

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/265

**TITLE: NRMA Limited Patrol Officers' Enterprise Agreement 2004**

**I.R.C. NO:** IRC4/1952

**DATE APPROVED/COMMENCEMENT:** 5 July 2004/28 June 2004

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA99/125

**GAZETTAL REFERENCE:** 8 October 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 22

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all Road Service and Patrol Officers who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award

**PARTIES:** NRMA Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

# NRMA LIMITED PATROL OFFICERS' ENTERPRISE AGREEMENT 2004

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## 1. Definitions

In the Agreement:

"Agreement" means this Agreement.

"AMWU" means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, state branch.

"Award" means the Metal, Engineering and Associated Industries (State) Award.

"Employee" means a person employed pursuant to the Agreement.

"Grievance" means when an Employee raises a work related problem, concern, complaint or where there is a question, or difficulty concerning the Agreement/ Award in relation to an Employee(s): or where an Employee(s) alleges discrimination within the terms of the Anti-Discrimination Act.

"Home Start Patrol Officer" means a Patrol Officer who commences a shift at his place of residence and finishes at location of last road service job or location at shift conclusion.

"Meal period" means what has in previous industrial instruments been described as a crib break.

"Midnight Shift or Night Shift" means a shift which commences at or after 10.00 pm.

"Module I and Module II" means levels of skills examination. Attainment qualifies the Employee for increased salary levels.

"Multiskilled Patrol Officer" means a Patrol Officer who has undertaken Vehicle Inspections training (V.I.) and performs the additional duties of Technical Vehicle Inspections.

"NRMA" means the NRMA Limited (ABN 65 090 839 197)

"NSW IRC" means the NSW Industrial Relations Commission.

"Option Three Patrol Officer" means a Patrol Officer who commenced employment after 10 February 1989. Patrol Officers commence shifts at a nominated start location and sign off at the location of their last Road Service job or location at shift conclusion.

"Part-time Patrol" means a Patrol Officer who works regularly rostered hours which are less than 38 ordinary hours per week.

"Patrol Team Leader" means an Employee whose role consists of a combination of Managerial responsibilities and Patrol Officer duties.

"Regional Centre" means Canberra, Newcastle and Wollongong.

"Road Service office" means all offices in Sydney, staffed by Patrol Team Managers and clerical staff responsible for the management of Employees.

"Service Delivery Management" means management structures within the Service Delivery Division of NRMA.

"Shift Manager" means a Team Manager of the Response Centre.

"Travel Time Rate" means rate paid at single time for time spent travelling outside a normal rostered shift

"Vehicle Inspections (V.I.)" means as for multi-skilled Patrol Officers.

"6/4 Shift" means a shift alternating between 6 days day shift and 4 days afternoon shift or 4 days day shift and 6 days afternoon shift.

## **2. Overview**

The purpose of the Agreement is to contribute to the long term commercial viability of the NRMA and achieve appropriate levels of customer satisfaction. This is to be achieved through the following key objectives:

- (a) Focus on customer service.
- (b) Flexible working arrangements.
- (c) Avoidance of industrial disputation.

- (d) Proper remuneration levels.
- (e) Career path development.
- (f) Development of additional skills/ongoing technical training.
- (g) Long term job security for Employees.

### **3. Title**

The Agreement shall be known as the NRMA Limited Patrol Officers' Certified Agreement 2004.

### **4. Parties**

The Agreement is between the NRMA Limited ABN 65 090 839 197, and the Automotive, Food, Metals and Engineering Printing and Kindred Industries Union, NSW Branch (AMWU).

### **5. Application of the Agreement**

This Agreement applies to and regulates all terms and conditions of employees of the NRMA who are engaged as Road Service Patrol Officers.

The Agreement replaces in its entirety any predecessor industrial instrument or arrangement between the parties.

### **6. Duration**

The Agreement shall operate from the date it is approved by the NSW IRC and shall remain in force for a three year term, from the date of Certification.

### **7. Next Certified Agreement**

The parties will use best endeavours to commence discussions regarding the content and outcomes of a new Agreement no later than three (3) months prior to the expiration of the Agreement.

### **8. Relationship to the Award**

The Agreement shall be read and interpreted in conjunction with the Metal, Engineering and Associated Industries (State) Award.

The terms of the Agreement will supersede the terms of the Award to the extent of any inconsistency between the Agreement and the Award.

Where the Agreement remains silent on any conditions of employment, the terms of the Award will apply.

### **9. Amwu Membership**

NRMA recognises the AMWU as the relevant union to cover all Employees and plays a supportive role by providing opportunities during Employee's induction programs for representatives to explain the benefits of AMWU membership to new Employees.

#### **9.1 Patrol Meetings**

NRMA will meet the cost of two (2) split mass meetings per year, without loss of pay. Costs will include hall hire, associated mailing and patrol van usage, for approved split mass meetings.

## 9.2 Split Mass Meeting Guidelines

Meeting dates will be discussed and organised at management/representative meetings. The meetings will be split using the odds and evens radio identification numbering system, and held, if possible, on consecutive days.

Both meetings will be attended by the full complement of elected patrol representatives.

NRMA management reserves the right to attend both days of one split mass meeting per year.

