

Rail & Maritime
Transport Union

POLICY MANUAL 2018



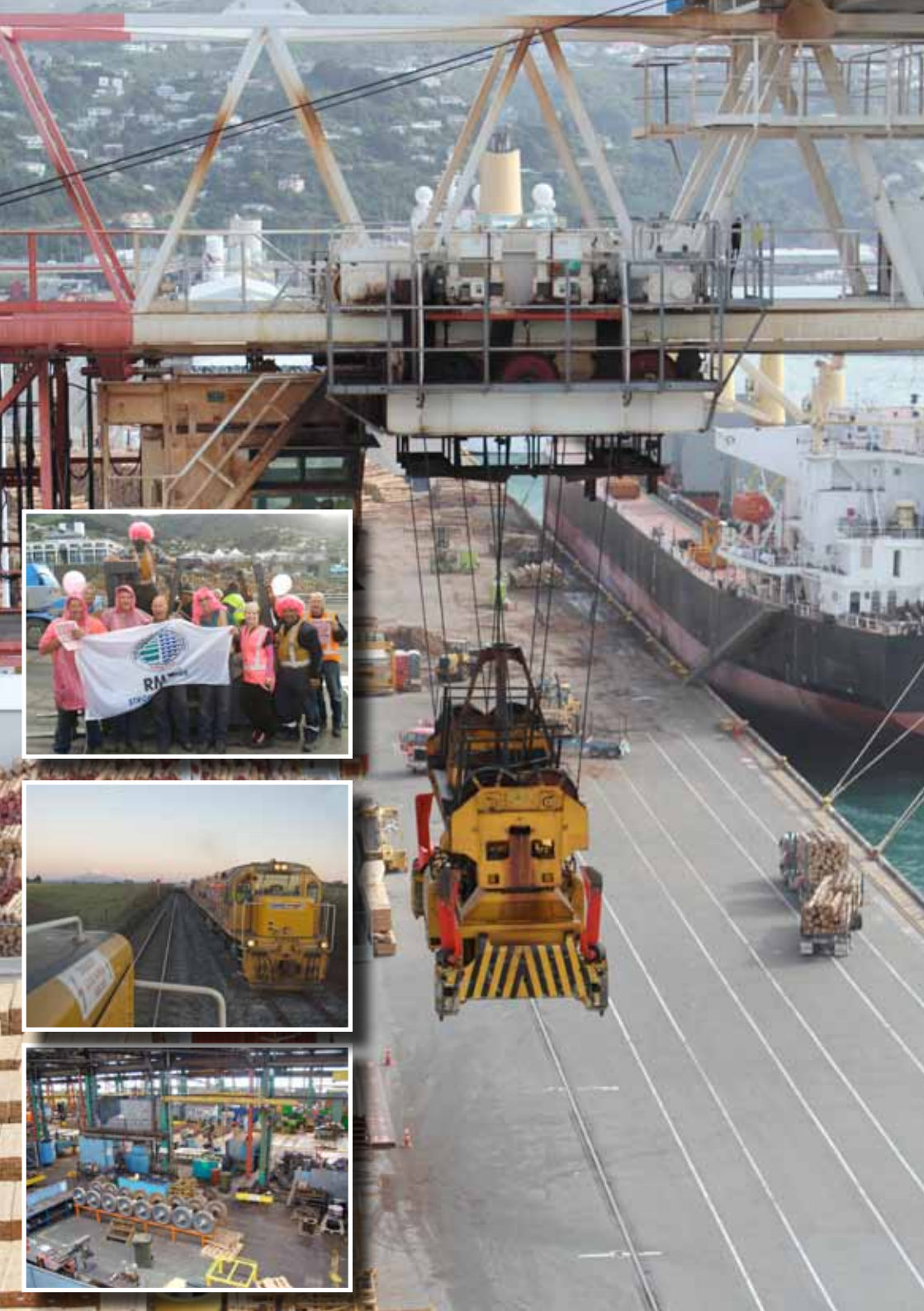


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1. That the Union maintain an ACC advice and support service for injured members.

BARGAINING: RAIL SPECIFIC

ADVANCED CAPACITY, APPRAISAL AND PROMOTION

2. The RMTU rejects the concept of performance appraisal for KiwiRail rolling stock and asset services staff. Members will not participate in any system that brings about competition for wage rates.
3. That Conference endorses the retention of a system of filling vacancies through national advertisement(s).
4. That when a member is appointed to a position involving promotion and is delayed in taking up the appointment through no fault of their own, payment of the rate of wages applicable to the new position be effective from either four weeks after the appointment was made or when the position becomes vacant, whichever is the later.

HOURS OF WORK - ROSTERS

5. That the Union take steps to negotiate definitive rostering safeguards in all collective agreements which cover worker members who are employed on rotating rosters.
6. That the Union's branch officers be responsible for seeking compliance by the employer/employee of any rostering safeguards
7. That the following shall form a basis for these roster negotiations:
 - Periods of duty should not exceed 10 hours per day, 80 hours per fortnight (40 per week) as a general rule for full time workers.
 - Where the periods of duty form a rotating roster then sufficient time should be incorporated to enable a full and thorough hand over to occur.
 - Where rotating shifts are involved then a system of 'forward' rotation should be adopted to ensure safe and user friendly operation of the roster.
 - Acknowledgment should be made of the fact that shifts between 2300 and 0700 are during the 'normal' sleep times and workers suffer the effects of circadian and bio-rhythm syndromes and as a consequence should be shorter in length. Adequate rest should also occur at the end of such shift pattern before a worker commences a further shift work period.
 - That a review provision be incorporated into the roster procedures to ensure full consultation occurs with all workers affected if and when a review is undertaken.
 - That where a rotating roster operates the union seek agreement from the employer for an education programme to advise rostered personnel on basic shift worker awareness.
 - Adequate provision be made within the roster framework to cover sickness, annual leave etc. where this is necessary.
 - That if regular overtime is desired then a system of rostering such overtime is preferable to ensure equal distribution amongst workers.

