

ENTERPRISE AGREEMENT

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**NRMA LTD PATROL OFFICERS'
ENTERPRISE AGREEMENT**

1995

**AUTOMOTIVE, FOOD, METALS
AND ENGINEERING UNION
(NEW SOUTH WALES BRANCH)**

AND

NRMA LTD.

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1. TITLE OF AGREEMENT

NRMA LTD PATROL OFFICERS' ENTERPRISE AGREEMENT.

OVERVIEW

The purpose of this Agreement is to provide the parties with the means of achieving and maintaining the following key objectives:

- a. **Proper remuneration levels.**
- b. **Avoidance of industrial disputation.**
- c. **Enterprise flexibility arrangements.**
- d. **Career path development.**
- e. **Development of additional skills.**

The Union and its members employed as Road Service Patrol Officers fully recognise the need for flexibility in the application of, and changes to, work practices so as to meet the changing demands of NRMA members and the application of new and existing technology.

The NRMA recognises that if this Agreement is to be successful, the needs and aspirations of the Patrol Officers, both in regard to remuneration and quality of working life issues, must seriously be addressed through discussion and negotiation.

To this end the parties to this Agreement are committed to the principle of continuous improvement. The focus of this commitment is to identify areas of improvement throughout the Enterprise and using the consultative procedure, trial and implement agreed initiatives that will ensure enterprise longevity and job security for all employees.

1.1 PARTIES TO THE AGREEMENT

The parties to this Agreement are **NRMA LTD.** and the **AUTOMOTIVE, FOOD, METALS AND ENGINEERING UNION (NEW SOUTH WALES BRANCH)**

1.2 DECLARATION

The parties of this Agreement declare that they have not entered into this Agreement under duress.

1.3 PATROL OFFICER RATES OF PAY AND CLASSIFICATION STRUCTURE

	<u>Skills level</u>	<u>Months in level</u>	<u>Salary</u>
Level 1	Probationary/Basic Skills	12	\$ 676.94
Level 2	Module 1*	6	\$ 690.14
Level 3	Module 2*	-	\$ 703.34
Level 3	Multi Skilled (VI)*	-	\$ 734.59
A.F.S.M.	Supervisory Certificate (includes modules 1 & 2)	-	\$ 738.64

NB. Refer to annexure A for detailed explanation of wage composition and structure.

* Patrol Officers must be achieving agreed objectives/performance levels to qualify for Modules 1 & 2 and to undertake Multi-skilling (VI).
A 75% pass mark applies to Module 1 & 2 examinations.

1.4 COMPOSITE WAGE PROPOSAL

The parties to this Agreement agree to consider a proposal to implement a "Composite Wage" structure during the life of the Agreement. The proposal requires penalty payments, payable in addition to the salary rates (as per 1.3), to be proportionately applied to the weekly wage (includes annual leave loading and shift penalty). Overtime rate would be reduced from double time of the "Shop Rate" (refer to annexure A) to time and a half of the proposed Composite rate. This overtime rate reduction provides for the variation between the "Shop Rate", on which overtime payment is calculated, and the current weekly salary (as per 1.3).

1.5 PAYMENT OF WAGES

Wages will be paid weekly using Electronic Funds Transfer to the Patrol Officers' nominated account.

2. APPEARANCE AND CONDUCT

As our Organisation is a service organisation, we should demonstrate a high standard of performance, conduct and appearance. Our success depends to a large degree upon this standard. Therefore it is expected that Patrol Officers will be neat, well groomed and business-like in appearance and conduct.

3. TERMS OF EMPLOYMENT

- a) For the purposes of this agreement employees may be described as Patrol Officers, Motorcycle Patrol Officers and "Option 3" Patrol Officers.
- b) NRMA Patrol Officers must hold:
 - (i) a Motor Vehicle Repair Industry Council Certificate confirming qualifications as a tradesperson.
 - (ii) a current Motor Vehicle Drivers' Licence and Motorcycle Riders Licence if a Motorcycle Patrol Officer.
- c) Employment shall be by the week and shall be terminable by either party by one week's notice given at any time during the week or by payment or forfeiture of a week's wages.
- d) The employer 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 this agreement. Provided that such duties are not designed to promote deskilling.
- e) The employer 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 the employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

3.1 PATROL OFFICERS - CENTRAL COAST (Gosford Zone)

NRMA has indicated it may consider the employment of Patrol Officers to the Gosford Zone during the life of this Agreement.

Due to the variation in workload requirements of this Zone, it is necessary to implement special arrangements to satisfy the needs of our Members.

The parties to this Agreement agree to the specific conditions of employment as described in clause 4.3, and elsewhere as applicable.

3.2 PROBATIONARY PERIOD

New Patrol Officers will be engaged on a 6 months probationary period. During this period it will be determined whether employment is to be confirmed.

In the event of employment to be terminated, or the probationary period to be extended, such action will not be undertaken prior to discussion with the Consultative Committee.

4. CONDITIONS OF EMPLOYMENT

		Patrols who commenced employment			
		Prior to 10/02/89	After 10/02/89 (Option 3)	After 10/02/89 Motorcycle	Central Coast (Gosford Zone)
a	Hours of work	38 hr shift work per week	38 hr shift work per week	38 hr shift work per week	38 hr shift work per week
b	Roster	Fixed/rotating	Rotating	Rotating	Rotating
c	Sign on normal shift/Overtime	Residential address	Nominated start point	Nominated start point	Nominated start point
d	Crib location	Residential address	Vicinity of last job, Branch/Pyrmont (* see below)	Vicinity of last job, Branch/Pyrmont (* see below)	Vicinity of last job
e	Sign off	Residential address	Last job/nominated start point	Last job/nominated start point	Location of last job
f	Working area	Metropolitan area	Metro. area/under-staffed Regions	CBD, areas of traffic congestion	Gosford Zone/ Central Coast
g	Types of shifts	Day/afternoon/ midnight	Day/Afternoon/ Midnight	Day/afternoon	Day/Afternoon/ Midnight
		* Where access to facilities is provided for.			

