

SWAN HILL BUS LINES (SA) ENTERPRISE AGREEMENT 2019

BETWEEN:

**Swan Hill Bus Lines Proprietary Limited
(The Employer)**

AND

**Employees of the Company
(The Employees)**

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2 - APPLICATION AND OPERATION OF AGREEMENT

2.1 TITLE

This Enterprise Agreement shall be known as the **Swan Hill Bus Lines (SA) Enterprise Agreement 2019**.

2.2 PARTIES (Covered)

This Agreement shall cover:

- (i) Swan Hill Bus Lines Proprietary Limited (the Employer)
- (ii) All persons, whose employment is at any time when the Agreement is in operation, are subject to the Agreement and employed by the Company in South Australia principally in the role of bus drivers, cleaners, refueller and mechanics.
- (iii) The Agreement shall also cover those employee organisations, which make application under s. 181(1) of the Fair Work Act 2009 (**'the Act'**) and have been pursuant to s. 201(2) of the Act by Fair Work Commission (**'FWC'**).

2.3 DATE AND PERIOD OF OPERATION

2.3.1 This agreement will operate within 7 days of approval from the date of approval of the Agreement by Fair Work Commission and its nominal expiry date shall be 30 June 2022.

2.3.2 It is agreed that after the nominal expiry date of this Agreement its terms and conditions will continue to apply unless it is terminated or replaced in accordance with the *Fair Work Act 2009*.

2.3.3 Parties agree to commence negotiation 3 months prior to the nominal expiry date.

2.3.4 A probation period shall apply to new employees covered by this Agreement for a period of six (6) months from the date of their employment. At any time during the probation period, the Company or the Employee can terminate the employment by giving notice in accordance with the NES.

2.4 DEFINITIONS

2.4.1 The “**Act**” means the *Fair Work Act 2009*.

2.4.2 “**A Day Rate**” allows a known cost of wages when giving quotations in advance for extended tour or overnight charter, a fixed amount will be paid to employees for the duration of the extended tour/charter provided at least 7 hours of work are done on the first and last day of the tour or for a day charter in which extends to at least 7 hours in a day.

2.4.3 “**FWC**” means Fair Work Commission.

2.4.4 “**Employees**” means all employees whose employment is subject to this Agreement, who performs work described in the classifications at Schedule 1 and who work for the Company in South Australia.

2.4.5 “**Employer**” means **Swan Hill Bus Lines Proprietary Limited**

2.4.6 Employment categories

(a) A **full-time employee** is an employee who works an average of 38 hours per week in accordance with clause 10 of the Award.

(b) A **Part time employee** whose hours are agreed upon and are whose agreed ordinary hours are less than 38 hours a week in accordance with clause 10 of the Award.

(c) A **casual employee** is an employee who is engaged by the hour and paid as such in accordance with clause 10 of the Award.

2.4.7 “**Mutual Agreement**” means agreement between the employer and an employee as allowed for in this agreement.

2.4.8 “**Agreement**” means **Swan Hill Bus Lines (SA) Enterprise Agreement 2018**.

2.4.9 “**Regulations**” mean the Fair Work Regulations as permitted under the *Fair Work Act 2009*.

2.4.10 “**Parent Awards**” means the Passenger Vehicle Transportation Award 2010 (Bus Award) and the Vehicle Manufacturing Repair, Services and Retail Award 2010 (Manufacturing Award)

2.4.11 “**Union**” means Transport Workers Union of Australia, South Australian Branch

2.4.12 “**Waiting Time**” means such time, excluding meal breaks, during a day charter in which no demand for work is made upon the driver and the driver is placed under no restraint as to their movements and is not otherwise on call by the employer but which is treated a part of the shift and shall be paid at half the rate in accordance with the Bus Award, unless otherwise stipulated.

2.5 OBJECTIVES

2.5.1 The agreement aims at continually improving communication, consultation in relation to major change and cooperation at the workplace level between management and staff. The agreement recognises the important contribution of staff members to ensure the future of the Employer.

2.5.2 The agreement will enable the parties to develop and implement strategies that are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of service, to further improve productivity and enhance job satisfaction, security and remuneration in a stable employee relations environment.

