

ENTERPRISE AGREEMENT

NO: E.A. 345 /1995

DATE REGISTERED: 4-10-95

PRICE: \$ 10-00

- ENTERPRISE AGREEMENT -

BETWEEN

DUBBO COACHES

AND

**BUS CLEANING EMPLOYEES
- COUNTRYLINK COACHES**

Filed with the Industrial Registrar on *June 20* 1995

AN ENTERPRISE AGREEMENT made this 1995, in pursuance of the provisions of the Industrial Relations Act 1991 of New South Wales between John A. Gilbert Pty Limited trading as Dubbo Coaches and employees engaged to work in the cleaning of bus interiors, ticket checking and seat allocation for departing passengers.

DUBBO COACHES ENTERPRISE AGREEMENT No.1

1. TITLE OF AGREEMENT

This Agreement shall be known as the Dubbo Coaches Enterprise Agreement No.1.

2. ARRANGEMENT

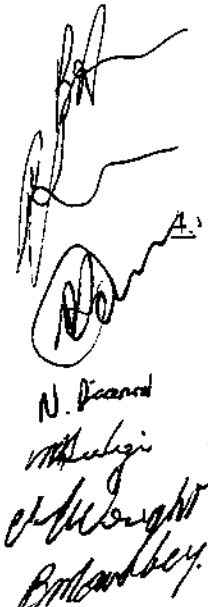
1. Title of Agreement
2. Arrangement
3. Incidence and Parties Bound
4. Term of Agreement
5. Relationship to Parent Award
6. Duress
7. Purpose of Agreement
8. Minimum Engagement
9. Payment for Work on Public Holidays
10. Grievance and Disputes Procedure
11. Date of Registration
12. Signatories to Agreement

3. INCIDENCE AND PARTIES BOUND

- 3.1 The Parties: This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991, and entered into between John A. Gilbert Pty. Limited trading as Dubbo Coaches and the employees engaged in the capacity of countrylink drivers.
- 3.2 The Enterprise: The enterprise for which the Agreement is reached is the company known as John A. Gilbert Pty. Limited trading as Dubbo Coaches, operating within the geographical areas of the counties of Cumberland, Northumberland and Camden, and the said employees.
- 3.3 Application: This enterprise agreement applies to countrylink drivers and governs conditions of employment when such employees are engaged in cleaning, fuelling, ticket checking and seat allocation for departing passengers at the company's countrylink coach at Dubbo Station, duties which are ancillary to their main duties.

TERM OF AGREEMENT

This Agreement shall take effect from the first full pay period to commence on or after the date of registration and shall remain in force for a period of twelve (12) months.


N. Deane
M. Lygi
C. Wright
B. Lambey



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5. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Enterprise Agreement that the Agreement shall be read and construed with the Transport Industry - Motor Bus Drivers And Conductors (State) Award, provided that where there is an inconsistency between the parent award and this Agreement, the Agreement shall take precedence over the parent award.

6. DURESS

This Enterprise Agreement has not been entered into under duress by any of the parties.

7. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to generally establish a more efficient system of operation by providing greater flexibility to working arrangements which benefits the company's Countrylink Coach Operation as a whole.

8. MINIMUM ENGAGEMENT

An employee required to work on a Saturday or a Sunday shall be granted a minimum engagement of 1 hour at the appropriate rate.

9. PAYMENT FOR WORK ON PUBLIC HOLIDAYS

An employee required to work on a public holiday shall be paid at the rate of double time and a half with a minimum engagement of 1 hour.

10. GRIEVANCE AND DISPUTES RESOLUTION PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the N.S.W. Industrial Relations Act 1991. These procedural steps are:

10.1 Procedure relating to a grievance of an individual employee:

- (i) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (ii) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

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- (iii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iv) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.
 - (v) While a procedure is being followed, normal work must continue.
 - (vi) The employee may be represented by an industrial organisation of employees.

10.2 Procedure for a dispute between an employer and the employees:

- (i) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (ii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iii) While a procedure is being followed, normal work must continue.
- (iv) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

11. DATE OF REGISTRATION

This Enterprise Agreement shall take effect from the first pay period to commence on or after 1995.

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12. SIGNATORIES TO AGREEMENT

Signed for and on behalf of John A. Gilbert Pty. Limited trading as Dubbo Coaches

Signed [Signature]

Witnessed by RD-1

date 19-4-95



Signed by the employees of John A. Gilbert Pty. Limited trading as Dubbo Coaches

Name Neil Diamond

Signed N. Diamond Date 19-4-95

Name Benny Mackley

Signed Benny Mackley Date 21-4-95

Name PAUL DARCY

Signed [Signature] Date 21-4-95

Name NANCY WRIGHT

Signed Nancy Wright Date 24-4-95

Name MARY SEELIGER

Signed Mary Seeliger Date 27/4/95

Name GEORGE SEELIGER

Signed George Seeliger Date 28-4-95