

ENTERPRISE AGREEMENT

NO: E.A. 324 /1994

DATE REGISTERED: 25-8-94

PRICE: \$ 16-00

ENTERPRISE AGREEMENT

NO.

BETWEEN

WESTBUS PTY LTD

AND

THE TRANSPORT WORKERS' UNION (NSW BRANCH)

(Filed with Industrial Registrar on

An enterprise agreement, made in pursuance of the Industrial Relations Act 1991 in accordance with the provisions of Part 3 Division 2 of the said Act, to regulate the following terms and conditions of employment.
Now it is hereby agreed by the parties as follows:

1. ARRANGEMENT

PART I - PURPOSE

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13. Disputes Settlement Procedure

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PART I - PURPOSE

2. TITLE OF AGREEMENT

2.1 This agreement shall be known as the **Westbus Enterprise Agreement**.

2.2 It 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 employees 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.

1. "Agreement" shall mean enterprise agreement to which this document refers.
2. "Employee" shall mean any person who works under the direction of the employer and receives payment in terms of this agreement.
3. "Employer" shall mean the body directing the employees in this agreement being the company known as Westbus Pty Ltd and its appointed delegates.
4. "Enterprise" shall mean the midi-bus project of Westbus Pty Ltd.
5. "The Act" shall mean the Industrial Relations Act of New South Wales, 1991.

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 24 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 midi-buses, with a capacity of no more than 26 seats at the following location: The Penrith depot of Westbus Pty Ltd.

This agreement is made between Westbus P/L and The TWU (NSW Branch).

a) 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
15	Special Hiring
18	Public Holidays
19	Unions' Picnic Day
21	Bereavement Leave
22	Annual Leave
23	Long Service Leave
24	Union Delegate
25	Union Notice Board
27	Right of Entry
29 &	
30	Occupational Superannuation
31	Uniforms
32	Limitation of Driving Hours
33	Defective Vehicles
34	Drivers' Duties
35	Terms of Employment
36	Amenities
37	Training of Employees

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

<u>Clause No</u>	<u>Subject</u>
7	Disputes Settling Procedures
8	Driver Monitoring Program

 

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 adult males.

	Total Wage Per Week (\$)
Weekly employees	\$500.00
Casual employees - the minimum rate of hourly pay for a casual employee shall be one -thirty eighth of the weekly rate, plus 15%.	

	Total Allowance Per Week (\$)
Weekly Attendance Allowance	\$35.00

The weekly attendance allowance is paid to those full time employees that work their full rostered hours in any one week.

The full allowance is not paid if Sick Leave, Annual Leave or Workers' Compensation forms part of the weekly earnings in such week.

When a public holiday falls on a weekday an employee shall be paid the allowance for such week.

8. HOURS OF EMPLOYMENT

8.1 The ordinary hours of work, exclusive of meal times, shall average 38 hours per week, Monday to Sunday, inclusive. Provided that, in any month, Saturday shifts that form part of ordinary hours shall not exceed a total of 44 hours or Sunday shifts that form part of ordinary hours shall not exceed a total of 22 hours or any combination of Saturday and Sunday shifts which do not exceed in aggregate 44 hours. In such a combination, each hour worked on a Sunday shall be calculated to the value of 2 hours for each hour worked on a Saturday.

8.2 Hours worked in excess of those prescribed in 8.1 shall be paid at the appropriate overtime rate.

8.3 Ordinary hours shall be worked on one of the following bases:-

(a) 38 hours to be worked within a working week not exceeding 7 consecutive days, allowing working hours to be reduced by minutes per day or hours per week;

OR

(b) 2 weeks worth of working hours (i.e. 76 hours) to be worked within a working fortnight over 14 consecutive days;

OR

(c) 3 weeks worth of working hours (i.e. 114 hours) to be worked within a work cycle not exceeding 21 consecutive days;

OR

- (d) 4 weeks worth of working hours (i.e. 152 hours) to be worked within a work cycle not exceeding 28 consecutive days;

OR

- (e) Any other arrangement where a weekly average of 38 hours are worked.

8.4 The ordinary weekly hours shall be worked in not more than five days each week with a minimum shift of 7 hours per day and a maximum shift of 12 hours per day.

8.5 The method of working the 38 hour week shall be at the discretion of the employer. Different methods of implementation of the 38 hour week may apply between employees.

8.6 Westbus and an employee may by agreement defer the taking of a rostered day off accrued in accordance with sub-clause 8.2 of this clause for up to a maximum of 5 days. Such deferred time off is to be taken within a period of 6 months from the day on which agreement to defer was reached.

