REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO:

EA99/70

TITLE: NRMA Road Service Assistance Centres Agreement 1998

I.R.C. NO:

98/6122

DATE APPROVED/COMMENCEMENT:

27 November 1998

TERM:

12 months

NEW AGREEMENT OR

VARIATION:

New. Replaces EA 97/179.

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES:

78

COVERAGE/DESCRIPTION OF

EMPLOYEES:

All call taking and despatch staff employed by NRMA Road Service in

Assistance Centres

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







Road Service Assistance Centres

Agreement Registered
Enterprise Agreement

Registered Enterprise Agreement

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Section A Terms of the Agreement

Overview

Overview

This is agreement is to enable the smooth transition to new arrangements including the establishment of the call taking cente at Parramatta, the centralisation of despatch to Villawood and the closure of the Penrith site.

The agreement relates to call taking and despatch staff employed by NRMA Road Service in assistance centres.

Assitance Services are not covered by this agreement and separate arrangements will be negotiated.

Agreement effective date

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

Title

This Agreement shall be known as the Road Service Assistance Centres Agreement.

Registered Enterprise Agreement

Section B Reward and Recognition

Overview

Introduction

As part of this Agreement, NRMA and the ASU have negotiated a one off transition payment and the implementation of a staff reward scheme.

In this section

The following topics are covered in this section:

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Transition Payment and Future Increases

Transition Payment

Full time staff who are employed as at 1 December 1998 will receive a one off lump sum payment of \$1,450. Part time staff will receive a proportionate payment based on hours worked. This payment will be made on the first pay period after 1 December 1998, providing the agreement is ratified.

Future Increases

The Union and Management agree to co-operate in establishing agreed productivity measures and that future wages claims will be linked to proven productivity gains in the Road Service Assistance Centres and Assistance Services.

Industrial Registrar

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Minimum Rates

Overview

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

Grading	Award Wage	*24% Loading	Total Wage
Despatch			
Despatch Consultant	\$530.90	\$127.42	\$658.32
Despatch Officer	\$472.68	\$113.44	\$586.12
Despatch Trainee	\$438.13	\$105.15	\$543.28
Call Centres			
Road Service Consultant	\$530.90	\$127.42	\$658.32
Road Service Officer	\$472.68	\$113.44	\$586.12
Road Service Trainee	\$438.13	\$105.15	\$543.28

Shift Allowances

Employees shall be paid a shift allowance for all shifts worked other than permanent Night Shift or permanent Day Work.

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

Day Workers

Day workers will be paid the appropriate Award Wage specified above. The minimum rate for a day worker will be the Award Wage of a Receptionist / Despatch Officer plus 10%.

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



^{*} This is inclusive of all public holidays.

Higher Duties

Policy

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

Application

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

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

The amount is payable on minimum rates for each grade. No increase is payable where a staff member's wage is equal or greater than the minimum wage for the grade they are acting in.

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Payment of Wages

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

Easter

Weekly wages are to be paid on the Wednesday before Good Friday by EFT.

Termination of Employment

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

Where an employee is required to wait for termination payment beyond his/her ordinary ceasing time and such waiting time exceeds fifteen (15) minutes, the employee shall be paid at ordinary rates for the full period during which such employee is required to wait.



Allowances

Telephone Allowance

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

First Aid Allowance

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

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

Travelling Allowance

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

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

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Uniforms

Issue

Each employee may order the corporate uniform to the value of \$450

in each twelve month period.

For more information on the corporate uniform see the Human

Resources Handbook.

Ownership

Clothing shall remain the property of the staff member and is not

required to be returned to the Association at the termination of

employment.

Usage

Staff will wear the supplied uniform supplied by NRMA or suitable

business attire of the same standard, other than on special occasions as

defined by the respective teams manager.



Staff Reward Scheme

Introduction

The ASU and NRMA are committed to the development of a scheme to reward staff for their contribution to improving organisational performance.

The scheme will reward staff as a team if the organisation is performing well in the areas that are key to its future competitiveness. It will exist alongside, but not replace, the current salary and performance planning and review processes.

Review of Scheme

The Staff Reward Scheme will be reviewed by the group addressing remuneration issues as a part of the negotiations for a new enterprise agreement.

If agreement on a new scheme is not reached by 5 April 1999, the scheme from the 1997 Enterprise Agreement will apply for the financial year 1998/1999 and will be payable by 1 October 1999.