2.6 MINIMUM EMPLOYMENT STANDARDS

Notwithstanding the terms of this Agreement the minimum National employment standards will apply as required by the Fair Work Act (2009).

Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2.7 RELATIONSHIP TO FEDERAL LAW

2.7.1 No term of this Agreement shall operate where it is unlawful because it contains a discriminatory or other objectionable term including a term which removes any obligation to provide a minimum entitlement imposed by the Act. A term of this Agreement shall be modified or excluded to the extent that it is unlawful and in particular where it removes or provides a lesser benefit to any minimum entitlement which the Employer must provide as required by FWC.

2.7.2 This Agreement will operate in conjunction with the Award provided that where there is any inconsistency between this Agreement and the Parent Awards, this Agreement will prevail to the extent of any inconsistency.

2.8 EXHIBITION OF AGREEMENT

The Employer who is bound to this Agreement must provide a copy of the Agreement to all employees. The Award and NES will also be available for inspection by each employee at the depot office.

3 – CONSULTATION, FLEXIBILITY AND DISPUTE PROCEDURES

3.1 CONSULTATION AND COMMUNICATION

3.1.1 The parties commit to continuing dialogue over the operation of the Agreement and industrial issues in the workplace.

3.1.2 Representatives will be elected from each site for involvement on the (consultative committee)

3.2 Major Workplace Change

3.2.1 This Clause applies if:

- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on employees of the enterprise.

3.2.2 The employer must notify the relevant employees of the decision to introduce the major change.

3.2.3 The relevant employees may appoint a representative for the purposes of the procedures in this term. This may include a union representative.

3.2.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

3.2.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion – provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

- 3.2.6** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 3.2.7** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 3.2.8** If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.

3.2.9 In this term, a major change is ***likely to have a significant effect on employees*** if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

3.2.10 In this term, ***relevant employees means*** the employees who may be affected by the major change.

3.3 Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other EA provisions concerning the scheduling of work and notice requirements.

3.4 DISPUTE SETTLEMENT/RESOLUTION PROCEDURE

3.4.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this clause sets out procedures to settle the dispute.

3.4.2 An employee who is a party to the dispute may appoint a representative or union representative for the purposes of the procedures in this clause.

3.4.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

3.4.4 If the discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.

3.4.5 FWC may deal with the dispute in 2 stages:

- (a) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If FWC is unable to resolve the dispute at the first stage, FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

3.4.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or

- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

3.4.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

3.5 INDIVIDUAL FLEXIBILITY AGREEMENTS

3.5.1 The employer and employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) the agreement deals with arrangements about when work is performed; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to the matter mentioned in paragraph 3.5.1(a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

3.5.2 The employer must ensure that the terms of the employee flexibility arrangement;

- (a) are about matters permitted under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

3.5.3 The employer must ensure that the flexibility arrangement;

- (a) is in writing; and
- (b) includes the name of the employer; and
- (c) is signed by the employer and the employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of;
 - (i) the terms of the agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

3.5.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

3.5.5 The employer or employee may terminate the individual flexibility arrangement;

- (a) by giving 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing, at any time.

4 EMPLOYMENT RELATIONSHIP

4.1. CONTRACT OF HIRING

4.1.1 This Agreement shall apply to all employees who are more particularly described in this EA.

4.1.2 The Company will issue a letter of appointment to new Employees to whom this Agreement applies confirming the status of their employment.

4.1.3 Driver Monitoring Program

a) Principles

The procedure set out in this clause is to be used where the conduct, behaviour and/or work performance of a driver is, in the Company's opinion, unsatisfactory.

b) Procedure

Upon the Company forming the opinion that a driver's conduct, behaviour and/or work performance may be/have been unsatisfactory they should:

- (i) undertake an investigation of the matter;
- (ii) put the matter to the driver and allow the driver to respond;
- (iii) consider the driver's response;
- (iv) conclude whether or not the driver's conduct, behaviour and/or work performance was/is unsatisfactory;
- (v) explain why the conclusion reached has been arrived at; and then
- (vi) take such action as the Company see fit which may include but not be limited to nothing, a verbal warning, a written warning, final written warning, retraining, a performance improvement plan, and/or termination of employment.

