

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/306

TITLE: NRMA Vehicle Inspections' Enterprise Agreement 2000

I.R.C. NO: 2000/4656

DATE APPROVED/COMMENCEMENT: 12 October 2000

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New. Replaces EA97/188**

GAZETTAL REFERENCE: 17/11/00

DATE TERMINATED:

NUMBER OF PAGES: 25

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to all employees undertaking vehicle inspections and related functions**

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

**Registered
Enterprise Agreement
Industrial Registrar**



NRMA LIMITED

trading as **NRMA MEMBER SERVICES**

AMWU

AFMEPKIU

**NRMA
VEHICLE INSPECTIONS'
Enterprise Agreement**



August 2000

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1. PARTIES TO THE AGREEMENT

The parties to the agreement are:

- i. NRMA Limited (NRMA)
- ii. NRMA Vehicle Inspection employees, who undertake Vehicle Inspections and related functions
- iii. Automotive, Food, Metals, Engineering, Printing, and Kindred Industries Union (AMWU)

2. TERM OF THE AGREEMENT

2.1 Effective Date of Agreement

This Agreement will come into operation on the date of certification by the NSW Industrial Relations Commission. The term of this Agreement will expire twelve (12) months from the date of certification.

2.2 Application

This Agreement applies to and is binding on NRMA, AMWU and employees of NRMA Vehicle Inspections who undertake Vehicle Inspections and related functions.

3. RELATIONSHIP TO PARENT AWARD

This Agreement is read and interpreted in conjunction with the Metal and Engineering Industry (NSW) Interim Award 1984. Where any inconsistency exists between the Award and this Agreement, this Agreement prevails.

Where this Agreement is silent on any conditions of employment the Parent Award will apply.

4. PREAMBLE and COMMITMENTS

4.1 Overview

Vehicle Inspections provides a service to the motorist by providing technical assessments of the mechanical and structural condition of motor vehicles and individual components.

The major part of the business, around 80%, consists of providing vehicle condition reports upon which a purchase decision is made.

4.2 Commitment

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

5. CONSULTATIVE ARRANGEMENT

5.1 Overview

The parties to this Agreement recognise the value of consultation as a fundamental means of communication and decision making. To be effective, consultation must occur between the NRMA, AMWU, employees and their representatives.

The parties shall consult on matters of both specific and general concern to the NRMA employees and the AMWU.



5.2 Consultative Process

The parties agree to develop a Consultative Committee Constitution as a matter of priority, to work cooperatively to assist in the introduction of changes that will, but are not limited to:

- i. improving job security and career opportunities for employees
- ii. assisting in identifying training opportunities and developing training plans
- iii. improving communication, consultative and decision making process
- iv. increasing productivity, quality, efficiency and safety

The Consultative Committee may also discuss the following issues:

- v. performance measures
- vi. business plans
- vii. position descriptions
- viii. introduction of new technologies
- ix. business improvement initiatives
- x. introduction and promotion of NRMA products and services
- xi. resourcing
- xii. training initiatives
- xiii. amendments and updates to the VI Operations Manual
- xiv. work allocation and new workload allocation system
- xv. inspection times
- xvi. trial of a Sunday workforce on a voluntary basis



5.3 Agreement Review Committee

The parties agree to discuss, review and implement issues outlined in this Agreement through the Agreement Review Committee, comprising of elected employee representatives and nominated employer representatives

Vehicle Inspections is committed to Enterprise Bargaining and recognise the role of AMWU consulting with its members within Vehicle Inspections, on Enterprise Bargaining issues.

5.4 Next Enterprise Agreement

The parties agree to commence discussions on the next Agreement no later than three (3) months prior to the expiration of this Agreement.

5.5 Mass Meetings

A maximum of two (2) mass meetings for employees will be allowed per year without loss of pay and these will be of a half day duration.

6. REMUNERATION SYSTEM

As part of this Agreement, NRMA Vehicle Inspections and employees have negotiated a salary increase and the implementation of a Staff-Incentive Plan (SIP).

