The employer parties to this agreement are:

KiwiRail Holdings Limited
KiwiRail Limited

&

Rail & Maritime Transport Union

MULTI EMPLOYER COLLECTIVE AGREEMENT

1 July 2020 – 30 June 2021

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1. Term

This agreement will come into force on the 1st of July 2020 and will expire on the 30th of June 2021.

2. Introduction

2.1 KiwiRail Holdings Limited trading as KiwiRail and its subsidiary KiwiRail Limited aspires to be a State Owned Enterprise leader and employer of choice by providing outstanding service, acting with integrity, and valuing people which contributes and supports KiwiRail's vision for the future.

2.2 The Rail and Maritime Transport Union (RMTU) aims to ensure employees have well paid secure jobs with defined career paths and training, on the job recognition, respect and safe, secure and healthy workplaces.

2.3 KiwiRail and RMTU aim to enhance the quality of services provided by KiwiRail.

3. Statement of Intent

The Multi-Employer Collective Agreement is based on and inspired by:

- Working together
- Good Employment Principles

4. Working Together

4.1 KiwiRail and RMTU are developing a cooperative relationship to achieve union and business successes, and agree to:

- Conduct all dealings in "good faith"
- Maintain open and regular communication to keep each other informed on any issues of significance
- Problem solve issues of concern promptly
- Reach decisions on projects by consensus, where possible, and respect each other's right to disagree
- Share any information that is relevant to the other party, except where there is a specific prohibition.

4.2 KiwiRail and RMTU representatives will meet to problem solve any issues arising from this Multi-Employer Collective Agreement and to review and develop information required to support the Multi-Employer Collective Employment Agreement.

5. Good Employment Principles

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

6. Administrative Procedures

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

7. Coverage

7.1 This collective agreement applies to all employees of the employer parties to this agreement who are or become members of the Rail and Maritime Transport Union except for the following:

- Managerial positions responsible for recommending and/or approving appointments and dismissals which would otherwise come under the provisions of scale 1;
- Policy, sales, executive support functions, ONTRACK Infrastructure Field Engineers and Planners;
- Human Resource positions;
- Seagoing Maritime employees.

7.2 This collective agreement does not apply to employees who were employed under an individual agreement (not being an individual agreement based on an expired collective employment contract or an expired collective agreement) at the commencement of this collective agreement. The employee may however join the Union and the employee may become a party to the agreement if they fall within the coverage of this collective agreement and the previous individual agreement will not apply.

8. Parties

8.1 Union Party to this Agreement

The union party to this agreement is the Rail and Maritime Transport Union (RMTU), ("the Union").

8.2 Employer Parties to this Agreement

The employer parties to this agreement are:

- KiwiRail Holdings Limited
- KiwiRail Limited

And any successor entity (whether named KiwiRail Holdings Limited or otherwise) to which the employment of any RMTU member covered by this multi-employer collective agreement is transferred or vested (jointly "the Employers").

For the avoidance of doubt the parties agree that when any successor employer is created, that employer shall sign this multi-employer collective agreement, and that such execution shall not require any additional ratification by the RMTU members or any other party to this agreement.

Where variations exist between employers, the individual employer will be identified in the relevant applicable clause (e.g. the position titles and pay codes).

9. Subsequent Employer Parties to this Agreement

9.1 The parties agree that a new employer may become party to the Agreement after it has been signed if:

i) The parties agree to the new employer becoming a party to the Agreement, such agreement not to be unreasonably withheld bearing in mind the parties obligations of good faith and the need to assess each situation on a case by case basis; and

ii) The work of some or all of the new employer's employees comes within the coverage in clause 9 of this Agreement; and

iii) The relevant employees are not bound by another collective agreement in respect of their work for the new employer.

9.2 Where the Union notifies, the existing parties that a new employer wishes to join the Agreement, the existing parties shall within 15 working days of the notification referred to in this clause advise the Union and the new employer of their agreement or otherwise under clause 9.1(i).

9.3 If the existing parties or any of them refuse to agree to the new employer joining as a subsequent party to this Agreement, all existing parties agree to participate in mediation in good faith in an effort to resolve this impasse.

9.4 Any such new employer shall comply with Section 56A of the Employment Relations Act 2000 and any amendment to the same, including notifying all parties to the Agreement that the new employer proposes to become a party to this Agreement.

9.5 The address to which the notification referred to in the preceding paragraph is to be posted for an existing party to the Agreement, will be forwarded to KiwiRail Holdings Limited, PO Box 593, Wellington and any variation to the same that is notified in writing to the other parties to the Agreement.

9.6 This Agreement shall also apply to all employees of any employer who becomes a party to this Agreement by way of the Subsequent Employer Parties Clause, who are or become members of the Union, and who come within the coverage clause in clause 8.1 of this Agreement. The names of such Subsequent Employer Parties shall be recorded on a separate schedule in the Agreement at the time they become a party to the agreement. Such new employees shall be covered by this agreement as agreed between the Union and the new employer or such new schedules as are agreed between the Union and the new employer.

10. Representation

10.1 You may authorise the RMTU or any person to act as your authorised representative in accordance with the Employment Relations Act. Your RMTU subscriptions will be deducted from your pay.

10.2 The RMTU can enter the employer's premises at any reasonable time, following advice to the site manager, to discuss matters relating to employment.

11. Employment Philosophy

11.1 The parties are committed to developing and maintaining a harmonious relationship based on mutual respect. Our objectives include:

- Being an Employer of Choice
- Providing a healthy and safe workplace
- Improving the working environment
- Providing fair and equitable opportunities to all
- Increasing the competitiveness of business through customer focus, efficiency and flexibility
- Encouraging employee participation in the business
- Recognising employees' contributions and family responsibilities

11.2 The parties agree that KiwiRail will become a more effective business if the employees are confident the employment relationship is based on trust, goodwill and mutual respect. We believe well trained employees who are involved in decision making will provide customers with excellent service.

11.3 We can meet our customers changing needs more effectively by working together in teams, cooperating, partnering, learning new skills, taking on new tasks and working flexibly.

11.4 Skilled staff are our main resource. We will sustain and develop our employees to ensure that they strengthen and improve their place in the market. Employees will have a chance to learn new skills, develop career paths and access higher earning and developmental opportunities.

11.5 It is neither possible nor desirable to set rules regarding everything that can happen in a workplace. This agreement, including its schedules sets out the general terms and conditions of employment and continues the foundation for our employment relationship.

12. Resolution of Employment Problems

KiwiRail wants your employment to be a positive and rewarding experience however with the best intentions, differences will arise and the important thing is they are dealt with promptly, fairly and without recrimination with the objective of getting on with the job. Any concerns should be raised with your manager in the first instance. Your attention is drawn to clause 28 – Resolution of Employment Relationship Problems, which addresses the process to be followed in detail.

13. Consultation

13.1 We acknowledge that our interests are mutually dependant and that on-going consultation between us is essential. In particular, the employer agrees to consult with the RMTU on proposed changes which may affect conditions of employment.

13.2 Managers and supervisors will maintain an open door policy.

13.3 Employees and the RMTU are encouraged to provide ongoing feedback on issues of concern. Managers cannot be expected to help fix a problem unless they know that it exists.

13.4 As part of this process the employer will call meetings to discuss important employment related matters and will be open to approaches to discuss issues of concern.

13.5 In addition, the RMTU can call for formal paid meetings to discuss employment related matters. The objective in holding these meetings will be to allow employees the opportunity to receive information and discuss issues while at the same time causing minimum disruption to our customer needs.

13.6 Sufficient notice (up to 14 days can be required) will be given so that work flows can be arranged to allow minimum disruption and maximum attendance of the employees involved. For this to happen it will mean that not all employees can attend a single meeting and sometimes more than one meeting may have to be held.

13.7 Generally these meetings will not total more than four hours in each calendar year.

13.8 Many of the current work procedures and administrative instructions relating to these procedures were developed in co-operation with employees or the Union. It is the parties' intention to continue this consultative approach in the development of work procedures in the future.

13.9 Subject to clause 13.1 the parties will co-operate in the introduction of new and improved work methods, arrangements, processes, equipment and technology.

14. Joint Commitment to Training

14.1 It is agreed between the RMTU and KiwiRail that all employees should be encouraged to participate in, and accept training opportunities, i.e. NZQA, in-house and OJT to the fullest extent possible.

14.2 The parties agree that qualifications enhance the skills of employees and the productivity of the company, and the parties record their belief that a highly skilled and trained workforce is in the best interests of all.

14.3 It is recognised that some employees may choose not to participate in a skill based pay system. These employees will retain their current rates of pay and conditions.

14.4 For KiwiRail Infrastructure and Asset Management – refer to schedule.

15. Workplace Delegate Rights

15.1 KiwiRail will recognise workplace delegates, authorised by the National office of the RMTU, and agrees to permit such delegates reasonable time to perform their role without any discrimination in their employment subject to the Company's operational requirements.

15.2 KiwiRail acknowledge that union delegates represent and speak on behalf of RMTU members in the workplace.

15.3 KiwiRail will allow union delegates reasonable paid time during working hours to:

15.3.1 Consult with union members and officials of the RMTU

15.3.2 Represent the interests of members to management and at mediation/employment relations authority hearings as necessary and in consultation with the employee's manager

15.3.3 Participate in the affairs of the union.

15.4 KiwiRail shall provide union delegates with reasonable access to existing communication facilities including the use of the email system for union purposes.

16. Union Leave and Training

16.1 An effective consultative and partnership relationship between the parties is dependent upon union representatives at all levels receiving appropriate training and education in their role. Paid leave may be provided for this purpose.

16.2 The notification date for RMTU to inform KiwiRail of Employment Relations Education Leave (EREL) entitlement will be 1 July each year.

17. Industrial Councils

The parties are committed to working proactively together on issues of mutual interest. The parties agree that there will be Industrial Councils set up for each of the business units of KiwiRail. These councils will meet at least four times per year and will comprise of management and RMTU representatives. The employer will meet all associated costs.

18. New Zealand Railways Staff Welfare Trust

18.1 Unless you have been previously exempted, you will be a member of the New Zealand Railways Staff Welfare Trust and have subscriptions deducted from your pay.

18.2 KiwiRail agree to sponsor the trust and pay the prescribed levy per member per pay period.

18.3 For those who work fewer than 20 hours per week and are on fixed term contracts of less than 12 months' duration, membership of the Trust is optional.

19. Staff Support

3 You shall have access to the following:

- Employee Assistance Programme
- Injury Management Programme
- NZR Staff Welfare Trust

20. Equal Employment Opportunities Network

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

21. Health and Safety Management

21.1 Commitment to Excellent Health and Safety Management

21.1.1 The parties to this agreement are committed to achieving excellence in health and safety management in the workplace.

21.1.2 To achieve this common goal of zero workplace accidents and illnesses the parties commit to work together in a spirit of good faith.

21.1.3 As a minimum standard, the parties agree to comply with the Health and Safety at Work Act 2015 and all regulations and codes of practice and guidelines made pursuant to this Act (and any subsequent amendments) as well as any other legislation relevant to health and safety in the workplace.

21.1.4 Health and safety management processes and commitments are laid out in the HSAT Terms of Reference and can only be varied by the agreement of both parties.

21.2 Promotion of Health and Safety

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

21.3 Rehabilitation

The parties accept that agreed and sustainable rehabilitation is important in ensuring any injured person returns to work. To achieve this, the Employer and the Union jointly promoted a Health, Injury and Wellbeing Management Programme (5 August 2013) to assist employees in returning to work following any accident or illness, whether work related or otherwise. The injury management programme protocol is as laid out in the Health, Injury, Wellbeing Management Programme, and can only be varied by the agreement of both parties. This includes the right for the RMTU to be present during Return to Work discussions with employees.

21.4 Employer and Employee Obligations

EMPLOYER OBLIGATIONS	EMPLOYEE OBLIGATIONS
1. Provide and maintain a safe work environment.	1. Ensure your own actions or inactions do not cause harm to yourself or others.
2. Ensure all known hazards are assessed and controlled.	2. Prompt reporting and active participation in assessment of all identified hazards.
3. Promptly deal with any health and	3. Report any hazards, accidents,

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

21.5 Drugs, Medication & Alcohol

21.5.1 KiwiRail and RMTU want their employees/members to be safe at work.

21.5.2 The work environment is unsafe if people are impaired at work by drugs and/or alcohol. Consequently, the possession, consumption, sale or storage of alcohol and/or unauthorised drugs in KiwiRail workplaces, including company vehicles, is prohibited.

21.5.3 KiwiRail and RMTU have developed this policy together with the purpose that our employees/members are clear about their responsibilities to be free from the impairment of drugs and alcohol and to reassure KiwiRail customers that we have an agreed policy which is actively applied.

21.5.4 We expect people to come to work free from being under the influence of drugs and/or alcohol, including prescription and over-the-counter drugs. When being assessed by a medical professional, employees should inform the professional of the nature of their work so that appropriate medication and work attendance decisions can be made. Employees on prescription and over-the-counter medication that may impair their ability to perform their duties safely are required to inform their manager.

21.5.5 All employees will be subject to random testing at any time, even if they have been tested before.

21.5.6 KiwiRail and RMTU are committed to the rehabilitation of employees who have drug and/or alcohol issues and we encourage employees to voluntarily enter rehabilitation when they have a drug and/or alcohol problem.