Registered Enterprise Agreement

Section C Resolving Work Place Issues

Procedure

Overview

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

Grievance Procedure

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

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

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

Section D Workforce Planning

Overview

Introduction

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

In this section

The following topics are discussed in this section:

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Achieving the Workforce Plan	15
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Staffing Levels

Overview

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

Association measures

Within the Association Division, these will include:

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

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

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



Achieving the Workforce Plan

Overview

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

Intent of the clause

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

Options for achieving the Workforce Plan

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

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

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

Avoidance of Retrenchment

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

Industrial Registrar

Advertising vacant positions

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

Any position becoming vacant within the Assistance Centres shall be advertised on staff notice boards.

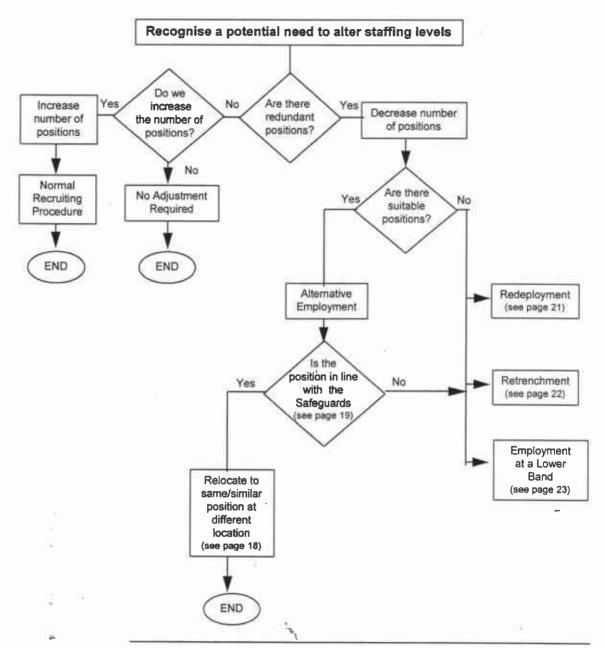
Staff Selection

NRMA has a policy of promoting the development of staff. All staff are therefore encouraged to apply for vacancies for which they feel suitably qualified. Positions may also be advertised externally.

Workforce Planning Process

Process

The following flowchart outlines the process for workforce planning:



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Alternative Employment

Alternative Employment

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

Consultation Process

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

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

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

Suitable Alternative Employment

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

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

Continued on next page

Alternative Employment, Continued

Safeguards

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

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

Resolving Workplace Issues

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

Training

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

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Redundancy

Overview

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

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

Definition of Redundancy

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

Redundancy May Occur When

Positions are redundant not people.

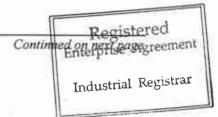
Redundancy may occur when:

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

When redundancy does not apply

Redundancy does not apply:

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



Redundancy, Continued

Selection Process

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

Step	Action	
1	Determine the number of "redundant" positions in each location.	
	Note: If a whole location is closing then there is no need to go	
	through the selection exercise.	
2	Evaluate the performance/skills of each individual within each	
	affected position or category.	
3	Staff within each category are assessed according to	
	performance/skills level by the location/department manager.	
4	Prior to any final decisions being made, the assessments, in	
	conjunction with any supporting documents or data are reviewed by	
	the appropriate General Manager and Human Resources consultant.	
5	Following the review the highest assessed performers are selected to	
	continue in their current positions. Those not selected will be issued	
	with redundancy notices.	
6	Following this process the individual(s) issued with redundancy	
	notices may choose whether they wish to:	
	• remain with the organisation and obtain alternative employment	
	in line with the organisation's Redeployment Policy, or	
	• leave the organisation with the retrenchment benefit set-out in the	
	clause named "Retrenchment".	

Safeguards

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

- The assessments should only be reviewed by the relevant Unit Manager, the Regional Manager, General Manager and Human Resources. The results of the assessment should not be used for any other purpose e.g. job applications, performance reviews, salary reviews etc.
- Paperwork should not be copied. The originals should be forwarded to the Manager Employee Relations for retention.

 Registered

Redeployment

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

Retrenchment

When Retrenchment occurs

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

ASU Notification of Retrenchment

NRMA will advise the State Office of the ASU of the date of the retrenchment and the number of position(s) to be made redundant at the earliest opportunity prior to issuing notice of retrenchment to affected staff.

