accordance with the requirements of clauses 3.3, 3.4, 3.5 and 3.7 (as applicable).

**Conditions of payment**

- 3.7 Notwithstanding anything to the contrary in this Deed or any Partnering Contract, GWRC shall not be liable to make any payment pursuant to this Deed unless and until it is satisfied (acting reasonably) that each of the Conditions of Payment has been satisfied.

**Payment obligation**

- 3.8 Subject to clauses 3.5 to 3.6 (*Timing of submission of payment claims*), 3.7 (*Conditions of Payment*), 4.22 (*Tax invoice*), 4.27 (*Set-off*) and 4.28 to 4.29 (*Disputes*) and provided that the Operator has complied with its obligations under clauses 3.3 to 3.7 inclusive, GWRC shall, on or before the relevant Payment Date, pay the Operator the amount claimed in a payment claim issued by the Operator in accordance with clause 3.3.

**4. Payment related matters**

- 4.1 The Parties agree that at the Effective Date:
- 4.1.1 the Minimum Gross Hourly Base Rates are the greater of actual base Gross Hourly Rates paid to Drivers employed at the Effective Date and the Minimum Wage Rate at the Effective Date, as set out at Schedule 2 (*PTOM Unit and Driver payroll information at Effective Date*) and that these values are defined in Schedule 2 of this deed;
  - 4.1.2 the Living Wage Rate are those values defined in Schedule 2 of this deed;



- 4.1.3 the total average annualised driver hours paid at below the Living Wage are those values defined in Schedule 2 of this deed; and
- 4.1.4 the Revenue Service Hours for each contracted Unit are those values defined in Schedule 2 of this deed.
- 4.2 The Parties agree that the Living Wage Adjustment Amount will be calculated by GWRC to establish the monthly cost of any shortfall between the Minimum Gross Hourly Base Rate and the Living Wage Rate calculated in accordance with the formula set out at clauses 4.4 to 4.8 and using the template for calculation set at Schedule 3 (*Template for calculation of Living Wage Adjustment Amounts*).
- 4.3 The parties acknowledge and agree that Living Wage Rate will increase from 1 September 2021, to \$22.75, to reflect the increase announced by the Living Wage Organisation.
- 4.4 The Living Wage Adjustment Amount for each Relevant Month (*rm*) during the Term shall be calculated based on the Revenue Service Hours affected by this deed including:
- 4.4.1 Revenue Service Hours performed by the Operator as at the Commencement Date; and
- 4.4.2 Revenue Service Hours added or subtracted from the total Revenue Service Hours in accordance with the Timetable Change Process.
- 4.5 The Living Wage Adjustment Amount for the Relevant Month shall be calculated as follows:
- $$LWAA_{(rm)} = SH_{(rm)} \times (LWAR_{(rm)} + LWIA_{(rm)})$$
- Where:
- LWAA<sub>(rm)</sub>* is the Living Wage Adjustment Amount for the Relevant Month;
- SH<sub>(rm)</sub>* is the total Service Hours in the Relevant Month;
- LWAR<sub>(rm)</sub>* is the Living Wage Adjustment Rate applicable in the Relevant Month; and
- LWIA<sub>(rm)</sub>* is the Living Wage Indexation Adjustment applicable in the Relevant Month
- 4.6 The Service Hours eligible for the Living Wage Adjustment in the Relevant Month shall be calculated as follows:
- $$SH_{(rm)} = SH_{(p)} \times RSH \times \frac{PR}{12}$$
- Where:
- SH<sub>(p)</sub>* is the annualised Revenue Service Hours eligible for the Living Wage Adjustment in the Relevant Month;

*RSH* is the ratio calculated by dividing the total Service Hours by the total Revenue Service Hours as set out and recorded in Schedule 2 of this Deed;

$$PR = \frac{NDRM}{NDRP}$$

Where:

*NDRM* is the number of days in the Relevant Month effected by the relevant change to the Bus Unit Timetable, in accordance with the Timetable Change Process; and

*NDRP* is the number of days in that calendar month.

- 4.7 The Living Wage Adjustment Rate (*LWAR<sub>(rm)</sub>*) for the Relevant Month shall be calculated as follows:

$$LWAR_{(rm)} = LWR_{(rm)} - MGHBR$$

Where:

*LWAR<sub>(rm)</sub>* is the Living Wage Rate applicable during the Relevant Month.

*MGHBR* is the Minimum Gross Hourly Base Rate defined on the Establishment Date and recorded in Schedule 2 of this deed.

- 4.8 The Living Wage Indexation Adjustment (*LWIA<sub>(rm)</sub>*) for the Relevant Month shall be calculated as follows:

$$LWIA_{(rm)} = MGHBR \times \frac{(LI_{(base)} - LI_{(rm)})}{LI_{(base)}}$$

Where:

*LI<sub>(base)</sub>* is the labour index component of the Waka Kotahi NZ Transport Agency public transport index that was applicable on the Effective Date.

*LI<sub>(rm)</sub>* is the labour index component of the Waka Kotahi NZ Transport Agency public transport index that is applicable during the Relevant Month.

