

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/119

**TITLE: NRMA Limited Vehicle Inspections Enterprise Agreement  
2005-2006**

**I.R.C. NO:** IRC4/7422

**DATE APPROVED/COMMENCEMENT:** 25 January 2005 / 8 January 2005

**TERM:** 17

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/73.

**GAZETTAL REFERENCE:** 27 May 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 25

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to NRMA Limited, AMWU and New South Wales based employees of NRMA Vehicle Inspections located at 9, George Street, North Stratfield, who undertake vehicle inspections and related functions and who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

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

# NRMA LIMITED VEHICLE INSPECTIONS ENTERPRISE AGREEMENT 2005-2006

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### **1. Parties to the Agreement**

The parties to this Agreement are:

- (a) NRMA Limited (NRMA), and
- (b) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU).

### **2. Term of the Agreement**

#### 2.1 Effective Date of the Agreement

This Agreement commences on the date of registration by the New South Wales Industrial Relations Commission and has a nominal expiry date of 8 June 2006.

#### 2.2 Application

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

#### 2.3 Relationship to the Parent Award

This Agreement is read and interpreted in conjunction with the Metal, Engineering and Associated Industries (State) Award (NSW). Where any inconsistency exists between the Award and this Agreement, this Agreement prevails. Where this Agreement is silent on any conditions of employment, the Award applies.

#### 2.4 Preamble and Commitments

Overview

Vehicle Inspections provides a service to the member/customer by providing technical assessments of the mechanical and structural condition of motor vehicles and individual components. The major part of the business consists of providing vehicle condition reports upon which a purchase decision is made.

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 cooperation and support.

#### 2.5 Discussions for a Replacement Agreement

The parties agree to commence negotiations no later than March 2006 to develop a replacement Agreement prior to this Agreement's nominal expiry date.

#### 2.6 Variation of This Agreement and No Extra Claims

The parties to this Agreement agree that no extra claims will be pursued during this Agreement's nominal life, except as part of the discussions specified at clause 4.3, and in relation to matters identified in this Agreement as subject to consultation or further discussion.

### **3. Consultative Arrangements**

#### Commitment to Consultation

NRMA recognises the important role played by elected union representatives and acknowledges that they will be the appropriate bargaining unit on all negotiations that affect Vehicle Inspectors' employment and working conditions.

NRMA, the AMWU and employees are committed to working together to ensure that the NRMA continues to grow and evolve into a successful global and personal services company through a relationship of mutual cooperation with all staff. Each party acknowledges the NRMA's 10 year strategy and will support initiatives aimed at achieving its strategic objectives.

In the event of significant NRMA investment in new technology within the life of this Agreement, NRMA, AMWU and the representatives will undertake consultation where this is likely to lead to any changes that may affect employees. Productivity gains achieved through new technology will be recognised in future enterprise agreement negotiations.

#### Consultative Arrangements

The parties recognise the value of consultation as a fundamental means of communication and decision making. To be effective, consultation must occur between NRMA, AMWU, employees and their representatives. The parties will consult on matters of both specific and general concern to NRMA, employees and AMWU relevant to Vehicle Inspections' operations, including:

- (a) issues associated with the implementation, management and review of this Agreement, and consideration of issues for future Agreements
- (b) work organisation, which would include position descriptions, resourcing, work allocation, inspection times and voluntary trialing of new work arrangements, eg a Sunday work pilot
- (c) supporting reasonable measures to encourage available staffing resources via overtime when required
- (d) training and development, which may include improving job security and work opportunities, and assistance in identifying and developing training opportunities and training plans
- (e) workplace diversity
- (f) organisational change, which may include the introduction and promotion of NRMA products and services
- (g) occupational health and safety
- (h) the introduction of new technology, and
- (i) matters related to productivity, quality and efficiency, which may include performance measures, business planning and business improvement initiatives.

The Consultative Committee will discuss workplace issues in a spirit of cooperation and trust to ensure employees not only receive information on workplace issues that affect them, but also have an opportunity to contribute their views on those major issues. At any time, employees or their union representatives may raise issues directly with managers.

Regular meetings between managers and employees will provide a further avenue for sharing information and providing employees with the opportunity to be involved in workplace issues affecting them.

#### Operation of the Consultative Committee

The Consultative Committee:

- (a) will comprise up to four management, four elected union representatives and a union official
- (b) may invite additional participants to meetings where their attendance may assist the discussion or resolution of business
- (c) will meet at six week intervals, although either party may request additional meetings to discuss urgent business, and
- (d) will have an agenda for each meeting finalised and distributed to members at least a week prior to each meeting. Agenda items are to be supported by at least a brief explanation of the item allow the parties to consider matters beforehand.

To maximise the opportunity to resolve issues at the earliest possible time, it is expected that wherever possible, employees and/or their representatives will raise issues with managers in the normal course of business. It is also expected that where possible, any matters referred to the Consultative Committee will have been discussed between the relevant employees and their manager, or between the representative and the manager.

#### Mass Meetings

Two half day mass meetings will be allowed per calendar year without loss of pay. One meeting may be carried over to the following year if not used.

On occasions, additional meetings may be deemed beneficial by the parties. These occasions would be exceptional and would be considered only when otherwise available mass meetings had been exhausted.

#### Union Representative Training

Union representatives are each entitled to five days paid union training per calendar year. The parties agree that the full complement of union representatives will be eight in total, comprising six in Sydney, and one in Newcastle plus one representative from Canberra although this Canberra based employee is not covered by this Agreement.

