

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA00/136

**TITLE:** NRMA Assistance Services Agreement

**I.R.C. NO:** 00/1227

**DATE APPROVED/COMMENCEMENT:** 5 April 2000

**TERM:** 12 months

**NEW AGREEMENT OR  
VARIATION:** New - Replaces EA97/179

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to Co-Ordinators and Consultants employed by NRMA Limited in Assistance Services

**PARTIES:** Federated Clerks' Union of Australia, New South Wales Branch -&- NRMA Limited

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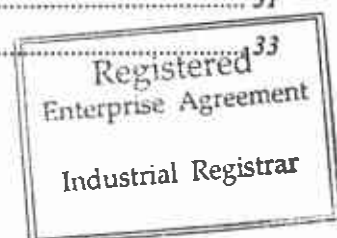
## **NRMA Assistance Services Agreement**

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**1999**

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**Section A**  
**Terms of the Agreement**

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**Overview**

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**Overview** This agreement relates to Co-Ordinators and Consultants employed by NRMA Limited in Assistance Services.

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**Agreement Effective Date** This Agreement will come into operation on the date of approval by the New South Wales Industrial Relations Commission (NSWIRC) and will remain in operation for 12 months from that date.

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**Title** This Agreement shall be known as the NRMA Assistance Services Agreement.

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## Section B Reward and Recognition

### Overview

**In this section** The following topics are covered in this section:

<b>Topic</b>	<b>See Page</b>
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Higher Duties	8
Payment of Wages	9
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## Remuneration System

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**Remuneration System** Under this agreement the remuneration system will incorporate the individual performance reward, market adjustments, and incentive schemes.

One common annual salary review will be conducted at the same time each year from 1 October 2000.

**Principles of Remuneration System** NRMA and ASU agree that the following principles will characterise the new remuneration system.

- all individual salaries will be reviewed at least annually;
- factors influencing the annual salary outcomes will principally be each staff member's performance, their outputs, achievements, where their salary sits in the market range and movements of the market range;
- staff members must be able to influence the factors which determine performance payments, and when performance is assessed, consideration will be taken of circumstances outside the staff member's sphere of control;
- managers will be provided with information regarding market ranges and with guidelines for conducting the total salary review;
- salary adjustments are to be recommended by the manager, approved by the next level manager and explained to each staff member;
- the new system will be easily understood, ie. staff will be able to see the link between their performance, factors affecting salary movements in NRMA and in the broader labour market and any increase they receive;
- the Agreement will incorporate minimum salary rates;
- the remuneration system is based on individual performance and incentives, as an alternative to 'across the board' increases.

If an individual staff member has a concern about the salary review process or outcome, they can utilise the process for resolving workplace issues.

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## Salary Increase

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### Across the Board Increase

Staff will receive an "across the board" increase to their award wage of 3%, effective from the first full pay period following the endorsement by staff of this agreement.

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### Incentive Payment

NRMA will provide an incentive benefit to staff of up to 6% on their award wage if specific performance targets are achieved. The 6% is made up of a 4% team incentive benefit and a 2% personal incentive benefit. Managers will advise staff of the team targets and personal targets to be achieved.

As this is an incentive benefit based on the achievement of targets a staff member may receive a benefit somewhere between 0% and 6% depending on team and individual performance. This incentive benefit is for a full financial year, 1 July -- 30 June.

As there are taxation implications concerning the payment of a benefit, staff will need to nominate what type of benefit they would like to receive prior to the start of the performance assessment period. The benefit payment will be made on the first pay period after 1/10/00. Staff may be eligible to receive the benefit as either:

- a lump sum payment in their weekly salary over a 2 week period (taxable at their marginal rate); or
- a contribution to their Superannuation (taxable at 15%, this amount then forms part of your preserved benefit); or
- against parking where applicable. (As determined by NRMA)

Staff who resign from NRMA during the incentive plan year will not be eligible for an incentive benefit.

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# Minimum Rates

## Overview

The following Salary Range is based on market, business, ASU and HR input:

Salary Range	Award Wage	Loading	Total Wage
<b>Shift Workers</b>		24%	
Assistance Services Consultant	\$549.12	\$131.78	\$680.90
Assistance Services Co-Ordinator	\$510.00	\$122.40	\$632.40
Assistance Services Trainee	\$443.32	\$106.39	\$549.71
<b>Part Time Shift Workers</b>		24%	
Assistance Services Consultant	\$14.45	\$3.46	\$17.91
Assistance Services Co-Ordinator	\$13.42	\$3.22	\$16.64
<b>Day Workers</b>		10%	
Assistance Services Consultant	\$549.12	*\$54.91	*\$604.03
Assistance Services Co-Ordinator	\$510.00	*\$51.00	*\$561.00
Total wage is referred to as "Ordinary Pay" on pay slip advice			

## Shift Allowances

Rotating Shift workers shall be paid a shift allowance for all shifts worked

- Shift allowance is calculated as 13.75% of the lowest wage of a Coordinator.
- Permanent Night Shift allowance is 26% of the wage of a Coordinator/Consultant
- 20% allowance will be paid when employees are employed to work rotating Night Shift.

\* This is inclusive of all public holidays.

## Day Workers

Day workers will be paid the appropriate Award Wage specified above. – The minimum rate for a day worker will be the Award Wage of a Customer Response/Call Centre Officer plus 10%.

The loading payable to shift workers for work on Saturdays, Sundays and Public Holidays, and shift allowances, are not payable to day workers.



## Higher Duties

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### Policy

When an employee is required to act in a higher position and carry out the duties and assume the responsibilities of the position for 2 or more consecutive shifts, such employees shall be paid not less than the minimum rate prescribed for such higher position for all time whilst so engaged.

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### Application

Higher duties is paid to all staff where they meet the above criteria. This includes staff on secondment and staff filling in for staff members who are on leave without pay, parental leave and sick leave.

If an employee is required to act in a lower paid position, their wage remains unchanged.

No increase is payable where a staff member's wage is equal or greater than the minimum wage for the position they are acting in.

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## Payment of Wages

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**Payment Method**

Wages shall be paid weekly by direct payment to a nominated bank or financial institution using Electronic Funds Transfer (EFT).

If NRMA changes to a fortnightly pay period wages will be paid every two weeks.

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**Staff moving to other positions within the NRMA group of companies**

Staff wishing to move to a another position within the NRMA group of companies must give notice to management, a mutual release date will be negotiated between Assistance Services management and other relevant management.

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**Termination of Employment**

When an employee ceases their contract of employment with the NRMA wages shall be paid to him/her on that day by cheque or as agreed between the NRMA and the employee.

In the event that NRMA terminates the employment of a staff member, NRMA will give the following amounts of paid notice or pay in lieu of notice, except in the case of dismissal for any form of misconduct. In the event an employee is made redundant or retrenched the redundancy clause will apply.

Length of Service	Number of Weeks Notice
0-3 years	2 weeks
>3years to <5years	3 weeks
>5 years	4 weeks

Employees must give two weeks notice in writing to the NRMA of their termination of employment. If an employee leaves without giving and working out two weeks notice, the employee may forfeit an amount equal to wages in respect of a period equal to that part of the notice which has not been worked. If NRMA does not require the employee to work out their notice the NRMA will pay the employee wages in lieu of notice equal to that part of the notice which has not been worked.

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## Allowances

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### Telephone Allowance

An employee who supplies a telephone number (including a mobile phone) to the employer and can be contacted at that number shall be paid a weekly allowance of \$3.50.

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### First Aid Allowance

An employee shall be paid a weekly allowance of \$7.20, if:

- they have been trained to render first aid, and
  - they are the current holder of appropriate first aid qualifications such as a certificate from the St. John Ambulance or similar, and
  - the employee is appointed by the NRMA to perform first aid duties.
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### Travelling Allowance

Employees who are required to work at a location other than their usual place of employment on a temporary basis are entitled to a travelling allowance to cover travel costs and time.

For more details regarding this allowance refer to the Human Resources Handbook.

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## Uniforms

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### Issue

Each employee may order the corporate uniform to the value of \$450 in each twelve month period.

For more information on the corporate uniform see the Human Resources Handbook.

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### Ownership

Clothing shall remain the property of the staff member and is not required to be returned to the NRMA at the termination of employment.

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### Usage

Staff will wear the supplied uniform supplied by NRMA or suitable business attire of the same standard, other than on special occasions as defined by the respective team manager.

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## Section C Resolving Work Place Issues

### Procedure

**Overview** NRMA expects managers to practice an open door policy so that staff feel free to take issues up at a higher level if they cannot resolve them with their immediate manager. Managers are committed to resolving staff grievances or concerns at first point of contact where possible.

**Grievance Procedure** This procedure will ensure that issues or grievances are resolved quickly, fairly and without disruption to business operations. Where an issue or grievance arises during implementation of this Agreement, it will be settled according to the following procedure:

Step	Action
1	Any person with a request or problem shall first approach the Team Manager to discuss the matter.
2	If not resolved, the employee with a Union Representative will discuss the matter with the Team Manager. If it is a pay or leave entitlement matter, the discussion should include the Human Resources Manager.
3	If still not resolved and the matter is of the nature of a dispute or potentially so the Assistance Services Manager shall be notified in writing by the Union Representative or vice versa.
4	Three notified meetings or appointments for meetings to be held not more than one week apart between the Union Representatives and Management. Unless otherwise mutually agreed, all meetings and/or appointments for meetings between the parties, are to be in normal office hours and at the NRMA's expense.
5	If matter not resolved by those meetings, then not more than one week after the last meeting was, or should have been held, the Union Organiser shall meet with the Assistance Services Manager and the other parties in item 4.
6	No industrial action of any nature to be taken during the utilisation of this grievance procedure. The status quo shall remain until the grievance procedure has been completed. The status quo includes the normal work by employees and all NRMA practices, procedures and policies in place at the time of the grievance.
7	The matter which is the cause of the Grievance/Dispute or Potential Dispute will not be proceeded with until item 5 is concluded provided that in the case of summary dismissal meetings within clause 5 will be completed within four (4) working days.
8	If the matter still has not been resolved, either party may notify the Industrial Relations Commission of NSW to resolve the issue.