6.1 Salary Increase

In return for the changes incorporated in this Agreement, employees will receive the following increases:

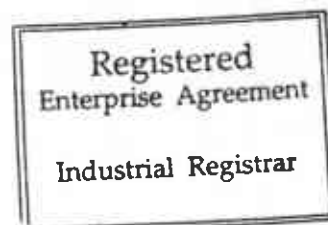
- i. A five (5%) salary increase, effective from the first full pay period after the agreement of employees at a mass meeting,
- ii. a \$750 once off *ex gratia* bonus payment, and
- iii. a \$250 once off bonus payment, in recognition of introduction of new technology (facsimile machines).

Payment will be made upon Agreement certification by the (NSW) Industrial Relations Commission.

6.2 Minimum Rates

Current minimum total ordinary pay rates are as follows:

		Weekly	Annually
i.	Grade 1	722.54	37,572.08
ii.	Grade 2	753.47	39,180.44
iii.	Grade 3	829.54	43,136.05



The rates of pay prescribed include an increase of 5%.

6.3 Fax Allowance

As part of their duties, employees are required to fax inspection reports to the customer, when requested by them.

Facsimile machines are issued by NRMA and installed in the employees' place of residence.

NRMA agree to fax information to the Inspectors between the hours of 7.00am to 8.00pm.

Employees will receive reimbursement for the use of the fax machine, as follows:

- (a) line rental
- (b) outgoing call costs

Employees are required to keep outgoing transmission reports and proof of line rental to receive such reimbursement on a quarterly basis.

6.4 Salary Reviews

NRMA recognise the value of the Salary Review or "pay for performance" system in order to ensure that employees are rewarded for their work efforts according to how they meet the objectives of their Performance Review.

Employees will receive a performance-based ordinary pay review, as part of NRMA's October Salary Review Process. Payment is made at the first full pay period in October.

(a) Merit Payment Guidelines

The criteria has been jointly developed between Vehicle Inspections and employees in relation to a merit payment and the following guidelines have been agreed:

- i. Recognition for individual high levels of performance is not based on any single criteria item,
- ii. unsatisfactory or poor performance in one area can result in no increase, and
- iii. should generally be funded by higher output.

(b) Measurement Guidelines

The following agreed objective measures are set out in the Performance Measures Document and Vehicle Inspections Operations Manual, summarised as follows:

- i. timely inspection reports
- ii. high quality standard of reports
- iii. achieving optimum productivity levels
- iv. high quality presentation
- v. world class customer service skills
- vi. timely banking duties
- vii. increasing skill level
- viii. promotion of Vehicle Inspections
- ix. involvement in improvement opportunities

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6.5 Vehicles

Compensation has been paid to employees who do not have the benefit of a packaged NRMA vehicle.

Employees are entitled to a "tool of trade" vehicle. Employees who are entitled to private use of that vehicle agree to forego 2/7^{ths} of the annual vehicle running costs from their total ordinary pay. This 2/7^{ths} is referred to as a "salary sacrifice" and is reviewed by NRMA annually.

NRMA in consultation with AMWU will review the current salary sacrifice system before the October review date.

6.6 Payment of Wages

Payment of employees wages is made weekly and is by Electronic Funds Transfer (EFT) to an account of the employees choice from the selected list of financial institutions.

NRMA is considering the introduction of fortnightly pay for efficiency reasons. The parties agree to discuss changes to the pay system during the life of the Agreement.

6.7 Toll payment

Necessary toll fees will be reimbursed on an as needs basis, upon presentation of tax invoice.

6.8 Temporary Manager's Allowance

If an employee is required to act in the position of manager for three (3) days or more, payment will be \$25 per week plus their ordinary pay.

6.9 Superannuation

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

7. WORK ORGANISATION

7.1 Overview

The parties recognise the need to plan for the future. The following clauses will be implemented on certification of the Agreement to provide the mechanisms to create an environment which can better adapt to change in order to maintain a stable workforce and deliver appropriate business outcomes.