21.5.7 Drug and alcohol testing will be conducted for pre-employment, for transfer from non-safety critical to safety critical roles, for post incident events and for reasonable cause. Post incident testing will be limited to those directly involved in the incident.

21.5.8 The disciplinary process will be invoked when test results warrant this and when there is a refusal to test.

21.5.9 The employer and the union will discuss the merits of the case. Rehabilitation is preferred, but KiwiRail and RMTU acknowledge that rehabilitation may not be appropriate in all cases. Required entry into rehabilitation will only be offered to employees on one occasion. In the event of an employee returning a positive test rehabilitation may be offered. Once rehabilitation has been entered into and successfully concluded, if no further positive test is returned during a period of three years the employee may be offered another period of rehabilitation in the event of he or she returning a positive test.

21.5.10 If an employee voluntarily enters rehabilitation and does not return a positive result during the six random tests then the three year period will not be activated. If an employee voluntarily enters rehabilitation and returns a positive result through one of the six random tests, the nature of the rehabilitation will change to required entry and the three year period will apply.

21.5.11 Contractors will have an active Drug and Alcohol policy and procedures which meet all requirements of the KiwiRail Drug and Alcohol policy and procedures or be subject to KiwiRail's Drug and Alcohol Policy and Procedures with KiwiRail managing any testing.

21.5.12 The drug and alcohol process and procedures will be subject to and aligned with this policy.

21.5.13 KiwiRail and their employees retain their legal rights in the application of this policy.

22. New Employees

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

22.1 Employer Duties in Relation to New Employees who Fall within the Coverage of the Collective

The employer agrees to take the following steps upon engagement:

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

23. Hours of Work

23.1 Mutual Objective

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

23.2 Definitions

23.2.1 **Present Hours:** Your normal hours and days of work at the start of this agreement are those that applied immediately before the start of this agreement.

23.2.2 **Full Time Employee:** An employee who is available to work up to 80 ordinary hours a fortnight.

23.2.3 **Shift Worker:** An employee who works on a rotating roster, where at least 40% of the work periods on the roster include hours falling between 2000 and 0600 or other employee who works more than 40% of their hours between 2000 and 0600.

23.2.4 **Part Time Employee:** An employee who normally works less than 75 hours a fortnight.

23.2.5 **Roster Work Periods:** If you work on a roster your work periods will be posted at least 10 days before you are required to commence them.

23.2.6 **Work Period:** A normal "day's work" including a shift within a roster. A "tack on" involving a later finish or earlier start is part of the work period.

23.2.7 **Tack Ons:** Tack-ons are paid as extra work periods if employees work a rostered shift on the second Saturday of the fortnight and the total hours (including paid leave, but excluding extra work periods) exceed 80. This does not apply to Train Controllers, Locomotive Running employees or part time employees.

23.2.8 **Call Back:** A call back is a return to work after the end of a work period to perform an extra or unscheduled task. Working all or part of a scheduled work period during time off, for instance because of the absence of another employee, will not be call back. A call back ceases at the time the next work period begins.

23.2.9 **Locomotive Running:** An employee paid under Locomotive Running Payscale in KiwiRail Freight and KiwiRail Passenger.

23.2.10 **Relevant Daily Pay**: has the meaning given to it by the Holidays Act 2003. In this Act, unless the context otherwise requires, "relevant daily pay", for the purposes of calculating payment for a public holiday, alternative holiday, sick leave, or bereavement leave, means the amount of pay that the employee would have received had the employee worked on the day concerned and includes:

- Productivity or incentive-based payments (including commission) if those payments would have otherwise been received on the day concerned;
- Payments for overtime if those payments would have otherwise been received on the day concerned;
- The cash value of any board or lodgings provided by the employer to the employee;
- Allowances paid in accordance with the provisions of this collective agreement with the exception of strict reimbursing allowances.

23.2.11 **Rostered Day Off:** A Rostered Day Off (RDO) is a whole day (00:01 – 23:59) when a worker is not commencing or ending a shift. There is no requirement for employees to have 4 Rostered Days Off per fortnight.

23.3 Hours of Work Parameters

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

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

off duty day		

23.3.2 The absolute maximum work periods for Locomotive Engineers and Remote Control Operators are:

Locomotive Engineers: - work periods with a commencement time from 0601 to 1400 hours: - all other work period commencement times:	 11 ½ hours 11 hours
Remote Control Operators	12 hours

23.3.3 The absolute maximum work period for Train Controllers is 12 hours. This excludes a 10 minute handover at the completion of each shift.

23.4 Planned Days and Hours

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

23.5 Planned Change

In setting the planned hours or days, the employer will give you as much notice as possible of a proposal to change them (in any case at least 14 days unless you agree otherwise). It will consult with you or the RMTU in accordance with the administrative instructions (e.g. the Rail Operating Manual) applicable to your work area which are developed in consultation with the RMTU from time to time.

23.6 Planned Short Term Change

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

23.7 Short Notice Change

23.7.1 When a change is needed to the planned hours or days of the fortnight that have already been arranged, you will be given as much notice as circumstances permit and consulted where this is possible. We will respect each other's needs and commitments and will make practical adaptations if this is desirable and

necessary. Except where there is no reasonable alternative available, short notice change will be made by mutual agreement. The planned hours and days for the balance of the fortnight will not be reduced as a result of the change (unless you so agree).

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

24. Overtime and Call Backs

24.1 Overtime

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

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

24.1.2 This excludes Locomotive Running Employees and Train Controllers.

24.2 Penalty Rates

24.2.1 The following do not apply to Locomotive Running Employees or Train Controllers:

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

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

24.3 Allocation of Night and Weekend Work

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

24.4 Call Backs

24.4.1 Call-backs apply to Network Services (excluding Train Controllers and Signal Box Controllers) KiwiRail Freight Mechanical Depots, KiwiRail Scenic Journeys Passenger Services and employees involved in processing wagons with hazardous freight.

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

24.4.3 The following payments also apply to call backs:

- Call back to a work site: 2 hours additional to time worked will be paid at the appropriate overtime rate. If the call back includes time between 2300 – 0530 there is a minimum payment of three hours pay at the appropriate overtime rate;

- Call back not to a work site (e.g. work from home at a telephone or computer terminal): 30 minutes minimum at the appropriate overtime rate.

24.4.4 Call backs should not be taken into account for the purpose of determining the number of ordinary hours worked in any fortnight.

24.4.5 The union has undertaken to intervene where there are problems with employees attending call backs and to resolve such problems. Failing that the parties will meet and enter into negotiations over a call out roster.

24.5 Call Backs and Rest Periods

- Broken sleep patterns are likely to affect your safe and effective performance during the next work period. If you have not had a continuous 10 hour break prior to the call back, you shall have a continuous 10 hour break at the completion of the call back without loss of pay.
- Where a continuous 10 hour break has been taken prior to the call back, you can have a continuous break of up to 6 hours after the call back without loss of pay. You and your manager can agree to this occurring either at the start of your next work period or the end of your next work period. This will depend on the impact the call back has had on your sleep pattern and the available time between the end of the call back and the start of your next work period.
- Note: The parties draw the attention of heavy trade vehicle drivers to the driving hour requirements.

25. Public Holidays

25.1 Recognised Holidays

The following are recognised as public holidays and shall be granted in accordance with the Holidays Act 2003:

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

25.2 Observation of Public Holidays

Where Christmas Day, Boxing Day, 1 or 2 January, Waitangi Day or ANZAC Day falls on a Saturday or Sunday, and an employee does not normally work on a Saturday or Sunday, the holiday will be observed on the following Monday or Tuesday. Where these public holidays fall on a Saturday or Sunday, and an employee normally works on a Saturday or Sunday, the holidays will be observed on the days that they fall.

25.3 Off Work at Public Holidays

If you are off work because of the public holiday you are paid your normal hours at your relevant daily pay which includes any overtime, penalty rates, and allowances that you would have received had you worked on that day, pursuant to ss9 and 9A of the Holidays Act 2003.

25.4 At Work on Public Holidays

25.4.1 It is recognised that the employer operates a year round business and, in some divisions, operate a 24/7 roster operation (KiwiRail Infrastructure and Asset Management – Train Controllers, Signal Box Controllers and Traction Control Operators – refer to KiwiRail Infrastructure and Asset Management schedule). As such you may be requested to work on a public holiday if you are rostered to work on that day. If you work on a public holiday:

25.4.2 You will receive double your Relevant Daily Pay (excluding penalty rates) for each hour worked (except for employees on a salary option under clause 34.1, locomotive running employees, Train Controllers and casual employees who will be paid time and a half of their Relevant Daily Pay rate (excluding penalty rates) for the hours worked and hours on standby on the public holiday. Penalty rates expressed in clause 24.2.1 will not contribute to Relevant Daily Pay. The parties agree that this provision is more beneficial to the employee than those set out in the Holidays Act 2003; and

25.4.3 If that day would otherwise be a working day, you will be granted an alternative day off on pay calculated at your relevant daily pay, pursuant to ss9 and 9A of the Holidays Act 2003, to be taken on a day that is agreed with the employer, or if agreement cannot be reached then:

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

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

25.5 Public Holidays

25.5.1 If you work on a public holiday that falls on a week day that is not your normal working day you will be granted an alternative day of paid leave.

25.5.2 In addition, if a public holiday falls on a week day that is not your normal working day, and you do not work on that day you will still be granted an alternative day of paid leave. This clause does not apply to part time, locomotive running, train control or casual employees.

25.5.3 If you are a Locomotive Running Employee or a Train Controller and a public holiday falls on a day that is not your normal working day, and you do not work on that day you will receive 8 hours pay, paid at your hourly rate.

25.6 Call Backs on Public Holidays

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

25.7 Call Backs on Public Holidays (Former OIL only)

If you are called back on a public holiday, you will be paid for the hours worked plus 2 hours for being called out, paid at relevant daily pay, pursuant to ss9 and 9A of the Holidays Act 2003. In addition, you will get another 8 hours paid at relevant daily pay, plus an alternative day's leave.

26. Leave

26.1 Annual Leave

26.1.1 The leave year for employees employed prior to 1 April 2004 or who work in a part of the business subject to an annual closedown is 1 December to 30 November. The leave year for employees employed after 1 April 2004, and for those employed before 1 April 2004 but without an annual closedown, will commence from their anniversary date, pursuant to s.16 of the Holidays Act 2003.

26.1.2 For KiwiRail Infrastructure and Asset Management – refer to schedule.

26.2 Annual Leave Entitlements

26.2.1 At the end of each year of employment you will be entitled to four weeks' annual leave. Any leave entitlement above four weeks may be taken in cash with your Manager's approval. You must take a day's annual leave for each day cashed up.

26.2.2 KiwiRail employees with 7 or more years' continuous service will qualify for a fifth week of annual leave.

26.3 Shift Workers

If you are a shift worker you will be entitled to an additional week's leave; prorated if you are on shift work for less than a year.

26.4 Requests for Leave

26.4.1 You need to take a break from work on a regular basis to relax and to refresh yourself. For this reason the employers require that leave is taken within twelve months of falling due, but in special circumstances the employers may agree to leave being accumulated until a later date. Such agreement should be recorded in writing. Be sure to discuss your holiday preferences with your Manager so that as far as practicable your wishes can be accommodated. To help with work planning and rostering please give as much notice as possible. It is preferable that leave requirements are known before the work plan or roster is prepared. Your manager will promptly let you know whether your leave requests can be met so that you can finalise your own arrangements.

26.4.2 KiwiRail has the responsibility for setting leave schedules and where agreement cannot be reached will give you as much notice as possible but in any case not less than two weeks' notice of annual leave will be given.

26.5 Advancement of Annual Leave

In some circumstances you may take an advance of your entitlement. You will need to request this in writing and will need the approval of your manager.

26.6 How Leave is Paid

26.6.1 Annual leave for a full pay fortnight is counted as 10 days' annual leave. Annual leave is otherwise deducted on the basis of one day for every 8 hours absence, rounded to the nearest half day. There is no leave deducted, or paid, for absence on rostered extra work periods or other overtime. Part time employees are entitled to four weeks' annual leave per annum calculated on the basis of their normal hours worked per week.

26.6.2 Annual leave will be paid for in accordance with the Holidays Act 2003 provided that leave carried forward from previous years will be paid at the higher of your average weekly earnings or your ordinary weekly pay at the time you go on leave. Normally you will be paid for annual leave in your normal pay cycle however if you wish it to be paid before taking your annual leave you need to notify Payroll at least seven days in advance.

26.7 Annual Close Down

Where all or part of an operation is closed down (Christmas - January) this may be for up to 3 weeks (plus public holidays during the close down) per year. If you are affected you will be given at least one month's notice of the close down. If:

26.7.1 you have sufficient entitled leave to cover all or part of the close down, you will be required to take that leave;

26.7.2 you do not have sufficient entitled leave, you may request to take leave in advance (and these requests will not be unreasonably refused) for all or part of the close down period;

26.7.3 if your entitled leave or leave in advance does not cover the close down period, you will be placed on unpaid leave, subject first to the employer making every effort to find alternative work for you and you will be paid 8% (or the percentage equivalent of your particular leave entitlement, if higher) of your gross earnings since your last leave anniversary date or the commencement of your employment (if you have been employed for less than a year), less payment for any leave taken or cashed up.

