

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA01/105

TITLE: NRMA Limited Customer Response and Call Centres Agreement

I.R.C. NO: 2001/1549

DATE APPROVED/COMMENCEMENT: 13 March 2001

TERM: 24 months

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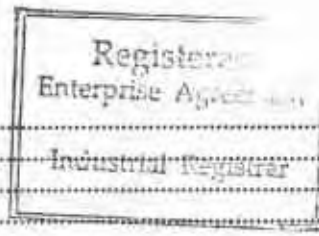
EMPLOYEES: Applies to all Call Talking and Customer Response staff employed by NRMA Road Service

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



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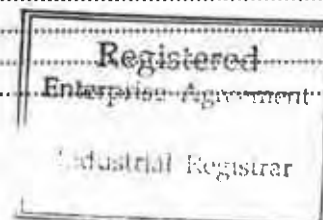
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1. Parties To The Agreement

The parties to the Agreement are NRMA Limited and the Federated Clerks Union of Australia, NSW Branch, hereafter referred to as the Australian Services Union (ASU).

1.1 ASU - Recognition Clause

NRMA Limited recognises ASU as the relevant union to cover all categories of staff working in the Road Services Customer Response and Call Centres. NRMA Limited believes in and supports responsible Unionism and the principles of industrial democracy.

2. Term Of The Agreement

- a) This Agreement will come into operation on the date of certification by the NSW Industrial Relations Commission (NSWIRC). The term of this Agreement will expire 2 years from the date of approval by the NSWIRC.
- b) This Agreement applies to and is binding on all categories of Call Taking and Customer Response staff employed by NRMA Road Service. Refer to Clause 9 for categories of staff.
- c) This Agreement shall be known as NRMA Limited Customer Response and Call Centres Agreement.

3. Relationship To Parent Award

This Agreement is read and interpreted in conjunction with NRMA Limited Call Centre and Customer Response Award 2000. Where any inconsistencies exist between the Award and this Agreement, this Agreement will prevail.

4. Terms And Definitions

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

Name	Definition
Afternoon Shift	Means any shift commencing after 12 noon and finishing before 12 midnight
ASU	Means the Federated Clerks Union of Australia (NSW Branch)
Award	NRMA Road Service Call Centre and Customer Response Award 2000
Business unit	A group of staff within a division or department
Call Back	Person called back to work a second shift on the same day as they have worked a normal rostered shift
Call Out	All work done outside rostered hours when not attached to another shift
Casual staff	A person employed on a casual basis for the purpose of meeting particular needs
Categories of Staff	Full-time shift employee, full-time day work employee, part-time shift employee, part-time day work employee, midnight shift employee, casual employee and temporary employee
Commission	NSW Industrial Relations Commission

Day Shift	Means any shift commencing between 5am and 12 noon inclusive
Day Work	Means any permanent arrangement where staff work between the hours of 7am and 7pm, Monday to Friday inclusive
Early Start	Working hours done prior to commencement of rostered shift
Employer	Means NRMA Limited
Full-time staff member	A person who is employed to work 152 hours per four week cycle and 38 hours per week based over a 12 week cycle
Night Shift	Any rostered shift ceasing between 12 midnight and 7 am
NRMA	Shall mean NRMA Limited
Ordinary Wage	Referred to 'total wage' throughout document
Part-time staff member	A person who is employed to work less than 152 hours per four week cycle and/or works less than 38 hours per week
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
Rostered Day off	Is any day other than a "weekend" day or normal working day
Temporary employment	Temporary staff may be employed by NRMA Limited 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
Total Wage	Referred to as "Ordinary Pay" on pay slip advice. Is award plus loading
Union Representative	Person who is a staff elected Union delegate
Work back	Working hours done after completion of rostered shift

5. Implementation and Review

NRMA Limited and ASU are committed to the involvement of staff in the implementation of the Agreement. NRMA Limited and ASU will together develop a comprehensive communication package for the implementation of this Agreement.

For this Agreement, there will be a document showing the areas that have changed from the previous Agreement.

5.1 Agreement Display

- a) A copy of this Agreement shall be available for viewing at each Customer Response and Call Centre location. An employee may make a personal copy of the Agreement.
- b) A copy of the Human Resources Handbook will be made available at each Customer Response and Call Centre location for staff to view.



6. Workplace Commitments

6.1 NRMA/ASU Partnership

- a) NRMA Limited and ASU commit to working together, through the life of this Agreement, to ensure the maximum well being of NRMA Limited and its employees. The parties will strive to maintain and enhance a robust relationship of mutual cooperation and support. ASU acknowledges the desire of NRMA Limited to review its structure, and will support initiatives aimed at achieving its strategic objectives.
- b) The cooperative relationship between NRMA Limited 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 Road Service staff. NRMA Limited is committed to sharing appropriate information with the ASU.

The consultation process between NRMA Limited and ASU, will consist of consultative committee meetings to discuss, but will 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 Limited. 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 Limited's productivity and the quality of the working life of NRMA Limited staff.

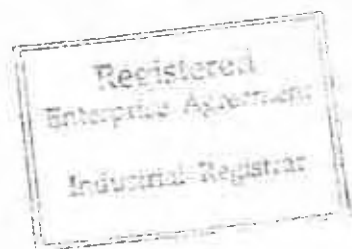
6.2 Flexibility in the Workplace

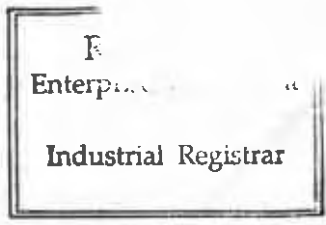
With modern trends and the increase in competitors within the customer service industry, there is a need for flexibility within our environment if we are to stay ahead of competitors. It is proposed that this flexibility should extend to individual Business Units within Road Service.