#### **Impact on Liability Cap**

- 4.9 For the purposes of paragraph 26 (*Liability Cap*) of Schedule 2 (*Agreement Details*) of each Partnering Contract, the Services Fee under that Partnering Contract shall be deemed to be increased by an amount equal to the aggregate amounts payable by GWRC to the Operator under this Deed in respect of payment claims in connection with that Partnering Contract.

#### **No double recovery**

- 4.10 The Operator shall not include any amount within a payment claim submitted under this Deed to the extent that:

- 4.10.1 the Operator has already received payment from GWRC under any Partnering Contract in respect of that amount;

4.10.2 the Operator has included (or will include) such amount within any payment claim issued by it under any Partnering Contract; or

4.10.3 the Operator has included (or will include) such amount within any claim for payment pursuant to the Timetable Change Process or Schedule 14 (*Change Events and Net Financial Impact*) of any Partnering Contract,

and GWRC shall not be liable under this Deed for payment of any such amount.

4.11 The Operator acknowledges and agrees that, to the extent that it is entitled to payment in respect of any Living Wage Costs under this Deed, it shall not be entitled to payment in respect of the same amount pursuant to any other Transaction Document and shall not seek to include such amount in any payment claim or other Claim pursuant to any other Transaction Document.

#### **Indexation**

4.12 Payments made pursuant to this Deed shall not be Indexed in accordance with clause 34.2 (*Amounts to be Indexed*) of the Partnering Contract.

#### **Audit**

4.13 Without limiting clause 24 (*Audit and inspection rights*) of the Partnering Contract, for the purpose of auditing the Operator's compliance with this Deed, the Operator shall permit GWRC or its representatives to inspect and audit any financial records, books, records, information and systems held or used by or on behalf of the Operator.

4.14 GWRC and its representatives shall be permitted to take copies of any books, records, information or other materials they inspect under clause 4.13 for the purposes of carrying out the inspection or audit under clause 4.13.

4.15 GWRC and its representatives may complete an inspection or audit under clause 4.13 where such inspection or audit relates to any actual or suspected fraud or material breach by the Operator of this Deed.

4.16 Where clause 4.15 does not apply, GWRC shall give the Operator at least 48 hours' notice of any inspection or audit to be carried by GWRC or its representatives.

4.17 The Operator shall ensure that the Operator and Operator Associates cooperate fully with GWRC and its representatives when carrying out an inspection under clause 4.13, including by providing such information and statements to GWRC or its representatives as may be reasonably required for the purposes of any inspection or audit activities.

4.18 GWRC shall bear the costs of any inspection or audit pursuant to clause 4.13 unless the activities reveal that information previously supplied to GWRC by the Operator or an Operator Associate was in any material respect incomplete, inaccurate, false or misleading, in which case the Operator shall pay the external costs incurred by

GWRC in carrying out such inspection or audit within 5 Business Days of demand thereof.

4.19 The Operator shall ensure that it is not restricted or prevented from providing any books, records, information, material, systems or procedures to GWRC or its representative for the purpose of inspection and audit rights under clause 4.13, except to the extent that any such books, records, information, material systems or procedures are subject to legal professional privilege.

4.20 To the extent relevant to the Operator, GWRC shall:

4.20.1 disclose the results of any inspection or audit carried out by GWRC pursuant to clause 4.13;

4.20.2 give the Operator an opportunity to comment upon the factual accuracy of such an inspection or audit; and

4.20.3 acting reasonably, consider the Operator's comments provided pursuant to clause 4.20.2.

#### **Alternative compensation**

4.21 If any arrangement comes into effect which GWRC (acting reasonably) considers will compensate the Operator for any costs incurred by the Operator during the period from the Effective Date in connection with the Living Wage Proposal, the Operator shall not be entitled to any payment in respect of such costs pursuant to this Deed and shall not include any such amounts within any payment claim issued pursuant to this Deed.

#### **Tax invoice**

4.22 Without prejudice to any obligations of the Operator and notwithstanding anything to the contrary in this Deed or any other Transaction Document, no moneys are payable to the Operator by GWRC under this Deed unless GWRC is in receipt of a valid tax invoice in relation to the relevant amount.

#### **Currency**

4.23 All moneys payable to or by any Party under this Deed are to be invoiced and paid in New Zealand dollars.

#### **Late payment**

4.24 If any Party fails to pay an undisputed amount on or before the date on which it falls due and payable under this Deed, such amount shall incur (and the paying Party shall be liable for) simple interest (both before and after judgment and payable on demand) calculated at the Default Rate from (and including) the day after the date on which the payment fell due and payable until (and including) the actual date of payment.

#### **Payment on account**

4.25 Clause 35.12 (*Payment on account*) of the Partnering Contract applies to any payment made under this Deed.

**GST, rates, taxation and utilities**

4.26 Clause 38 (*GST, rates, taxation and utilities*) of the Partnering Contract applies as if expressly set out in this Deed but with references therein to "Partnering Contract" being construed as references to this Deed instead.