You may retain up to 5 days per year of leave to be taken at some other time during the year.

26.8 Parental Leave

26.8.1 Parental Leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 or successor legislation and its amendments.

26.8.2 The Act provides that leave may be taken, subject to certain procedures, by both women and men on the occasion of the birth or adoption of a child. The period of leave (paid and unpaid as per the Act) may be up to a maximum of 52 weeks.

26.8.3 The Act requires that certain notice procedures must be observed and employees must give notice to the employer at least one month before the expected date of birth. (Different periods of notice apply in the case of adoption).

26.8.4 Subject to the criteria set out in the Parental Leave and Employment Protection Act, your job will be kept open for you. Full details on those criteria and other information will be provided when you apply for leave.

26.8.5 If you take Parental Leave you will be paid a grant equal to the period of Parental Leave, up to 6 weeks. This grant is payable 6 months after returning to work.

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

26.9 Long Service Leave

26.9.1 You will be entitled to one period of 4 weeks or two periods of two weeks long service leave after the completion of 20 years' service.

26.9.2 Long service leave is to be taken at a mutually convenient time, but in any event during the five years following the date of entitlement.

26.9.3 Pay while on long service leave is calculated the same way as annual leave.

26.10 Jury Service

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

26.11 Unpaid Leave

Leave without pay may be granted by your manager upon request. The terms and conditions under which any leave without pay is taken will be advised in writing to you by your manager.

26.12 Sick Leave Entitlement

The employer will provide leave on pay when you need to be absent due to your illness, or if you have responsibility for short periods of care of a household member who is ill. Your entitlement is 10 days per year paid for on the basis of your relevant daily pay which includes overtime, penalty rates and allowances that you would have received had you worked on that day, pursuant to ss9 and 9A of the Holidays Act 2003.

26.13 Sick Leave

26.13.1 Unused leave is accumulated from year to year.

26.13.2 If your sick leave entitlement is exhausted you and your manager may agree to additional paid sick leave. Favourable consideration will be given in cases of serious illness or fatigue / stress that could affect safety.

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

26.13.4 Stress Leave – Employees who require time off work because of stress, whether work-related or through personal circumstances, will have an entitlement of up to 5 days' leave, debited against their Sick Leave entitlements. The period of Stress Leave taken shall be paid at Relevant Daily Pay. After that, the provisions of Clause 26.17 (Health Assessment) shall apply, with possible return to work plans. Any additional leave required shall be covered by existing or remaining Sick Leave entitlements.

26.14 Medical Certificates

You will need to provide a medical certificate from your doctor for an illness /domestic leave involving an absence of more than 5 consecutive calendar days. In some circumstances (e.g. where there is a pattern of frequent short illnesses or repeated absenteeism) you may also be expected to provide a certificate for an absence of up to 5 consecutive calendar days, but this will be subject to prior written advice to you. Where the employer requests a medical certificate for absence of less than 5 consecutive calendar days, the employer

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will meet the reasonable cost of you obtaining this certificate.

26.15 Accident Compensation Pay

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

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

26.16 Sick Leave Entitlement Deductions

Sick leave and domestic leave payments are debited to your entitlement on the basis of one day deduction for one work period absence except that any absence of less than four hours in a week for reasons connected with sickness or for dental or optical appointments shall be paid as sick leave but shall not be deducted from your sick leave entitlement.

26.17 Health Assessment

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

26.18 Sick and Domestic Leave Entitlements

Your sick leave and domestic leave entitlements are in substitution of, and not in addition to, the Sick Leave provisions of the Holidays Act 2003.

26.19 Safety Critical Occupations

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

26.19.2 The RMTU and KiwiRail will work collectively to review the process for managing medical reviews.

26.20 Bereavement Leave / Tangihanga Leave

26.20.1 Leave is also provided to the greatest extent practicable to allow grieving associated with bereavement, Tangihanga or to pay respects on the death of a close relative. If you need to discharge obligations and/or pay respects to a deceased person with whom you have had a close relationship or association, appropriate leave will also be favourably considered. Such obligations may exist because of family or whanaunga connections or cultural requirements such as attending all or part of a Tangihanga or its

equivalent. Such leave will normally be on pay but in some cases the leave, or part of it, may be without pay.

26.20.2 The entitlement to paid bereavement leave is a minimum of 5 days for the death of an immediate family member. You may also be entitled to one day's paid bereavement leave on the death of other persons, depending on a range of factors including the closeness of your association with the deceased. These provisions are in accordance with the Holidays Act 2003. Paid leave shall be calculated on the basis of your Relevant Daily Pay which shall include any overtime, and allowances you would have received had you worked on that day, in accordance with ss9 and 9A of the Holidays Act 2003.

26.21 Domestic Violence Leave

Domestic Violence Leave shall be provided in accordance with the Holidays Act 2003 S72A-72J. This provides for up to 10 days within a 12 month period. Existing anniversary dates in Payroll will be used as the starting point for a 12 month period.

Leave taken under this clause shall be paid at Relevant Daily Pay or otherwise in accordance with the Holidays Act 2003.

26.22 Fatigue Leave

It is recognised that fatigue is an important health and safety issue for KiwiRail and the RMTU.
Any employee unable to work due to fatigue shall access the requirements and entitlements of the agreed Fatigue Management Enterprise-wide SHE Standard.
Fatigue Leave will be paid at Relevant Daily Pay.

26.23 Retirement Leave

Employees who retire at the age of eligibility for the Guaranteed Retirement Income (GRI) or who retire earlier than the GRI eligibility age with the consent of the employer, shall be entitled to paid retiring leave on the following scale:

Years	**And Months of Service**					
	Leave (working days)					
	0	2	4	6	8	10
Under 10	0	0	0	0	0	0
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20 – 24	65	65	65	65	65	65
25	65	66	66	67	68	69

26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40 & over	131					

27. Ending Employment

27.1 Resignation

You must give a minimum of two weeks' notice of resignation of employment or two weeks wages may not be paid in lieu of such notice. However you can agree with the employer for a lesser period of notice should you resign.

27.2 Dismissal

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

27.3 Termination for Incapacity

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

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

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

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

27.3.3 Clause 27.3.2 does not apply to members of The New Zealand Locomotive Engineers Sickness, Accident and Death Benefit Fund. The following applies instead: if your employment is terminated for incapacity you will be entitled to retiring leave in accordance with the scale set out in the Retirement Leave Schedule to this agreement, with a minimum of 65 days. Remaining sick leave entitlement will be added to that leave. If the amount payable under this clause (after tax) plus the amount payable by the fund is less than the amount payable under Clause 27.3.2 (after tax) then the payments will be supplemented to the equivalent of Clause 27.3.2 (after tax).

27.4 Death and Disablement

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

27.5 Certificate of Service

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

27.6 Retirement

27.6.1 Employees employed prior to 1 February 1999 -

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

27.6.3 If you intend to retire, you may submit a request to retire earlier than the age of eligibility for th Guaranteed Retirement Income. This request should be made to the employer who may at its discretion consider such a request on a case by case basis. Such requests should be provided with 6 months' notice.

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

27.6.5 Employees employed after 1 February 1999 -

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

27.7 Abandonment of Employment

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

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

27.8 Redeployment, Redundancy and Employment Protection

27.8.1 A 'redundancy' means a situation where an employee's employment is terminated by the employer the termination being attributable, wholly or mainly, to the fact that the position filled by that employee is, or will become, superfluous to the needs of the company, and no alternatives to termination (including those set out in the Redeployment and Redundancy Schedule) are available. The provisions of the Redundancy and Redeployment Schedule shall apply in the event of redundancy or redeployment.

27.8.2 It is not a redundancy if there is simply a change of ownership in the shares of the employer

27.9 Restructuring of the business

Where the employer is proposing to restructure its business or part of its business as defined in section 69OI of the Employment Relations Act 2000, the employer shall negotiate with the person who undertakes or proposes to undertake the employers business (or part of it) or to whom the employer's business (or part of it) is, or is to be, sold or transferred (the 'new employer') about whether affected employees will transfer to the new employer, and their conditions of employment. The employer shall consult with the Union in respect of these discussions.

27.10 Redundancy Compensation (new employer)

An employee whose position of employment is to be terminated by reason of a redundancy arising from a reconstruction or a restructuring as defined in the preceding clause 27.9 shall be entitled to redundancy compensation from the employer, unless:

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

27.11 Offer of employment with new employer

The employee shall, where they are offered employment with the new employer that complies with clause 27.10, have a choice as to whether to transfer to the new employer. If the employee declines to transfer to the new

employer, then the employer shall explore alternatives to dismissal (including redeployment and / or relocation under the Redeployment and Redundancy Schedule). In these circumstances the employer will be under no obligation to provide redundancy compensation but shall provide notice of termination of employment.

27.12 Redundancy Compensation (providing services)

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

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

27.13 Consultation

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

27.14 Selection for Redundancy

27.14.1 The employer has the right to determine the criteria by which employees are made redundant, but will in every case consider volunteers before effecting redundancy

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

27.15 Effecting Redundancy

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

27.16 Alternative Employment

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

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

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

27.17 Offers of redeployment and/or relocation

Where the employer is unable to offer alternative employment or you do not

accept an offer of redeployment and/or relocation, you (and the union) will be given four weeks' notice of redundancy or four weeks wages will be paid in lieu of such notice. The time to consider an offer of redeployment and/or relocation will be concurrent with the notice of redundancy given under this provision.

27.18 Relocation

If you receive an offer which requires a change of residence you will be given 4 weeks to decide upon the offer.

27.19 Redeployment

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

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

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

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

27.20 Redundancy

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

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

27.21 Redundancy Payment

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

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

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

27.22 Scale 1 (Employees engaged before 6 April 1990)

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

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

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

Scale 2 (employees engaged after 6 April 1990)

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

28. Resolution of Employment Relationship Problems

28.1 Suspension

28.1.1 The employer may suspend you from your duties, on pay, where necessary and appropriate, while it investigates any allegation of misconduct, or incident affecting safety in which you appear to be involved.

28.1.2 The parties to this agreement are committed to the speedy resolution of employment relationship problems.

28.1.3 This clause sets out the services available for the resolution of employment relationship problems. An "employment relationship problem" includes a personal grievance, a dispute (about the interpretations, application, or operation of an employment agreement) and any other problem relating to or arising out of an employment relationship.

28.2 Tell your manager first

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

28.3 Mediation Services

28.3.1 If you are not satisfied with your employer's response, then you can contact the Employment Relations Service Te Ratonga Hononga Taimahi for free mediation assistance. The mediator will try to help the parties resolve the problem, but will not make a decision about what should be done to resolve the problem unless you and the employer agree to this.

28.3.2 If the problem referred to the Employment Relations Service is a dispute about the interpretation, application or operation of this Collective Agreement, you must ensure that the RMTU is given notice of the dispute.

28.4 Employment Relations Authority

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

28.5 Representation

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

28.6 Personal Grievances

28.6.1 If you have grounds for raising a personal grievance with your employer (for unjustified dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress), then you have 90 days from the action occurring, or the grievance coming to your notice, to raise the matter. Otherwise your claim may be out of time.

28.6.2 If you raise your grievance out of time, your employer can consent to accept the late grievance or to reject it. If the employer rejects it, you can ask the Employment Relations Authority to grant you leave to raise the grievance out of time.

28.6.3 If you have been dismissed you may within 60 days after the dismissal request your employer to provide a statement in writing of the reasons for the dismissal. Your employer must give the statement within 14 days after being asked.

28.6.4 If the personal grievance is not resolved and it is based on a claim of discrimination or sexual or racial harassment you can choose to either pursue a personal grievance to the Employment Relations Authority or complain under the Human Rights Act 1993. Both procedures cannot be used for the same complaint.

29. Contracting Out, Outsourcing or Sale

29.1 KiwiRail prefer to utilise their own people and equipment for its on-going business activity.

29.2 In furtherance of this preference, the commitments in Clauses 2, 3, 4 and 5, and in recognition of the principle that job security, skills development, and a fair employment policy will best ensure trust, goodwill and mutual respect, and an employee commitment to customer service, the employer confirms its commitment in regard to contracting out, outsourcing or sale as follows:

29.2.1 That, wherever possible work falling within the scope of the positions in the Pay Schedule on which employees covered by this agreement are engaged, as at the commencement date of this agreement, will continue until the expiry date of this agreement to be undertaken by its own employees.

29.2.2 Where it is not possible to undertake particular work using the employer's own employees in an efficient manner, at a reasonable cost and to an acceptable level of quality, consideration may be given to contracting out , outsourcing or selling work currently performed by employees covered by this agreement to third party contractors or labour agencies. It is acknowledged that employees

of labour agencies may be engaged on an urgent or short term basis.

29.2.3 For the term of this agreement KiwiRail undertakes to provide third party contractors with a schedule of KiwiRail's hourly rates for relevant work covered by this agreement and require them to assure KiwiRail management that they will pay at or above these hourly rates.