4. CONDITIONS OF EMPLOYMENT

		Patrols who commenced employment				Central Coast (Gosford Zone)	
		Prior to 10/02/89	After 10/02/89	After 10/02/89 (Option 3)	After 10/02/89 Motorcycle		
h	Days of work	Monday to Sunday inc. (inc. p/holidays)	Monday to Sunday inc. (inc. p/holidays)	Monday to Sunday inc. (inc. p/holidays)	Monday to Sunday inc. (inc. p/holidays)	Monday to Sunday inc. (inc. p/holidays)	Monday to Sunday inc. (inc. p/holidays)
i	Crib duration	30 minutes	30 minutes	30 minutes	30 minutes	40 mins. (includes travel time)	40 mins. (includes travel time)
j	Time of Crib	Between 3rd & 5th hour	Between 3rd & 5th hour	Between 3rd & 5th hour	Between 3rd & 5th hour	Between 3rd & 5th hour	Between 3rd & 5th hour
k	Max. time worked prior to Crib	5 hours	5 hours	5 hours	5 hours	5 hours	5 hours
l	Location of Crib on Midnight shift	Residential address	Residential address	Pyrmont, RSH, Branch (* see below)	N/A	To be determined	To be determined
m	Break between Rostered shifts	8 hours	8 hours	10 hours	10 hours	10 hours	10 hours
n	Sign on for Training/ suitable duties	RSH / Zone Office	RSH / Zone Office	RSH / Zone Office	RSH / Zone Office	RSH / Zone Office	To be determined

* Where access to facilities is provided for.

4.1 OPTION 3 PATROL OFFICERS AND UNDERSTAFFED REGIONS

- a) An understaffed region shall be any region where the number of Patrols, when expressed as a percentage of the total number of Sydney Patrol Officers (regions A-R) is less than the region's percentage of the total Road Service jobs in regions A-R.

This determination of staffing levels applies to regions A-R only.

- b) Option 3 Patrols will work the greater part of each rostered shift in understaffed regions. They will also be advised by Field Service Operations Management of their individual starting points.

NOTE: Any revision of a Patrol's nominated starting point cannot be a further distance from his place of residence than the present nominated starting point, unless by mutual agreement.

- c) The location of Option 3 Patrols sign off point will be the location of their last Road Service call or their nominated start point. This will be determined by whichever point is closest to the Patrol Officer's residential address.
- d) Option 3 Patrol Officers may only assume home start working conditions following the written application to Field Service Operations Management to gain approval to fill a vacancy in the region the application nominates.
- e) Application for home start conditions will not be considered until the Option 3 Patrol Officer has completed at least 12 months service as a Road Service Patrol Officer.

NOTE: In the case of more than one Patrol Officer having the same employment commencement date, applying for a vacancy in the same region, the longest standing application for employment as a Patrol Officer will have seniority. A maximum of three applications may be placed on file by any Patrol.

Where the opportunity of home start conditions is offered to and accepted by a Patrol Officer, he must be able to satisfy his Manager at the time of the offer, that he will take up residency in the applicable Region within three (3) months.

A Patrol unable to take up the vacancy may leave the application on file without loss of seniority in regard to the application.

- f) Option 3 Patrol Officers when rostered on day shift (06:00, 07:00, 08:00) on Sundays and Public Holidays will commence their shift at their place of residence provided they reside within the boundaries of regions A-R. However their work area is to be consistent with Option 3 work area.
- g) Option 3 Patrols may be despatched to an individual job in regions which adjoin the understaffed areas for the purpose of balancing response times. Where it is necessary to use Option 3 Patrols for more than individual jobs in other regions because of abnormal work demand, only the Shift Manager shall have the authority to authorise the use of these Patrols.

4.2 MOTORCYCLE PATROL OFFICERS

- a) Option 3 Patrol Officer conditions apply to Motorcycle Patrol Officers who commenced employment after the 10th February, 1989.
- b) Motorcycle Patrol Officers, must complete a minimum of two (2) years as a Motor Cycle Patrol Officer before they may apply to move into the normal Patrol Force.
- c) Motorcycle Patrol Officers who commenced employment prior to the 10th February, 1989, and have continued to maintain their employment in that role, shall commence and finish their shift at their place of residence. These Patrols are also permitted to take their Christmas Day Meal break at their place of residence.
- d) If at any time any Motorcycle Patrol Officer does not wish to ride a motorcycle due to dangerous weather conditions, they must contact the Duty Shift Manager who will arrange alternative transport.

4.3 CENTRAL COAST (GOSFORD ZONE) PATROL OFFICERS

- a) Patrol Officers employed in the Central Coast (Gosford Zone) will work where directed to do so within the boundaries of that Zone. No location within the boundaries will be nominated for an automatic work ban.
- b) Patrol Officers will work a rotating (team) roster as worked by the Control Room Staff, this will include 8 ½ hour shifts. Shift start and finish times will be the same as Control Room Staff.
- c) Patrol Officers will start at nominated starting points as directed, which may vary to meet work demands and roster coverage. The nominated starting point may be anywhere within the boundaries of the Zone. A minimum of 24 hours notice will be given of a change in starting point unless by mutual agreement.
- d) The location of a Patrol Officer's sign off point will be the location of his last Road Service call.
- e) Patrol Officers when rostered on a day shift (06:00 - 06:30) on Sundays and Public Holidays will commence their shift at their place of residence provided they live within the Zone boundaries.
- f) Patrol Officers may be required to drive/operate an alternative form of breakdown service vehicle. This may include a towing vehicle necessitating the appropriate licence(s).
All Patrol Officers must be experienced in the towing of vehicles or prepared to undertake the appropriate training. The NRMA will meet all costs associated with additional training to upgrade skills as deemed necessary.

5. OVERTIME

- a) Overtime is time worked outside a Patrol Officers rostered shift hours and must be by the direction and authorisation of Road Service Management.
(Rostered shifts include mutually agreed shift changes with other Patrol Officers as agreed to by Field Operations Management)
- b) Overtime shall be paid at the rate of double time (2) calculated on the "Shop rate".

NOTE: Should the proposed "Composite rate" be implemented during the course of this Agreement, then overtime payment will be at the rate of time and one half (1½) calculated on the composite rate, and applicable from the date of implementation (refer to annexure B)

- c) Overtime is as follows:
- (i) A Patrol Officer recalled to work after the completion of an ordinary shift shall be paid for a minimum of four (4) hours unless the overtime offered is flexible overtime.
 - (ii) Flexible overtime (min. two (2) hrs.) can be utilised between the hours of 10:00 to 13:00 on all days, providing the recipient is made aware that the overtime is flexible (Sydney Patrols only).
 - (iii) Gosford Patrol Officers will work flexible overtime (min. 2 hours) - 24 hour utilisation.

