



**KiwiRail Mechanical
(Freight Maintenance and I&E Workshops)
Training and Progression Agreement**

**Policy and Guidelines
(Final)**

Effective: (Date)

Reviewed and amended: (Date)

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Introduction

The following policy and guidelines apply to KiwiRail Mechanical staff (Freight Maintenance and I&E Workshops) in relation to training requirements and progression structure.

Coverage

This will cover employees in the KiwiRail Mechanical Business within KiwiRail which currently includes Hutt and Hillside Workshops, Passenger Maintenance, and Locomotive and Wagon Maintenance, and Procurement and Inventory. Other groups may be included through negotiation.

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Training Requirements and Pay Progression Structure for Mechanical Engineers

Guidelines

The following guidelines apply for determining the pay, training, and advancement of employees within KiwiRail Mechanical (Freight Maintenance and I&E Workshops) and should be used in conjunction with the New Zealand Railways Corporation, ONTRACK Infrastructure Limited and KiwiRail Limited Multi Employer Collective Employment Agreement 2012-2014 referred to as the MECA.

Pay rates for new or specialist positions which sit within the coverage clause of the MECA will be determined in consultation with the RTBU.

Training plans

KiwiRail Management reserves the right to decide on the number and structure of positions within the KiwiRail Mechanical, to apply appointment based selections for more senior roles.

Variations to the requirements for progression will only occur after due consultation with the RTBU.

Training plans will be offered to all employees who wish to undertake training within KiwiRail Mechanical for National Certificates level 1, 2, or 3. NZQA credits for progression to levels 1, 2, and 3 will be selected based on the Pay and progression requisites set out in this document.

Other relevant NZQA qualifications may be used where required for KiwiRail business needs. Where NZQA qualifications do not exist, other relevant training will be identified to support the employee progress on the pay scale up to Level 3. These must be approved by the Technical Training Advisor and Business Unit Manager.

Progression to Level 4

Employees engaged at Entry Level to Level 3 are eligible to apply for an Apprenticeship when KiwiRail Mechanical advertises for Apprentices.

- Applicants must meet the entry standard for Apprenticeships which will include among other selection criteria the Apprentice Pre-entry Assessment.
- Apprentices will be bonded to undertake Apprenticeship training (details in Appendix 3)

Progression to Level 5

All employees with a relevant NZQA Level 4 qualification or Trade Certificate will be eligible to complete advanced training at Level 5.

- Selection for the National Certificate Level 5 or other identified Level 5 Training (including Locomotive/ Wagon/ EF Locomotive/ EMU/ DMU Technician) will be available to all relevant staff subject to six-monthly Performance, Training and Development Review (previously called RAD, and detailed in Appendix 4), and approved by the Business Unit Manager.
- Trainees will be bonded to undertake Level 5 training (details in Appendix 3)

Progression to Level 6

Employees with a minimum of a relevant NZQA Level 4 qualification or Trade Certificate will be eligible to apply for advanced training at Level 6 or above.

- Availability for National Diploma in Engineering or Bachelor of Engineering will be selective and offered only to clearly identified positions and will be subject to six-monthly Performance, Training, and Development Review (previously called RAD, and detailed in Appendix 4)
- Approval to study at level 6 must be made by a manager at tier 3, i.e. managers who directly report to a Group GM.
- Applicants must meet the entry standard for Level 6 training which will include among other selection criteria a Pre-entry Assessment.
- Trainees will be bonded to undertake Level 6 training (details in Appendix 3)

Other Conditions for Level 4, 5 and 6:

- An employee in training, on achievement of Level 6 National Diploma in Engineering-Academic strand will be offered an Intermediate Allowance as set out in Trade Certification of Clause 37, KiwiRail Pay Schedule of the MECA.
- Employees paid on Pay Scale 4 will not be additionally paid the Trade Certification Allowances set out in the MECA as the Pay Scale 4 rates recognise these advanced qualifications. The only exception is the Intermediate Allowance for Level 6 trainees, which will end once the trainee completes the practical strand of their level 6 NDE training, and is paid at level 6 on pay scale 4.