**Set-off**

4.27 Clause 36 (*Set-off*) of the Partnering Contract applies to any amount payable under this Deed.

**Disputes**

4.28 Any dispute, difference of opinion or disagreement between the Parties, including any Claim, arising out of or in connection with this Deed shall be resolved in accordance with clause 45 (*Dispute Resolution Procedure*) of the Partnering Contract as if it were a Dispute under the Partnering Contract.

4.29 Clause 37 (*Disputes about payments*) of the Partnering Contract shall apply to any disputed amount under this Deed but with references therein to "Partnering Contract" being construed as references to this Deed instead.

**Full and final settlement**

4.30 To the maximum extent permitted by Law, the Operator acknowledges and agrees that this Deed and the rights and obligations contained in it is in full and final settlement of (and this Deed sets out all of):

4.30.1 the Operator's rights, remedies, entitlements and Claims against GWRC in connection with the Living Wage Proposal for the period from the Effective Date until and including the last day of the Term; and

4.30.2 GWRC's liabilities and obligations to the Operator in connection with the Living Wage Proposal for the period from the Effective Date until and including the last day of the Term.

4.31 Without limiting clause 4.30 or GWRC's express obligations under this Deed or the Partnering Contract, the Operator acknowledges that:

4.31.1 this Deed and the agreement by GWRC to the terms of this Deed does not constitute any assurance (or set any precedent indicating) that GWRC will agree to pay any other claims brought by the Operator at any time in connection with the Living Wage Proposal; and

4.31.2 the Operator has no expectation that GWRC will agree to pay such other claims.

4.32 The Operator acknowledges and agrees that, notwithstanding anything to the contrary contained in the Partnering Contract, it shall not be entitled to (and GWRC shall not be liable for) any payment in connection with the execution of this Deed or the performance by the Operator of any of its obligations under this Deed, in each case except to the extent expressly provided for in this Deed.

## 5. Operator's obligation to inform GWRC

### Notification of issues

- 5.1 Without limiting any other obligations of the Operator under this Deed if the Operator becomes aware of any issue arising in connection with the Living Wage Proposal which it has not previously notified to GWRC and which will (or is likely to):
- 5.1.1 materially adversely impact on the provision of the Services;
  - 5.1.2 cause material disruption to any of the Services; or
  - 5.1.3 materially increase the costs incurred or to be incurred by the Operator in connection with the provision of the Services,
- the Operator shall:
- 5.1.4 promptly notify GWRC; and
  - 5.1.5 promptly provide such information as GWRC may reasonably request in connection therewith.

## 6. Relationship with Partnering Contract provisions

- 6.1 GWRC and the Operator shall work together reasonably, in good faith and in accordance with the Partnering Principles to minimise the impact, service disruption, safety risks and costs (as applicable) that may arise in connection with the Living Wage Proposal.
- 6.2 The provisions of this Deed do not limit (and are in addition to) the Timetable Change Process and the Contract Variation process set out in the Partnering Contract.
- 6.3 Nothing in this Deed entitles the Operator to implement any change to the Bus Unit Timetable (including any adjustment to the PVR) or any Contract Variation in connection with the Living Wage Proposal.
- 6.4 If the Operator wishes to propose:
- 6.4.1 a change to the Bus Unit Timetable; or
  - 6.4.2 a Contract Variation,
- in connection with the Living Wage Proposal, it shall do so in accordance with the Timetable Change Process or Contract Variation process (as applicable) provided for in the Partnering Contract.
- 6.5 This Deed shall not limit or otherwise affect GWRC's rights to reject a change proposed by the Operator under the Timetable Change Process or the Contract Variation process provided for in the Partnering Contract.

## 7. Review

7.1 The Parties acknowledge and agree that the terms of this Deed or the entire Deed may require review, variation, or termination following one or more of the following events:

- 7.1.1 legislative changes relating to the Operators obligation to pay the Minimum Wage;
- 7.1.2 legislative changes relating to the payment of Driver wages;
- 7.1.3 changes relating to the Living Wage Rate; or
- 7.1.4 changes relating to the Council or Waka Kotahi funding required to fund claims made under this Deed,

in which either Party may issue a notice to the other Party notifying it of the occurrence of one or more of the events referred to in this clause 7.1.

7.2 Upon receipt of a notice of a notice issued pursuant to clause 7.1, the Parties shall meet within 20 Business Days to discuss and agree (acting reasonably) the changes necessary (if any) to this Deed.

7.3 For the avoidance of doubt, any dispute regarding the application of clauses 7.1 and 7.2 shall be resolved in accordance with clause 45 (*Dispute Resolution Procedure*) of the Partnering Contract as if it were a dispute under the Partnering Contract.

## 8. Miscellaneous

### Deed to comprise a Transaction Document

8.1 The Parties agree that, with effect from the date of this Deed, this Deed shall constitute a Transaction Document for the purposes of the Partnering Contract.

### Confidentiality

8.2 The Parties acknowledge and agree that the terms of this Deed constitute Confidential Information for the purposes of clause 59 of the Partnering Contract.

