

ENTERPRISE AGREEMENT

NO: E.A. 285 /1994

DATE REGISTERED: 10-8-94

PRICE: \$ 10-00



HEAD OFFICE: 24-28 STEPHENS ROAD, QUEANBEYAN, N.S.W. 2620 AUSTRALIA
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1. PARTIES TO THE AGREEMENT

This Enterprise Agreement (E.A.) is made pursuant to the provisions of Chapter 2 of Part 3 of Division 2 - Enterprise Agreements, of the Industrial Relations Act 1991. The E.A. shall have an effective operative date of1994 and shall be binding on Lever Coach Lines Pty Ltd, New South Wales (The Company) OF 24-28 Stephens Road, Queanbeyan, The Transport Workers Union of Australia (NSW Branch) (The Union) and the employees of the company at Stephens Road, Queanbeyan New South Wales in the occupation of Tourist Vehicle Operator (Driver).

2. TITLE OF AGREEMENT

This Enterprise Agreement shall be known as the Lever Coach Lines Queanbeyan Agreement (Lever Coach Lines/Queanbeyan E.A.)

3. DURESS

The parties to this Enterprise Agreement state that this agreement was not entered into under any duress from any party.

4. EMPLOYMENT CONDITIONS

(i) With the exception of Clause 4(ii) of this Enterprise Agreement the general terms and conditions of the Transport Industry, Tourist and Service Coach Drivers (State) Award shall apply to all employees party to this agreement.

(ii) Wages applicable to extended tours (that is a tour that extends beyond one calendar day and requires driver accommodation) shall be paid at the rate of ordinary time for eight (8) hours and two (2) hours at time and a half Monday to Friday, ten (10) hours at time and a half on Saturdays, ten (10) hours at double time on Sundays, irrespective of number of hours on duty, whether it be more or less than the 10 hours.

5. GRIEVANCE AND DISPUTE PROCEDURE..

(i) subject to the Industrial Relations Act 1991, any dispute or grievance shall be dealt with in the following manner:

(a) In the event of an industrial dispute, the representative of the Union on the job and the Transport Supervisor shall attempt to resolve the matters in issue in the first place.

Don Clark
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(b) In the event of failure to resolve the dispute at the job level, the matter shall be subject of discussions between the organiser of the Union and the Transport Manager.

(c) Should the dispute still remain unsolved, the Secretary of the Union or his representative will confer with senior management.

(d) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Commission of New South Wales for resolution.

(ii) All work shall continue normally while these negotiations are taking place.

6. ANNUAL LEAVE

The provisions of New South Wales Annual Holidays Act, 1944 as amended shall apply to the employees party to this E.A.

7. SICK LEAVE

Sick leave shall be provided by Clause 25 of the Tourist and Service Coach Drivers (State) Award.

8. HEALTH AND SAFETY

All parties to this Agreement are committed to the safe operation of all plant and equipment on site, to safe working practices and to the health, safety and welfare of all employees.

9. DECLARATION.

This Enterprise Agreement has been negotiated through extensive consultation between management, union and employees. The content of the agreement has been canvassed with all parties. All parties are entering this agreement with full knowledge as to the content and effect of the document.


The parties declare that this agreement:-

- a) Is not contrary to public interest
- b) Is not unfair, harsh or unconscionable
- c) Reflects the interest and desires of the parties.

10. DURATION.

The duration of this agreement will be twelve (12) months from the date of registration of the agreement, with the provision to commence new negotiations no later than one (1) month prior to the end of its term.

Signed for and on behalf of


Don Chab TWU

Lever Coach Lines Pty. Ltd
New South Wales

Don Lever
.....

D. LEVER MANAGING DIRECTOR

Before

[Signature]
.....

Date

witness
8.6.94
.....

Signed for and on behalf of
Transport Workers Union of
Australia, New South Wales Branch

D Elab
~~*[Signature]*~~
.....

Before

Date

8.6.94
.....

Don Lever
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