Where a relevant NZQA qualification is not available or suitable for the business needs

Where no relevant NZQA qualification exists for a specialist role, a competency based training package may be approved on a case by case basis, by the Technical Training Advisor and the Business Unit Manager. This training package may include a combination of NZQA unit standards, non-NZQA training package, and assessment of on-the-job competencies.

Overseas and Alternative Qualifications

Applicants for positions with KiwiRail must, prior to commencing work, as part of the recruitment process, apply to NZQA for verification and assessment of any overseas or other qualifications not recognised in New Zealand. The Technical Training Advisor will advise the Recruiting Manager on the appropriate level of pay based on NZQA assessment, and any integration or conversion training which may be required including Recognition of Current Competencies (RCC).

Where National Certificate or Trade Certificate qualifications are noted in this document, any overseas qualification assessed at this level by NZQA applies.

Assessment of Prior Learning (APL)

Previously called Recognition of Current Competency (RCC), APL is available for staff that have partially completed an apprenticeship without gaining a trade qualification. Such staff must apply to the Technical Training Advisor for assessment of current competency, and complete a KiwiRail Apprenticeship Assessment.

The subsequent Industry Training Organisation APL assessment will identify the required "make up" unit standards needed to complete the qualification to Level 4 Mechanical Engineer. The relevant Industry Training Organisation assessment of current competency policy will apply.

The level and degree of "make up" may impact on the total number of apprenticeships offered in any year, as employees requesting APL have to apply for an Apprenticeship position.

Positions Other than Mechanical Engineer Trade Base

NZQA qualifications related to a specific role or alternative qualifications (wherever NZQA qualifications are not available), will be used for positions other than Mechanical Trade based roles. These will include but is not limited to positions in stores and warehousing. The qualification to be used and its application to progression must be identified and approved on a case by case basis by the Technical Training Advisor and the Business Unit Manager.

Pay Rates for Mechanical Engineers

The pay rates for Mechanical Engineers are currently specified in the MECA. Where employees hold relevant qualifications as set out below, they will be paid at the corresponding pay rate as per Pay Scale 4 of the MECA.

In addition to the qualifications set out in the progression criteria, staff will have to undertake training for and be certified in job related competencies where they are required for the role. This will include "Approved Persons Competencies", "Plant Operator Certificates", Rail Operations, and other similar safety critical competencies.

NZQA reviews qualifications they offer on a regular basis and change the qualifications as required. The qualification requirements set by NZQA have to be met by the employee at all times, and nothing in this agreement will supersede this.

Relevance of a qualification other than those set out in this document and/ or experience will be determined by the Technical Training Advisor, and where appropriate through Assessment of Prior Learning (APL)/ NZQA verification of qualification.

Entry Level

No prerequisite:

Less than 40 relevant NZQA credits or with less than 2 years relevant work experience in an engineering field

Level 1

Achieve (based on qualification to be achieved at Level 2):

National Certificate in Occupational Health and Safety (Workplace Safety) level 1

or

National Certificate in Manufacturing (Metal and Related Products) level 2/ National Certificate in Blaster Coating level 2 (Paint Teams)

Recruits with at least 2 years relevant work experience will be appointed in this level but have to complete all relevant Level 1 training to advance further. This will include Storepersons.

Level 2

Achieve (based on qualification achieved at Level 1):

National Certificate in Occupational Health and Safety (Workplace Safety) level 1

and

National Certificate in Manufacturing (Metal and Related Products) level 2/ National Certificate in Blaster Coating level 2 (Paint Teams)

Recruits with relevant 3 years work experience at L1 with technical competency will be appointed in this level but have to complete all relevant Level 1 and 2 training to advance further.

Storepersons with a minimum of 3 years relevant experience will be paid at Level 2.