### Assignment by the Operator

8.3 The Operator shall not create or allow a Security Interest over, or in any other way either directly or indirectly assign, novate, transfer, dispose of, part with possession of, create or allow any interest in, or otherwise deal with any of its rights or obligations under this Deed, other than under a Permitted Security Interest or with the prior written consent of GWRC.

8.4 The Operator shall provide any request for consent under clause 8.3 at least 20 Business Days prior to the proposed Effective Date of the relevant action.

### Assignment by GWRC

8.5 GWRC may assign, novate, transfer or otherwise dispose of any right or obligation under this Deed to any local authority or council controlled organisation of a local authority (each as defined in the LGA) or to any other Governmental Entity and the

Operator hereby consents to the same. The Operator shall promptly execute any such documents as GWRC may reasonably require to give effect to such transaction.

#### **Notices**

8.6 Any notice required to be given in relation to this Deed shall be given and deemed received in accordance with clause 63 (*Notices*) of the Partnering Contract.

#### **Relationship between Parties**

8.7 Nothing in this Deed is to be construed or interpreted as constituting the relationship between the Parties as a partnership, quasi-partnership, association or any other relationship in which a Party may (except as expressly provided for in this Deed) be liable for the acts or omissions of the other Party.

8.8 Except as expressly provided in this Deed, nothing in this Deed shall be construed to authorise any Party to act as an agent for any other Party for any purpose.

#### **Requirement to use 'best endeavours' or 'reasonable endeavours'**

8.9 Where this Deed requires that a Party shall use 'best endeavours' or 'reasonable endeavours', this does not require the Party to:

8.9.1 act unreasonably, in breach of Safety Law or outside the Law;

8.9.2 interfere with or influence the exercise by any person of a statutory power or discretion;

8.9.3 in the case of GWRC only, exercise a power or discretion or otherwise act in a manner that GWRC regards as not in the public interest; or

8.9.4 provide any performance bond, guarantee or Security Interest other than as specifically required under this Deed.

#### **Entire Agreement and amendments**

8.10 This Deed, the Partnering Contract and the other Transaction Documents contain the entire agreement between the Parties with respect to their subject matter and supersede any earlier agreements or understandings between the Parties in connection with their subject matter.

8.11 This Deed may only be amended by way of a written agreement duly executed by each of the Parties.

#### **No reliance**

8.12 The Operator hereby acknowledges that, before entering into this Deed, it made all enquiries it wanted to make in relation to its rights and obligations under this Deed and that in entering into this Deed it:

8.12.1 did not rely on any representation, warranty, guarantee, assurance, undertaking or other statement made by or on behalf of GWRC; and



- 8.12.2 has made its own assessment of the rights provided to it and the obligations imposed on it by this Deed.

**No waiver**

- 8.13 No waiver of any breach of, or failure to enforce any provision of, this Deed, nor any delay in exercising any right, power or remedy by a Party in any way affects, limits or waives the right of such Party thereafter to enforce and compel strict compliance with the provisions of this Deed. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- 8.14 No waiver by a Party of any part of this Deed is binding unless it is made in writing by the Party granting that waiver.

**Rights cumulative**

- 8.15 Subject to any express provision in this Deed to the contrary, the rights, powers and remedies of a Party under this Deed are cumulative and are in addition to (and do not exclude or limit) any right, power or remedy provided by Law or equity or by any other agreement.

**Further assurances**

- 8.16 Each Party agrees to execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Deed.

**No merger**

- 8.17 The rights and obligations of the Parties shall not merge on the completion of any transaction contemplated by this Deed. The rights and obligations of the Parties will survive the execution and delivery of any assignment or other document entered into for the purposes of implementing any such transaction.

**Costs and expenses**

- 8.18 Subject to any express provision to the contrary in this Deed, each Party shall bear its own costs and expenses relating directly or indirectly to the negotiation, preparation, execution of and performance of its obligations under this Deed.

**Severability of provisions**

- 8.19 The illegality, invalidity or unenforceability at any time of any provision of this Deed under any law will not affect the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of those provisions under any other law.

**Governing law**

- 8.20 This Deed and the transactions contemplated by this Deed are governed by and are to be construed in accordance with New Zealand law and, subject to clause 4.28 and 4.29 (*Disputes*) and the Dispute Resolution Procedure, the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.

**GWRC action**

8.21 The Operator acknowledges that GWRC is the local authority in the region in which the Services are to be provided and that, notwithstanding anything to the contrary in this Deed, nothing in this Deed:

8.21.1 requires GWRC or any other Governmental Entity to exercise, or use, any regulatory or legislative powers in order to influence or affect an outcome; or

8.21.2 shall restrict or affect in any way the manner in which GWRC or any other Governmental Entity may act in the exercise of its regulatory or legislative rights, powers and duties as a local authority.

**Contract and Commercial Law Act 2017**

8.22 Except to the extent any term of this Deed expressly states otherwise, a person who is not a Party to this Deed shall have no right under the Contract and Commercial Law Act 2017 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**Operation of indemnities**

8.23 No indemnity in this Deed limits the effect or operation of any other indemnity in this Deed or any other Transaction Document.

