

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/154

TITLE: AAT Kings Botany Drivers Enterprise Agreement 2001

I.R.C. NO: 2002/775

DATE APPROVED/COMMENCEMENT: 10 April 2002/8 March 2002

TERM: 8 March 2004

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA00/49

GAZETTAL REFERENCE: 10 May 2002

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies to all employees employed by AAT Kings Tours Pty Ltd who are engaged as Drivers under the Transport Industry Tourist and Service Coach Drivers (State) Award 1996 at 21-23 Daphne Street, Botany, New South Wales.

PARTIES: AAT Kings Tours Pty Ltd -&- Mario Alfonso, Thomas Bartusz, Andrew Bowen, Troy Campbell, Jeffrey Colligan, Danny Feneck, Shane Feneck, Thomas Hancock, Martin Hasenoehrl, Anthony Horan, Gary King, Angelo Losapio, Christopher Mahony, Daryl Mitchell, David Montague, Neville Nicholson, Aaron Reed, Peter Roberts, Mark Schultz, Jeffrey Tofts, Robert Waddington

AAT KINGS BOTANY DRIVERS

ENTERPRISE AGREEMENT

2001



AAT KINGS BOTANY DRIVERS ENTERPRISE AGREEMENT

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2. Title of Agreement

This Agreement shall be known as the **AAT Kings Botany Drivers Enterprise Agreement (2001)**.

3. Application of Agreement

This Agreement shall apply to:

- (i) AAT Kings Tours Pty Ltd located at 21-23 Daphne Street, Botany, New South Wales
- (ii) Employees employed by AAT Kings Tours Pty Ltd who are engaged as Drivers under the Transport Industry Tourist and Service Coach Drivers (State) Award at the address specified in (i) above.

4. Relationship to Parent Award

- (i) It has been determined by the parties to this Agreement that it shall be read and construed in conjunction with the Transport Industry Tourist and Service Coach Drivers (State) Award.
- (ii) Where there is any inconsistency between the Award and this Agreement, this Agreement shall prevail to the extent of the inconsistency.

5. Term of Agreement

This Agreement shall come into operation from the first full pay period commencing on or after the date of ratification and shall remain in force for a period of two years.

6. Hours of Work

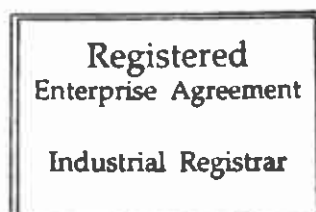
- (i) The ordinary hours of employment for full-time Drivers shall be 38 hours per week, to be worked over 4 or 5 days of the week. Additional hours of employment may be required to be worked during any week.
- (ii) The hours of work for Drivers shall be subject to a weekly roster system. The Company may notify Drivers of a change in their rostered shift at any time up to the evening prior to the shift, otherwise by mutual agreement. In notifying any such changes the Company will endeavour to give the maximum possible notice.
- (iii) Subject to the NSW Passenger Transport Act 1990, there shall be no minimum or maximum number of hours that may be worked in a day.



- (iv) Subject to the NSW Passenger Transport Act 1990, there is no spread of hours applicable to a day and Drivers may start or finish work at any time.
- (v) The Enterprise Bargaining Committee has agreed on a pre-determined value in hours for each tour operated by the Company from its Botany depot. Schedule 1 to this Agreement lists those hours.
- (vi) A Driver conducting any of these tours shall be paid the set number of hours listed for that tour in Schedule 1. The hours payable will only vary from those listed in the Schedule where there is a significant difference between the actual hours worked and the hours listed in the Schedule. Where Drivers on extended tour are required to perform duties outside those normally associated with the tour and which result in them working in excess of the hours normally paid for on a given day of that tour then such employee shall be entitled to payment for those additional hours at the rate specified in Clause 9.
- (vii) For extended tours the total hours calculated for the tour shall be averaged out over each day of that tour for payment purposes.
- (viii) If requested by either the Drivers or the Company, the Enterprise Bargaining Committee may review the hours listed in Schedule 1 on the anniversary of commencement of this Agreement or on any significant change to tour durations.
- (ix) Drivers shall not rush tours or drop offs in order to finish early.

7. Minimum Start

- (i) Where a Driver attends work for rostered duties of at least 4 hours duration and those rostered duties are subsequently cancelled, the Driver shall be entitled to a minimum payment of 4 hours. Such a Driver may be required to undertake other duties in lieu of those cancelled.
- (ii) The minimum payment for cancelled rostered duties of less than 4 hours duration shall be the rostered amount of hours for those duties.
- (iii) Where the cancellation of rostered duties will result in a Driver (other than a casual Driver) not receiving 38 hours paid work in a given week, the minimum payment prescribed by this clause may be increased to ensure that the Driver does receive a minimum of 38 hours paid work.
- (iv) Casual Drivers shall receive a minimum payment of 4 hours per shift worked.



8. Removal of Paid Rostered Days Off and Paid Days Off

- (i) It is agreed that paid rostered days off have been abolished. Drivers will be paid for their actual hours of work each week, as per the Schedule.
- (ii) It is agreed that paid days off have been abolished. Drivers will be paid the set hours per extended tour, as per the Schedule.