29.3 The employers acknowledge that any such decision to contract out, outsource or sell should not be based solely on strict commercial criteria and the competitive position of the business, but must also give proper weight to factors such as:

- Customer service
- Quality
- Efficiency and flexibility
- Organisational knowledge and experience
- Safety
- The value of job security, skills development and a fair employment policy
- The commitment of its own employees

29.4 The RMTU acknowledges the ongoing need for flexibility, efficiency, and customer focus in order to continuously improve the competitive position of the businesses and attractiveness of services to its customers.

29.5 The impact of a contracting out, outsourcing and sale decision which results in redundancy of existing staff is greater than a decision to contract out work which does not directly affect employees. This must be reflected in the process leading to high impact decisions.

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

29.7 The above provision is limited to the term of this collective agreement. The parties agree formally to review the application and operation of this provision for the future on the expiry of this agreement. The parties record their preference for continuing to address this issue within this framework and also acknowledge that their ability to continue to do so is dependent on both parties being satisfied that a balanced approach is being adopted.

29.8 To this end, KiwiRail acknowledges the need to demonstrate that the inherent benefits of the employment relationship were factored into any decisions to proceed or not to proceed with contracting out proposals. The parties accept that arbitrary formulae are impractical and that KiwiRail's position will be demonstrated in practice and not theory

29.9 The RMTU similarly acknowledges that it will need to demonstrate that its members have been willing to implement practices which improve KiwiRail's competitive position through improved customer focus, efficiency and flexibility. The RMTU further acknowledges that the actions of its members in this regard have direct linkage to KiwiRail's willingness to take into account factors beyond a cost/benefit analysis.

30. Service

30.1 Service means: All service with the employer up to the last day of work. For KiwiRail employee's service also includes any recognised previous service with New Zealand Railways Corporation, Toll NZ, UGL or its predecessors.

Service under Scale 1 means:

30.1.1 If you were engaged before 10 November 1987 your service will mean all service with the company

30.1.2 Service for such employees also includes employment in the State Services, Armed Forces and overseas railways up to 10 November 1987 (provided that service has not previously been recognised for a redundancy payment).

30.1.3 If you were engaged between 10 November 1987 and 6 April 1990 your service will mean all continuous service from your engagement date.

30.2 Continuous Service

Unless otherwise agreed by the employer, special leave without pay does not count as service, but does not break continuity of employment for the employee concerned.

31. Non-Permanent Workers

31.1 Fixed term employees

A fixed term employee is a person who is initially employed for a period of not more than 6 months, which fact shall be recorded in a letter to the employee at the time of the engagement. Should it be necessary to continue to engage the employee beyond the six months, the employee shall be offered permanent employment unless there is a clear and compelling reason not to. Such clear and compelling reason will be documented and agreed at the time of the extension.

31.2 Casual Employees

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

31.2.2 Clause 26.2 does not apply and in the case of Sick Leave and Bereavement Leave, the provisions of the Holidays Act 2003 S.63 shall apply.

31.2.3 Availability for employment is on any day subject to:

- You will be advised by at least 1200 hours on the day preceding any assigned work. At your option you can accept work with less notice, provided you can meet the fitness requirements. Notice, including advice of work to be done, is given to you via the telephone number you have nominated,

or at the workplace if you are on duty;

- Where you are unable to report for duty at the agreed time because of sickness, family bereavement or other such unforeseen circumstances please advise as soon as reasonably possible so that alternative arrangements can be made;
- To assist with planning the work of employees, please advise as early as possible of any periods that you will be unavailable to accept work, preferably at least two weeks prior to the fortnight concerned.

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

31.3 Agency Temps / Casual Employees

31.3.1 The period of assignment for an agency casual/temp will not exceed 6 continuous months. Should an assignment reach 6 continuous months, the employer will evaluate offering employment as an employee of the company. This will be based on the ongoing need for the position. Any offer of employment will be permanent or a fixed term arrangement.

31.3.2 During the employment of agency temp employees, no permanent employee of the same occupation who is available to transfer to this work will be declared redundant.

31.3.3 On engagement and again if re-confirmed on a fixed term after 6 months, each temporary employee shall be provided with an appointment letter specifying the reason for the temporary employment and the expected duration of the period of employment.

31.3.4 Temporary employees confirmed in ongoing employment following directly on from a fixed term engagement will have service in their fixed term employment counted as service for the purpose of any service-related entitlement.

32. Other Contractual Matters

32.1 Indemnity

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

- You must not have been dismissed as a consequence of your act or omission giving rise to the proceedings or external investigation; and

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

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

32.2 Debts

If you have proven debts to the employer the amount will be deducted from your wages on termination.

32.3 Notification of Criminal Convictions

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

32.4 Change During Currency

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

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

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

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

32.5 Reimbursement of Expenses

32.5.1 You will not be out of pocket for authorised expenses incurred in the course of your employment.

32.5.2 The employer will promptly refund all actual and reasonable expenses incurred by you in the course of an absence on duty or

for any training provided. Claims are to be supported by receipts in accordance with the requirements of the employer. You may obtain an advance to meet these expenses if required.

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

Your manager may provide meals in the case of emergency work or derailments. Reimbursement for the reasonable cost of a meal can also be approved where you are required to work past your normal finishing time at short notice and this extension coincides with your normal meal time.

32.7 Meal and Rest Break Compensation – Pay Scale 3

The following applies only to those groups named below and on the terms agreed below:

32.7.1 A Meal Reimbursing Allowance will be paid to all Train Controllers, Signal Box Controllers and Traction and Systems Controllers as compensation for each shift where they do not receive a meal break. This will apply only to shifts worked and not to Leave, Observed Rest Periods or Standby. The Meal Allowance will be paid at the rate of $15.12 (effective 1/7/20).

For the avoidance of doubt, a Meal Reimbursing Allowance is **not** payable when a master roster provides for a meal break to be taken.

32.7.2 Train Controllers **only** will receive an additional payment equal to 2 x 10 minute breaks per shift as compensation for not receiving scheduled rest breaks. This will apply only to shifts worked and not to Leave, Observed Rest Periods or Standby.

32.7.3 These two payments as expressed above fulfil all legislative requirements for compensation instead of breaks taken, in accordance with the Employment Relations Act 2000, Part 6D.

32.7.4 KiwiRail and the RMTU will engage in a study group to examine best and safe rostering practices, with a view to determining how breaks are best managed in a train control environment. The composition of, and Terms of Reference and timeframe for, this study group will be jointly determined by KiwiRail and the RMTU.

32.7.5 The compensatory payments outlined above will be **interim** conditions until such time as the parties agree on and implement alternative rostering policies arising from the study group conclusions which provide for breaks to be taken.

33. Allowances (KiwiRail)

33.1 Except in KiwiRail training situations, seminars and conferences you may choose to arrange your own accommodation and/or meals. KiwiRail may also arrange for your accommodation and/or meals. Any arrangement must be mutually agreed between the Employee and the Manager. The following allowance will be paid as appropriate:

If KiwiRail provides:	Allowance per night effective from 01/07/20
Accommodation and meals	Incidentals $15.73
Accommodation	Meals and Incidentals $117.92
If KiwiRail does not arrange your accommodation and meals.	Accommodation, Meals and Incidentals $215.96

33.2 Vehicle Allowance

Where KiwiRail requires an employee to use his/her vehicle for KiwiRail's business the employee shall be reimbursed which follows:

Rate per Kilometre
83c effective 1/7/20.

Note: KiwiRail does not accept liability for damage caused to an employee's vehicle when being used on Company business.

33.3 Tea and Coffee

Where the employer does not provide tea, coffee etc. for meal and rest breaks, a payment of $5.91 per fortnight effective 1/7/20 is paid to full time employees. This allowance is also paid on a pro rata basis to part time employees who work three or more continuous hours a day.

33.4 Safety Footwear

33.4.1 KiwiRail will

- Provide you with the footwear; or
- Reimburse you up to a maximum of $280.48 effective 1/7/20 for employees (or such greater amount as your manager may agree to having regard to durability and suitability).

33.4.2 Safety footwear will be replaced on a fair wear and tear basis.

33.5 Transport

33.5.1 If you work between 2000 and 0600 hours and live more than 2km away from work $5.91 effective 1/7/20 is paid for the work period (code GTRP).

33.5.2 If you are called back to work between work periods you are paid $5.91 effective 1/7/20 (code GTRP) or the KiwiRail rate for the use of your vehicle, at your option.

33.5.3 These payments do not apply if you have a KiwiRail vehicle provided by your employer for travel to/from work.

33.6 Laundry

Employees who are provided with protective clothing (overalls or similar) who launder it are paid an allowance of $6.95 per fortnight effective 1/7/20.

33.7 Relocation

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

Additional Distance	Effective 01/07/20
2km or less	$0.00
> 2km, < 4km	$578.67
> 4km, < 6km	$833.60
> 6km, < 8km	$1131.23
> 8km, < 10km	$1389.70
> 10km, < 12km	$1687.33
> 12km, < 14km	$1960.08
> 14km, < 16km	$2223.30
Over 16km	$2375.09

33.8 Tools

33.8.1 Tradespersons, including leading tradespersons, and apprentices when working at their occupation and possessing sufficient tools of trade to carry out their work efficiently are paid an allowance of $0.46 per hour effective 1/7/20.

33.8.2 If this is paid in advance it is recoverable from future wages.

33.9 First Aid

An employee who holds a current First Aid certificate and who is designated by the employer to be the First Aid Attendant for more than 20 employees is paid an allowance of $0.35 per hour effective 1/7/20 (code GFAD).

33.10 On the Job Training Allowance – OJT Safety Critical Roles

33.10.1 An OJT Allowance of $3.68 per hour effective 1/7/20 will be paid to employees who agree to engage in the On the Job Training Supervision of employees in safety critical positions in KiwiRail Freight, KiwiRail Passenger, Network Access and Control Group (including A Box) and Interislander (except Team Leaders) (code GLTR).

Except Locomotive Engineers within KiwiRail Freight and Passenger who will be paid an allowance of $5.87 per hour for LE Minder duties (code LOJT), effective 1/7/20.

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

33.11 Remoteness Allowance

Due to the remoteness of Otira, an allowance of $21,454.76 gross per annum effective 1/7/20 will be paid to employees who are based at, and reside at Otira (within the regional boundaries being defined as Arthur's Pass in the

east and Kumara and Moana in the westerly direction). This allowance will be paid quarterly in arrears. If an employee is entitled to the remoteness allowance, they will not be eligible for the isolation allowance as prescribed in clause 33.12.

33.12 Isolation Allowance

The following isolation allowance will be paid to KiwiRail Infrastructure and Asset Management employees for work performed in the named location (pro-rated for less than a fortnight)

	Location	**$ per fortnight from 1/07/20**
GISO	Otira	$42.52
GISO	Cass	$71.11

33.13 Environment Allowance

Where the following employees work outdoors for the majority of their work, they receive an environment allowance:

Employee	**$ per hour* from 01/07/20**
Signalling Technicians, Field Technicians, Senior Field Technicians	0.30
*Maximum 80 hours per fortnight, not paid during leave.	

33.14 Electrical Inspectors Allowance

An Electrical Tradesperson holding registration as an Electrical Inspector and employed in a designated role as an Electrician, will be paid $1.27 an hour effective 1/7/20.

33.15 Other Allowances

Allowance Type	**Pay Code**	**As at 01/07/20**
Air Fed Respirator Work (incl. Asbestos PPE)	GAFR	**1.13/hour**
Weld/Gas Cut Confined Space	GCSP	**4.89/hour**
Full Face Respirator	GFFR	**0.42/hour**
Repairs in Fuel Tank	GFTK	**4.89/hour**
Cleaning Toilets	GPOO	**1.11/hour**
Sandblasting Work	GSBR	**5.89/work period**
Clearing Sand From Tunnels	GSML	**7.22/work period**
Spray painting tank wagons or silos	GSPT	**4.89/hour**
Cleaning Blocked Sewers	GSWR	**5.35/work period**
Traction Motor Work	GTMR	**5.35/work period**
Working inside Silos	GTNK	**8.98/work period**
Waterblasting Locomotives	GWBR	**2.92/hour**
Meal	GMEL #	**15.12/shift**
Taking Milk Samples	GCOW@	**10.07/sample**

Applies to Scenic Journeys employees only
@ Applies to Freight employees only

33.16 Relocation Benefits

If you accept an offer of redeployment to another location the employer's standard transfer provisions, or relocation benefits of this agreement, will apply. If you need to sell and buy a house as a result you will also be paid a grant of $2729.62 effective 1/7/20.

33.17 Privilege Travel

If you have 10 or more years' service, privilege travel will be available for 1 year from the date of ceasing duty.

33.18 Free Railage

For all KiwiRail employees, if you shift household you are eligible for free "owners risk" railage of your household and personal effects. For all Scenic Journeys employees, if you shift household then you are eligible for reimbursement of the travel costs of your household and personal effects.

33.19 Travel Privileges

As an employee benefit you shall be entitled to the following Travel Benefits. As long as KiwiRail remains the operator for the services named in the travel benefits, the benefits in this agreement will remain in force for the duration of the agreement:

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

33.20 Travel Benefits – Employee

'Travel Benefits' entitle the employee to:

- Discounted travel on employer services when travelling to and from work throughout the year; and
- Free passenger travel on employer passenger services (including one free passenger return ferry crossing) for up to two periods per leave year; and
- One free motor vehicle return ferry crossing pass per year; and
- Discounted travel on employer services once the employee has exceeded their free travel entitlements.

