

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA 97/59

I.R.C. NO: 97/626

DATE APPROVED/COMMENCEMENT: 27 March 1997 and operate from 1st pay on or after 27 March 1997

TERM: 2 years

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

TITLE: AAT King's Botany Drivers Enterprise Agreement

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Drivers under the Transport Industry-Tourist and Service Coach Drivers (State) Award, located at 21-23 Daphney Street Botany.

PARTIES: AAT King's Tours Pty Ltd and Angelo Losapio, Mario Alfonso, Wayne Ellis, Peter Roberts, Brent Sturgeon, Robert Waddington, Carl Feilberg, David Montague, Paul Christie, Stuart Thomas, Uwe Bothe, Greg Pollard.

**AAT KING'S BOTANY DRIVERS
ENTERPRISE AGREEMENT**

AAT KING'S BOTANY DRIVERS ENTERPRISE AGREEMENT

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2. Title of Agreement

This agreement shall be known as the AAT King's Botany Drivers Enterprise Agreement.

3. Application of Agreement

This agreement shall apply to:

- (i) AAT King's Tours Pty Limited located at 21-23 Daphney Street, Botany New South Wales.
- (ii) Employees employed by AAT King's Tours Pty Limited who are engaged as drivers under the Transport Industry Tourist and Service Coach Drivers (State) Award 1996, at the address specified in (i) above.

4. Relationship to Parent Awards

- (i) It has been determined by the parties to this agreement that it shall be read and construed in conjunction with the Transport Industry Tourist and Service Coach Drivers (State) Award 1996.
- (ii) Where there is any inconsistency between the Award and this Agreement, this Agreement shall prevail to the extent of the inconsistency.

5. Term of Agreement

This Agreement shall come into operation from the 1st full pay period commencing after the date of ratification and shall remain in force for a term of 2 years.

6. Hours of Work

- (i) The ordinary hours of employment for drivers shall be 38 hours per week, to be worked over 4 or 5 days of the week. Additional hours of employment may be required to be worked during any week.
- (ii) The hours of work for drivers shall be subject to a roster system. The company may notify drivers of a change in their rostered shift at any time up to the evening prior to the shift, otherwise by mutual agreement.
- (iii) Subject to the New South Wales Passenger Transport Act 1990, there shall be no minimum or maximum number of hours that may be worked in a day.
- (iv) There is no spread of hours applicable to a day and drivers may start or finish work at any time.
- (v) The Enterprise Bargaining Committee has agreed on a pre-determined value in hours for each tour operated by the Company from its Botany Depot. Schedule 1 to this Agreement lists those hours.

- (vi) A driver conducting any of these tours shall be paid the set number of hours listed for that tour in Schedule 1. The hours payable will only vary from those listed in the Schedule were there is a significant difference between the actual hours worked and the hours listed in the Schedule. Where drivers on extended tour are required to perform duties outside those normally associated with the tour and which result in them working in excess of the hours normally paid for on a given day of that tour then such employee shall be entitled to payment for those additional hours.
- (vii) For extended tours the total hours listed for the tour in Schedule 1 shall be averaged out over each day of that tour for payment purposes.
- (viii) The Enterprise Bargaining Committee has agreed that the hours listed in Schedule 1 will be reviewed within 6 months of the date of commencement of this Agreement.
- (ix) Drivers shall not rush tours or drop offs in order to finish early.

7. Minimum Start

- (i) Where a driver attends work for rostered duties of at least 4 hours duration and those rostered duties are subsequently cancelled, the driver shall be entitled to a minimum payment of 4 hours. Such a driver may be required to undertake other duties in lieu of those cancelled.
- (ii) The minimum payment for cancelled rostered duties of less than 4 hours duration shall be the rostered amount of hours for those duties.
- (iii) Where the cancellation of rostered duties will result in a driver not receiving 38 hours paid work in a given week, the minimum payment prescribed by this clause may be increased to ensure that the driver does receive a minimum of 38 hours paid work.