NOTE: Effective on and from Wednesday, 21st June, 1995, overtime as described in clause 5. c) (i) and (ii) will be for a minimum period of three (3) hours as agreed to by the parties to this Agreement.

- d) Overtime Procedures -
Sydney - Overtime shall be distributed to Patrol Officers according to Regional requirements. Priority will be given to those Patrols who have advised Road Service Management by voice mail of their availability to work overtime and then in accordance with the overtime roster (CAD).

Canberra, Wollongong and Newcastle

Canberra: Flexible overtime (min. 2 hours), 10:00 - 13:00 and 16:00 - 19:30.

Newcastle: Flexible overtime (min. 2 hours), 10:00 - 13:00 and 16:00 - 19:30.

Wollongong: Flexible overtime (min. 2 hours), 24 hour utilisation.

Work backs are to be offered overtime before early starts or call-outs.

Early starts are to be offered overtime only when insufficient work backs are available, and prior to call-outs.

Call-outs are offered overtime only when insufficient numbers are available through work backs or early starts on the day when work load requires additional Patrol Officers.

Call backs: when work load demands additional staff, Patrol Officers may be recalled to work after completion of their normal shift.

Strict observance of roster priority is to be maintained

5. (cont)

- e) Patrol Officers working at Country Branches shall be paid an allowance of \$25.25 per night in addition to any payment for callout when they are instructed by an authorised management representative to hold themselves in readiness and make themselves available for callout on night shift.
- f) Patrol Officers are required to have at least 8 hours off duty within a 24 hour period.
Patrol Officers working Option 3 conditions are required to have at least 10 hours off duty within a 24 hour period.
Patrol Officers working in the Gosford Zone are required to have at least 10 hours off duty within a 24 hour period.
- g) If a Patrol Officer is instructed by Road Service Management to resume or continue working without having had the appropriate time off duty between rostered shifts, the Patrol Officer must make Road Service Management aware of the fact that they have not had the appropriate break.
- h) If the Patrol Officer is instructed to work after advising Road Service Management, 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.

6. **SHIFT ROSTER**

A roster of shifts shall be made available to Patrol Officers showing shifts for at least seven days in advance.

7. **ROSTER VARIATIONS**

Patrols employed prior to 10th February, 1989, who did not opt to work the Rotating Roster will after 11 years service, be offered a 6/4 Roster. After 15 years service the Patrol will be offered a Part Weekend off in accordance with roster requirements i.e. Fri/Sat. or Sun/Mon.. The ten most senior Patrols in the metropolitan area will be offered a Full Weekend off.

Option 3 Patrol Officers may become eligible for "Home Start" conditions in an understaffed region, this could require a Team change therefore a change in roster.

Recommendation for variations is the role of the Roster Committee.

Variations (including eligibility for "Home Starts") as above, will only occur following a review by this committee.

The Roster Committee will review the roster requirements at their meetings to be held by the second week in each of the following months; **February, May, August, and November.**

8. MULTI DESPATCHING

- a) Patrol Officers shall accept multi-despatched jobs at any time. No more than two jobs multi-despatched unless authorised by Shift Manager or 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 a Patrol Officer to another region or area.
- b) To ensure Patrol crib breaks are taken consistent with this agreement, no jobs should be multi-despatched after the fourth hour prior to the crib break.
- c) No jobs should be multi-despatched 30 minutes prior to the completion of a normal shift unless by mutual agreement.
- d) Where a Patrol with multi jobs calls "held up" the second or other jobs should be cancelled.
- e) On high demand days, more than two jobs can be despatched. However, Patrols who object to more than two jobs are to advise the radio operator.
- f) Gosford Zone: Patrol Officers may be despatched three or more jobs where such jobs are located in an area of poor communication.

9. MIDNIGHT SHIFTS

All Patrol Officers, excluding Motorcycle Patrol Officers, are required to work midnight shifts. These shifts will not exceed four, one week periods (twenty nights) in any calendar year at minimum intervals of ten weeks, unless by mutual agreement (excludes Country Branches).

Patrol Officers who reach fifty five years of age and have completed a minimum of ten years' service may apply in writing to Field Service Operations Management seeking approval for exemption from midnight shifts. **Approval will only be granted if midnight shift staffing levels are not adversely affected.**

Patrol Officers employed in the Gosford Zone may be required to work midnight shifts at any time conditions demand. There is to be no age exemption from midnight shifts. The required number of shifts to be worked and the interval in any calendar year is to be negotiated.

Midnight shifts may be a rostered shift or on a callback system.

10. CHRISTMAS DAY

Patrol Officers are rostered to work one Christmas Day in every three. If that day falls on a Patrol Officer's normal day off, a day in lieu will be granted by mutual agreement.

Gosford Zone Patrol Officers will work their normal roster on Christmas Day.

Christmas Day Wage Rate

Rostered shift at normal "TOTAL RATE" plus double time at shop rate.

10. (cont.)

Any period worked on Christmas Day outside rostered shift, be it overtime, callout or early start, payment is at triple time based on the "Shop Rate".

Christmas Day Meal Break	1 hour or alternatively ½ an hour plus current allowance. (Currently \$29.60).
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11. **MEAL BREAKS**

Patrol Officers shall be entitled to a paid meal break of 30 minutes when required to work beyond 2 hours after the completion of an ordinary shift. They shall also be entitled to a paid meal break of 30 minutes after each 4 hour period of work on ordinary time or overtime.

When work demands prevent the taking of a meal break at entitlement times, the Patrol Officer and Road Service Management may mutually agree to a time in lieu of the entitlement time.

Gosford Zone Patrol Officers shall be entitled to a paid meal break of 40 minutes with no additional time allowed to move and call.

NB: No Patrol Officer shall be required to work for more than 5 hours without a meal break.

12. **MEAL ALLOWANCE**

A Patrol Officer is entitled to a meal allowance of \$6.27 when required to work beyond 1.5 hours after the completion of their shift. They shall also be entitled to a meal allowance of \$6.27 when required to work beyond each 4 hour period of overtime.

