



**JOINT**

**WORKER PARTICIPATION AGREEMENT**

**KIWI RAIL GROUP OF COMPANIES**

**RAIL AND MARITIME TRANSPORT UNION**



1. The purpose of this agreement is to support good faith relationships and continuous improvement in the workplace by promoting a cooperative and collaborative approach between KiwiRail Group (KRG) management, employees and their Union. This agreement is to be read in conjunction with any other health, safety and injury provisions contained in collective or individual employment agreements.
2. The parties to this Agreement agree that this is a Worker Participation Agreement (WPA) under the Health and Safety at Work Act 2015. This WPA forms part of the KRG and RMTU Collective Agreement (the Collective) and can be found as a schedule in the Collective.
3. This Agreement also affirms the company's willingness to observe the Ministry of Business Innovation and Employment's Workplace services Practices Note Health and Safety no 2010/001, Refer to Schedule 1.  
  
In addition KiwiRail agrees to advise the RMTU National Office of the timing of the annual NZTA Ordinary Safety Assessment and invite the RMTU to nominate representation to attend the audit, meet with the auditor and accompany the auditor on site visits.

#### **4 Role and functions of Health and Safety Representative**

The functions of the H&S Rep include,

- 4.1 To represent workers in matters relating to health and safety
- 4.2 To investigate health and safety complaints
- 4.3 If requested by a worker to represent the worker in relation to health and safety
- 4.4 To monitor the measures taken by the Person Conducting Business Undertaking (PCBU) that are relevant to health and safety
- 4.5 To inquire into anything that is a risk to the health and safety of workers
- 4.6 To make recommendations relating to health and safety
- 4.7 To provide feedback to the PCBU on whether the requirements of the Act and regulations are being complied with
- 4.8 To promote the interests of workers who have been harmed at work including in relation to rehabilitation and return to work
- 4.9 To participate in risk assessments
- 4.10 To participate in incident investigations as per the Just Fair Culture Policy
- 4.11 To attend health and safety action team (HSAT) meetings and report back to employees
- 4.12 To monitor the effectiveness of controls
- 4.13 To identify and assist in the development of appropriate risk management strategies for their work area



- 4.14 Encourage and support the reporting of incidents
- 4.15 Participate in the ACC Accredited Employer Partnership Programme audits and other relevant health and safety audits undertaken by regulatory agencies
- 4.16 Accompanying an inspector during a visit to a workplace, and/or discussing matters with the inspector
- 4.17 Assist in the selection, provision, proper use and maintenance of PPE and protective clothing
- 4.18 To champion Health and Safety inspiring workers and customers to create a zero harm workplace

#### **5. Functions of the Health and Safety Action Team (HSAT)**

- 5.1 To facilitate co-operation between the PCBU and workers in instigating, developing, and carrying out measures designed to ensure the workers' health and safety at work; and
- 5.2 to assist in developing any standards, rules, policies, or procedures relating to health and safety that are to be followed or complied with at the workplace; and
- 5.3 to make recommendations relating to work health and safety; and
- 5.4 to perform any other functions that are;
  - (i) set out in the HSAT Terms of Reference and
  - (ii) prescribed by regulations.
- 5.5 Additional functions that are agreed and aligned to zero harm objectives

#### **6. Problem solving escalation process**

- 6.1 Where appropriate and agreed within the HSAT, recommendations may be implemented by HSAT members. Recommendations outside the authority of HSAT shall be forwarded to the appropriate person/department.
- 6.2 These recommendations will either be accepted and implemented by the appropriate person/department, or declined with a valid reason and the HSAT forum advised accordingly.





- 6.3 Where members cannot agree a solution, or the issue extends beyond the ability of the committee to rectify, it will be escalated via the Health and Safety Managers/Advisors or Managers/union representatives to the appropriate Industrial Councils, HSE Executive Council or appropriate Technical Committee for resolution.
- 6.4 The HSAT shall be kept informed of the progress relating to these issues.
- 6.5 Some items may be identified that need to be discussed at a national level between the relevant union and KiwiRail senior management
- 6.6 It is acknowledged that Health and safety Representatives have legislative powers to make health and safety recommendations to the employer and provide advice to workers on the right to stop work likely to cause serious harm.
- 6.7 Health and Safety Representatives must be advised by the employer when he/she becomes aware of any health and safety related issue, initiative or concern amongst the workers that the health and safety representative represents.
- 6.8 New employees, temporary and casual employees, and contractors should be introduced to health and safety representatives as part of the induction process.
- 6.9 The employer shall ensure the health and safety representatives have sufficient paid time and resources, such as access to office equipment including safe storage and Internet and information as required to undertake the role effectively.
- 6.10 Health and Safety Representatives and their managers shall amend the rosters to accommodate HSAT meeting schedules so as to facilitate regular attendance.
- 6.11 To be effective representatives of their employee group it is expected that health and safety representatives and manager representatives will attend at least 80% of scheduled meetings.