Any patrol officer who is also an AMWU member who has a motion to be put at a split mass meeting may attend both days, but is required to advise a patrol representative of the intention to do so. The patrol representative will be responsible for advising the patrol officer's team manager of the patrol officer's need to attend both meetings

## 9.3 Consultative Committee

The consultative committee will consist of two (2) patrol representatives plus convenor and secretary and up to four (4) NRMA managers.

The consultative committee will meet at six (6) weekly intervals, or as required. From time to time the consultative committee may appoint sub committees.

The consultative committee will only deal with industrial-related matters, which will not include matters under Clauses 40 and 41.

## 9.4 Full patrol representatives

These meetings are to be held at six (6) week intervals. All representatives may attend.

## 9.5 District and Regional Advisory Groups

District and Regional Advisory Groups will deal with day to day, operational and policy issues within their district or region. Any unresolved industrial relations matters will be referred to the Consultative Committee.

## 9.6 Recognition of patrol representatives

NRMA recognises the important role played by patrol representatives and acknowledges that as the elected representatives of NRMA patrol officers they shall be the appropriate bargaining unit on all negotiations that effect patrol officers, employment and working conditions. Therefore, in order to ensure that their role is an effective one, they shall be allowed the necessary time during working hours to interview employees, management and organise correspondence to the patrol workforce.

The convenor, secretary or appropriate representatives will, where necessary, be supplied with agreed relevant data, statistics and documentation.

Patrol representatives will be paid for all time up until arriving at their residential address after attending approved meetings, relevant to their role as a patrol representative, at travel time rates.

## 9.7 Patrol representative training

Patrol representatives will be entitled to a maximum of five (5) days paid union training leave per annum. Additional days may be granted by mutual agreement.

## 9.8 Streamlining Forums

The parties agree within the first six (6) months of this Agreement (and thereafter every six (6) months) to review and streamline the processes which act as patrol representatives'/union forums and

consultative mechanisms, including Clause 9. This includes a commitment to streamline participation levels and frequencies, reduce costs and increase the business benefits of consultative mechanisms and patrol representatives'/union forums.

#### **10. Payroll Deduction**

NRMA agrees to provide payroll deduction for AMWU fees from Employees' wages, for Employees who nominate to use this facility.

#### **11. Job Security**

NRMA is committed to Patrol Officers as the Company 's primary workforce and undertakes that there will be no forced redundancies during the nominal term of the Agreement.

#### **12. No Extra Claims**

The parties agree that this Agreement is intended to be exhaustive of the terms and conditions of employment for Patrol Officers for the duration of this Agreement

During the term of the Agreement the AMWU and Employees undertake not to pursue any extra claims, including:

- (a) increases in wages or allowances other than those provided for in clauses 13, 14.2, 14.3 and 14.5 of the Agreement;
- (b) improvements in any terms or conditions of employment other than changes that are consistent with the terms of the Agreement; and
- (c) change in any other conditions of employment except where the change is by way of formal variation by the NSW IRC.

#### **13. Wages**

##### **13.1 Wage Increment**

- (a) A five percent (5%) flat amount (calculated on the average salary) will be paid from the date of certification of the Agreement by the NSW IRC. A one off \$2,000 (gross) sign on bonus will also be paid to current patrols employed on or before certification of the Agreement.
- (b) A further four percent (4%) flat amount (calculated on the average salary) will be paid 12 months after the initial wage increase, that is 12 months after the date of certification of the Agreement by the NSW IRC.
- (c) A further four percent (4%) flat amount (calculated on the average salary) will be paid 24 months after the initial wage increase, that is 24 months after the date of certification of the Agreement by the NSW IRC.

##### **13.2 Wage Rates**

The new rates of pay for Employees are outlined at Appendix A and include a five percent (5%) increase.

##### **13.3 Payment of Wages**

Employees will be paid on a fortnightly basis.

##### **13.4 Employee Competencies**

All employees are classified by the wage group under the Award classification structure.

The NRMA further classifies employees into 4 competency levels. As Employees acquire the skills necessary to achieve proficiency through formal training and hands on experience, opportunities to enhance their status in terms of career and wages are available.

The four (4) competency levels include:

- (a) Level 1 - Probationary/ Basic
- (b) Level 2 - Confirmed level
- (c) Level 3 - Module 1; and
- (d) Level 4 - Module 2.

Employees must remain in each level for a minimum period of service before progressing to the next level. The minimum periods of service are as follows:

- (a) Level 1                      3 months
- (b) Level 2                      3-12 months
- (c) Level 3                      12 months
- (d) Level 4                      18 months

Employees must be achieving agreed objectives/performance levels to qualify for Modules 1 and 2 and to undertake Multiskilling (VI) per Appendix A. Additionally, a 75% pass mark applies to Module 1 and 2 examinations.

Allowances will be paid in accordance with Appendix A only when:

- (i) At NRMA's request the Employee successfully completes necessary VI Multiskilling training and also makes themselves available for the carrying out of such duties.
- (ii) At NRMA's request the Employee successfully undertakes duties as a Patrol Team Leader for more than five (5) consecutive shifts.
- (iii) Employees currently receiving other allowances eg. Patrol Team Leader (formerly known as AFSM) will continue to be paid such allowance without being required to perform such duties.

### 13.5 Christmas Day Wage Rate

Rostered shift at normal Total Rate (per Appendix A) plus two (2) times the shop rate.

