

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/125

**TITLE: Sunstate Charters Pty Ltd New South Wales Enterprise
Workplace Agreement 2004**

I.R.C. NO: IRC5/604

DATE APPROVED/COMMENCEMENT: 16 February 2005 / 16 February 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 27 May 2005

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all NSW employees, employed by Sunstate Charters Pty Ltd, located at 1362 Kingsford Smith Drive, Pinkenba Qld 4008, who fall within the coverage of the Motor Bus Drivers and Conductors (State) Award.

PARTIES: Sunstate Charters Pty Ltd -&- Samuel Abdilla, Gordon Beadman, Paul Brennan, Craig Casey, Rohan Coe, Kevin Field, Rodney Hicks, Brian Murphy, Michael Poles, Sergio Poles, Steven Robson, Gregory Shaw

TITLE

**SUNSTATE CHARTERS PTY LTD. NEW SOUTH WALES
ENTERPRISE WORKPLACE AGREEMENT 2004**

EMPLOYEE

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1. Parties Bound, Operative Date and Duration

The Parties To This Agreement Shall Be:

Sunstate Charters Pty Ltd Abn 45 010 609 757, of 104 Lamington Avenue, Ascot QLD 4007,

AND

This Agreement Shall Operate From The Beginning Of The First Pay Period Commencing On Or After 16 February 2005 And Shall Remain In Force Until 16 February 2008 From Date Of Approval By The NSW Department Of Commerce, Office Of Industrial Relations.

2. Intent

This Agreement Shall Form The Complete Agreement Covering All Terms And Conditions Of Employment, It Shall Operate To The Exclusion Of Any And All Other Agreements Or Awards.

3. Recitals and General Provisions

The Purpose Of Sunstate Charters Pty Ltd Business Is To Make A Profit And To Provide

Excellent Standards Of Service To Its Customers. Sunstate Employees Are Encouraged To Recognise That It Is The Primary Duty Of The Employees To Perform Their Assigned Tasks Efficiently And Expertly To Enable Sunstate Coaches Pty Ltd To Achieve Its Purpose, And Only By Doing So Can The Jobs And Benefits Provided By Sunstate Coaches Pty Ltd Be Perpetuated And Secured.

Sunstate Coaches Pty Ltd Retains The Right And Responsibility To Manage Its Business (Other Than To The Extent That It Seeks From Its Employees Something Which Is Unreasonable Or Unjust).

Sunstate Coaches Pty Ltd Acknowledges That The Intent Of This Agreement Is To Create Incentives For Permanent Drivers To Maximise Their Earning Potential.

4. Confidential Information

You Must Not Reveal Or Use, Either For Your Own Benefit Or Anyone Else's Any Confidential Information Which You May Acquire During Your Employment. Confidential Information Refers To Any Information (Written Or Oral), Which Is Not Publicly Available. This Obligation Will Still Apply To You After Your Employment With Sunstate Charters Pty Ltd Has Ended. Nothing In This Clause Nor In This Awa Shall Be Taken As In Any Way Prohibiting Or Restricting Disclosure By Either Party To Any Other Person.

5. Security

You Agree To Permit, Upon Request, The Employer Or The Employers Representative To Inspect Any Bags, Containers, Vehicles Or Other Personal Property Brought Onto The Employer's Property By You.

6. Probation

The First 3 Months Of A New Employee's Employment With The Employer Will Be A Probationary Period During Which The Employment May Be Terminated With One Day's Notice. The Employee Will Be Told No Later Than 3 Months After Commencing Employment Whether Such Employment Will Continue After The Probation Period.

7. Duty/Responsibility:

- (A) Sunstate May Direct An Employee To Carry Out Such Duties As Are Within The Limits Of The Employee's Skill, Competence And Training Consistent With The Classification The Motor Drivers. Etc Award, Provided That Such Duties Are Not Designed To Promote De Skilling.
- (B) Sunstate Charters May Direct An Employee To Carry Out Such Duties And Use Such Tools And Equipment As May Be Required Provided That The Employee Has Been Properly Trained In The Use Of Such Tools And Equipment.
- (C) Any Direction Issued By Sunstate Charters Pursuant To Provisions (A) And (B) Shall Be Consistent With The Employer's Responsibilities To Provide A Safe And Healthy Working Environment.
- (D) All Work, Wherever Possible, Will Be First Offered To Permanent Or Permanent Part-time Employees, Then Casuals.