LOCOMOTIVE RUNNING ROSTERING

8. That each branch selects a roster committee consisting of representatives of each roster.
9. That where special rosters have been drawn up to cover a holiday period the final agreed rosters be posted at least two weeks before the holiday period commences. That members who were due to participate in long weekends off duty during a holiday period still retain the benefit of those weekends and those members who would have been booked off duty on statutory holidays still retain those days when the holiday roster is compiled.
10. That a long weekend be provided on each roster.
11. That when members require alterations to the roster, branches will make representations to management after notices of motion dealing with the subject have been properly discussed by the branch.
12. That crews should not be booked to travel passenger on second locomotives.
 - That crews could travel passenger in rental cars provided that the total shift time does not exceed 11 hours. Where shifts are in excess of 11 hours a driver for the rental car is to be supplied.
 - That crews are prepared to travel passenger on trains with passenger accommodation, taxis, buses or panel vans.
13. That all persons who are liable to be called out or are engaged on duties requiring them to be in attendance outside normal hours of business be issued with suitable identification cards.

OVERTIME AND PENALTY RATES

14. That employees be paid for all time worked.

RAILWAY EQUIPMENT

15. Provision of voice recorders. That the recording be played back only in the presence of the members' service organisation representative.
16. Locomotives with defective event recorders must not operate as the lead locomotive on a train. If the event recorder of a lead locomotive fails while a train hauled by multiple locomotives is en route, it must be re-marshalled to a trail position at the next station or siding.
17. That voice recorders be installed in all major shunting yards.
18. Cab condition: That RMTU make every endeavour to have cab conditions and locomotive equipment raised to the highest possible standard.
19. That all level crossings be protected in such a manner that it affords locomotive crews and other staff the maximum protection.
20. That damaged locomotives being transported for repair only travel during daylight hours.
21. That wagons or carriages with inoperative brakes not be run on express services.
22. That all heavy track machinery be designed to operate signals and track circuits.
23. The National Management Committee will not support any member of the Union who is found to have tampered with vigilance device equipment and who is subject to disciplinary

action by the Company.

24. That no mainline locomotive is to be operated under ATC conditions without an operative vigilance system, event recorder, selcall radio and train end monitor in the case of a freight train.

25. In areas where track warrant control or ATC is in operation, no locomotive is to be taken into service with defective or incomplete radio communication equipment. Such standard to be part of a formulated agreement.

26. That entertainment radios be fitted to all ATC operated locomotives.

CREWING OF RAIL SERVICES

27. That only crews who have recognised qualifications acknowledged by the Union be used to staff steam services until the union and KiwiRail have a settled agreement on steam training.

28. That RMTU oppose on grounds of safety the introduction of any single crewed (remote or manual operation) shunting operations on the KiwiRail network.

RESTRUCTURING OF RAIL POSITIONS

29. That in normal circumstances RMTU should not attempt to prosecute the action of redundancy but rather prosecute the continuing employment of members by utilising the provisions of consultation (to ascertain whether the position under review is truly surplus) and redeployment/retraining to keep members in employment.

30. That the criteria applying to compulsory redundancies amongst locomotive running employees shall be in accordance with the provisions approved by the executive manager, personnel contained within the letter from corporate personnel dated 12 November 1991 and gives the criteria as follows:

(i) Train operators/2nd grade locomotive engineers

- Criteria to be applied upwards from the junior to senior person in each particular depot based on total railway service. Except that any 2nd grade locomotive engineer who declines to accept training or fails the 1st grade examination will revert to the bottom of the end grade list for that depot.



(ii) 1st and special grade locomotive engineers

• Criteria to be applied upwards from the junior to senior person in each depot based on the date of promotion to 1st grade locomotive engineer. In the event of two or more staff members having the same promotion date, seniority will be determined by:

- Total length of railway service
- Locomotive running service.
- Date of birth
- Alphabetical order of surname.
- As before there may be instances where the above criteria are not appropriate

and a more flexible approach is required. This could occur; particularly in instances where members are undergoing training/examination for advanced status at the time surpluses are being determined. Should it become necessary to adopt a varied approach the matter will be discussed with the Union.

31. That appropriately qualified locomotive engineers be booked on all trains used to certify locomotive engineers. Further, that certification is done by appropriately qualified staff who are qualified as locomotive engineers.

RETIREMENT

32. The Union urges employers to promote the use of retirement seminars by: providing information on the availability of such seminars to those who qualify; and reimbursing all reasonable costs associated with attending such seminars; and arranging the supply in booklet form of relevant details applicable to employees regarding superannuation, retirement etc. to all employees nearing retirement.

RAIL INDUSTRY TRANSFERS

33. The Union seeks to get employers to accept as its responsibility the moving of all of a member's belongings when transfer is at the employer's expense.

34. That the employer undertakes to pay all legal, loan and land agent's fees when transferring a member at the employer's expense.

35. That greater monetary incentive should be made available to encourage employees to transfer away from their home location, to meet the exigencies of the employer.

UNIFORM AND PROTECTIVE CLOTHING

36. That waterproof clothing be provided for all members whose duties require them to work out in all weather.

37. That those members working in an oil and grease environment be issued with laundered overalls daily by their employer.