7.2 Employees Distribution and Work Allocation Issues

The parties recognise the need to ensure that staffing levels across the Vehicle Inspections network meet customer demand and business needs. The determination of the number of Employees in any location is the responsibility of the manager concerned who will consult with employees in determining appropriate factors as outlined below

(a) Appropriate Factors

Within Vehicle Inspections, these will include:

- i. maximising productivity (including working more than five jobs per day)
- ii. demand for the service
- iii. Employee numbers in an area/location
- iv. home location
- v. impact on business expenditure
- vi. other related indicators e.g. projected employees turnover
- vii. customer satisfaction indicators

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

Vehicle Inspections performance, including productivity results, will be discussed with employees as part of the normal communication meeting process.

(b) Issues for Discussion

The parties agree to review and discuss matters relative to day to day operational and allocation system issues with an aim to improving service delivery and allocation. These include duties of employees.

7.3 Employee Movements

The parties are committed to meet business and customer demands and to provide quality service at all times across all locations. In order to do so the parties are committed to address flexibility issues in matching staffing levels to business needs as an on-going issue.

(a) Employee movements

To ensure maximum efficiency and productivity, employees agree to move a reasonable distance from one area and/or Inspection Centre to another within the Vehicle Inspections network as required, i.e. from one part of Sydney to another; from Wollongong to Sydney and vice-versa; from Central Coast to Sydney and vice versa, from Newcastle to Central Coast and vice versa.

Reasonable notice will be given to employees being transferred to another area.

7.4 Service Delivery and Employee Duties

The Parties recognise the value of self management and taking ownership of the inspection product to meet customer requirements.



(a) Guidelines

Employees will conduct their duties consistent with their performance plan, measures document and operations manual.

Generally, their duties can be summarised as follows:

- i. provide a verbal report to the customer on the day of the inspection where the bookings sheet records that a call is required
- ii. fax the report to the customer (if requested)
- iii. provide a written inspection report to the customer
- iv. arrange and confirm inspection times with the customer
- v. "sell up" and promote Vehicle Inspection & other NRMA products and services
- vi. unregistered vehicle inspections on behalf of the RTA
- vii. work more than five (5) jobs a day, if achievable, and remain in contact with the NRMA to deliver this requirement
- viii. complete times taken for each Inspection on the Inspection Report
- ix. reports shall be lodged with relevant manager within ten (10) days of the Inspection occurring, or if this is not possible, to be sent by post within three (3) days of the inspection occurring
- x. work a reasonable amount of overtime
- xi. bank monies collected on behalf of the NRMA with a branch office at least once every ten (10) days, and provide details of outstanding monies held by the employee at the end of each month verbally to the relevant manager. For its part the NRMA agrees to review the method of collecting and banking monies in consultation with employees in order to reduce the amount of monies that are carried by employees
- xii. work flexibly in accordance with this Agreement

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7.5 Travel Time

Vehicle Inspections recognises the need to reduce the requirement for employees to travel unnecessary distances. Unfortunately customer needs do not always allow this.

(a) Policy

Reasonable attempts will be made to reduce to a minimum the travel time required by an employee to reach the first inspection. If an employee is required to travel outside their normal work region and this travel requires travel outside ordinary hours, travel payment will be made for all reasonable time spent returning to the normal work region.

Travel time will be paid at ordinary rates, except for Sundays and Public Holidays when it shall be time and a half.

The appropriate manager must be notified of this travel time requirement to enable authorisation and payment for the next pay period.

(b) Issues for Discussion and Review

The parties agree to address the issues of work allocation in relation to an employee's residence (ie. geographical areas, last job closer to home if practical). This includes advice to the employer of a proposed change of residence and methods to address work organisational issues.

8. HOURS OF WORK

8.1 Overview

This Agreement provides that employees and management will work together to improve and achieve Vehicle Inspections business needs, while ensuring that employees personal needs which arise when combining their work and personal responsibilities, are properly considered.