8.24 Unless expressly provided otherwise, each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the Parties.

8.25 Each indemnity in this Deed survives the expiry or termination of this Deed.

8.26 A Party may recover a payment under an indemnity in this Deed before it makes the payment in respect of which the indemnity is given.

**Counterparts**

8.27 This Deed may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument. Either Party may enter into this Deed by signing a counterpart copy and sending it to the other party, including by email, facsimile, or digital signing tool.

**Delivery**

8.28 For the purposes of section 9 of the Property Law Act 2007, and without limiting any other mode of delivery, this Deed will be delivered by each Party immediately upon the earlier of:

8.28.1 physical delivery of an original of this Deed, executed by the relevant Party, into the custody of the other party or the other Party's solicitors; or

8.28.2 transmission by the relevant Party or its solicitors (or any other person authorised in writing by the relevant Party) of a facsimile, photocopied

or scanned copy of an original of this Deed, executed by the relevant Party, to the other Party or the other Party’s solicitors.

**Executed and delivered as a Deed:**

**Wellington Regional Council**

by



Signature of attorney acting pursuant to a power of attorney dated 13 June 2019

Nigel Corry

Name of attorney

Chief Executive

Title of attorney



Signature of witness

Rebecca Dobbs

Name of witness

EA

Occupation of witness

Address of witness

**Wellington City Transport Limited** (company number 484792)

by



Signature of director

William Barry Hinkley

Name of director



Signature of director

IAN RUSSELL GROSE

Name of director

**CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY**

I, Nigel Corry of Wellington, Chief Executive of Wellington Regional Council hereby certify:

1. That by a Deed dated 13 June 2019, Wellington Regional Council appointed me as its Attorney on the terms and subject to the conditions set out in the said Deed.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment.

**SIGNED** at Wellington this 21st day of October 2021



**Nigel Corry**

Chief Executive  
Wellington Regional Council

**Schedule 1 – Definitions and interpretation**

**Definitions**

1. The following definitions apply unless the context requires otherwise:

<p><b>Conditions of Payment</b></p>	<p>means the following conditions:</p> <ul style="list-style-type: none"> <li>(a) the payment claim must only include amounts falling within the definition of Living Wage Costs and, without limiting the foregoing, must not include any amounts which contravene clause 4.10 (<i>No double recovery</i>) or 4.21 (<i>Alternative compensation</i>);</li> <li>(b) the payment claim must only relate to Living Wage Costs incurred by the Operator from and after the Effective Date;</li> <li>(c) the payment claim must only relate to Drivers employed by the Operator on Employment Terms that require the Operator to pay Drivers the Minimum Gross Hourly Base Rate; and</li> <li>(d) to the extent that the amounts claimed relate to additional payments to be made by the Operator to Drivers in accordance with this Deed, such amounts must have been paid in full to the relevant Drivers.</li> </ul>
<p><b>Drivers</b></p>	<p>means those persons employed, contracted or engaged by the Operator or Operator Associates from time to time in the operation of the Vehicles to provide Passenger Services under the Partnering Contracts.</p>
<p><b>Effective Date</b></p>	<p>means the date confirmed by the Operator in writing to GWRC from which the Employment Terms have been amended to require the Operator to pay Drivers a Gross Hourly Rate that is aligned with or exceeds the Living Wage Rate.</p>
<p><b>Employment Terms</b></p>	<p>means the collective employment agreements and/or the independent employment agreements or other agreement under which the Operator or Operator Associate employs, contracts or engages the individual Drivers.</p>
<p><b>Establishment Date</b></p>	<p>means the day immediately prior to the Effective Date.</p>

<b>Gross Hourly Rate</b>	means the contracted gross base hourly rate paid to Drivers excluding allowances.
<b>Living Wage Adjustment Amount</b>	means the calculation completed in accordance with the formula at clauses 4.4 to 4.8 and set out the template at Schedule 3 ( <i>Template for calculation of the Living Wage Adjustment Amount</i> ).
<b>Living Wage Costs</b>	means, subject to clauses 4.10 ( <i>No double recovery</i> ) and 4.21 ( <i>Alternative Compensation</i> ), the additional direct costs reasonably and demonstrably incurred by the Operator in the provision of passenger services under the Partnering Contract to the extent only that such costs are incurred directly and solely as a consequence of the Operator complying with (and implementing) the Living Wage Proposal in accordance with the requirements set out in this Deed.
<b>Living Wage Organisation</b>	means: (a) at the date of this Deed the New Zealand Family Centre Social Policy Unit (or any direct replacement thereof); or (b) any other entity, group or body later nominated by GWRC (acting reasonably).
<b>Living Wage Proposal</b>	means GWRC’s offer to provide additional funding to the Operator to fund claims for the additional direct costs that arise from an increase in the minimum base rate paid to Drivers determined in accordance with the following key principles: 1) the Driver minimum base rate must be adjusted to a wage floor that aligns with or exceeds the Living Wage Rate 2) all Drivers engaged by the Operator or Operator Associates at the Effective Date must be paid at or above a wage floor that aligns with or exceeds the Living Wage Rate; and 3) claims for additional funding will not be available to fund any indirect Driver costs, such as relativity adjustments or a lift in penal rates, performance bonuses or allowances.
<b>Living Wage Rate</b>	from the Effective Date, means the maximum of any Living Wage Rate defined by the Living Wage Organisation that is applicable during a Relevant Month