c) Suspension

The Company may in its complete discretion suspend a driver from performing work:

- (i) on ordinary pay when an investigation is being undertaken in accordance with subclause b) (i); or
- (ii) without pay for up to 10 days as an alternative to terminating a driver's employment.

d) Suspension of licence or driver authority

Holding a valid driver's licence and bus driver's authority is an inherent requirement of a driver's job. For this reason, a driver whose driver's licence or bus driver's authority is suspended or cancelled, may be suspended or dismissed from employment.

e) Serious Misconduct

Nothing in this clause will affect the right of the Company to dismiss an employee without notice in circumstances where the Company considers that the employee is guilty of serious misconduct.

f) Additional Procedure Where the Matter Involves a Third-Party Complaint

In circumstances where the driver's conduct, behaviour and/or work performance might be unsatisfactory arising from a third-party complaint (such as a member of the public, school teacher, student etc) the following must be complied with in applying clause b) (i):

(i) Where practicable, complaints are to be validated by:

- a. establishing the complainant's contact details; and
- b. the relevant manager of the Company contacting the complainant and satisfying themselves on the validity of the complainant.

(ii) The Company is under no obligation and is not required to:

- a. provide to the driver or their representative the complainant's contact details; or
- b. make the complainant available to the driver or their representative.

4.2 CASUAL EMPLOYEES

4.2.1 Casual employees are not entitled to any paid leave entitlements (other than long service leave), or payment for public holidays not worked. The casual ordinary hourly rate of pay for drivers includes an additional amount as a casual loading of 25% of the permanent rate, that compensates for these entitlements.

4.2.2 A casual employee must be paid at the minimum hourly base rate of pay, payable to a permanent employee along with an additional payment or loading, which additional payment represents a payment in lieu of any other entitlements such as paid leave, including annual and personal leave, paid notice in lieu of termination or redundancy payments. If a casual employee no longer is deemed a casual employee, the employer shall be entitled to set off against any other payment to which the employee may have been entitled to because the employee was no longer a casual. In the circumstances in which the employee is entitled to the NES entitlements because the employee is no longer deemed a casual the additional payment is no longer paid.

4.2.3 Casual employees undertaking school bus work will be paid a minimum of two hours for each engagement on any day that the employee works. Where a casual undertakes work, which does not involve school bus work, then a 3-hours minimum will apply for the day/shift.

4.2.4 When a casual employee works both a school run and then a charter, the 3-hour minimum payment will form part of the minimum payment required when undertaking school bus work.

4.2.5 Caring responsibilities

- (a) Employees may be absent from work:
- if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - upon the death in Australia of an immediate family or household member.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend for up to 48 hours (i.e. two (2) days) per occasion. A casual employee is not entitled to any payment for the period of non-attendance.

4.2.6 Right to request casual conversion

(a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.

(b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

(c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.

(d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

(e) Any request under this subclause must be in writing and provided to the employer.

(f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

(g) Reasonable grounds for refusal include that:

(i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);

(ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;

(iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

(iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

(h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

(i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 26. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

(j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

(i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and

(ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 8.2.6.

(k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

(l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

(m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

(n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.

(o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

(p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.

(q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 4.2.6(p).

4.2.7 In the event that an employee is deemed to be a part time employee either because the right to convert from a casual or because the employee's employment is deemed not to be casual and whose sole employment is driving school students to and from school during school terms the agreed set hours will only apply during school terms and there will be no obligation for the Company to provide work or pay the employee during school holiday periods other than the relevant pro rata entitlement. By agreement the Company and the employee can agree to annualise the wages for such an employee.

4.2.8 Work performed on Saturdays and Sundays by a casual shall be paid for at the permanent rate prescribed in this Agreement plus an additional payment referred to in this Agreement and on public holidays at the base rate prescribed being an amount of 175% for Saturday, 225% for Sunday and 275% for public holidays. Overtime payments which are not cumulative with the above are also paid at 175% for the first three hours and thereafter 225%.