#### Union Membership

The union and the representatives recommend that employees be union members. NRMA supports the decision of employees to join the union and will provide opportunities during new employee induction programs for representatives to explain this Agreement and the benefits of union membership. NRMA will deduct union fees from an employee member's wage, where the employee so requests.

### 3.1 Resolving Workplace Issues

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

### 3.2 Grievance Procedure

This procedure will ensure that issues are resolved quickly, fairly and without disruption to business operations. Where an issue 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 in an attempt to resolve the issue.
3	If the matter is not resolved at this point, it will be discussed between the Manager, Field Operations, a union representative, the employee(s) and their immediate manager.
4	If the matter remains unresolved, it may be discussed between a Human Resources Manager, a union representative, an AMWU official, the employee(s) and their immediate manager.
5	There will be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts will be clearly identified and recorded. Sensible time limits will be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised. Emphasis will be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the New South Wales Industrial Relations Commission for assistance in resolving the dispute. While the parties are attempting to resolve the matter through conciliation the parties will continue to work in accordance with this Agreement and the Award unless the employee has a reasonable concern about an imminent risk to his or her health and safety. Subject to relevant provisions of the Occupational Health and Safety Act 2000, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work that is safe and appropriate for the employee to perform.

At any time, employees may choose to be guided or assisted by a union representative or another person. Where they do so, they are to inform their manager of this as soon as possible.

### 3.3 Occupational Health and Safety

NRMA recognises its responsibility to provide and maintain a healthy and safe working environment, including safe systems and places of work, for its employees and for third parties.

The *Occupational Health and Safety Act 2000* places a duty on NRMA to consult with employees to enable the employees to contribute to the making of decisions affecting their health, safety and welfare at work. This Act provides for a number of consultative mechanisms, including OHS Committees, OHS representatives and/or 'other agreed arrangements', as agreed by NRMA and employees, through their representatives. NRMA commits to the implementation and effective support of employee consultation mechanisms as supported by employees.

In the first instance, OHS concerns should be referred to the manager, then as appropriate, referred to the employee consultation mechanism appropriate to the workgroup.

### 3.4 Security of Employee Entitlements

During the life of this Agreement, the parties agree to discuss the preservation of employee entitlements. These discussions will include consideration of the NEST Fund.

## 4. Remuneration System

### 4.1 Minimum Rates of Pay

The minimum rates of full time ordinary pay under this Agreement are:

Grade	Weekly Rate (Term of Agreement)
Grade 1	\$832.12
Grade 2	\$866.49
Grade 3	\$950.69

The parties note that these minimum rates of pay do not necessarily reflect current wages for the stated grades, and that this will be a matter for addressing during the life of this Agreement as part of the review at clause 4.3.

### 4.2 Pay on Commencement

Upon commencement of employment, employees will be paid no less than the rate of pay prescribed in this Agreement for Grade 1.

### 4.3 Review of Gradings

During the life of this Agreement, and as a matter of priority, the parties propose to review the current grading system with a view to both developing a classification system which better suits the changing nature of the business. Any such review will take into account:

- (a) the structural efficiency principle of the Award and the National Metal and Engineering Competency Standards Guide
- (b) Metal and Automotive Industry Standards, and
- (c) other relevant models.

Agreement on an appropriate facilitation process for this review will be developed by the parties through the Vehicle Inspections' Consultative Committee.

### 4.4 Wage Increases

In recognition of the initiatives contained within this Agreement, there will be one guaranteed pay adjustment during the life of this Agreement. The timing of the adjustments will be as follows:

- (a) the pay adjustment - from 8 January 2005 (effective from 15 December 2004), subject to the registration of the Agreement

Increases and adjustments under this sub-clause will be pro rated for employees working less than full time.

#### The Pay Adjustment

- i. The initial pay adjustment is \$43.19 per week. This is equivalent to 4% of the top rate of pay in the Vehicle Inspections' workforce.

### 4.5 Productivity Payment

#### Overview

NRMA recognises that the productivity of our Vehicle Inspections' business is significantly influenced by the efforts of individual employees across a number of aspects, including the quality of work, relationships with our customers and the volume of output.

Incentives to improve productivity are offered to Vehicle Inspectors in recognition that:

- (a) as a mobile workforce, Inspectors exercise a high degree of control in the organisation and management of their working day
- (b) occasions will arise where inspections may be completed in less than the allocated time, and
- (c) time saved during a day may be used to request additional work.

Where employees use these factors to achieve higher levels of productivity, NRMA will reward this by way of payments in addition to ordinary pay. These payments may be either:

- (a) payments to individual Inspectors where these employees work independently at a variety of on site and other locations (this applies to the majority of Inspectors), or
- (b) team based payments where groups of Inspectors work in an auction site. At the commencement of this Agreement, this applies only to Pickles Auctions, but may be expanded to include any future auction house customers.

The allocation to an employee of additional work which may be applied to a productivity payment is at the discretion of the manager and subject to that manager's prior authorisation.

Calculation of the Individual Productivity Payment

To assess employees' individual productivity, NRMA will apply a method to express individual productivity against a Productivity Index. As inspections vary according to factors such as the:

- (a) type of inspection
- (b) location, eg on site, approved dealers, commercial sites, and
- (c) time taken,

and as employees are likely to complete a variety of inspections over a work cycle, the calculation of the Productivity Index takes these factors into consideration and allocates points for each inspection type. These points are as contained in the 'Points for Inspections' schedule in the NRMA Vehicle Inspections' Operations Manual and are used in the following formula for the calculation of the Productivity Index:

$$\text{Productivity Index} = \frac{\text{total points over the four week work cycle}}{(90 \times 20 \text{ days}^*)}$$

(\*note: where a distributed day off is taken during the cycle, the formula must use 19 days)

In this formula, the 'total points over the four week work cycle' is the total of the points for all inspections completed by an employee during that four weeks. As inspections conducted during overtime attract a higher rate of payment than ordinary pay, inspections which are attributable partly or wholly to overtime, and for which overtime is paid, are not eligible for a productivity payment and are therefore not included in the total points.