## **14. Allowances**

### 14.1 Telephone Allowance

An Employee who supplies a telephone number for contact purposes and can be contacted at that number, shall be paid a fortnightly allowance of 1/26th of the annual rental fee of a private fixed land line telephone.

### 14.2 Tool Allowance

A tool allowance of \$11.60 per week shall be paid to Employees fortnightly, subject to the Employee maintaining the agreed list of tools (Appendix B). The Tool Allowance is that set by the Award as may be varied from time to time.

Special tools as defined by NRMA shall be provided and maintained by NRMA.

#### 14.3 Meal Allowance

An Employee is entitled to a meal allowance of \$9.10 when:

- (a) required to work beyond 1.5 hours after the completion of their shift; or
- (b) required to work continuously beyond each 4 hour period of overtime in addition to their ordinary shift.

The Meal Allowance rate is set by the Award and may be varied from time to time.

#### 14.4 Standby Allowance

Employees working at Regional Centres shall be paid an allowance of \$32.00 per night in addition to any payment for call-out when they are instructed by an authorised Service Delivery Management representative to hold themselves in readiness and make themselves available for call outs on night shift.

#### 14.5 Other Allowances

All existing allowances under the Award will be paid to Employees where applicable. All allowances will be increased in accordance with variations to the Award.

### **15. Terms and Conditions of Employment**

All Employees are employed pursuant to the same terms and conditions of employment. They include:

- (a) Employees must hold a Motor Vehicle Repair Industry Council Certificate of New South Wales, Australian Capital Territory equivalent or other State or Territory equivalent, confirming their qualifications as a trades person;
- (b) Employees must hold a relevant drivers' license.
- (c) Employment shall be by the fortnight and employment shall be terminable by the employee by two (2) weeks notice at any time during the week or by payment or forfeiture of two (2) weeks wages or terminable by the employer.
- (d) NRMA may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training and also consistent with the classification structure of the Agreement. Provided that such duties are not designed to promote deskilling.
- (e) NRMA may direct an Employee to carry out such duties and use such tools and equipment as may be required, provided that the Employee has been properly trained in the use of such tools and equipment.
- (f) Any direction issued by NRMA shall be consistent with NRMA's responsibilities to provide a safe and healthy working environment.

### **16. Probationary Period**

New Employees will be engaged on a 3 month probationary period. During this period it will be determined whether employment is to be confirmed.

### **17. Employees**

For the purposes of the Agreement, Employees may be classified as one of the following:

- (a) Home Start Patrol Officers; or
- (b) Option 3 Patrol Officers.

17.1 New Employees

Any new employees recruited during the life of this Agreement shall commence their duties as option 3 Patrols, as set out in clause 17.3.

17.2 Home Start Patrol Officers

Patrol Officers commence shifts, including overtime at their place of residence.

Home Start Patrol Officers may be despatched to jobs in any region in order to meet service demands.

17.3 Option 3 Patrol Officers

Option 3 Patrol Officers will be advised by Service Delivery Management of their individual starting points. Any revision of an Option 3 Patrol Officer's nominated starting point cannot be further distance from their place of residence than the starting point being revised, other than by mutual agreement.

The location of Option 3 Patrol Officers sign off point will be the location of their last Road Service job or location at shift conclusion. Option 3 Patrol Officers when rostered on day shift (prior to 11am) on Sundays and Public Holidays will commence their shift at their place of residence provided they reside within the boundaries of regions A-R for Sydney patrols or regions WA, CA, CB, NA for patrols in Regional Centres. However, their work area is to be consistent with Option 3 work area.

Option 3 Patrol Officers may be despatched to jobs in any region in order to meet service demands.

## **18. Working Conditions**

18.1 Ordinary hours of work

The ordinary working hours of Employees shall not exceed an average of thirty eight (38) hours per week. Employees average working hours are calculated over a twelve (12) week period.

Employee's shifts shall not exceed nine (9) hours in duration and shall not be less than four hours (4).

Employees shall not be required to work more than six (6) consecutive shifts in any 7 day period.

18.2 Days of work

Employees will work Monday to Sunday, including public holidays.

18.3 Roster

Employees are rostered pursuant to a seven (7) day, twenty four (24) hour roster.

With the exclusion of fixed roster Employees, Employees are employed on a rotating roster.

Fixed roster Employees are employed on a fixed roster.

18.4 Types of Shifts

Employees are employed on three types of shifts. They include:

- (a) Day - commencing on or after 6.00am and before 11.00am
- (b) Afternoon - commencing on or after 11.00am and before 10.00pm
- (c) Midnight - commencing on or after 10.00pm and before 6.00am

#### 18.6 Sign on

With the exclusion of Option 3 Patrol Officers, Employees will sign on for normal shifts, including overtime, from their residential address.

Option 3 Patrol Officers will sign on for normal shifts, including overtime, from their nominated start point.

#### 18.6 Sign off

Employees will sign off on the completion of their last road service job or at the location of shift conclusion and will be paid travel time rates for all travel to their residence or nominated start point, that occurs outside a normal rostered shift.

As a principle, NRMA will use reasonable efforts to locate patrols as near as possible to their place of residence or nominated start/finish location at or near shift conclusion. To assist, NRMA has made this a requirement function provided by the technology incorporated in NewCAD.

#### 18.7 Meal period

Employees will be entitled to a forty (40) minute paid meal period per rostered AM shift, for shifts commencing after 5.00am, which is also inclusive of any travel time.