Level 3

Achieve:

National Certificate in Manufacturing (Metal and Related Products) level 3/ National Certificate in Blaster Coating level 3 (Paint Teams)

Hold:

National Certificate in Manufacturing (Metal and Related Products) level 2/ National Certificate in Blaster Coating level 2 (Paint Teams)

and

National Certificate in Occupational Health and Safety (Workplace Safety) level 1

New Appointments

Indentured Tradespersons without Trade Certificate are paid at level 3 pay rates and must complete National Certificate in Occupational Health and Safety (Workplace Safety) level 1

Level 4

Achieve:

NZQA National Certificate in relevant trade at Level 4

or

Relevant Trade Certificate

New Appointees on appointment have to complete

National Certificate in Occupation Health and Safety (Workplace safety) Level 1

Mechanical Engineer Level 4 includes

NCME General Engineering stream Level 4

NCME Maintenance Engineering stream Level 4

NCME Metal Casting Level 4 (plus additional credits from associated competencies)

NC Heavy or Light Fabrication, Level 4

Other Relevant Trade Certificates or NC Level 4 approved by the Technical Training Advisor

Level 5

Achieve:

Advanced Trade Certificate in relevant trade

or

National Certificate level 5 in relevant trade

or

Internal or external specialist qualification: Locomotive Technician (Loco Maintainers), Wagon Technician or Specialist Technicians in Mechanical including the Workshops who have responsibility for process and/or quality

National Certificate Level 5 includes

NCME General and Maintenance Engineering stream Level 5

NCME Engineering Fabrication, Level 5

Compulsory

National Certificate in Occupation Health and Safety (Workplace safety) Level 1

Registered Electricians

Electricians with Full New Zealand registration will be paid at level 5 Mechanical Engineer pay rate. The company will pay for the employee to retain registration; however, the employee has the responsibility to meet the industry competency requirements for continued registration.

New Appointees

New appointees with relevant Advanced Trade or NZQA Level 5 qualifications will be appointed at Level 4 pay rate. They will be assessed after a period of three months, and if they meet the practical skill requirements they will be moved to Level 5 and back paid to their start date.

Those new appointees who do not meet the practical skills requirement have to undertake integration or conversion training which may be required, and will move to Level 5 from the date of completion of such training.

Level 6

Achieve:

Level 6 – Academic strand: National Diploma in Engineering- Mechanical, Production, or Electrical

and

Level 6 - Practical strand: National Diploma in Engineering- Mechanical, Production, or Electrical

or

New Zealand Certificate in Engineering – Mechanical, Production or Electrical

or

Bachelor of Engineering or equivalent alternative degree

Compulsory

National Certificate in Occupation Health and Safety (Workplace safety) Level 1

Appointment to an identified Level 6 Role, which has responsibility for process and quality

Locomotive Service Persons, Train Examiner Maintenance and Servicing Persons Pay Rates

After the adoption of this Pay and Progression agreement, no new employee will be appointed or progress to the following Pay codes

Train Examiner Maintenance 42230

Locomotive Service Persons 42220

Servicing Persons 42510 and 42500

All new appointees to the above roles will be paid on and progress as on the Mechanical Engineer pay scale as set out below.

Employees currently paid on the above codes will also transition as below.

Locomotive Service Person

Entry

No requirements

Level 1

Achieve

Practical A - Ground Shunt, Move Loco/DMU in depot limits, Practical Operational Servicing Assistant Course.

Level 2

Achieve

Practical B - Practical Skills Training: Task instructions, FMI, Code knowledge compliance.

Level 3

Achieve

National Certificate - OSH Level 1 with Engineering specific credits for OSH Elective B including Hand tools, mechanical assembly, measurement, service machines and equipment, engineering safety

Plus

National Certificate in Manufacturing (Metal and Related Products) level 2

Transition of LSP and SP to Level 3 for current employees

Those employees currently working as Locomotive Service Person or Servicing Person Freight or Passenger for > 3 years, will advance to L3 pay rate on completion of National Certificate - OSH Level 1 Plus National Certificate in Manufacturing (Metal and Related Products) level 2

New Employees

- New employees with no relevant qualifications or work experience will be appointed at entry level.
- New appointees with 3 years relevant work experience in and 40 relevant NZQA credits, from automotive, engineering or workplace safety will be appointed at level 2, but will have to complete all relevant training post appointment.