On days where an employee does not work but ordinary pay still applies, or does not conduct inspections, for reasons such as:

- (a) annual and long service leave
- (b) public holidays
- (c) rostered days off (but not distributed days off)
- (d) workers' compensation

- (e) work related training
- (f) performance reviews
- (g) communications and other approved meetings
- (h) AMWU mass meetings
- (i) union representative training or activities, and
- (j) other approved paid leave

he will be credited with the points which would accrue in a standard day, ie 90 points. This allows the formulas' relative weightings between work and time to be maintained. Points adjustments for part day absences are pro rated based on the duration of the absence. An example of the calculation of the Productivity Index is provided in the NRMA Vehicle Inspections' Operations Manual.

#### Calculation of the Team Productivity Payment

The team productivity payment which applies in Pickles uses the same basic formula as above, with some variations to account for there being more than one employee.

$$\text{Productivity Index} = \frac{\text{total team points over the four week work cycle}}{(90 \times 20 \text{ days} \times \text{no. of team members})}$$

#### Overtime and the Productivity Payment

An employee is not entitled to receive both the productivity payment and overtime where he exceeds his rostered working hours for any one day. That employee will be paid on the basis of what is more financially beneficial, ie:

- (a) that work will be counted towards the calculation of his productivity index for that work cycle, or
- (b) additional time worked will be paid as overtime.

NRMA is available to provide assistance to each Inspector to calculate when it would be more beneficial to claim either overtime or the productivity payment.

#### Payment of Productivity Payments

An employee is eligible for a one-off productivity payment where either that individual or his team, over the course of the four week work cycle, has a completed inspection rate exceeding '1' on the Productivity Index. Where an employee has undertaken both individual and team work in the same work cycle, the productivity calculation will take both into account.

The minimum amounts of productivity payment to apply are as shown in Column 3 of Schedule B. Productivity payments for each four week work cycle will be paid as lump sum payments in the first available pay following the end of that cycle, and are income for taxation purposes. The payments are not part of ordinary pay for any purpose, eg leave or severance payments.

#### Performance and the Productivity Payment

In the event a manager assesses the performance of an Inspector as not meeting the required standard, in terms of the quality of inspections, customer service, or other specific work related matters, the manager may remove access to this productivity payment system for that employee until the performance matter is properly addressed and rectified. This will not disqualify that employee from any productivity payment already earned for the previous completed or partially completed work cycle.

## Monitoring and Review

Customer service, quality of inspections and the health and safety of our workforce are critical elements for the success of Vehicle Inspections. NRMA will closely monitor the implementation and ongoing operation of the productivity payment scheme to ensure these factors are not compromised. NRMA will consult with the Consultative Committee on these monitoring arrangements and outcomes.

NRMA, in consultation with the Consultative Committee, will also monitor and review the operation of both the individual and team productivity schemes in terms of their fairness and equity, and their impact on the business of Vehicle Inspections. The review process will consider the ongoing appropriateness of the existing systems and possible alternate schemes, which may include a group scheme.

### 4.6 Vehicles

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

NRMA offers a tool-of-trade vehicle for carrying out on site inspections. Both vans and sedans are considered to be tool-of-trade vehicles. Vans are FBT exempt, so cannot be used for private use. Sedans cannot be FBT exempt, and therefore are available for private use.

Employees employed before January 1990, or who are currently allocated a packaged vehicle, may retain a vehicle type consistent with the current Toyota Corolla/Nissan Pulsar model. The NRMA retains the right to 'badge' the vehicle in a manner which is legal and as it considers appropriate.

### 4.7 Superannuation

Employees agree to become members of the NRMA Superannuation Plan. This Plan is governed by a Trust Deed and is administered as a complying fund that meets the requirements of the legislation concerning the provision of superannuation benefits. NRMA will advise AMWU regarding any changes to benefits provided by the Plan.

### 4.8 Payment of Wages

Payment of wages is made by Electronic Funds Transfer (EFT) to a financial institution account nominated by the employee. NRMA may consider the introduction of fortnightly pay for efficiency reasons. The parties agree to discuss during the life of the Agreement, any changes proposed to payment arrangements.

### 4.9 Allowances

#### Valuations' Allowance

In recognition that valuations may require some additional work in the preparation and despatch of the final report, an allowance of \$11.36 in addition to ordinary pay will be paid for each valuation completed. This allowance will be calculated monthly and paid in the first available pay following the end of each calendar month.

#### Meal Allowance

An overtime meal allowance of \$10 will be paid where employees are required to work:

- (a) more than four continuous hours when that work is not connected to ordinary time, eg on a non-rostered Saturday or on an alternate day off
- (b) eight or more hours, excluding any rest breaks, when that work is not connected to ordinary time, in which case two meal allowances of \$10 each will be payable, or

- (c) more than 90 minutes either before or after an employee's nominated ordinary working time for that day.

#### Tool Allowance

Where an employee carries the necessary tools or equipment to enable Road Service Patrol capability, and is available for Patrol work, a tool allowance of \$11.60 per week (or such other amount as prescribed by the Parent Award) will be payable.

#### 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 employee's home. NRMA agrees to fax information to employees between the hours of 7:00am and 8:00 pm.