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

Retrenchment Provisions

The following retrenchment provisions apply:

- All staff to be retrenched will be given the maximum forewarning of at least eight weeks written notice or payment in lieu of notice.
- Where a staff member receives notice of retrenchment, rather than
 pay in lieu, that staff member will receive reasonable time off to
 seek new employment external to NRMA. Where a staff member
 finds new employment during the period of notice that staff member
 will receive the retrenchment provisions prescribed in this
 Agreement, less any of the period of notice worked.
- The staff member will receive three weeks pay for each year of service with a minimum of three weeks and a maximum of 75 weeks payment. Pro-rata payment, will be made for the final year of service.

Salary

Salary is defined as award weekly rate (ordinary pay). Staff who have changed between full-time and part-time employment will have their entitlements calculated on a pro-rata basis.

Annual leave

Each staff member will receive a pro rata payment in lieu of any annual leave accrued but not yet taken, plus loading which would otherwise have been paid on that leave.

Long Service Leave

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

Superannuation

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

Services

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

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Employment at a Lower Band

Options

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

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



Section E Hours

Overview

Intent

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

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

However, there may be times when rosters will be varied to conform with business needs and operational requirements.

Implementation

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

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

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Span of Hours

Overview

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

Span of hours

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

Several factors need to be considered, and may include:

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

Definition of a Business Unit

A "business unit", for the purposes of determining the appropriate span of hours, means that group of staff within a division or department. In the Association Division this is an Assistance Centre unit, a Legal unit, a Patrol Zone, etc.



Ordinary Hours of Work

How hours are determined

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

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

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

This means that any combination of ordinary hours over a 4 week period cannot exceed 152 hours.

Meal Breaks -Shift Workers

Shift workers shall be allowed thirty minutes for a meal break and such time will be counted as time worked. Breaks for lunch will commence between 10.00 am and 1.00 pm. Breaks for dinner will commence between 5.30 pm and 9.00 pm. Meal breaks may be taken outside of these times by agreement between the staff member and team leader.

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

- staff that work more than 2 hours and up to 4 hours are entitled to 1 tea break.
- staff that work more than 4 hours and up to 6.5 hours are entitled to 1 tea break and 1 meal break.
- staff that work more than 6.5 hours are entitled to 2 tea breaks and 1 meal break.

Meal Breaks – Day Workers

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

Day workers are entitled to one paid 10 minute coffee break.

Days worked

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

Christmas Day

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

Shift Work

Definitions

"Day Shift" means any shift commencing between 5 am and

12 noon inclusive

"Afternoon Shift" means any shift commencing after 12 noon and

finishing before 12 midnight.

"Night Shift" means any shift ceasing between 12 midnight

and 7 am.

"Day Work" means any permanent arrangement where staff

work between the hours of 7:00 am and 7:00 pm

Monday to Friday inclusive

Permanent Midnight Shift

Staff working permanent midnight shift must be qualified in call taking and despatch, due to the variety of tasks required of the staff on this shift. '

No current employee will be required to rotate through night shift.

Day Work

Hours

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

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

Public Holidays

New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas and Boxing Day and any other day gazetted as a public holiday for NSW are public holidays.

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

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



Establishing and varying ordinary hours

Overview

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

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

Consultation Process

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

Step	Action	
1	When the Manager of a Business Unit recognises the need review the hours of operation, they must inform the ASI Representatives of Human Resources and the ASU will attend a meetings regarding the proposed change to operation hours ar will ensure the correct process, as outlined below, is followed an safety issues are considered.	
2	Business needs and operational requirements of the unit are determined by the manager, in consultation with the staff of the business unit.	
3	A comparison of the required and current staff levels is made to determine the fit within the proposed operating hours. Shortfalls and surpluses are identified.	
4	Volunteers to work the new spread of hours are called for.	
5	Through individual discussion, group discussion, or both, volunteers individual work schedule requirements and preferences are determined. Particular note is made of the volunteers: • preferred working hours, • family and personal commitments, and • safety issues	
6	Where there are not sufficient volunteers, the business may employ additional staff to cover the additional requirements or give 14 days notice of variation to the established pattern of hours.	
7	A new roster will be drawn up at least two weeks prior to the beginning of a new cycle. Registered Enterprise Agreement	

Continued on next page tran

Establishing and varying ordinary hours, Continued

Establishing a pattern of hours

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

Varying the established pattern of hours

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

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

Dispute Settling

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



Overtime

Rate

Payment at the rate of double time shall be paid on the Award Wage as defined, for all work performed:

- in excess of 7.6 hours in any shift for Part Time staff or outside the rostered hours of any shift for Full Time staff;
- on more than 10 shifts in any period of 14 consecutive days;
- on a rostered day off;
- on the second shift when an employee is required to work two shifts in immediate succession;
- double time and a half for work done on Public Holidays.