4.3 CONTINUOUS SERVICE

4.3.1 Maintenance of continuous service

Except as otherwise indicated, service is deemed to be continuous despite:

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement;
- (b) Absence of the employee from work for any cause by leave of the employer;
- (c) Absence from work on account of illness, disease or injury;
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee;
- (e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Agreement, the Act or the *Long Service Leave Act 1987*;
- (f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute or was re-employed by the employer upon such settlement;
- (g) Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer. This is qualified on the basis that the transfer of employment is on the same terms and conditions;
- (h) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated;
- (i) Any other absence from work for any reason other than those referred to in this clause unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or not later than fourteen days after the end of the period of absence.

4.3.2 Calculation of period of service

Where an employee's continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except to the extent that the employee receives or is entitled to receive pay for the period.

4.3.3 Service with two or more corporations

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related bodies corporate within the meaning of Section 50 of the *Corporations Act 2001*, the service of the employee with each such Corporation will be included in the calculation of the employee's continuous service for the purposes of determining the employee's entitlements pursuant to clauses 4.4 - Termination of employment, 4.5 - Redundancy (Severance).

4.4 TERMINATION OF EMPLOYMENT

Termination and Resignation

Except in the case of probationary employees, either party may terminate employment at any time by giving the required period of notice specified below. Instead of providing the specified notice the employer may choose to make payment in lieu of notice. If the employee fails to give the required notice, the employee will forfeit the entitlement to any monies owing equal to the amount of notice not given.

Nothing in this Agreement affects the employer's right to dismiss an employee without notice for serious misconduct and if so, dismissed shall only be entitled to be paid for the time worked up to the time of dismissal and any entitlements accrued to such time.

If the employee is on probation the employee shall be entitled to one day's notice of termination.

The employer may terminate the employee's employment in the following indicative (but not exhaustive) circumstances:

- Serious misconduct
- A fundamental or serious breach of the employer's policies and practices
- A fundamental or serious breach of this Agreement
- A failure to perform or conduct themselves to a satisfactory standard on a consistent basis (so long as the employee has been told the problems with their performance and been given an opportunity to improve to the required standard).
- Conduct that would warrant summary dismissal at common law.
- If the employees are persistently absent or late without proper cause.
- An act of gross negligence.

- At any time with in the first 6 months of their employment if they are employed on a casual basis of any kind.

The notice of termination period, other than during the probationary period, shall be:

By the Employer: At least one (1) weeks' notice, subject to the NES.

By the Employee: One (1) week's notice in writing or such other period as agreed by the parties.

4.5 PROBATIONARY PERIOD

New Employees will be employed on probation for the first six (6) months of engagement. During this period the Employer will assess their work performance. At any time during the probationary period, the Employer may terminate the Employee's employment by giving the Employee one (1) week's notice. During probation, the Employee may terminate their employment by providing the same notice to the employer.

5 - RATES OF PAY AND RELATED MATTERS

5.1 CLASSIFICATIONS

5.1.1 Employees will be employed under a classification as provided in clause 5.

5.2 PAYMENT OF WAGES

5.2.1 Wages will be paid weekly.

5.2.2 Wages will be paid at the end of each pay period into the account nominated by the employee.

5.2.3 Payslips

- (a) Employers must provide each employee with a payslip in accordance with regulation 3.46 and which must specify amongst other things:
 - (i) the Employer; and
 - (ii) the employee's name; and
 - (iii) the period to which the pay slip relates; and
 - (iv) the date on which the payment to which the pay slip relates was made; and
 - (v) the gross amount of the payment; and
 - (vi) the net amount of the payment; and

- (vii) any amount paid to the employee that is a bonus, loading, allowance, penalty rate, incentive-based payment or other separately identifiable entitlement; and
 - (viii) the Australian Business Number (if any) of the employer.
- (b) If an amount is deducted from the gross amount of the payment, the pay slip must also include the name, or the name and number, of the fund or account into which the deduction was paid.
 - (c) If the employee is paid at an hourly rate of pay, the pay slip must also include:
 - (i) the rate of pay for the employee's ordinary hours (however described); and
 - (ii) the number of hours in that period for which the employee was employed at that rate; and
 - (iii) the amount of the payment made at that rate.
 - (d) If the employer is required to make superannuation contributions for the benefit of the employee, the pay slip must also include:
 - (i) the amount of each contribution that the employer made during the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contribution was made; or
 - (ii) the amounts of contributions that the employer is liable to make in relation to the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contributions will be made.
 - (e) In 5.2.3(d) **contributions** does not include a contribution in respect of a defined benefit interest (within the meaning of the *Superannuation Industry (Supervision) Regulations 1994*) in a defined benefit fund (within the meaning of the *Superannuation Industry (Supervision) Act 1993*).

