



Mechanical Consultative Council

Memorandum of Understanding

The parties to this agreement are;


KIWIRAIL MECHANICAL (a division of KiwiRail Limited) and the

RAIL AND MARITIME TRANSPORT UNION (RMTU).

1. The purpose of the Mechanical Consultative Council (MCC) is to promote and facilitate open and transparent discussion of and the development of potential solutions to matters that are of mutual interest/concern and have wide application. These may include (but are not limited to) issues such as: Operational rule changes; Organisational Structure, Introduction of new technologies, equipment and systems; introduction of new policies or significant alteration/amendment to existing policies; updates on major projects; employment related issues; updates on current performance of the business in key reporting areas of operation and division-wide health and safety issues.
2. The MCC will meet at least four (4) times each year, but it may be more regularly in the first 12 months following the signing of this agreement.
3. It will not be a requirement that particular items are submitted to the MCC. Rather, it is intended that the MCC will facilitate full and open communication and understanding of the needs of the RMTU and of KiwiRail Mechanical and to encourage efficient and harmonious operation of the business. The MCC will have no decision making authority, unless decisions on specific MCC related items are agreed between the parties. The MCC will in its normal course make recommendations through its meeting minutes to KiwiRail Management and the RMTU. Adoption of or resulting action on such recommendations will be at the discretion of KiwiRail Management and / or the RMTU respectively. The MCC is intended for the escalation of localised industrial relations issues that have failed to be resolved at that local level and are now adversely affecting the local relationship between the parties, (the problem resolution process must be used for local matters before any escalation occurs).
4. KiwiRail Mechanical will arrange and fund all transport, accommodation and wages of the RMTU employee delegates to the MCC. KiwiRail Mechanical will arrange for the paid release of delegates to attend all scheduled MCC meetings. The parties agree to plan travel in advance as much as possible so that it is cost effective. Delegates will communicate with their line managers regarding meeting related absences.
5. KiwiRail Mechanical will arrange meeting facilities, meals and administrative support for the meetings to include agendas, papers, minute taking at the meetings and distribution of minutes and papers thereafter for confirmation by agreement. Minutes will, after agreement be circulated to Union members throughout the division.
6. Items to be discussed at the MCC should be submitted to the meeting co-coordinator for inclusion on the agenda at least one full business day before the meeting but in exceptional circumstances matters may be raised on the day at the meetings.

7. The MCC will consist of up to 4 members from KiwiRail Mechanical management and up to seven (7) RMTU members from KiwiRail Mechanical employee representatives. It is envisaged that the divisional operating units will generally be represented. The General Secretary from the RMTU and the General Manager from KiwiRail Mechanical may attend in addition to the agreed numbers. The MCC will review membership numbers from time to time and may change the composition of the MCC, by agreement.
8. The parties will actively participate and give life to the MCC by maintaining an open and transparent relationship with full and open communication in accordance with the principles of interest based bargaining previously established by KiwiRail and RMTU in association with the partnership relationship charter.
9. The parties may develop and further refine specific terms of reference for the work of the council by agreement at meetings of the Council.
10. The subject matter of this MOU may be incorporated into the KiwiRail MECA ratification process when the current CEA is next settled.

SIGNED on behalf of the)
RAIL AND MARITIME)
TRANSPORT UNION
Wayne Butson, General Secretary


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..... 22 June 2010

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Date
SIGNED on behalf of)
KIWIRAIL MECHANICAL)
(KIWIRAIL LIMITED)
Lloyd Major, Group General Manager

21-6-2010
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