Employees receive reimbursement through EFT for the use of the fax machine for line rental and outgoing call costs. Employees are required to submit outgoing transmission reports and proof of line rental costs to receive this reimbursement. Reimbursements would generally be expected to be processed within one month of submission.

In addition, employees will receive a payment of \$2.00 per fax for any inspection report faxed from their home to a customer. This does not apply to the first five faxes sent in any one week. Payment will be made on the basis of transmission reports provided to NRMA at the time of claims for reimbursement of line rental and outgoing call costs.

#### Home Office Allowance

Recognising the requirement for employees to maintain a fax machine in their home and other work related training and technical material, an annual allowance of \$260 will be payable as a lump sum in June each year. This allowance may be reviewed by NRMA in consultation with the parties in the event of any significant change to the circumstances associated with payment of this allowance.

#### Temporary Manager's Allowance

If an employee is required to act in the position of manager or area support officer for three or more consecutive days, an additional payment of \$25 per week above their ordinary pay will apply.

#### Toll Payment

Road toll fees incurred as a necessary work expense will be reimbursed upon presentation of the tax invoice (receipt).

## **5. Work Organisation**

### 5.1 Overview

For the NRMA to be considered as the first choice provider of vehicle inspections, the delivery of quality products and services that suit customer needs is paramount. Customer focus, continuous improvement and our employees are essential elements in achieving the desired results.

### 5.2 Commitment to Flexibility

#### Flexibility Factors

The parties agree that flexibility in the work place is provided by:

- (a) utilising individual skills
- (b) working to individual capacity

- (c) providing a quality product and service to meet business needs
- (d) commitment to flexible work practices and procedures
- (e) working flexible hours as required
- (f) implementing an extended product range, and
- (g) working reasonable overtime as required.

Employees agree to:

- (a) carry out such duties that are within the limits of their skill, competence and training and also consistent with the classification structure of this Agreement, provided this is not designed to promote de-skilling
- (b) carry out such duties and use such tools and equipment as may be required provided they have been properly trained in the use of such tools and equipment
- (c) take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to them
- (d) ensure safe driving and working practices
- (e) work to their individual capacity and not be inhibited by set job times or pre-determined numbers of jobs per day, and
- (f) recognise and respond to customer requirements in the conduct, timing and reporting of inspections in a manner which will enhance the reputation of NRMA Vehicle Inspections.

### 5.3 Valuing Workplace Diversity

The parties acknowledge the diversity of NRMA's workforce and that of the Australian community, and agree to work together to ensure a harmonious work environment which values diversity and which is free from harassment and discrimination.

### 5.4 Employee Distribution and Work Allocation

The parties recognise the need to ensure staffing levels across the Vehicle Inspections' network meet customer demand and business needs. The determination of the required number of employees in any location is the responsibility of the manager concerned who will consult with employees in determining appropriate factors, including:

- (a) maximising productivity (including working more than five jobs per day)
- (b) customer demand
- (c) employees' home locations
- (d) impact on business expenditure
- (e) other related indicators, eg projected employee turnover, and
- (f) customer satisfaction indicators.

Such factors may be used to determine the best balance between selling, service, cost and productivity.

NRMA will attempt to minimise the requirement for employees to travel unnecessary distances, and will take into consideration the employee's home location, and where advised by the employee, any proposed changes to their home location.

## 5.5 Short Term Employee Movements

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

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

Reasonable notice will be given of any requirement to transfer to another area.

## 5.6 Travelling Time

It is recognised that travelling time between jobs, particularly in large or traffic congested areas, may account for a significant part of the working day. As members of a mobile workforce, NRMA places a strong reliance on employees to effectively manage their working day by organising inspections' appointments to minimise time spent travelling to, from and between jobs.

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

### Travel To and From Home

If at the start or end of the working day, employees are 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 their normal work region.

### Travel Between Jobs

If travel between two jobs during the day is agreed between the employee and their manager to be excessive, the employee agrees that this should not normally result in a dropped job. Any extra time incurred on that day which is beyond the employee's agreed roster will be eligible for overtime payment at the appropriate overtime rate.

Managers must be notified of this travel time requirement to enable authorisation and payment. For the purpose of this clause, 'excessive' travel time between jobs would generally relate to the need to split a roster between non-adjoining areas or between the extremities of adjoining areas.

## 5.7 Employee Responsibilities

### Booking Confirmations

Quality customer service includes providing our customers with as much notice as possible of the approximate time of the inspection. This not only allows them to better plan their day, but also alerts NRMA to situations where inspections may no longer be required.

For private customers, ie other than approved dealers, auction sites or other commercial customers, these are the levels of service employees are expected to provide:

- (a) contact the first customer of the day no later than the evening beforehand to confirm that the booking is still active and to advise of the expected arrival time

- (b) prior to 9:30am on the day of the scheduled inspection (which may include the evening beforehand), contact each subsequent customer for that day to advise the expected arrival time within a two hour window (or less where possible), and
- (c) where there is a significant variation in the day, eg due to a cancellation or wet weather, the customer is to be advised as soon as possible.

In addition to enhancing customer service, these requirements are intended to reduce the volume of customer calls to the NRMA Call Centre. It is recognised that it will not always be possible to accurately predict the arrival time at any one inspection, or to successfully contact customers. Employees are required to use their best endeavours to meet these requirements. Suggested scripting for the calls to customers is contained in the NRMA Vehicle Inspections' Operations Manual.

For the purpose of booking confirmations, 'customer' means the person in possession of the vehicle to be inspected.

#### Booking Cancellations

Inspection cancellations create unproductive work time and work organisation problems. NRMA will advise employees promptly of any inspection cancellations notified directly to NRMA. Any cancellations employees receive are to be advised to Allocations staff immediately to arrange another inspection in its place.