8. Terms of Engagement

- A. Employees Will Be Engaged As Either Permanent Employees, Permanent Part Time Employees Or Casual Employees.
- B. A Permanent Employee Will Be Granted Payment For A Minimum Of 38 Hours Per Week To Be Worked Over Any Five Days, Monday To Sunday.
- C. A Permanent Part Time Employee Will Be Guaranteed Payment For A Minimum Of 30 Hours Per Week To Be Worked Over 5 Days, Monday To Sunday.

- D. Permanent, Permanent Part Time And Casual Employees Shall Be Paid For Not Less Than 4 Hours Work On Each Engagement.
- E. A Casual Employee Is An Employee Engaged As Such And Paid On An Hourly Basis. A Casual Employee Shall Be Paid For A Minimum 4 Hours Work On Each Engagement.
- F. Engagement As A Casual Employee May Be Terminated By Sunstate Charters Pty Ltd Or The Employee Upon 4 Hours Notice On Either Side Or In The Case Of A Termination By Sunstate Charters Pty Ltd By Payment Of 4 Hours Pay On Lieu Of Notice.
- G. In Spite Of Anything Else In This Clause, Sunstate Charters Pty Ltd May Terminate The Employment Of An Employee At Any Time Without Notice On The Grounds Of Serious Misconduct.

9. Rates of Pay

- (A) All Permanent And Permanent Part Time Employees Shall Be Paid For Service In Accordance With The Following Table:

Refer Addendum "A" Voluntary Additional Hours.

From The Effective Date Of This Document

Midnight Sunday To Midnight Friday	\$15.83
Midnight Friday To Midnight Saturday	\$23.74
Midnight Saturday To Midnight Sunday	\$31.66

- (B) A Casual Employee Shall Be Paid For Service In Accordance With The Following Table:

Midnight Sunday To Midnight Friday	\$19.73
Midnight Friday To Midnight Saturday	\$28.83
Midnight Saturday To Midnight Sunday	\$37.94

- A. Any Increase In Pay Will Be Line With The Current Rate Of The Motor Bus Drivers And Conductors (State) Award Code 674 - Serial C0638.
- B. The Rates Of Pay In All Subclauses (A) And (B) Are Applicable For All Hours Worked And Include Compensation For All Aspects Of The Work.
- C. All Payments Shall Be Weekly By Electronic Funds Transfer To An Account With A Financial Institution Nominated By The Employee And Acceptable To Sunstate Charters Pty Ltd.
- D. No Deduction Shall Be Made From Any Employee's Wages Without Prior Written Consent From The Employee
- E. Sydney Express Trips - \$525.00 That Includes All Wages And Meals And Incidentals With No Additional Loading For Public Holidays Or Weekends. Sydney Express Trips Shall Only Be Performed By Employees Who Voluntarily Advise Sunstate Charters Pty Ltd They Wish To Do This Work On These Terms And Conditions. For Permanent And Permanent Part Time Employees Weekly Wage Purposes A Sydney Express Trip Will Be Recorded As 30 Hours.
- F. Where Issuing Of Tickets An Integral Part Of The Job - \$9.00 Per Day.

10. Statutory Holidays

- (A) Permanent Or Permanent Part Time Employees Required To Work On Any Of The Public Holidays Listed Below Shall Be Paid For All Time Worked At Two And One Half Of The Monday To Friday Rate Stated In Clause 9 (A). The Public Holidays Are As Follows:

New Years Eve	Queens Birthday
Australia Day	Labour Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Anzac Day	Show Day (1)

- A. If A Permanent Employee Is Not Required To Work On A Public Holiday The Employee Shall Be Entitled To Be Paid For 7.60 Hours For The Day At The Monday To Friday Rate Of Pay In Clause 9 (A). On The Same Basis A Permanent Part-Time Permanent Employee Is Entitled To Be Paid For 5 Hours.