**ASU Involvement**

The ASU may provide guidance and assistance to a member at any stage of this process and be in attendance at any interviews between the staff member and management upon request from either party.

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## Section D Workforce Planning

### Overview

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**Introduction** NRMA and the ASU recognise the need to plan for the future. The following clauses provide the mechanisms to create an environment which can better adapt to change in order to maintain a stable workforce.

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**In this section** The following topics are discussed in this section:

<b>Topic</b>	<b>See Page</b>
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## Staffing Levels

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### Overview

NRMA and staff recognise the need to ensure that staffing levels across the Organisation meet customer and business demand. The determination of the number of staff in any location will be the responsibility of the manager of the business unit concerned who will take into account appropriate factors.

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### NRMA Measures

Within the NRMA, these may include, but not restricted to:

- customer satisfaction indicators;
- productivity for paid hours;
- percentage of available time;
- telephone service levels;
- call volumes and trends;
- roster changes;
- expenses; and
- other related indicators e.g. projected staff turnover.

Such indicators can be used to help determine the right balance between delivery of service, cost, and productivity.

Unit performance to measures will be discussed with staff as part of the normal communication meeting process.

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## Achieving the Workforce Plan

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### Overview

NRMA needs to meet business and customer demands and to provide quality service at all times across all locations. In order to do so there must be flexibility in matching staffing levels to business and customer needs on an on-going basis. In most cases it is envisaged that this would be achieved through normal staff turnover or the voluntary movement of staff across the Organisation.

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### Intent of the Clause

It is expected that the need to utilise this clause will occur on an infrequent basis. This clause is not about moving staff from one location to another to meet temporary needs, e.g. to cover short term absences arising from sick or annual leave. Moves made as a result of this clause are permanent. Individuals will only be required to move if their circumstances allow such a move and the Organisation has a business need.

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### Options for Achieving the Workforce Plan

Where voluntary movement, or normal staff turnover is unsuccessful in adjusting staffing levels, NRMA will utilise the following mechanisms:

- transfer of staff to alternative employment
- redeployment/redundancy/retraining
- employment at a lower band

The decision as to which of these mechanisms would be used is determined by the availability or otherwise of suitable alternative employment within NRMA.

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### Avoidance of Retrenchment

Every effort will be made to avoid retrenchment through normal staff turnover, the transfer or voluntary movement of staff, redeployment, relocation, and re-training. Measures will be implemented to limit work demands, overtime and pressure on remaining staff.

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### Advertising Vacant Positions

NRMA remains committed to providing equal opportunities for all staff and will therefore continue to advertise positions internally.

Any full or part time position becoming vacant within Assistance Services shall be advertised internally, e.g. notice boards, jobspot, and may be advertised externally.

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### Staff Selection

NRMA has a policy of promoting the development of staff. All staff are therefore encouraged to apply for vacancies for which they feel suitably qualified.

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## Alternative Employment

### Alternative Employment

If positions have been determined as redundant, NRMA will assess all reasonable alternatives for continuing employment before staff are retrenched.

### Consultation Process

Throughout the process of consultation a representative from Human Resources and the ASU will be involved to ensure the above procedure is followed and the safeguards are adhered to.

Where the Organisation is able to offer suitable alternative employment the following consultation process will apply:

Step	Action
1	Appropriate staffing levels will be determined according to the measures shown in clause named " <i>Staffing Levels</i> ".
2	Where excess staff to customer demand or work levels are recognised, the situation will be explained to all staff in the affected unit, and expressions of interest in moving from the over-staffed location to a specific new position or location will be invited.
3	If nobody expresses an interest, suitably qualified people will be approached to consider moving to the position. Consultation must involve the staff member with both current and prospective managers.
4	If this is not successful, staff will be asked to move to the positions subject to the definitions of suitable alternative employment below.
5	If it is identified that individuals within a location are unable to move to positions currently vacant elsewhere within the Organisation, then the Redeployment/Redundancy process will be applied. (Refer to clause named " <i>Redundancy</i> ").

### Suitable Alternative Employment

Subject to step 1 and 2 above, staff may be requested to move to suitable alternative employment, according to the following conditions:

- the new location is within reasonable distance and travelling time from the staff member's place of residence;
- staff may be moved into a position for which they currently possess the skills and experience required to do the job, without negative impact on their band or salary.

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## Alternative Employment, Continued

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**Safeguards** The following safeguards apply in regard to the Alternative Employment Clause:

- staff will not be required to move to a location where they need to make major changes to their current personal situation such as place of residence or child care, formal community involvement, external study, elder care or employment arrangements of a spouse/partner.
  - following discussions regarding moving, any staff member required to move will receive at least four weeks notice from the time agreement to relocate has been made.
  - throughout the process of consultation a representative from Human Resources and the ASU will be involved to ensure the correct procedure is followed and the safeguards are adhered to.
  - any staff member approached about moving may seek the assistance of a representative from Human Resources, the ASU or another manager or colleague from within their area.
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**Resolving  
Workplace  
Issues**

NRMA will not make requests which require staff to make major changes to their current personal situation, such as place of residence or child care. However, staff who are requested to move, and who believe they can demonstrate the move will result in personal hardship, can utilise the "*Resolving Workplace Issues*" procedures as set out in the clause of the same name.

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**Training**

NRMA will provide training as appropriate for staff transferred to alternative positions.

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# Redundancy

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## Overview

While the previous steps are aimed at retaining staff and maintaining a stable workforce, there will inevitably be some instances where positions become redundant.

If positions have been determined as redundant, NRMA will assess all reasonable alternatives for continuing employment before issuing notices of retrenchment to individual staff.

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## Definition of Redundancy

Redundancy is at the NRMA's instigation only. It is defined as a position, or number of positions, ceasing to exist as a result of a re-Organisation, the adoption of changed business practices, technological change or changes to business levels.

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## Redundancy May Occur When

Positions are redundant not people.

Redundancy may occur when:

- a position no longer exists, e.g. where the duties performed in a position(s) are no longer required to be performed by anyone.
  - a location closes and all positions at that location are no longer required.
  - fewer staff are required to do the available work, e.g. reducing staff numbers to meet customer demands or work levels.
  - jobs at a particular level are substantially changed or restructured, advertised, filled and one or more staff members remain unplaced.
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## When Redundancy Does Not Apply

Redundancy does not apply:

- to staff who leave the Organisation at their own choice;
  - where termination is a result of ill-health in terms of the provisions of the Superannuation Fund;
  - where termination is a result of unsatisfactory performance, dishonesty, fraud, misconduct or other actions warranting dismissal;
  - to temporary staff, and
  - casual staff employed after 3 October 1997.
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## Redundancy, Continued

### Selection Process

Where selection for redundancy is necessary, e.g. where staff numbers within a business unit need to be reduced, performance measures will be used to determine the individuals affected. This means looking at the performance/skills level required in the affected positions and matching these against the individuals employed in the business unit that is being reviewed. In these situations the following process will be followed:

Step	Action
1	Determine the number of "redundant" positions in each location. Note: If a whole location is closing then there is no need to go through the selection exercise.
2	Evaluate the performance/skills of each individual within each affected position or category.
3	Staff within each category are assessed according to performance/skills level by the location/department manager.
4	Prior to any final decisions being made, the assessments, in conjunction with any supporting documents or data are reviewed by the Manager and Human Resources consultant.
5	Following the review the highest assessed performers are selected to continue in their current positions. Those not selected will be issued with redundancy notices.
6	Following this process the individual(s) issued with redundancy notices may choose whether they wish to: <ul style="list-style-type: none"> <li>• remain with the Organisation and obtain alternative employment in line with the organisation's Redeployment Policy, or</li> <li>• leave the Organisation with the retrenchment benefit set-out in the clause named "Retrenchment".</li> </ul>

### Safeguards

To ensure that assessments of individuals remain confidential, and are not used for any other purpose, the following safeguards exist:

- The assessments should only be reviewed by the relevant Manager, and Human Resources. The results of the assessment should not be used for any other purpose e.g. job applications, performance reviews, salary reviews etc.

### Redeployment

Staff may be offered a redeployment period on existing salary and conditions. The actual period of redeployment NRMA will support will be dependent on the likelihood of opportunities arising that match the staff member's skills, experience, qualifications and preferred area of work. This assessment will be carried out by the Unit Manager and Human Resources. During redeployment staff will be given the opportunity to develop new skills and apply for advertised positions whilst continuing to perform meaningful and productive work.