#### Reports to Customers

Employees are responsible for the delivery of the completed inspection report to the customer in a time and manner as per the customer's request, provided this is consistent with what NRMA offers. If the nature of any other requests is considered to be unreasonable, or may mean difficulties or delays in such delivery, advice is to be sought from the manager or Allocations staff.

#### Payments for Inspections

NRMA will maximise the number of customers who pre-pay for their inspections. Before commencing an inspection, employees are to check that payment has been made or that arrangements have been made for payment. Allocations staff and Inspectors will work cooperatively to achieve this.

If the booking slip shows that payment has not been made, Inspectors are to check with bookings or Allocations staff whether payment has since been made. If payment has not been made, the inspection should not be started without authorisation from the manager or Allocations staff.

### 5.8 Issue and Use of NRMA Equipment

#### Clothing

Vehicle Inspections is part of a professional organisation which requires employees during working hours to demonstrate a high level of performance, professional conduct and business-like appearance especially when in contact with customers and whilst driving an NRMA vehicle. It is a condition of employment that employees maintain an appropriate driver's licence and wear NRMA provided clothing, and are dressed in a neat and tidy fashion.

NRMA provided clothing will consist of

- |                                 |                                |
|---------------------------------|--------------------------------|
| two pairs of long trousers      | one plastic raincoat           |
| two pairs of shorts             | two dust coats                 |
| five shirts (long/short sleeve) | one pair of sunglasses         |
| three pairs of long socks       | one large brim hat             |
| one pair of safety shoes        | one lay down mat               |
| one wind jacket                 | one sun screen (15+ or higher) |
| one jumper or vest              |                                |

These clothing and non-clothing items will be replaced on an as needs basis.

#### Motor Vehicles

NRMA vehicles are available under the following arrangements:

- (a) to carry out inspections between inspection centres and on site, according to customer demand, and
- (b) employees suitably qualified may be required to work on site as needed and will be provided with a vehicle suitable for the task.

#### Servicing Vehicles

It is a condition of employment that employees service and provide routine maintenance for their allocated NRMA tool-of-trade vehicle (sedans). This work is included as part of normal duties and is to be carried out as required. Servicing and maintenance work will be additional to prescribed inspection duties and may be carried out at a location outside NRMA premises and outside normal business hours. The definition of routine servicing/maintenance for the purpose of this clause is:

- (a) engine oil and filter change at prescribed intervals
- (b) engine tune up
- (c) brake reline (disc pads and brake linings), and
- (d) exhaust replacement (bolt on systems).

### **6. Hours of Work**

#### 6.1 The Work Cycle and Ordinary Hours of Work

The work cycle within Vehicle Inspections is twenty working days over each four calendar weeks. Ordinary hours of work consist of 142.5 hours over the four week cycle for full time employees. Due to the flexibility of the roster options, the hours per day may be averaged over this cycle. An example of a nominal day is 8:00am to 4:00pm, including a 30 minute unpaid meal break.

For the purpose of this clause, the four week cycle commences on the first Monday occurring after the registration of this Agreement.

The pattern of hours by which employees meet the hours of duty as specified in this clause is a matter for agreement with their manager. However, employees are not expected to work:

- (a) more than nine hours ordinary time on any day, or
- (b) more than five consecutive hours without a meal break of at least 30 minutes.

#### 6.2 Hours of Work

The working arrangements of this Agreement have been designed to provide roster options to employees. Employees have the option, subject to the following clauses, to work either 19 or 18 days in the four week cycle as follows:

- (a) 19 days - provided via one rostered day off per cycle (refer clause 6.3), or
- (b) 18 days - provided via one rostered day off per cycle, plus one distributed day off (refer clause 6.4).

The roster options chosen or varied by employees from time to time are to be managed in consultation with, and are subject to approval by, the employee's manager. The manager will not deny an employee the

opportunity to choose his preferred roster model provided that model is within the terms of this Agreement. As much as possible, the preferences of the employee will be met.

Rosters will normally be agreed between the employee and his manager at least six months in advance, although flexibility for changes is expected where these may be arranged in such a way as to not conflict with business requirements.

### 6.3 Rostered Day Off (Accrued Time)

Employees are entitled to one rostered day off (RDO) in each four week cycle, subject to a maximum of 12 RDO's in any one calendar year. If an employee is requested to work on an RDO, an alternate day off may be taken at another time.

### 6.4 Distributed Day Off (Averaged Time)

In any work cycle, an employee may elect to average his hours to provide for one day off during that cycle. In practical terms, this will involve the employee making himself available for five additional standard allocations (or their agreed equivalent) on days worked in that cycle.

Employees are entitled to one distributed day off (DDO) in each four week cycle, subject to a maximum of 12 DDO's in any one calendar year. DDO's are not available at sites where the hours of operation are beyond the direct control of NRMA, eg Pickles Auctions.

### 6.5 Spans of Hours

#### On Site Locations

The span of hours within which employees may work ordinary hours on any day is from 7:00am to 7:00pm with a minimum unpaid meal break of 30 minutes. For work undertaken at each end of this span, employees are responsible for assessment that adequate daylight or artificial light exists for the duration of the inspection.

#### Inspection Centre Locations

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. Refer to Schedule A for the definition of Inspection Centre. These will be within the span of 7:00am to 7:00pm, within which the ordinary pattern of hours will be worked. Several factors need to be considered, and may include:

- (a) customer requirements
- (b) competitor operating hours, and
- (c) impact on employees.