As a principle, NRMA will use reasonable efforts to locate patrols as near as possible to their place of residence or nominated crib location prior to the meal period commencement. To assist, NRMA has made this a requirement function provided by the technology incorporated in NewCAD.

Employees will be entitled to a thirty (30) minute paid meal period per rostered PM shift, for shifts commencing after 11.00am, to be taken at their place of residence for home start patrols and district/regional centre or meal room where provided for Option 3 patrols.

Meal periods will be taken where practicable between the third (3rd) and fifth (5th) hour of a shift. If an urgent job prevents the taking of a meal period at entitlement times, the Employee will delay the taking of a meal period until the completion of the job or longer as mutually agreed to by the Employee and Service Delivery Management.

Employees will work a minimum of three (3) hours and a maximum of five (5) hours before taking their meal period.

#### 18.8 Overtime meal period

Employees shall be entitled to a paid meal period of thirty (30) minutes, inclusive of any travel time, at overtime time rates when required to work beyond two (2) hours after the completion of an ordinary shift. They will also be entitled to an additional paid meal period of thirty (30) minutes, inclusive of any travel time, at the completion of each subsequent four (4) hour period worked thereafter until the Employee is released from duty.

If an urgent job prevents the taking of a meal period at entitlement times, the Employee will delay the taking of a meal period until the completion of the job or longer as mutually agreed to by the Employee and Service Delivery Management.

Employees will work a minimum of three hours and a maximum of five hours before taking their meal period.

#### 18.9 Break between rostered shifts

Employees must have eight (8) unbroken hours between rostered shifts. This excludes Option 3 Patrols, who must have at least ten (10) unbroken hours between rostered shifts.

## **19. Overtime**

Overtime is time worked outside an Employees rostered shift of ordinary hours and must be by the direction and authorisation of Service Delivery Management. (Rostered shifts include mutually agreed shift changes with other Employees as agreed to by Service Delivery Management).

An Employee recalled to work after the completion of any ordinary shift shall be paid for minimums as prescribed in clause 19.2.

Any period worked on Christmas Day outside rostered shift, be it overtime, callout or early start, payment is at three (3) times the "Shop Rate".

### **19.1 Overtime Payment**

Overtime shall be paid at the rate of two (2) times the "Shop Rate".

### **19.2 Overtime Procedures**

Because customer demand fluctuates to extremes NRMA's capabilities to respond can be stretched. As additional resources are required to cope with demand, Employees are given opportunities to work overtime. The mechanism used by NRMA to distribute overtime, ensures a fair and equitable means that provides individuals who are willing to work overtime with the opportunities to do so.

- (a) Sydney: Overtime shall be distributed to Employees according to the Regional requirements and the morning and afternoon overtime procedures (minimum three (3) hours).
- (b) Newcastle: Flexible overtime (minimum two (2) hours), 10:00 - 13:00 and 16:00 - 19:30.
- (c) Wollongong: Flexible overtime (minimum two (2) hours), 24 hour utilisation.

## **20. Training & Other Meetings**

NRMA is committed to providing suitable training.

NRMA agrees to offer Employees a reasonable number of alternative dates for training and/or access to training materials.

### **20.1 Training during ordinary hours**

When Employees are required by the NRMA to attend NRMA training or other NRMA related meetings, Employees will sign on at the time the training/meeting commences and will be paid until the time the training/ meeting ends. At the conclusion of training/meeting, any time spent travelling to their residence or nominated start point, outside the normal rostered shift, will be paid at normal travel time rates.

### **20.2 Training outside ordinary hours**

NRMA will endeavour to schedule training and meetings within ordinary hours. However in the event that Employees are required by the NRMA to stay at training/ meeting for longer than their ordinary shift, they will be paid overtime at ordinary overtime rates for the additional time spent at the meeting/ training.

### **20.3 Exception for Regional Employees required to travel**

NRMA will endeavour to schedule training at regional centres. However where Employees from Regional Centres are required to travel beyond their regional centre to attend training/ meetings at the request of NRMA, they will be paid travel time to and from the training/ meeting at ordinary rates. This applies if travel occurs during ordinary working hours, otherwise ordinary overtime rates will apply.

## **21. Notice of Variation to Shifts**

A roster of shifts shall be made available to Employees showing shifts for at least twelve (12) weeks in advance.

NRMA may vary Employees shift start times, shift days and teams (variations to shift days and teams excludes fixed roster Employees) on the provision of minimum notice periods outlined below. By mutual agreement, an Employee may agree to reduce the notice period required.

### **21.1 Temporary variations**

A temporary variation is a shift variation that applies for no longer than seven (7) days.

NRMA may temporarily vary Employees shift start times with seven (7) days minimum notice. These variations to shift start times will be limited to variations within the same type of shift as described in clause 18.4 (i.e. AM for AM and PM for PM).

With the exception of normally rostered day off Saturdays, Sundays or days directly preceding or following a rostered day off Saturday or Sunday that are also rostered days off, NRMA may temporarily vary Employees shift days or teams with fourteen (14) days minimum notice.

As a principle, NRMA will use reasonable efforts to locate volunteers for any temporary shift, days or team variations, however, where a volunteer cannot be located the minimum notice provided for in this clause shall apply.

### **21.2 Permanent variations**

A permanent variation is a shift variation that applies for more than seven (7) days.