	<i>(m)</i> and, then over the remaining Term adjusted in accordance with the provisions at clauses 4.3 to 4.8 of this Deed.
<b>Minimum Gross Hourly Base Rate</b>	has the meaning given to it in clause 4.1.1.
<b>Minimum Wage Rate</b>	means the relevant rates of wages set out in the Minimum Wage Order enacted under the Minimum Wage Act 1983 in force at the time (or such similar legislation or Order in Council).
<b>Parties</b>	means the parties to this Deed.
<b>Partnering Contracts</b>	means the partnering contracts and Associated Partnering Contracts made between GWRC and the Operator in respect of the PTOM Unit (s) described at Schedule 2 ( <i>PTOM Unit and Driver payroll information at Effective Date</i> ).
<b>Payment Date</b>	means the later of 20th day of the month following the end of the month to which the payment claim relates (or if such a day is not a Business Day, the next Business Day) or the 5 <sup>th</sup> Business Day following receipt by GWRC of the tax invoice to which the payment claim relates.
<b>PTOM Unit</b>	means a unit (as defined in section 5(1) of the Land Transport Management Act 2003) specified in the Wellington Regional Public Transport Plan.
<b>Relevant Month</b>	means each calendar month during the Term provided that: <ul style="list-style-type: none"> <li>(a) the first Relevant Month shall commence on the Effective Date (or such later date agreed by the Parties) and end on the last day of the calendar month in which the Effective Date (or such later agreed date) falls; and</li> <li>(b) the final Relevant Month shall end on the Termination Date.</li> </ul>
<b>Revenue Service Hours</b>	has the meaning set out in the Partnering Contracts.
<b>Service Hours</b>	means an hour in which a Driver is employed, contracted or engaged to provide passenger services by the Operator or Operator Associate under the Partnering Contracts including: <ul style="list-style-type: none"> <li>(a) carrying out Revenue Service Hours; and</li> </ul>



	(b) activities directly related to carrying out Revenue Service Hours.
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## Interpretation

2. The following rules apply unless the context requires otherwise:

- (c) Headings are for convenience only and do not affect interpretation;
- (d) The singular includes the plural and conversely;
- (e) A gender includes all genders;
- (f) If a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (g) A reference to a person, corporation, trust, partnership, unincorporated body, organisation or other entity includes any of them;
- (h) A reference to a clause, schedule, annexure or appendix is a reference to a clause of or a schedule, annexure or appendix to, this Deed, and a reference to a paragraph is to a paragraph of the same clause, schedule, annexure or appendix unless the context requires otherwise;
- (i) A reference to an agreement or document (including a reference to this Deed or a Partnering Contract) is to the agreement or document as amended, varied or supplemented, novated or replaced, except to the extent prohibited by this Deed, the Partnering Contract or that other agreement or document;
- (j) A reference to a person includes that person's successors, permitted substitutes and permitted assigns (and, where applicable, that person's legal personal representatives);
- (k) A reference to legislation or a rule or to a provision of legislation or rule includes a modification or re-enactment of it, a legislative provision or rule substituted for it and a regulation or statutory instrument issued under it;
- (l) A reference to conduct includes an act, omission, statement and undertaking, whether or not in writing;
- (m) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;
- (n) A reference to dollars and \$ is to New Zealand currency;
- (o) A reference to a month or to a year is to a calendar month or a calendar year;
- (p) A reference to a right or an obligation of any two or more persons confers that right, or imposes that obligation as the case may be, on each of them severally and all of them jointly;

- (q) A reference to a Party or Parties is a reference to each of those persons separately;
- (r) A reference to writing includes an email and any other means of reproducing words in a tangible and permanently visible form;
- (s) A reference to an asset includes any real or personal, present or future, tangible or intangible, property or asset (including Intellectual Property Rights) and any right, interest, revenue or benefit in, under or derived from, the property or asset;
- (t) A reference to any governmental department, professional body, committee, council, local authority, council controlled organisation or other body includes the successors to that body or any relevant activity or function of that body;
- (u) A reference to a liability includes any obligation whether present or future or actual or contingent or as a principal, surety or otherwise;
- (v) A reference to includes or including or other similar words should be construed without limitation;
- (w) Where the time for performing an obligation or exercising a right is expressed by reference to a period of one or more months before or after a specified date (the **reference date**) that time period will be determined by calculating the number of months specified from the reference date, with the period expiring on the date which is the equivalent date to the reference date, or if there is no such date in the final month, the last day of that final month;
- (x) Where the time for performing an obligation or exercising a right is expressed as being "immediately" following or after an event or circumstance occurring, it means as soon as reasonably practicable but no later than 24 hours following or after that event or circumstance occurring; and
- (y) A reference to obligations includes indemnities, warranties, representations and undertakings and a reference to breach or breach of obligations includes breach of any indemnities, warranties, representations and undertakings.

