



RMTU PAY AND CONDITIONS CLAIM

NZ RAILWAYS CORPORATION
ONTRACK INFRASTRUCTURE LTD
KIWIRAIL LTD
MULTI EMPLOYER COLLECTIVE
AGREEMENT 2012/13

May 2012

2012 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 NZ Railways Corporation, Ontrack Infrastructure 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 NZ Railways Corporation, Ontrack Infrastructure Ltd, and Kiwirail Ltd Multi Employer Collective Agreement of the conditions of employment as set out in the expired NZ Railways Corporation, Ontrack Infrastructure Ltd and Kiwirail Ltd Collective Agreement 2010/12 and the Veolia Transport Auckland Limited Collective Agreement 2010/2012. 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 either Collective Agreement.
- The Collective Agreement to be effective from 1 July 2012 and if required retrospective payment of wages and allowances be provided for.
- The term of the new Collective Agreement to be 12 months expiring upon 30 June 2013.
- 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 **7.0%**. 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 employers to recruit and retain employees of a high calibre.
 - Recognition of the workers right to share in the profits and growth of the company.
 - Recognition of the rising cost of mortgage finance to employees
 - Recognition of the escalating cost of electricity and petroleum.

- To compensate members for increases in 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 NZ Railways Corporation, Ontrack Infrastructure Ltd 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, Clifford Bay, contracting out etc.~~
WITHDRAWN 18 JULY
- ~~3. That Kiwisaver employer subsidy is at a rate of 4 percent to all employees.~~
WITHDRAWN 18 JULY
4. The Collective Agreement to be reformatted to deal with the abolition of the Mechanical Division and the reallocation of mechanical functions to other company divisions.
5. 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 for the assessment if they have been removed from their rostered shift. **ACCEPT CO OFFER TO CLARIFY RDO VOLUNTARY TO ATTEND AND WILL BE PAID RELEVANT DAILY PAY**
- ~~6. RESERVED FOR FUTURE USE~~ **WITHDRAWN 18 JULY**
7. KiwiRail to pay for 1 pair of vision correction spectacles per year for employee’s who are required to provide vision correct in order to complete their duties. **APPROX 150 PERSONS**

Clause 10.1

- ~~8. Delete the word “reasonable” in the first sentence.~~ **WITHDRAWN 18 JULY**

Clause 16

- ~~9. 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.~~ **WITHDRAWN 18 JULY**

Clause 21.1

- ~~10. All mechanical depots with more than 20 employees’ to be fitted with employer-supplied automatic defibrillators.~~ **WITHDRAWN 18 JULY**

Clause 21.4

11. Insert additional employer obligation - “The timely disclosure of information and reports to the RMTU regarding any incident that could have health and safety implications for workers. **CO AGREE TO LOOK AT**
12. Insert additional employer obligation – “Commits to a no fault approach to health and safety incidents and accidents and will work actively with Unions and employees to identify true root causes for events and to remove barriers to free reporting of near hits etc”. **CO AGREE TO LOOK AT**

Clause 21.5

13. Clause to provide for a requirement for every contractor entering and/or working within the rail corridor or a KiwiRail worksite to undertake and pass a Drug and Alcohol test.

Clause 23.2

- ~~14. New definition “Favourable Consideration” shall mean that additional paid sick leave shall be provided unless there are strong grounds for not doing so. The existence of accrued annual leave shall not be a factor against the awarding of additional paid sick leave.~~ **WITHDRAWN 18 JULY**

Clause 23.2.3

- ~~15. Amend clause by changing 40% to 33% and delete the word “rotating”.~~ **WITHDRAWN 18 JULY**

Clause 23.2.7

- ~~16. Amend clause by deleting the words “a rostered shift on the second Saturday of the fortnight”.~~ **WITHDRAWN 18 JULY**

Clause 23.3.1

- ~~17. Insert new provision of a minimum shift of 8 Hours~~ **WITHDRAWN 18 JULY**

Clause 24.1

- ~~18. Alter provision to provide for overtime to be paid daily on the basis of any hours worked in excess of rostered or normal work time.~~ **WITHDRAWN 18 JULY**
- ~~19. Provide for any hours worked in excess of 12 to be paid as an extra work period.~~ **WITHDRAWN 18 JULY**
- ~~20. Provide for Overtime payments to trigger immediately a worker exceeds their rostered hours of work.~~ **WITHDRAWN 18 JULY**

Clause 25.2

- ~~21. All Public Holidays to be Mondayised for all Staff.~~ **WITHDRAWN 18 JULY**

Clause 25.5.2

22. Delete all exclusion to this clause. **CLAIM STANDS FOR LOCO ENGINEERS**

Clause 26.2

23. — Amend clause 26.2.1 to provide for employees to qualify for a fifth week of annual leave from engagement. **WITHDRAWN 18 JULY**

Clause 26.4.1

24. — Amend clause to provide for the carry over of up to 8 days annual leave and 5 alternative days leave from one leave year to the next leave year. **WITHDRAWN 18 JULY ON THE BASIS THAT THE CO WILL ADVISE MANAGERS THAT ONLY OUTSTANDING LEAVE TO BE AGGRESSIVELY TARGETTED AND CURRENT LEAVE OK TO RETAIN**

Clause 26.10.1

25. — Insert new scale of;

20 years — 20 days

40 years — 20 days (or 10 days at 30 years and 10 days at 40 years upon the employee's election) **WITHDRAWN 18 JULY**

Clause 26.13

26. — Alter provision to provide for 10 days paid sick leave per annum. **WITHDRAWN 18 JULY**

27. — RESERVED FOR FUTURE USE **WITHDRAWN 18 JULY**

Clause 26.17

28. Alter provision to provide for a maximum deduction of 8 hours for any sick leave absence.

Clause 26.22

29. — Amend scale to incorporate a continuation of days up to 50 years plus. **WITHDRAWN 18 JULY**

Clause 29

30. Insert new requirement that “No contracting out, outsourcing or sale of any and all parts of KiwiRail operation without the agreement of the RMTU”.