NRMA may permanently vary Employees shift start times with twenty eight (28) days minimum notice.

With the exclusion of fixed roster Employees, NRMA may permanently vary Employees shift days or teams, with twenty eight (28) days minimum notice.

As a principle, NRMA will use reasonable efforts to locate volunteers for any permanent shift, days or team variations, however, where a volunteer cannot be located the minimum notice provided for in this clause shall apply.

## **22. Fixed Roster Entitlements**

Employees employed prior to 10 February 1989 who did not opt to work the rotating roster will after eleven (11) years service, be offered a 6/4 roster. After fifteen (15) years service such Employees will be offered a part weekend off in accordance with roster requirements i.e. Friday/Saturday or Sunday/Monday.

Those ten (10) patrol officers who currently qualify for Saturday and Sunday weekends will continue to be replaced, as they leave.

## **23. Rotating Roster Entitlements**

Short weekend shifts for rotating roster patrols will be a mixture of AM and PM shifts up to a maximum of half and half.

## **24. Midnight Shifts**

All Employees (except those in receipt of legal exemption) will be required to work midnight shifts. These shifts will not exceed twenty five (25) nights in any calendar year. Reasonable efforts will be used to allow seven (7) week intervals between shifts (excludes Regional Centres).

As a principle, NRMA will use reasonable efforts to locate volunteers for any temporary shift, days or team variations, however, where a volunteer cannot be located the minimum notice provided for in this clause shall apply.

## **25. Christmas Day**

Employees are rostered to work one Christmas Day in every three (3). If that day falls on an Employee's normal day off, a day in lieu will be granted by mutual agreement.

On Christmas Day Employees shall be entitled to a 1 hour paid meal period or alternatively half (1/2) an hour plus current allowance (currently \$35.26).

Refer to the Christmas Day Meal period Location Policy regarding the location of meal periods on Christmas Day.

## **26. Application for Home Start**

Option 3 Patrol Officers may become eligible for Home Start conditions which could require a team change therefore a change in roster.

Option 3 Patrol Officers may only assume Home Start working conditions following written application to Service Delivery Management to gain approval in the region the applicant nominates.

Application for Home Start conditions will not be considered until the Option 3 Patrol Officer has completed at least twelve (12) months service as a Road Service Patrol Officer.

NOTE: In the case of more than one Employee having the same employment commencement date, applying for the same region, the longest standing application will have seniority. A maximum of three (3) applications may be placed on file by any Employee.

Where the opportunity of Home Start conditions is offered to and accepted by an Employee, they must be able to satisfy their Manager at the time of the offer that they will take up residency in the applicable region within three (3) months.

An Employee unable to take up a Home Start offer may leave the application on file without loss of seniority in regard to the application. However, it is the Employee's responsibility to reactivate the application after their initial rejection.

The parties agree to review the home start application formula during the first six (6) months of the Agreement.

## **27. Change of Address**

- (a) Approval must be obtained in writing from Service Delivery Management prior to any change of address.
- (b) Where an Employee moves to another region, without consulting Service Delivery Management this will result in the Employee's working conditions changing to Option 3 conditions, per clause 17.3 above.
- (c) Service Delivery Management may apply one of the following changes to an Employee's working conditions in order to grant approval for a change of address.
- (d) If the change of address has been approved, and the approval is subject to a change in the Employee's working conditions, the Employee has the choice of assuming the new working conditions or remaining at their present location.
- (e) Failure by the Employee to advise Service Delivery Management of any change of address, or failure to adhere to the conditions of approval to change address, may result in working conditions being altered.

## **28. Regions S & T**

NRMA will maintain Association Patrols in Regions S & T.

## **29. Safeguards**

Employees are required to have at least (eight) 8 hours unbroken off duty within a twenty four (24) hour period.

Employees working Option 3 conditions are required to have at least ten (10) hours unbroken off duty within a twenty four (24) hour period.

If an Employee is instructed by the Customer Response Centre to resume or continue working without having had the appropriate time off duty between rostered shifts, the Employee must make the Customer Response Centre aware of the fact that they have not had the appropriate break.

If the Employee is instructed to work after advising the Customer Response Centre, they will be paid overtime rates until they are released from duty and the appropriate break off duty has been completed. There will be no loss of pay for ordinary working time lost during this absence.

## **30. Travel**

An Employee sent by NRMA from Sydney to work at a Regional Centre or sent from one centre to another shall be paid for the time spent travelling. If their period of employment at that centre does not exceed three (3) months, all fares, reasonable travelling expenses, board and lodgings and meal allowances will be paid at current rates to the Employee unless arrangements have been made by mutual agreement between the Employee and Service Delivery Management.

## **31. Annual Leave**

The intent of annual leave is to provide Employees with an extended break from work, as per *Annual Holidays Act 1944*. Accordingly, NRMA requires that leave is taken within eighteen (18) months of the date in which it became available.

### **31.1 Annual leave entitlement**

All Employees are entitled to six (6) weeks (thirty (30) working days) annual leave on the completion of each working year. Annual leave will be accrued and cleared on the basis of a thirty eight (38) ordinary hour week (7.6 hours per day).

NRMA shall nominate the time the Employee can take leave so that the leave due will be taken as one continuous period or by mutual agreement, leave may be taken as separate periods.