38. That all members be supplied by their employer with an individual clothes locker.

ELECTIONS CONDUCTED BY NATIONAL RETURNING OFFICER

GENERAL

39. Elections within the union shall be conducted in accordance with the requirements of rule 42 of the Union Rules and these instructions prepared by the national returning officer (NRO) and approved by the national management committee (NMC). The NRO may issue further requirements only insofar as they are not inconsistent with the Union rules and/or these instructions.

NATIONAL RETURNING OFFICER

40. In accordance with rule 24.4 an NRO (who shall not be a candidate for office) shall be appointed by the biennial Conference for the purpose of conducting the election of the NMC and any other national elections.

PROCEDURE FOR NATIONAL ELECTIONS

41. It is the duty of the NRO to ensure that rolls of eligible persons are compiled. The register will be closed at the date of closing of nominations in the case of an election, and a roll of eligible voters compiled.

42. All voting papers shall be numbered.

43. All voting papers shall be initialled by two head office scrutineers (nominated by the NRO) who may use an electronic device for that purpose. The scrutineers shall satisfy themselves that the electronic signatures so used are properly safeguarded.

44. Candidates in elections, at their own expense, may appoint an observer to attend the counting of the vote.

45. Voting papers shall be in the approved form. In an election voting papers shall contain only the full names of the candidates and these shall be listed in alphabetical order. In a preferential vote it shall not be necessary for the voter to indicate all preferences on the ballot paper.

46. All voting papers shall be returned to the NRO in the special envelope provided for that purpose.

47. In the event of an election, nominations shall be open for one month.

48. Voting papers shall be issued within one month after the closing date for nominations.

49. The return date (in the hands of the NRO) shall be no less than three weeks after voting papers have been issued.

50. Where more than two nominations are received for any one position the election shall be by preferential voting. The candidate obtaining the highest number of votes after the final count shall be elected.

51. At the close of voting the returning officer shall accurately count the votes assisted by scrutineers and then issue a statement declaring the results of the election. If during the counting process there is a necessity to adjourn for any reason before the completion of

the count, all papers, lists and other documents used in connection with or relevant to the election shall be retained in a secure place at the office of the Union.

52. When an election has been conducted, all rolls, papers, lists and other documents used in connection with or relevant to the election shall be retained in a secure place at the office of the Union for a period of at least one year.

EQUAL EMPLOYMENT OPPORTUNITY

53. That the union insist that all employers' support an equal opportunities programme.

INDUSTRY TRAINING

54. That the Union actively promote the employment of young workers on apprenticeship training agreements and apprenticeship collective agreements.

55. That the Union actively pursue workplace change and skills development initiatives, which are of benefit to members.

INTERNATIONAL AFFILIATIONS

56. That the Union retain affiliation with the International Transport Workers Federation and where possibly, participate in relevant ITF activities, particularly in the Asia/Pacific region.

57. That the union retain its affiliation with the International Centre for Labour Solidarity (ICLS) and participate in its activities.

58. The 2008 Conference endorsed a policy of worldwide contact with other Unions in matters pertaining to global support of all matters Union.

MEMBERSHIP SUBSCRIPTION

59. That the subscription payable by members to the Rail & Maritime Transport Union (Inc) including GST be:

- \$8.80 per week for full time employees
- \$17.60 per fortnight for full time employees
- \$37.27 per month for full time employees
- \$1.35 per day for daily casuals
- \$4.40 per week or \$8.80 per fortnight for part-time employees working less than 20 hours per week
- \$4.40 per week or \$8.80 per fortnight for trainees (apprentices) earning remuneration below a determined amount.
- \$30.00 per year for Honorary Membership (which is defined as having been a continuous member of the Union for no less than five (5) years which then entitles the Honorary Member to receive:
 - # The Transport Worker – mailed out quarterly; and

Group C membership of the NZ Railway Staff Welfare Trust (for members other than Rail).

NATIONAL AFFILIATIONS

60. The RMTU be affiliated to the NZ Council of Trade Unions.

61. That the Union adopt a policy of working with NZCTU affiliated unions on issues of common concern.

62. That the Union develop closer working relationships with the Australian Rail, Tram and Bus Industry Union and take steps to influence KiwiRail to comply as a minimum with ILO labour standards in Australia and New Zealand.

NEW TECHNOLOGY

63. That RMTU consultation on the introduction of any new technology be referred to the appropriate industrial councils and where no council exists establish a joint Union/management working party on the issue.

NZ RAILWAY STAFF WELFARE TRUST

64. That the following be endorsed as the Union's representatives on the Trust Board:

- Wayne Butson, general secretary, RMTU
- Howard Ian Phillips, locomotive engineer, Transdev, Wellington
- Samuel Wallis Kahui, communications technician, KiwiRail Ltd
- Edgar Spark representing Group B members.

65. That no deduction of RMTU membership subscription be taken from Welfare Sick Pay.



OCCUPATIONAL SAFETY & HEALTH

LEGISLATIVE

66. That the Union take steps through the NZ Council of Trade Unions and directly, to

achieve legislative change to put in place a national OSH framework which:

- Requires minimum health & safety standards to be set nationally through a tripartite process and rigorously enforced by law through an active Inspectorate. This should be in addition to the general employer duties in the Health and Safety at Work Act which should be backed up by increased penalties and a better resourced Inspectorate.
- Encourages the development by employers and unions on an industry basis of comprehensive injury prevention plans with codes of practice providing health and safety standards.
- Provides workers with a legally enforceable right to know (about hazards in the workplace) and a right to participate (individually and collectively) in decisions affecting their health and safety.

