

ENTERPRISE AGREEMENT

NO: E.A. 253 /1994

DATE REGISTERED: 27-7-94

PRICE: \$ 10-00

## OXLEY COMMUNITY TRANSPORT SERVICE ENTERPRISE AGREEMENT

### 1. PARTIES TO THE AGREEMENT

An enterprise agreement, made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of sections 115 - 142 of the said Act, entered into between Oxley Community Transport Service Inc. working out of the Tamworth Community Centre, Darling Street, TAMWORTH NSW 2340 of the one part and their employees with the following occupations/trades: Co-ordinator, Service Administrator and Motor Bus Driver of the other part.

It is agreed by the parties as follows:

### 2. TITLE OF AGREEMENT

This agreement shall be known as the Oxley Community Transport Service Enterprise Agreement.

### 3. DURESS

This agreement was not entered into under duress by any party to it.

### 4. INCIDENCE

The agreement shall regulate partially the terms and conditions of employment previously regulated for the Co-ordinator and Service Administrator by the Social and Community Services Employees (State) Award and for the Motor Bus Driver by the Transport Industry - Motor Bus Drivers and Conductors (State) Award.

Except as provided by this Agreement, the conditions of employment of employees to whom this Agreement applies shall be those contained in the relevant award. Where there is inconsistency between this Agreement and the Award, this Agreement prevails, provided that where Clause 20. Sick Leave of the Transport Industry - Motor Bus Drivers and Conductors (State) Award prescribes provision for sick leave an employee shall be entitled to receive a minimum of one week on full pay for each year of service in accordance with section 122(1)1. of the Industrial Relations Act 1991.

### 5. CONDITIONS

#### a) OVERTIME

Overtime shall be taken as time off in lieu, for the hours worked. Any time in lieu hours accrued on termination shall be paid out at the employees ordinary hourly rate of pay.

Overtime worked up to 4 hours per week can be performed but must be ratified at the next meeting of the management committee.

Overtime over 4 hours per week must have the permission of one member of the executive prior to performance.

No employee can be directed to work overtime.

#### b) LONG SERVICE LEAVE

Employees shall be entitled to pro rata Long Service Leave after the completion of 5 years service with all other conditions of the Long Service Leave Act 1955 applying.

*H. Richardson*

*Williams*

*July*

*Ready*

c) REDUNDANCY

In the event of HACC funding being cut or ceasing the scale of severance payments under the Employment Protection Act shall apply.

d) PERMANENT PART- TIME EMPLOYEES (motor bus driver only)

Employees may be engaged on a permanent basis to work regular hours and regular days less then 38 per week. Entitlements are to be in accordance with the provisions of the award or this agreement and shall apply pro rata.

The weekly hours for such an employee shall be determined by agreement between the employer and employee and may be varied by mutual consent. The terms of the agreement or any variation must be committed to writing and retained by the employer.

e) UNIFORMS (motor bus driver only)

Two new uniforms plus one pair of safety shoes shall be provided annually.

6. TERM

This agreement shall operate from the date of registration and shall remain in force for a period of two years unless varied or terminated earlier by the provisions provided by the Act.

Signed for and on behalf of Oxley Community Transport Service Inc.

Signature *[Handwritten Signature]*

Printed Name and Occupation *READING, PHILIP EDWARDS*

Common Seal of Company (if applicable)



Witness *[Handwritten Signature]*

Date *13.5.94*

Signed by employees

Signature

Printed Name and Occupation

*[Handwritten Signatures: Baymonds, Spinks]*

*HELEN EDMONDS, CO-ORDINATOR.*

*LANCIE NEVILLE BUS DRIVER*

*H. Reckmann*

*HELEN RECKMANN ADMINISTRATOR*

Witness

Date

*[Handwritten Signature]*

*13.5.94*