

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/73

TITLE: **AAT Kings Coach Company NSW Drivers Enterprise Agreement 2005**

I.R.C. NO: IRC5/5231

DATE APPROVED/COMMENCEMENT: 8 November 2005 / 8 November 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/154.

GAZETTAL REFERENCE: 3 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by AAT Kings Coach Company Pty Ltd., located at 21-23 Daphne Street, Botany NSW 2021, who are engaged as Drivers (as defined in clause 6 of the Agreement) from the NSW Depot, who fall within Transport Industry - Tourist and Service Coach Drivers (State) Award.

PARTIES: AAT Kings Tours Pty Ltd, Paul Christopher Patman -&- Warwick Geoffrey Allen, Alexander Leslie Bartusz, Thomas Bartusz, Scott Michael Campbell, Troy Campbell, Mark Dorrington, Danny Paul Feneck, Christopher Paul Ferris, John Attilio Frizzo, Thomas William Hancock, Martin Ernesto Hasenoehrl, Anthony Christopher Horan, Matthew Joseph Kierce, Daryl Guy Mitchell, Aaron Matthew Reed, Peter Jeffrey Roberts, Mark Adrian Schultz, Andrew David Taylor, Paul Cameron Young

AAT KINGS NSW DRIVERS ENTERPRISE AGREEMENT 2005

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PART 1 PRELIMINARY

1. Title

This Agreement shall be known as the AAT Kings Coach Company NSW Drivers Enterprise Agreement 2005.

2. Application of Agreement

This Agreement shall apply to:

- (i) AAT Kings Coach Company Pty Ltd (hereinafter referred to as the 'Company'), located at 21-23 Daphne Street, Botany, New South Wales.
- (ii) All employees who are engaged by the Company as Drivers Jas that term is defined in Clause 6 (a) of this Agreement) from the NSW depot from time to time.

3. Relationship to Award

The Terms and Conditions of employment contained in this Agreement prevail over, and apply to the exclusion of the Transport Industry Tourist and Service Coach Drivers (State) Award, and any other Award which may apply to the Company in future.

4. Aim of Agreement

It is the objective of the parties to this Agreement to implement workplace practices so as to provide for more flexible working arrangements, which improve the efficiency and productivity of the Company, enhance skills and job satisfaction of the employees and to assist positively in ensuring that the company becomes a more efficient enterprise.

5. Term of Agreement

This Agreement shall come into effect from the first full pay period

commencing on or after the date of certification and shall remain in force for a period of three years.

PART 2 TERMS AND CONDITIONS OF EMPLOYMENT

6. (a) Definitions

"Driver" shall be defined as an employee engaged to operate coaches or other vehicles, including driving, detailing, cleaning of vehicles and loading of luggage. Furthermore, that employee shall be required to perform/ possess basic mechanical knowledge and skills as required and have the ability to conduct, communicate or facilitate commentary of the local region when required. The term "driver" may be interchanged with "driver/guide".

6. Engagement

Employees under this agreement will be engaged as Full time, Part Time, Casual or Seasonal employees. At the time of starting employment, or of reemployment, the employees' status will be agreed.

All full-time, and part-time employees will serve a period of probation not less than 3 months in duration. For clarity, an employee may change status of employment, by agreeing with the Company.

(i). Full time Employees

A Full-time employee is an employee engaged to work at least 38 hours per week in each week worked.

(ii). Part Time Employees

A part-time employee is employed on specified minimum weekly hours (which are less than 38 hours per week) and shall be entitled to all leave benefits on a pro-rata basis.

(iii). Casual Employees

A casual employee is employed on an hourly basis and does not accrue any leave entitlements.

(iv). Seasonal Employees

A Seasonal employee is an employee engaged to perform work for a defined period of time, after which their employment will cease with the company.

A Seasonal employee shall:

- (a) Accrue annual leave and sick leave equivalent to that of permanent staff for the duration of continuous employment as a Seasonal employee.

- (b) At the end of the duration specified by written contract of employment, cease employment.
- (c) Have the opportunity by mutual agreement to extend or renew the period of any future Seasonal employment.

7. Grievance and Dispute Resolution Procedure

Any disputes/grievances arising through the course of employment shall be resolved in accordance with the following procedures:

- (i) an employee must first raise the matter with their immediate manager. That manager may be located at the Depot, or elsewhere;
 - (ii) if not immediately able to be resolved, the matter should be raised at the first opportunity with the National Manager;if the matter is still not resolved, the matter shall be referred to the Human Resources Manager;
- (iv) throughout this process the parties agree to work as normal, without interruption, and without any decrease in the customary standard of service. No party shall be prejudiced as to the final settlement by continuance of work.

PART 3 HOURS OF WORK

8. Hours of Work

The ordinary hours of employment for full-time employees shall be a minimum of 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 employees shall be subject to a weekly roster system. The Company may notify employees of a change in their rostered shift at any time up to the evening prior to the shift, or otherwise by mutual agreement. In notifying any such changes, the Company will endeavor to give the maximum possible notice.
- (iii) Subject to the NSW Passenger Transport Act 1990 and the Companies fatigue management policy there shall be no minimum or maximum number of hours that may be worked in a day.
- (iv) Subject to the NSW Passenger Transport Act 1990 and the Companies fatigue management policy, there shall be no spread of hours applicable to a day and employee's may start or finish work at any time.
- (v) The Enterprise Bargaining Committee have agreed on a pre-determined number of hours to be paid for each tour operated by the Company from New South Wales, as listed in Clause 11 (iii).
 - (vi) For extended tours the total hours calculated for the tour shall be averaged out over each day of that tour for payment purposes.
 - (vii) Tours or drop offs will not be rushed in order to finish early.