13. **TRAVELLING TIME**

A Patrol Officer sent from Sydney to work at a Country 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 months, all fares, reasonable travelling expenses, board and lodgings and a meal allowance will be paid at current rates to the Patrol Officer unless arrangements have been made by mutual agreement between the Patrol Officer and Road Service Management.

14. **JURY DUTY**

Patrol Officers who are required for Jury Duty will receive their normal rate of pay for the period involved, but any Jury fees paid to the Patrol Officer must be returned to the Pay Office. Patrol Officers required for Jury Duty must inform their immediate Manager of their date of attendance as soon as possible.

15. **TOOL ALLOWANCE**

A tool allowance of \$9.00 shall be paid to Patrol Officers, see Annexure A (subject to the employee maintaining the agreed list of tools. The tool allowance is included in the "Total Rate".

Special tools as defined by the employer shall be provided and maintained by the employer.

16. **LAUNDRY ALLOWANCE**

In addition to the wages prescribed, a laundry allowance of \$6.45 shall be paid to each Patrol Officer.

17. **TELEPHONE ALLOWANCE**

A Patrol Officer who supplies a telephone number for their place of residence and can be contacted at that number, shall be paid a weekly allowance of 1/52nd of the annual rental fee for a private telephone.

18. **SICK LEAVE**

Patrol Officers who are absent from work due to personal illness are entitled to 14 days sick leave for each year of service. Sick days are accumulated up to a maximum of 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.

Up to five (5) days unpaid leave may be granted to a Patrol Officer, in the event of illness of a dependant family Member. An application for such leave must be accompanied by a medical certificate.

19. **BEREAVEMENT LEAVE**

Two (2) days compassionate leave will be granted to a Patrol Officer on the production of satisfactory evidence of the death of a member of the immediate family, i.e. spouse, father, mother, brother, sister, child, parents in law.

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

20. **LONG SERVICE LEAVE**

Refer to NSW Long Service Leave Act, 1955.

S. DR.

21. ANNUAL LEAVE LOADING

All Patrol Officers are entitled to 17.5% loading on their annual leave. Annual Leave Loading is calculated on the "Shop Wage Rate". No loading is payable to a Patrol Officer who takes annual leave wholly or partly in advance unless employment continues to the date that makes them eligible for annual leave.

Upon termination, Patrol Officers 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.

22. ANNUAL LEAVE

- a) All Patrol Officers are entitled to 6 weeks (30 working days) annual leave on the completion of each working year. The employer shall nominate the time the Patrol Officer 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.
- b) Leave should be taken within 18 months after the beginning of the period of service in which the leave is due.
- c) One day shall be added to the employees annual leave period as agreed in the structural efficiency agreement of 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, Queen's Birthday and Labour Day).
- d) The additional holiday prescribed by the Metals and Engineering Industries State Award from year to year shall be an additional holiday under this Agreement and shall be added to an employee's annual leave.
- e) Any additional gazetted public holidays shall be added to the employee's annual leave entitlement and can be taken on request and approval of the Road Service Management.
- f) 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).
- g) A Patrol Officer going on leave incurs a points penalty according to the points allocated for the particular period the leave is taken. This penalty is added to their points total, which has its commencement from the year of employment with a given number of points. This "given number" of points increases annually by 18 and forms the basis for the additional period penalty.

22. g) (cont.)

<u>PERIOD</u>	<u>PENALTY</u>
June-July	1 point for each week
February-March, October-November	3 points for each week
April-May, August-September	2 points for each week
December-January	5 points for each week
extra penalty for school holidays included in leave period.	2 points for each week

Progressive Lead Points ("given number"), subtract 18 points for each year if commenced prior to 1974.

1974 - 204	1980 - 312	1986 - 420	1992 - 528
1975 - 222	1981 - 330	1987 - 438	1993 - 546
1976 - 240	1982 - 348	1988 - 456	1994 - 564
1977 - 258	1983 - 366	1989 - 474	1995 - 582
1978 - 276	1984 - 384	1990 - 492	
1979 - 294	1985 - 402	1991 - 510	

23. CHANGE OF ADDRESS

- a) Approval must be obtained in writing from Field Service Management prior to any change of address. Failure to do this will place the Patrol Officers' future employment in jeopardy.
- b) Field Service Management may apply one of the following changes to a Patrol Officers' working conditions in order to grant approval for a change of address.

<u>CHANGE OF ADDRESS</u>	<u>SIGN ON</u>	<u>CRIB</u>	<u>SIGN OFF</u>	<u>ROSTER</u>
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Same Region

Existing conditions apply	Residential address	Residential address	Residential address	Existing
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Other Region

These "Option 3" Patrol conditions -	Nominated starting point	Vicinity of last job/ Branch	Last job/ nominated starting point	To be negotiated
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Outside Regions A - R

No Patrol movement permitted.

- c) If the change of address has been approved, and the approval is subject to a change in the Patrol Officers working conditions, the Patrol Officer has the choice of assuming the new working conditions or remaining at their present location.
- d) Failure by the Patrol Officer to advise Field Service Management of any change of address, or failure to adhere to the conditions of approval to change address, will result in dismissal.
- e) A Patrol Officer of the Gosford Zone must comply with the conditions described above in clause 23.a), c), d).

24. PERFORMANCE PAYMENT

- a) The object of the Performance payment is to reward individual Patrol Officers for achieving a consistent high level of performance, as measured by objectives set within their Key Result Areas.
- b) Consideration is also given to the individual Patrol Officers' contribution to quality and commitment to the Organisation.
- c) The performance payment is processed in the following stages:
 - (i) Field Service Manager completes documentation with recommendation based on performance for the preceding twelve month period.
 - (ii) Zone panel consisting of the Zones Field Service Managers, reviews the recommendation for consistency within the Zone for both the performance and salary. Where no salary increase is to be recommended, go to step (iv).
 - (iii) Zone Manager authorises payment where performance and productivity achievement is demonstrated and the increase is consistent with other Zones.
 - (iv) Field Service Manager discusses performance and productivity details with Patrol Officer.
 - (v) The Performance payment is calculated as a percentage of the "Total rate", this percentage is then applied to the "Shop rate".
- d) The following appeal mechanism is implemented where the Patrol Officer is dissatisfied with their performance and productivity payment.
 - (i) There is further discussion with the Field Service Manager on the Patrol Officer's performance during the past twelve months.
 - (ii) The Patrol Officer may discuss the performance review with the next line manager being the Manager, Field Service Operations.
 - (iii) The Patrol Officer then discusses the matter with the Employee Relations Officer, Human Resources.