## Retrenchment

<b>When Retrenchment Occurs</b>	Retrenchment occurs where a staff member ceases employment with NRMA because their position becomes redundant.
<b>ASU Notification of Retrenchment</b>	<p>NRMA will advise the State Office of the ASU of the date of the retrenchment and the number of position(s) to be made redundant at the earliest opportunity prior to issuing notice of retrenchment to affected staff.</p> <p>On the date on which retrenchments occur, NRMA shall provide the ASU with access and facilities to meet with the redundant staff.</p>
<b>Retrenchment Provisions</b>	<p>The following retrenchment provisions apply:</p> <ul style="list-style-type: none"><li>• All staff to be retrenched will be given the maximum forewarning of at least eight weeks written notice or payment in lieu of notice.</li><li>• Where a staff member receives notice of retrenchment, rather than pay in lieu, that staff member will receive reasonable time off to seek new employment external to NRMA. Where a staff member finds new employment during the period of notice that staff member will receive the retrenchment provisions prescribed in this Agreement, less any of the period of notice worked.</li><li>• The staff member will receive three weeks pay for each year of service with a minimum of three weeks and a maximum of 75 weeks payment. Pro-rata payment, will be made for the final year of service.</li></ul> <p>Employees with less than 12 months service will not be entitled to the three weeks severance pay.</p>
<b>Salary</b>	Salary is defined as award weekly rate (ordinary pay). Staff who have changed between full-time and part-time employment will have their entitlements calculated on a pro-rata basis.
<b>Annual leave</b>	Each staff member will receive a pro rata payment in lieu of any annual leave accrued but not yet taken, plus loading which would otherwise have been paid on that leave.
<b>Long Service Leave</b>	Each staff member with more than 5 years continuous service with NRMA will receive pro-rata payment for accrued long service leave.
<b>Superannuation</b>	Contributory members of NRMA Staff Superannuation Plan who qualify are eligible for a redundancy benefit in accordance with the provisions of the Trust Deed.
<b>Services</b>	Where appropriate, outplacement, counselling, taxation and financial planning services will be provided by NRMA.

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## Employment at a Lower Salary Range

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### Options

As an alternative to retrenchment, and in the absence of any suitable positions being available at the staff member's current salary range, NRMA may offer the option of continued employment at a lower salary range on the following basis:

1. The offer is an alternative to retrenchment with the objective of allowing the staff member to continue in employment.
  2. The staff member's rate of pay for the old position will remain at its current level until overtaken by the rate of pay for the new position.
  3. A trial period of up to two months in the new position will be available. Should either the staff member or NRMA find that the employment is unsuitable, the staff member's service may be terminated without loss of entitlement to retrenchment payments calculated to the date the service actually ends.
-

## Section E Hours

### Overview

#### Intent

This Agreement envisages staff and management working together to achieve NRMA's business needs, while ensuring that staff's personal needs which arise when combining their work and personal responsibilities, are properly considered.

This clause does not increase the hours staff work, but provides greater flexibility to when they work. The intent is not to force current staff to alter their hours of work beyond past roster times where previously agreed. Under this clause current staff can volunteer to vary their hours to suit their own needs in the wider span.

However, there will be times when rosters need to change to conform with the ever changing business and customer needs and operational requirements.

#### Implementation

NRMA and ASU are committed to the involvement of staff in the implementation of more flexible working patterns.

NRMA will develop a process of education and training for managers and staff to develop the knowledge and skills necessary for implementing and managing flexible working arrangements. NRMA will involve ASU in the development of this process by seeking their input and comment during its development.

#### In this section

The following topics are covered in this section:

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## Span of Hours

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**Overview** The span of hours for both existing and new shifts has been increased to allow greater flexibility in meeting customer demands. This clause does not increase the hours a staff member works, but provides greater flexibility to when their hours can be worked.

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**Span of Hours** The manager, in consultation with staff of a business unit will, on the basis of an assessment of business need, determine the appropriate hours of business.

Several factors need to be considered, and is not restricted to, but may include:

- customer demands
  - lease requirements
  - competitor operating hours.
- 

**Definition of a Business Unit** A "business unit", for the purposes of determining the appropriate span of hours, means that group of staff within a division or department.

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## Ordinary Hours of Work

### How Hours are Determined

Ordinary hours of work for staff are based on working the standard hours, or in the case of part-timers, their contracted hours over a four weekly cycle.

Ordinary hours of duty (i.e. hours paid at single time) shall be on a continuous rotating shift system; and shall not exceed:

- 8½ hours unbroken per day by mutual agreement;
- 152 hours per 4 week cycle.

A new roster will be drawn up that meets the business needs. Discussions will be conducted with relevant staff over a 2 week period to address staff issues and where possible, changes will be made to the roster to meet the needs of the staff. Once discussions are completed, the new roster will be posted at least 2 weeks prior to the beginning of a new cycle.

### Meal Breaks – Shift Workers

Shift workers shall be allowed thirty minutes for a meal break and such time will be counted as time worked.

The present practice of allowing ten minute tea breaks will continue in accordance with the following:

- staff that work more than 2 hours and up to 5 hours are entitled to 1 coffee break.
- staff that work more than 5 hours and up to 6.5 hours are entitled to 1 coffee break and 1 meal break.
- staff that work more than 6.5 hours are entitled to 2 coffee breaks and 1 meal break.

### Meal Breaks – Day Shift Workers

Day Shift workers shall be entitled to an unpaid meal break of at least thirty minutes. All meal breaks are unpaid, including those during periods of overtime.

Day Shift workers are entitled to one paid 10 minute coffee break in the first half of their shift and one paid 10 minute coffee break in the second half.

### Days worked

Staff are not rostered to work more than five consecutive days in any 7 day period.

### Christmas Day

- For all time worked on Christmas Day double time, calculated on the Award Wage (ordinary hours), will be paid in addition to normal wages.
- The customary meal will be provided by the NRMA.
- A meal break period of one hour without loss of pay will apply to all staff who have worked in excess of four hours.

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## Shift Work

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### Definitions

“Day Shift”	means any shift commencing between 5 am and 12 noon inclusive
“Afternoon Shift”	means any shift commencing after 12 noon and finishing on or before 12 midnight.
“Night Shift”	means any shift ceasing between 12.00 midnight and 7 am.
“Day Work”	means any permanent arrangement where staff work between the hours of 7:00 am and 7:00 pm Monday to Friday inclusive

The categories of staff that may be employed under this agreement are as follows:-

Full-Time Rotating Shift employee, Full-Time Day Work employee, Part-Time Shift employee, Part-Time Day Work employee, Midnight Shift employee, Permanent Midnight employee, Casual employee, Temporary employee.

---

## Day Work

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### Hours

Ordinary hours for day workers will be 38 per week. Ordinary hours may be worked between 7.00 am and 7.00 pm Monday to Friday.

No current staff employed as shift workers will be forced to transfer to day work.

---

### Public Holidays

New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen’s Birthday, Eight Hour Day, Christmas and Boxing Day and any other day gazetted as a public holiday for NSW are public holidays. Staff employed in the ACT are entitled to Canberra day.

Staff employed as day workers are also entitled to one additional day of annual leave each year in lieu of picnic day.

For work done on public holidays, double time and one half, which includes normal pay, will be paid with a minimum payment as for four hours work.

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## Establishing and Varying Ordinary Hours

### Overview

The intent of this clause is not to force current staff to alter their hours of work beyond the current span of hours under the previous Award where previously agreed.

Under this clause current staff can volunteer to vary their hours to suit their own needs in the wider span. If the business needs to vary staff numbers to meet demand, and no current staff volunteer, the business may employ additional staff to cover the additional requirements, or may in accordance with the consultation process below, give notice of a variation to the established pattern of hours.

### Consultation Process

Throughout the process of consultation a representative from Human Resources and/or the ASU will be involved to ensure the following procedure is followed:

Step	Action
1	When the Manager of a Business Unit recognises the need to review the hours of operation, they must inform the ASU. Representatives of Human Resources and the ASU will attend all meetings regarding the proposed change to operation hours and will ensure the correct process, as outlined below, is followed and safety issues are considered.
2	Business needs and operational requirements of the unit are determined by the manager, with input from staff of the business unit.
3	A comparison of the required and current staff levels is made to determine the fit within the proposed operating hours. Shortfalls and surpluses are identified.
4	Volunteers to work the new spread of hours are called for.
5	Through individual discussion, group discussion, or both, volunteers individual work schedule requirements and preferences are determined. Particular note is made of the volunteers: <ul style="list-style-type: none"> <li>• preferred working hours,</li> <li>• family and personal commitments, and</li> <li>• safety issues</li> </ul>
6	Where there are not sufficient volunteers, the business may employ additional staff to cover the additional requirements or give 14 days notice of variation to the established pattern of hours.
7	If a new roster is created by the staff of the business unit but it does not meet the requirements as set out in this agreement, members of this agreement can majority vote 75% to implement the roster.

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## **Establishing and Varying Ordinary Hours, Continued**

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### **Establishing a Pattern of Hours**

Each staff member will have established at least 14 days prior to the beginning of a four weekly cycle a pattern of hours within the business unit's determined span of hours.

---

### **Varying the Established Pattern of Hours**

Managers and staff may make temporary or long term changes to the roster as a result of any changes to the business needs and operational requirements, (e.g. earthquake), or personal circumstances of the staff member both before and within any given cycle.

Where practical the request shall be made at least 24 hours in advance.

---

### **Dispute Settling**

Should a staff member disagree with the manager's determination of working hours the matter will be dealt with in accordance with the "*Resolving Workplace Issues*" procedure as set out in this Agreement. If there is disagreement regarding working hours or rosters, the old roster will apply until the matter is resolved.

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## Overtime

**Rate** Payment at the rate of double time shall be paid on the award wage, for all work performed:

**Rotating**

- in excess of 7.6 hours in any shift for staff or outside the rostered hours of any shift for Full Time staff;
- on a rostered day off;
- on the second shift when an employee is required to work two shifts in immediate succession;

**Day** Permanent day workers shall be paid:

- for all time worked outside the ordinary hours of Work on Monday to Friday and on Saturday at the rate of time and half for the first two hours and double time thereafter.
- Double time for work done on Sundays and
- double time and half for work done on Public Holidays.