COLLECTIVE BARGAINING

67. That the Union negotiate into all collective employment agreements, where they do not already exist, comprehensive clauses providing for:

- A system of elected health and safety representatives with a right to paid time off for training.
- The development of industry/enterprise and health protection injury, prevention plans for the identification, elimination and minimisation of hazards, such plans to be developed with full participation of all unions and workers within the area they cover.

RATIFICATION PROCESS: RAIL INDUSTRY AND TOLL NETWORKS CEA

68. The Employment Relations Act 2000 (ERA) requires the Union to have a procedure with the members who will be covered by the CA for the 'ratification' (or ticking off) of the agreement.

69. The ratification process is as follows:

- Each member will receive an outline of the proposed settlement reached during bargaining talks along with a recommendation from the NMC on whether or not they think it should be accepted.
- Each member will also receive a ballot paper. If the member does not accept the proposed settlement, he or she must vote against ratifying the proposed settlement. If more than 33% of members oppose the settlement it will be rejected.
- Union meetings are to be held so members can discuss the proposed settlement and ask questions about it before voting.
- That a revised ratification process be adopted which requires the vote to be one ballot across all members who authorise the union to act for them but the existing ratification process continue in all other respects.

ACCIDENT INVESTIGATION

70. That the Union endeavours to negotiate with employers and/or specialist agencies (Worksafe, MNZ, NZTA, TAIC) agreed procedures for union involvement in the investigation and follow up of accidents.

DELEGATE/MEMBERS SUPPORT AND INFORMATION

71. That the Union publish an OSH handbook providing information and advice on relevant legislation and hazards.

72. That the union develop OSH projects including the annual observance of Workers Memorial Day on the 28th day of April each year.

73. That the Union adopt a policy of establishing Workers' Memorial Plaques on sites throughout New Zealand on a yearly basis and that Branches be approached to ascertain their views on sites etc.

GENERAL

74. That in light of the increasing use of chemicals, RMTU adopt a policy of usage only after Health Department reports have been received, and recommended procedures for the safe use are instigated. Further that the union seek the standardising of chemicals in all work places to prevent untested chemicals being used via back-door supply.

75. That the employer, reimburse the employee for any costs incurred following a work accident, medical or surgical including physiotherapy.

76. That the Union's policy on Aids be adopted. (See appendix 1 page 21)

77. That RMTU supports in principle the aim of non-smoking in the workplace.

78. The Rail & Maritime Transport Union shall not be philosophically opposed to random drug testing. Each instance shall be handled on a case by case basis as part of that company's bargaining process.

PERSONAL GRIEVANCES AND DISPUTES

79. That the decision on whether any particular personal grievance or dispute will be supported by the Union shall be made by the general secretary on a case by case basis.

80. That personal grievances and disputes be handled in accordance with the attached appendix on procedures as amended from time to time by the general secretary. (See appendix 2 page 25),

POLITICAL ACTIVITY

81. That the Union affiliate with the NZ Labour Party.

82. That the Union play an active political role in pursuing specific policy issues of concern to members including the Employment Relations Act, ACC, Health and Safety at Work Laws and Superannuation and encourage membership activity and formal relationships with political parties in pursuit of union policy objectives.

SUPERANNUATION POLICY

83. That the RMTU continues to strongly support the provision of contributory superannuation for members.

84. That the RMTU's directors for the Ports Retirement Plan be confirmed as:

- Wayne Butson,
- Andrew David Kelly,
- Dion Jeremy Young, and

that the following be confirmed as alternate directors:

- John Robert Murfitt,
- Todd Michael Valster, and
- Howard Ian Phillips.

85. That the provision of a contributory superannuation scheme for members in KiwiRail Ltd be prosecuted by RMTU and if necessary negotiated as part of the collective employment contract negotiations.

UNION AMALGAMATION POLICY

86. That the union supports the CTU strategy of managing a transition from occupationally based, general unions to well resourced, industry focused unions.

87. That the Conference recognises the need to amalgamate with other transport unions to achieve a better resourced transport industry focused union able to more effectively organise and service workers in the industry.

88. That the Union furthers the above policy objectives by pursuing amalgamation with other unions within the transport sector.

UNION ORGANISATION & SERVICES

89. That when a member becomes involved in any irregularity, he/she have the advice of a delegate if requested before any statement is made.

90. That elections for sector groups and worksite delegates (in branches) be confined to the worksite or group concerned in respect of candidates, nominations and voting.

91. That elections for sector and regional delegates (Biennial Conference) be confined to the region or sector group concerned in respect of candidates, nominations and voting.

92. That branches and sub-branches be funded on a per capita basis of \$8.00 per member with a maximum of \$3,000 per branch or sub-branch. Branches or sub-branches deciding how the allocation is to be spent including honoraria/out of pocket expenses for branch officers. Branches who demonstrate a need for additional funds can request financial assistance from the general secretary.

93. That the following areas be approved as the electorates for delegates to annual conference:

Northland
Auckland
Bay of Plenty
Waikato
King Country
Hawkes Bay
Taranaki
Palmerston North
Hutt Workshops
Wellington Rail

Wellington Port
Marlborough
Nelson
West Coast
Lyttelton
Christchurch Rail
Timaru
Otago Rail
Port Chalmers; and
Southland.

94. That all remits submitted for consideration by the Biennial Conference be supported by a brief explanation of the reason or the circumstances which gave rise to the submission of the remit.

95. That the dates for Conference be fixed so as to avoid clashing with school vacations.

96. That the Union's policy that National Management Committee and Conference delegates who are required to attend to Union business on rostered days off between Monday and Friday be paid one days (8 hours) pay for each full day of union business if that delegate does not receive four full days off during that pay fortnight.

97. That the Union provide a service to those members who are on individual employment agreements that allows the best use of Union resources and meets the privacy and secrecy requirements required in today's environment.