**25. CONTINUOUS IMPROVEMENT PRINCIPLE
(CONSULTATIVE PROCEDURE)**

The parties to this Agreement are committed to the principle of continuous improvement. The focus of this commitment is to identify areas of improvement throughout the enterprise and using the following consultative procedure to trial and implement agreed initiatives that will ensure enterprise longevity and job security for all employees.

- a) Proposal discussed at Zone Meeting between Field Service Manager and Patrol Representatives.

25.

- (cont) b) Proposal discussed with Zone Patrols and constructive input sought.
- c) Trial dates finalised by Field Service Managers and Patrol Representatives and communicated to Zone Patrols.
- d) Upon trial completion, implementation or rejection of the initiative will be by democratic process. Should problems with trial be apparent the Field Service Managers and Zone Patrol Representatives, meet with Convenor, Secretary and Manager Field Service Operations.
- e) Failure to resolve the problem by the above group, the following process will take place.
- (i) A fourteen day cooling off period should be exercised, the trial should be withdrawn for this period. A Consultative Committee Meeting would be called in this cooling off period to try and resolve the problem.
- (ii) The Consultative Committee would consist of four Patrol Representatives, Secretary, Convenor, four Zone Field Service Managers and Manager, Field Service Operations.
- f) A special full Patrol Representatives' meeting would be called to inform them of the proceedings.
NOTE: If problem resolved at Step e) (i), there is no need to use Step f).
- g) After trial or implementation a meeting should be called of all involved parties to gauge the effect of the change, e.g. fine tuning, benefits, service, quality, cost, etc.
- h) Where a proposed initiative or trial is to be conducted by a Zone, that will affect another or all Zones, then the proposed initiative is to be first considered and guidelines established by the Consultative Committee.
- i) The regular full Patrol Representatives' meetings would still be held for co-ordinating purposes.

25.1

NRMA Expressway Service

The Consultative Committee has agreed to form a sub-committee to look at the best way to service NRMA Members/Customers on expressways, with a view to improving member service and reducing costs.

The benefits of this service would include a "one go and tow" unit rather than multiple responses, improved service, reduction in costs, traffic flow and safety. The recommendation to implement the expressway service will be that of the Consultative Committee.

Should the Consultative Committee fail to reach agreement as to the recommendation, then the parties will agree to the decision of an independent arbitrator.

25.2

Salary Considerations

Upon implementation of negotiated and agreed Productivity initiatives, during the life of this Agreement, a Salary increase of 4% will be paid to all Patrol Officers in the last pay week of June, 1995.

(refer to sample salary structure Annexure "A" (4))

NOTE:

The calculations in Annexure "A" (4) are based on current award rates and assumes there is no movement in the AWARD wage or other allowances in the mean time.

26. **INDUSTRIAL RELATIONS**

Patrol Representatives elected by employees shall be the appropriate bargaining unit on all matters that affect Patrol Officers' employment and working conditions.

They shall be allowed the necessary time during working hours to:

- a) Interview employees.
- b) Interview employer.
- c) Organise correspondence to the Patrol force.
- d) Convenor, Secretary or appropriate representative to attend Branch meetings, if necessary.
- e) Attend union schools, seminars, etc.
- f) Having access to agreed relevant data statistics and documentation.
- g) Attend relevant meetings such as:

Full Patrol Representatives' Meetings

To be held at 6 week intervals with Zone Meetings being held during the two weeks prior to these meetings. All representatives, including branches, to attend.

Zone Meetings

Will be held at 6 week intervals and will have in attendance Zone Field Service Managers and Patrol Representatives.

*

Roster Committee

Consisting of a Patrol Representative from each Zone. To meet by the second week in each of the following months; FEBRUARY, MAY, AUGUST and NOVEMBER each year, or as necessary.

*

Consultative Committee

Consisting of a Patrol Representative from each Zone, plus Convenor and Secretary and Zone Managers or nominated alternate.

Consultative Committee meets each 6 weeks or as required.

The Consultative Committee may appoint sub-committees for particular purposes from time to time.

26. g)
(cont.)*

Mass Meetings - Split

Two (2) mass meetings will be held yearly without loss of pay. The meetings will be split evenly 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. Any member of the rank and file who has a motion to be put at both split meetings may attend both, but is required to advise a Patrol Representative of his intention to do so. The Patrol Representative will be responsible for advising the Patrol Officer's Zone Manager of the need for the Patrol Officer to attend both meetings.

- * Meeting dates discussed and organised at Management/Representatives meetings. Management agree to meet the cost of the following:
 - Two split Mass Meetings per year.
 - Hall hire costs associated with approved Meetings.
 - Mailing associated with split Mass Meetings.
 - Use of Patrol vans for paid Mass Meetings.

27. SECURITY OF EMPLOYMENT

Leave is reserved to the Union or NRMA LTD., to discuss the subject of retrenchment. NRMA LTD., agrees to provide the Union with three month's notice of intent to implement any retrenchment programme.

28. NO EXTRA CLAIMS

It is a term of this Agreement that the parties undertake a no extra claims commitment for the duration of the Agreement, except where consistent with Clause 29., Leave Reserved.

29. LEAVE RESERVED

Leave is reserved for the parties to this Agreement to review and implement changes to the Agreement as defined in Clause 25, Continuous Improvement Principle.

30. GRIEVANCE/ DISPUTE HANDLING

The chart in Clause 30.1 sets out the steps to be taken in resolving all matters pertaining to Grievance and Dispute handling, and must be adhered to by both Employer and Employee.

Please note:

- a) Any matter resulting in termination of employment would move from Step 1 to Step 4 immediately.
- b) No industrial action will take place before Step 6.
- c) Unless otherwise mutually agreed, all meetings and/or appointments for meetings between the parties are to be in normal office hours and at the Association's expense. (Where any of the parties have a rostered midnight shift at the time of the appointed meeting, they will be released from that shift).

30.