11. Meal Breaks

- (A) Employees Shall Take A Minimum One Hour Unpaid Meal Break Or A Maximum Of Two, One Hour Unpaid Meal Breaks When Two Meals Are Included In Their Ordinary Working Hours. It Is Reasonable To Expect That In A 12-Hour Day There Are Two Meal Breaks.
- (B) If For Any Reason An Employee Cannot Have The Required Two By One Hour Meal Breaks They Are To Liaise With The Operations Manager.

12. Annual Leave

- A. This Clause Applies Only To Permanent And Permanent Part Time Employees.
- B. After Twelve Months Continuous Service As A Permanent Or Permanent Part Time Employee A Permanent (38 Hours Per Week) Or Permanent Part Time (25 Hours Per Week) Employee Shall Be Entitled To Four Weeks Annual Leave.
- C. Annual Leave May Be Granted And Taken At Any Time By Mutual Agreement. It May Be Taken In Four Consecutive Weeks Or, If Agreed, In Separate Periods.
- D. If A Public Holiday Occurs During Any Period Of Annual Leave The Period Of The Leave Will Be Increased By One Day In Respect Of That Holiday.
- E. Upon Termination Of Employment, The Employee Shall Be Paid, In Addition To All Other Amounts Due, A Payment For All Accrued But Untaken Annual Leave, And All Other Pro Rata Annual Leave For An Uncompleted Qualifying Year.
- F. A Loading Of 17.5 Percent Will Be Paid On The Value For Accrued Annual Leave.
- G. Leave Without Pay May Be Granted And Taken At Any Time By Mutual Consent.

13. Sick Leave

- (A) This Clause Applies Only To Permanent And Permanent Part Time Employees.
- (B) Sunstate Charters Will Provide Eight Days Sick Leave Cumulative Per Year Of Service Provided That Such An Employee Must Produce Or Forward Within Forty Eight Hours Of The Commencement Of The Absence A Certificate From A Qualified Medical Practitioner Evidencing The Incapacity To Work Due To Personal Ill Health Or Accident.

- (C) Upon Termination Of Employment, The Employee Shall Be Paid, In Addition To All Other Amounts Due, a Payment For All Accrued Sick Leave In Line With Para (B) On A Pro- Rata Basis For An Uncompleted Qualifying Year.

14. Other Leave:

An Employee May Elect, With The Consent Of The Employer, To Take Unpaid Leave For The Purpose Of Providing Care To A Family Member Who Is Ill.

An Employee With Responsibilities In Relation To Either Members Of Their Immediate Family Or Members Of Their Household Who Need Their Care And Support Will Be Entitled To Use, In Accordance With This Clause, Any Current Or Accrued Sick Leave Entitlements, For Absences To Provide Care And Support, For Such Persons When They Are Ill. The Employee Will, If Required, Establish By Production Of A Medical Certificate Or Statutory Declaration, The Illness Of The Person Concerned.

15. Superannuation

The Parties Agree That The Company Will, From The Date Of This Agreement, Make Superannuation Contributions To The Superannuation Fund Of The Employees Choice. The Superannuation Contribution Shall Be Those Contributions Required Under The Superannuation Guarantee Legislation, Which Is Applicable From Time To Time.

16. Termination of Employment

Employment May Be Terminated By Either Party In Accordance With The Following:

Up To One Year Of Service	1 Weeks Notice;
Between One And Three Years Service	2 Weeks Notice;
Between Three And Five Years Service	3 Weeks Notice; And
Over 5 Years Service	4 Weeks Notice.

Notwithstanding, If An Employee Is Over 45 Years Old And Has Completed At Least 2 Years Continuous Service As A Permanent Or Permanent Part Time Employee The Period Will Increase By One Week. In The Event That The Employer Exercises Its Right To Terminate, Payment In Lieu Of Notice May Be Substituted.