### **Consents or approvals**

3. If the doing of any act, matter or thing under this Deed is dependent on the consent or approval of a Party or is within the discretion of a Party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the Party at its absolute discretion unless express provision to the contrary is made.

**Schedule 2 – PTOM Unit and Driver payroll information at Effective Date**

Unit #	Revenue Service Hours	TAH	RSH	LWAA Start	MGHBR
Unit 2	121,755	543,617	2.072	1 Jul 21	\$ 19.66
Unit 3	33,121		2.072	1 Jul 21	\$ 19.66
Unit 5	29,641		2.072	1 Jul 21	\$ 19.66
Unit 6	43,901		2.072	1 Jul 21	\$ 19.66
Unit 12	33,902		2.072	1 Jul 21	\$ 19.66

RSH = 2.07234294

Applicable Living Wage Rate 1 April 2021: \$22.10

Applicable Living Wage Rate 1 September 2021: \$22.75

**Schedule 3 – Template for calculation of the Living Wage Adjustment Amount**

See the Excel file titled 'Schedule 3 to Living Wage Deed – Template for calculating the Living Wage Adjustment Amount'. Example below:

**August 2021 Living Wage Adjustment Amount (Sample of format with dummy data)**

Optr	Unit	Description (from TT Change)	Start	End	Rev Service Hrs (p.a.)	RSH	Service Hrs (p.a.)	NDRP	NDRM	PR	LWR	MGHBR	LWAR	\$ 26,225.24
Operator	Unit A	Establishment of Living Wage Adjustment	15 Aug 21	14 Jul 30	\$ 100,000.00	1.850	\$ 185,000.00	31	17	0.55	\$ 22.10	\$ 19.75	\$ 2.35	\$ 19,867.61
Operator	Unit B	Establishment of Living Wage Adjustment	15 Aug 21	14 Jul 30	\$ 30,000.00	1.850	\$ 55,500.00	31	17	0.55	\$ 22.10	\$ 19.75	\$ 2.35	\$ 5,960.28
Operator	Unit C	Establishment of Living Wage Adjustment	15 Aug 21	14 Jul 27	\$ 2,000.00	1.850	\$ 3,700.00	31	17	0.55	\$ 22.10	\$ 19.75	\$ 2.35	\$ 397.35

Example showing the August 2021 adjustment amount for an operator with all three units moving to living wage on 15 August 2021 and remaining at that level

**September 2021 Living Wage Adjustment Amount (Sample of format with dummy data)**

Optr	Unit	Description (from TT Change)	Start	End	Rev Service Hrs (p.a.)	RSH	Service Hrs (p.a.)	NDRP	NDRM	PR	LWR	MGHBR	LWAR	\$ 61,655.10
Operator	Unit A	Establishment of Living Wage Adjustment	15 Aug 21	14 Jul 30	\$ 100,000.00	1.850	\$ 185,000.00	31	31	1.00	\$ 22.75	\$ 19.75	\$ 3.00	\$ 46,250.00
Operator	Unit B	Establishment of Living Wage Adjustment	15 Aug 21	14 Jul 30	\$ 30,000.00	1.850	\$ 55,500.00	31	31	1.00	\$ 22.75	\$ 19.75	\$ 3.00	\$ 13,875.00
Operator	Unit C	Establishment of Living Wage Adjustment	15 Aug 21	14 Jul 27	\$ 2,000.00	1.850	\$ 3,700.00	31	31	1.00	\$ 22.75	\$ 19.75	\$ 3.00	\$ 925.00
Operator	Unit C	Timetable Change Route 6a route reduction	16 Sep 21	23 Sep 21	\$ (500.00)	1.850	\$ (925.00)	31	16	0.50	\$ 22.75	\$ 19.75	\$ 3.00	\$ (115.63)
Operator	Unit A	Timetable Change Route 27b route extension	20 Sep 21	14 Jul 30	\$ 4,250.00	1.850	\$ 7,862.50	31	11	0.37	\$ 22.75	\$ 19.75	\$ 3.00	\$ 720.73

Example showing the September 2021 adjustment amount for an operator with all three units remaining at the living wage and also experiencing two timetable changes as well

**Schedule 4 – Total Driver Hours and Gross Base Rate at Establishment Date**

This Schedule sets out the derivation of the total Service Hours (543,617) affected by this Deed for the Operator and Operator Associates together with the Minimum Gross Hourly Base Rate of \$19.66 at the Establishment Date. This Schedule also estimates the annualised cost impact of moving to the Living Wage Rate, not including the effects of Indexation (as set out in clauses 4.4 to 4.8).