Permanent day workers shall be paid:

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

Breaks

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

No Penalties

An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least eight consecutive hours off duty between those times, shall, be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

Allocation Of Overtime

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

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

Only one "overtime graph" will be maintained for each Approximate Agreement Centre. This will be updated weekly. A copy will be available in each site for staff to view.

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Approximate Agreement
Industrial Registrar

Continued on next page

Overtime, Continued

Call Out Procedures

Day Shift

1st	Day Off Call Out	Full Time Staff
2nd	Day Off Call Out	Part Time Staff
3rd	Day Off Call Out	Casual Staff

4th Early Start Same order as above

5th Early Starts and Work Backs are also used and given 1st priority when periods of less than 4 hours are required.

Afternoon Shift

The same procedure as is used for Day Shift. These are minimum 4 hour Call Outs.

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

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

Work Backs

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

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

Meal Money

An employee shall be paid a meal allowance of \$10.00 when overtime on the completion of the shift exceeds one hour and again when it exceeds four hours.

Payment

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

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Enterprise Agreement

Overtime, Continued

Meal Break

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

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

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

Hours Worked	Entitlement
>2 to 4 hours	l coffee break
>4 to 6.5 hours	I coffee and I meal break
>6.5 hours	2 coffee breaks and 1 meal break

Light duties

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

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Part-Time Employment

Overview

NRMA is committed to providing opportunities for staff to work on a part-time basis.

Definition

"Part Time Employee" shall mean an employee who is entitled to work regular days and regular hours which are less that 38 hours.

Salary

Part-time staff are paid an hourly rate calculated by dividing the appropriate salary by the number of hours worked by full time staff. The appropriate salary is determined by the grade into which the part-time staff member's job falls.

Overtime

Part-time staff may on occasions be required to work in excess of their normal pattern of hours. The requirement to do so should occur on an irregular basis only.

Under this Agreement part-time staff can work less than 152 hours in each 4 week cycle. If required to work, or to attend training sessions in excess of their normal pattern of hours, a part-time staff member is paid at the single hourly rate for all time up to 7.6 hours per shift and 38 hours per week. Overtime is paid as per the rate set-out in the clause named "Overtime".

Leave entitlements

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

Promotional opportunities

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

Converting from full-time employment

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

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

Days Worked

Part time staff are entitled to be rostered off for two days in a seven day period.

Split shifts

Part time staff will work one ordinary time shift on one day. Part time staff will be entitled to overtime if called back to work after completing their usual hours for that day.

Casual Employment

Overview

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

Payment of wages

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

Casual employees shall be paid as follows:

Term	Condition
1	For work done between 7.30 am and 5.30 p.m., Monday to Friday inclusive, an amount equal to 1/38th of the Award Wage, in addition to a loading of 20% of that salary for each hour worked.
2	The appropriate weekly salary will be that determined by the grade into which the casual staff member's job falls.
3	The 20% loading prescribed above is in lieu of annual leave, sick leave and public holidays provisions and to compensate for the nature of casual employment.
4.	For work done during any shift as defined in the clause Shift Work.
5.	In addition to the amounts as defined above, casual employees shall be paid:
	time and a half for work done on Saturdays
	double time for work done on Sundays
	double time and a half for work done on Public Holidays.

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Section F Leave

Overview

Introduction

This clause includes all aspects of leave.

In this section

The following topics are covered in this section:

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



Annual Leave

Intent

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

Entitlement -Shift Workers

Shift workers will be entitled to thirty (30) paid days annual leave which may be taken consecutively with the addition of normal days off.

Entitlement --Day Workers

Day workers will be entitled to four weeks annual leave in accordance with the Annual Holidays Act 1944.

Scheduling Leave

The Association shall fix the time of taking leave so that the leave due will be wholly given in one continuous period within eighteen months after the beginning of the period of service in respect of which leave is due. However, by mutual agreement with management leave may be taken in two or more separate periods. In addition, staff can utilise up to five days of their annual leave as single day leave subject to the agreement of management.

In applying these arrangements, managers and staff should consider the:

- 1. work requirements of the area,
- 2. staff member's health and well being.

Payment

Each employee shall be paid the amount of Total Wage they would have received in respect of ordinary time which they would have worked had they not been on leave during the relevant periods.

Payment may be made in advance; at the same time as if the employee had remained on duty; or in any other agreed way.