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:

- customer demands
- new products
- competitor activity

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





7. Australian Services Union

7.1 Induction

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

7.2 Office Representatives

- a) Office representatives appointed by the Union and endorsed by the employees shall be allowed the necessary time during working hours to interview NRMA Limited, their representative or employees on matters affecting employees who they represent.
- b) All meetings held with the agreement of management will be paid at total rate plus shift penalty, (if appropriate) and treated as time worked. Travelling time will not be paid.
- c) Alternatively, this time may be taken as time in lieu, at a time mutually agreed with management and within four (4) weeks of accrual.
- d) 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 takes 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"> • the name(s) of employee(s) seeking leave • the period of time for which leave is sought • the title, description and agenda of the course or courses to be attended • a copy of the syllabus or curriculum of course or courses to be attended, if available
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



e) **Consultative Committee**

A consultative committee will meet a minimum of 3 times per year. The committee will comprise 12 representatives as follows:

- 1 Representative from each site (Villawood, Gosford, Parramatta & Canberra)
- 1 Union Convenor
- 1 Union Official
- 1 Management representative from Customer Response
- 1 Management representative from Call Centres
- 2 Senior Managers
- 1 Human Resources representative

7.3 Entry to the Workplace

An accredited representative of the Australian Services Union (ASU) shall have the right to enter the premises of NRMA Limited during the ordinary hours of duty. This is 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:

- management are advised of the intention to visit where possible;
- they produce their authority to NRMA Limited or other such persons as the employer may appoint;
- they are engaged in legitimate union business and does not unduly interfere with the work being performed by NRMA Limited staff.

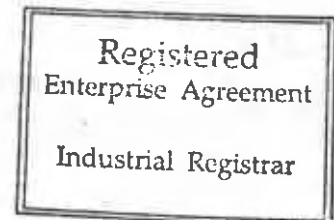
7.4 ASU Fees

NRMA Limited will continue to deduct union fees from payroll, where the staff member so requests.

7.5 Workforce Information

On request, NRMA Limited will provide ASU state branches with the following:

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



8. Salary Increase

Year 1

Staff will receive an across the board increase of 4% to their award wage effective 28 November 2000. Staff will receive a further 0.5% increase to their award wage in lieu of the telephone allowance.

The total salary increase for Year 1 is 4.5%.

Year 2

Staff will receive an across the board increase of 4% to their award wage effective the first full pay period that falls one year after the date that staff endorse the Agreement.

NRMA and ASU will reconsider the merits of the remuneration system which incorporates the principles of individual performance reward and incentive schemes at the end of Year 1. Both parties will discuss the agreed principles and safeguards with staff. If all parties agree to implement the new remuneration system in Year 2, the across the board increase of 4% will no longer apply.



9. Salary Structure

a) The minimum rates of salary in NRMA Limited for the grades as defined by the Agreement are:

Year 1

Shift Workers			
Grading	Award Wage	24%Loading	Total Wage
Customer Response Consultant	\$565.89	\$135.81	\$701.70
Call Centre Consultant	\$565.89	\$135.81	\$701.70
Customer Response Officer	\$503.83	\$120.92	\$624.75
Call Centre Officer	\$503.83	\$120.92	\$624.75
Customer Response Trainee	\$467.00	\$112.08	\$579.08
Call Centre Trainee	\$467.00	\$112.08	\$579.08

Day Workers			
Grading	Award Wage	10%	Total Wage
Customer Response Consultant	\$565.89	\$56.59	\$622.48
Call Centre Consultant	\$565.89	\$56.59	\$622.48
Customer Response Officer	\$503.83	\$50.38	\$554.21
Call Centre Officer	\$503.83	\$50.38	\$554.21
The minimum rate for a day worker is the appropriate Award Wage plus 10%			

Registered
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Industrial Registrar

Year 2

Shift Workers			
Grading	Award Wage	24%Loading	Total Wage
Customer Response Consultant	\$588.53	\$141.25	\$729.78
Call Centre Consultant	\$588.53	\$141.25	\$729.78
Customer Response Officer	\$523.98	\$125.76	\$649.74
Call Centre Officer	\$523.98	\$125.76	\$649.74
Customer Response Trainee	\$485.68	\$116.56	\$602.24
Call Centre Trainee	\$485.68	\$116.56	\$602.24

Day Workers			
Grading	Award Wage	10%	Total Wage
Customer Response Consultant	\$588.53	\$58.85	\$647.38
Call Centre Consultant	\$588.53	\$58.85	\$647.38
Customer Response Officer	\$523.98	\$52.40	\$576.38
Call Centre Officer	\$523.98	\$52.40	\$576.38
The minimum rate for a day worker is the appropriate Award Wage plus 10%			

NB: For the purposes of this Agreement, staff with case management and resourcing responsibilities will be covered by the minimum rate of a Customer Response Consultant.

- b) A working party will be formed on ratification of the Agreement to discuss career progression in the Call Centres and Customer Response. In particular, progression from a trainee, officer and consultant. The working party will develop a proposal for discussion at the Consultative Committee in February 2001.