98. That the personnel of the negotiating team for revision and renewal of collective employment agreements include at least one representative from the industrial councils falling within the coverage of the collective employment agreement with the addition of national paid staff as required.

99. That industrial councils can submit items for collective bargaining and be consulted on the items to be



discussed in the negotiations.

100. That the Rail & Maritime Transport Union adopts a policy of 'Buy NZ Made' for its purchases and equipment where possible.

101. That the union meets the accommodation costs only of those away from home on union business and provides a daily allowance based on the following table:

102. That only the president and general secretary be permitted to issue statements on national issues to news media representatives. The president and general secretary may authorise others to be spokespersons on issues as required.

103. That each invitation from fraternal organisations be that each invitation will be treated on its merits and in the best interests of the union by the NMC.

104. That a committee of the president and vice president be responsible for negotiating the general secretary's employment agreement. The salary package to be reviewed annually.

| CIRCUMSTANCES | TRAVEL REQUIRED | NO TRAVEL |
|--|------------------------|------------------|
| Absent from home overnight | | |
| - Company pays all costs | Nil | Nil |
| - Union pays all costs (travel, meals, accommodation, etc) EG: Annual conference, wage talks, training, etc. | \$30/day | \$30/day |
| - Union pays travel & accommodation | \$60/day | \$30/day |
| Less than one day | | |
| - Company pays all costs | Nil | Nil |
| - Union pays all | \$15 | Nil |
| - Union pays travel only | \$30 | \$15 |
| Unusual circumstances not covered above. | Set by GS | |
| Overseas travel | Set by NMC | |
| One day NMC meeting | \$60/day | \$40/day |

105. That the Rail & Maritime Transport Union (Inc) union policy regarding industrial action by other unions is that members will only carry out their normal or rostered duties and will undertake no work that puts their safety or the safety of others at risk.

106. That the death benefit paid by the Union for financial members be set at \$1,000.00 per member, \$500.00 per spouse.

107. The fee for honorary membership of the RMTU be \$30.00 per annum.

108. That the Union policy on trustee appointments to the Locomotive Engineers' SAD Fund be a locomotive representative selected from or at large by the NMC, subject to the requirement of the Trust Deed; and

109. That Michael Williams, William Sweeney and the general secretary be the Union's representatives on the LE SAD Fund.

110. That the Ernest William File Scholarship be \$1000.00 per annum and that the Scholarship be for the sons and daughters of locomotive engineers (2) and other railway workers (2); and

111. That on the termination of the Ernest William File Scholarship the union continues with the Scholarship under the same or similar conditions which the NMC deem acceptable.

112. That membership of the RMTU be available to all employees of the Union.

113. That where the NMC considers it necessary they have the authority to lodge wage related claims.

114. That election for national council representatives filling vacant positions after the appointment of any NMC member is confined to the group concerned in respect of candidates, nominations and voting. The NMC member appointed must also come from the area concerned.

115. That in the event of any NMC representative not attending two or more consecutive NMC meetings, their position be declared vacant, and the process to fill the casual vacancy be initiated.

AUDITORS

116. That Crowe Horwath be confirmed as the auditors for the years ending 30 June 2017 and 30 June 2018.

VETERANS' GROUP

117. That the Union endorses the formal establishment of a veterans' group within the rules and constitution of the Union.

UNION ORGANISATION

118. While ensuring that all necessary services are provided to members the emphasis should favour the organising model of mobilising and involving members through good organisation, education and action.

119. That election for national rail industrial council representatives filling vacant positions after the appointment of any NMC member is confined to the group concerned in respect of candidates, nominations and voting. The NMC member appointed must also come from the area concerned.

120. That industrial councils be set up to represent the following areas of membership and that these areas be approved as the electorates for elections to each industrial council:

Rail locomotive engineers;

Rail terminals;

Rail network control;

Rail passenger;

RSAS; and
Infrastructure.

The make up of industrial sector councils representatives will in general terms comprise of a northern region representative (elected), central region representative (elected), southern region representative (elected) and an RMTU paid official (e.g. organiser)

Further to the above the NMC be empowered to set up other industrial councils should an urgent need arise. Any such industrial council to be confirmed through the remit process at the next biennial Conference.

UNION PUBLICATIONS

121. That the union magazine be published tri-monthly from February to December.

URBAN TRANSPORT

122. That RMTU gives consideration to having an executive member of the organisation on urban regional transport councils where they are in existence. The aim being to monitor the activities of these councils to see that their policies are not detrimental to our membership, to use what local resources and influences are at our disposal.



Appendix 1

AIDS POLICY

APPROACH TO AIDS

- Clear, accurate information on AIDS must be provided to all Union members.
- Guidelines to prevent exposure to HIV must be implemented in the workplace.
- Implementation of AIDS precautions must be with due regard to both workers and patient's rights.
- Discrimination against Union members of high-risk groups must be prevented.
- Discrimination against workers infected with HIV or AIDS must be prevented.
- The principles of this policy shall apply to not only those affected by HIV or AIDS, but also to any person(s) with organisms in the body that may cause illness.

EMPLOYMENT AND RECRUITMENT

There will be no discrimination in recruitment against workers, internally or externally, on the grounds that a worker has HIV or AIDS.

The criteria for recruitment is the worker's ability to do the job.

No worker or applicant will ever be required to take the test for HIV antibody.

Workers who are deemed to be 'medically fit' at the time of the interview will not be refused an offer of work because of HIV/AIDS.

Medical fitness will be determined through the normal process of consideration and normal rules concerning sickness will operate.