8.2 Implementation

The NRMA is committed to the involvement of employees in the implementation of more flexible working patterns.

8.3 Span of Hours

This clause does not increase the hours an employee works, but provides greater flexibility as to *when* they work. Both inspection and allocation will endeavour to work together to maximise productivity and reduce inspection downtime.

(a) Inspection Centre application

The manager, in consultation with employees will, on the basis of an assessment of business need, determine the appropriate hours of business conducted at an Inspection centre location. This will be within the span of 7.00am (0700 hrs) to 6.00pm (1800 hrs), Monday to Saturday, within which the employees ordinary pattern of hours will be worked. At present, employees working at inspection centre locations work ordinary hours of 8.30 am to 4.30 pm.

For the purpose of this clause auction sites would be considered to be Inspection centres. Several factors need to be considered, and may include:

- i. customer demands
- ii. competitor operating hours
- iii. impact on employees

(b) On Site application

The manager, in consultation with employees, will on the basis of an assessment of business need, determine the appropriate hours of business conducted at On Site locations. This will be Monday to Saturday, within which the employees ordinary pattern of hours will be worked.

Several factors need to be considered, and may include:

- i. customer requirements
- ii. locality of inspection
- iii. month of the year i.e. summer/winter

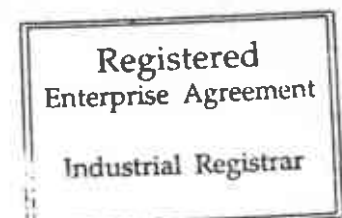
The flexibility for individual employees to vary their start time to meet customer needs is encouraged.

(c) Issues for Discussion and Review

The parties agree to review ordinary hours and overtime beyond 4.30pm. The NRMA seeks a daily spread of ordinary hours between 7.00am and 6.00pm to be implemented in consultation with employees.

8.4 Ordinary Hours of Work

(a) How hours are determined



Ordinary hours of work for employees are based on working the standard hours over a four (4) weekly cycle. Ordinary hours (i.e. hours paid at single time) will not exceed 7.5 hours per day.

(b) Ordinary hours

These consist of an average of 35.625 hours per week over a four (4) week cycle. This includes one day off in the twenty (20) day work cycle. Rostered days off will be confined to twelve (12) in any one year.

(c) Meal Breaks

Employees are not required or permitted to work more than five (5) hours without a meal break and this break will be thirty (30) minutes. It is the Employee's responsibility to schedule this time during the day.

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8.5 Saturday Work

Employees will provide a Saturday workforce to enable Vehicle Inspections to better meet customer demands and achieve a complete six (6) day per week business operation in response to external competition.

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(a) Establishing a Saturday workforce

- i. The manager, in consultation with employees and an assessment of business need in a particular area, will develop and implement a Saturday roster.
- ii. Employees will be rostered to work one (1) Saturday each five (5) weeks. This excludes Easter Saturday and Christmas Day (where Christmas Day falls on a Saturday).
- iii. Where an employee is rostered to work on a Saturday, an alternative day off will be provided for in the roster. This roster will be provided three (3) months in advance.
- iv. Where an employee wishes to take a rostered Saturday off, it will be their responsibility to arrange a change to the roster for that day with another employee and prior to doing so, he should advise the appropriate manager of that change. — In this case the second employee shall be paid as working a rostered Saturday.
- v. A meal allowance does not apply when an employee works on his rostered Saturday.
- vi. Where an employee volunteers to work overtime on a Saturday payment will be at normal overtime rates.
- vii. For the regional areas, a roster will be developed in consultation with employees to best meet business requirements.

(b) Payment

For work performed on a rostered Saturday as part of ordinary hours, employees will receive ordinary pay plus fifty percent (50%) loading. Payment for work will be at time and one half.

