

TUNARAMA COACHLINES ENTERPRISE AGREEMENT 2001

Clause 1 – TITLE

This Agreement will be titled the Tunarama Coachlines Enterprise Agreement 2001.

Clause 2 – ARRANGEMENT

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Clause 3 – SCOPE OF AGREEMENT

This Agreement will apply to the employment of all casual employees of Tunarama Coachlines who are engaged in work covered by the Transport Workers (Passenger Vehicles) Award 1984.

Clause 4 – PARTIES BOUND

This Agreement will be binding on Tunarama Coachlines and all casual employees employed under classifications contained in this Agreement.

Clause 5 – DURATION

This Agreement will operate from the date of approval by the Industrial Relations Commission of South Australia and remain in force for a period of one year.

Clause 6 – DEFINITIONS

“Award” will mean the Transport Workers (Passenger Vehicles) Award 1984.

“Workplace Representative” will mean any employee(s) elected from the worksite to represent the interests of such employees.

“Consultation” is a process which will have regard to employee’s interests in the formulation of plans which have a direct impact on them. It provided employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees.

“Driver” means an employee principally engaged in coach driving of a passengered vehicle.

“Tour and Charter” means the carriage of passengers on a trip or excursion whether it be individual passengers or a club or group. This can be either interstate or intrastate.

“Extended Tour” means a tour which requires the employee to be away from home for one or more nights.

“An engagement/shift/hiring” commences as per the employee’s book on time and end as per the employee’s final book off time at base depot or accommodation venue. Unless otherwise specified, time not worked will be unpaid.

Clause 7 - STAND ALONE AGREEMENT

Unless otherwise specified herein, this agreement stands alone and applies to the exclusion of the Award which might otherwise apply.

Clause 8 - NO EXTRA CLAIMS

It is a term of this Agreement that each of the employees and/or their representatives are bound by this Agreement and will not pursue any extra claims, award or over award, for the duration of this Agreement. This includes claims relating to changes arising from award variations or decisions of the Commission other than changes that are consistent with the terms of this Agreement.

Clause 9 – AIM OF AGREEMENT

The aim of the Agreement is to enable the parties to develop and implement strategies that are designed to recognise and achieve improvements in the workplace, enhance job satisfaction, security and remuneration.

Clause 10 – CONSULTATION AND COMMUNICATION

The parties are committed to consultation and communication throughout all levels of Tunarama Coachlines. The parties agree that effective mechanisms for communication are fundamental to the achievement of greater productivity, efficiency, flexibility and job satisfaction.

Clause 11 – WORK PRACTICES

- 11.1 The parties recognise the need to be responsive to the rapidly changing environment and the need for the work-force to adapt continually to these changes.
- 11.2 The parties are committed to the pursuit of optimum efficiency, improved skills development and more flexible work practices. The parties agree to participate in continuous improvement and quality assurance processes.
- 11.3 The parties are committed to providing a quality customer service.
- 11.4 The parties recognise that the achievement of increased effectiveness requires:
 - That subject to skill, competency and qualifications, employees may be required to work between all work areas and carry out such duties as directed.

- 11.5 Both staff and Management of Tunarama Coachlines agree to strive towards a Standard of Excellence.

Clause 12 – FAMILY LEAVE

Family Leave will not apply.

Clause 13 – DISPUTE SETTLEMENT PROCEDURES

Where a dispute concerning the operation of this Agreement arises, the following steps will be taken:

Step 1

As soon as practicable after the issue or claim has arisen, it will be considered jointly by the supervisor and the employee concerned.

Step 2

If the dispute is not resolved, the issue or claim will be considered jointly by the appropriate senior representative of the employer in conjunction with the employee or union workplace representative who will attempt to settle the dispute.

Step 3

If the dispute is not resolved, the parties will refer the matter to the Industrial Relations Commission of South Australia for resolution.

Clause 14 – CONTRACT OF EMPLOYMENT

- 14.1 Employees will be employed on a casual basis. This will be specified at the time of employment.