### **31.2 Additional leave**

One day shall be added to the Employees' annual leave period as agreed in the Structural Efficiency Agreement 1990 for any of the following four public holidays which fall within the period of annual leave to which they are entitled under this Agreement: Australia Day, Anzac Day, Queens Birthday and Labour Day.

The additional holiday prescribed by the Award from year to year shall be an additional holiday under this Agreement and shall be added to any employee's annual leave.

Any additional gazetted public holidays shall be added to the Employees' annual leave entitlement and can be taken on request with approval of the Service Delivery Management.

### 31.3 Annual leave loading

All Employees are entitled to 17.5% loading on their annual leave. Annual leave loading is calculated on the "Shop Rate". No loading is payable to an Employee who takes annual leave wholly or partly in advance unless employment continues to the date that makes them eligible for annual leave.

Upon termination, Employees are entitled to annual leave loading on annual leave which has been accrued and has not been taken. However, there is no loading applicable to pro-rata annual leave.

### 31.4 Annual Leave points system

The annual leave points system has been formed to provide a fair judgement in the event of a dispute over priority to prime leave periods (e.g. school holidays).

#### Process

An Employee going on leave incurs a point penalty according to the points allocated for the particular period the leave is taken. This penalty is added to their point's total, which has its commencement from the year of employment with a given number of points. This "given number" of points increases annually by eighteen (18) and forms the basis for the additional period penalty

Period	Penalty
June - July	1 point for each week
February - March	3 points for each week
October - November	3 points for each week
April - May	2 points for each week
August - September	2 points for each week
December - January	5 points for each week
extra penalty for school holidays including in leave period	2 points for each week

Progressive lead points ("given number"), subtract 18 points for each year if commenced prior to 1980.

1981 - 330	1990 - 492	1998 - 636
1982 - 348	1991 - 510	1999 - 654
1983 - 366	1992 - 528	2000 - 672
1984 - 384	1993 - 546	2001 - 690
1985 - 402	1994 - 564	2002 - 708
1987 - 438	1995 - 582	2003 - 726
1988 - 456	1996 - 600	2004 - 744
1989 - 474	1997 - 618	

## 32. Other Leave

NRMA acknowledges that from time to time Employees will encounter illness and family emergencies. Therefore, in order to assist staff members during periods of illness, family emergencies etc. staff members can avail themselves of the following entitlements.

### 32.1 Personal Sick leave

Employees who are absent from work due to personal illness are entitled to fourteen (14) days sick leave for each year of service. Sick days are accumulated up to a maximum of one hundred and ninety six (196) days. However, there is no provision for payment of accrued sick leave on termination or retirement.

A medical certificate is required for all absences in excess of two (2) consecutive days and upon request regarding other sick leave.

All sick leave that is approved by Service Delivery Management will be cleared on the basis of a thirty eight (38) ordinary hour week (7.6 hours per day).

#### 32.2 Parental Leave

Parental leave is provided pursuant to the terms of the Award.

#### 32.3 Compassionate Leave

Two (2) days compassionate leave will be granted to an Employee on the production of satisfactory evidence of the death of a member of the Employee's family or household as defined in the Personal/ Carers Leave Test Case 1998.

This entitlement may be extended, at the discretion of the Employee's Manager, where the circumstances require the granting of additional leave of absence.

#### 32.4 Long Service Leave

Refer to NSW *Long Service Leave Act 1955*.

After five (5) years service long service leave is available upon resignation on a pro-rata basis.

Long Service Leave will be cleared on the basis of a thirty eight (38) ordinary hour week (7.6 hours per day).

#### 32.5 Jury Duty Leave

Employees who are required for jury duty will receive their normal rate of pay for the period of jury duty involved, however, any payment for the jury duty paid to the Employee must be returned to the Pay Office. Employees required for jury duty must inform their immediate Manager of their date of their jury attendance at their earliest convenience.

#### 32.6 Special Leave

Special leave means any leave allocated to an Employee that is not annual, long service, sick, parental, and compassionate or leave for jury duty.

Employees may apply for special leave in circumstances where for example they are required to volunteer for the State Emergency Service (SES) etc. Special leave is granted at the discretion of NRMA and may be either paid or unpaid.

If special leave is taken with pay, the Employee will be paid at the ordinary rate of pay for the period of special leave.

### **33. Part-Time Patrols**

NRMA, Employees, Employee Representatives and the AMWU agree to the use of part time Patrols to assist in meeting customer demands.

- (a) Employees who work on a regular basis but less than the hours of a full time Employee may be engaged as part time employees.
- (b) The configuration of working hours will vary on a daily, weekly or monthly basis to meet operational requirements and personal needs of the employee.
- (c) Part-time employees will be entitled to pro-rata conditions as provided for in this Agreement relative to the comparable full-time position.

While NRMA intends to provide part-time employment opportunities, NRMA and the AMWU remain committed to full time employment of patrols.

### **34. Contractor Patrols**

NRMA will always endeavour to send the most appropriate resource to provide service to its members.

#### **34.1 Battery and Car Electric Patrols**

NRMA will triage for Battery and Car Electrics jobs, utilising Battery and Car Electrics patrols, in the first instance, for battery and car electric replacements and may also include jump starts for battery patrols.

#### **34.2 Patrol Contractors**

NRMA will use patrol contractors in adjoining regions to association boundaries, as a supplementary workforce, where demand cannot be met by staff patrols.