Example - for employees working one Saturday

- i. One week day off in lieu of Saturday work plus one half day pay, this day may be coupled to rostered days off that are due.
- ii. An employee with management consent works one Saturday in each of two (2) consecutive five (5) week cycles. ie. Saturday 1 and 6 and then take three (3) week days off plus a rostered day off giving a break of four (4) working days. This would be with out any cash payment.
- iii. Work one Saturday in each of two (2) consecutive five (5) week cycles ie. Saturday 1 and 6 and then take two (2) days off and accept one days normal pay.

(c) Regional areas

A roster will be developed in consultation with employees to best meet business requirements. Remuneration options based on the above payment for rostered Saturdays worked will include time off in lieu arrangements which will be implemented by agreement between the NRMA and employees affected.

(d) Issues for Discussion and Review

The parties agree to review Saturday work allocation to meet organisational and customer needs of Inspections for Saturday.

8.6 Overtime

Overtime shall apply for all time where an employee is required to work:

- i. in excess of an employee's ordinary pattern of hours,
- ii. outside the spread of hours determined by the Vehicle Inspections, or
- iii. in excess of standard hours over a four (4) weekly cycle.
- iv. this means that employees will work a reasonable amount of overtime as requested by the manager to meet service requirements and shall be paid according to the overtime provisions.
- v. The parties agree this provision would not result in employees having to work overtime every day.
- vi. Employees agree to notify the allocation employees before 10.00am if they are unable to work overtime on any particular day.

(a) Flexible finishing time

Employees agree to work for up to thirty (30) minutes at the end of any working day when required to complete the days work.

Several factors will determine when overtime is used:

- i. customer demands/service
- ii. product requirements
- iii. flexibility of special list vehicle categories
- iv. employees commitment to working up to 480 minutes per day (including 30 minutes as listed above)
- v. flexible starting and finishing times
- vi. minimising idle time due to job cancellation.

(b) Payment

Overtime will be paid as follows:

Time/Day	Rate
First two (2) hours	Time plus 50% loading
After first two (2) hours	Time plus 100% loading
Saturday (not rostered) and Sunday	Time plus 100% loading with a minimum payment for four (4) hours work

(c) Calculation of Overtime Rate

The hourly rate for the payment of overtime shall be the employee's ordinary pay divided by thirty five (35).

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When an employee works overtime, payment will be made on or before the next pay date if it is worked at least a week before that date or on the following date if it is worked within a week of the next pay date.

(d) Meal Money

When an employee works overtime, a meal allowance of \$10 will be paid under the following conditions:

- i. if an employee works in excess of four (4) continuous hours
- ii. if an employee works in excess of one and one half (1.5) hours after ordinary working hours.

8.7 Cancellations

The issue of cancellation of an inspection creates unproductive work time and work organisation problems.

(a) Employee Responsibilities

Employees agree to be in contact with their first customer the day before and to contact each subsequent customer in advance with enough notice to confirm the inspection time. Any cancellations received by the employee will be advised to the NRMA *immediately* to arrange another inspection in its place.

(b) Employer Responsibilities

The employer agrees to give employees as much notice as possible of requirements to work beyond 4.30pm.

9. PART-TIME EMPLOYMENT

9.1 Overview

The Parties agree to the use of part-time employees to assist in meeting customer demands and employee lifestyle requirements.

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

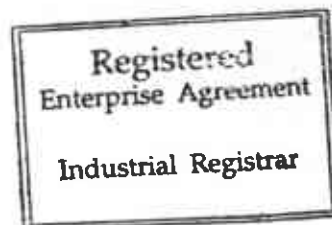
9.2 Ordinary pay

Part-time employees are paid an hourly rate calculated by dividing the ordinary pay by the number of ordinary hours worked by a full-time employee.

9.3 Conditions

Part-time employees may be required to:

- share a vehicle,
- collect a vehicle from a nominated starting point, and/or
- start and finish from a nominated point



9.4 Hours

- i. Employees and their manager will agree, in writing, the number of hours to be worked, the days on which they will be worked and commencing and finishing times. Any changes will require a minimum of seven (7) days notice.
- ii. The terms of the part-time agreement or any variation to it shall be in writing and retained by the NRMA. A copy of the agreement and any variation made to it will be available to the employee.