(cont) Distinction between a grievance and a dispute -

A grievance is where:

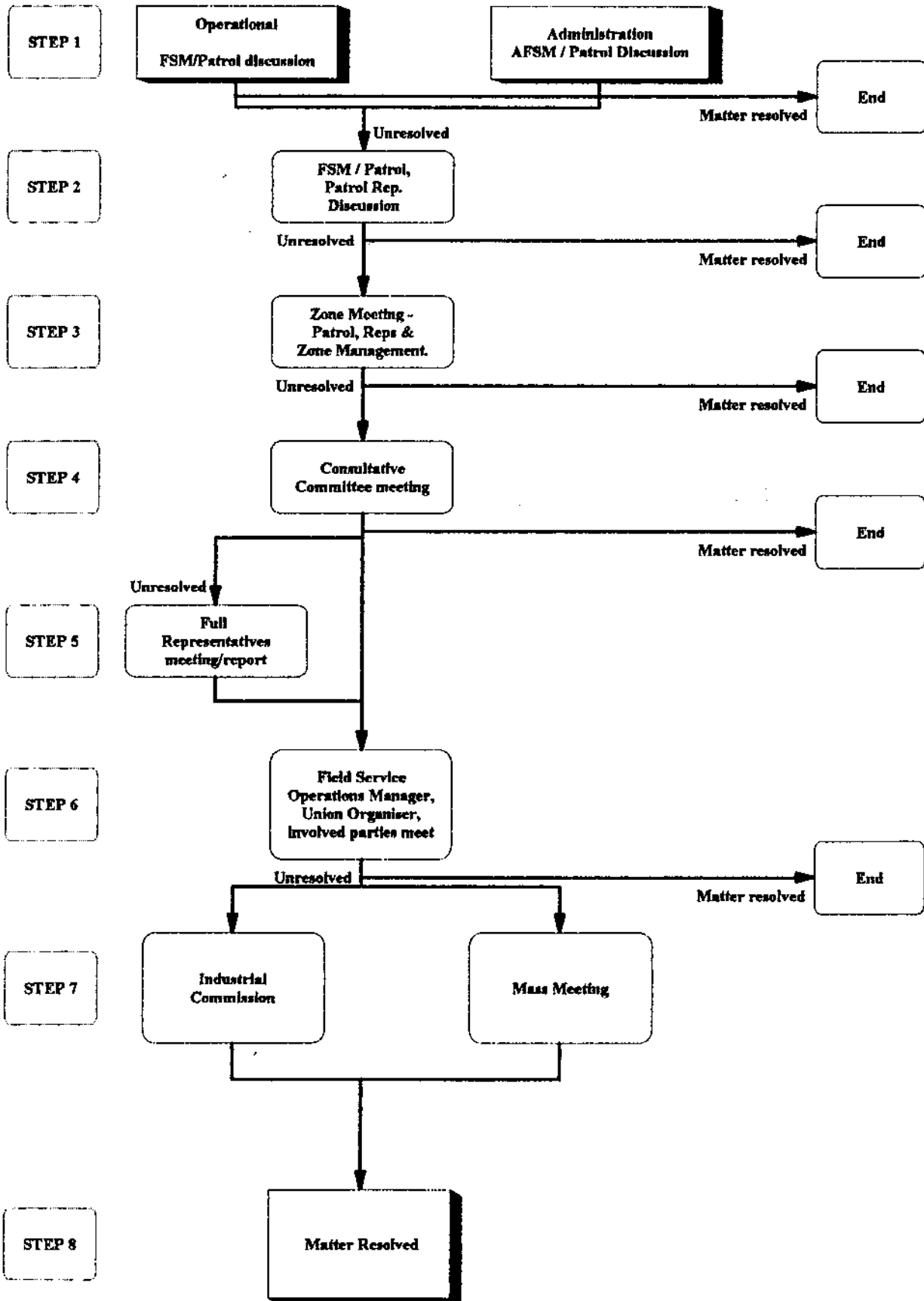
- a) A staff member raises a work related problem, concern, complaint; or**
- b) where there is a question, or difficulty concerning an Industrial Award/Agreement in relation to an individual staff member; or**
- c) where a staff member alleges discrimination within the terms of the Anti-Discrimination Act.**

A dispute is:

Where members of staff have a question, or difficulty concerning an Industrial Award/Agreement.

30.1

Procedure for resolution of matters relating to problems, concerns, grievances or disputes.



30.2 RECORD OF INTERVIEW

To provide a fair and consistent approach throughout Field Service operations, in assisting and encouraging individual Patrol Officers to change behaviour relating to performance and other matters, a system of documentation has been established known as the "Record of interview".

The record of interview is a formal document relating to the various stages of discussions between the Patrol Officer, a Field Service Manager and a Patrol Representative.

The process will provide a mechanism to counsel and assist individuals by providing documentation that describes the reasons for the discussion, the agreed actions necessary to correct the situation, and the Patrol Officer's response.

The document is to be signed by all parties to the discussion.

The "Record of Interview" document is supported by a series of other documents that are not necessary should the discussion be of a counselling nature only. However should the discussion be considered of a serious nature or, non adherence to the agreed actions of a previous Record of Interview, then the additional appropriate document is to be completed and signed by the parties.

Such other documents are:

"First Written Warning"

"Final Written Warning"

"Record of Termination Interview"

The document(s) are to be held in the Patrol Officer's personal file and copies given to the Patrol Officer.

31. UNIFORMS - MOTORCYCLE PATROL OFFICER

a) Each employee shall be issued with the following uniform issue:

NEW EMPLOYEE ISSUE:

1 pair tailored waterproof coveralls

1 pair gloves

1 pair sunglasses

2 pairs breeches (minimum service 12 months)

1 pair boots (minimum service 6-9 months)

1 pair boots - wetweather (minimum service 6-9 months)

1 leather jacket (minimum service 3 yrs.)

2 pairs thermal underwear (minimum service 12 mths)

1 windjacket (choice of 1 only - minimum service 2 yrs.)

1 BMW helmet

Additional items as per clause 31.1 a)

UNIFORM REPLACEMENT

Items of Motor Cycle Patrol Officer's uniform are replaced on a fair wear and tear principle as per clause 31.1 b), unless otherwise stipulated.

31.1 UNIFORMS - PATROL OFFICER

- a) Each employee shall be issued with the following uniform items:

NEW EMPLOYEE /INTRODUCTORY ISSUE

4 pairs shorts	4 dustcoats (2 white/2 grey)
7 shirts	1 pair overalls
1 tie	1 leather belt
2 pairs trousers	1 windjacket/heavyweight
1 windjacket/lightweight	1 sleeveless pullover
1 pullover	7 pairs socks
1 pair rubberboots	1 pair shoes
1 set wet weather gear	1 hat
1 pair winter trousers	

UNIFORM REPLACEMENT

- b) Items of uniform shall be replaced on a fair wear and tear principle/needs basis.