5.3 WAGES

- 5.3.1 The rates of pay and allowances shall increase for all employees on 1 July 2019, 1 July 2020 and 1 July 2021 in accordance with the Wage Price Index, June quarter, for all States, Public Transport.
- 5.3.2 There will be no wages paid below the minimum wage amounts as determined under the Award and to this extent the Employer will reconcile each weekly pay slip to ensure that no employee receives

not less than \$5.00 more than they would have received if they had been paid under the Award.

5.3.3 The wage rate for casual employees is an all-inclusive rate which includes an additional to cover all entitlements to allowances, leave paid leave, paid redundancy and payment in lieu of notice.

5.4 MINIMUM AGREE RATE (Charter)

5.4.1 To allow a known cost of wages when giving quotations in advance for extended tour or overnight charter, a fixed amount will be paid to employees for the duration of the extended tour/charter provided at least 7 hours of work is done on the first and last day of the tour.

5.4.2 An extended tour/charter means a tour/charter which requires the employee to be away for one or more nights. When undertaking an extended tour/charter the driver is responsible for cleaning and maintaining the coach and its associated equipment to a satisfactory standard as determined by management.

5.5 PAYMENT

5.5.1 Drivers who are engaged to drive extended tour/charters and day charters may also be required to drive school buses.

5.5.2 The following rates of pay other than those specifically referred to above shall be as follows:

Hourly Rates

| <u>GRADE</u> | <u>DESCRIPTION</u> | <u>PERMANENT RATE</u> |
|--------------|---|-----------------------|
| | Permanent Mechanic | \$25.77 |
| Grade1 | Permanent Greasers and Cleaners | \$20.51 |
| Grade3 | Permanent school bus driver | \$22.56 |
| Grade 5 | Permanent Route Service / Charter driver (Hrly) | \$24.15 |
| | Permanent Day Charter Rate - Monday – Friday | \$241.50 |
| | Permanent Day Charter Rate - Saturday | \$362.25 |
| | Permanent Day Charter Rate - Sunday | \$483.00 |
| | Permanent day charter rate - Public Holiday | \$603.75 |

5.6 WEEKEND RATES AND PUBLIC HOLIDAYS

Subject to this Agreement Penalty rates shall apply to weekends and public holidays in the same way as they are applied under the Award. In this regard casual employees shall receive an amount equal to 175% of the permanent rate on a Saturday, an amount equal to 225% of the permanent rate on Sundays and on public holidays 275% of the permanent rate.

5.7 ALLOWANCES

- 5.7.1 Any driver who is required to be away from home overnight in the course of duty shall, in addition to all other applicable provisions of this Agreement, be paid an additional allowance of \$14.63 for each night spent away from home. This allowance will be paid in addition to the day charter rates set out in 5.5 above.
- 5.7.2 Employees who work overtime for two or more hours beyond their normal finishing time or before their normal start time, on any shift of five hours or more shall be paid a meal allowance of \$12.69.
- 5.7.3 An employee whose employment necessitates absence from home and who is unable to conveniently return home shall be paid a minimum of eight hours per day Monday to Friday and a minimum of eight hours per day on Saturdays and Sundays plus penalty rates for actual time worked on any such day in accordance with this Agreement.
- 5.7.4 The employer will either reimburse the employee for reasonable costs incurred by the employee when living away from home upon receiving receipts and expense reimbursement form or provide accommodation and all meals.
- 5.7.5 Permanent Employees engaged as Full time Mechanics shall be paid a Tool Allowance of \$20.00 per week.