### 6.6 Saturday Work

Managers, in consultation with employees and an assessment of business need in a particular area, will coordinate the Saturday roster. Employees will be rostered to work one Saturday as ordinary time each five weeks. This excludes Easter Saturday, and the following public holidays where these occur on a Saturday and are so gazetted:

- (a) New Year's Day
- (b) Australia Day (when gazetted as a public holiday)
- (c) Anzac Day
- (d) Christmas Day, and

(e) Boxing Day.

On these occasions, the rostered Saturday worked will be moved forwards or backwards by one week.

When employees are rostered to work on a Saturday, an alternate day off on the following Thursday or Friday will be provided for in the roster. Employees may choose to accumulate up to four alternate days off which, subject to business needs, may then be taken consecutively, and which may be combined with other time off such as annual leave, or a rostered or distributed day off. Alternate days off are to be taken within four months of the date they became due. Alternate days off may not be taken on weekends.

Where employees wish to take a rostered Saturday off, it will be their responsibility, in consultation with their manager, to arrange a change to the roster for that day with another employee. In this case the replacement employee will be paid as working a rostered Saturday. A meal allowance does not apply to rostered Saturday work.

Employees based in regional areas, or who are resident Inspectors at Pickles or a similar static site, will be consulted on the development of a roster to best meet business requirements.

Payment for Saturday Work

For work performed on a rostered Saturday as part of your ordinary hours, a loading of 50% of your ordinary pay will apply for that day. Employees who volunteer to work overtime on a Saturday, ie non-rostered duty, will receive payment at the Saturday overtime rate.

6.7 Sunday Work

A Sunday work pilot will be commenced during the life of this Agreement to allow adequate opportunity for assessment of the level of customer demand for, and the business viability of, Sunday work. The Consultative Committee will address issues associated with the trial prior to its implementation.

Staffing arrangements for the pilot will be managed on a voluntary overtime basis. The arrangements for the pilot are attached to this Agreement as Schedule C.

6.8 Overtime

To allow for managing situations where an inspection has been cancelled at short notice, ie on the same day, the latest time that an on site inspection will be allocated by NRMA for the same day is one hour prior to what would otherwise have been the employee's expected finishing time. An inspection may be allocated after this time with the employee's agreement on that day.

Managers may request employees to work a reasonable amount of overtime to meet service requirements, although this would be expected to occur infrequently. NRMA undertakes to give employees as much notice as possible of any requirement to work hours in addition to those nominated for their roster. All overtime, including that which is continuous with ordinary time, must have the prior approval of the relevant manager.

Employees unable to work overtime on any particular day agree to advise Allocations staff of this before 10:00am on that day. Employees agree to work for up to 30 minutes at the end of any working day when this is necessary to complete their day's work.

Overtime Rates

Overtime will be payable for all authorised hours worked:	The overtime rate payable is:
on a non-rostered Saturday or Sunday	double time (x2), with a minimum payment period of four hours

on an alternate day off, a rostered day off, or a distributed day off	time and a half (x1½) for the first two hours, and double time (x2) thereafter, with a minimum payment period of four hours
on a public holiday	double time and a half (x2½, which includes normal pay), with a minimum payment period of four hours
in excess of 7.5 hours in any one ordinary day	time and a half (x1½) for the first two hours, then double time (x2)
in excess of nine hours in any day where hours have been averaged to allow a day off (refer clause 6.4)	time and a half (x1½) for the first two hours, then double time (x2)
in excess of 142.5 hours during the four week cycle, excluding those hours for which overtime is already payable	time and a half (x1½)

#### Calculation of Overtime Payments

The hourly rate for the calculation of overtime is ordinary pay divided by 35.

### 7. Employment Arrangements

#### 7.1 Overview

NRMA is committed to the permanent full time employment of employees and agree that this is the preferred and principal form of employment. This Agreement is framed around permanent full time employment. Where terms and conditions may vary for part time or fixed term employment categories, this is stated.

#### 7.2 Employment Categories

Within Vehicle Inspections, the employment categories will include:

- (a) permanent full time
- (b) permanent part time, and
- (c) fixed term employment, which may be either full time or part time.

#### 7.3 Probation

New employees, not employed on a fixed term basis, will be required to undergo a period of six months probation during which time it will be determined whether their employment is to be confirmed. Six months is considered to be a reasonable probationary period taking into consideration the training required, and the variety of inspection types and locations.

During the probationary period, NRMA will provide induction, training and support to develop proficiency as a Vehicle Inspector. The NRMA's Performance and Development Program, tailored for the probationary and training focus of this initial stage of employment, will be the basis for assessing whether employment should be confirmed.

In the event of termination and where the total period of employment has been for a period of less than one year, the employee will be entitled to a one week period of notice, or payment in lieu of this notice.

The development and progress of probationary employees will be monitored by the Consultative Committee. In any matters related to their probation, including discussions concerning their performance, employees may choose to be guided or assisted by another person, or by AMWU. Where they do so, they are to inform their manager of this as soon as possible.

## 7.4 Part Time Employment

Within NRMA, part time employment will be available to assist in meeting both customer demand and employee lifestyle requirements. Employees are part time if their regular hours of work over the four week cycle are less than 142.5 hours and they are approved to be a part time employee on an ongoing basis, or for a fixed period which is subject to review.

### Payment

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.

### Conditions

Part time employees may be required to:

- (a) share a vehicle
- (b) collect a vehicle from a nominated starting point, and/or
- (c) start and finish work from a nominated point.

### Hours

The manager and the employee will agree in writing, the number of hours normally to be worked, the days of work and daily starting and finishing times. Any changes will require a minimum of seven days notice.

The terms of the part time agreement or any variation to it will be in writing and retained by the NRMA. Employees will be given a copy of the agreement and any variations made.