The employee should have the ability to negotiate conditions of employment that enables her/him to continue to work, e.g. reduction of hours, transfer to more suitable employment.

Employees will only be redeployed, to alternative employment at their own request and will not be prevented from continuing work, except where they are deemed not medically fit through the standard procedures.

An employee with HIV/AIDS should not be restricted from using telephones, office equipment, machines, toilets, showers, eating facilities, water fountains or any other equipment necessary for work.

LEAVE AND BENEFITS

Sympathetic consideration will be given to requests for special leave by those who have HIV/AIDS, or those who have a personal responsibility for caring for someone with HIV/AIDS.

An employer should recognise that the nature of the HIV infection is such that the employee may experience an extended period of wellness after a debilitating illness during which s/he may return to work.

Leave provisions will take account of this and safeguard the workers continuing employment.

Time off should be given to employees with HIV/AIDS to attend doctors, clinics or hospital appointments, which coincide with working hours.

No employee will be denied a service or benefit to which s/he is entitled because s/he has HIV/AIDS. This includes access to 'on site' schemes such as superannuation, social club functions, etc.

CONFIDENTIALITY

There is no legal requirement for an employee with HIV/AIDS or for her/his physician to report the diagnosis to the employer. Should the fact become known that an employee has HIV/AIDS strict confidentiality must be maintained.

COUNSELLING AND SUPPORT

For reasons of confidentiality and impartiality counselling and peer support services for those with HIV/AIDS should be provided by external organisations such as New Zealand Aids Foundation. Time for this should be given during normal working hours in the same way that this occurs for other personal problems.

DISCRIMINATION

AIDS is rarely contracted from work; however there are some occupations that are more 'at risk' because the workers come into contact with body fluids, e.g. emergency service workers, health care workers.

The Union needs to educate workers about AIDS and intervene in situations where an employee, who has, or is perceived to have HIV/AIDS, is discriminated against in the workplace by an employer, co-worker or member of the public.

In such cases Union intervention may involve:

- working alongside the Human Rights Commission to bring the discrimination to a finish;
- where appropriate taking up a Personal Grievance under the Employment Contracts Act 1991.
- Providing that safe work practices are adopted and protective equipment and clothing are being used where necessary, the Union does not support any employee who refuses to work with a colleague or any member of the public who refuses to be served by an employee because that employee has, or is perceived to have, HIV/AIDS.

Where an employee informs her/his employer, supervisor or coworkers of infection with HIV/AIDS that employee should be treated with the same consideration as any other employee with a life threatening illness.

INSURANCE SCHEMES

The Union will negotiate with employers, who offer employee insurance schemes, to ensure that the scheme is based on nondiscriminatory practices.

EDUCATION AND INFORMATION

The Union recognises that:

- HIV/AIDS, like any other disease, is best dealt with by the application of preventative measures;
- The fears and prejudices in relation to HIV/AIDS need to be addressed. The development of a clear strategy to inform their members is necessary.

The education programme could include:

- What is AIDS
- How is it diagnosed and treated
- How is it transmitted
- The meaning of positive blood tests
- Precautions
- Safe Work Practices

PROTECTIVE EQUIPMENT/CLOTHING, SAFE WORK PRACTICES AND TRAINING

Employees who, in the course of their work, come into contact with body fluids such as blood, semen, faeces etc and contaminated material, must be fully and properly trained in the correct safe work practices for the handling of contaminated material and body fluids etc and be adequately supervised.

Such employees must also have readily available suitable protective equipment and clothing at all times.

Those employees who administer first aid in the workplace must:

- be aware of the standard practice governing the transmission of infections;
- be trained in the appropriate protective procedure;
- have immediate access to protective equipment and clothing at all times.

In cases where it is likely that an employee administering first aid will come into contact with blood or other body fluids, gloves should be worn. Gloves should also be worn when cleaning up blood or other body fluids.

As standard first aid practice, first aiders should cover any exposed cuts or abrasions to themselves and wash their hands before and after applying dressings to an injured person.

RETIREMENT/TERMINATION OF EMPLOYMENT

The rights of an employee against unjustified dismissal or the opportunity to bring personal grievances are not removed or reduced in any way because the employee has become HIV infected.

Given that an employee is medically fit for work, HIV/AIDS in itself is not grounds for dismissal.

Dismissal of an employee on the grounds of their HIV/AIDS infection will not be supported by the Union and will result in a claim of unjustified dismissal if the employee

concerned so requests.

Where disputes arise over the presence of employees with HIV/AIDS in the workplace, advice will be sought from the New Zealand Aids Foundation and Trade Union Occupational Health and Safety centres.

Where the employee with HIV/AIDS chooses to take early retirement the normal criteria to determine health grounds and normal procedures concerning superannuation will apply.

INFECTION CONTROL

The Union will promote the establishment of health and safety procedures in the workplace. These will be adhered to by members at all times to safeguard against the risk of infection in the workplace.

Employees with HIV/AIDS are at increased risk of acquiring or experiencing serious complications of infectious diseases due to their impaired immune systems. In working environments where exposure to these diseases is likely, the Union will actively support the implementation of appropriate counselling and precautions to minimise exposure.

Where necessary, direction will be sought from a Health professional. Should a change in work environment be recommended, this will be handled in consultation with employee and Union



PERSONAL GRIEVANCE AND DISPUTES PROCEDURES

INTRODUCTION

The purpose of these internal union procedures is to ensure that personal grievance situations and contract disputes are handled quickly and competently.