- iii. Ordinary hours per shift for a part-time employee will not exceed ordinary hours of an equivalent full-time employee. Each shift will be no less than four (4) hours in duration.

9.5 Call out

Payment is at the ordinary rate of pay for a call out with a minimum payment as for four (4) hours worked.

9.6 Overtime

A part-time employee may, on occasion, be required to work in excess of their normal pattern of hours. The requirement to do so should occur on an irregular basis only.

Ordinary time is paid for additional hours worked up to the ordinary hours per shift of an equivalent full-time employee.

Overtime is paid for hours in excess of ordinary hours per shift of an equivalent full-time employee and for all time in excess of thirty five (35) hours per week.

Payment for work performed on Saturday and Sunday will be in accordance with clause 8.6(b) of the Agreement.

Full-time employees will be given first opportunity to fill resourcing requirements prior to overtime being offered to part-time employees.

9.7 Converting from full-time employment

The Parties acknowledge the skills of existing full-time employees. It is agreed that current full-time employees be given first preference to convert from full-time to part-time employment.

A full-time employee who converts to part-time employment will transfer all accrued award and legislative entitlements, and their employment is deemed to be continuous.

All accrued leave entitlements may be taken at the full-time rate, at any time during future employment, until exhausted.

No existing full-time employee shall be transferred by NRMA to part-time employment, without consent of the employee.

9.8 Leave entitlements

A part-time employee is entitled to payments in respect of annual leave, sick leave and all other leave, on a pro-rata basis.

Leave entitlements will accrue for all ordinary hours worked.

9.9 Promotional opportunities

Part-time employees are entitled to equal access to all relevant training and promotional opportunities. Every effort will be made to schedule training and other such activities during normal part-time pattern of hours. On occasion, however, it may be necessary to attend such training and other sessions outside normal pattern of hours.

Ordinary time is paid for additional hours worked up to the ordinary hours per day of an equivalent full-time employee.

10. RESOLVING WORK PLACE ISSUES

10.1 Overview

NRMA encourages managers to practice an open door policy so that employees feel free to take issues up at a higher level if they cannot resolve them with, their immediate manager.

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Managers and employees are committed to resolving employees grievances or concerns at first point of contact where possible.

10.2 Grievance Procedure

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

Step	Action
1	The employee(s) should first discuss the matter with their immediate manager who must make every effort to resolve the matter.
2	If the matter is not resolved at this point, the employee(s) can contact a union representative, who will work with the employee(s) and their immediate manager and attempt to resolve the issue.
3	If the matter is not resolved at this point, it will be discussed between the Manager, Vehicle Inspections, a union representative, the employee(s) and their immediate manager.
4	If the matter is not resolved it may be discussed between the Human Resources Manager, a union representative, an AMWU official, the employee(s) and their immediate manager.
5	If no resolution is reached, the matter may be referred to the New South Wales Industrial Relations Commission for resolution.

10.3 Union Involvement

The AMWU may provide guidance and assistance to its member(s) at any stage of this process.

11. WORKFORCE PLANNING ARRANGEMENTS

11.1 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.

(a) When Redundancy Applies

Positions are redundant not people. Examples of when redundancy may occur are:

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

(b) When Redundancy Does Not Apply

Redundancy does not apply:

- i. to employees who leave the organisation of their own choice;
- ii. where termination is a result of ill-health in terms of the provisions of the Superannuation Plan;

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- iii. where termination is a result of unsatisfactory performance, dishonesty, fraud, misconduct or other actions warranting dismissal;
- iv. to casual or temporary employees;

(c) Consultation with AMWU

NRMA will consult with AMWU and affected employees where a situation arises that will lead to positions being made redundant and/or the retrenchment of employees. To allow consultation to occur, NRMA will advise AMWU in writing.

Discussions will concern the reasons for the proposed redundancies and ways to minimise or avoid retrenchment of affected employees. In these discussions, NRMA will advise of the number and category of affected employees and the timing of any likely retrenchments.