Train Examiner Maintenance

Prerequisite:

Identified Train Examiner Maintenance role

Entry

No requirements

Level 1

Achieve

Practical A - Mechanical knowledge of fleet, including Task Instructions, FMI covering General Fleet, Code knowledge compliance

Level 2

Achieve

Practical B- Mechanical knowledge, Location specific Fleet Requirements

Level 3

Achieve

National Certificate - OSH Level 1 with Engineering specific credits for OSH Elective B including Hand tools, Mechanical Assembly, Measurement, Arc Welding, Gas Cutting, Power Tools, Engineering Safety etc

Plus

National Certificate in Manufacturing (Metal and Related Products) level 2

Transition of TXM to Level 3 for current employees

Current employees working as TXM for > 3 years, will advance to L3 pay rate on completion of National Certificate - OSH Level 11 Plus National Certificate in Manufacturing (Metal and Related Products) level 2

New Employees

- New employees with no relevant qualifications or work experience will be appointed at entry level.
- New appointees with 3 years relevant work experience in and 40 relevant NZQA credits, from automotive, engineering or workplace safety will be appointed at level 2, but will have to complete all relevant training post appointment.

Apprenticeship Scheme

Background

The number of apprenticeships offered within KiwiRail Mechanical annually will be based on the overall Business Plan.

The purpose of the Apprentice Training Scheme is to ensure the availability of competent employees to meet current and future work demands for the successful operation of KiwiRail Mechanical. This forms a key part of the focus on personal development.

The intent is to have a substantial level of participation in our apprentice programme from internal applicants, where they meet the entry standard for apprenticeships as assessed by a KiwiRail apprenticeship assessment.

Apprentice selection will be based on the best applicant for the position, whether internal or external.

Employment and Training Agreement

There will be a signed training agreement and permanent employment agreement for apprentices. This will be between KiwiRail, the apprentice, the relevant Industry-Training Organisation, and where the apprentice is under 18 years of age at sign up, their guardian. The agreements will outline each party's responsibilities and performance expectations, and will include a bonding agreement (detailed in Appendix 3) designed to protect the substantial financial investment made by the company in the training and development of apprentices.

Apprentice Training

Apprentice Pay Rates

The following guidelines apply for determining the pay, training, and advancement of employees in an Apprentice Training Agreement.

Pay code	Hours Requirement	Credits Achieved	% of Level 4 Rate
43010	1000	50% of year 1 compulsory & within ITO progress band	54%
43020	2000	100% of year 1 compulsory & within ITO progress band	60%
43030	3000	50% of year 2 compulsory & within ITO progress band	70%
43040	4000	100% of year 2 compulsory & within ITO progress band	77%
43050	5000	50% of year 3 compulsory & within ITO progress band	85%
43060	6000	100% of year 3 compulsory & over 250 credits	90%

Effective from the date of acceptance of this pay and progression agreement, KiwiRail Mechanical will implement a standard Apprentice pay scale. This will be based upon the arrangements for Apprentices set out in Appendix 1.

Payment will be made from the date of attainment of the total credits for the movement between pay scales. The Technical Training Advisor is to hold a record of Apprentices credit achievement on file.

Existing Apprentices originally employed under previous agreements including the ex-United Group Rail Collective Employment Agreement for RMTU Members 2008 -2010 will retain their progression criteria as set out in that Agreement until such time as a higher rate is applicable as per the new Apprentice scale. The employee will then move on to the new progression scale.

Once apprentices have completed the requirements of their apprenticeship, (this includes achievement of NZQA credits and completion of any minimum hours served requirement in the Apprentice's training agreement), they will move to pay code 42430, at level 4 pay rate.