Clause 33.12

31. — Alter provision to provide for the allowance to be paid to all employee's performing work in the named locations except for those receiving a benefit under clause 33.11 of the CA. **WITHDRAWN 18 JULY**

Clause 33.20

32. — Delete “Tranz Metro” in brackets of first bullet point. **WITHDRAWN 18 JULY**

Clause 33.23.4

33. — Delete “Tranz Metro” at the beginning of this clause to provide for all employees. **WITHDRAWN 18 JULY**

Clause 37 - KiwiRail Pay Schedule

34. Provide that any contractor working on KiwiRail work which falls with the scope of duties of any occupation within the following scales shall be paid no less than the fruits of the KiwiRail – RMTU CA.

Pay Scale 1

35. ~~Passenger Group CSS employee's to have their positions resized to take into account their increased workload.~~ **WITHDRAWN 18 JULY ON THE BASIS OF RESTRUCTURING AND NEED FOR ALL NEW JOBS TO BE RESIZED**

Pay Scale 4 – Mechanical Engineers

36. Working Party Pay and progression system to be finalised and implemented as part of this negotiation.

Pay Scale 5 – KiwiRail Mechanical

37. An additional level is provided for Team Leader trade qualified versus Team leader trade unqualified.

Pay Scale 6 – Locomotive Engineering

38. There is a current issue around LE retention. We believe that there are a number of ways of addressing this and invite a discussion with KiwiRail to find a solution. Possible solutions include;
- a. Provide for Otira based LE's to be paid 48565 as a minimum.
 - b. Freight Locomotive Engineers the commencement rate following OJT to be the current special 1 and the levels be redesignated as level 1 onward.
 - c. Freight Locomotive Engineers to advance through the special grades on a 3 year basis
 - d. The provision excluding Locomotive Engineers in Tranz Metro Wellington from the Special Grades be abolished
 - e. The Rail Operating Manual to be amended to provide that where a RDO is displayed on the master roster then the next working shift shall no commence before 0400hrs on the day following the RDO
 - f. The Rail Operating Manual to be amended to provide that no more than 3 "A" shifts be worked consecutively
 - g. That KiwiRail consider the payment of a lump sum retention payment for a bonding period
 - h. That no point to point running of trains by Locomotive Engineers covered by the MECA is permitted during the currency of the MECA
 - i. That Locomotive Engineers be paid penal rates
 - j. That Locomotive Engineers be paid overtime rates

Pay Scale 7 – KiwiRail Terminal Operations

39. Currently there is widespread dissatisfaction amongst Remote Control Operators at their rate of pay and their 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. Options include;

- a. Redesignated as Locomotive Engineer Remote Terminal or Mainline Shunt
- b. Wellington and Picton Remote Control Operators who as part of their duties shunt rail ferries to be paid RCO Mainline

Pay Scale 8 – KiwiRail Container Terminal

40. A wages relativity study to be conducted to identify if the current CT rates of pay meet the market median.

Pay Scale 9 – Interislander

41. ~~A pay increase for all staff designations within both terminals.~~ **WITHDRAWN 18 JULY IN CONTEXT OF KR GRANDFATHER CLAIM**

Pay Scale 10 – KiwiRail Passenger

42. Delete pay code 41050. **AGREED BY KR – DELIVERED IN RESTRUCTURING**
43. Wairarapa Train Managers move from paycode 41182 to 41116.
44. ~~Train Examiner Operations paycode 41235 to be paid at a payrate of \$23.00 per hour~~ **WITHDRAWN 18 JULY**
45. Wellington Tranz Metro Train Managers by placed on a pay scale equal to the Veolia Auckland Train Managers pay scale with the same progression criteria for movement within the scale applying.

Pay Scale 11 – KiwiRail Passenger Long Distance.

46. Delete all Train Manager aggregate rates within the scale. **SUBJECT TO RELATIVITY TO WAIRARAPA TM'S**

Allowances Schedule

47. ~~Clause 33.5.2: Transport: Amend clause to provide for the rates expressed in Clause 33.2 to apply and for the Clause 33.2 rates to also apply to vehicle use on statutory days.~~ **WITHDRAWN 18 JULY**
48. **Clause 33.10:** The On The Job Training allowance to apply to all KiwiRail divisions at the Freight schedule rate

Benefits Schedule

49. 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. **CASE STUDY USED TO ILLUSTRATE CURRENT INCONSISTENT APPLICATION**

Other Issues:

50. KiwiRail Freight Schedule – clause 4.1 – insert Ngakawau
51. The CT Site wages working party progression work is completed during the negotiation of the MECA in 2012.

52. ~~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.~~
WITHDRAWN 18 JULY – CURRENT FRAMEWORK PROVISIONS REMAIN
53. An agreed minimum train manning level is provided for within the Collective Agreement for all Tranz Metro Wellington services including Wairarapa services.
CURRENTLY UNDER NEGOTIATION AT BRANCH LEVEL
54. ~~That the MECA provide for the payment of a lumpsum retention payment for a bonding period to address short term retention issues with certain key skilled groups by agreement between the RMTU and KiwiRail.~~ **WITHDRAWN 18 JULY**
55. ~~That all industry based training costs be paid by KiwiRail Group.~~ **WITHDRAWN 18 JULY ON BASIS OF CO TO EDUCATE MANAGERS AND ENSURE CONSISTENCY OF APPROACH**
56. That no single person remote control locomotive operation be permitted during the currency of the MECA.