A 'personal grievance' ('PG') is defined in the Employment Relations Act (S.103) as any grievance that an employee may have against an employer or former employer because of a claim:

- (a) that the employee has been unjustifiably dismissed; or
- (b) that the employee's employment, or 1 or more conditions of the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer; or
- (c) that the employee has been discriminated against in the employee's employment; or
- (d) that the employee has been sexually harassed in the employee's employment; or
- (e) that the employee has been racially harassed in the employee's employment; or
- (f) that the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union or employee's organisation; or
- (g) that the employee's employer has failed to comply with a requirement of Part 6A; or
- (h) that the employee has been disadvantaged by the employee's employment agreement not being in accordance with section 67C, 67D, 67G, or 67H; or
- (i) that the employee's employer has contravened section 67F or 67G(3).
- (j) that the employee's employer has, in relation to the employee –
 - (i) engaged in adverse conduct for a prohibited health and safety reason; or
 - (ii) contravened section 92 of the Health and Safety at Work Act 2015 (which prohibits coercion or inducement)..

A 'dispute' is defined in the Employment Relations Act (S.5) as '... a dispute about the interpretation, application, or operation of an employment agreement'.

THE STATUTORY PROCEDURES

Part 9 of the Employment Relations Act sets out the right to raise a personal grievance or a dispute, and that Act also requires all employment agreements (CEAs and IEAs) to include a plain language explanation of the services available for the resolution of employment relationship problems, including a reference to the period of 90 days in S.114 within which a personal grievance must be raised. All RMTU collective employment agreements include this explanation.

THE KIWI RAIL CEA SPECIAL PROCEDURES

The KiwiRail CEA provides for a special mediation procedure, which is an agreed development of the first stage of the statutory procedures.

For convenience a copy of the Memorandum of Understanding containing the KiwiRail CEA special procedures is also attached.

It should be noted that the KiwiRail CEA special procedures provide for three types of dispute rather than the usual two:

- A 'personal grievance' as defined in the ECA.
- A 'dispute' as defined in the ECA.
- A dispute arising from a decision made by a manager (e.g. how much domestic leave to grant) which may not technically be a 'PG' or a 'Dispute', or may not normally be able to be satisfactorily resolved under those procedures.

RMTU INTERNAL PROCEDURES

It is probable that the first point of union contact for a personal grievance will be a Branch Delegate or Official and it will be necessary in RMTU training programmes to ensure that this very important role is covered. It will be important for the branch delegate and/or official to be cautious and know when advice (probably by telephone) should be obtained from a union organiser. 'When' is often earlier than many would think, so don't be afraid to ask, and don't put it off because you 'know' what to do.

In the event that a PG or dispute cannot be resolved by informal discussion (although you still want a paper trail) with the local manager, or where a possible dismissal is involved, an Organiser should be involved. Again it will depend on each case; whether the Branch Official/Delegate discusses the situation with the organiser by telephone and gets advice, or whether the matter is handed on to the organiser.

At all times keep a close eye on the 90 days (see below under 'Time limits').

The RMTU national office co-ordinator for personal grievances will be Wayne Butson. All personal grievances and/or disputes referred by branches must be immediately registered in the PG database by the relevant organiser and Wayne notified.

Wayne will:

- Monitor the personal grievance (in particular) and disputes, which are progressing through the statutory (and in the case of KiwiRail the special mediation) procedures. Responsibility for ensuring that PGs and disputes progress through the process remains with the relevant organiser.

- Produce and circulate a weekly status report on each PG and dispute.

Representation, mediation and/or adjudication will normally be undertaken as follows:

- Local representation on the PG or dispute with local manager will be handled by the branch officer and/or an organiser as appropriate to the particular case.
- If there is no immediate resolution of the grievance, the claim should be escalated. The escalation of the PG or dispute should be via a personal grievance statement or dispute

statement prepared by an organiser and lodged with the employer, after approval by the general secretary, within 14 days of the date on which the issue was raised with the organiser.

- The preparation of statement(s) for the grievant(s) in support of the PG or dispute will be undertaken by the organiser as soon as possible but at least within 14 days of the date on which the issue was raised with the organiser. Written statements from key witnesses should be obtained within the same period and at most within 28 days.

- Note, any statements may be ‘discoverable’ (i.e. may need to be disclosed later, in the Employment Relations Authority or Employment Court), so take care that what is recorded is accurate. If in doubt, seek advice.

- Where the grievance or dispute concerns KiwiRail, consideration will be given as to whether the case is an appropriate one for informal mediation, which will take place before the formal PG or dispute statement has been served on the employer.

- Mediation on a PG will normally be handled by an organiser.

- Informal mediation under the KiwiRail Special mediation procedures will be decided in a case-by-case basis at national office level in consultation with KiwiRail executive manager of personnel. The Union representation on any mediation/disputes committee will normally be an organiser and an experienced branch officer. Particular caution will need to be taken and in no case should the union representatives agree to a S.149 recommendation or a S.150 decision by the mediator on the PG/Dispute without prior discussion with the general secretary and an acknowledgment and waiver in writing by the member involved.

- Any application to the Employment Relations Authority will be prepared and filed by the general secretary or the RMTU’s lawyers.

- Employment Relations Authority advocacy will be undertaken by the general secretary or by the RMTU’s lawyers.

TIME LIMITS

Organisers are asked to observe the following time guidelines in dealing with personal grievances (PG):

- The organiser to obtain a statement from the grievant within 14 days from the date that the personal grievance is raised.

- The grievance should be raised with local management and an attempt made to resolve it within the same 14 days (i.e. from the date the PG is raised).

- The 90-day bar on personal grievances should be borne in mind at all times. If the PG is not raised with the employer within 90 calendar days of the date on which the action alleged to amount to a PG occurred or came to the employee’s notice, then the PG is out of time, and can only proceed if the employer consents, or if the Authority grants leave, which will require ‘exceptional circumstances’ and that ‘it is just’ to allow this. Any case beyond 90 days should be referred immediately to the general secretary.