Employees engaged during a leave year will be allowed a pro rata entitlement to travel benefits as per the Travel Benefits policy.
KiwiRail employees are not entitled to Transdev services.

33.21 Travel Benefits – Nominated Person and Dependants

'Travel Benefits' entitle the employee's nominated person and dependants to:

- Discounted travel on employer services (not including travel to and from other employment) throughout the year; and
- Free passenger travel on employer passenger services (including one free passenger return ferry crossing) for up to two periods per leave year; and
- Discounted travel on employer services as determined by the employer once the nominated person or dependant/s has exceeded free travel

entitlements.

- The nominated person and dependant/s do not have to be accompanied by the employee on employer passenger services.
- If the nominated person or a dependant is the driver of a vehicle on The Interislander Ferry service, they do not have to be accompanied by the employee.

33.22 Travel Benefits – Employee on Leave – i.e. Long Service and Retiring Leave or Gratuity in Lieu

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

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

33.23 Discounted Travel

33.23.1 Employees are entitled to discounted travel at 75% off the premium fare on KiwiRail Passenger and Interislander services, for your first year and consequent years of continuous employment with the employer. This does not apply to alcohol provided on the premium classes on KiwiRail's Scenic Journeys train trips but it does apply to the food offered on those services.

33.23.2 Discounted fares on KiwiRail Passenger and Interislander services are available between home and work for the following employees:

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

33.23.3 To be eligible to FREE travel benefits employees shall be:

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

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

33.23.5 As of 1 July 2016, the year for discounted travel purposes runs

from 1 July through to 30 June the following year.

33.23.6 The following restrictions and conditions apply:

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

34. Salary Option

34.1 The employer and the employee, in consultation with the union, may agree to an inclusive salary for employees payable under Pay Scale 1 in the Pay Schedules. Such agreement may include variations to the following provisions in this agreement:

i) Clauses 35.1 to 36.2 – Pay & Allowances
ii) Clauses 24.1 to 24.4 - Penal Rates
iii) Clause 25.4 – Statutory Holidays

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

35. Pay & Allowances

35.1 You will be paid in accordance with the rates and allowances shown in the Pay and Allowance schedules.

35.2 Full time employees will be paid 80 hours a fortnight at the hourly rate specified in the Pay Schedule.

35.3 Where you are absent from duty without authorisation, the minimum fortnightly wage will not apply. Payment will only be made for the total fortnightly rostered hours minus the rostered hours not worked because of the absence.

35.4 The employer may also make a deduction subject to the provisions of this agreement for any other authorised unpaid time off.

35.5 Payment will be by direct credit to your nominated bank account every second Thursday.

36. Higher Duties Allowance

36.1 Please note that if you work in a higher paid position for one work period or more, you will be paid the rate appropriate for that position while you are so working. The employer may approve payment for periods of less than one work period. Prior to commencing a period of advanced capacity, you will:

i) Agree on the period with your manager; and
ii) Agree on the appropriate rate for the position (if there is more than one rate for the role)

36.2 Continuous periods of advanced capacity exceeding 3 months will be reviewed and any continuation will be subject to further agreement between you and the manager. You may have RMTU representation.

37. KiwiRail Pay Schedule

KiwiRail and RMTU recognise that one of the ways we can meet our customer changing needs in an efficient and productive way is to work as teams. This requires flexibility and a willingness to learn new skills and take on new tasks.

The parties also recognise the mutual benefits that come from this. Employees will have a chance to learn new skills, to develop alternative career paths and have access to higher gains in terms of earning opportunities. The employer gains in its ability to meet its customers' needs more efficiently.

You will be provided with a generic job description covering the work undertaken in your position. Your duties may be changed by adding or deleting tasks and in such cases you will be consulted before the changes are made.

Pay Scale 1

1.1 Clerical, and administrative, supervisory, professional and technical employees not otherwise listed in subsequent pay scales are paid from the following scale:

Level	Pay Code	Hourly Rate
35+	44350	49.27
34+	44340	48.16
33+	44330	46.98
32	44320	45.92
31	44310	44.19
30	44300	42.89
29	44290	41.58
28	44280	40.31
27	44270	39.09
26	44260	37.94
25	44250	36.79
24	44240	35.72
23	44230	34.61
22	44220	33.64
21	44210	32.62
20	44200	31.65
19	44190	30.68

18	44180	29.77
17	44170	28.90
16	44160	28.03
15	44150	27.23
14	44140	26.45
13	44130	25.64
12	44120	24.90
11	44110	24.18
10	44100	23.48
9	44090	22.78
8	44080	22.10*

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

* Effective 1/9/20

1.2 Unless otherwise agreed the range of levels for employees paid on this scale is the range that:

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

Pay Scale 2 Rail Maintainers

Employees in Rail Maintainer roles other than those paid under Pay Scale 1 are paid:

Designation	Pay Code	Hourly Rate
TRACK GROUP		
Track Inspector	60009	36.88
Track Ganger	60008	32.64
Senior Track Maintainer	60007	27.15
Excavator Operator	60005	25.11
NDT Operator	60004	27.15
Lube Operator	60003	27.15
Track Maintainer	60002	25.11
Track Worker	60001	23.06
Trainee Track Worker	60000	22.10*
TRACK MACHINE GROUP		
Track Machine Ganger	60026	34.17
Senior Track Machine Operator Level A	60025	30.76
Senior Track Machine Operator	60024	28.79
Track Machine Operator Level 3	60023	26.86
Track Machine Operator Level 2	60022	24.94
Track Machine Operator Level 1	60021	22.98
Trainee Track Machine Operator	60020	22.10*
RAIL WELD GROUP		
Leading Hand Rail Weld Depot	60033	32.69
Senior Rail Weld Operator	60032	27.15
Rail Weld Operator	60031	23.06
Trainee Rail Weld Operator	60030	22.10*

STRUCTURES GROUP		
Structures Inspector	60050	39.17
Leading Hand Structures (Trade)	60049	34.92
Leading Hand Structures (Non Trade) (Grandparented)	60048	33.36
Leading Hand Structures (Non Trade)	60047	33.36
Senior Structures Maintainer (Trade)	60046	33.36
Senior Structures Maintainer (Non Trade)	60045	27.15
Structures Maintainer (Trade)	60044	31.86
Structures Maintainer (Non Trade)	60043	25.11
Structures Worker (Trade)	60042	30.35
Structures Worker (Non Trade)	60041	23.06
Trainee Structures Worker	60040	22.10*
Designation	**Pay Code**	**Hourly Rate**
TRACTION ELECTRICIANS / GENERAL ELECTRICIANS GROUP		
Leading Hand Traction Electrician	60065	39.95
Senior Traction Electrician	60064	37.77
Traction Electrician Level 2	60063	35.43
General Electrician	60062	34.28
Traction Electrician Level 1	60061	34.28
Trainee Traction Electrician	60060	32.53
TRACTION LINE MECHANIC GROUP		
Traction Supervisor	60136	36.29
Leading Hand Traction Line Mechanic	60135	32.96
Senior Traction Line Mechanic	60134	30.18
Traction Line Mechanic Level 3	60133	27.55
Traction Line Mechanic Level 2	60132	25.94
Traction Line Mechanic Level 1	60131	24.28
Trainee Traction Line Mechanic	60130	22.62
RAIL BONDERS GROUP		
Rail Bonder Level 2	60122	25.13
Rail Bonder Level 1	60121	23.06
Trainee Rail Bonder	60120	22.10*
SIGNALS TECHNICIAN GROUP		
Leading Hand Signals Technician Level 2	60077	47.74
Leading Hand Signals Technician Level 1	60076	43.20
2IC Signals Technician	60075	41.79
Signals Technician Level 4	60074	39.23
Signals Technician Level 3	60073	38.07
Signals Technician Level 2	60072	36.93
Signals Technician Level 1	60071	34.38
Trainee Signals Technician	60070	32.62
SIGNALS MAINTAINER GROUP		
Leading Hand Signals Maintainer	60085	34.96
Signals Maintainer Level 4	60084	33.66
Signals Maintainer Level 3	60083	29.00

Signals Maintainer Level 2	60082	26.93
Signals Maintainer Level 1	60081	23.95
Trainee Signals Maintainer	60080	22.10*
Designation	**Pay Code**	**Hourly Rate**
SIGNALS EQUIPMENT TECHNICIAN GROUP		
Leading Hand Signals Equipment Technician	60096	37.01
Senior Signals Equipment Technician	60095	33.78
Signals Equipment Technician Level 4	60094	31.12
Signals Equipment Technician Level 3	60093	29.01
Signals Equipment Technician Level 2	60092	26.90
Signals Equipment Technician Level 1	60091	24.84
Trainee Signals Equipment Technician	60090	22.10*
SIGNALS EQUIPMENT ASSEMBLING GROUP		
Leading Hand Signals Equipment Assembler	60106	37.01
Senior Signals Equipment Assembler	60105	33.78
Signals Equipment Assembler Level 4	60104	31.12
Signals Equipment Assembler Level 3	60103	29.01
Signals Equipment Assembler Level 2	60102	26.90
Signals Equipment Assembler Level 1	60101	24.84
Trainee Signals Equipment Assembler	60100	22.10*
SIGNALS LINE MECHANIC GROUP		
Leading Hand Signals Line Mechanic	60144	33.00
Signals Line Mechanic Level 3	60143	30.21
Signals Line Mechanic Level 2	60142	27.84
Signals Line Mechanic Level 1	60141	25.11
Trainee Signals Line Mechanic	60140	22.62
TELECOMMUNICATIONS TECHNICIAN GROUP		
Leading Hand Telecommunications Technician	60113	47.74
Senior Telecommunications Technician	60112	43.20
Telecommunications Technician Level 2	60111	41.31
Telecommunications Technician Level 1	60110	35.01
PLANT FITTERS/FITTER OPERATOR GROUP		
Plant Fitter / Fitter Operator Level 5	60164	38.28
Plant Fitter / Fitter Operator Level 4	60163	35.90
Plant Fitter / Fitter Operator Level 3	60162	33.53
Plant Fitter / Fitter Operator Level 2	60161	31.21
Trainee Plant Fitter / Fitter Operator Level 1	60160	29.24
STORES GROUP		
Store Person Level 2	60172	24.90
Store Person Level 1	60171	22.78
Trainee Store Person	60170	22.30

SAFETY PROTECTOR GROUP		
Senior Safety Protector	60183	29.77
Safety Protector Level 2	60182	27.15
Safety Protector Level 1	60181	25.11
Trainee Safety Protector	60180	22.10*

*Effective 1/9/20

Where more than one rate is payable, the rate on appointment is the minimum rate for the grade. Appointees in relevant occupations advance to any higher step when fully competent in the higher designation within the grade. Employees on a higher designation at the commencement of this agreement are paid at the higher designation.

Pay Scale 3 Network Operations

Employees in Network Operations other than those paid under Pay Scale 1 are paid:

Designation	Pay Code	Hourly Rate
Train Controller Level 7	44440	48.36
Train Controller Level 6	44430	46.90
Train Controller Level 5	44428	44.90
Train Controller Level 4	44424	43.59
Train Controller Level 3	44420	42.30
Train Controller Level 2	44415	41.68
Train Controller Level 1	44410	41.05
Trainee Train Controller	44400	36.70
Designation	**Pay Code**	**Hourly Rate**
Signal Box Controller Level 4	48134	31.56
Signal Box Controller Level 3	48100	30.60
Signal Box Controller Level 2	48094	27.51
Signal Box Controller Level 1	48070	24.37
Team Leader Traction Control	48230	36.79
Traction & Systems Controller Level 3	48220	33.64
Traction & Systems Controller Level 2	48210	30.68
Traction & Systems Controller Level 1	48200	28.90

Pay Scale 4 Mechanical Engineers

Employees employed as Mechanical Engineers, Team Leaders, Fitters and Apprentices other than those paid under Pay Scale 1 are paid:

Designation	Pay Code	Hourly Rate
Team Leader Level 4 (Trade)	42384	39.82
Team Leader Level 3 (Trade)	42383	35.90
Team Leader Level 2 (Non Trade)	42382	33.36
Team Leader Level 1 (Non Trade)	42380	30.12
Level 6	42450	36.72
Level 5	42440	34.33
Level 4	42430	29.25

Level 3	42420	26.35
Train Examiner Maintenance*	42230	25.89
Locomotive Service Person*	42220	25.18
Level 2	42410	24.69
Level 1	42400	22.65
Entry	42390	22.10**
Designation	**Pay Code**	**Hourly Rate**
Apprentices		
Over 251 Credits	43060	26.49
201-250 Credits	43050	25.11
151-200 Credits	43040	22.91
0-150 Credits	43030	22.10**
Serviceperson (Auckland Metro Only)		
Serviceperson (Level 2)*	42510	25.56
Serviceperson (Level 1)*	42500	25.17

* These pay rates are only payable to those employees paid at this level at the commencement of this agreement

** Effective 1/9/20

Pay Scale 5 KiwiRail Mechanical

Employees in KiwiRail Mechanical other than those paid under Pay Scale 1 or 4 are paid:

Designation	Pay Code	Hourly Rate
Leading Plant Maintainer	45300	31.62
Senior Storeperson	46190	24.70

Pay Scale 6 Locomotive Engineering

Employees in Locomotive Engineering other than those paid under Pay Scale 1 are paid:

Designation	Pay Code	Hourly Rate
Team Leader Locomotive Engineer #	48545	50.31
Locomotive Engineer Level 6 - at the beginning of the 16th year since achieving LE qualification	48565	46.24
Locomotive Engineer Level 5 – at the beginning of the 13th year since achieving LE qualification	48525	44.61
Locomotive Engineer Level 4 - at the beginning of the 10th year since achieving LE qualification	48515	44.08
Locomotive Engineer Level 3 – at the beginning of the 7th year since achieving LE qualification	48505	43.58
Locomotive Engineer Level 2 - at the beginning of the 4th year since achieving LE qualification	48495	43.01
Locomotive Engineer Level 1 (Years 1 -3) on achieving LE qualification	48475	41.07
Trainee Locomotive Engineer (OJT)	48443	37.52
Trainee Locomotive Engineer (Classroom)*	48441	23.84

Refer to Freight Schedule for those Team Leader Locomotive Engineers who undertake BEM duties.