NRMA agrees to have this process reviewed by the NSW IRC, at reasonable intervals, to ensure the effectiveness of the clause.

### **35. Electronic Communications Systems**

#### **35.1 Car Phone Guidelines**

Car phones are to be used only when an Employee is rostered on shift or overtime. The majority of phone calls made by Employees are to be for business purposes only.

Personal calls in excess of \$15.00 are to be paid by the Employee.

Customers can utilise the phone to advise family/work of breakdown or arrange transport.

#### **35.2 Additional Electronic Components**

NRMA policy dictates that CB radios are not to be installed in Company vehicles, including Patrol vans. Further to this policy and due to the possibility of damage being caused to the Data Unit, paging systems or any other unauthorised electronic component must not be installed to any Road Service vehicle fitted with this system.

Only paging systems authorised by Service Delivery Management are allowed to be installed in Road Service vehicles. These must be fitted in accordance with NRMA Road Service Pager Installation Policy.

### **36. Multi Despatching**

Employees shall accept multi-despatched jobs at any time. No more than two jobs will be multi-despatched unless authorised by Response Centre Manager. If three or more jobs are despatched, they must be at the same location e.g. car park, university, same address etc. Multi-despatched jobs should be in the same or adjoining suburbs or used as a means of relocating an Employee to another region or area.

To ensure Employee meal periods are taken consistent with the Agreement, no jobs should be multi-despatched after the fourth hour prior to the meal period.

No jobs should be multi-despatched 30 minutes prior to the completion of a normal shift unless by mutual agreement.

Where an Employee with multi jobs calls "held up" the second or other jobs should be cancelled.

On high demand days, more than two jobs can be despatched. However, Employees who object to more than two jobs are to advise Response Centre staff.

### **37. Skill Based Classification**

The parties agree to discuss a competency skills based classification structure reflecting the duties of an Employee, which may result in addressing the pay rates to the corresponding skills and wage disparity skill based classification within the first 12 months of the term of the Agreement.

### **38. Appearance & Uniforms**

Employees are expected to demonstrate a high standard of conduct and appearance as they perform their daily activities. It is expected that Employees will be neat, well groomed and business like in appearance and conduct. Accordingly, all Employees will be issued with a uniform and paid a laundry allowance to maintain the uniform at the level that both NRMA and customers expect.

### **39. Communication and Consultation**

The parties are committed to achieving and maintaining co-operative workplace relations and mutually beneficial work practices.

The parties will communicate and consult about matters arising out of the Agreement and on key issues and developments, which are essential to the implementation of the Agreement.

### **40. Resolution of Workplace Disputes**

All parties are committed to and will follow the grievance and dispute avoidance procedure, which will address all grievances and disputes quickly and fairly.

A procedure for the avoidance and resolution of disputes applies to all parties covered by this Agreement. The mechanism and procedures for preventing and resolving industrial disputes will include (but not be limited to) the following.

The party with the grievance must notify the other party at the earliest opportunity of the matter/problem that requires resolution.

Throughout all stages of the procedure, all relevant facts must be clearly identified and recorded.

Sensible time limits must be allowed for completion of the various stages of discussion. However, all parties must co-operate to ensure that those dispute resolution procedures are carried out as quickly as possible.

Either party may have the opportunity to raise the issue to a higher step.

1. The Patrol Officer concerned will first meet and confer with their immediate Manager. The Patrol Officer may appoint another person to accompany and advise them, which may include a Patrol Representative.
2. If the matter is not resolved at such a meeting, the parties will arrange further discussions, involving senior management as appropriate. The Patrol Officer, Convenor and an AMWU official will be involved in the discussion with Management.
3. In the event that there is agreement that reference to more senior management would not resolve the matter, the parties may jointly (or individually) refer the matter to the NSW Industrial Relations Commission, in exceptional circumstances, for resolution and/or recommendation to assist the parties in the resolution of the matter.

While the above procedure is being followed the Company shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

## **41. Performance Management and Discipline**

NRMA will provide performance feedback and counselling to Employees on their work performance, attitude or behaviour. The process is:

- (a) informal personal discussions between line managers and Employees;
- (b) development of performance improvement plans;
- (c) performance review;

In the event that an Employee's performance continues to be unsatisfactory, or for issues under misconduct, measures that NRMA may take include:

- (d) a caution or reprimand or counselling;
- (e) verbal and written warnings;
- (f) demotion; or
- (g) dismissal.

Before any of the above action (d) to (g) may take place, a Patrol Officer must be made aware that he has the right to have a Patrol representative present.

Disciplinary action will be implemented in relation to the nature of conduct and as deemed appropriate by Management. Any dispute or grievance arising out of any disciplinary or performance related matter may be dealt with under Clause 40 (Resolution of Workplace Disputes)

### **Suspension of Duty**

An Employee may be suspended with pay in order for NRMA to conduct an investigation into allegations of misconduct.

## **42. Voluntary Redundancy**

Redundancy is the loss of employment due to NRMA no longer requiring the work being performed by an Employee or Employees to continue. NRMA shall explore opportunities for voluntary redundancy where appropriate.

Invitations for expressions of interest in voluntary redundancy shall be made by NRMA, where appropriate.

Notwithstanding the invitations, NRMA has the right not to formally offer redundancy to Employees who express an interest.

