

**ENTERPRISE AGREEMENT**

**NO: E.A.** 29 /1994

**DATE REGISTERED:** 2-2-94

**PRICE:** \$ 20.00



## 1. ARRANGEMENT

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## **PART I - PURPOSE**

### **2. TITLE OF AGREEMENT**

- 2.1 This agreement shall be known as the Peninsula Bus Lines Minibus Enterprise Agreement.
- 2.2 This agreement shall be fixed and maintained in a conspicuous place at the premises to which the agreement applies so as to be easily read by all employees. If any employee cannot understand the language in which the agreement is written, sufficient accurate (but simply expressed) summaries of the agreement will also be fixed and maintained for each of the employees to be able to read in a language which he or she understands.

### **3. DEFINITIONS**

For the purpose of this agreement the following definitions shall be adopted.

- 3.1 "Agreement" shall mean the enterprise agreement to which this document refers;
- 3.2 "Employee" shall mean any person who works under the direction of the employer and receives payment in terms of this agreement;
- 3.3 "Employer" shall mean the body directing the employees in this agreement being the company known as Dalisle Pty Limited as Trustee for the Peninsula Trust trading as Peninsula Bus Lines and its appointed delegates.
- 3.4 "Enterprise" shall mean the minibus operation of Dalisle Pty Limited at the depot at 64 Pacific Highway Ourimbah.
- 3.5 "The Act" shall mean the Industrial Relations Act of New South Wales, 1991.
- 3.6 "The Award" shall mean the Transport Industry - Motor Bus Drivers and Conductors (State) Award;
- 3.7 "Minibus" shall refer to a public passenger vehicle with a seating capacity of 33 passengers or less;
- 3.8 "Minibus Driver" shall refer to an employee employed as a permanent employee subsequent to the ratification of this agreement for the purpose of driving Minibuses as defined in 3.7 above.

**4. INTENTION**

4.1 The purpose of this agreement is to:

- (a) Partially regulate the terms and conditions of employment of employees;
- (b) Improve organisational effectiveness, productivity and efficiency; and to
- (c) Develop a workforce that is competent, committed and flexible.

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

**5. DATE AND PERIOD OF OPERATION**

This agreement shall operate from the date of registration and shall remain in force for a period of 36 months unless varied or terminated earlier by the provisions contained in the Act.

**6. SCOPE OF THE AGREEMENT**

This agreement shall apply to all employees of the employer engaged to drive minibuses with a capacity of 33 seats or less at the following location only: the depot of Dalisle Pty Limited at 64 Pacific Highway Ourimbah.

This agreement is made between Dalisle Pty Limited and the Works Committee of the Ourimbah Depot of Peninsula Bus Lines.

The following clauses as per the Motor Bus Drivers and Conductors (State) Award shall apply:

<u>Clause No.</u>	<u>Subject</u>
5	Payment of Wages
19	Union's Picnic Day
20	Sick Leave
21	Bereavement Leave
22	Annual Leave
23	Long Service Leave
24	Union Delegate
25	Union Notice Board
26	Disputes Procedure
27	Right of Entry
29	Permissible Funds
30	Contributions
31	Uniforms
32	Limitation of Driving Hours
33	Defective Vehicles
34	Drivers' Duties
35	Terms of Employment
36	Training of Employees

(Reference to Clause 20, Sick Leave, of the Award is not meant to reduce the entitlement below the one week minimum allowed under Section 122 of the Industrial Relations Act (1991).



## PART II - TERMS OF EMPLOYMENT AND REMUNERATION

### 7. WAGES

The wage rates contained in this clause are total weekly rates of pay, inclusive of the basic wage for adults.

Total Wage  
Per Week

Weekly employees - ..... \$481.10

### 8. CASUAL EMPLOYEES

Casual employees shall be paid at an hourly rate of one thirty eighth of the weekly rate, plus 15%.

### 9. PERMANENT PART-TIME EMPLOYEES

There shall be no permanent part-time employees under this Agreement.