## **7. Election of Health and Safety Representatives**

The number of HSR's will be agreed between the KiwiRail and the RMTU according to the following criteria

- The number of employees per work area
- The nature of the work including the different types of work
- The different places of work and the distance between the workers
- Shift arrangements
- Contractor arrangements and the potential causes or sources of harm

- 7.1. Election of health and safety representatives will be held every two (3) years and following the written resignation of any current member;
- 7.2. The RMTU and the employer will jointly manage the election process. It will either involve nomination forms being distributed jointly or by the union branch calling for nominations. Nominations will be received within a defined period (usually being 2-4 weeks).
- 7.3. Votes will be counted by a joint team of union and employer representatives. If there is only one candidate for the position of health and safety representative the candidate must be endorsed by the workers and/or union they are going to represent in order for the candidate to take up the role of the H&S representative.
- 7.4. Where a gap in representation is identified further nominations should be sought.

## **8. Membership of the Health and safety Action Team (HSAT)**

8.1 The HSAT team will comprise the following personnel:

- Elected Health and Safety Representatives
- Union Delegate
- Elected (H&S Rep) Chairperson
- Secretary
- Sponsoring manager
- HSE Advisor (when available)
- Contractor representatives

8.2 Sponsoring manager may be a Site/Area Manager or Supervisor with an appropriate level of authority to act on committee actions and/or recommendations or have the authority to escalate requests to a more senior manager for action.



- 8.3 An open invitation is extended to senior managers, union officers and organisers and contractors to attend HSAT meetings.

**9. Number of Health and Safety Representatives**

- 9.1 HSAT teams should consist of one representative per the work site/depot/terminal in the area, ensuring all disciplines are represented, including shift workers and contractors. The elected Health and Safety Representative may also be a union delegate.
- 9.2 If a site chooses to have an across business HSAT, each business unit must be represented by both employee and management to facilitate decision making.

**10 Health and Safety Representative Training**

- 10.1 Each elected employee health and safety representative will be required to attend the two day recommended Worksafe Reps approved Stages 1 and 2 Health and Safety Representative courses paid for by KiwiRail.
- 10.2 For newly elected representatives, Stage 1 training should take place within the first 12 months of being elected. Stage 2 will take place in the following 12 month period. Attendance at Stage 3 will be required if the Health and Safety representative remains in this position for three years or more.
- 10.3 KiwiRail will provide for health and safety representative training as stated in the relevant Sections of the Human Resource Additional Leave and LWOP Policy.
- 10.4 A minimum of 14 days' notice must be given to the employer of the leave required to attend training. Courses will be held close to the health and safety representatives' worksite wherever possible. Where this is not possible KiwiRail will pay for travel and accommodation.
- 10.5 Health and Safety Representatives who require transition training to carry out their functions under the Health and Safety at Work Act will be receive paid time to do this.





## 11. Review of System

- 11.1 The worker participation system and related documents will be reviewed for continued effectiveness every three years in a co-operative and consultative manner between KiwiRail and the RMTU.
- 11.2 HSAT committee members and representatives from the RMTU will be responsible for seeking employee feedback. Feedback will be channeled via the committee chairperson to the review committee.
- 11.3 The review will confirm the participation scheme; recommend changes and audit the effectiveness of the committee process.
- 11.4 Changes will be agreed to at the review meeting attended by representatives of all participating parties.

## 12 Parties to this agreement

- 12.1 The following are party to this agreement and undertake to co-operate in good faith to ensure the effective on-going improvement of health and safety.

For on and behalf of

KiwiRail Limited

Rail and Maritime Transport Union

Date

  
15 November 2018



## **SCHEDULE 1**

### **WORKPLACE SERVICES PRACTICE NOTE HEALTH AND SAFETY 2010/001**

This Agreement also affirms the company's willingness to observe the Workplace Services Practice Note Health and Safety no 2010/001, which requires the company to do the following,

1. Advise Health and Safety Representatives of any inspection, visit or audit undertaken in relation to Health and Safety,
2. Enable a Health and Safety Representative to accompany an inspector during a visit to the workplace, or where this is not practicable to enable the Health and Safety Representative to discuss matters with the Inspector as part of a wrap up meeting with the employer or separately;

Advise employees that they have the right to have a Health and Safety Representative sit in on any investigation meeting involving an inspector.