



RMTU PAY AND CONDITIONS CLAIM

KIWIRAIL HOLDINGS LTD

AND

KIWIRAIL LIMITED

MULTI EMPLOYER COLLECTIVE

AGREEMENT 2014/15

May 2014

2014 RMTU PAY AND CONDITIONS CLAIM

This claims document is lodged by the bargaining team of the Rail & Maritime Transport Union (Inc). on behalf of all financial KiwiRail Holdings Ltd and KiwiRail Ltd members who shall fall within the coverage of the proposed Collective Agreement. Claims are listed using the existing clause for reference where possible.

The elements of the claim are as follows:

- A real wages increase to all wage and allowance rates in this Collective Agreement during its currency.
- The carry forward and inclusion into a new KiwiRail Holdings Limited, and KiwiRail Ltd Multi-Employer Collective Agreement of the conditions of employment as set out in the soon to be expired NZ Railways Corporation, Ontrack Infrastructure Ltd and Kiwirail Ltd Collective Agreement 2012/14. Whilst the claims often seek improvements to a number of existing Clauses within the present Collective Agreement, the Union also claims that the other Clauses, where no improvement is sought, be carried forward into the new Collective Agreement in their present form.
- Improvements to a number of existing Clauses contained in the respective Collective Agreements.
- New conditions of employment not presently provided for in the Collective Agreement.
- The Collective Agreement to be effective from 1 July 2014 and if required full retrospective payment of wages and allowances to be provided for.
- The term of the new Collective Agreement to be **12** months expiring upon 30 June 2015.
- The Rail & Maritime Transport Union reserves the right to lodge supplementary claims in respect of matters included in this claim or new matters that may arise during discussions within the bargaining round.

GENERAL ADJUSTMENT

1. The Claim is for an increase in all pay rates and allowances of **3.0%**. There are however further claims that are occupational specific within the claims document that could be said to be general increases for that group.
 - The pay claim is based upon the following factors:
 - The need to protect the living standards of members.
 - Recognition of productivity increases made by members as measured by improvements in company efficiency and productivity.
 - The need for the employer to recruit and retain employees of a high calibre.
 - Recognition of the workers right to share in the profits and business growth of the company.
 - Recognition of the rising cost of mortgage finance to employees
 - Recognition of the escalating cost of electricity and petroleum products.
 - To compensate members for increases to the general cost of living.

CONDITIONS OF EMPLOYMENT CLAIMS

- Alterations sought to the current NZ Railways Corporation, Ontrack Infrastructure Ltd and Kiwirail Ltd Multi Employer Collective Agreement.

General

2. That in line with the principles of good faith bargaining **KiwiRail Holdings Limited and KiwiRail Ltd** is required to disclose at this negotiating forum any plans, proposals or strategic options that may impact on employees during the currency of any new Collective Agreement (CA). Any issues arising from those disclosures that could impact on these terms and conditions of employment of members covered by this CA shall be resolved and agreed as part of these CA negotiations. There shall be no surprises for members by the employer during the currency of the agreement and any such “surprise” shall constitute a breach of good faith. Members are concerned at the current job insecurity around minor lines and contracting out etc.
3. Any employee who undergoes a medical assessment for their occupation or designation by a Railway Medical Advisor shall be paid a minimum of 8 hours, or their rostered shift if greater than 8 hrs, for the medical assessment and they are to be removed from their full rostered shift.
4. New Provision that any and all hours worked in excess of 12 hours shall be paid and treated as an extra work period.
5. That KiwiRail employ more trades apprentices in I&E and Mechanical
6. That the MECA be amended so as to recognise Mechanical’s inclusion within the Freight Division

Clause 4.4

7. This clause to be deleted as we are 4 years post amalgamation

Clause 16

8. Insert provision to provide for 1 days paid union leave for every 25 members of the Union to be used at the discretion of the General Secretary subject to normal work release provisions.

Clause 21

9. That all workers who are required to wear prescription glasses so as to perform their work safely shall be entitled to have the employer supply them at least once every two years.

Clause 21.5

10. The RMTU requests that the Drug, Medication and Alcohol clause and policy be reviewed to provide for saliva testing.

Clause 24.1.1

11. Provide for any hours worked in excess of 12 to be paid as an extra work period.

Clause 24.2

12. New Provision – Should the roster centre be unable to ensure an LE is back in their home location before breaching the provisions of clause 23.3.2 then the following shall apply, exceeding 11hrs \$100.00 penalty payment, exceeding 12 hrs \$150.00 penalty payment, exceeding 13hrs \$200.00 penalty payment and a further \$50.00 for every hour thereafter.