* During the theory/classroom training, Trainee Locomotive Engineers will be paid the greater of Pay Code 48441 or their existing rate if higher.

Note: New rates apply from date of ratification. Progression through the scale applies from the usual step transition (anniversary date of passing Level 1). Those whose anniversary date triggered a Level progression between 1 July 2020 and the date of ratification will receive arrears backdated to their anniversary date.

Pay Scale 7 KiwiRail Terminal Operations

Employees in KiwiRail Terminal Operations other than those paid under Pay Scale 1 are paid:

Designation	Pay Code	Hourly Rate
Team Leader Level 2	48150	34.61
Team Leader Level 1	48140	32.81
Remote Control Operator Grade 3	48120	30.34
Remote Control Operator Grade 2	48115	28.66
Remote Control Operator Grade 1	48110	27.64
Rail Operator Grade 3	48091	26.11
Rail Operator Grade 2	48089	25.50
Rail Operator Grade 1	48088	25.09
Trainee Rail Operator	48087	22.54

The progression criteria are:

Role	Skills/Competencies/Qualifications/ Requirements	Timeframe
Team Leader Level 2	Meet the full requirements of the Team Leader position description	N/A
Team Leader Level 1	Remote Control Operator#	On appointment
Remote Control Operator Grade 3	Rail Operator Grade 3 criteria plus:* • Remote Control Locomotive certification and • Operate remote outside of station limits	Meet mastery/ certification requirements
Remote Control Operator Grade 2	Rail Operator Grade 3 criteria plus:* • Remote Control Locomotive certification and • Operate remote within station limits	Meet mastery/ certification requirements
Remote Control Operator Grade 1	Rail Operator Grade 3 criteria plus:* • Remote Control Locomotive certification and • Operate remote within terminal	Meet mastery/ certification requirements
Rail Operator Grade 3	Rail Operator Grade 1 criteria plus one of the following certifications: • 2nd person Mainline (licence category AC), or • Container Terminal Operator,	Meet mastery/ certification requirements

	or • Mafi Driver, or • Locomotive Servicing (licence category AD) – if hold Train Examination and Shunting Licences (Categories E and F)	
Rail Operator Grade 2	Time based only	24 months after certification as a Rail Operator Grade 1
Rail Operator Grade 1	Train Examination (licence category E) and Shunting (licence category F), or Locomotive Servicing (licence category AD), AC Awareness (licence category K) – if applicable	Meet mastery/ certification requirements (3 to 4 months after commencing as a Trainee Rail Operator)
Trainee Rail Operator	Meet the new employee selection criteria	Entry – day 1

If Remote Control Operator is not available at a particular location, then Rail Operator will be used for eligibility for Team Leader roles.

* If Rail Operator Grade 3 is not available at a particular location, then Rail Operator Grade 2 will be used for eligibility for Remote Control Operator roles.

Pay Scale 8 KiwiRail Container Terminal

Employees in KiwiRail Container Terminal operations other than those paid under Pay Scale 1 are paid:

Designation	Pay Code	Hourly Rate
Terminal Team Leader	47180	32.00
Processing Officer (Southdown only)	47190	28.90
Container Terminal Trainer	47170	28.05
Terminal Operator 4 (TO4)	47150	28.90
Terminal Operator 3 (TO3)	47140	27.00
Terminal Operator 2 (TO2)	47111	25.00
Terminal Operator 1 (TO1)	47110	23.55
Gate Officer 2 (GO2)	47130	25.80
Gate Officer 1 (GO1)	47120	24.29
Container Terminal Operator 2 (CT02)	47130	25.80
Container Terminal Operator 1 (CTO1)	47120	24.29
Trainee	47100	22.10

NB: These rates are effective from the date of ratification of this MECA.

Pay Scale 9 Interislander

Employees in the Interislander operations other than those paid under Pay Scale 1 are paid:

Designation	Pay Code	Hourly Rate
Load Marshall	41141	27.00
Ferry Terminal Operator (Grade 1)	41140	25.50
Ferry Terminal Operator (Grade 2)	41110	24.00
Ferry Terminal Operator (Grade 3)	41091	22.50

Pay Scale 10 KiwiRail Passenger Long Distance

Employees in KiwiRail Passenger Long Distance operations other than those paid under Pay Scale 1 are paid:

Designation	Pay Code	Hourly Rate
Onboard Service Manager	41094	31.65
Train Manager Capital Connection only	41116	27.68
Train Manager	66405	26.79
Train Manager Long Distance Passenger Trains – Level 1 (Ordinary)	66400	26.44
Train Attendant – Long Distance Passenger Trains	41093	22.10*
Station Attendant	41093	22.10*
Passenger Operator	41090	22.10*

*Effective 1/9/20

Trade Certification

This schedule covers Pay Scales 2 & 5:

Trade Certificates	Code	Hourly Rate
Registration as a Registered Electrical Technician under the Electricity Act 1992	49003	1.00
NZCE/NZDE Intermediate	49004	1.04
One Advanced Trade Certificate	49005	1.58
NZCE/NZDE Final	49006	4.14
Two Advanced Trade Certificates	49007	2.35

KIWIRAIL FREIGHT SCHEDULE

1. Superannuation

1.1 Clause 27.3.2 does not apply to members of The New Zealand Locomotive Engineers Sickness, Accident and Death Benefit Fund. The following applies instead: If your employment is terminated for incapacity you will be entitled to retiring leave in accordance with the scale set out in the Retirement Leave Schedule to this agreement, with a minimum of 65 days. Remaining sick leave entitlement will be added to that leave. If the amount payable under this clause (after tax) plus the amount payable by the Fund is less than the amount payable under Clause 27.3.2 (after tax) then the payments will be supplemented to the equivalent of Clause 27.3.2 (after tax).

1.2 Those employees who are currently employed by KiwiRail Freight/Mechanical (ex UGL employees) are entitled to participate in the KRMS Superannuation Plan in accordance with the terms and conditions on the Trust Deed.

2. Training Allowance

2.1 When KiwiRail Freight arranges training block courses at various locations throughout the country (excluding Auckland), a weekly (based on a minimum of 4 nights and a maximum of 5 nights, not including Friday or Saturday night) meals and incidentals allowance of $438.90 per week effective 1/7/20 shall be paid.

3. Other Matters

3.1 KiwiRail's letter of 6 July 1995 about point to point running, split shifts and the Midland Line concept with respect to KiwiRail's Locomotive Engineers is renewed until 30 June 2021. This is on the basis that any such proposal is considered on its merits and any opposition advanced is reasoned and logical.

3.2 KiwiRail confirms there are no proposals to change the current redundancy selection criteria for locomotive running employees. In the event of such a proposal the RMTU will be consulted before a decision is made.

3.3 The employer undertakes to not trial or implement single person remote control shunting at any location without the agreement of the union. The employer and the union are forming a joint working party and will engage in a process to complete risk assessments and associated trials on single person remote control shunting. The parties have committed to act reasonably and in good faith in an effort to reach agreement on implementation of single person remote control in accordance with the terms of reference. This undertaking will cease on 30 June 2021.

3.4 If an employee was previously paid under the KiwiRail or KiwiRail Passenger Locomotive Running pay scale during their current continuous employment and that employee resumes locomotive running employment, the employee will be paid under the relevant locomotive running pay scale; all current continuous service during which a locomotive engineer's operating certificate was maintained will count as service for pay under the scale.

KiwiRail and the RMTU agree that the arrangements agreed to and outlined in the Terms of Settlement between KiwiRail and the RMTU dated 17 July 2018 for part of this employment agreement will continue for the term of this agreement.

4. These allowances are paid to KiwiRail Terminal operations employees only.

4.1 Due to the work and environmental conditions encountered in loading and unloading of coal, an allowance of $8.98 per work period effective 1/7/20 will be paid to rail operators while undertaking this activity (code GTNK).

4.2 Due to the work and environmental conditions encountered in unloading milk at Whareroa, an allowance of $8.98 per work period effective 1/7/20 will be paid to rail operators while undertaking this activity (code GTNK).

5. Locomotive Engineer Team Leaders – Beginning to End Minders (BEM) Allowance

5.1 As outlined in the Variation dated 17 July 2013, it has been agreed that in order to improve on the job training capability KiwiRail will:

- Add specific responsibilities for on the job training, compliance and certification of locomotive engineer trainees to the role of LE Team Leader;
- Pay an allowance of $2.30/hr effective 1/7/20 to LE Team Leaders that supervise BEMs. This allowance would be permanently paid to Team Leaders in the terminals where BEMs are deployed (Westfield, Te Rapa, Palmerston North and Christchurch) and claimed as an allowance in 'outer' terminals if and when the LE Team Leader in those terminals is required to supervise the LE Trainees on the job training;
- In the terminals that do not have BEMs but do have trainees, then the Team Leader(s) in these terminals would claim the allowance for the period they supervise the Trainees (i.e. From the day the Trainee commences their appointment through to the day they are certified);
- Improve the selection and training of BEMs.

KiwiRail Freight – Mechanical Division

1. Tea and Coffee

Where the employer does not provide tea, coffee etc for meal and rest breaks, a payment of $5.73 per week effective 1/7/20 is paid to full time employees. This allowance is also paid on a pro rata basis to part time employees who work three or more continuous hours a day.

KIWIRAIL INFRASTRUCTURE AND ASSET MANAGEMENT SCHEDULE

1. KiwiRail Infrastructure and Asset Management

1.1 Grandparented Staff Receiving Trade Certificate Payments

Existing employees who have received the previous Trade Certificate (now deleted paycode 1340) will be grandparented $0.78 effective 1/7/20). Those employees being:

Gary	Hegan	Structures Inspector	Greymouth
Steve	Hodson	Structures Inspector	Taranaki
Alan	Brown	Traction Electricians/General Electricians Group	Christchurch
Matthew	Hullett	Plant Fitter/Fitter Operator	Palmerston North
George	Hatzis	Structures Inspector	Dunedin
Mark	Goodman	Structures Group	Napier
Paul	Nielsen	Structures Group	Hamilton South
Joe	Gibson	Structures Group	Napier
Ray	Jackson	Structures Group	Auckland

2. Joint Commitment to Training

2.1 It is agreed between the RMTU and KiwiRail Infrastructure and Asset Management that all employees should be encouraged to participate in, and accept training opportunities, i.e. NZQA, in house and OJT to the fullest extent possible.

2.2 The parties agree that NZQA qualifications enhance the skills of the employees and the productivity of the company, and the parties record their belief that a highly skilled and trained workforce is in the best interests of all.

2.3 It is recognised that some employees may choose not to participate in the skill based pay system. These employees will retain their current rates of pay and conditions.

2.4 Until there are revised advancement criteria for rail maintainers, appointments to rail maintainer positions above the base for the grade will be at the higher rate.

3. Leave Entitlements – (Pay Scale 2)

KiwiRail Infrastructure and Asset Management (Infrastructure) employees spending substantial time away from home will be granted an additional one week's annual leave, prorated if they are away for less than a year.

4. At Work on Public Holidays – (Pay Scale 3)

KiwiRail Infrastructure and Asset Management (CORE) operates a year round business and that means Train Controllers, Signal Box Controllers and Traction Control Operators will be needed on public holidays. However, KiwiRail Infrastructure and Asset Management understands that employees will want to enjoy public holidays and so will invite employees to volunteer to work on these days. However, in the event that there are no, or insufficient, volunteers,

employees whose shifts would otherwise have fallen on the day, will need to fill their shifts. If you work on a public holiday and that day would otherwise be a working day;

i) You will receive double the hourly rate for each hour worked (except for train controllers and casual employees who will be paid time and a half of their relevant daily pay for the hours worked on the public holiday) and

ii) You will be granted another day off on pay calculated at your relevant daily pay (including overtime, and allowances that you would have received on the alternative day) at a time agreed with KiwiRail Infrastructure and Asset Management, or if agreement cannot be reached, at a time within 12 months determined by you after taking KiwiRail's view into account on when it is convenient to take the alternative holiday. This sub clause will not apply in the case of a shift employee where you have received a full shift off duty on pay in respect to the public holiday, notwithstanding that some hours of work may have been performed on the public holiday either completing a shift prior to the holiday or commencing a shift on the holiday.