Rates of pay for existing employees

Pay rates for existing employees entering into Apprenticeship training will be the more favourable rate of either the individual's current pay rate or the rate of pay according to their credit achievement in the Apprentice Pay Scale. The rate of pay will remain at its current level until the credit achievement indicates a higher rate of pay on the Apprentice Pay Scale.

Training Requirements and Pay Progression Structure for Team Leaders

The following guidelines apply for determining pay, training, and advancement of Team Leaders.

Team Leader positions are by appointment to an established vacancy, and will be by the KiwiRail recruitment process. Appointees will be paid at the relevant Team Leader pay rate (based on the requirements listed below). Appointees to a Team Leader position will need to meet the minimum technical qualification requirement listed in the position description for each specified Team Leader role as determined by the company.

Team Leader level A and B do not apply to KiwiRail Mechanical.

All Team Leaders

All Team Leaders should hold National Certificate in Occupational Health and Safety (Workplace Safety) Level 1. If the appointed Team Leader does not hold this qualification it must be completed within 12 months of appointment.

Non Trade Team Leaders are Team Leaders that do not hold a National Certificate (level 4) or above, or Trade Certificate in relevant trade.

Team Leader 1

Requirements - Appointed to Team Leader Position and must hold or complete National Certificate in Occupational Health and Safety, (Workplace Safety), (Level 1). Role does not require supervision of trade qualified staff.

Team Leader 2

Requirements - Appointed to Team Leader Position and must hold National Certificate in Occupational Health and Safety, (Workplace Safety), (Level 1). Must hold National Certificate in Business, (First Line Management), (Level 4). Role does not require supervision of trade qualified staff.

Team Leader 3

Requirements - Appointed to Team Leader Position and must hold or complete National Certificate in Occupational Health and Safety (Workplace Safety), (Level 1). Furthermore it is desirable to hold a National Certificate, (level 4), or above, or Trade Certificate in relevant trade.

Team Leader 4

Requirements - Appointed to Team Leader Position and must hold National Certificate in Occupational Health and Safety (Workplace Safety), (Level 1). Furthermore it is desirable to hold a National Certificate, (level 4), or above, or Trade Certificate in relevant trade and National Certificate in Business, (First Line Management), (Level 4).

Other positions on Pay Scale 1

The Planner progression under the United Group Rail Collective Employment Agreement for RMTU Members 2008 -2010 will remain in place for current ex-UGL employees. Their

progression will be reviewed and position, pay rates and progression will be presented at the 6-month review.

The business may require new positions on Pay Scale 1 of the MECA. Appointment levels and progression will be dealt with on a case by case basis through consultation between KiwiRail and RMTU.

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Review

The Pay and Progression policy will be reviewed 6 months after this agreement is approved. Following this, reviews will be undertaken on an annual basis jointly by KiwiRail and RMTU. The timeframes may be shorter if there is a business need to do so, or in conjunction with the negotiation of the Multi-employer Collective Agreement.

Approval

This agreement will come into effect from the date of signing of this Pay and Progression Agreement.