The accrued days off are to be taken at a time mutually agreed between the employer and employee.

8.7 An employee called on to work any portion of an additional shift shall be paid additional hours as overtime.

8.8 Where a broken shift is worked, the break between the 2 sections shall be at least 2 hours and only one such break shall be permitted on any such shift. Any other periods off duty during a broken shift except for a maximum of one meal break given and take in accordance with Clause 5, Meal and Crib Times, of this agreement, shall be counted and paid for as time worked.

"No broken shift shall be rostered to exceed a spread of twelve (12) hours inclusive of meal breaks, provided that where the roster requires, a broken shift may be rostered to a spread of thirteen (13) hours. Broken shifts in excess of thirteen hours (13) spread may be implemented only by agreement with the union".

8.9 Employees may be permitted to interchange work to meet their personal convenience, provided that such change is with the consent of Westbus.

8.10 An employee shall have a break of not less than nine (9) hours following the completion of a shift and the commencement of the next regular starting time.

8.11 Westbus 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 time in a prominent place in the depot, but when once fixed, the start and finish time shall not be altered unless at least three days' notice (in the case of basic route roster) or one days' notice (in all other cases) has been posted in a prominent place in the depot for the employees to see.

All starting and finishing time shall commence from and shall cease at the recognised home depot.

Employees shall be allowed reasonable time to perform such duties as are required by Westbus before taking a bus from the recognised home depot, and or return to the home depot.

9. OVERTIME

- 9.1 All work in excess of 38 hours shall be paid for at the rate of time and one half.
9.2 Westbus may require employees to work reasonable overtime at the rate prescribed.

10. MEAL AND CRIB TIMES

(Subclauses 10.1 & 10.2 to take effect before or on the anticipated date of 1 November 1994 when the Motor Traffic Regulations are amended. Current Meal and Crib break conditions, listed in the Motor Bus Drivers and Conductors (State) Award will continue until such amendment takes place.)

- 10.1 (a) All employees shall within 5.30 hours of commencement of work, have received a break of no less than 30 minutes or two breaks of no less than 15 minutes each.
(b) There shall be such flexibility in meal and crib breaks in regard to special hirings, charters, relief duties, straight shifts and/or broken shifts as is reasonably necessary to assist rostering.

10.2 A meal break shall not be less than thirty minutes and shall not exceed one hour. A crib break shall be not less than fifteen minutes and not more that twenty nine minutes and shall be counted as time worked.

10.3 No duties shall be performed by an employee during his meal or crib break.

10.4 Where an employee is required to take a meal or crib break away from his depot, it shall be the responsibility of Westbus to arrange for suitable toilet facilities. Where these facilities are not arranged by Westbus on a meal break only, an allowance of \$1.38 per shift shall be paid.

10.5 No employee shall take a meal break unless he previously worked for at least two hours, unless otherwise agreed between the union and Westbus.

10.6 Where an employee is required to work for two hours or more after the usual finish time, he shall be paid a meal allowance of \$6.60.

11. WORK ON DAYS OFF

An employee who works on any day rostered off, shall be guaranteed and/or paid for not less than four (4)hours' work at time and one-half.

12. SICK LEAVE

The sick leave provisions of the Motor Bus Drivers and Conductors' (State) Award shall apply. However an employee upon completion of three (3)months' service will be entitled to payment for leave taken in the first three months up to a maximum of one week (5 days).

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13. DISPUTES SETTLEMENT PROCEDURE

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this enterprise agreement are subject to the Industrial Relations Act, 1991 and dealt with in accordance to Clause 7, subclauses (i), (ii) & (iii) of the Motor Bus Drivers and Conductors Remuneration (State) Award.

Agreed to and signed:

WESTBUS PTY LTD of
258 Boundary Road
NORTHMEAD

Signed by, on behalf of Westbus Pty Ltd

Name..... CHARLES DEBONO

Title..... OPERATIONS MANAGER

Signature..... *[Handwritten Signature]*

Date..... 10/8/94

TRANSPORT WORKERS' UNION OF AUSTRALIA (NSW BRANCH) of
388 Sussex Street
SYDNEY

Signed by, on behalf of TWU (NSW Branch)

Name..... GLENN BOURKE

Title..... SENIOR OFFICIAL

Signature..... *[Handwritten Signature]*

Date..... 10/8/94

Witnessed by: Date..... 10-8-94

Name..... PAUL GLITSCH

Signature..... *[Handwritten Signature]*

[Handwritten Signature]