Termination of Employment

Any employee who voluntarily leaves or is discharged from their employment shall receive pro rata annual leave for each completed week of service since their last entitlement date or since their employment date, if employed less than 12 months, as the case may be less any annual leave taken.

Leave Loading

A leave loading is payable at the rate of 17.5% of the appropriate Award Wage effective at the time of commencing his or her annual holiday but shall not include allowances, penalty rates, shift allowances, overtime rates or any payments prescribed by this Agreement.

No loading is payable to an employee who takes an annual holiday in advance, provided that if employment continues until the day the employee becomes entitled to an annual holiday the loading beginned payable calculated using the Award Wage payable on that dayrise Agreement

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

Sick Leave

Overview

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

Notification

Employees unable to attend work must advise their immediate manager of their inability to attend work as early as possible and give an estimate of the likely duration of the absence. Such notice shall be given within at least 24 hours of the time that they would normally have commenced work.

Proof of Illness

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

Non payment

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

Circumstances where this may be deemed necessary include:

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

Reinstatement for leave

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

Amount of leave

Full- time employees covered by this Agreement are entitled to

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

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

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

Unused leave

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

Establishing credits

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

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

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Long Service Leave

Overview

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

Amount Of Leave

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

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

Completed 5

Entitled to Pro rata Benefits:

But Less Than 10 Years

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

Completed at Least 10 But Less than 15 Years

(including service as a Junior)

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

Completed at Least 15 Years Service

(including service as a Junior)

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

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



Long Service Leave, Continued

Payment For Period Of Leave

Except on termination, payment shall not be made in lieu of Leave. Leave shall be paid for at the employees ordinary rate of pay.

Ordinary Pay shall not include:

Shift Allowances, Overtime, Penalty Rates or Other Allowances.

Ordinary Pay shall include:

Weekly Average of Over Award Payments, Bonuses, Incentive or other Similar Payments.

System of Payment:

In advance.

At the same time as payment would have been made if the employee had remained on duty.

In any other agreed way.

On Termination:

Payment shall be made in a Lump Sum on cessation of Employment.

On Death:

Upon request of employees personal representative. Payment in this case is made only on production of Probate or Letters of Administration.

Time Of Taking Leave

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

Granting Leave In Advance

An employer may, by agreement with the employee, allow long service leave before the right thereto has accrued due, provided that the period of such leave is not less than one months duration.

Should the employment be subsequently terminated, the employer may deduct ordinary pay for the period of the leave granted in advance from whatever remuneration is then payable to the worker upon termination.

Notice To Take Leave

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

Broken Leave

Leave shall be granted and taken in one continuous region grant Agreem employer and employee so agree, in the following separate periods and not otherwise:

(i) 8 weeks leave in 2 separate periods.

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

Long Service Leave, Continued

Holidays and Annual Leave

The Leave is exclusive of Annual Leave.

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

Casual Entitlements

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

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



Parental and Child Care Leave

Intent

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

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

Child Care Leave

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

Options of leave

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

Option 1 A 2 year continuous period comprising 12 months Parental Leave (maternity, paternity or adoption leave as per current entitlement) in conjunction with an additional 12 months Childcare Leave.

12 Months Parental Leave Up to 12 months Child Care Leave

Maximum 2 years at once

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

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

Maximum 2 years taken in stages

Option 3 12 months Parental Leave (maternity, paternity or adoption feave per current entitlement), with an additional 12 months Childcare I taken at a later time.

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up to 12 6 months up to 6 months CCL months CCL

Maximum 2 years taken in 2 lots

Parental and Child Care Leave, Continued

Untaken leave

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

Conditions

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

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



Parental Leave - Return to own job

Overview

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

Re - commencing employment

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

Casual work during Parental Leave

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

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

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Personal/Carer's Leave

Overview

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

Leave entitlements

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

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

Family members

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

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

Personal/Carer's Leave, Continued

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

Family Sick Leave

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

Term	Condition	
Purpose	• Caring for a family member who is ill and/or taking them to a medical appointment, e.g. doctor, dentist, specialist etc.	
Entitlement	• Full time and part time staff covered by this Agreement receive sick leave as per the current entitlement which can be used for themselves as well as family members.	
	Staff may use as many days as is necessary for family illness, depending on their current entitlement. Staff are encouraged to manage their sick leave entitlement so they have leave remaining for themselves.	
	Days may be taken as full or half days. Sick leave is accumulative up to a maximum of 52 working weeks. Untaken sick leave upon termination or retirement from NRMA is not paid out.	
Notification	Staff should notify their manager as soon as possible of any family sick leave to be taken.	
Proof (if required) • As per current entitlement, up to four single sic per annum may be taken for personal use without producing a medical certificate. A certificate may required for all absences in excess of two consequences.		
	• All sick leave taken to care for a family member, must be supported by satisfactory evidence, Registraticall certificate, doctors referral etc, and The Paison Aspecified on the Sick Leave form. The four single days rule does not apply to leave taken for family members. Registrar	