Overtime worked on a public holiday will be paid at the rate of double time and a half.

**Breaks** When overtime work is necessary it shall, whenever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

**No Penalties** An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least eight consecutive hours off duty between those times, shall, be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If under the instruction of the NRMA, such an employee resumes or continues work without having had eight consecutive hours off duty the employee shall be paid at double time until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.

**Allocation of Overtime** To ensure overtime is equally available to all staff, overtime will be offered to staff in a manner which equalises the opportunity for overtime income.

The lowest overtime earner will be first offered and so on. However, in certain occasions it may be necessary to offer overtime to staff with specific skills if these are not already available in the team.

Only one "overtime graph" will be maintained for Assistance Services. This will be updated weekly. A copy will be available for staff registered view.

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## Overtime, Continued

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### Call Out Procedures

#### Any Shift

The person lowest on the overtime graph will be contacted first and then progressively up the list to the highest person on the overtime graph or until all the overtime available has been allocated.

These are for minimum 4 hour Call Outs.

Early starts and workbacks will be given 1<sup>st</sup> priority for periods of less than 4 hours

The above clause does not remove the right of Management to suspend an employee from the availability of overtime, after the counselling procedure has been implemented, either for poor attendance or poor performance.

Staff who have accepted a pre-arranged Call Out must notify the shift manager on the day before the scheduled time of the overtime if the staff member wishes to cancel the Call Out. If this procedure is not followed, the staff member will have the hours for the anticipated Call Out allocated to them on the overtime graph as if they had worked the Call Out.

---

### Work Backs

General practice has been to replace any staff with Work Backs, e.g. due to sick leave etc.

Some variation to this has been used on occasion, where a staff member calls sick before noon, an attempt to obtain a Day Off Call Out is made.

---

### Meal Money

An employee shall be paid a meal allowance of **\$10.70** when overtime on the completion of the shift exceeds one hour and again when it exceeds four hours.

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### Payment

Meal money shall be paid as a part of the normal weekly payroll system.

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## Overtime, Continued

### Meal Break

An employee shall be provided with a meal break period of 30 minutes without loss of pay when overtime on the completion of the shift exceeds two hours and again when it exceeds a further four hours and then in excess of each subsequent four hour period. The employee shall also be provided with a meal break period when required to work overtime in excess of each four hour period before the commencement of the shift or on their rostered day off.

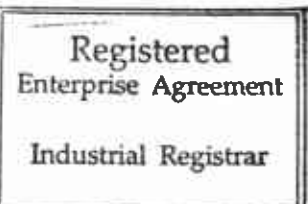
The present practice of coffee breaks in addition to the meal break will continue.

The following entitlements apply for meal and coffee breaks for Callouts or Early starts:

Hours Worked	Entitlement
>2 to 5 hours	1 coffee break
>5 to 6.5 hours	1 coffee and 1 meal break
>6.5 hours	2 coffee breaks and 1 meal break

### Light Duties

Staff who are on restricted duties due to ill health will be excluded from the overtime graph to assist in their speedy recovery.





## Part-Time Shift Workers

<b>Overview</b>	NRMA is committed to providing opportunities for staff to work on a part-time basis.
<b>Definition</b>	A Part-Time shift worker is a person who works a shift anytime between Monday and Sunday.
<b>Salary</b>	Part-time staff are paid an hourly rate calculated by dividing the appropriate salary by the number of hours worked by full time staff. The appropriate salary is determined by the range into which the part-time staff member's job falls.
<b>Shift Allowance</b>	The shift allowance will be paid on all shift hours worked, but it will not be paid on overtime hours worked.
<b>Overtime</b>	<p>Part-time staff may on occasions be required to work in excess of their normal pattern of hours. The requirement to do so should occur on an irregular basis only.</p> <p>Under this Agreement part-time staff can work less than 152 hours in each 4 week cycle. If required to work, or to attend training sessions in excess of their normal pattern of hours, other than Rostered Days Off, a part-time staff member is paid at the single hourly rate for all time up to 7.6 hours per shift and 38 hours per week. After 7.6 hours work on one shift payment is at time-and-a-half for the first two hours then double time on the Award Wage.</p>
<b>Weekend Day Off</b>	In consultation with their Manager the Part-Time shift workers will nominate two days off as their "Weekend Days Off". If Part-Time shift workers work on these two days they will be paid at the rate of double time on the Award wage.
<b>Rostered Days Off</b>	A Rostered day off is any day other than a Weekend day or a normal working day.
<b>Call Out</b>	Payment is at the ordinary rate of pay other than for Weekends with a minimum payment as for 4 hours worked. 10% loading applies if worked outside of the 7am – 7pm Monday – Friday span of hours.
<b>Meal Break on a Shift</b>	Part-time staff are entitled to half an hour paid meal break when working in <u>excess</u> of 5 hours.
<b>Meal Break on a Call Out</b>	Part-time staff are entitled to half an hour paid meal break when working in <u>excess</u> of 5 hours.
<b>Meal Money on a Shift</b>	Part-Time staff are entitled to one payment of meal money if they work in excess of 8.6 hours in one shift. i.e. 7.6 hours at the normal rate of pay then 1 hour of overtime. Meal money is paid again if the employee works in excess of 5 hours overtime.
<b>Meal Money on Call Out</b>	Part-Time staff are entitled to one payment of meal money if they work in <u>excess</u> of 5 hours.

---

**Return To Work After Shift Has Been Completed** Payment is the same as for Call Out. Meal Break and Meal Money is the same as for Call Out.

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**Leave Entitlements** A part-time staff member is entitled to payments in respect of annual leave, sick leave, and all other authorised leave on a proportionate basis.

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**Promotional Opportunities** Part-time staff are entitled to equal access to all relevant training and promotional opportunities.

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**Converting From Full-Time Employment** A full time staff member who converts to part-time employment will transfer all accrued Award and legislative entitlements and their employment is deemed to be continuous.

No existing full-time staff member shall be transferred by NRMA to part-time employment without the agreement of the staff member.

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# Casual Employment

## Overview

A casual employee will mean an employee who does not work regular hours or days and who is only utilised on an on-call basis.

## Payment of Wages

Casual employees may be employed for a maximum of 1000 hours per calendar year.

Casual employees shall be paid as follows:

Term	Condition
1.	For work done between 7.30 am and 5.30 p.m., Monday to Friday inclusive, an amount equal to 1/38th of the salary range, in addition to a loading of 20% of that salary for each hour worked.
2.	The appropriate weekly salary will be that determined by the range into which the casual staff member's job falls.
3.	The 20% loading prescribed above is in lieu of annual leave, sick leave and public holidays provisions and to compensate for the nature of casual employment.
4.	For work done during any shift as defined in the clause Shift Work.
5.	In addition to the amounts as defined above, casual employees shall be paid: <ul style="list-style-type: none"><li>• time and a half for work done on Saturdays</li><li>• double time for work done on Sundays</li><li>• double time and a half for work done on Public Holidays.</li></ul>



## Section F Leave

### Overview

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**Introduction** This clause includes all aspects of leave.

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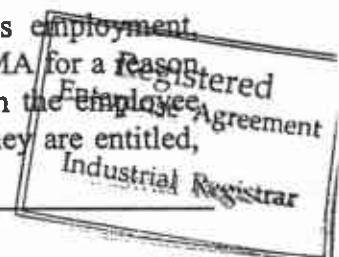
**In this section** The following topics are covered in this section:

Topic	See Page
Annual Leave	35
Sick Leave	36
Long Service Leave	38
Parental and Child Care Leave	41
Parental Leave - Return to Own Job	43
Personal/Carer's Leave	44
Bereavement Leave	48
Jury Service	49

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## Annual Leave

<b>Intent</b>	The intent of annual leave is to provide staff with an opportunity to take an extended break from work. Therefore, staff should be encouraged to take their annual leave within a reasonable period of its accrual.
<b>Entitlement – Rotating Shift Workers</b>	Shift workers will be entitled to thirty (30) paid days annual leave which may be taken consecutively with the addition of normal days off.
<b>Entitlement – Fixed Shift / Day Workers</b>	Fixed shift workers and Day workers will be entitled to four weeks annual leave in accordance with the Annual Holidays Act 1944.
<b>Scheduling Leave</b>	<p>The NRMA shall fix the time of taking leave so that the leave due will be wholly given in one continuous period within eighteen months after the beginning of the period of service in respect of which leave is due. However, by mutual agreement with management leave may be taken in two or more separate periods. In addition, staff can utilise up to five days of their annual leave as single day leave subject to the agreement of management.</p> <p>In applying these arrangements, managers and staff should consider the:</p> <ol style="list-style-type: none"><li>1. work requirements of the area,</li><li>2. staff member's health and well being.</li></ol>
<b>Payment</b>	<p>Each employee shall be paid the amount of Total Wage they would have received in respect of ordinary time which they would have worked had they not been on leave during the relevant periods.</p> <p>No payment will be made in advance for leave that has not been earned.</p>
<b>Termination of Employment</b>	Any employee who voluntarily leaves or is discharged from their employment shall receive pro rata annual leave for each completed week of service since their last entitlement date or since their employment date, if employed less than 12 months, as the case may be less any annual leave taken.
<b>Leave Loading</b>	<p>A leave loading is payable at the rate of 17.5% of the appropriate Award Wage effective at the time of commencing his or her annual holiday but shall not include allowances, penalty rates, shift allowances, overtime rates or any payments prescribed by this Agreement.</p> <p>No loading is payable to an employee who takes an annual holiday in advance, provided that if employment continues until the day the employee becomes entitled to an annual holiday the loading becomes payable calculated using the Award Wage payable on that day.</p> <p>No loading is payable on termination of an employee's employment, provided that when an employee is terminated by the NRMA for a reason other than misconduct, and at the time of the termination the employee has not taken the whole of an annual holiday to which they are entitled, they shall be paid a loading for the period not taken.</p>



## Sick Leave

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**Overview** The NRMA's overall philosophy concerning absences is that anyone who has a genuine illness or a genuine need to consult a doctor, specialist, dentist or any other medical practitioner during working hours should not be disadvantaged in line with the entitlements set out below.