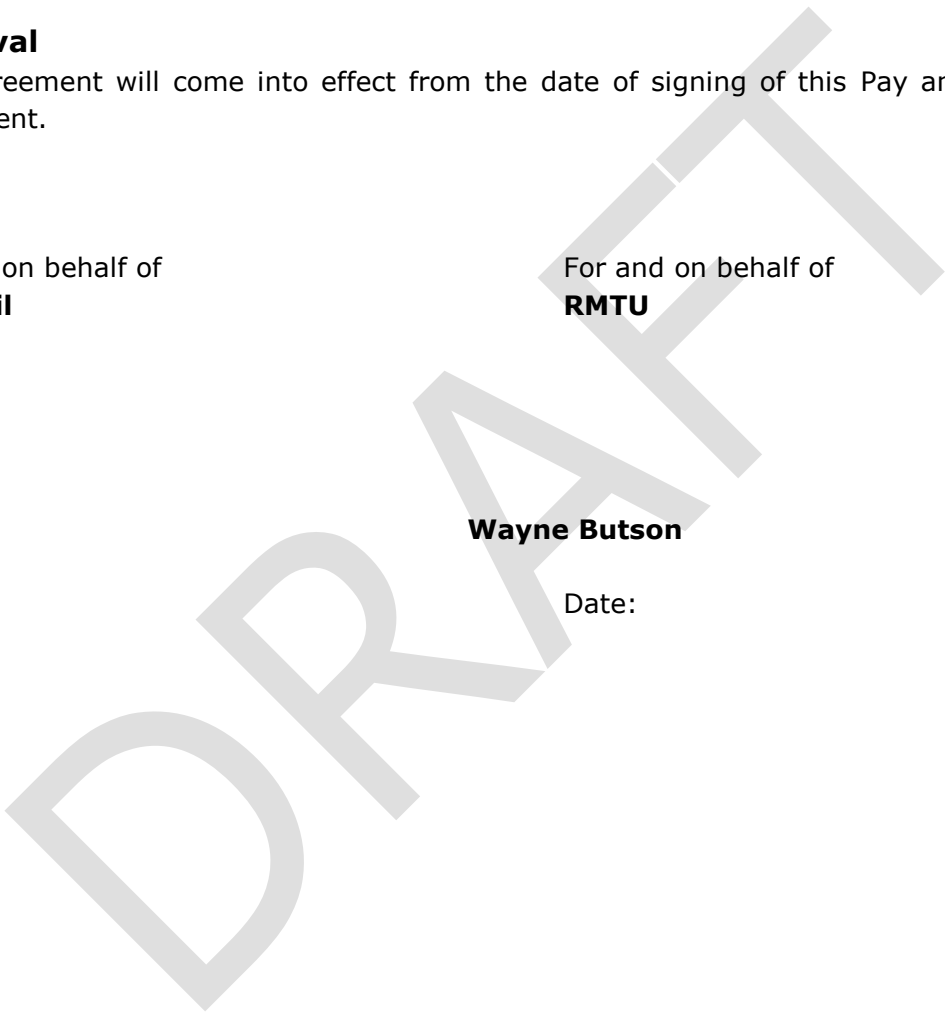
For and on behalf of
KiwiRail

For and on behalf of
RMTU

Wayne Butson

Date:

Date:



APPENDIX 1: Apprentice Agreement: Apprentice Employment Conditions

KiwiRail will:

- Establish a training plan, competency milestones, progress reviews and links to the appropriate pay scale
- Issue appropriate safety and other equipment
- Pay for the registration of NZQA credits through Competenz
- Provide assessment for on job assessed unit standards.
- Provide suitable supervision for apprentices to learn the on job skills required for their qualification.
- Identify relevant trainers for specific components of the training program. (These may be external to the company where the required skills are not available within KiwiRail Mechanical)

Tools

When an Apprentice commences in a training agreement, the company will either;

- Pay an hourly tool allowance if the apprentice provides his or her own tool kit, as defined by agreed basic tool list for the relevant trade.
- Finance a “paper loan” to permit purchase of a toolkit, as defined by agreed basic tool list for relevant trade. The resultant debt will be repaid by withholding payments from the trainee’s tool money allowance, until full debt is deemed to be paid. (Calculated by number of hours of tool allowance required to repay paper loan)

Block Course, Travel and Accommodation costs

KiwiRail will pay the course fees for apprentice block courses and evening classes. Where an Apprentice needs to repeat a block course or evening class due to non attendance or performance below the expected standard, they will be required to pay for this repeat course.

The company will arrange and pay for appropriate and reasonable accommodation and meals to be provided for any Apprentices required to attend a block course at a training institution that is not located in the same city as their work site.

The employee will be paid an incidentals allowance for every night they are required to be away from the same city as their work site, in accordance with clause 33.1 of the MECA.