9. Rates of Pay

- (i) Full-time and part-time Drivers shall be paid a flat hourly rate of \$19.67 per hour for all hours worked, which shall also be the rate for the purposes of leave. This rate will be adjusted 12 months after the date of commencement of this Agreement to \$20.26 per hour.
- (ii) Casual Drivers shall be paid a flat hourly rate of \$18.00 per hour for all hours worked plus a 15% loading. A one twelfth annual holidays entitlement shall also be paid for the first 7.6 hours of work on any day, to a maximum of 38 hours per week.

10. Allowances

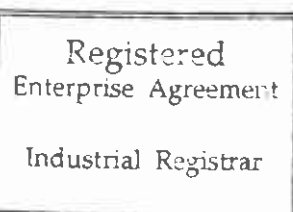
No allowances shall be payable in addition to the flat hourly rate specified, with the exception of meal allowance which shall be payable at the rates of \$8.00 for breakfast and lunch and \$16.00 for dinner.

11. Other Duties

Drivers may be required to participate in promotional activities and safe and legal workshop duties. Drivers may also be required to temporarily transfer to other Company depots for relief purposes. Such assignments shall be arranged by mutual agreement, however, where mutual agreement cannot be reached, the Company shall choose at its discretion.

12. Superannuation

Superannuation contributions shall be paid in accordance with the Superannuation Guarantee legislation. For superannuation purposes the ordinary hours of work shall be 38 hours per week for full-time staff and a maximum of 38 hours per week and 7.6 hours per day for casual staff.



13. Calculation of Annual Leave and Public Holidays

- (i) For the purpose of calculating annual leave and public holidays, a day shall constitute 7.6 ordinary hours.
- (ii) Annual leave loading shall not be payable.
- (iii) Full-time employees are entitled to a minimum of 7.6 hours pay for all public holidays falling on the weekdays of Monday to Friday, as well as Easter Saturday.
- (iv) Full-time employees will normally accrue 4 weeks annual leave per annum, however upon written request from an employee that employee may be granted an accrual of 5 weeks annual leave per annum, such accrual to commence from the date of the request. Employees who request this additional accrual of one week's leave shall have an amount of 38 hours' pay divided by 52, deducted from their pay each week as an "offset" to fund the fifth week of accrued leave, such offset to commence from the same date as the new accrual.

14. Enterprise Bargaining Committee

The Enterprise Bargaining Committee, comprising the Driver's representatives and the Management representatives, shall be maintained for the duration of this Agreement as a cooperative forum for reviewing the progress of this Agreement and for addressing workplace issues.

15. Dispute Settlement Procedure

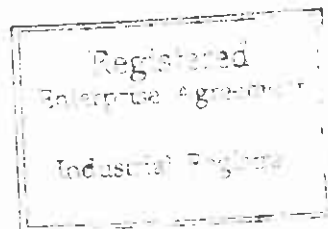
In the event of a dispute, the dispute settlement procedures in the Award shall be followed.

16. No extra claims

There shall be no further claims for wage increases or improvements in conditions of employment during the term of this Agreement.

17. Duress

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



18. Signatories to the Agreement

Signed on behalf of AAT Kings Tours Pty Ltd:

Chris Newman

 CHRIS NEWMAN - MANAGING DIRECTOR

21/1/02

 DATE

Signed by employees of AAT Kings Tours Pty Ltd covered by this Agreement:

Mario Alfonso 8.1.2002

 MARIO ALFONSO DATE

Thomas Bartusz 9-1-02

 THOMAS BARTUSZ DATE

Andrew Bowen 8.1.02

 ANDREW BOWEN DATE

Troy Campbell 14/1/02

 TROY CAMPBELL DATE

Jeffrey Colligan 16-1-02

 JEFFREY COLLIGAN DATE

Danny Feneck 8-1-02

 DANNY FENECK DATE

.....
 SHANE FENECK DATE

Thomas Hancock 16.1.02

 THOMAS HANCOCK DATE

Martin Hasenoehrl 10.01.2001

 MARTIN HASENOEHL DATE

.....
 ANTHONY HORAN DATE

Gary King 15-1-02

 GARY KING DATE

Angelo Losapio 10.1.02

 ANGELO LOSAPIO DATE

Chris Mahony 16.1.02

 CHRIS MAHONY DATE

Daryl Mitchell 11.1.02

 DARYL MITCHELL DATE

David Montague 8.1.02

 DAVID MONTAGUE DATE

Neville Nicholson 9/1/02

 NEVILLE NICHOLSON DATE

Aaron Reed 9/1/02

 AARON REED DATE

Peter Roberts 8-1-02

 PETER ROBERTS DATE

.....
 MARK SCHULTZ DATE

Jeff Tofts 15/1/02

 JEFF TOFTS DATE

Bob Waddington 11-1-02

 BOB WADDINGTON DATE



SCHEDULE 1

HOURS TO BE PAID PER TOUR

The following list provides the number of hours a Driver is to be paid when conducting any of the listed tours, as outlined in Clause 6 of the Agreement.

<u>TOUR</u>	<u>HOURS TO BE PAID</u>
ESZS	10.20 hours per day
QSC/CS	10.00 hours per day
GSAC	10.35 hours per day
CSCS/GSCS	11.25 hours per day
Jenolan Caves	12.75
Katoomba	12.00
Sights	10.75
Canberra	14.50
Hunter Valley	13.00
Wilderness	11.75