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**Notification** Employees unable to attend work must advise a Team Manager or Manager Assistance Services of their inability to attend work as early as possible and give an estimate of the likely duration of their absence.

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**Proof of Illness** A medical certificate is required for any absence where the duration is more than 2 consecutive days. In addition, a medical certificate is required where absences total more than four days in a year, based on anniversary of employment.

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**Non Payment** Employees applying for sick leave shall have regard to the trust and responsibility given to them by the NRMA. Where this trust and responsibility is ignored or abused the NRMA may suspend paying sick leave.

Circumstances where this may be deemed necessary include:

- a pattern of frequent single day or short duration absences
  - a pattern of absences immediately before or after a public holiday, weekend or period of leave.
- 

**Reinstatement for Leave** If an employee suffers illness or incapacity for a period of more than 5 days whilst on annual leave and the illness or incapacity is supported by a medical certificate, then the appropriate period of annual leave may be reinstated.

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**Amount of Leave** Full-time employees covered by this Agreement are entitled to

Year of Service	Days Sick Leave
1st	8
2nd	10
3 <sup>rd</sup> and subsequent	12

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## Sick Leave, Continued

Part- time employees covered by this Agreement are entitled to :

No of days worked per week	1st Year	2nd Year	3rd Year and every Year thereafter
1	2	2	2
2	3	4	5
3	5	6	7
4	6	8	10
5	8	10	12

**Unused Leave** Unused Sick Leave is accumulative up to a maximum of 52 working weeks. Untaken Sick Leave, upon termination or retirement from the NRMA, will not be paid out.

**Establishing Credits** In order to establish credit for each staff member, the following principles will apply:

- All employees are to be credited on the basis of their commencing date of employment and each subsequent anniversary of that date.
- The credits established will then be reduced by all paid Sick Leave taken.



## Long Service Leave

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### Overview

The following Long Service Leave provisions apply to all employees in the State of New South Wales except employees under Federal Awards which regulate Long Service Leave or to employers who have been granted exemption by the Industrial Relations Commission of NSW.

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### Amount of Leave

The amount of Leave shall be the sum of the following:

- (i) An amount calculated on the basis of three months for twenty years service in respect of the period of service before 1 April 1963.
  - (ii) An amount calculated on the basis of two months for ten years service in respect of the period of service on and from 1 April 1963.
- 

### Completed 5 But Less Than 10 Years Adult Service

Entitled to Pro rata Benefits:

- (i) If dismissed for any reason other than serious and willful misconduct.
  - (ii) If an employee terminates on account of illness, incapacity or domestic or other pressing necessity.
  - (iii) By reason of the death of the employee.
- Not entitled to Pro rata Long Service Leave if you are retiring, must have 10 Years Service.
- 

### Completed at Least 10 But Less than 15 Years

(including service as a Junior)

Entitled to Pro rata Benefits (regardless of the reason for termination) for the actual period of service inclusive of any broken part of a years service.

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### Completed at Least 15 Years Service

(including service as a Junior)

Entitled to Pro rata Benefits (regardless of the reason for termination) for each completed year of service.

(NB: any broken part of a years service rendered to be disregarded).

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## Long Service Leave, Continued

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<b>Payment for Period of Leave</b>	<p>Except on termination, payment shall not be made in lieu of Leave. Leave shall be paid for at the employees ordinary rate of pay.</p> <p><b>Ordinary Pay shall not include:</b> Shift Allowances, Overtime, Penalty Rates or Other Allowances.</p> <p><b>Ordinary Pay shall include:</b> Weekly Average of Over Award Payments, Bonuses, Incentive or other Similar Payments.</p> <p><b>System of Payment:</b> In advance. At the same time as payment would have been made if the employee had remained on duty. In any other agreed way.</p> <p><b>On Termination:</b> Payment shall be made in a Lump Sum on cessation of Employment.</p> <p><b>On Death:</b> Upon request of employees personal representative. Payment in this case is made only on production of Probate or Letters of Administration.</p>
<b>Time of Taking Leave</b>	<p>Leave shall be granted by the employer as soon as practicable, having regard to the needs of the establishment or if Leave is broken at such time or times as may be agreed between the employer and employee.</p>
<b>Granting Leave in Advance</b>	<p>An employer may, by agreement with the employee, allow long service leave before the right thereto has accrued due, provided that the period of such leave is not less than one months duration and the employee has completed at least 5 years service by the start of the leave. Any leave taken in excess of the amount that has accrued must be taken as unpaid leave.</p> <p>Should the employment be subsequently terminated, the employer may deduct ordinary pay for the period of the leave granted in advance from whatever remuneration is then payable to the worker upon termination.</p>
<b>Notice to Take Leave</b>	<p>Except where an employee agrees otherwise, the employer shall give at least twenty eight days notice.</p>

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## Long Service Leave, Continued

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**Broken Leave** Leave shall be granted and taken in one continuous period, or if employer and employee so agree, in the following separate periods and not otherwise:

- (i) 8 weeks leave in 2 separate periods.
  - (ii) more than 8 weeks leave in 2, 3 or 4 separate periods.
- 

**Holidays and Annual Leave** The Leave is exclusive of Annual Leave.

Where a Public Holiday occurs during a workers period of Long Service Leave and the worker is entitled to payment for the Holiday under an Award, Industrial Agreement or under the Contract of Employment, the period of Long Service Leave shall be increased by one day in respect of the Public Holiday.

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**Casual Entitlements** Casuals who complete the minimum qualifying period of long service with one employer are now entitled to leave on the same basis as permanent's and full timers, but proportionately.

Casuals, however, can only count service after 8 May 1985. This means that casuals who stick with one employer will not qualify for pro rata payments until 8 May 1990 and full leave entitlements until 8 May 1995. A casual employee is only entitled to long service leave payments if they have had less than 2 months gap between each period of employment with NRMA.

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# Parental and Child Care Leave

**Intent**

NRMA recognises the value of staff and encourages their return to work and continuation of employment following Parental Leave. Results of the Work and Family Survey (1993) indicate that a large number of staff desire a longer period of time away from work to care for their children.

As part of NRMA's commitment to introducing family friendly policies, as well as aiming for increased flexibility in the workplace, staff are permitted to take an extended period of unpaid leave for up to 2 years, subject to certain conditions.

**Child Care Leave**

In addition to the current Parental Leave entitlement, Childcare Leave will be introduced. Childcare Leave is an additional 12 months leave available to any staff member who has taken a period of Parental Leave to attend family responsibilities, up until a child is 6 years of age. Childcare Leave will be available to those staff who have commenced Parental Leave since 1 January 1996.

**Options of Leave**

A combination of Parental and Childcare Leave can be taken as one of the following options:

**Option 1**

A 2 year continuous period comprising 12 months Parental Leave (maternity, paternity or adoption leave as per current entitlement) in conjunction with an additional 12 months Childcare Leave.

<b>12 Months Parental Leave</b>	<b>Up to 12 months Child Care Leave</b>
---------------------------------	---

Maximum 2 years at once

**Option 2**

A 12 month period of Parental Leave (maternity, paternity or adoption leave) plus 2 additional blocks of up to 6 months Childcare Leave. The first block of childcare leave is to be taken in conjunction with Parental leave. The second block is available to be taken up until the child is 6 years of age.

<b>Up to 12 months PL</b>	<b>up to 6 months CCL</b>	<b>up to 6 months CCL</b>
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Maximum 2 years taken in stages

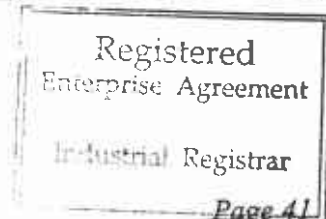
**Option 3**

12 months Parental Leave (maternity, paternity or adoption leave as per current entitlement), with an additional 12 months Childcare Leave taken at a later time.

<b>Up to 12 months PL</b>	<b>12 months CCL</b>
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Maximum 2 years taken in 2 lots

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## Parental and Child Care Leave, Continued

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### **Untaken Leave**

Untaken periods of Childcare Leave are not accumulated. As per the current Parental Leave entitlement any leave not taken is lost. While the birth of a second or subsequent child will cancel out any period of Childcare Leave not already taken from the first entitlement, a staff member would be eligible for a further period of Childcare Leave.

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### **Conditions**

Conditions of Parental Leave remain the same as the current Award entitlement. However, the conditions applying to Childcare Leave differ slightly from Parental Leave conditions. Details of these conditions are included in the Human Resources Handbook.

Where appropriate, staff on Parental and Childcare Leave may participate in training courses to update their knowledge of current technology, policy changes etc. during their leave.

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## Parental Leave - Return to Own Job

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### Overview

NRMA reaffirms its commitment to treating all staff equally and therefore staff on Parental Leave will not be treated less favourably when and if restructuring occurs.