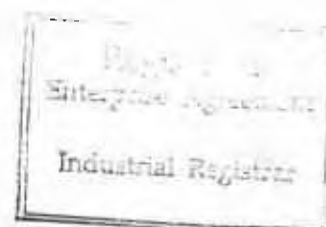
10. Superannuation

NRMA staff will be 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.

11. Resolving Work Place Issues

11.1 Overview

It is recognised that the best local environment is one in which managers and staff work together to address issues of concern and resolve problems quickly and cooperatively without needing external assistance or direction. NRMA Limited expects staff to consult their manager and their manager 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 expected to quickly and effectively resolve staff grievances or concerns, where possible.



11.2 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	The staff member should first discuss the matter with their immediate manager or team leader who must make every effort to resolve the matter.
2	If the matter is not resolved, the employee with a Union representative will discuss the matter with the Telephone Business Manager or the Customer Response Manager and a representative from Human Resources where every effort will be made to resolve the matter.
3	If the matter is not resolved the employee should discuss the matter with the Call Centres & Customer Response Operations Manager, a representative from Human Resources and a Union representative.
4	If the matter is not resolved it will be discussed between the Manager of Road Service, a Human Resources representative, a Union Organiser and a Union representative.
5	No industrial action of any nature is 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 Limited practices, procedures and policies in place at the time of the grievance.
6.	If the matter is not resolved either party may notify the Industrial Relations Commission of NSW to resolve the issue.

11.3 ASU involvement

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.

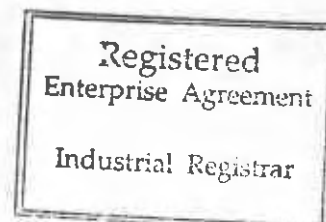
12. Workforce Planning Arrangements

12.1 Staffing Levels

NRMA Limited and staff recognise the need to ensure that staffing levels across NRMA Limited meet customer 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 consult the staff and take into account appropriate factors.

Within NRMA Limited, measures will include:

- customer satisfaction indicators
- productivity for paid hours
- percentage of available time
- telephone service levels
- receipt to arrival
- expenses
- other related indicators eg projected staff turnover



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

Unit performance including productivity results will be discussed with staff as part of the normal communication meeting process.

12.2 Achieving the Workforce Plan

NRMA Limited 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 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 NRMA Limited.

12.2.1 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, eg. 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.

12.2.2 Options for Achieving the Workforce Plan

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

- transfer of staff to alternative employment
- redeployment/redundancy/retrenchment
- employment at a lower wage

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

12.2.3 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.

12.2.4 Advertising Vacant Positions

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

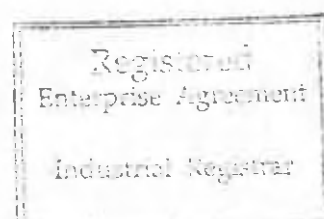
Any position becoming vacant within the Customer Response and Call Centre Teams shall be advertised internally, eg. noticeboards, jobspot, and may also be advertised externally.

12.2.5 Staff Selection

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

12.3 Alternative Employment

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



12.3.1 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 NRMA Limited 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 12.1 "Staffing Levels".
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 NRMA, then the Redeployment/Redundancy process will be applied. (Refer to clause 12.4 "Redundancy").

12.3.2 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 salary.

12.3.3 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 would 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.

12.3.4 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 childcare. 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.

12.3.5 Training

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

12.4 Redundancy

12.4.1 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.

12.4.2 Definition of Redundancy

Redundancy is where a position is no longer required to be performed as a result of a re-organisation of work, the adoption of changed business practices, technological change or changes to business levels.

12.4.3 Redundancy Occurs When

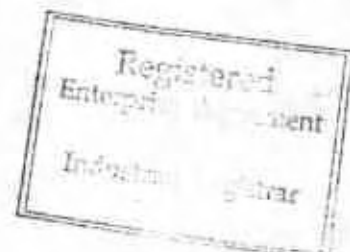
- a position no longer exists, eg. where the duties performed in a position(s) are no longer required to be performed by anyone.
- a location closes and all positions at that location are no longer required.
- fewer staff are required to do the available work, eg. reducing staff numbers to meet customer demands or work levels.
- jobs at a particular level are substantially changed or restructured, advertised, filled and one or more staff members remain unplaced.

12.4.4 Redundancy Does Not Apply

- to staff who leave NRMA Limited 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,
- casual staff employed after 3 October 1997.

12.4.5 Selection Process

Where selection for redundancy is necessary, eg. 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	The location/department manager assesses staff within each category according to performance/skills level.
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"> • remain with NRMA and obtain alternative employment in line with the NRMA's Redeployment Policy, or • leave NRMA with the retrenchment benefit set-out in the clause 12.5 "Retrenchment".

12.4.6 Safeguards

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

- Only the relevant Manager and Human Resources should review the assessments. The results of the assessment should not be used for any other purpose eg. job applications, performance reviews, salary reviews etc.

12.4.7 Redeployment

Staff may be offered a redeployment period on existing salary and conditions. The redeployment period will be dependent on the likelihood of opportunities arising that match the staff member's skills, experience, qualifications and preferred area of work. The Unit Manager and Human Resources will carry out this assessment. 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.

12.5 Retrenchment

12.5.1 When Retrenchment Occurs

Retrenchment occurs where a staff member ceases employment with NRMA because their position becomes redundant.