Personal/Carer's Leave, Continued

Annual Leave

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

Term	Condition	
Purpose	Caring for a family member who is ill.	
Entitlement	Annual leave may be taken in single day periods not exceeding five days in any calendar year.	
Notification	Where possible the staff member should provide their manager with prior notice of the absence, the reason for taking the annual leave and an estimate of the likely duration.	
	Where it is not possible to give prior notice, the staff member will notify their manager as early as possible on the day.	
Proof (if required)	Annual leave used without prior notice for a family member who is ill must be supported by a medical certificate or other satisfactory evidence.	

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

Unpaid leave for family purpose

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



Personal/Carer's Leave, Continued

Time off in lieu of payment for overtime

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

Make-up Time

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

Rostered Days Off

For the purposes of emergency Carer's Leave:

- 1. An employee may elect, with the consent of the employer, to take rostered day off at any time.
- 2. An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 3. Where the employer and employee agree, rostered day off may be accumulated which occur as a result of employees working in accordance with the provisions of this subclause accumulated days may be taken at any time mutually agreed Agreement between the employer and employee.

Bereavement Leave

Bereavement Leave

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

Term	Condition	
Purpose	The death of the employee's husband, wife, father, mother, brother, sister, child, step child, parents in law or grandparents.	
	• For the purpose of this clause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father or mother and step parents.	
Entitlement	A maximum of two days without loss of pay on each occasion, which may be used for the above purpose only.	
	The granting of compassionate leave in the event of the death of other family members or friends is at the Manager's discretion and may be taken as compassionate leave using leave without pay.	
	Such leave may be taken as full or half days and does not accumulate from year to year. Staff entitlement will be updated annually.	
Notification	Where possible, the staff member shall provide their manager with prior notice of the absence, the reasons for taking the leave and an estimate of the likely duration.	
	• Where it is not possible to give prior notice of the absence, the staff member will notify their manager as early as possible on the day of the absence.	
Proof (if required)	All absences of more than one day must be supported by satisfactory evidence.	



Jury Service

Payment

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

Notification

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

Proof

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

Enterprise Agreement

Section G NRMA/ASU Initiatives

Overview

Introduction

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

In this section

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

Topic	See Page
Childcare	51
Self Managed Teams	52
Performance Planning	53
External Study Incentives 55	
Principles of Career Structure 56	
Career Management Process	58
Occupational Health and Safety	59
Consultation and Protection 60	
Telephone Monitoring 61	
Telephone Call Recording 62	
Superannuation 6	



Childcare

Overview

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

childcare places

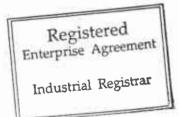
Reservation of Reservation is available through Family Day Care, for staff with a genuine need for child care.

Childcare Referral Service

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

Staff training and childcare commitments

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



Self Managed Teams

Overview

In line with NRMA's strategy to Improve the Way We Work through empowerment of staff, NRMA and the ASU recognise the value of Self Managed Teams (SMT). The parties agree to extend their operation throughout NRMA as agreement to participate is reached between staff and managers within a business unit.

Process

Where business units are considering the implementation of SMT's the following procedure should be utilised by the manager and staff of the business unit:

Step	Action
1	The manager and staff in the business unit are given information by Learning and Development Services about the concepts, objectives and implications of SMT.
2	The manager and staff decide and implement the method by which agreement to adopt SMT's is determined.
3	Key result areas of the unit are identified and the most appropriate team structure is developed.
4	The manager and staff jointly identify individual training needs and agree on an action plan.
5	Unit members agree on the composition of each team.
6	Teams are established and ground rules and operating procedures are agreed upon.
7	The operation of SMT's are reviewed against the objectives set in Step 1.