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### Re - commencing Employment

NRMA acknowledges that staff on Parental Leave are entitled to return to their own position at the end of their leave provided that position still exists. Where such position no longer exists, the staff member is entitled to a position comparable in status and pay to that of their former position.

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### Casual Work During Parental Leave

Staff may undertake casual employment with NRMA while on Parental or Childcare Leave. Such a staff member is to be employed as a Casual, as stated in the clause named "*Casual Employment*" of this Agreement. This employment will not alter the staff member's contract of employment nor affect any Parental or Childcare Leave entitlements.

Staff are prohibited from working for another Organisation while on Parental and Childcare Leave.

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## Personal/Carer's Leave

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### Overview

NRMA has progressively implemented a strategic approach to work and family management to ensure the Organisation meets both its business goals and employee needs on a continuing basis, providing a stable workforce and better customer service.

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### Leave Entitlements

In order to assist staff to manage these issues, staff may use one of the following (this provision does not apply to casual employees):

- use of sick leave
  - annual leave
  - unpaid leave for family purpose
  - time off in lieu of payment for overtime
  - make-up time
  - rostered days off
- 

### Family Members

The entitlement to use sick leave in accordance with this sub clause is subject to:

1. The employees being responsible for the care and support of the person concerned; and
2. The person concerned being:
  - a spouse of the employee; or
  - a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - a relative of the employee who is a member of the same household, where for the purposes of this paragraph:-
    - a) "relative" means a person related by blood, marriage or affinity;
    - b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - c) "household" means a family group living in the same domestic dwelling.

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## Personal/Carer's Leave, Continued

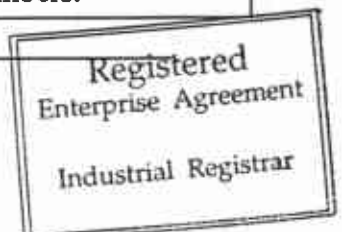
An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, their reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

### Family Sick Leave

NRMA and the ASU agree to allow staff to use their personal sick leave entitlements for family members who are ill. The following table outlines the specific elements of family sick leave:

Term	Condition
Purpose	<ul style="list-style-type: none"> <li>Caring for a family member who is ill and/or taking them to a medical appointment, e.g. doctor, dentist, specialist etc.</li> </ul>
Entitlement	<ul style="list-style-type: none"> <li>Full time and part time staff covered by this Agreement receive sick leave as per the current entitlement which can be used for themselves as well as family members.</li> <li>Staff may use as many days as is necessary for family illness, depending on their current entitlement. Staff are encouraged to manage their sick leave entitlement so they have leave remaining for themselves.</li> <li>Days may be taken as full or half days. Sick leave is accumulative up to a maximum of 52 working weeks. Untaken sick leave upon termination or retirement from NRMA is not paid out.</li> </ul>
Notification	Staff should notify their manager as soon as possible of any family sick leave to be taken.
Proof (if required)	<ul style="list-style-type: none"> <li>As per current entitlement, up to four single sick days per annum may be taken for personal use without producing a medical certificate. A certificate may be required for all absences in excess of two consecutive days.</li> <li>All sick leave taken to care for a family member, must be supported by satisfactory evidence, e.g. medical certificate, doctors referral etc., and the reasons specified on the Sick Leave form. The four single days rule does not apply to leave taken for family members.</li> </ul>

*Continued on next page*



## Personal/Carer's Leave, Continued

**Annual Leave** A staff member may with the agreement of their manager, take annual leave to care for ill family members.

Term	Condition
Purpose	Caring for a family member who is ill.
Entitlement	Annual leave may be taken in single day periods not exceeding five days in any calendar year.
Notification	<ul style="list-style-type: none"> <li>• Where possible the staff member should provide their manager with prior notice of the absence, the reason for taking the annual leave and an estimate of the likely duration.</li> <li>• Where it is not possible to give prior notice, the staff member will notify their manager as early as possible on the day.</li> </ul>
Proof (if required)	Annual leave used without prior notice for a family member who is ill must be supported by a medical certificate or other satisfactory evidence.

**Family Illness or Incapacity While on Normal Annual Leave** Where a staff member cares for a dependant who is sick for five days or more during their annual leave then the period of annual leave may be reinstated and be deducted from the staff member's sick leave instead. This only applies where the illness or incapacity is supported by a medical certificate, and the staff member has a sufficient sick leave entitlement.

**Unpaid Leave for Family Purpose** An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 'Family Members'.

**Time Off in Lieu of Payment for Overtime**

1. An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
2. Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
3. If, having elected to take time as leave in accordance with 1. above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
4. Where no election is made in accordance with 1. above, the employee shall be paid overtime rates in accordance with the award.

*Continued on next page*

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## Personal/Carer's Leave, Continued

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### Make-up Time

1. An employee may elect, with the consent of the employer, to work "make-up" time, under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  2. An employee on shift work may elect with the consent of their employer, to work "make-up time", (under which the employee takes time off during ordinary hours, and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
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## Bereavement Leave

### Bereavement Leave

Bereavement leave refers to a maximum of two days without loss of pay on each occasion, which may be used as follows:

Term	Condition
Purpose	Refer to page 48 Personal/Carer's Leave for the definition of a family member.
Entitlement	<ul style="list-style-type: none"> <li>• A maximum of two days without loss of pay on each occasion, which may be used for the above purpose only.</li> <li>• The granting of compassionate leave in the event of the death of other family members or friends is at the Manager's discretion and may be taken as compassionate leave using leave without pay.</li> <li>• Such leave may be taken as full or half days and does not accumulate from year to year. Staff entitlement will be updated annually.</li> </ul>
Notification	<ul style="list-style-type: none"> <li>• Where possible, the staff member shall provide their manager with prior notice of the absence, the reasons for taking the leave and an estimate of the likely duration.</li> <li>• Where it is not possible to give prior notice of the absence, the staff member will notify their manager as early as possible on the day of the absence.</li> </ul>
Proof (if required)	<ul style="list-style-type: none"> <li>• All absences of more than one day must be supported by satisfactory evidence.</li> </ul>



## Jury Service

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**Payment**

An employee required to attend for jury service or as a witness during their ordinary rostered hours shall be reimbursed by the NRMA an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service or as witness.

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**Notification**

The employee shall notify the NRMA as soon as possible of the date upon which they are required to attend for jury service.

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**Proof**

The employee shall give the NRMA proof of their attendance, the duration of such attendance and the amount received in respect of such jury service or as a witness.

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## Section G NRMA/ASU Initiatives

### Overview

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**Introduction** As part of the Enterprise Agreement, NRMA and the ASU have committed to the principle of continuous improvement. The focus of this commitment is to identify areas of improvement throughout the enterprise to ensure enterprise longevity and job security for all employees.

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**In this section** The following topics, which are included in this section, have been identified as particular initiatives which will be addressed during the life of this agreement.

Topic	See Page
Childcare	51
Performance Planning	52
External Study Incentives	54
Career Management Process	55
Occupational Health and Safety	56
Consultation and Protection	57
Telephone Monitoring	58
Telephone Call Recording	59
Superannuation	60
Working From Home	60

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## Childcare

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### Overview

NRMA is committed to assisting staff with childcare issues. NRMA's Work and Family Survey (1993) indicated that the most significant problem associated with childcare was finding a suitable place for children, especially those under 2 years old.

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### Childcare Referral Service

The Childcare Referral Service will be updated regularly to better meet the needs of staff who use it. The database has been enhanced to include elder care and country childcare places.

---

### Staff Training and Childcare Commitments

NRMA is committed to assisting any staff member who may experience difficulty in attending training courses because of existing childcare commitments. Any staff member who requires assistance will have their request favourably considered.

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# Performance Planning

## Overview

NRMA and the ASU recognise the value of the Performance Planning system in order to ensure the alignment of staff contribution with NRMA's goals.

## Performance Planning Kit

The Performance Planning Kit describes the process for addressing any concerns through line management and is available from Human Resources.

## Counselling Guidelines

When counselling staff on their unsatisfactory work performance or poor attendance (e.g. frequently late for work or have had more than accrued sick days off in the year) the following guidelines are to be followed. Managers should follow the process as documented on the following page.

All employees have the right to reply to issues raised in a counselling discussion.

	Guidelines
1.	All interviews, should be documented with copies of what was discussed sent to the Human Resources Manager. The documentation should indicate the date that counselling took place, who was present, the objectives that were set and when the next review will occur.  The 'Minutes of Discussion' form should be used when documenting counselling discussions. The employee should sign any documentation. If the employee refuses to sign the document then the Manager should state on the bottom of the form that the employee has read the document and has refused to sign it.
2.	In counselling the employee he/she must be told exactly in which areas their performance is unsatisfactory. All discussions should be accurately documented. Employees have the right to be provided with a copy of any customer complaint letters, with the customer details removed, upon request.
3.	The employee must have clear concise objectives set for them. It should be explained that these are the minimum performance requirements for the position.
4.	A period to allow the employee to improve must be set. This should be a minimum of 4 weeks in most cases. At each stage of counselling the Manager should endeavour to assist the employee, within reason, to improve their performance.
5.	At the 3rd interview it should be clearly stated to the employee and documented, that if the minimum standards set are not met then the employee will be dismissed.
6.	Should it become necessary to dismiss the employee then payment in lieu of notice will be given.