9. Minimum Start

Subject to Clause 9 (ii) where an employee attends work for rostered duties of at least 4 hours duration and these rostered duties are subsequently cancelled, the employee shall receive a minimum payment of 4 hours, or the rostered number of hours, whichever is the lesser. In such cases the employee may be required to undertake suitable alternate duties in lieu of those cancelled, or may elect to take leave without pay for the remainder of the day.

- (ii) Where cancellation of rostered duties results in a employee (other than a casual or part time employee) not receiving 38 hours paid work per week, the minimum payment prescribed by this Clause shall be increased to ensure that the employee receives 38 paid hours per week.

10. **Rostered Days Off**

- (i) There shall be no rostered days off or paid days off payable.
- (ii) Employees will be paid for their actual hours of work each week, as contained in Clause 11 (i) and 11 (iii).

PART 4 RATES OF PAY AND ALLOWANCES

11. Wages

- (i) Full time, Part Time & Seasonal Employees

Full time, Part time and Seasonal employees shall be paid \$21.00 per hour for all work performed and for the calculation of all leave entitlements, and public holidays, from the first full pay period on or after the date of certification of this agreement.

- (ii) Rate Increases

From the first pay period on or after the first anniversary of this Agreement, the hourly rate for Full Time, Part Time and Seasonal employees shall be those listed in Clause 11 (i), by adding 3 % to those rates.

- (iii) Tour Work

Tour Work is work on a pre-determined tour itinerary which the Company offers. The Company and its employees have agreed on a pre-determined value in hours for each tour operated by the Company, at the hourly rate specified in Clause 11 (i).

The rates payable for work carried out under this Agreement are contained in the following schedule, except where extenuating circumstances require additional hours on tour.

TOUR CODE	HOURS PAID PER DAY
ESZS	10.20
USAC	10.35
QCHS	9
CSDS	11.25
GSZM/T	10
GGDM	10.35
TLLL	9.92
FLLL	9.56
USCM	10.35
GPDC	10.35
WPPD/WDPP/UPPD	10
WEMP	10
NSD	10.20
ECCSA	10
ECSCA	10
OCIS	10
QSC	10
HUNTER VALLEY	13.00
HALF DAY SIGHTS	7
JENOLAN CAVES	12.75
KATOOMBA	12.00
SIGHTS	10.75
CANBERRA	14.50
DOLPHINS	13
POSITIONING	10

(iv) Casuals

Casual Employees shall be paid \$19.00 per hour for all hours worked plus a 20% Casual loading.

12. Allowances

Allowances of any form shall not be payable in addition to the flat hourly rate specified, with the exception of meal allowance which shall be payable at the rates of \$8.00 for breakfast and lunch and \$16.00 for dinner, where meals are not provided.

13. Other Duties

Employees are from time to time required to participate in promotional activities and other safe and lawful duties. Employees may also be required to temporarily transfer to other Company depots. Where such requirements arise, arrangements will be made by mutual agreement, following consultation with the employee. Where mutual agreement cannot be reached, the Company shall allocate employees to undertake required tours.

14. Superannuation

The Company will contribute the statutory amount as defined by the Superannuation Guarantee (Administration) Act 1992 or prevailing legislation, to the current company nominated superannuation fund.

PART 5 LEAVE

15. Leave and Public Holidays

For the purpose of calculating annual leave and public holidays for full time and seasonal employees, a day shall constitute 7.6 ordinary hours and a week 38 ordinary hours. For part time employees annual leave and public holidays shall be calculated on a pro-rata basis.

- (ii) After each 12 months of continuous service, full-time or part-time and seasonal employees shall be given a period of 4 weeks annual leave, paid at the ordinary rate of pay as set in Clause 11 (i).
- (iii) Upon written request, a full time employee may accrue one (1) additional week of annual leave per annum. Employees who request this additional accrual of one week's annual leave shall have 38 hours of work divided by 52 deducted from their weekly pay to fund the extra accrual. The deduction and accrual of annual leave will commence from the date the request is received by the company.
 - (iv) Full-time employees shall be paid either 7.6 hours, or the hours worked, whichever is the greater on all public holidays falling on weekdays (Monday to Friday) as well as Easter Saturday.
 - (v) Annual leave loading shall not be payable.
 - (vi) The timing of an employees annual leave may be:
 - i. By mutual agreement.
 - ii. Where the Company cannot agree with an employee, the Company may direct that the employee take annual leave.
- (vii) Where the nature of the Company's business has a seasonal component, employees may be required to take annual leave during the quiet season at the direction of the Company. Where employees have insufficient annual leave entitlements for this period of leave, then leave without pay shall be granted for the remainder of the absence.

16. Enterprise Bargaining Committee

The Enterprise Bargaining Committee, comprising the Employee's representative and Management representatives, shall be maintained for the duration of this Agreement as a

cooperative forum for reviewing the progress of this Agreement and for addressing any workplace issues.

17. No extra claims

It is a term of this Agreement that the employees will not pursue any extra claims, for the duration of this Agreement.

18. Duress

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

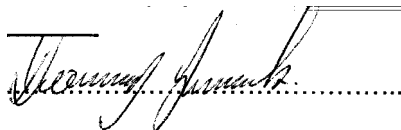
19. Signatories to the Agreement

Signed on behalf of **AAT** Kings coach company Pt Ltd:

.....
LES COX - MANAGING DIRECTOR

DATE

Signed by employees of AAT Kings Coach Company Pty Ltd covered by this Agreement

.....

DATE