5.8 SUPERANNUATION

- a) Individual employees have the right to choose their own superannuation fund provided the superannuation fund is an eligible choice fund and is a fund that offers MySuper products or is an exempt public sector scheme or a superannuation fund or scheme which the employee is a defined member of.
- b) If the employee does not choose a superannuation fund, then the Company shall pay the employee's superannuation into complying fund.
- c) Salary Sacrifice for Superannuation
 - (i) Notwithstanding anything contained within this Agreement and the Prescribed Rates set out in Schedule 1 of this Agreement, an employee may elect, subject to the agreement of the company, to sacrifice a

specific amount of their base wage paid under this Agreement to additional superannuation payments.

- (ii) If an Employee elects to sacrifice a specific amount of their base wage to be paid as superannuation, under this clause, the Company will only be obliged to forward the cumulative amount of the sacrificed amount to the employee's designated superannuation fund once every 1 month.
- (iii) Any salary sacrifice arrangement entered into under this clause is subject to taxation and superannuation legislation.
- (iv) Employees are responsible for seeking their own independent financial advice with respect to salary sacrifice arrangements.

6 - HOURS OF WORK AND MEAL BREAKS

6.1 ROSTER ARRANGEMENTS

a) The Employer will make every effort to roster the employee in a manner that is fair and equitable, and which takes into account the preferences of individuals. For example, if the employee has family and/or study commitments, the Employer will attempt to accommodate them. However, rosters must be attended so that the business can operate effectively. This means that the employer may not always be able to accommodate the employee's preferences.

b) Where a rostered meal break cannot be provided, an employee will be provided with a paid crib break of between 15 to 30 minutes to be taken at a reasonable location.

6.2 HOURS OF WORK

6.2.1 Casual Employees will be engaged for work on an hourly basis at any time on any day of the week.

6.2.2 The Employees will be paid a minimum payment for school bus work of 2 hours for each engagement for work undertaken on any day and 3 hours for non school bus work.

6.2.3 When an employee works both a school run and then a charter, the 3-hour minimum payment will form part of the minimum payment required when undertaking school bus work and will be paid at the higher rate for all 3 hours.

6.2.4 The Employee may ask to change the employee's hours, days and times (including breaks and meal times) because of the employee's family

responsibilities. The Employer may agree to such a request, if the operations of the business is not adversely affected.

6.3 ADDITIONAL HOURS

6.3.1 Any work outside the employees' ordinary hours of work is called additional hours.

6.3.2 Where the employee works additional hours the employee will be paid at the employee's hourly rate of pay in accordance with this Agreement.

6.3.3 The employee may refuse to work additional hours in circumstances where such work would result in the employee working unreasonable hours, having regard to:

- Any risk to the employee's health and safety;
- The employee's personal circumstances, including any family responsibilities;
- The needs of the workplace;
- The notice (if any) given by the employer of the additional hours and by the employee of your intention to refuse it;
- Whether any of the additional hours are on a public holiday; and
- The employer's hours of work over the four-week period ending immediately before the employer request you to work additional hours.

6.3.4 An Employee may elect, with the consent of the Company, in writing, to take time off instead of payment of overtime at a time or times agreed with the Company and such time off will be taken on the basis of an hour for each hour of overtime worked.

6.4 MEALS AND REST BREAKS

- a) An employee may be rostered for unpaid meal breaks of between 30 minutes and 60 minutes to be taken at the depot or any other reasonable location. An employee must not be required to work for more than five and a half hours without a break for a meal.
- b) Where a rostered meal break cannot be provided, an employee will be provided with a paid crib break of between 15 and 30 minutes to be taken at any reasonable location.

6.5 ABSENCES

Where practicable the employee must notify the employer of the employee's absences well in advance of the employee's start time, so alternative arrangements can be made if necessary.

7.1 Public Holidays

- (a) Employees are entitled to Public Holidays in accordance with the NES and the Parent Awards.
- (b) Permanent Employees who are ordinarily rostered to work on the day that falls on a public holiday will receive their normal shift payment. Full time Employees who are not ordinarily rostered to work on the day that falls on a public holiday (M-F) will be paid at base rate of pay of 7.6 hours.
- (c) For public holidays the following payments will be made:
 - a. If an employee works on a public holiday, then they are entitled to be paid at a rate of 2 ½ times the base rate of pay for those hours worked by a permanent employee. Casual Employees are entitled to 275% of the base rate for work on a Public holiday.
 - b. If a permanent employee would otherwise have been rostered to work, but for the public holiday, they will receive their normal pay for those ordinary hours they would have worked.