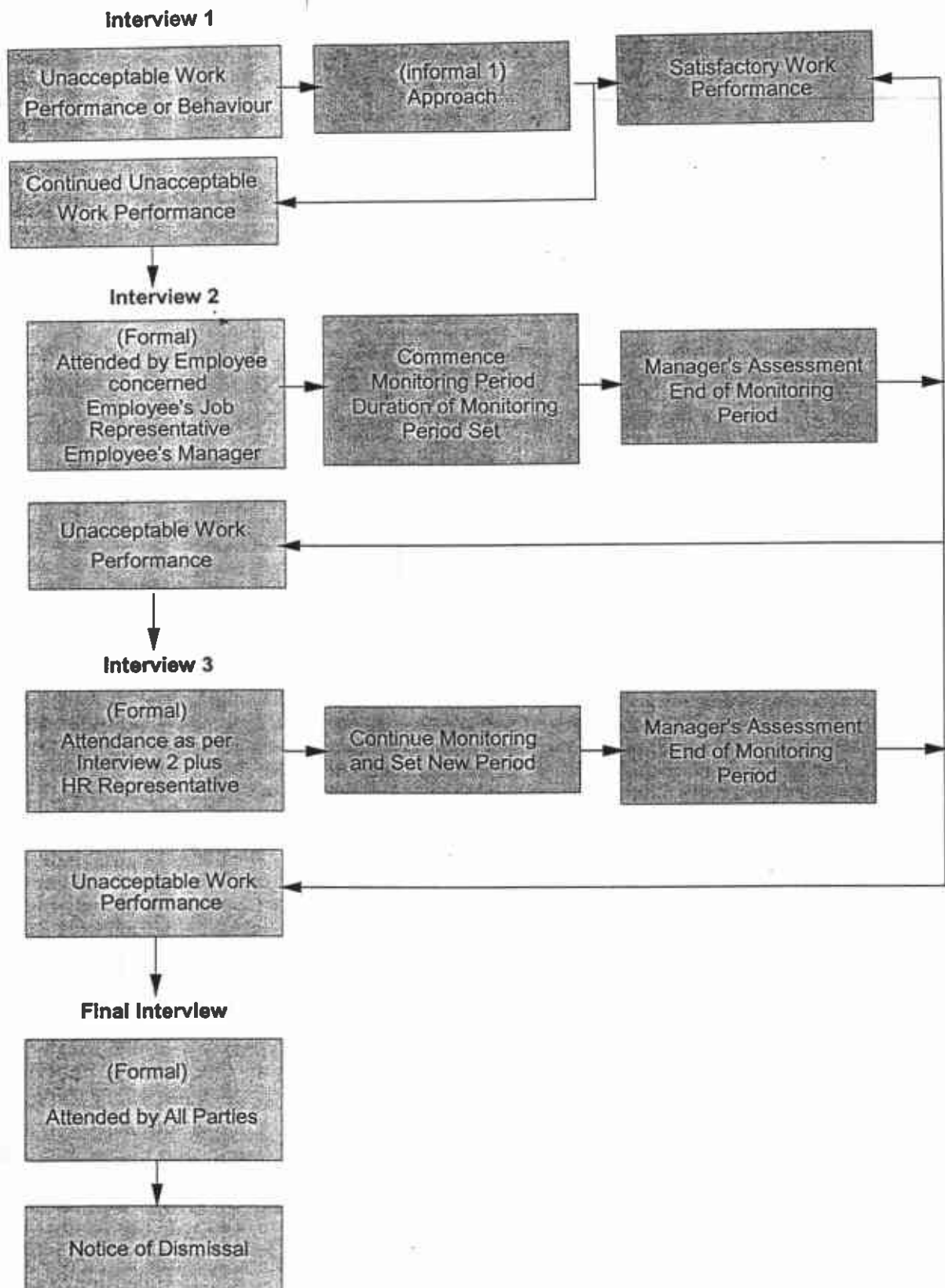
## ASU Involvement

The staff member may also seek the assistance of the ASU Representative during the process. The ASU Representative will have contact with the Employee Relations.

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*Continued on next page*

# Performance Planning Process, Continued



## External Study Incentives

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**Overview** NRMA remains committed to external study incentives which are detailed in the HR handbook.

---

**Policy** The detail of current incentives are outlined in the NRMA Human Resources Handbook. It is agreed that for the duration of this Agreement the policy will include the reimbursement of 100% of compulsory textbook costs and compulsory course fees, conditional on successful completion (pass or better) of all subjects for each semester.

In cases of extreme financial hardship, managers have the discretion to arrange payment of compulsory fees and/or textbooks in advance of successful completion. In these situations, the staff member must give firm written undertaking to reimburse the Organisation if the course is not successfully completed, or on termination of employment prior to successful completion of the study period funded in advance.

---

**Policy Review** To this end, NRMA will continue to review periodically its external study incentive policy with the aim of continually offering incentives to its staff which are similar to those offered by other comparable organisations.

Specific information on current incentives will be made available to all staff via the NRMA Human Resources Handbook. All Study Incentive benefits will be conditional on the course undertaken being deemed relevant and valuable to the organisation's operations by the appropriate manager. The staff member will also need to demonstrate a satisfactory level of work performance to be eligible to claim benefits.

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## Career Management Process

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### Overview

NRMA is an equal opportunity employer who encourages the development and advancement of all staff. NRMA and the ASU reaffirm and support this commitment through the Career Management Process. All managers have a responsibility to assist staff to develop and implement their career plans.

Successful career planning satisfies a staff member's individual goals, while enabling the Organisation to achieve its business goals.

---

### Voluntary Process

The Career Management Process developed by NRMA is a voluntary process. A staff member may initiate it at any time or it may commence as a result of the performance plan.

Through the Career Management Process, NRMA has provided an appropriate avenue for self-development that encourages staff to focus on their career beyond their-immediate role. The ASU recognises the value of the Career Management Process and encourages interested members to utilise this process.

---

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## Occupational Health and Safety

---

### Overview

NRMA recognises the importance of maintaining healthy and safe conditions in all workplaces. Together with the ASU, NRMA has made a commitment to the health, safety and welfare of all staff by establishing:

- an Occupational Health and Safety Committee, and
  - Health and Safety Representatives in designated work locations
- 

### NRMA/ASU Commitment

NRMA and the ASU are committed to maintaining the objectives and standards for health and safety and to review the OHS Program on an on-going basis.

The parties acknowledge this commitment is best achieved through the joint involvement of management, staff and the ASU at all levels.

---

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## Consultation and Protection

---

### Policy

Where the NRMA implements a major change to the operations such as changes involving:

- (a) the cessation or diminution of business or part thereof;
- (b) the place of conduct of business;

The NRMA agrees that the Workforce Planning Process (page 17) will apply.

---

### Amenities

In the event that Assistance Services is relocated a study will be carried out to examine the transport arrangements to ensure the safety of employees.

Where three or more employees are engaged in the office, the NRMA shall provide in or adjacent to such office a luncheon room (with facilities for providing hot water) and necessary furniture with sufficient crockery for the use of all engaged by the employer. Suitable clothes hanging facilities shall also be provided by the employer.

The NRMA shall provide reasonable warmth, light, sanitary convenience and washing facilities together with sufficient towels, paper towelling or hot air dryers for the use of employees in all enterprises covered by this Agreement.

The NRMA shall provide adequate staff phones at all sites for private use, in a private location and which shall not be monitored or recorded.

Use of these phones will be limited to a reasonable number of local telephone calls or S.T.D. calls at the discretion of management.

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## Telephone Monitoring

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### Policy

The NRMA has a policy of monitoring incoming calls answered in the NRMA's various call centres. This policy is intended to be used to improve the customer focus of the Organisation and to assist managers in educating staff on the best methods of serving customers.

---

### Process

The silent monitoring of calls is not intended to be used at the time of performance reviews to gain evidence on staff performance. Managers will be monitoring staff on a regular basis and will discuss individual staff member's performance as a direct result of this monitoring.

The main aim is to look for opportunities to improve staff performance. Where a staff member has not performed at a satisfactory level their manager will work with the staff member to develop an improvement program to bring their performance to the level required.

---

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## Telephone Call Recording

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### Intent

It is believed that the introduction of telephone call recording will improve the service to customers and also provide an unbiased method of reviewing staff members' performance.

---

### Project Objectives

The Union and Management agree to carry out an investigation into the recording of all incoming telephone calls. This investigation is to include a determination of:

- the legality of telephone conversation recording;
  - the costs and benefits to be derived from recording of calls;
  - the processes to be put in place to ensure correct use of these recordings; and
  - the management practices to be followed in the event that implementation is recommended.
- 

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## **Superannuation**

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NRMA staff agree to become members of the NRMA Superannuation Plan.

The Superannuation Plan is governed by a Trust Deed and is administered as a complying fund that meets the requirements of legislation concerning the provision of Superannuation benefits. During the term of this Agreement NRMA will consult with ASU regarding any changes to benefits provided by the Plan.

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## **Working From Home**

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NRMA and ASU will investigate the development of policies and procedures which allows for normal work, for Call Centre staff, to be conducted from home in situations which are mutually beneficial to both the business unit and the individual staff member.

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## Section H Implementation and Review

### Overview

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**Implementation** NRMA and the ASU are committed to the involvement of staff in the implementation of the Enterprise Agreement.

---

**Notifying Staff of the Changes** NRMA and the ASU will together develop a comprehensive communications package for the implementation of this Agreement.

There will be a report showing the areas that changed from the previous agreement and a presentation will be made to all staff to ensure that they have the opportunity to ask questions.