The ordinary hours per shift will not exceed the ordinary hours of an equivalent full time employee. Each shift will be no less than four hours in duration.

### Call Out

Payment is at the ordinary rate of pay for a call out with a minimum payment of four hours.

### Overtime

On occasions, employees may be required to work in excess of their normal pattern of hours. The requirement to do so should occur on an irregular basis only.

Ordinary time is paid for additional hours worked up to 7.5 hours per day, after which overtime will be paid at the rate of time and a half for the first two hours, then double time. For weekend and public holiday overtime, the rate of payment will be as per clause 6.9.

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

### 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 will be transferred by NRMA to part time employment, without their consent.

#### Leave Entitlements

A part time employee is entitled to payment 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.

#### 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 in consideration of their normal part time pattern of hours. On occasion, however, it may be necessary to attend such training and other sessions outside their normal pattern of hours.

### 7.5 Fixed Term Employment

NRMA will use fixed term employment only in exceptional circumstances where it is appropriate to meet business needs and/or where the availability of permanent employment cannot be reasonably and reliably assured. Any such engagements will be for a specified period or a specific task. NRMA will provide the necessary induction, training and support during this employment to develop proficiency as a Vehicle Inspector.

NRMA will advise the Vehicle Inspections' Consultative Committee and the union prior to the use of fixed term employment. This advice will include details of the circumstances which have given rise to the need for fixed term employment.

The maximum period of any fixed term engagement is 12 months, and an employee will not be engaged for more than two consecutive fixed terms. Permanent employment may be offered at any time during a period of fixed term employment. If a fixed term employee is offered permanent employment, probation will not apply if the total period of satisfactory employment has been at least six months.

If there is a need to recruit permanent employees, priority consideration will be given to any current fixed term employees. Standard recruitment and assessment procedures will apply in these situations.

## 8. Leave

### 8.1 Annual Leave

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.

#### Entitlement

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

#### Scheduling Leave

Applications for annual leave should be submitted to the appropriate manager by 30 June of each year. Employees are asked to plan 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 exceeds 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:

- (a) work requirements of the area
- (b) number of employees available
- (c) employees' health and well being, and
- (d) amount of accrued leave in excess of four weeks.

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

#### Annual Leave Accrual

NRMA cannot allow annual leave to accrue in excess of eight weeks without leave being scheduled to be taken within the next 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 months notice.

#### Payment and Leave Loading

Annual leave payments are paid on the pay day prior to the last working day and are not included with normal pay. Deductions will be made as normal. Employees receive an annual leave loading of 17.5% of the ordinary pay, for a period of four weeks.

### 8.2 Sick Leave

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.

Employees are entitled to the following amount of sick leave:

- (a) 1st year of service - eight days
- (b) 2nd year of service - ten days
- (c) 3rd and subsequent years of service - twelve days.

For an employee engaged for a period of less than one year, these entitlements are pro rated.

Unused sick leave is cumulative 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 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 consecutive days.

### 8.3 Carer's/Family Leave

Vehicle Inspections is committed to assisting employees with difficulties encountered in dealing with family emergencies and illness. Carer's/family leave entitlements are as per the Parent Award. Employees may utilise available sick leave entitlements to care for family members who are ill. When this leave is used, employees are required to establish either by production of a medical certificate or statutory declaration, the illness of the person concerned, and that the illness is such as to require care by another person. In normal circumstances, carer's leave may not be taken where another person has taken leave to care for the same person.

#### 8.4 Bereavement Leave

Employees can receive two days compassionate leave in the event of the death in Australia of their husband, wife, father, mother, brother, sister, child, mother-in-law or father-in-law. This is a minimum provision and employees may be granted more leave, if needed, at the manager's discretion. The granting of compassionate leave in the event of other family members or friends not mentioned above, is at the managers' discretion and may be taken as compassionate leave using an RDO or leave without pay.

#### 8.5 Picnic Days and Non-national Holidays

To ensure that Vehicle Inspections is able to meet customer demand adequately on the picnic day or non-national public holidays, employees may be requested to work on the day. This will be to accommodate business needs.

##### Rate of payment

In addition to normal pay for the employees' ordinary working hours, employees required to work on such days will be, paid at the rate of time and one half for the hours worked. Alternatively, at the employee's election, payment will be made at the rate of ordinary pay plus 50% loading plus one day off in lieu to be paid at single time.

##### Time off in lieu

Time off in lieu is to be scheduled by agreement within six months of the day or may be added to annual leave. If not taken within this period, payment will be made to the employee at single time.

#### 8.6 Long Service Leave

Employees are covered by the provisions of the *NSW Long Service Leave Act 1955* and are entitled to:

- (a) two months of paid leave after ten years continuous service with NRMA, and
- (b) one month of paid leave for each additional five years continuous service with NRMA.

#### 8.7 External Study Assistance

NRMA is committed to increasing the value and productivity of its workforce. To help facilitate this, details of NRMA's current internal and external development programs are available on the NRMA intranet site and from the Learning Centre.

### **9. Workforce Planning Arrangements**

#### 9.1 Overview

In accordance with the Introduction of Change and Discussions before Redundancy provisions of the Metal, Engineering and Associated Industries (State) Award (NSW), NRMA has undertaken to provide a minimum of three months' notice of intention to implement a retrenchment program. At that time the parties to this Agreement agree will discuss the method of identifying employees to be offered redundancy.

#### 9.2 Provisions

Where redundancies occur, employees will be offered no less than the following provisions and entitlements:

- (a) eight weeks' notice or payment in lieu of notice
- (b) three weeks' pay for each year of service capped at 75 weeks

- (c) pro-rata long service leave for Inspectors with five or more years of continuous service, and
- (d) all accrued annual leave.