12.5.2 ASU Notification of Retrenchment

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. On the date on which retrenchments occur, NRMA shall provide the ASU with access and facilities to meet with retrenched staff.

12.5.3 Retrenchment Provisions

a) The following retrenchment provisions apply:

- All staff to be retrenched will be given the maximum forewarning of at least eight weeks written notice or payment in lieu of notice.
- 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.
- 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.

b) Employees with less than 12 months service will not be entitled to the three weeks severance pay.

12.5.4 Salary

Salary is defined as Total Wage as defined in clause 4 of this Agreement. Staff who have changed between full-time and part-time employment will have their entitlements calculated on a pro-rata basis.

12.5.5 Annual Leave

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.

12.5.6 Long Service Leave

Each staff member with more than 5 years continuous service with NRMA will receive pro-rata payment for accrued long service leave.

12.5.7 Superannuation

Contributory members of the NRMA Staff Superannuation Plan who qualify are eligible for a redundancy benefit in accordance with the provisions of the Trust Deed.

12.5.8 Services

Where appropriate outplacement, counselling, taxation and financial planning services will be provided by NRMA.

12.6 Employment at a Lower Wage

12.6.1 Position at a Lower Wage

- a) Where a staff member accepts a position offered by the NRMA, to which a lower wage applies, the staff member's wage will not be reduced as a result of accepting the position.
- b) Where a staff member accepts employment at a lower wage there will be a trial period of three months in the new position. 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 from the date the service actually ends.

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13. HOURS OF WORK

13.1 Intent

- a) Staff and management will work together to achieve NRMA Limited business needs, while ensuring that staff's personal needs are taken into account.
- b) The aim is not to increase the hours staff work, but to provide greater flexibility to when they work. Staff will not be forced to alter their hours of work beyond past rostered times where previously agreed. Staff can volunteer to vary their hours to suit their own needs in the wider span.
- c) However there may be times when rosters may be varied to conform to business needs and operational requirements.

13.1.1 Implementation

- a) NRMA Limited and ASU are committed to the involvement of staff in the implementation of more flexible working patterns.
- b) NRMA Limited will involve the ASU in the process of education and training for managers and staff to develop the knowledge and skills necessary for implementing and managing flexible working arrangements.

13.1.2 Span of Hours

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

13.1.3 Ordinary Hours

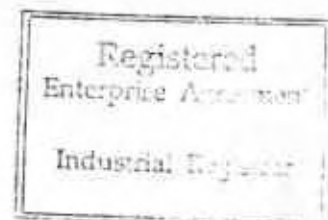
- a) Ordinary hours of work for staff are based on working the standard hours, or in the case of part-timers, their contracted hours over a four weekly cycle.
- b) Ordinary hours of duty (i.e. hours paid at single time) shall not exceed:
 - 8 ½ hours unbroken per day by mutual agreement
 - 152 hours per 4 week cycle
- c) This means that any combination of ordinary hours over a 4 week period cannot exceed 152 hours.
- d) The ordinary hours are averaged over each 12 week cycle.

13.2 Shift Work

Shift workers shall work on a continuous rotating shift system.

13.2.1 Days Worked

- a) Staff are not to be rostered to work more than five consecutive days in any seven day period.
- b) A rotating roster part-time shift worker works a rotating shift and follows a team. The ordinary hours they work will be less than 38 hours per week. Some hours may be outside the normal spread of hours 7.00am to 7.00pm, Monday to Friday.
- c) A part-time shift worker works a shift anytime between Monday and Sunday.



13.2.2 Meal Breaks

- a) Shift workers shall be allowed thirty minutes meal break and such time will be counted as time worked. Breaks for lunch will commence between 10am and 1pm. Breaks for dinner will commence between 5.30pm and 9.00pm. Meal breaks may be taken outside of this time by agreement between the staff member and team manager.
- b) The present practice of allowing ten-minute coffee breaks will continue in accordance with the following:
 - staff that work more than 2 hours and up to 4 hours are entitled to 1 coffee break
 - staff that work more than 4 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.
- c) All part-time shift workers are entitled to half an hour paid meal break when working in excess of 4 hours on a shift and on a call out.

13.3.3 Overtime

- a) Payment at the rate of double time shall be paid on the award wage as defined for all work performed:
 - in excess of 7.6 hours in any shift for staff or outside the rostered hours of any shift.
 - on more than 10 rostered shifts in any period of 14 consecutive days
 - on a rostered day off/ weekend day off
 - on the second shift when an employee is required to work two shifts in immediate succession
- b) Double time and a half will be paid for overtime worked on public holidays for a minimum payment as for 4 hours worked.
- c) When overtime is necessary it shall, when reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days. If under the instruction of NRMA Limited, 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
- d) Part-time shift workers (including rotating roster) 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. If required to work, or to attend training sessions in excess of their normal pattern of hours, other than Rostered Days Off, they will be paid at:
 - the single hourly rate for all time to 7.6 hours per shift and 38 hours per week
 - after 7.6 hours work on one shift, payment is at double time of the Award wage
 - the shift allowance will be paid on all shift hours worked, but it will not be paid on overtime hours worked
- e) For part-time shift workers, who return to work after a shift has been completed (Call Back), payment is at the rate of double time on the Award Wage. Meal break and Meal Money are the same as for a Call Out.