### **42.1 Voluntary Redundancy**

Where NRMA has made the decision to terminate the employment of an Employee(s) on account of voluntary, NRMA will notify the employee(s) at the first reasonable opportunity, giving relevant redundancy information including a written statement of the reason(s) for the termination(s), and the period over which the termination(s) are intended to be carried out.

### **42.2 Retrenchment Process**

In the event that an Employee accepts a voluntary redundancy, the following retrenchment provisions and payments will apply. The Employee will receive:

- (a) eight (8) weeks notice or payment in lieu;

- (b) three (3) weeks salary for each year of continuous service capped at seventy five (75) weeks;
- (c) pro rata unused long service leave after five (5) years continuous service; and
- (d) unused accrued annual leave.

This clause will not apply to Employees with less than one (1) year's continuous service, including but not limited to probationary Employees.

Signature Page

Signed as an Agreement

The Common Seal of NRMA Limited (ABN 65 090 197) is affixed in accordance with its Constitution in the presence of:

Signature of Director	Signature of Secretary
Name of Director in full	Name of Secretary in full
Date: _____	

Signed for and on behalf of the Automotive, Food, Metals and Engineering, Printing and Kindred Industries Union by:

Name of Witness	Signature of AMWU Official
Signature of Witness	Name of AMWU Official in full
Date: _____	

## APPENDIX A

### 1. Basis of Calculation of Total Wage (Load Factor)

On average each Employee will work in each year:

- (a) 38 Saturdays worked at penalty rate of time and one half  
= 144.4 hours of penalty pay per year.
- (b) 38 Sundays worked at penalty rate of double time  
= 288.8 hours of penalty pay per year.

- (c) 8 Public Holidays at penalty rate of double time  
= 60.8 hours of penalty pay per year.
- (d) A total of 494 hours penalty pay is to be paid to each Employee each year  
= equals 9.5 hours per week.
- (e) 9.5 hours is equal to 25% of a 38 ordinary hour week. Therefore the load factor of 25% is applied to the Shop Rate in order to determine the total wage.

## 2. Total Wage Structure

The wage structure used to determine the “Shop Wage” and “Total Wage” is:

- (a) Award: The award rate for employees classified as C10 wage rate prescribed in the Award.
- (b) Over Award: The amount paid by the Association in addition to the Award Rate to make up the Going Rate.
- (c) Tool Allowance: That amount prescribed in the Award.
- (c) Going Rate: Award Rate plus the Over Award payment.
- (d) Industrial Allowance: The amount paid by the NRMA for factors pertaining to Road Service Mechanics.
- (e) Shop Rate: Going Rate plus the Industrial Allowance.
- (g) Total Rate: The “Shop Rate” plus the loading factor (25%) as determined in (1) above.

## 3. Employee Weekly Minimum Wage Rates

	Level 1	Level 2	Level 3	Level 4
Award	542.20	542.20	542.20	542.20
Over Award	163.04	171.84	183.84	196.64
Tool Allowance	11.60	11.60	11.60	11.60
Going Rate	716.84	725.64	737.64	750.44
Industrial Allowance	27.02	27.02	27.02	27.02
Shop Rate	743.86	752.66	764.66	777.46
Weekend & Public Holiday Loading (25%)	185.97	188.17	191.17	194.37
Total Rate	929.83	940.83	955.83	971.83
Shift Penalty Applicable to afternoon and midnight shifts	111.58	112.90	114.70	116.62
Leave Loading	130.18	131.72	133.82	136.06
Overtime	39.15	39.61	40.25	40.92
Meal Allowance	9.10	9.10	9.10	9.10
Laundry Allowance	7.42	7.42	7.42	7.42
Standby Allowance (Country Branches)	32.00	32.00	32.00	32.00
Multi Skilled Patrol Officer (VI)	Allowance of \$25.75 added to Shop Rate			
Patrol Team Leader	Allowance of \$36.00 added to Shop Rate			
Christmas Day Meal Allowance	Allowance of \$35.00 added to Shop Rate			

## APPENDIX B

### Tool Requirements

Spanners	Sockets
A F Open Ended ¼" - 7/8"	½" Drive 24 Pce A F / Metric Set
A F Ring 3/8" - 1"	Miniature 39 Pce 3/8" Drive AF/Metric
A F Open Ended/Ring ¼" - 1"	Spark Plug Sockets
Met Open Ended 8mm - 19mm	Allen Keys
Met Ring 8mm - 19mm	Metric/A F
Met Open Ended/Ring 7mm - 22mm	Hammer
Ignition Spanner Set A F & Metric	Ball Peine
Shifting Spanner 6", 10", 15"	Hacksaw
Screwdrivers (Total 9)	12" Frame & Blade
Phillips Head (3)	Files
Stubby Phillips (1)	8" Warding
Flat Blade (3)	10" Round
Stubby Blade (1)	10" Bastard Cut
Small Jewellers Set	Points File
Chisels & Punches	Feeler Gauges
12 Piece Punch & Chisel Set	Tyre Valve Tool
Pliers	12v Soldering Iron
8" Combination	1 Pair Scissors
8" Long Nose	1 Stanley Knife/Pen Knife
7" Side Cutters	
12" Multigrips	
10" Vice grips	
Circlip Pliers (Reversible)	

All hand tools listed above are considered essential in discharging Road Service duties. Tools and equipment in excess of those listed above may be carried however they must be approved by Manager and added to check list.