17. Redundancy

In Addition To The Period Of Notice Prescribed For Ordinary Termination In Clause 16. Where The Employees Employment Is Terminated In Circumstances Where The Company No Longer Wishes The Job The Employee Has Been Doing To Be Done By Anyone And This Is Not Due To The Ordinary And Customary Turnover Of Labour, The Employee Shall Be Entitled To The Following Amount Of Severance Pay In Respect Of Continuous Period Of Service.

Period Of Continuous Service	Severance Pay
1 Year Or Less	Nil
1 Year And Up To The Completion Of 2 Years	4 Weeks Pay
2 Years And Up To The Completion Of 3 Years	6 Weeks Pay
3 Years And Up To The Completion Of 4 Years	7 Weeks Pay
4 Years And Over	8 Weeks Pay

The Term Weeks Pay Means The Amount That The Employee Would Have Received Had The Employee Worked The Agreed Hours For The Period Concerned.

The Amount Of Severance Pay Shall Not Exceed The Amount, Which The Employee Would Have Earned If Employment With The Company Had Proceeded To The Employee's Normal Retirement Date.

The Company Shall Not Be Obligated To Make A Severance Payment If The Company Obtains Suitable Alternative Employment For The Employee, And The Employee Unreasonably Rejects The Offer Of Employment.

18. No Extra Claims

The Parties Acknowledge That No Extra Claims Will Be Made During The Term Of This Agreement.

19. Variation to Agreement:

The Parties To This Australian Workplace Agreement Acknowledge That This Agreement Can Be Varied By Consent Of Both Parties At Any Time During The Currency Of The Agreement.

20. Anti-Discrimination

The Parties Agree That The Effect Of This Agreement Is Not To Allow Any Conduct Or Treatment, Either Direct Or Indirect, That Would: Contravene The Anti Discrimination Act 1991 Or Discriminate On The Basis Of Family Responsibilities.

21. Workplace Health and Safety

Employers And Employees Will Abide By The Workplace Health And Safety Act, Regulations And Appropriate Codes Of Practice.

22. Dispute Resolution Procedure

In Relation To Any Matter That May Be In Dispute Between Parties To This Awa, The Parties:

Will Attempt To Resolve The Matter At The Workplace Level, Including, For Example:

The Employee And His Or Her Supervisor Meeting And Conferring On The Matter

If The Matter Is Not Resolved At The Meeting, The Parties Arranging Further Discussions Involving More Senior Levels Of Management (As Appropriate),

Acknowledge The Right Of Either Party To Appoint, In Writing, Another Person To Act For The Party In Relation To Resolving The Matter At The Workplace Level

Agree To Allow Either Party To Refer The Matter To Mediation, Both Parties Will Participate In The Mediation Process In Good Faith

Acknowledge The Right Of Either Party To Appoint, In Writing Another Person To Act For The Party In Relation To The Mediation Process

Agree While The Parties Attempt To Resolve The Matter:

The Parties Continue To Work In Accordance With Normal Work Practices Unless The Employee Has A Reasonable Concern About An Imminent Risk To His Or Her Health Or Safety

Even If The Employee Has A Reasonable Concern About An Imminent Risk For His Or Her Health Or Safety, The Employee Must Not Unreasonably Fail To Comply With A Direction By His Or Her Employer To Perform Other Available Work, Whether At The Same Workplace Or Another Workplace, That Is Safe And Appropriate For The Employee To Perform.

The Parties Must Cooperate To Ensure The Dispute Resolution Procedure Is Carried Out As Quickly As Is Reasonably Possible.

Signatories To The Agreement

Signed For And On Behalf Of The Company

By Its Authorised Representative

In The Presence Of:

Witness

Name Of Witness

Date

Signed By

In The Presence Of:

Witness

Name Of Witness

Date

APPENDIX A

Voluntary Additional Hours Agreement

I advise my employer that I wish to work voluntary additional hours at the appropriate rates specified in the AWA.

Signed: _____ Print Name

Witness: _____ Print Name

Date