13.3.4 Overtime Graph

- a) One overtime graph will be maintained for each Customer Response Centre at Villawood and Canberra and a combined graph for Call Centres at Parramatta and Gosford. This will be updated weekly. A copy will be available in each site for staff to view.
- b) Staff who are on restricted duties due to ill health will be excluded from the overtime graph to assist in their speedy recovery.
- c) The accumulated overtime for staff will be updated weekly on the appropriate graph. This graph will be zeroed off at the commencement of each financial year being the 1st July each year.
- d) The method of allocating overtime is as follows:

The lowest overtime earner will be first offered through to the highest earner of overtime dependent on skills required. During this process, all staff (excluding casuals) will be offered the opportunity to work overtime regardless of whether they are a shift worker, day worker, full-timer or part-timer. A casual employee may be utilised after all staff have had opportunity through the overtime graph.

13.3.5 Meal Money

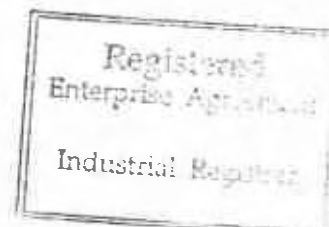
- a) An employee shall be paid a meal allowance of \$11.70 when overtime on the completion of the shift exceeds one hour and again when it exceeds four hours.
- b) Meal money shall be paid as part of the normal weekly payroll system.
- c) For all part-time shift workers one meal payment is paid if they work in excess of 8.6 hours in one shift i.e. 7.6 hours at the normal rate of pay then one (1) hour overtime. Meal money is paid again if they work in excess of 4 hours overtime.

13.3.6 Meal Break on Overtime

- a) An employee shall be provided with a meal break period of 30 minutes without loss of pay when:
 - overtime exceeds 2 hours and then in excess of each subsequent 4 hour period
 - when required to work overtime in excess of each 4 hour period before the commencement of the shift or on their rostered day off
- b) The present practice of coffee breaks in addition to the meal breaks will continue. The following entitlements will apply for meal and coffee breaks for call outs or early starts:
 - staff that work more than 2 hours and up to 4 hours are entitled to 1 coffee break
 - staff that work more than 4 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

13.3.7 Call Out

- a) The minimum call out is 4 hours.
- b) For rotating part-time shift workers, payment is at the ordinary rate of pay for a call out with a minimum payment as for 4 hours worked if it is not on a Rostered Day Off. They are also entitled to one payment of meal money if they work in excess of 4 hours.
- c) For other part-time shift workers, payment is at the ordinary rate of pay other than for weekends with a minimum payment as for 4 hours worked. They are also entitled to one payment of meal money if they work in excess of 4 hours.



13.3.8 Christmas Day

- a) For all time worked on Christmas Day double time, calculated on the award wage (ordinary hours), will be paid in addition to normal wages.
- b) The customary meal will be provided by NRMA Limited.
- c) A meal break of 1 hour without loss of pay will apply to all staff who have worked in excess of 4 hours.

13.3.9 Permanent Midnight Shift

No NRMA Limited staff will be required to rotate through nightshift.

13.3.10 Rostered Days Off/ Weekend Days Off

- a) Rotating roster part-time shift workers will have 7 rostered days off in a 3 week cycle.
- b) Other part-time shift workers will nominate two days off as their "weekend days off".

13.3.11 Public Holidays

- a) New Years Day, Australia day, Good Friday, Easter Saturday, Easter Monday, Anzac day, Queens Birthday, 8 hour day, Christmas and Boxing Day and any other day gazetted for a public holiday for NSW are public holidays.
- b) Staff employed in the ACT are also entitled to Canberra Day.

13.4 Day Work

13.4.1 Ordinary Hours

- a) Ordinary hours for day workers will be 38 hours per week.
- b) A part-time day worker works less than 38 hours per week, Monday to Friday. They can work less than 152 hours in each 4-week cycle.
- c) Ordinary hours will be worked at anytime between 7am to 7pm Monday to Friday.
- d) No current staff employed as shift workers will be forced to transfer to day work.

13.4.2 Meal Breaks

All Day workers are entitled to half an hour unpaid meal break when working in excess of five (5) hours.

13.4.3 Overtime

- a) After 7.6 hours work on any one shift, or any hours worked before 7.00am and after 7.00pm Monday to Friday, payment is at time and one half for the first two hours then double time thereafter calculated on the award rate of pay.
- b) Part-time staff on occasions may be required to work in excess of their normal pattern of hours. The requirement to do so should occur on an irregular basis only. If required to work or to attend training sessions in excess of their normal pattern of hours, a part-time day worker is paid at the single hourly rate for all time up to 7.6 hours and 38 hours per week.
- c) If a part-time day worker is called back to work a second shift after the completion of their normal shift then they will be paid double time for a minimum period of 4 hours.



13.4.4 Meal Money

All day workers are entitled to one payment of meal money if they work in excess of 8.6 hours in one shift ie. 7.6 hours at the normal rate of pay then 1-hour overtime. The same applies to a call out.

13.4.5 Meal Break on a Call Out

All day workers are entitled to a half an hour unpaid meal break when working in excess of 4 hours.

13.4.6 Call Out

Payment is at the ordinary rate of pay for a call out with a minimum payment as for 4 hours worked between Monday and Friday.

13.4.7 Public Holidays

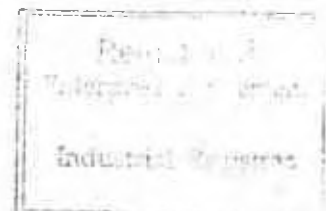
- a) New Years Day, Australia day, Good Friday, Easter Saturday, Easter Monday, Anzac day, Queens Birthday, 8 hour day, Christmas and Boxing Day and any other day gazetted for a public holiday for NSW are public holidays.
- b) Staff employed in the ACT are also entitled to Canberra day.
- c) Staff employed as day workers are also entitled to one additional day of annual leave each year in lieu of Picnic day.