Shirts, socks, shorts, shoes, dustcoats - 9 months (minimum service).
Wet weather gear, jacket and Winter trousers - 24 months (minimum service).
All other items - 18 months (minimum service).
Items to be replaced prior to the minimum service period must be shown to the Manager.

- c) Clothing shall remain the property of the Employer and shall be returned to the Employer upon termination of employment.
- d) Procedure for ordering uniform:
Patrol Officer **contacts Zone office** and advises of uniform requirements.
Zone Office orders uniform items from supplier.
Zone Office will advise Patrol Officer when uniform items are delivered.

32. RELATIONSHIP TO STATE AWARD

Where this Enterprise Agreement is silent on any conditions of employment, the Parent Award will apply. The parent award is the Metal and Engineering Industry (NSW) Interim Award.

32.1 FEDERAL ENTERPRISE AGREEMENT

The parties to this Agreement are committed to examining the feasibility of changing future Enterprise Agreements from a State to Federal System.
A feasibility study of this proposal will commence in January, 1995.

33. AREA, INCIDENCE AND DURATION

This Agreement shall apply to all Road Service Patrol Officers employed by NRMA LTD.
151 Clarence Street, Sydney, and take effect on and from the date of Registration

.....
(insert date of Registration)

it shall remain in force thereafter for a period of twelve months.

33.1 NEGOTIATING THE NEXT AGREEMENT

The parties agree to commence negotiations on a new agreement no later than six (6) months prior to the termination of this agreement.

ANNEXURE "A"

(1.) Basis of calculation of Total Wage (Load Factor)

On average each Patrol Officer 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 Patrol Officer each year which equals 9.5 hours per week.
- e) 9.5 hours is equal to 25% of a 38 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:

- AWARD:** The award rate for Motor Mechanics prescribed in the Metals and Engineering Industries State (Interim) Award.
- OVERAWARD:** The amount paid by the Association in addition to the Award Rate to make up the Going Rate.
- TOOL ALLOWANCE:** That amount prescribed in the Metal and Engineering State (Interim) Award.
- GOING RATE:** Award Rate plus the overaward payment.
- INDUSTRIAL ALLOWANCE:** The amount paid by the Association for factors pertaining to Road Service Mechanics.
- SHOP WAGE:** Going Rate plus the Industrial Allowance.
- TOTAL WAGE:** The "Shop Wage" plus the loading factor (25%) as determined in (1.) above.

NOTE: The following calculations ((3.) & (4.)) are on the base weekly rates for Patrol Officers at their applicable level. Actual rates may be higher due to the application of "Performance" based increase payments.

ANNEXURE "A"

(continued)

(3.) Patrol Officers' Wage Rates (Current Rates)

	<u>LEVEL I</u> <u>(Commencement)</u>	<u>LEVEL II</u> <u>(Module I)</u>	<u>LEVEL III</u> <u>(Module II)</u>
AWARD	\$425.20	\$425.20	\$425.20
OVERAWARD	\$ 80.33	\$ 90.89	\$101.45
TOOL ALLOWANCE	\$ 9.00	\$ 9.00	\$ 9.00
"GOING RATE"	\$514.53	\$525.09	\$535.65
INDUSTRIAL ALLOWANCE	\$ 27.02	\$ 27.02	\$ 27.02
"SHOP RATE"	\$541.55	\$552.11	\$562.67
WEEKEND & PUBLIC HOLIDAY LOADING (25%)	\$135.39	\$138.03	\$140.67
"TOTAL RATE"	\$676.94	\$690.14	\$703.34
<hr/>			
SHIFT PENALTY	\$81.23	\$82.82	\$84.40
LEAVE LOADING	\$ 94.77	\$96.62	\$98.47
OVERTIME	\$28.50	\$29.06	\$29.61
MEAL ALLOWANCE	\$ 6.27	\$ 6.27	\$ 6.27
LAUNDRY ALLOWANCE	\$ 6.45	\$ 6.45	\$ 6.45
STANDBY ALLOWANCE (Country Branches)	\$ 25.25	\$ 25.25	\$ 25.25
LEVEL III MULTI SKILLED PATROL OFFICER (V.I.)	= \$734.59		
ASSISTANT FIELD SERVICE MANAGER			
Allowance of \$35.30 added to Level 111 Total Rate	= \$738.64		

ANNEXURE "A"

(continued)

(4)

NOTE: The following calculations are based on current award rates and assumes there is no movement in the AWARD wage or other allowances in the mean time.

SAMPLE SALARY STRUCTURE DETAILING EFFECT OF A 4% ADJUSTMENT TO CURRENT SALARY.

Patrol Officers' Wage Rates

	<u>LEVEL I</u> <u>(Commencement)</u>	<u>LEVEL II</u> <u>(Module I)</u>	<u>LEVEL III</u> <u>(Module II)</u>
AWARD	\$425.20	\$425.20	\$425.20
OVERAWARD	\$101.99	\$112.97	\$123.96
TOOL ALLOWANCE	\$ 9.00	\$ 9.00	\$ 9.00
"GOING RATE"	\$536.19	\$547.17	\$558.16
INDUSTRIAL ALLOWANCE	\$ 27.02	\$ 27.02	\$ 27.02
"SHOP RATE"	\$563.21	\$574.19	\$585.18
WEEKEND & PUBLIC HOLIDAY LOADING (25%)	\$140.80	\$143.55	\$146.30
"TOTAL RATE"	\$704.01	\$717.74	\$731.48
<hr/>			
SHIFT PENALTY	\$ 84.48	\$ 86.13	\$ 87.78
LEAVE LOADING	\$ 98.56	\$100.48	\$102.41
OVERTIME	\$29.64	\$30.22	\$30.80
MEAL ALLOWANCE	\$ 6.27	\$ 6.27	\$ 6.27
LAUNDRY ALLOWANCE	\$ 6.51	\$ 6.51	\$ 6.51
STANDBY ALLOWANCE	\$ 25.49	\$ 25.49	\$ 25.49
(Country Branches)			
LEVEL III MULTI SKILLED PATROL OFFICER (V.I.)			= \$762.73
ASSISTANT FIELD SERVICE MANAGER			
Allowance of \$35.30 added to Level 111 Total Rate			= \$766.78

ANNEXURE "B"

COMPOSITE WAGE PROPOSAL

The parties to this Agreement have agreed to consider a proposal to implement a "Composite Wage" structure during the life of this Agreement.