7.2 Personal Leave

7.2.1 Employees are entitled to Personal Leave in accordance with the NES and the Parent Awards.

7.2.2 Leave to deal with Family and Domestic Violence Leave

1. Applies to all employees

2. Definitions

In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or

a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

A reference to a spouse or de facto partner in the definition of family member in clause 0 includes a former spouse or de facto partner.

3. Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (i) the leave is available in full at the start of each 12-32month period of the employee's employment; and
- (ii) the leave does not accumulate from year to year; and
- (iii) is available in full to part-time and casual employees.

Note:

1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.
2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

4. Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

is experiencing family and domestic violence; and needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

5. Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

6. Notice and evidence requirements

Notice

An employee must give their employer notice of the taking of leave by the employee under clause 32 of the Award. The notice:

- i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- ii) must advise the employer of the period, or expected period, of the leave.

Evidence

An employee who has given their employer notice of the taking of leave under clause 32 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 32.40.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

Confidentiality

Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 7.2 is treated confidentially, as far as it is reasonably practicable to do so.

Nothing in clause 7.2 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

Compliance

An employee is not entitled to take family and domestic violence leave under clause 7.2 unless the employee complies with clause 7.2.

7.3 Compassionate Leave

Employees are entitled to Compassionate Leave in accordance with the NES and the Parent Awards.

7.4 Parental Leave

Employees are entitled to Parental Leave in accordance with the NES and the Parent Awards.

7.5 Annual Leave

- (a) Employees are entitled to annual leave in accordance with the NES and the Parent Awards.
- (b) For each year of service with the Company, the employee is entitled to 4 weeks of paid annual leave, or 5 weeks of paid annual leave if the employee is a shift worker as defined in this Agreement.

- (c) Annual leave shall be taken at a mutually agreeable time which best meets the needs of the business; provided that the Company may direct, at its discretion, an employee to take up to 10 days annual leave at any time when the employee has annual leave to their credit of more than 40 days. In this regard this clause is subject to the Annual leave provisions of the Bus Award and Manufacturing Award will apply.

8 – SAFETY AND TRAINING

8.1 WORKPLACE HEALTH AND SAFETY

(a) The employer and the employee agree that a safe and secure workplace is important, and the employer will comply with Work Health and Safety laws. The employer will take all practicable steps to ensure the employee's own safety while at work, and to ensure that no action or inaction by the employee while at work causes harm to any other person. The employee will ensure safety procedures are followed at all times.

(b) The employee is to use the safety and protective equipment, or clothing provided. The employee must ensure that the employee knows the employer's health and safety policies and procedures. The employee will not misuse any equipment, plant or process that is provided to ensure workplace health and safety.

(c) If the employee does not comply with the rules and procedures, disciplinary action may be taken.

(d) The employee will report to management as soon as possible any accidents, incidents or hazards arising during the course of the employee's employment. If the employee's have any concerns in relation to the employee's safety or the safety of others in the company, the employee is to report them to the safety officer or appropriate manager who will take all practicable steps to provide and maintain a safe work environment.

(e) The employee must not smoke in any of the company vehicles, office, driver's room or workshop. It is strictly forbidden to smoke on any job where the public or passengers are present. This includes terminals, schools, or any venue. The employee will not smoke whilst waiting for passengers near a coach.

(f) The employee must not consume alcohol or alcohol substances, or any other substance which impairs or is likely to impart the employee's ability to carry out the employee's duties under this Agreement at any time at the employee's place of work or on or in any property (including vehicles) owned by the employer. The employee will not consume alcohol whilst in uniform or a mixture of uniform and other clothing which causes a Driver to be identified as an employee of this Company. The employee will not commence duty with anything other than a zero-blood alcohol reading.

(g) To do so will result in instant dismissal.

(h) The employee must advise the employer of any medication (prescribed or otherwise) which the employee is taking, and which may in any way affect the performance of the employee's duties under this Agreement.