8. Removal of Paid Rostered Days Off and Paid Days Off

- (i) It is agreed that paid rostered days off have been abolished. Drivers will be paid for their actual hours of work each week, as per the Schedule.
- (ii) It is agreed that paid days off have been abolished. Drivers will be paid the set hours per extended tour, as per the Schedule.

9. Rates of Pay

Drivers shall be paid a flat hourly rate of \$18 per hour for all hours worked, which shall also be the rate for the purposes of leave. This rate will be adjusted to account for CPI 12 months after the date of commencement of this Agreement.

10. Allowances

No allowances shall be payable in addition to the flat hourly rate specified, with the exception of meal allowance which shall be payable in accordance with the Award.

11. Other Duties

Drivers may be required to participate in promotional activities and safe and legal workshop duties. Drivers may also be required to temporarily transfer to other company depots for relief purposes. Such assignments shall be arranged by mutual agreement, however, where mutual agreement cannot be reached, the company shall choose at its discretion.

12. Superannuation

Superannuation contributions shall be paid in accordance with the Superannuation Guarantee legislation.

13. Calculation of Annual Leave and Public Holidays

- (i) For the purpose of calculating annual leave and public holidays, a day shall constitute 7.6 ordinary hours.
- (ii) Annual leave loading shall not be payable to employees party to this agreement.

14. Enterprise Bargaining Committee

The Enterprise Bargaining Committee, comprising the Driver's Works Committee and the three management representatives, shall be maintained for the duration of this Agreement as a co-operative forum for reviewing the progress of this Agreement and for addressing workplace issues.

15. Dispute Settlement Procedure

In the event of a dispute, the dispute settlement procedure in the award shall be followed.

16. No Extra Claims

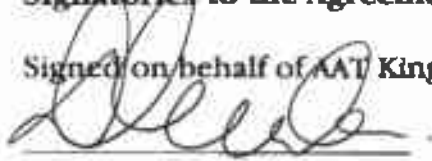
There shall be no further claims for wage increases or improvements in conditions of employment during the term of this agreement.

17. Duress

This Agreement has not been entered into under duress by any of the parties.

18. Signatories to the Agreement

Signed on behalf of AAT King's Tours Pty Limited



Date 20/3/97.

Signed by employees of AAT King's Tours Pty Limited covered by this Agreement:

Angelo Losapio _____ Date _____
Signature

Mario Alfonso  Date 16-3-97
Signature

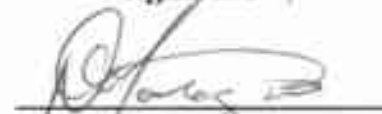
Wayne Ellis  Date 16-3-97
Signature

Peter Roberts  Date 17-3-97
Signature

Brent Sturgeon  Date 17.3.97
Signature

Robert Waddington _____ Date _____
Signature

Carl Fellberg  Date 17.3.97
Signature

David Montague  Date 17-3-97
Signature

Paul Christie *P. Christie* Date 15.3.97.
Signature

Stuart Thomas *S. Thomas* Date 17.3.97
Signature

Uwe Bothe *Uwe Bothe* Date 16.3.97
Signature

Greg Pollard _____ Date _____
Signature

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SCHEDULE 1

HOURS TO BE PAID PER TOUR

The following list provides the number of hours a driver is to be paid when conducting any of the listed tours, as outlined in Clause 6 of the Agreement.

<u>TOUR</u>	<u>HOURS TO BE PAID</u>
NMD	168.50
NDM	166.75
EQG	197.25
ESZS	129.25
QSC/CS	264.75
Jenolan Caves	13.75
Katoomba	11.25
Sights	10.50
Canberra	14.50
Hunter Valley	13.50
Koalas/PM Sights	10.50
Hawkesbury River	10.50
Koalas	7.00