Performance Planning

Overview

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

Performance Planning Kit

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

Counselling Guidelines

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

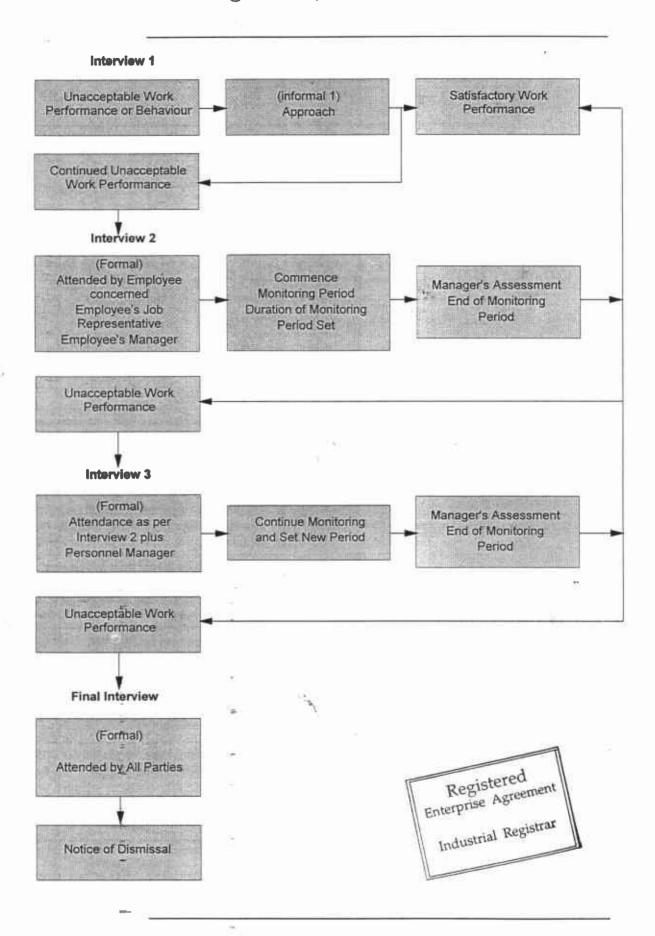
All employees have the right to reply to issues raised in a counselling discussion.

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

ASU Involvement

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

Performance Planning Process, Continued



External Study Incentives

Overview

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

Policy

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

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

Policy Review

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

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



Principles of Career Structure

Overview

The fundamental principle of the career structure is that advancement will be determined on the basis of demonstrated competency in the skills required for each position rather than purely academic qualifications or length of service.

Opportunity

The Association is committed to providing training that will make advancement from one career level to another possible for all Assistance Centre personnel. This commitment is based on the recognition that:

- the frequency of job occurrence limits the employee's opportunity to be exposed to all jobs in a career level;
- the availability of equipment and other personnel to provide training is limited; and,
- workload demands limit training opportunities.

Such limiting factors will not unduly restrict opportunities for an individual to progress through the career levels.

Highest Level Achieved

It is anticipated that the highest level achieved by most Assistance Centre personnel will be Despatch. It is anticipated that a small number will progress to Team Manager.

Tasks Performed

Staff of one career level will perform work tasks of lower career levels as required.

Starting Levels

All new employees will start as a Trainee. However, this may be varied, based on their clearly identified skills and experience.

Termination of Employment

If an employee cannot progress beyond Group 4 level, then he/she will be suitably counselled in relation to their performance and should their performance still be below accepted levels then their services will be terminated.

Progression

Progression between career levels will be determined by demonstrating competency in all core work skills as specified for the higher level.

Before progression, each employee will be assessed by an accredited Competency Assessor. This is likely to be either a Training Officer or Manager.

A career progression for a position of Team Manager or higher must be approved by the Road Service Assistance Centre Manager Industrial Registrar

Principles of Career Structure, Continued

Review of Competency

The work skills for each staff member will be reviewed on a six monthly basis, to assess current and future potential and determine appropriate training and orientation moves.

These twice yearly assessments shall be conducted by employees who hold the position of Team Manager and above who have completed the NRMA Performance Planning course and who are accredited Competency Assessors.

> Registered Enterprise Agreement

Career Management Process

Overview

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

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

Voluntary Process

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

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



Occupational Health and Safety

Overview

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

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

NRMA/ASU Commitment

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

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

Eyesight Testing

The NRMA will provide for eyesight testing of prospective new employees as a prerequisite to employment.

Each employee will receive, a copy of their report.

Registered Enterprise Agreement Industrial Registrar

Consultation and Protection

Policy

Where the Association intends to carry out or has carried out a study as to the feasibility of a major change or intends to implement a major change to the operations such as changes involving:

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

The Association agrees that if any Road Service operation at any site is relocated to another site the Workforce Planning Process (page 17) will apply.