### 10. HOURS OF EMPLOYMENT

- 10.1 The ordinary hours of work, exclusive of meal times, shall be 38 hours per week, Monday to Sunday, inclusive.
- 10.2 Hours worked in excess of those prescribed in 10.1 shall be paid at the appropriate overtime rate.
- 10.3 Ordinary hours shall be worked within a working week not exceeding 7 consecutive days.
- 10.4 The ordinary weekly hours shall be worked in not less than 4 days and not more than 5 days each week with a minimum shift of 4 hours and a maximum shift of 12 hours per day.
- 10.5 An employee called on to work any portion of an additional shift shall be paid additional hours as overtime.
- 10.6 No broken shift shall be rostered to exceed a spread of thirteen hours inclusive of meal breaks.
- 10.7 No broken shifts shall be rostered on Saturdays, Sundays or Public Holidays.
- 10.8 The break between the two sections of a broken shift shall be at least 2 hours and only one such break shall be permitted on any shift. Any other periods off duty during a broken shift shall be counted and paid for as time worked.

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- 10.9 An employee shall have a break of not less than 10 hours following the completion of a shift and the commencement of the next regular starting time.
- 10.10 Fixing Times:
- (a) The employer shall fix the starting and finishing time of each employee for each shift and also shall show all work to be performed during the shift and shall post rosters showing such times in a prominent place in the depot, but when once fixed, the start and finish time shall not be altered unless either at least three days' notice (in the case of basic route rosters) or one days' notice (in all other cases) has been posted in a prominent place in the depot for the employees to see, or by mutual agreement with the employee concerned.
  - (b) Employees shall be allowed reasonable time to perform such duties as are required before taking a bus from the recognised home depot, and or return to the home depot.
- 10.11 Work on Saturdays or Sundays shall be limited to three such days in any four week period, two of which must be consecutive.
- 10.12 There shall be flexibility in fixing the Hours of Employment to assist with efficient rostering. This flexibility shall be a permitted variation of up to 39 minutes in regard to Clause 10.6 and 12 minutes in regard to Clause 10.8.

## **11. MEAL AND CRIB TIMES**

- 11.1 No employee shall be required to work or be on duty continuously for more than five hours without a meal or crib break.
- 11.2 A meal break shall be not less than thirty minutes.
- 11.3 A meal break shall be not more than sixty minutes.
- 11.4 A crib break shall be not less than twenty minutes and not more than thirty minutes and shall be counted as time worked.
- 11.5 No duties shall be performed by an employee during his meal or crib break.
- 11.6 Where an employee is required to take a meal or crib break away from his depot, the meal break shall to be taken at a location where there are suitable, clean toilet facilities and where the employee can purchase refreshments. Where these facilities are not available an allowance of \$1.35 per shift shall be paid.

- 11.7 No employee shall take a meal break unless he previously has worked for at least two hours. No employee shall have an unpaid meal break unless he is paid for two hours work after the completion of the meal break.
- 11.8 Where an employee is required to work for two hours or more after the usual finishing time, he shall be paid a meal allowance of \$5.60.
- 11.9 There shall be flexibility in fixing Meal and Crib Times to assist with efficient rostering. This flexibility shall be a permitted variation of up to:
- 15 minutes in regard to Clause 11.1
  - 3 minutes in regard to Clause 11.2
  - 6 minutes in regard to Clause 11.3
  - 2 minutes in regard to Clause 11.4
  - 12 minutes in regard to Clause 11.7

## 12. MIXED FUNCTIONS

- 12.1 An employee employed as a Minibus Driver who is required to drive a bus with 34 or more seats on service work in substitution for driving a minibus shall be paid on the basis of the Terms of Employment and Remuneration of either this Agreement or the Award for the hours worked. The payment shall be under the Terms of Employment and Remuneration that entitle the employee to the higher rate of pay for the hours so worked.
- 12.2 This clause shall not apply to work performed under Clauses (15) or (16) of this Agreement.
- 12.3 This clause shall not apply to work arranged between employees to suit their personal convenience.