Casual employees may be employed up to 37½ ordinary hours in any period of seven consecutive days.

- 14.2 All employees will be engaged for a minimum of 2 hours on each shift, except where employees are engaged on a school run where the minimum period of engagement will be 2 hours for each period of duty.

- 14.3 Employees agree to perform a wide range of duties, including work that is incidental and peripheral to their main tasks or functions in addition to, or in lieu of, normal duties.

- 14.4 Where an employee is engaged on a school run and the hours worked are less than 2 hours, the employee may be required to work on duties other than driving until they have completed 2 hours work.

Clause 15 – PROBATION

- 15.1 All new casual employees are required to undergo a three month probationary period.
- 15.2 During such probationary period the Company undertakes to discuss with the employee the employee's work performance, conduct, and capacity, with a view of providing constructive feedback as well as their positive and constructive attitude to working for the Company.

Clause 16 – WAGES

- 16.1 Wage rates for employees engaged on school runs.
- 16.1.1 As provided in Clause 14.2 employees engaged on school runs will be paid a minimum period of engagement of 2 hours for each period of duty.
- 16.1.2 The rates of pay for employees engaged on school runs will be as follows:
- | | |
|---|----------------------------------|
| Classification | Casual
Hourly rate |
| Driver under
25 passengers
Classification | \$14.30
Casual
Hourly rate |
| Driver
25 passengers
and over | \$14.60 |
- 16.2 Wage rates for employees engaged on tours and charters.
- 16.2.1 All casual employees engaged on tours or charters will be paid a flat hourly rate for all hours worked.

16.2.2 The rate of pay is an all inclusive rate which will compensate an employee for all penalties and wage components including the following:

- Shift Penalties
- Weekend Penalties
- Annual Leave Loading
- Overtime
- Public Holiday Penalties,
- Allowances or disabilities contained in the parent award for the following purposes;
 - Leading Hands
 - Long Vehicle
 - Service Grants
 - Ticket allowance
 - Duty or variable starts allowance
 - Penalty payments for work outside of specified spread of hours
 - Freight allowance
 - Trailer allowance
- Casual loading.

16.2.3 Where a driver undertakes driving duty on a tour or charter they will be paid at the following rates:

- For all hours worked between 6 a.m. to 6 p.m. on any day of the week - \$15.00 per hour.
- For all hours worked between 6 p.m. to 6 a.m. on any day of the week - \$20.00 per hour.

Clause 17 – ALLOWANCES

17.1 Meal Allowance

(a) Accommodation

In circumstances where the employee is accommodated away from home the employer will either supply breakfast, or dinner or pay for a meal for breakfast or dinner or pay the employee an allowance of \$7.50 per breakfast and \$12.50 for dinner.

For the purposes of this clause the meal or payment as referred to will be made on such services whilst in accommodation at the following times:

Breakfast	5am to 9am
Dinner	5pm to 9pm

The hours stated herein will be varied to take into account day light savings times.

- (b) The allowance for meals is not paid where the employee is supplied a meal by a motel or other source.
- (c) Additional meal allowances may be paid by agreement and/or in extenuating circumstances.

Clause 18 – PAYMENT OF WAGES

Wages will be paid fortnightly by a means agreed upon by the company or by other means as agreed.

Clause 19 – WAITING TIME

Where the hours of duty on a tour or charter are broken into separate working periods, any period of waiting time will be paid at the rate of \$10.00 per hour.

Clause 20 – RENEGOTIATION OF AGREEMENT

The parties to this Agreement agree that negotiations for a new Agreement will commence three months prior to the expiration of this Agreement. If Agreement is not reached on a renegotiated Agreement at the expiration of this Agreement, the Agreement will continue in force until superseded or rescinded.

This Enterprise Agreement is made on the2001.

**signed for and on behalf of
Tunarama Coachlines**

..... **Date:**

**signed for and on behalf of the employees of
Tunarama Coachlines**

..... **Date:**

..... **Date:**

..... **Date:**