### 10. Signatories to the Agreement

Signed for and on behalf of The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union

Paul Bastian  
State Secretary

EXECUTED as an Agreement.

EXECUTED by National Roads and Motorists' Association Limited by the party's attorneys pursuant to power of attorney dated 12 March 2002 who states that no notice of revocation of the power of attorney has been received and that they have not ceased to hold office with or to be an employee of National Roads and Motorists' Association Limited or a subsidiary of National Roads and Motorists' Association Limited in the presence of:

.....  
Attorney

.....  
Attorney

.....  
Witness

## SCHEDULE A

### DEFINITIONS

Agreement	means the NRMA Limited Vehicle Inspections' Enterprise Agreement 2005-2006
Allocations Staff	means the NRMA administration staff responsible organising rosters and inspections' allocations
AMWU	means the Australian Manufacturing Workers' Union (registered as the Automotive, Food, Metals and Engineering, Printing and Kindred Industries Union)
Award	means the Metal, Engineering and Associated Industries (State) Award (NSW)
employee	means a Vehicle Inspector, an employee of NRMA whose principal work is to conduct vehicle inspections
family	means a person who is related by blood, by adoption, by fostering or by marriage (including a bona fide de facto relationship without discrimination as to sexual preference) and a child, adopted child or foster child of a person to whom the employee is so married
Inspection Centre	means premises where Inspectors are rostered to attend for the purpose of carrying out vehicle inspections or valuations. These include: a) NRMA's Chatswood and Liverpool branches b) depots in outlying areas, eg Katoomba and Nowra, and c) sites of commercial customers.
Manager	means the positions of Manager Sydney Area North, Manager Sydney Area South, and Vehicle Inspection Managers for the Newcastle and Wollongong. There is also a position of Manager for the ACT although ACT employees are not covered by this Agreement.
meets expectations	means your work performance meets expectations - you have met all agreed outcomes (as defined in the NRMA Performance and Development Program)

needs improvement	means your work performance needs improvement - you have met most agreed outcomes, however performance against one or two may have been lower than expectations. You would benefit from additional experience, coaching, training or development opportunities (as defined in the NRMA Performance and Development Program)
NRMA	means NRMA Limited
on site	means an inspection location other than an NRMA Inspection Centre
ordinary pay	means the basic weekly pay rate and does not include overtime, penalty payments or loadings, productivity payments, or any other payments or allowances
union	means the Australian Manufacturing Workers' Union (registered as the Automotive, Food, Metals and Engineering, Printing and Kindred Industries Union)
union representative	means eight employees elected to represent Vehicle Inspectors
unsatisfactory	means your work performance is unsatisfactory - you have not met the majority of agreed outcomes. You and your manager discuss and agree development strategies and actions to achieve agreed outcomes (as defined in the NRMA Performance and Development Program)
work region	means the localities defined within Vehicle Inspections as Metro North, Metro South, Wollongong, Central Coast and Newcastle. The ACT is also a locality within Vehicle Inspection, but not for the purpose of this Agreement.
work area	means the subdivision of each work region as determined within Vehicle Inspections

## **SCHEDULE B**

### **RATES OF PRODUCTIVITY PAYMENT**

COLUMN 1 Points on Productivity Index over the four week work cycle	COLUMN 2 Equivalent to no. of extra standard inspections over the four week work cycle	COLUMN 3 Productivity Payment per employee (\$)
1.01	1	40.00
1.02	2	80.00
1.03	3	135.00
1.04	4	190.00
1.05	5	245.00
1.06	6	300.00
1.07	7	355.00
1.08	8	410.00
1.09	9	465.00
1.1	10	520.00
1.11	11	575.00
1.12	12	630.00
1.13	13	685.00
1.14	14	740.00
1.15	15	795.00
1.16	16	850.00
1.17	17	905.00
1.18	18	960.00
1.19	19	1015.00
1.2	20	1070.00

## **SCHEDULE C**

### **SUNDAY WORK PILOT**

## Objective

In relation to Sunday vehicle inspections, to assess:

- the extent of customer demand for Sunday inspections, including the types of inspections
- the extent to which this demand is generally unable to be met on other days, including Saturdays
- the commercial viability of Sunday inspections

## Commencement

some lead time is required prior to commencement to allow for the development and finalisation of marketing, advertising and pricing arrangements, and for the development of a Sunday roster

Vehicle Inspections' Consultative Committee to be advised of proposed pricing arrangements

## Duration

18 months from commencement

## Participation

all participation is voluntary, on an overtime basis

participants are required to make themselves available for participation over a minimum six month period

employees not participating in the pilot may advise their manager they are available for Sunday work on an overtime basis. Such overtime will be subject to the availability of work. Employees who are participating in the pilot will be given preference for Sunday overtime

## Rostering

employees are to state the number of Sundays they are available for work over their participation period

rosters will be arranged for the participation period in consultation with managers

as much as possible, rosters will be arranged to provide a consistent level of staffing for each Sunday

## Work Patterns

an employee may not work on consecutive Sundays

no more than six consecutive days may be worked

## Payment

payment will be made at double time, and meal allowance is payable

## Review

periodic reviews at minimum intervals of six months will be conducted to assess progress against pilot objectives

reviews will explicitly provide for Vehicle Inspections' Consultative Committee input on issues relevant to employees' participation in the pilot

NRMA reserves the right to terminate the pilot for business reasons such as insufficient demand, or evidence of a lack of commercial viability. The Consultative Committee will be advised of any such decision.