## 13. OVERTIME AND OTHER PENALTY PAYMENTS

- 13.1 All work in excess of 38 hours in any week shall be paid for at a rate of time and one half.
- 13.2 The employer may require employees to work reasonable overtime at the rate prescribed.
- 13.3 Overtime on service work shall be allocated as equally as possible. Overtime allocated under Clauses (14) and (15) shall be allocated as equally as possible bearing in mind the nature of the job and the suitability of the driver.
- 13.4 Overtime on regular service work on a Sunday shall be paid at a rate of double time.





#### **14. SCHEDULED RAILWAY MAINTENANCE WORK**

- 14.1 An employee required to drive a minibus in substitution for a railway timetable during scheduled railway maintenance work shall be paid at the rate applicable to the day, under this Agreement, whilst performing this work.
- 14.2 An employee required to drive a bus with 34 or more seats in substitution for a railway timetable during scheduled railway maintenance work shall be paid at the rate applicable to the day, under the Award, whilst performing this work.
- 14.3 An employee required to drive a minibus in substitution for a railway timetable during scheduled railway maintenance work shall not take a meal break unless he has previously worked for two hours. There shall be no period of time required to be worked after the completion of a meal break.

#### **15. SPECIAL HIRINGS**

- 15.1 Special Hirings shall be paid under the Terms of Employment and Remuneration of the Award.

#### **16. DAYS OFF**

- 16.1 All weekly employees shall be rostered to have at least two days off in each week and will not be required to work on either day except in the case of an emergency.
- 16.2 Where an employee is requested to work on scheduled service work on any day rostered off, time worked shall stand alone and shall be paid at the rate of time and one half. This shall not apply to Special Hires, which are paid under Clause 15 of the Award.
- 16.3 An employee requested to work on any rostered day off on scheduled service work shall be guaranteed and paid for a minimum of four hours' work.
- 16.4 An employee requested to work on any rostered day off on railway replacement services shall be guaranteed and paid for a minimum of two hours' work.
- 16.5 Rosters shall be constructed to minimise non consecutive days off, in those circumstances where the work available can be efficiently allocated in this manner.

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## 17. PUBLIC HOLIDAYS

- 17.1 The days recognised as Public Holidays are those recognised by the Award.
- 17.2 In the event that an employee not being required to work on a public holiday, the employee shall be paid 7hrs 36mins for the day.
- 17.3 In the event that an employee is required to work on a public holiday, payment shall be at the rate of time and one half for the time so worked, in addition to the payment under sub clause 17.2.
- 17.4 An employee required to work on a public holiday on scheduled service work shall be guaranteed and paid for a minimum of four hours' work.
- 17.5 An employee requested to work on a public holiday on railway replacement services shall be guaranteed and paid for a minimum of two hours' work.
- 17.6 No deduction shall be made from the wages of weekly employees for such holidays except in cases where an employee is required to work any such holiday and fails to work as required; provided that this subclause shall not preclude payment of sick leave entitlement in respect of any employee who is unable to work on a public holiday because of illness. Such employee shall be entitled to payment in accordance with Clause 20, Sick Leave, of the Award.
- 17.7 When an employee is absent from the employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled the payment specified by subclause 17 (2).

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Signed for and on behalf of Dalisle Pty ACN 055 471 782:



*NES*

DIRECTOR

*S. Chene*

SECRETARY

Signed for and on behalf of employees by the Works Committee of Peninsula Bus Lines Ourimbah Depot:

*W Galloway*

Signature

*RR Guiana*

Signature

WILLIAM GALLOWAY

RAYMOND REMO GUIANA

BUS OPERATOR  
Printed Name and Occupation

BUS OPERATOR  
Printed Name and Occupation

*BUS OPERATOR*  
Witness

*[Signature]*  
Witness

11-8-93  
Date

11-8-93  
Date

*R A Woods*  
Signature

*[Signature]*  
Signature

RAYMOND ARTHUR WOODS

CHRISTOPHER ROSS BLACK

BUS OPERATOR  
Printed Name and Occupation

BUS OPERATOR  
Printed Name and Occupation

*[Signature]*  
Witness

*[Signature]*  
Witness

11-8-93  
Date

11-8-93  
Date