KiwiRail will provide and pay for appropriate and reasonable travel to and from the accommodation provided for the block courses at the start and end of each training week. Where a rental vehicle is provided it is expected apprentices attending the same course will share this rental vehicle. The most cost effective travel option will be selected at KiwiRail’s discretion.

Training Plans and Performance during Training Agreement

An individual training plan will be developed for each apprentice. This training plan will include detail of how and when all training will take place during the apprenticeship. This may include work experience outside the business units and/ or outside the KiwiRail site where they work.

Comprehensive progress reviews will be undertaken on a two monthly basis, and will include a review of both practical competency and unit standards achieved. These reviews will also include the setting of training goals for the subsequent two-month period. This will be done in consultation with the apprentice's supervisor, to ensure suitable practical tasks can be allocated to meet the planned training goals. These reviews may be undertaken by a third party Training Provider at KiwiRail's discretion.

Non-achievement of competency during the training program may result in early termination of one or both agreements. This would follow standard disciplinary process including consultation with all parties involved. Termination would not be the first consideration. The prime objective is to support, mentor, and positively encourage the individual's successful completion of their apprenticeship program.

Resignation from the company during the period of apprenticeship will result in termination of the apprenticeship agreement(s) and the bond regulations regarding reimbursement of training related costs incurred by the company will apply.

In the event of termination of the apprentice agreement(s), the apprentice will reimburse training related costs that may have been borne by the company. These costs include but are not limited to block course, night class or correspondence fees, Competenz annual registration fees, any outstanding tool loan debt and certification / validation fees. The claim (Costs) shall be limited to costs incurred in the previous 12 months from the date of termination of the agreement(s). These costs may be deducted from the individual's final pay and must be repaid to the company within three months of the termination of the training agreement(s).

APPENDIX 2: KiwiRail Training Policy

Guidelines

This policy applies to training and advancement of Mechanical Engineers within KiwiRail Mechanical.

All positions are by appointment to an established vacancy. Appointees will be paid at the rate appropriate to the position. Appointees to a position will need to meet the minimum technical qualification requirement listed in the position description role.

All KiwiRail funded training including programme content has to be pre-approved by KiwiRail through the Technical Training Advisor.

The company will only fund a training program once. Any repeat training or examination, where required, must be approved by a tier 3 Manager in consultation with the Technical Training Advisor.

Identification of Training Needs

Where a training need is identified it is the responsibility of the Business Unit Manager to communicate this training need to the Technical Training Advisor, so that training can be arranged.

Each Manager or their delegated authority will conduct a 6 monthly training review with each member of staff in their business unit, and communicate any training identified at this review to the Technical Training Advisor.

Training Resources

NZQA Qualifications, Enterprise Standards, and Core Skills Training will be delivered to meet the business needs, and to meet the requirements of this Pay and Progression Agreement. All KiwiRail training resources used are to be approved by the Technical Training Advisor.

Moderation

Registered NZQA Workplace Assessors used within KiwiRail Mechanical have to be pre-approved by the Technical Training Advisor before they can undertake workplace assessment of the trainees and apprentices.

An internal moderation process will be conducted by the Technical Training Advisor, or another externally recognised moderator delegated by them, and up to 10 percent of all assessments will be moderated. Registered NZQA Workplace Assessors will need to comply with both internal the external Industry Training Organisation moderation requirements.

APPENDIX 3: Bonding

When KiwiRail places employees into level 4, 5, and 6 Training, they will, as part of the training agreement, enter into a bond agreement for 12 to 18 months depending on the nature of the training programme.

The amount of the Bond will be calculated from training related costs, and the amount owed to the company will reduce as per the terms set out in the training bond agreement.

KiwiRail may take into consideration extenuating circumstances in applying the requirements of the bond.