14. Casual Employment

14.1 Conditions for employment

NRMA Limited may employ people on a casual basis for the purpose of meeting particular needs. Casual employment is not recognised as a standard form of employment. Staff engaged on a casual basis shall be subject to the terms and conditions specified below:

Term	Condition
1	For work done between 7.30am and 5.30pm, Monday to Friday inclusive, an amount equal to 1/38 of the Award Wage, in addition a loading of 20% of that salary will be paid for each hour worked.
2	The appropriate weekly salary will be determined by the grade 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	In addition to the amounts as defined above, casual employees shall be paid: <ul style="list-style-type: none">• time and a half for work done on Saturdays• double time for work done on Sundays and• double time and a half for work done on Public Holidays.
5	The maximum number of hours a person may be engaged as a casual staff member is one thousand (1000) hours per calendar year.



15. Leave

15.1 Annual Leave

15.1.1 Intent

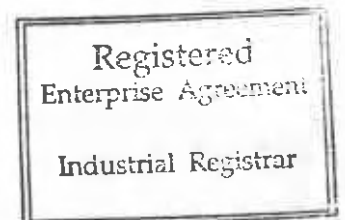
Annual leave is to provide staff with an opportunity to take an extended break from work. Therefore, staff are encouraged to take their annual leave within a reasonable period of its accrual.

15.1.2 Entitlement

- a) 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) Day workers will be entitled to four (4) weeks annual leave in accordance with the NSW Annual Holidays Act.
- c) Part-time staff are entitled to a pro rata portion of annual leave depending on hours worked and their employment classification.

15.1.3 Scheduling Leave

- a) NRMA Limited 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.
- b) By mutual agreement with management leave may be taken in two or more separate periods.
- c) Staff can utilise up to five days of their annual leave as single day leave subject to the agreement of management.
- d) In applying these arrangements, managers and staff should consider:
 - work requirements of the area
 - staff member's health and well being



15.1.4 Payment

- a) 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.
- b) No payment will be made in advance for leave that has not been earned.

15.1.5 Termination of Employment

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.

15.1.6 Leave Loading

- 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.
- b) No loading is payable to an employee who takes annual leave in advance, provided that if employment continues until the day the employee becomes entitled to annual leave the loading becomes payable calculated using the Award Wage payable on that day.

- c) No loading is payable on termination of an employee's employment, provided that when an employee is terminated by NRMA Limited for a reason other than misconduct, and at the time of the termination the employee has not taken the whole of annual leave to which they are entitled, they shall be paid a loading for the period not taken.

15.2 Sick Leave

15.2.1 Overview

NRMA Limited 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.

15.2.2 Notification

Employees unable to attend work must advise a Customer Response or Call Centre Team Manager of their inability to attend work as early as possible and give an estimate of the likely duration of their absence.

15.2.3 Proof of Illness

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

15.2.4 Non Payment of Sick Leave

- a) Employees applying for sick leave shall have regard to the trust and responsibility given to them by NRMA Limited. Where this trust and responsibility is ignored or abused NRMA Limited may suspend paying sick leave.
- b) 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

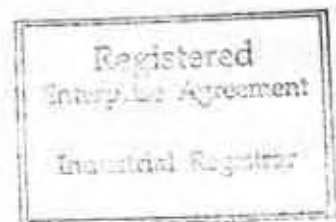
15.2.5 Reinstatement of Leave

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.

15.2.6 Amount of Sick Leave

- a) Full-time employees covered by this Agreement are entitled to:

Year of Service	Days Sick Leave
1st	8
2nd	10
3rd	12



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

Worked days per week	1st Year	2nd Year	3rd Year and thereafter
1	2	2	2
2	3	4	5
3	5	6	7
4	6	8	10
5	8	10	12

15.2.7 Unused Leave

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

15.2.8 Establishing Credits

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

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

15.3 Long Service Leave

15.3.1 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.

15.3.2 Amount of Leave

- a) 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**

- b) **Completed 5 But Less Than 10 Years Adult Service**

Entitled to Pro rata Benefits:

- (i) If dismissed for any reason other than serious and wilful 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
 - (iv) Staff are not entitled to Pro rata Long Service Leave if you are retiring, must have 10 Years Service
- c) **Completed at Least 10 But Less than 15 Years** (including service as a Junior)
 - (i) Entitled to pro rata benefits (regardless of the reason for termination) for the actual period of service inclusive of any part year worked

d) Completed at Least 15 Years Service (including service as a Junior)

- (i) 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)

15.3.3 Payment for Period of Leave

- a) Except on termination, payment shall not be made in lieu of leave. Leave shall be paid for at the employees' ordinary rate of pay. Ordinary Pay shall not include shift allowances, overtime, penalty rates or other allowances. Ordinary Pay shall include weekly average of over award payments, bonuses or other similar payments.
- b) Leave can be paid in advance, weekly or in any other agreed way
- c) On cessation of employment, payment shall be made in a lump sum.
- d) On death, payment is made only on production of Probate or Letters of Administration. This is upon request of employees' personal representative.