(d) Selection Process

Where selection for redundancy is necessary, due to the reduction in the number of like positions within a business unit, the selection will be based on matching performance and skills of employees with the ongoing business need. The employees assessed to be the most suitable in relation to performance and relevance of skills will be selected to continue in their current positions.

Where appropriate, NRMA will also consider the personal preferences of employees in the affected business unit, however, the primary factors for selection for redundancy will be performance and skills.

(e) Notification of Redundancy

Employees whose positions will be made redundant will be notified by NRMA of the date that their position will become redundant.

11.2 Job Search (Avoiding Retrenchment)

An employee member who is notified that their position will be made redundant will commence a job search period. Where possible this period will be prior to their position becoming redundant

In cases where a job search period is prior to a position being made redundant:

- i. the job search period will be a (minimum of three months) and
- ii. may be extended by agreement between NRMA and the employees member.
- iii. In cases where a part of the job search period is after the position is made redundant:
- iv. the portion of the job search period which falls after the position is made redundant will be no longer than three months unless a longer period is agreed between NRMA and the employee.

During the job search period NRMA and the employees will actively seek alternative employment.

If the employee and NRMA agree, the job search period may be shortened and the employee may leave with a retrenchment package.

(a) Suitable Alternative Employment

Means a position which:

- i. is in the same Award grade and does not involve a reduction of ordinary pay; and
- is a position which the employee member has the skills and experience required to perform the role to a reasonable standard; or
- ii. is a position which the employee member should be able to perform to a reasonable standard after a period of training and time in the job; and

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- is at the same location or is within reasonable distance and travelling time from the employee's place of residence.

(b) Safeguards

Employees 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, child care, formal community involvement, external study, elder care or employment arrangements of a spouse/partner.

Following discussions regarding moving, an employee required to move will receive at least four (4) weeks notice from the time agreement to relocate has been reached. The period of notice may be shortened by agreement.

A employees member may seek the assistance of the AMWU and/or use the Procedure for Resolving Workplace Issues if they have a grievance in relation to an offer of suitable alternative employment.

(c) Offer of Suitable Alternative Employment Not Accepted

Where suitable alternative employment is offered, but not accepted by an employee, the employee will be deemed to have terminated their employment, without the payment of a retrenchment package.

(d) Other Options for Continuing Employment

During the job search period NRMA and the employee may agree on other options which enable the employee to continue in employment but which do not meet one or more of the criteria of suitable alternative employment.

Such a position could be a position at a lower ordinary pay level or a position where significant re-training is required.

(e) Position at a lower pay

Where an employee accepts a position, to which a lower ordinary pay level applies, the employee's salary will not be reduced as a result of accepting the position.

(f) Trial Period

Where an employee accepts employment at a lower salary there will be a trial period of (3) three months in the new position, in all other situations a trial may be agreed between NRMA and the employee. Should either the employee or NRMA find that the employment is unsuitable, the employee's service may be terminated without loss of entitlement to retrenchment payments calculated from the date the service actually ends.

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11.3 Retrenchment

(a) Definition

Retrenchment occurs where an employee's employment is terminated by NRMA after their position has been made redundant, and where no suitable alternative employment is offered and no other alternatives for continuing employment have been agreed.

(b) Selection Process

Where selection for retrenchment is necessary, because within a business unit the number of employees in like positions needs to be reduced, selection will be based on matching performance and skills of employees with the ongoing business need.

Where appropriate, NRMA will also consider the preferences of affected employees, however, the primary factors for selection for retrenchment will be performance and skills.

(c) Advice of Retrenchment and Date of Effect

All employees will be provided with written notice of their retrenchment. During the notice period employees will be provided with details of their retrenchment package.

(d) Retrenchment Formula

The employees member will receive:

- i. eight (8) weeks notice or payment in lieu; plus
- ii. three (3) weeks ordinary pay for each year of continuous service to a maximum of 75 weeks.