<b>Current Rates</b>	<b>Hours</b>	<b>Base Rate</b>	<b>Base Rate Cost</b>	
Rostered Driver Hours at Ordinary Time	329,143	\$19.66	\$6,470,951	
Rostered Driver Hours Penal Rates	109,023	\$19.66	\$2,143,392	
Unrostered Driver Hours at Base Rate	8,461	\$19.66	\$166,343	
<b>Total Driving Hours</b>	<b>446,627</b>	<b>\$19.66</b>	<b>\$8,780,687</b>	
Leave Hours at Base Rate	96,990	\$19.66	\$1,906,821	
<b>Total Hours</b>	<b>543,617</b>	<b>\$19.66</b>	<b>\$10,687,508</b>	

  

<b>Living Wage Rate</b>			<b>Living Wage</b>	
			<b>Cost</b>	<b>Adj</b>
Driving Hours	446,627	\$22.10	\$9,870,457	\$1,089,770
Other Hours	96,990	\$22.10	\$2,143,477	\$236,655
<b>Total</b>	<b>543,617</b>		<b>\$12,013,934</b>	<b>\$1,326,425</b>

  

<b>Living Wage Rate</b>			<b>Living Wage</b>	
			<b>Cost</b>	<b>Adj</b>
Driving Hours	446,627	\$22.75	\$10,160,764	\$1,380,077
Other Hours	96,990	\$22.75	\$2,206,520	\$299,699
<b>Total</b>	<b>543,617</b>		<b>\$12,367,285</b>	<b>\$1,679,776</b>

## Memorandum of Understanding

10 July 2023

### Wellington

#### Climate Emergency Response Fund allocation for Driver Terms and Conditions

#### The Parties

Wellington Regional Council "The Authority"

Wellington City Transport Limited and Cityline (New Zealand) Limited "The Operator" and Supported by

Tramways and Public Transport Employees Union "Union Representative" and

Waka Kotahi NZ Transport Agency "Waka Kotahi"

#### Background and Purpose

The Parties are committed to ensuring a sustainable driver workforce, improving the attractiveness of bus driving as a career and supporting the retention and recruitment of bus drivers.

In Budget 2022 Cabinet approved Crown funding from the Climate Emergency Response Fund for the Retaining and Recruiting Bus Drivers – Improving Terms and Conditions initiative. The initiative aims to improve bus driver terms and conditions employed by the Operator which carries out services on behalf of The Authority.

Funding is to be made available subject to meeting funding conditions set by Cabinet.

The purpose of this document is to record agreement of the Parties to work in good faith to meet the conditions and to record the next viable step towards improving terms and conditions for bus drivers.

The Parties recognise this represents a collaborative step forward and acknowledge there is more work to be done.

This agreement records the intent of the parties and does not pre-determine any other legal process binding on the Parties. Receipt of Crown funding will be subject to separate agreement.

#### Agreement

- 1) The Parties record their joint intent to work in good faith to increase the existing bus driver hourly base rate for drivers to \$25.54 per hour on 1 April 2023 (Wage Uplift). The parties recognise that penal rates apply in addition to the hourly base rate.
- 2) The Parties acknowledge and understand that in order to receive Crown funding:

- PROPOSED RELEASE
- a) The Authority must provide local share funding to match Crown funding at the normal funding assistance rate.
  - b) It must be demonstrated to the satisfaction of The Authority that The Operator has or will contribute to increased driver wages consistent with the wage component of indexation since The Authority last contributed additional funding (beyond indexation and normal contract payments) to lift driver wages through to the date wages are further increased in accordance with this Memorandum of Understanding.
  - c) The Operator must at least annually adjust driver wages and utilise the full labour component of future indexation payments to increase driver wages for the remaining term of their service contract(s) with The Authority.
- 3) The Operator will disclose data and information to The Authority as may be reasonably required to verify the commitments in this Memorandum of Understanding on an ongoing basis. The Authority may share this data and information with Waka Kotahi and Waka Kotahi may in turn share this information with the Ministry of Transport for purposes of providing updates on the progress of the initiative and other administrative obligations.
  - 4) Subject to all Parties signing this Memorandum of Understanding, Waka Kotahi will work with The Authority to enable access to the government share of funding (subject to meeting funding conditions).
  - 5) The Parties record their intention that subject to confirmation of local share funding from the Authority and confirmation of Crown funding from Waka Kotahi:
    - a) The Authority and The Operator will amend relevant contract(s) for services to give effect to agreements reached pursuant to the process outlined in this Memorandum of Understanding.
    - b) To the extent necessary, The Operator and, where applicable The Union(s), will work in good faith to amend employment agreements to give effect to agreements reached pursuant to the process outlined in this Memorandum of Understanding.
  - 6) This Memorandum of Understanding is effective on the day that it is signed by all Parties and remains effective until the intended initiative(s) under Section 1) are implemented or until this document is superseded by a future agreement agreed by the Parties.

**Signatures**

Signed for and on behalf of Wellington Regional Council	
	Date: 12 July 2023
Name:	
Signed for and on behalf of Wellington City Transport Limited and Cityline (New Zealand) Limited	
	Date: 10-07-23
Name:	
Signed for and on behalf of Tramways and Public Transport Employees Union	
 KEVIN O'SULLIVAN	Date: 11-07-23
Name:	
Signed for and on behalf of Waka Kotahi, New Zealand Transport Agency:	
	Date: 31/08/2023
Name: Deborah Hume	

PROACTIVE RELEASE