15.3.4 Time of Taking Leave

Leave shall be granted by the employer as soon as practicable, having regard to the needs of NRMA Limited or if leave is broken at such time or times as may be agreed between the employer and employee.

15.3.5 Granting Leave in Advance

NRMA Limited 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.

Should the employment be subsequently terminated, NRMA Limited may deduct ordinary pay for the period of the leave granted in advance from whatever monies are payable to the staff member upon termination.

15.3.6 Notice to Take Leave

Except where an employee agrees otherwise, the employer shall give at least twenty eight days notice.

15.3.7 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.

15.3.8 Holidays and Annual Leave

- a) Long Service Leave is exclusive of Annual Leave.
- b) 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.



15.3.9 Casuals Entitlements

- a) 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.
- b) Casuals, however, can only count service after 8 May 1985. This means that casuals employed with one employer will not qualify for pro rata payments until 8 May 1990 and full leave entitlements until 8 May 1995.
- c) 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.

15.4 Parental and Child Care Leave

NRMA recognises the value of staff and encourages their return to work and continuation of employment following Parental Leave. 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.

15.4.1 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 while working with NRMA 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.

15.4.1.1 Options for Taking 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.

12 Months Parental Leave	Up to 12 months Child Care Leave
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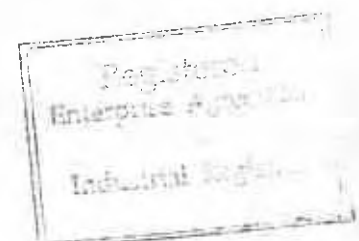
Maximum 2 years at once

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.

up to 12 months PL	up to 6 months CCL		up to 6 months CCL
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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.

up to 12 months PL		6 months CCL	up to 6 months CCL
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Maximum 2 years taken in 2 lots

15.4.1.2 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.

15.4.1.3 Conditions of Parental Leave

- a) 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.
- b) 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.

15.4.2 Parental Leave - Return to Own Job

- a) 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.
- b) 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.
- c) 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.

15.4.3 Casual Work During Parental Leave

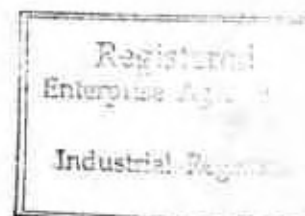
- a) Staff may undertake casual employment with NRMA while on Parental or Childcare Leave. Such a staff member is to be employed as a Casual as stated in the clause named "*Casual Employment*" of this Agreement. This employment will not alter the staff member's contract of employment nor affect any Parental or Childcare Leave entitlements.
- b) Staff are prohibited from working for another Organisation while on Parental and Childcare Leave.

15.5 Personal/Carer's Leave

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



- b) 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
- c) The entitlement to use sick leave in accordance with this subclause is subject to:
- i) The employees being responsible for the care and support of the person concerned; &
 - ii) The person concerned being:
 - a spouse of the employee;
 - or a defacto 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 defacto spouse of the employee; or
 - a same sex partner who lives with the employee as the defacto 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 blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.
- d) 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



15.5.1 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"> Caring for a family member who is ill and/or taking them to a medical appointment, eg. doctor, dentist, specialist etc.
Entitlement	<ul style="list-style-type: none"> 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. 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. 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.
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"> 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. All sick leave taken to care for a family member, must be supported by satisfactory evidence, eg. 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.

15.5.2 Annual Leave

- a) 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"> 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. Where it is not possible to give prior notice, the staff member will notify their manager as early as possible on the day.
Proof (if req'd)	Annual leave used without prior notice a medical certificate or other satisfactory evidence must support a family member who is ill.

- b) 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 a medical certificate supports the illness or incapacity, and the staff member has sufficient sick leave entitlement.

- c) 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'.
- d) 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
- e) 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.
- f) If 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.
- g) Where no election is made the employee shall be paid overtime rates in accordance with the award.
- h) 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 under this Agreement, at the ordinary rate of pay.
- i) 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.

15.6 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"> • A maximum of two days without loss of pay on each occasion, which may be used for the above purpose only. • 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. • Such leave may be taken as full or half days and does not accumulate from year to year. Staff entitlement will be updated annually.
Notification	<ul style="list-style-type: none"> • 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. • 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.
Proof (if req'd)	<ul style="list-style-type: none"> • All absences of more than one day must be supported by satisfactory evidence.



16. Jury Service

- a) Where an employee is required to attend for jury service or as witness during their ordinary rostered hours they shall be paid the difference between the amount paid in respect to their attendance for such jury service and the amount of wage they would have normally received. This amount is in respect of the ordinary time they would have worked had they not been on jury service or as a witness.
- b) The employee shall notify NRMA Limited as soon as possible of the date upon which they are required to attend for jury service.
- c) The employee shall give NRMA Limited proof of their attendance, its duration and the amount they received for this service excluding travel allowance.

17. NRMA/ASU Initiatives

17.1 Assistance With Childcare

NRMA is committed to assisting staff with childcare issues. Initiatives currently include:

- providing a Childcare Referral Information Service in line with staff needs
- providing information through the Work and Life Handbook, NRMA Times and seminars

A comprehensive policy has been established which can be obtained through the relevant Human Resources Manager.