5. Pay and Progression Framework – (Pay Scale 2)

5.1 As from 1 July 2011 KiwiRail Infrastructure and Asset Management (formerly ONTRACK Infrastructure Ltd) will introduce a pay and career progression framework with the purpose of:

- developing a higher skilled workforce able to use new and changing technologies and having alternative career paths and access to higher gains in terms of earning opportunities
- paying market rates of pay to better compete for and retain skilled employees and
- applying higher skills and widening the employee skill base to increase their productivity

Career Progression

5.2 Standard skills-based progression structures and career progression plans have been developed for KRN Infrastructure's job families.

5.3 The chart below demonstrates a standard pay and progression structure:

Progression Principles	Requirements
Trainee (Entry – Industry induction)	Demonstrated achievement of standards
Trainee/Worker	Demonstrated achievement of standards
Worker	Demonstrated achievement of standards
Fully Competent	Demonstrated achievement of standards

5.4 Leading Hands, Gangers, Team Leaders, Supervisors and Technical Inspector roles are outside of the progression structure and gaining access to these positions is by appointment only.

Productivity Improvements

5.5 KiwiRail and the RMTU are agreed that improving productivity is vital to ensuring rail is able to compete successfully in the NZ transport network and together will commit to initiatives to improve productivity.

6. Night Work – (Pay Scale 2)

6.1 Night work may be worked by the agreement of the parties. Rosters, hours of work, breaks, the duration of the proposed night work systems and any other night work provisions will be consulted over under the Consultation Clause of this agreement, prior to any such agreement being reached.

6.2 Due consideration will be given to the family responsibilities of the employee/s concerned.

6.3 Any agreement will be recorded in writing. This agreement will include the hours of work, duration of the agreement, maximum work periods, breaks and number of consecutive days that can be worked and any other provisions the parties feel appropriate.

6.4 Breaks – a meal break will be taken at or about the mid-point of each work period. This meal break will be for at least 30 minutes and not more than 60 minutes. Rest periods of 10 minutes will be taken at or about the quarter and three quarter points of the work period. Where meal breaks are at fixed times they will be unpaid.

6.5 In recognition of the fact that infrastructure work is ideally a day time occupation and KiwiRail is requiring you to work outside for long periods at night in less than ideal circumstances, you will receive a daily allowance for night shifts worked of:

- 5 x 8 hours - $16.03 effective 1/7/20 (Code NT08)
- 4 x 9 hours - $17.82 effective 1/7/20 (Code NT09)
- 4 x 10 hours - $20.05 effective 1/7/20 (Code NT10)

6.6 Night Work Hours: Any shift which falls wholly or partly inside the hours of 2000 hours to 0600 hours.

6.7 Employees working night shift shall be entitled to additional leave on the following basis:

Weeks Worked	Days Leave per Year
8 weeks plus	2.5 days
16 weeks plus	5.0 days

6.8 In recognition of the reduced opportunity for staff on night work to work overtime on Sundays, all hours of work commencing on a Sunday will be paid at double time.

6.9 The allocation of overtime or penalty rate work among employee/s covered by this agreement shall be fair and equitable. The manager shall have no regard to overtime or penal rate application applicable to individuals.

7. Loading Welded Rail at Hutt Workshops

Due to the unusual nature of the work involved in loading and/or unloading rail at the Woburn Rail Weld Facility, employees operating the overhead cranes at this worksite will be paid an allowance of $2.50 per hour while undertaking this activity, effective from date of ratification".

Any such work carried out between 1 July 2020 and the date of ratification will be compensated by a lump sum on production of such shifts worked.

KIWIRAIL PASSENGER SCHEDULE

1. Meal Reimbursing Allowance

1.1 Scenic Journeys On-Board Train Staff qualify for a reimbursing meal allowance when required to work as part of the train crew on a long distance passenger train, and:

i) Payment will be on a single per worked shift;
ii) Only apply to on-duty employees performing train crew duties aboard a long distance passenger train service;
iii) Excludes Locomotive Engineers or the Capital Connection Train employees.

1.2 The reimbursing allowance will be $15.12 per shift effective 1/7/20 (code GMEL).

2. Other Matters

2.1 KiwiRail confirms there are no proposals to change the current redundancy selection criteria for locomotive running employees. In the event of such a proposal the RMTU will be consulted before a decision is made.

2.2 The existing undertaking not to introduce any further split shifting for full time employees in KiwiRail Passenger unless otherwise agreed by the parties is extended until 30 June 2021.

2.3 The employer undertakes to not trial or implement single person remote control shunting at any location without the agreement of the union. The employer and the union are forming a joint working party and will engage in a process to complete risk assessments and associated trials on single person remote control shunting. The parties have committed to act reasonably and in good faith in an effort to reach agreement on implementation of single person remote control in accordance with the terms of reference. This undertaking will cease on 30 June 2021.

SCHEDULE OF FLEXIWORKERS AS AT 12 APRIL 2021

RMTU Flexi Workers 605

Emp code	Preferred given name	Surname	Start Date	Latest award code
639	Jerry	Hohepa	1/02/1983	605
679	Kiwi	Patrick	5/03/2001	605
747	George	Setefano	13/09/1984	605
817	Phillip	Mana	12/08/1977	605
822	Roy	Welsford	19/05/1997	605
905	Kevin	Rolls	3/05/1976	605
911	Robin	Walker	5/06/2001	605
984	Michael	Hunapo	13/02/1979	605
989	Rangi	Baker	8/05/1979	605
1050	William	Laison	1/07/2002	605
1251	Inoke	Kalauta	3/05/2004	605
1266	Mel	Hunia	3/05/2004	605
1425	Trevor	Snowden	15/03/2005	605
1516	Mutu	Dwyer	1/06/2005	605
1564	George	Fry	4/07/2005	605
1816	Daniel	Myers	24/07/2006	605
1840	Frank	Seumanu	19/10/2004	605
1852	Roger	Perry	30/10/2006	605
1864	Paddy	Lindsay	11/01/2007	605
1883	John	West	12/03/2007	605
1884	George	Thomas	13/03/2007	605
1885	David	Shaw	19/03/2007	605
1895	Lawson	Rangitawa-Candy	23/04/2007	605
1899	Sefo	Solomona	21/05/2007	605
1931	Jesse	Hughes	13/08/2007	605
1935	Peter	Gorrie	20/08/2007	605
1957	Chris	McMillan	19/11/2007	605
1959	Inoke	Tuibua	12/11/2007	605
2000	Mat	Brooking	17/03/2008	605
2025	Paul	Van Lent	19/05/2008	605
2058	Daniel	Matthews	22/09/2008	605
2086	Dean	Shields	24/11/2008	605
2117	Whitu	Kelleher	2/02/2009	605
2136	Paul	Marsters	2/03/2009	605
2144	Andrew	Laing	9/03/2009	605
2145	Patrick	Woolley	16/03/2009	605
2166	Eric	Hayward	14/04/2009	605
2197	D	Heu	2/06/2009	605
2198	Daniel	Hesketh	2/06/2009	605
2247	Ben	Toa	9/11/2009	605
2254	Ashil	Krishna	11/01/2010	605
2270	Joe	Carpenter	26/04/2010	605

2273	Daniel	Bettridge	3/05/2010	605
2283	Carl	Downes	24/05/2010	605
2291	Blair	Rarere	21/06/2010	605
2299	Cody	Davis	21/06/2010	605
2314	Hayden	Adams	30/08/2010	605
2341	Dylan	Wickenden	6/12/2010	605
2417	Semi	Vuatalevu	4/04/2011	605
2418	Sean	McNally	26/04/2011	605
2419	Mark	Rutherford	11/04/2011	605
2425	Caleb	Scott	2/05/2011	605
2439	Mitch	King	27/06/2011	605
2444	Chris	Johnson	2/10/2011	605
2486	Iain	Colliss	11/12/2012	605
16052	Jakob	Lloyd	13/04/2015	605
16091	Nathan	Temara	28/04/2015	605
16109	Jordan	Haami	11/05/2015	605
16127	John	Puhotau	15/06/2015	605
16314	Jasmeet	Singh	7/03/2016	605
21655	Louis	Matautia	1/05/2013	605
21811	Johnathan	Hawkins	13/01/2020	605
21878	Thomas	Tauvae	17/03/2020	605
23153	Ron	Matapula	7/09/2020	605
23276	Chris	Apisala	20/10/2020	605
30197	Blair	Sinclair	30/09/2019	605
30207	Oliver	Hill	22/10/2019	605
30238	Daniel	Owens	14/10/2019	605
30333	Sam	Tangaroa	4/11/2019	605
30399	Jade	Wawatai	15/12/2019	605
31764	Matthew	Wright	27/07/2009	605
31812	Rowan	Hodgson	20/06/2016	605
31825	Cody	Cooper	18/07/2016	605
31877	Daniel	Wharekura	28/08/2016	605
31908	Sean	Flynn-Woodham	10/10/2016	605
31918	Ratana	Waihi-Davis	3/10/2016	605
31927	Chris	Tupene	10/10/2016	605
31930	Adriaan	Muller	17/10/2016	605
31950	Martin	Atkinson	25/10/2016	605
32001	Ray	Kawau	5/12/2016	605
32054	Mike	Keeley	20/02/2017	605
32055	Hamish	Rodgers	20/02/2017	605
32059	Sonny Jnr	Hepi	20/02/2017	605
42043	Joe	Matangi	15/05/2017	605
42061	Will	Sorensen	12/06/2017	605
42062	Will	Thomas	22/05/2017	605
42094	Adam	Roberts	21/06/2017	605
42109	Julia	Whatford	4/07/2017	605
42117	Michael	Williams	31/07/2017	605
42128	Adam	Orpin	7/08/2017	605
42130	Chris	Gold	21/08/2017	605

42148	Dominic	Ward	21/08/2017	605
42153	Josh	Graham	18/09/2017	605
42163	Shazza	Jefferis	4/09/2017	605
42164	Rihari	Masters	4/09/2017	605
42167	Jacob	Kotze	18/09/2017	605
42174	Jordan	Tutton	11/09/2017	605
42179	David	Patua	25/09/2017	605
42240	Tama	Mascelle	6/11/2017	605
42264	Phil	Carpenter	20/11/2017	605
58301	Kahl	Elers-Green	19/11/2018	605
58324	Kane	Gray	19/11/2018	605
58327	Abdul	Sahim	7/01/2019	605
58338	Zeasarre	Kauvai	26/11/2018	605
58342	Ronnie	Hall	26/11/2018	605
58371	Kaleb	Sinclair	17/12/2018	605
58479	Tua	Faasootauloa	11/03/2019	605
58488	Ben	Summers	18/03/2019	605
58495	Donovan	Martin	18/03/2019	605
58497	Kyle	Meyer	6/03/2019	605
58499	Jason	Schirnack	1/04/2019	605
58531	Carl	Goodwin	26/03/2019	605
58636	Chance	Thompson	8/07/2019	605
58712	Didar	Singh	18/09/2019	605
61903	Brian	Landon-Lane	15/01/2018	605
61907	Trae	Hamon	15/01/2018	605
61962	Josh	Collins	3/04/2018	605
62005	Vicky	Peters	7/05/2018	605
62028	Sam	King	10/05/2018	605
62052	Mason	Nation	11/06/2018	605
62062	Dave	September	25/06/2018	605
62074	Simon	Fenwick	6/08/2018	605
62076	Simon	Pett	19/07/2018	605
62090	Tamara	Boucher	24/07/2018	605
62091	Shawn	Stickling	23/07/2018	605
62094	Gurpreet	Sandhu	23/07/2018	605
62097	Juan	Roets	23/07/2018	605
62125	Jonti	White	6/08/2018	605
62130	Michael	Langford	13/08/2018	605
62184	Eri	Aji	12/09/2018	605
62187	Daryl	Smith	31/08/2018	605
62225	Connor	Bishop	8/10/2018	605
62233	Koha	Hawke	4/10/2018	605
62286	Jack	Wilson	6/11/2018	605
62296	Eilam	Jonas	10/12/2018	605
70465	Tori	Davis	16/09/2013	605
70780	Taki	Flavell	30/06/2014	605
70850	Lee	Heremaia	15/09/2014	605
70898	Trevor	Nootai	20/10/2014	605

TERMS OF SETTLEMENT FOR THE KIWIRAIL AND RMTU MULTI EMPLOYER COLLECTIVE AGREEMENT 2020-2021

DATE: 3 February 2021

The terms set out below are considered a complete settlement of all claims raised by the parties in the process of bargaining and these terms are offered as a package settlement in its entirety.

There are to be no changes, other than set out in this document, to the existing KiwiRail Holdings Limited and KiwiRail Limited and Rail & Maritime Transport Union Multi Employer Collective Agreement 1 July 2018 – 30 June 2020 (MECA).

Term

The term of the new MECA has been agreed for one year from 1 July 2020 to 30 June 2021.

Wage Increase

No general increase to wages and allowances.

KiwiSaver – Employer Contribution

The employer contribution to KiwiSaver shall increase by 1%, from 3% to 4% and, where it applies to other superannuation schemes supported by the employer, from 4% to 5%. This does not apply to the remaining members of the Government Superannuation Fund (GSF).