8.2 TRAINING

(a) Any time that is occupied by an employee at the direction of the Company or its representative, for training, including but not limited to learning the Company's policy and procedures, all relevant routes, timetables and other routines, shall be paid as follows:

- a. During an induction / familiarization period at the same rate applicable under Grade 1 of the Bus Award, payable upon the completion of first shift, and
- b. During any other period during their employment at the prescribed rate i.e. single time Monday to Friday, time and half for Saturday and double time for Sunday for permanent employees.
- c.

8.3 LOSS OF LICENCE AND FINES

(a) The employee will be required to provide proof of licence and accreditation on request from the employer and this may be required at any time at the employer's discretion. The employee will report any loss of licence or accreditation immediately.

(b) The employee will not be asked or expected to breach any State or Federal Law. The employer will not pay any speeding fines. The employer will pay other infringements which may have occurred beyond the employee's control.

8.4 CONDITIONS

(a) Accommodation for drivers on extended tours/charters will be clean and comfortable and comparable with the standards available. The employee will not be expected to share rooms or dormitories with passengers except in extreme circumstances where all other avenues have been explored.

(b) The employer will give the employee written or verbal permission if the employer is of the view that such permission will not harm the employer's business or effect the employee's ability to carry out work for the employer or effect any matters in this Agreement.

8.5 PROPERTY OF THE BUSINESS

The employees must take all reasonable care in using the employer's property.

On termination of the employee's employment or upon request, the employee must return in good condition (subject to fair wear and tear) any property in the employee's possession belonging to the employer.

8.6 CONFIDENTIAL INFORMATION

Confidential information includes all transactions, records and information pertaining to the business and any other information which the employer advise is confidential.

The employee must not disclose any confidential information to any person, firm, company or other body, unless previously and expressly authorised in writing by the employer.

The employee will not use or attempt to use any confidential information in any manner and for any purpose other than the purpose of the business.

8.7 DRUG AND ALCOHOL TESTING

The employer may carry out random drug and alcohol testing of employees. The employee will agree to the release of the test results to the employer.

9 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

1. Employee may request change in working arrangements

Clause 9 applies where an employee has made a request for a change in working arrangements under s.65 of the Act.

Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 9 is an addition to s.65. of the Award.

2. Responding to the request

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

(a) the needs of the employee arising from their circumstances;

(b) the consequences for the employee if changes in working arrangements are not made; and

(c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

3. What the written response must include if the employer refuses the request

Clause 9.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 9.2.

(a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

(b) If the employer and employee could not agree on a change in working arrangements under clause 9.2, the written response under s.65(4) must:

(i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and

(ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

4. What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 9.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

5. Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 9, can be dealt with under clause 3.4—Dispute Resolution.

Signatories

This Agreement is made at [insert location] on this the [insert] day of [insert] 2019.

SIGNED on behalf of Swan Hill Bus Lines Pty Ltd:

Full Name:

Position:

Address:

Date:

The above person is authorised to sign this Agreement on behalf of the Employees for the following reason/s:

SIGNED on behalf of Swan Hill Bus Lines Pty Ltd Employees:

Full Name:

Position:

Address:

Date:

The above person is authorised to sign this Agreement on behalf of the employees for the following reason/s:

SCHEDULE 1

CLASSIFICATION STRUCTURE

S1 EMPLOYEES ENGAGED ON CHARTERS AND TOURS

Employees engaged on Charters and Tours where they are required to be away from home overnight, either interstate or intrastate, provided that at least 7 hours of duty is completed on the first day and last day of the tour, will be paid a day rate of 10 hours per day, irrespective of the hours worked. If the first and /or last day of the tour does not exceed 7 hours, payment for the respective day will be for the actual hours worked.

S2 EMPLOYEES ENGAGED ON TWO UP DRIVING OPERATIONS

Employees engaged on Two Driver operation shall be paid for each hour of coach operation only. (Includes – driving, occupying sleeper cab and cleaning).

S3 EMPLOYEES ENGAGED ON SCHOOL BUS OPERATION

Employees engaged on School Bus operations shall be paid a minimum of two hours as per this Agreement.

S4 EMPLOYEES ENGAGED AS MECHANICS

As defined in the Manufacturers Award

S5 CLEANERS AND REFUELERS AND YARDPERSONS

As defined in the PVTA Bus Award as part of the Grade 1 classification.