Amenities

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

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

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

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

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



Telephone Monitoring

Policy

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

Process

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

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

Registered Enterprise Agreement

Telephone Call Recording

Intent

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

Project Objectives

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

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



Superannuation

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

The Superannuation Plan is governed by a Trust Deed and is administered as a complying fund that meets the requirements of legislation concerning the provision of superannuation benefits.

As a defined benefits plan, the level of NRMA contributions varies from time to time as determined by the actuary. Regardless of the level of NRMA contributions the Plan will provide a minimum level of benefit for all members to ensure that the Plan complies with the Superannuation Guarantee Charge Act 1992. The current minimum level of benefit provided by the Plan is based on a 6% contribution by NRMA.

Registered
Enterprise Agreement

Section H Implementation and Review

Overview

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

Notifying staff of the changes

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

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

In this section

The following topics are covered in this section:

Topic	See Page
Agreement Display	65
Office Representatives	66
Right of Entry	68
Notice Board	69

Registered Enterprise Agreement Industrial Registrar

Agreement Display

A copy of this Agreement shall be provided to each staff member. A copy of the Human Resources Handbook will be made available at each Assistance Centre for staff to view.

Registered Enterprise Agreement

Office Representatives

Time for Union duties

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

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

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

Trade Union training leave

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

Step	Action	
1.	That each request take into consideration normal working staffing requirements in the employee's work area.	
2.	That the employer or the employer's nominee receives written notification from the Union at least 20 days prior to the commencement of the course and shall include the following details:	
	 the name(s) of employee(s) seeking leave; the period of time for which leave is sought; the title, description and agenda of the course or courses to be attended; and, a copy of the syllabus or curriculum of course or courses to be attended, if available. 	
3.	Where an employee attending a course pursuant to this clause is recalled to the employee's place of work by the employer because of reasons unforeseen at the time of granting the said leave, all tim spent at the course prior to recall shall be reinstated as if such leave was not taken.	
4.	An employee shall not be eligible to attend such courses until six months service has been served with the employer.	
5.	Leave of absence on training leave shall be counted as seedee.	
6.	Employees granted leave shall, if requested within fourteen days of the completion of the course or courses for which leave was strate granted, provide to the employer a report of the course(s) attended and the employee's observations thereon.	
7.	Leave under this clause shall be limited to five days in any one calendar year for each nominee or may be extended at the discretion of the employer.	

Office Representatives, Continued

Consultative Committee

A consultative committee will meet 3 times per year. The committee will comprise 10 representatives as follows:

- representative from each site (Villawood, Gosford, Parramatta and Canberra)
- 1 union official
- 3 Assistance Centre Managers, their manager and an NRMA HR representative.



Right of Entry

Overview

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

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

Registered Enterprise Agreement

Notice Board

Policy

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

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



Section I NRMA/ASU Partnership

NRMA/ASU Partnership

Introduction

This Agreement is between the employer, NRMA Ltd., and the Union, the Australian Services Union (ASU).

Coverage

This Agreement will apply to all existing and future employees engaged in work currently performed both in the Road Service Assistance Centres and by the Helpline operation (subject to any future name changes).

Terms and definitions

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

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

NRMA/ASU Partnership, Continued

Relationship to Parent Award

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

NRMA/ASU Partnership

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

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

Consultation on changes affecting staff

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

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

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

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

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

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

Continue pas herepage
Enterprise Agreement

NRMA/ASU Partnership, Continued

Changes affecting a single business unit

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

It is proposed that this flexibility should extend to individual business units within Road Service.

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

Several factors need to be considered, and may include:

- Customer demands
- New products
- Competitor activity

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

ASU Membership

NRMA recognises the ASU as the relevant Union to cover all staff working in the Road Service Assistance Centres. All such staff are encouraged to be members of the ASU.

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

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

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

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

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

work locations and workforce numbers

· location of ASU members (including those on teave without pay

location and numbers of new recruits (and their roles).

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

Section J Signatories of the Agreement

Michael Want

State Secretary

of Australia

Federated Clerks Union NSW Branch

Peter Steele

Manager Road Service

NRMA Limited

Peter McDonald

Organiser

of Australia

Federated Clerks Union NSW Branch

Elizabeth Shaw

Manager Assistance Centres

NRMA Limited

Robin Parker

Convenor (NRMA)

Australian Services Union

Clerical and Administrative Branch

NSW

Mark McKenzie

Manager Despatch

NRMA Limited

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Enterprise Agreement

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