Pass on (consistent with past practice)

KiwiRail accepts that there shall be no pass on of any financial gain on which agreement was settled, or any gain contained in this settlement or collective agreement, to any employee who is not a member of the Union and falls within the coverage clause of the collective agreement.

Retirement Clause 26.21 (new Clause 26.23)

The clause to read as follows *"Employees who retire at the age of eligibility for the guaranteed retirement income (GRI) or who retire earlier than the GRI eligibility age with the consent of the employer shall be entitled to paid retiring leave on the following scale:"*

Living Wage

All rates in the MECA which currently fall below the Living Wage ($22.10 per hour) will be raised to that level, effective from 1/9/2020. KiwiRail commits to continuing to make progress towards becoming a Living Wage accredited employer by extending the Living Wage principle to its contractors as soon as it is able.

Loading Welded Rail at Hutt

A new allowance will be paid for loading welded rail at Hutt Workshops. Allowance shall be $2.50 per hour. Insert into the Infrastructure Schedule of the MECA – page 56: *"Due to the unusual nature of the work involved in loading and/or unloading rail at the Woburn Rail Weld Facility, employees operating the overhead cranes at this*

worksite will be paid an allowance of $2.50 per hour while undertaking this activity, effective from date of ratification".

Any such work carried out between 1 July 2020 and the date of ratification will be compensated by a lump sum on production of such shifts worked.

Flexiworker Allowance

Delete Clause 8 of the I&A Schedule of the MECA. The current Flexible Workers (as at the date of these Terms of Settlement) to be grandparented their existing conditions in Payroll on existing allowance. The names of the individual employees will be listed in the new MECA in a schedule.

All other Infrastructure employees will attract the Night Work Allowance as outlined in Clause 6 of the I&AM Schedule of the MECA, as per current practice, when they work night shifts.

Notes: There will be no additional appointments to Flexible Worker positions.

- Payment for Night Work is the same as applied under the Flexible Work conditions, so remuneration and leave entitlements remain the same.
- For clarity, every reference in the I&AM Schedule Former ONTRACK will be renamed Pay Scale 3 and every reference to Former OIL will be renamed Pay Scale 2. "Former Mechanical Service" in Clause 1 will be deleted.

OJT Allowance

Delete Clause 6 from the I&AM Schedule and incorporate it into Clause 33.10.

Leave Provisions

Sick Leave

Clause 26.12 to be amended to provide for employee entitlement to increase to 10 days' Sick Leave per annum effective from the employee's first anniversary date after 30/6/20 (expiry of previous MECA).

Bereavement Leave

Clause 26.20.2 to be amended to delete 3 days and replace with 5 days for all bereavements from date of ratification.

Stress Leave - New Clause 26.13.4 - Application of Stress Leave

a) Employees who require time off work because of stress, whether work-related or through personal circumstances, will have an entitlement of up to 5 days' leave, debited against their Sick Leave entitlements.

b) The period of Stress Leave taken shall be paid at Relevant Daily Pay.

c) After that period, the provisions of Clause 26.17 (Health Assessment) shall apply, with possible Return to Work plans.

d) Any additional leave required shall be covered by existing or remaining Sick Leave provision entitlements.

Domestic Violence Leave – New Clause 26.21

Domestic Violence Leave shall be provided in accordance with the Holidays Act 2003 (currently S.72A-72J). This provides for up to 10 days within a 12 month period. Existing anniversary dates in Payroll will be used as the starting point for a 12 month period.

Leave taken under this clause shall be paid at Relevant Daily Pay or otherwise in accordance with the Holidays Act 2003.

Fatigue Leave - New Clause 26.22

a) It is recognised that fatigue is an important health and safety issue for KiwiRail and the RMTU.

b) Any employee unable to work due to fatigue shall access the requirements and entitlements of the agreed Fatigue Management Enterprise-wide SHE Standard.

c) Remuneration shall be at Relevant Daily Pay

Pay Scale 6 – Locomotive Running

Add new scale as follows in addition to old scale during transition:

New LE Scale 6 Review		
Pay Code	**Step**	**New Hourly Rate**
48545	Team Leader LE	50.31
48565	LE - Level 6 - at the beginning of the 16th year since achieving LE qualification	46.24
48525	LE - Level 5 - at the beginning of the 13th year since achieving LE qualification	44.61
48515	LE - Level 4 - at the beginning of the 10th year since achieving LE qualification	44.08
48505	LE - Level 3 - at the beginning of the 7th year since achieving LE qualification	43.58
48495	LE - Level 2 - at the beginning of the 4th year since achieving LE qualification	43.01
48475	LE - Level 1 (Years 1 -3) on achieving LE qualification	41.07
48443	Trainee LE	37.52
48441	Classroom Trainee LE	23.84

Note: New rates apply from date of ratification. Progression through the scale applies from the usual step transition (anniversary date of passing Level 1). Those whose anniversary date triggered a Level progression between 1 July 2020 and the date of ratification will receive arrears backdated to their anniversary date.

Pay Scale 8 - KiwiRail Container Terminal

Employees in KiwiRail Container Terminal operations other than those paid under Pay Scale 1 are paid:

Designation	**Pay Code**	**New Hourly Rate**
Terminal Team Leader	47180	32.00
Processing Officer (Southdown only)		28.90
Container Terminal Trainer		28.05
Terminal Operator 4 (TO4)		28.90
Terminal Operator 3 (TO3)		27.00
Terminal Operator 2 (TO2)		25.00
Terminal Operator 1 (TO1)		23.55
Gate Officer 2 (GO2)		25.80
Gate Officer 1 (GO1)		24.29
Container Terminal Operator 2 (CT02)		25.80
Container Terminal Operator 1 (CTO1)		24.29

Trainee		22.10

NB: These rates are effective from the date of ratification of this MECA.

Pay Scale 9 - Ferry Terminal Operators

Replace current scale with the following:

Ferry Terminal Operators - Pay Scale 9 Review			
Pay Codes	**Current occupation position description**	**Roles**	**New Hourly Rate**
41141	Load Marshall	LM	27.00
41140	Ferry Terminal Operator	FTO1	25.50
41110	Ferry Terminal Operator	FTO2	24.00
41091	Ferry Terminal Operator	FTO3	22.50

Note: New scale and rate will be backdated to 1 July 2020.

Undertakings of the parties:

a. That previously agreed variations to the MECA be incorporated into the new MECA. These include:

   i) Rostered Day Off definition as agreed by the Administration Council;

   ii) OJT Allowance amendments as referred to above, including reference to inclusion of National Train Control Centre.

b. That the KiwiRail Discount Scheme be reinvigorated and advertised to all employees as a matter of priority during the term of the MECA.

c. That the Coverage Clause (7) of the MECA be referred to the joint RMTU - KiwiRail Administration Council for review and possible rewrite using HPHE principles.

d. That the joint RMTU - KiwiRail Administration Council agree a definition for "Safety Critical" occupations/roles within KiwiRail using HPHE principles.

e. That the ROM S3 and S9 reviews be completed during the currency of this MECA.

f. The Interislander Council will review the job description and specification for Load Marshalls during the currency of the MECA.

g. The KNIC will reactivate the Workforce Planning initiative that was developed two years ago.

h. KiwiRail commits to ensure that all new and current managers within the company will complete the agreed Clause 29 e-learning module and report regularly to the RMTU on completion stats.

i. KiwiRail confirms that the current travel privilege benefits include access to the premium classes on Scenic Journey services at privilege rates, with the exception of the cost of alcohol consumed.

j. KiwiRail commits that it shall undertake, in partnership with the RMTU, a review of all existing infrastructure gang sizes, coverage and skills to ensure that they are correctly resourced.

k. That the following reviews be referred to the relevant Industrial Council and if necessary HPHE working groups as agreed for resolution within the term of the new MECA:

   Pay Scales 1, 2, 4, and 7 to have market study reviews undertaken to ensure KiwiRail is a market median employer (Plant Fitters at Palmerston North – designation as Plant Inspectors to be addressed in the Pay Scale 2 review). Pay Scale 4 review shall also consider relativities with like designations in Pay Scale 2.

l. That the Administration Council be retained for the consideration of all future administrative issues which span the whole of KiwiRail.

Formerly agreed undertakings to be continued as part of this MECA:

a. **Relationship Charter (August 2014)**

   KiwiRail and the RMTU agree to actively use the Relationship Charter as its guiding principles to meet not only its Good Faith requirements but for any initiatives nominated by either KiwiRail or the RMTU.

b. **Terms of Reference for Industrial Councils**

   KiwiRail have developed a terms of reference template which can by agreement by both parties be altered for each Industrial Council or can include RMTU delegates from other Industrial Councils.

c. **High Performance High Engagement (HPHE Charter 27 September 2016)**

   KiwiRail and the RMTU agree to continue developing High Performance High Engagement and working collaboratively to achieve mutually beneficial outcomes such as operational business improvements.

d. **Drug and Alcohol Policy and Procedures**
   KiwiRail and the RMTU agree to the continuation of the Drug and Alcohol and Procedures review that followed the settlement of the 2014 Collective Agreement.

e. **Book-On and Book-Off Arrangements**

   KiwiRail Freight have advised that they are considering the introduction of new rostering technology that may include electronic book-on and book-off arrangements.
   The parties agree to work together, through the KIC to ensure a successful transition as the technology evolves.

f. **Company Required Medical Examinations**

   KiwiRail agrees that if an employee is booked on a company required medical examination on a day of work, they will be paid relevant daily pay for their rostered hours. KiwiRail medical examinations on an employee's rostered day off are voluntary. If the employee attends a medical on their rostered day off, they will be paid 4 hours' relevant daily pay.

g. **Special Paid Union Leave**

   The existing arrangements in respect of paid leave of employees for union purposes are renewed in these Terms of Settlement. As for previous years, the provision of special leave on pay for union officers will be on the basis of one day per 25 members.

   As at 23 December 2020, KiwiRail employs 2443 members of the RMTU who are party to the Collective Agreement. This equates to 98 days (2443/25 = 98) union leave days for the year 1 July 2020 to 30 June 2021.

The Employee Relations Manager should receive applications preferably 21 days prior to the date of the commencement of the intended leave.

h. **Trade Certification Pay Scales 2 & 5**

The Parties agree to continue the grandparenting of the Trade Certificate Payments for the 9 or otherwise remaining staff named in the KiwiRail Infrastructure and Asset Management Schedule.

i. **Prescription Safety Glasses (as agreed by the parties 27 May 2016)**

Ratification processes and Signing these Terms of Settlement

KiwiRail's CE will ratify the Terms of Settlement for KiwiRail by signing this Terms of Settlement agreement prior to ratification by the RMTU.

RMTU General Secretary will sign this Terms of Settlement agreement which is then subject to ratification by union membership.

Upon signing this agreement both KiwiRail and RMTU officials agree to recommend this settlement.

Meeting arrangements

The RMTU will proceed through its agreed balloting process (as stated within the signed Bargaining Process agreement) and a series of report back meetings to members at various locations and called for that purpose. The meetings may be joint meetings with nominated RMTU official(s) and Employer official(s) with agreed scheduling. All actual and reasonable travel, accommodation and meal expenses associated with the report back and ratification meetings for agreed RMTU employee delegates and officials will be met by KiwiRail. In addition KiwiRail will pay the wages of agreed RMTU employee delegates who may be required to attend negotiations on a rostered day off.

It is agreed that KiwiRail and RMTU will work to encourage and facilitate maximisation of membership attendance at regional report back and ratification meetings. The meetings will be full stopwork meetings with no trains departing the meeting location during the time of the meeting. All terminal operations shall halt during the hours of the report back meetings at terminals.

The RMTU confirms that its ratification procedure is:

The RMTU confirms that the ratification process is the normal postal ballot and that unless 33% or more of members vote to reject the settlement that it will be deemed to have been ratified by the members.

This settlement is only subject to ratification by union membership.

SIGNED

GREG MILLER
Chief Executive
KiwiRail

SIGNED

WAYNE BUTSON
General Secretary
Rail & Maritime Transport Union Inc.

AGREED PROCEDURE FOR PROVISION OF PRESCRIPTION SAFETY GLASSES THROUGHOUT KIWIRAIL 27 May 2016
1. KiwiRail SHALL provide prescription safety glasses for employees in safety critical workplaces, for work purposes. These are not safety glasses worn over ordinary prescription glasses. They are safety glasses with prescription lenses.
2. Eye checks shall form part of an employee's periodic medical examination, depending on the medical category applying to them.
3. Where an eye examination (either personally arranged or through KR) determines a change in prescription is required, the prescription shall be forwarded to KiwiRail and an order raised through OPSM or SpecSavers for the changed prescription safety glasses. These shall be a charge to the relevant Business Unit.
4. Employees will be encouraged to have regular eye checks as a matter of health and wellbeing.
5. Changes in prescriptions for ordinary (non-safety) glasses or contact lenses will continue to be eligible for subsidy through the Staff Welfare Trust.
6. Replacement of prescription safety glasses will only occur if the employee has a new prescription from their own or a KR-approved optician or if the glasses are damaged. KiwiRail will not be responsible for replacement if the glasses have not been cared for in a reasonable manner.
AGREED by the RMTU-KR Admin Council at its meeting on 27 May 2016. **Maryan Street** **ER Manager** **Wayne Butson** **RMTU General Secretary**