The minimum benefit that can be received (including both notice and ordinary pay) is 11 weeks, the maximum benefit that can be received is 83 weeks ordinary pay (including both notice and ordinary pay).

Employees who have had service on both a full-time and part-time basis will have their entitlements calculated on a pro-rata basis.

Additional hours worked by part-time employees after the date of certification of this Agreement which were paid at single time rates will be recognised for the calculation of retrenchment benefits.

(e) Definition of Ordinary pay

Ordinary pay is defined as Total Ordinary pay plus shift allowance, penalty or loading regularly paid to employees for working their ordinary hours on Saturdays, Sundays, Public Holidays, or for late or early starts. It does not include overtime, bonuses or any other payments or allowances. For employees who receive benefits in lieu of cash ordinary pay, the value of the benefits will be included in determining Total Ordinary pay.

(f) Annual Leave

Each employees member will receive a payment in lieu of any annual leave entitlement. Annual leave loading is payable on accrued (but not proportionate) annual leave.

(g) Long Service Leave

Employees with five (5) or more years continuous service will receive pro-rata payment for long service leave.

(h) Outplacement and Support

Outplacement support will be offered to all employees through an external outplacement organisation. Where requested, counselling and financial planning services will be provided by NRMA at no cost to the employees member.

12. LEAVE

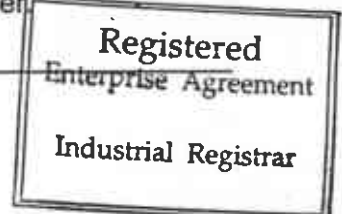
12.1 Annual Leave

(a) Intent

The intent of annual leave is to provide employees with an opportunity to take an extended break from work. Therefore, employees should be encouraged to take their annual leave within a reasonable period of its accrual.

(b) Entitlement

Employees are entitled to four (4) weeks annual leave on the completion of each year and preferably should be taken as four (4) weeks at a time or two periods of two (2) weeks, depending on demand for leave at that time.



(c) Scheduling Leave

Applications for annual leave should be submitted to the appropriate manager by 30 June of each year. Employees are asked to plan twelve (12) months in advance (i.e. July to June for the next year) for their leave periods to allow the formulation of a complete annual leave roster.

Where a number of applications are received for the same period which exceed the monthly area leave allocation and it is not convenient for leave to be granted, leave may be refused if the time applied for conflicts with the interests of the business for a particular area.

In scheduling leave, managers and employees should consider:

- i. work requirements of the area
- ii. number of employees available
- iii. employees health and well being
- iv. amount of accrued leave in excess of four (4) weeks.

Leave should preferably be taken at the approximate date it falls due. Failing this, it should be taken within twelve (12) months of the due date.

(d) Annual Leave Accrual

NRMA or a employees member cannot allow annual leave to accrue in excess of eight (8) weeks without leave being scheduled to be taken within the next twelve (12) months.

If an employee fails to take such scheduled leave, the manager may direct the employee to take annual leave at a specified time. In such cases, the manager must give at least two (2) months notice.

(e) Payment

Annual leave payments are paid on the pay day prior to the last working day and is not included with normal pay. Deductions will be made as normal.

(f) Leave loading

Employees receive an annual leave loading of 17.5% of the ordinary pay, for a period of four (4) weeks.

12.2 Sick Leave

The NRMA's overall philosophy concerning absences is that anyone who has a genuine illness or genuine need to consult a doctor, specialist, dentist or any other medical practitioner during working hours should not be disadvantaged.

(a) Amount of Leave

Employees are entitled to the following amount of sick leave:

1st year of service - eight (8) days

2nd year of service - ten (10) days

3rd and subsequent years of service - twelve (12) days

Unused sick leave is accumulative up to a maximum of 52 working weeks. However, there is no provision for payment of this accrued sick leave on termination or retirement from NRMA.

Up to four (4) single days per annum may be taken without production of a medical certificate. A medical certificate may be required for all absences in excess of two (2) consecutive days.