Note: For this reason organisers must ensure that a full written grievance statement is provided to the employer within 90 calendar days of the grievance arising.

If there is no immediate resolution of the grievance at local level:

- A formal written statement of grievance should be prepared/approved by the general secretary and sent to the employer as soon as possible. Note, this must still occur within the same 90-day period.
- In the case of KiwiRail Ltd the organiser should discuss with the general secretary and (if appropriate) make immediate arrangements for informal mediation before the formal statement is sent to the employer. Note, still keep an eye on the 90 days.
- Written statements from key witnesses other than the grievant should be obtained within 28 days from the date the matter is referred to the organiser.
- When the employer statement in response to the Grievance Statement is received (or 14 days has passed), consider that/the situation (and seek any advice, e.g. general secretary), and advance the claim accordingly, i.e. further correspondence, or by seeking mediation, or by filing in the Employment Relations Authority.

KEEPING MEMBERS INFORMED

The appropriate organiser has the responsibility of keeping the branch and the member directly informed of progress (or lack of it) with the PG.



MUTUAL RESPECT POLICY

The RMTU is opposed to any discrimination based on age, colour, nationality, sex, race or creed.

Amongst RMTU members, delegates and officials there is a very high degree of appreciation of the need to respect the dignity of every individual. Nevertheless in all organisations there should always be vigilance to ensure that all participants feel they are able to operate in an atmosphere in which they feel comfortable and safe.

The RMTU is committed to creating and maintaining a working environment based on dignity and mutual respect. The RMTU neither condones nor tolerates behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile, abusive or offensive environment. This commitment applies to all delegates and participants, women and men, in RMTU meetings, activities and social gatherings wherever they may take place throughout New Zealand.

As an employer the RMTU has a legal as well as moral responsibility to protect its employees from any form of harassment, abuse or similarly unacceptable behaviour. This applies to the working environment of National Office and other RMTU office locations and to RMTU meetings wherever they are held. It also applies to social occasions where the attendance of RMTU Staff is linked to their employment and where the RMTU is liable as an employer. RMTU employees are encouraged to report any such incident.

GUIDELINES ON THE RMTU POLICY ON MUTUAL RESPECT

The RMTU is committed to creating and maintaining a working environment based on dignity and mutual respect. In all facets of the Unions activities there should always be vigilance to ensure that all participants feel they are able to operate in an atmosphere in which they feel comfortable and safe. This should apply to meetings, socialising and all the events around RMTU activities.

WHAT WE ASK OF YOU

To treat everybody, including other delegates, as well as RMTU Staff members, with respect and dignity.

To make absolutely sure your own behaviour does not cause offence or misunderstanding.

To think before you make personal remarks.

To accept responsibility for challenging all forms of unacceptable and offensive behaviour, and for upholding personal dignity.

WHAT IS UNACCEPTABLE BEHAVIOUR?

Unacceptable behaviour includes unwelcome physical, verbal or non-verbal conduct (bullying) including the use of e-mail, social media and any other electronic communications and any behaviour that ridicules, intimidates, or is physically abusive.

This may have at its focus such things as:

- Race, ethnic origin, nationality, and skin colour
- Gender and sexual orientation
- Disabilities or sensory impairments
- Age, health, or physical characteristics
- Religious or political beliefs

This may involve such forms of unwanted behaviour as:

- Unwanted physical contact
- Physical or sexual assault
- Sexual or compromising propositions

tions

- Racist, sexist or religious jokes
- Offensive language, insults and obscene gesture
- Unwelcome gifts
- By pestering or stalking
- Intrusion by pestering or stalking.

These lists are not definitive.

We welcome your co-operation in our practical efforts for making the RMTU and its activities a positive and rewarding experience for everyone



FATIGUE RISK MANAGEMENT

AIM

The aim of this policy is to reduce the risk of harm to workers arising from fatigue and improve the lives of RMTU members.

PRINCIPLES

- Fatigue is an unavoidable consequence of shift work that cannot be eliminated but can be managed to an acceptable and agreed level.
- A fatigue risk management system is required to manage the workplace hazard of fatigue.
- Fatigue is accumulated from both work and non-work activities and is therefore a shared responsibility between the organisation and the individual to manage.
- Fatigue-related errors cannot be overcome by workers 'trying harder' to fight fatigue.
- Workers and employers have different perceptions of risk (including fatigue) and should have joint systems for managing health and safety risks including fatigue.
- Union engagement could include the development of a joint fatigue safety action group (FSAG) that includes management and worker representatives.

THE UNION WILL

- Organise Union events to discuss the risk of fatigue and educate members on their rights under the Health and Safety at Work Act 2015.
- Consider whether provisions in the collective employment agreements could be incentivising people to work excessive overtime that could be contributing to fatigue.
- Negotiate hours of work provisions that provide for adequate sleep opportunity and two nights consecutive sleep following the last night shift.
- Encourage and educate members to identify the risk of fatigue in themselves and others and stop unsafe work when there is a high likelihood that a person is unable to work safely due to fatigue.
- Educate health and safety reps to raise fatigue issues on behalf of workers and make recommendations regarding fatigue management to the employer.
- Include claims for the development of a fatigue risk management system within the collective bargaining process.
- Encourage employers to adopt a Just Fair Culture framework that supports open and honest reporting of fatigue without risk of punitive action.
- Engage with, and lobby, the regulators NZTA, Maritime NZ and Worksafe NZ to develop guidance material for fatigue management in consultation with the industry.



Rail and Maritime Transport Union
NEW ZEALAND