---

**In this section** The following topics are covered in this section:

Topic	See Page
Agreement Display	62
Office Representatives	63
Right of Entry	65
Notice Board	66

---

<b>Registered Enterprise Agreement  Industrial Registrar</b>
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## Agreement Display

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A copy of this Agreement shall be available for viewing at NRMA Assistance Services. An employee may make a personal copy of the Agreement . A copy of the Human Resources Handbook will be made available at NRMA Assistance Services for staff to view.

---

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## Office Representatives

### Time for Union Duties

Office representatives appointed by the Union and endorsed by the employees shall be allowed the necessary time during working hours to interview the NRMA, their representative or employees on matters affecting employees who they represent.

All meetings held with the agreement of management will be paid at normal rate plus shift penalty (if appropriate) and treated as time worked. Travelling time will not be paid.

Alternatively, this time may be taken as time in lieu, at a time mutually agreed with management.

### Trade Union Training Leave

Upon application an elected Union Representative, nominated by the Union, shall be granted leave by the employer, without loss of pay, to attend courses conducted or approved by the Australian Trade Union Training Authority, subject to the following conditions:

Step	Action
1.	That each request take into consideration normal working staffing requirements in the employee's work area.
2.	That the employer or the employer's nominee receives written notification from the Union at least 20 days prior to the commencement of the course and shall include the following details: <ul style="list-style-type: none"> <li>• the name(s) of employee(s) seeking leave;</li> <li>• the period of time for which leave is sought;</li> <li>• the title, description and agenda of the course or courses to be attended; and,</li> <li>• a copy of the syllabus or curriculum of course or courses to be attended, if available.</li> </ul>
3.	Where an employee attending a course pursuant to this clause is recalled to the employee's place of work by the employer because of reasons unforeseen at the time of granting the said leave, all time spent at the course prior to recall shall be reinstated as if such leave was not taken.
4.	An employee shall not be eligible to attend such courses until six months service has been served with the employer.
5.	Leave of absence on training leave shall be counted as service.
6.	Employees granted leave shall, if requested within fourteen days of the completion of the course or courses for which leave was granted, provide to the employer a report of the nature of the course(s) attended and the employee's observations thereon.
7.	Leave under this clause shall be limited to five days in any one calendar year for each nominee or may be extended at the discretion of the employer.

Industrial Registrar

## Office Representatives, Continued

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**Consultative  
Committee**

A consultative committee will meet a minimum of 3 times per year. The committee will comprise a maximum of 6 representatives as follows:

- 2 representatives from Assistance Services
  - 1 union official
  - 3 Management representatives from Assistance Services and/or from Human Resources
- 

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## Right of Entry

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### Overview

An accredited representative of the Federated Clerks Union (ASU) of Australia, shall have the right to enter the premises of the employer during the ordinary hours of duty for the purpose of interviewing members of the Union or a person eligible to be a member of the Union subject to the following conditions:

- that they produce their authority to the employer or other such persons as the employer may appoint;
  - that they are engaged in legitimate Union business and does not unduly interfere with the work being performed by the employee(s).
- 

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## Notice Board

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### Policy

The NRMA shall permit the Union to display notices dealing with legitimate Union Business on notice boards provided that such notices are authorised by an accredited Union Representative.

Any such notice not so authorised may be removed by the accredited Union Representative or the NRMA.

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## Section I NRMA/ASU Partnership

### NRMA/ASU Partnership

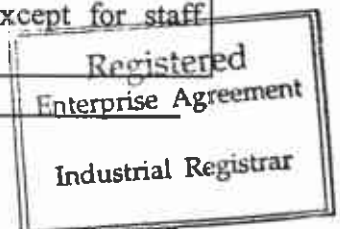
**Introduction** This Agreement is between the employer, NRMA Ltd., and the Union, the Federated Clerks Union (ASU).

**Coverage** This Agreement will apply to all existing and future employees engaged in work currently performed for NRMA Ltd at Assistance Services (subject to any future name changes).

**Terms and Definitions** The following terms are used throughout the Agreement and are defined as follows:

Name	Definition
Award Wage	As clarified in the NRMA Clerical and Administrative Employees Road Service Assistance Centres Award.
NRMA	shall mean NRMA Limited.
Business Unit	an existing and logical group of staff, consistent with the organisation's structure.
Casual Staff	a person employed on a casual basis for the purpose of meeting particular needs.
Commission	NSW Industrial Relations Commission.
Employer	means NRMA Limited.
Full-time staff member	person who is employed to work 152 hours per four week cycle.
Part-time staff member	person who is employed to work less than 152 hours per four week cycle.
Pattern of Hours	the ordinary hours of work agreed for each staff member within the span and spread of hours determined by the business unit.
Representative	person who is a staff elected Union delegate.
Standard Hours	for full-time staff in each work cycle shall be 152.
Temporary Employment	Temporary staff may be employed by NRMA for a specified mutually agreed period or project. Temporary staff are entitled to pro rata pay based on the equivalent full time position, except for staff discounts.

*Continued on next page*



## NRMA/ASU Partnership, Continued

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### Relationship to Parent Award

This agreement is read and interpreted in conjunction with the NRMA (Clerical and Administrative Employees) Road Service Assistance Centres Award 1995 (the Award). Where any inconsistency exists between the Award and this Agreement, this Agreement prevails.

---

### NRMA/ASU Partnership

ASU and NRMA commit to working together, through the life of this Agreement, to ensure the maximum well-being of NRMA, its internal and external customers, internal and external clients and employees. The parties will strive to maintain and enhance a robust relationship of mutual co-operation and support.

ASU acknowledges the desire of NRMA to review its corporate structure, and will support initiatives aimed at achieving the strategic objective.

---

### Consultation on Changes Affecting Staff

The co-operative relationship between NRMA and ASU provides the basis for consultation with the Union on matters which are likely to lead to changes affecting the working life of NRMA Assistance Services staff. NRMA is committed to sharing appropriate information with the ASU.

The consultation process between NRMA and the ASU may consist of consultative committee meetings to discuss, but not be limited to:

- strategic initiatives
- technological change
- specific local changes impacting staff
- restructuring

With prior agreement, other parties may be invited to these meetings to provide specific input.

Consultation will allow the ASU the opportunity to contribute qualitative suggestions to NRMA and raise concerns regarding plans to be pursued by NRMA. This process will allow the ASU the opportunity to provide input into the direction of proposed changes prior to the implementation phase.

The ASU will contribute suggestions on the basis of its positive commitment to improving NRMA's productivity, customer service and the quality of working life of staff.

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## NRMA/ASU Partnership, Continued

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**Changes  
Affecting a  
Single  
Business Unit**

With modern trends and the increase in competitors within the customer service industry, there is a need for flexibility within our environment if we are to stay ahead of the competition.

It is proposed that this flexibility should extend to individual business units within Assistance Services.

The manager in consultation and Agreement with staff of a business unit and the union will, on the basis of an assessment of the business, make changes that may alter points of this Agreement.

Several factors need to be considered, and may include but not limited to:

- Customer demands
- New products
- Competitor activity

Only those members affected by such a proposed change are required to vote on the proposal.

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**ASU  
Membership**

---

NRMA recognises the ASU as the Union currently covering staff working at NRMA Assistance Services. NRMA believes in and supports responsible Unionism and the principles of industrial democracy.

NRMA and ASU are working co-operatively to improve the efficiency and effectiveness of NRMA through productive work practices, and to increase the career prospects and quality of working life of staff.

NRMA is committed to enterprise bargaining and recognises the role of the ASU in consulting with its members within NRMA on enterprise bargaining issues.

The parties agree to utilise constructive and appropriate procedures for recruitment of, and liaison with, ASU members. Such procedures will be sensitive both to the needs of the ASU for access to members and to the business and customer needs of NRMA.

During Assistance Services induction programs, ASU representatives may address new recruits to explain the benefits of ASU membership.

NRMA will, on request, provide ASU State Branches with the following:

- work locations and workforce numbers
- location of ASU members (including those on leave without pay, etc.)
- location and numbers of new recruits (and their roles).

NRMA will continue to deduct union dues from the payroll, where the staff member so requests. Both parties agree to review the role played by ASU representatives and to assist them in developing and enhancing their competencies as required for that role.

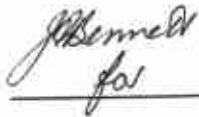
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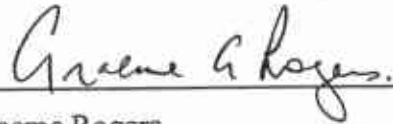
**Section J**  
**Signatories of the Agreement**

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Michael Want  
State Secretary  
Federated Clerks Union NSW Branch




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Graeme Rogers  
National Manager, TBC Network  
NRMA Limited



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Peter McDonald  
Organiser  
Federated Clerks Union NSW Branch

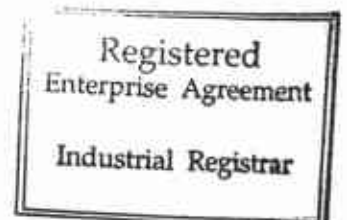


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Manahi Heperi  
Manager, NRMA Assistance Services  
NRMA Limited

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ASU Representative  
Federated Clerks Union NSW Branch



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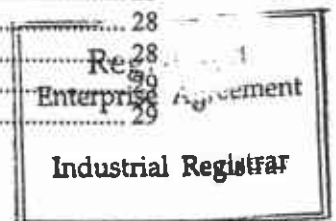
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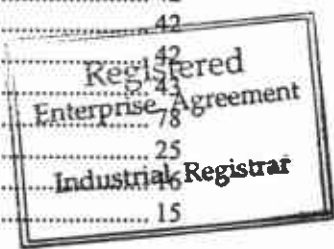
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