

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/49

TITLE: AAT Kings Botany Drivers Enterprise Agreement 1999

I.R.C. NO: 99/2852
DATE APPROVED/COMMENCEMENT: 29 June 1999
TERM: 2 years
NEW AGREEMENT OR VARIATION: New/Replaces 97/59
GAZETTAL REFERENCE: 17 March 2000
DATE TERMINATED:
NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies to all employed employed by AAT Kings Tours Pty Ltd who are engaged as Drivers under the Transport Industry Tourist and Service Coach Drivers (State) Award 1996 located at 21-23 Daphne Street, Botany, New South Wales

PARTIES: AAT Kings Tours Pty Ltd -&- Mario Alfonso, Andrew Blair, Andrew Bowen, Noel Campbell, Paul Christie, Wayne Ellis, Martin Hasenoehrl, Angelo Losapio, David Montague, Peter Roberts, Aaron Tesoriero, Stuart Thomas, Robert Waddington



FILED
OFFICE OF THE INDUSTRIAL
REGISTRAR
7 JUN 1999
SIGNED _____

AAT KINGS BOTANY DRIVERS

ENTERPRISE AGREEMENT

1999

Registered
Enterprise Agreement
Industrial Registrar

AAT KINGS BOTANY DRIVERS ENTERPRISE AGREEMENT

1. Arrangement

1. Arrangement
2. Title of Agreement
3. Application of Agreement
4. Relationship to Parent Award
5. Term of Agreement
6. Hours of Work
7. Minimum Start
8. Removal of Paid Rostered Days Off and Paid Days Off
9. Rates of Pay
10. Allowances
11. Other Duties
12. Superannuation
13. Calculation of Annual Leave and Public Holidays
14. Enterprise Bargaining Committee
15. Dispute Settlement Procedure
16. No Extra Claims
17. Duress
18. Signatories to the Agreement

2. Title of Agreement

This Agreement shall be known as the AAT Kings Botany Drivers Enterprise Agreement (1999).



3. Application of Agreement

This Agreement shall apply to:

- (i) AAT Kings Tours Pty Ltd located at 21-23 Daphne Street, Botany, New South Wales
- (ii) Employees employed by AAT Kings Tours Pty Ltd 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 Award

- (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 first full pay period commencing on or after the date of ratification and shall remain in force for a period of two years.

6. Hours of Work

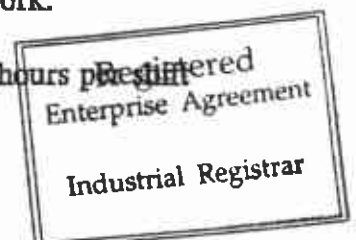
- (i) The ordinary hours of employment for full-time Drivers shall be 38 hours per week, to be worked over 4 or 5 days of the week. Additional hours of employment may be required to be worked during any week.
- (ii) The hours of work for Drivers shall be subject to a weekly roster system. The Company 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. In notifying any such changes the Company will endeavour to give the maximum possible notice.
- (iii) Subject to the NSW Passenger Transport Act 1990, 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, 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 it's 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 where 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 at the rate specified in Clause 9.
- (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 (other than a casual 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.
- (iv) Casual Drivers shall receive a minimum payment of 4 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

- (i) Full-time and part-time Drivers shall be paid a flat hourly rate of \$18.55 per hour for all hours worked, which shall also be the rate for the purposes of leave. This rate will be adjusted 12 months after the date of commencement of this Agreement, to the greater of either:
 - \$19.10 per hour, or
 - \$18.55 per hour adjusted by the latest national CPI figure at that time
- (ii) Casual Drivers shall be paid a flat hourly rate of \$18.00 per hour for all hours worked plus a 15% loading. A one twelfth annual holidays entitlement shall also be paid for the first 7.6 hours of work on any day, to a maximum of 38 hours per week.

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.
- (iii) Full-time employees are entitled to a minimum of 7.6 hours pay for all public holidays falling on the weekdays of Monday to Friday, as well as Easter Saturday.

14. Enterprise Bargaining Committee

The Enterprise Bargaining Committee, comprising the Driver's representatives and the 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 workplace issues.

15. Dispute Settlement Procedure

In the event of a dispute, the dispute settlement procedures 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 Kings Tours Pty Ltd:

[Signature]
DALLAS NEWTON - MANAGING DIRECTOR

27/5/99
DATE

Signed by employees of AAT Kings Tours Pty Ltd covered by this Agreement:

[Signature]
MARIO ALFONSO

26.5.99
DATE

ANDREW BLAIR

DATE

[Signature]
ANDREW BOWEN

22.4.99
DATE

[Signature]
NOEL CAMPBELL

26.5.99
DATE

PAUL CHRISTIE

DATE

[Signature]
WAYNE ELLIS

26.5.99
DATE

MARTIN HASENOEHL

DATE

[Signature]
ANGELA LOSAPIO

26.5.99
DATE

[Signature]
DAVID MONTAGUE

26.5.99
DATE

[Signature]
PETER ROBERTS

26.5.99
DATE

AARON TESORIERO

DATE

[Signature]
STUART THOMAS

26.5.99
DATE

[Signature]
ROBERT WADDINGTON

26.5.99
DATE