Clause 24.4.3

13. Alter provision to provide for equality of treatment between KiwiRail Divisions for call outs/call backs.
14. Minimum of a 4 hour call out/ call back

Clause 24.5

15. Alter provision to provide for equality of treatment between KiwiRail Divisions for call outs/call backs.

Clause 25.1

16. KiwiRail to recognize Matariki in its practices.

Clause 25.5.2

17. Delete the exclusion of Locomotive Engineers in this clause.

Clause 25.6

18. Alter provision to provide for equality of treatment between KiwiRail Divisions for call outs/call backs.

Clause 26.6

19. There is a problem with the deduction of annual leave. This is similar in nature to the issue with sick leave addressed last wage round. Long distance train managers are particularly disadvantaged for absences of less than a fortnight under the current system. We wish to discuss this issue in more depth to provide greater parity.

Clause 26.17

20. All accrued and unused sick leave to be paid out upon resignation or retirement.

Clause 26.20

21. New – All staff wishing to be enrolled on the asbestos register
22. New – That a mole map be an optional part of any compulsory medical.

Clause 27.6.1

23. Delete this clause.

Clause 27.6.3

24. Amend the clause to remove the employer discretion for early retirement after satisfying all other criteria.
25. Amend clause to provide for an employee from age 60 or on completing 40 years' service being able to use their retirement leave in lots of 5, 10, 15 or 20 days whilst

employed.

Clause 27.6.5

26. Delete this clause.

Clause 27.6.6

27. Delete this clause

Clause 33.3

28. Increase this allowance to \$20.00 per fortnight

Clause 33.10

29. Remove exclusion of I&E from this allowance for OJT Safety Critical Roles and abolish clause 7 of the I&E Schedule

30. Delete exception of team leaders in clause.

Clause 33.11

31. Amend clause to provide this payment to any and all KiwiRail staff based at Otira

Clause 33.15

32. New – EF Allowance to recognize extra skills of an EF Maintainer at \$2.50ph

33. New – That a wheel lathe allowance be inserted at the GTMR rate

34. New – That a cab controlled overhead crane allowance be inserted

Clause 33.20

35. New – That all staff travelling on the ferries be given Nautical miles and lounge access as part of their free pass or privilege journey.

Clause 35.5

36. Amend clause 35.5 to provide for employees to be paid at least 2 days prior to any payday falling on a public holiday.

Clause 37 - KiwiRail Pay Schedule

All Pay Scales

37. That all rates of pay below the current “living Wage” are moved to at least this rate and all existing relativities restored following this exercise.

Pay Scale 1

38. That KiwiRail honour the twin proposals tabled by the RMTU to the Hutt Workshop Planners and Technicians Working Party dated December 2013.

Pay Scale 2 Rail Maintainers

39. That KiwiRail immediately initiate its undertaking to market review the I&E pay rates

40. Equity to be provided between Traction Electrician and general electrician in workshops with advanced trade

Pay Scale 4 – Mechanical Engineers

41. Team Leaders to have their relativity restored or alternatively have their rate subjected to market study.
42. That the tradespersons rates be subjected to review by a market study using DSD.
43. Delete paycode 42220 and move all to 42500 and 42510 and delete Auckland Metro only.

Pay Scale 6A – Locomotive Engineers

44. That this pay scale is abolished and all Passenger locomotive engineers are restored to parity with freight Locomotive Engineers.

Pay Scale 6B – Locomotive Engineers

45. All pay rates within the scale be increased by \$2.00ph.

Pay Scale 7 – Terminal Operations

46. Currently there is widespread dissatisfaction amongst Remote Control Operators at their rate of pay and designation. They believe that they are undervalued and should be remunerated in line with Locomotive Engineers as they are undertaking a similar if not the same role. We wish to explore options for addressing this with KiwiRail. We request that KiwiRail work with the KiwiRail Freight Industrial Council to convene a working party to look at the remuneration and recognition framework for remote control operators during the currency of the Collective Agreement.
47. That paycode 48110 be abolished and all RCO's be paid under 48120
48. That all Rail Operator and TXO rates of pay increase by \$2.00ph in recognition of their skill level and growing workload

Pay Scale 8 – Container Terminals

49. That gate in/out officers be removed from scale 1 and that a designation and rate of pay be inserted into this scale.
50. That gate in/out officers is included within the CT Terminal progression structure.
51. That the CT market study requirement be renewed as part of this wage round.

Pay Scale 10 – Mechanical Engineers

52. Team Leaders to have their relativity restored or alternatively have their rate subjected to market study.

Pay Scale – Trade Certifications

53. This scale to apply to pay scales 2, 4 and 5

KR I&E Schedule

54. Clause 5 – To apply to all I&E employee's including call outs.

Benefits Schedule

55. The Travel Privileges apply to members covered by this agreement shall be those which are in force at the commencement of this agreement for the duration of this agreement.

Other Issues:

56. That no point to point running of trains by Locomotive Engineers covered by the MECA is permitted during the currency of the MECA
57. A prohibition to be provided for within the Collective Agreement for the part timing of Locomotive Engineer and Train manager roles within Wellington Tranz Metro.
58. That no single person remote control locomotive operation be permitted during the currency of the MECA.
59. That DRDO's for infrastructure and engineering workers required to complete driving hour logbooks within the I&E division be paid.
60. That the parties work on agreed manning levels for all I&E gangs/work