NOTE: The \$ amounts shown are the base weekly rates for Patrol Officers at their applicable level. Actual rates may be higher due to the application of "Performance" based increase payments.

The Structure would consist of -	<u>Level 1</u>	<u>level 2</u>	<u>level 3</u>
The current "TOTAL RATE" (which includes Tool and Industrial allowances and Week-end/Public holiday loading)	\$676.94	\$690.14	\$703.34
Shift Penalties (proportionately applied to the weekly salary)	\$ 35.93	\$ 36.63	\$ 37.33
Annual leave loading (proportionately applied to the weekly salary)	<u>\$10.94</u>	<u>\$ 11.15</u>	<u>\$ 11.36</u>
Proposed Composite Rate = (base amount, subject to Performance based increases)	<u>\$723.81</u>	<u>\$737.92</u>	<u>\$752.03</u>

Overtime Payment
All overtime payment would be calculated at the rate of **Time and a half** of the **Composite rate**, instead of Double time due to the variation between the current "Shop Rate" and the current "Total Rate". Overtime is currently calculated on the lesser amount of the "Shop Rate".

Christmas Day Payment
Rostered shift: At normal Composite rate plus time and a half. (150%).
Overtime: Any period worked on Christmas day outside of a rostered shift, be it overtime, callout or early start,
Overtime rate (which is the ordinary Composite hourly rate plus 50%) plus 50 %, the sum then multiplied by the number of hours worked.

In witness whereof the parties have hereunder set their hands and seals on 4.4.95
(Insert date)
day and year first hereinbefore mentioned.

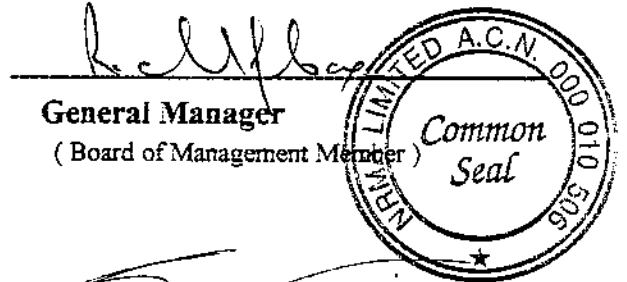
The Common Seal of the Automotive, Food, Metals)
and Engineering Union (New South Wales Branch)
was hereunto affixed in accordance with its rules)
in the presence of)



D. R. ...

Witness

The Common Seal of NRMA LTD.)
was hereunder affixed by the)
authority of a resolution of the)
Board of Management and in the)
presence of two members of the)
Board of Management)



...
Secretary

DEFINITIONS

- A.F.S.M:** Assistant Field Service Manager. A Patrol Officer with the added responsibilities of assisting his Field Service Manager.
- AFTERNOON SHIFT:** Any shift finishing after 6 p.m. and at or before midnight.
- ASSISTANCE CENTRE:** Patrol Officers receive job details and communicate generally during the course of their normal duties. Located at Villawood, Penrith and Gosford.
- C.A.D:** Computer Aided Despatch system - Job recording and Communication.
- CALL-OUT:** Overtime of not less than 4 hours duration, worked on a rostered day off or prior to the commencement of a rostered shift.
- NOTE: On and From Wednesday, 21st June, 1995, minimum duration of overtime worked will be 3 hours.
- CALL-OUT - FLEXI:** Overtime of not less than 2 hours worked prior to commencement of a shift or on a rostered day off.
- NOTE: On and from Wednesday, 21st June, 1995, flexible overtime will cease for Sydney Patrol Officers.
- CONTROL ROOM:** See Assistance Centres.
- DAY SHIFT:** Any shift finishing before 6 p.m.
- 6/4 SHIFT:** A shift alternating between 6 days day shift and 4 days afternoon shift or 4 days day shift and 6 days afternoon shift.
- EARLY START:** Overtime which commences prior to a shift and continues on into the rostered shift start time.
- FIELD SERVICE OFFICE:** An office in each of the four Sydney Zones, staffed by F.S.M.s and clerical staff responsible for the management of the Zone and allocated Patrol Officers.
- F.S.M:** Field Service Manager.
- GOSFORD PATROL:** An NRMA employed Patrol Officer as referred to in clause 4.3 Central Coast (GOSFORD ZONE) Patrol Officers.
- HOME START:** A Patrol Officer who commences and finishes a shift at his place of residence.
- MIDNIGHT SHIFT OR NIGHT SHIFT:** A shift which commences after 10.00 p.m.
- MOTORCYCLE PATROL OFFICER:** A Patrol Officer who works exclusively from a motorcycle and commences his shift from a nominated starting point and not from a place of residence.
- MODULE 1 and MODULE 11:** levels of skills examination. Attainment qualifies the Patrol Officer for increased salary levels.
- MULTI-SKILLED PATROL OFFICER:** A Patrol Officer who has undertaken Vehicle Inspections training (V.I.) and performs the additional duties of Technical Vehicle Inspections.
- OPTION 3 PATROL:** A Patrol Officer who commenced employment after 10th February, 1989.
- SHIFT MANAGER:** Team Shift Manager of an Assistance Centre.
- UNDERSTAFFED REGION:** A region of the metropolitan area where the ratio of Patrols to jobs falls below the agreed balance.
- VEHICLE INSPECTIONS (V.I.):** As for multi-skilled Patrol Officer.
- VOICE MAIL:** Telephone message recorder, whereby Patrols advise of their availability for overtime.
- ZONES:** Four areas comprising of the greater Sydney area where NRMA employed Patrol Officers perform Road Service duties. A fifth Zone is comprised of the Central Coast (Gosford Area).

INDUSTRIAL RELATIONS ACT 1991

Certified Copy of Enterprise Agreement

NRMA Ltd Patrol Officers' Enterprise Agreement (EA /)

It is hereby certified that the above mentioned agreement was registered on

.....

This and the previous 29 pages are a true copy of the registered
Enterprise Agreement.

.....