17.2 External Study Assistance

- a) NRMA is committed to increasing the value and productivity of its workforce. To help facilitate this, NRMA has a comprehensive external study policy, which encourages individuals to undertake relevant external study.
- b) NRMA will continue to review periodically its external study assistance policy with the aim of continually offering benefits to its staff, which are similar to those offered by other comparable organisations.
- c) These incentives are detailed in the HR handbook

17.3 Performance Planning

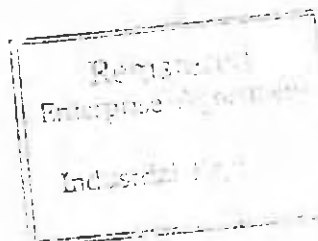
17.3.1 Overview

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

17.3.2 Performance Planning Kit

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

Details of the NRMA's performance management system guidelines are contained in the Performance Management Kit.



17.3.3 Counselling Guidelines

When counselling staff on their unsatisfactory work performance or poor attendance (eg. 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 below.

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, Road Service. 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 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 third 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.

d) ASU Involvement

The staff member may also seek the assistance of the ASU at any stage during the process. The ASU Representative will then contact Human Resources.

17.4 Occupational Health and Safety

a) NRMA Limited and ASU recognise the importance of maintaining healthy and safe conditions in all workplaces. Together with the ASU, NRMA Limited maintains a commitment to the health, safety and welfare of all staff through the following initiatives:

- the Occupational Health and Safety Committee
- Health and Safety Representatives in designated work locations

b) NRMA Limited with the cooperation of the ASU are committed to maintaining the objectives and standards for health and safety. NRMA Limited and ASU will review the OHS Program on an on-going basis. The parties acknowledge this commitment is best achieved through joint involvement of management, staff and ASU.



18. Higher Duties

- a) When an employee is required to act in a higher position and carry out the duties and assume the responsibilities of the position for one month or more, such employees shall be paid not less than the minimum rate prescribe for such higher positions for all time whilst so engaged.
- b) Higher duties are 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 position of a lower grade, their wage remains unchanged. The amount is payable on minimum rates for each grade. No increase is payable where a staff members wage is equal or greater than the minimum wage for the grade they are acting in.

19. Payment of Wages

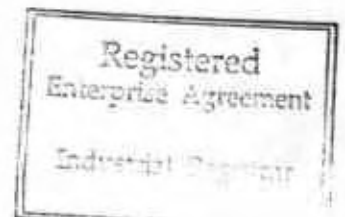
19.1 Payment

- a) Wages shall be paid weekly by direct payment to a nominated bank or financial institution using Electronic Funds Transfer (EFT).
- b) If NRMA Limited changes to a fortnightly pay period wages will be paid every two weeks. [If NRMA Limited is able to make the payments on the "off week" to Government pension payments then it will do so.

19.2 Termination of Employment

- a) When an employee ceases their contract of employment with NRMA Limited wages shall be paid to him/her on that day by cheque or as agreed between NRMA Limited and the employee.
- b) In the event that NRMA Limited terminates the employment of a staff member, NRMA Limited 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
>3 years to < 5 years	3 weeks
> 5 years	4 weeks



- c) Employees must give two weeks notice in writing to NRMA Limited 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 Limited does not require the employee to work out their notice NRMA Limited will pay the employee wages in lieu of notice equal to that part of the notice which has not been worked.

20. Allowances

20.1 Shift Allowance

- a) Shift workers shall be paid a shift allowance for all shifts worked. The shift allowance is calculated based on the wage of a Customer Response/Call Centre Officer. The rates are:
- 13.75% for all staff who rotate through Morning/Afternoon shifts
 - 26% for all staff on permanent night shift
 - 20% if working on a rotating night shift roster.
- b) This allowance is inclusive of all public holidays.
- c) A shift allowance is not paid to day workers.

20.2 Telephone Allowance

NRMA Limited and ASU have agreed to remove the telephone allowance.

20.3 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 NRMA Limited to perform first aid duties.

20.4 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.

21. Uniforms

21.1 Issue

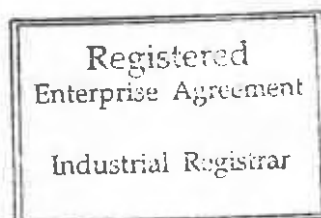
- a) Each employee may order the corporate uniform to the value of \$450 in each twelve-month period.
- b) For more information on the corporate uniform see the Human Resources Handbook.

21.2 Ownership

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

21.3 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.



22. Consultation & Protection

22.1 Policy

- a) Where NRMA Limited intends to carry out or has carried out a study as to the feasibility of a major change or intends to implement a major change to the operations such as changes involving:
- the cessation or diminution of business or part thereof;
 - the place of conduct of business;
- b) NRMA Limited agrees that if any Customer Response or Call Centre operation at any site is relocated to another site the Workforce Planning Process (page 17) will apply.

22.2 Amenities

- a) In the event that one of the existing Customer Response or Call Centre is relocated a study will be carried out to examine the transport arrangements to ensure the safety of employees.
- b) Where three or more employees are engaged in the office, NRMA Limited 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. The employer shall also provide suitable clothes hanging facilities.
- c) NRMA Limited 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.
- d) NRMA Limited shall provide adequate staff phones at all sites for private use, in a private location and which shall not be monitored or recorded.
- e) Use of these phones will be limited to a reasonable number of local telephone calls or STD. calls at the discretion of management

23. Telephone Monitoring

23.1 Policy

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

23.2 Process

- a) 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.
- b) 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.

23.3 Telephone Call Recording

23.3.1 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.



23.3.2 Project Objectives

The ASU and NRMA Limited 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
- the management practices to be followed in the event that implementation is recommended