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Sample Bond Agreement

TRAINING BOND AGREEMENT

Between **KIWIRAIL** ("KiwiRail") the employer

and **(NAME)** ("the Employee")

Introduction

- A. KiwiRail may from time to time offer Training Programmes for employees in association with Universities, Polytechnics, and other external Training Organisations.
- B. The parties agree that the following terms will apply in relation to the Employee's participation in the Programme.

Agreement

1. As a condition of participation in the Programme, the Employee is expected to successfully complete all sections of the programme.
2. Owing to the commitment that KiwiRail is making in terms of the Employee's development, the Employee will be bonded for a period of 12 months on the completion of the course if the cost of the course is \$2000 or less (excluding GST) and 18 months from the completion of the course if the cost of the course is \$2001 or more, (excluding GST).
3. This means that if, during the bonding period, the Employee ceases to work for KiwiRail (other than by reason of redundancy, ill-health, or dismissal), the Employee will be required to reimburse KiwiRail for the cost that it has incurred in respect of the employees training package.

12 Month bond

If the employee ceases to work for KiwiRail, (other than by reason of redundancy, ill-health or dismissal), during the training programme or within 6 months of completion of the programme, they will be required to reimburse 100% of the total training related costs. If the employee leaves after 6 months, the reimbursement will be reduced to 75% of the costs.

18 Month bond

If the employee ceases to work for KiwiRail, (other than by reason of redundancy, ill-health or dismissal), during the training programme or within 6 months of completion of the programme they will be required to reimburse KiwiRail 100% of the training related costs, 75% in the second six months and 50% in the final six months.

4. Any amounts owed by the Employee in accordance with clause 3 will need to be repaid by the Employee to KiwiRail within three (3) months of the termination of the Employee's employment, on terms to be agreed with KiwiRail. The Employee agrees

that KiwiRail can (in addition to any other rights it may have) withhold the Employee's final pay (including holiday pay) as contribution towards any amount outstanding.

5. In all other respects, the Employee's Employment Agreement remains in full force and effect.
6. Before signing this Agreement, the Employee acknowledges that he/she has had a reasonable opportunity to seek independent advice about the terms of this Agreement.

Signed:

.....
(NAME)
(Manager)

.....
Date

(NAME)
(The Employee)

Date

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Appendix 4: Training and Development Review

Previously called RAD, the Training and Development Review is a process available to all team members to review training they have received with their Manager or Supervisor and request training for progression and/or certification in KiwiRail Mechanical job related competencies at the appropriate level.

Sample Performance, Training and Development Review – Team Member

Name:		Review period:	
Designation:		Staff number:	
Location:		Business Group:	
Reviewer:		Designation	

This Training Year objectives:

The Purpose of THIS Training Review is to:

- Recognise achievements from this training year
- Identify and Plan for Training needs for next training year
- Identify your growth potential.
- Improve company results
- Training Year is from 1st July to 30th June

Objectives: List performance, training and development agreed at last review	Outcomes / Results measured against objectives:	Target Completion Date:	Actual Completion Date:	Comments
Safety training completed in previous year				General safety comments

Performance and Training Objectives/Development plan:

- Include any specific performance targets to be achieved
- Include any NZQA unit standards required
- Include any training for safety critical and/or legislative requirements, e.g. rail operation, forklift operation etc
- Include training objectives as well as specific projects.
- Develop an action plan for development including responsibility and timing.
- Consider career and training options

Performance objective (Team Member and Team Leader/ Business Unit Manager)	How will this be achieved	Manager Approval	Target completion date
Training objective (Team Member and Team Leader/ Business Unit Manager)	How will this be achieved	Manager Approval	Target completion date
Safety training requirements	How will this be achieved	Manager Approval	Target completion date

Team Leader/ Business Unit Manager comments on performance, training, and development session:

Team Members comments on performance, training, and development session:

Review Sign-Off

Team Member (acknowledgement that I have received a copy of my training and development review:	Date: __/__/__
Reviewer:	Date: __/__/__
Business Unit Manager:	Date: __/__/__
cc: Technical Training Advisor	Date: __/__/__