

**SWAN HILL BUS LINES (VICTORIA) ENTERPRISE AGREEMENT
2019**

Between:
Swan Hill Bus Lines Proprietary Limited
(Company)

And:
Employees of the Company
(Employees)

1. Title

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

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3. Application and Scope of the Agreement

3.1 This Agreement applies to employees of Swan Hill Bus Lines Proprietary Limited ABN 29 004 651 709, in Victoria and whose classifications are listed in clause 8.1 of this Agreement.

3.2 This Agreement is binding on:

- (a) the employer;
- (b) the employees referred to in clause 3.1.

3.3 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.

4. No Extra Claims

4.1 The parties agree that no extra claims shall be made by the other party regarding any wages, allowances or conditions of employment during the nominated life of this Agreement specified in clause 5, unless:

- (a) there is a change in the duties to be performed under any classification referred to in clause 8.1 of this Agreement; or
- (b) the Fair Work Commission increases allowances in the **Passenger Vehicle Transportation Award 2010 (PVTA)** and the **Retail Award 2010 (Vehicle Manufacturing Award)**, collectively referred to as "The Parent Awards".

4.2 The parties agree that an event covered by clause 4.1(a) or 4.1(b) will take effect at a time and in a manner required by the Fair Work Commission.

5. Date and Period of Operation

5.1 This Agreement shall come into operation on the date 7 days after the approval by the Fair Work Commission and will have a nominal expiry date of 30 June 2022.

6. Relationship to Parent Awards

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

6.2 To avoid any doubt, 'Parent Awards' for the purposes of this Agreement refers to the Passenger Vehicle Transportation Award 2010 (PVTA) and the Vehicle Manufacturing Repair, Services and Retail Award 2010 (Vehicle Manufacturing Award).

6.3 More specifically the following clauses in the PVTA shall apply:

- (i) Clause 11 – Termination of Employment
- (ii) Clause 15 – Allowances
- (iii) Clause 21.5 – Waiting Time
- (iv) Clause 24 – Annual Leave
- (v) Clause 25 – Personal/ carers Leave
- (vi) Clause 26 – Community Service leave
- (vii) Clause 28. – Leave to deal with Family and Domestic Violence
- (viii) Clause 23A – Request for flexible working arrangements
- (vii) Clause 10.6 – Request for casual conversion to Full time or Part time

6.4 More specifically the following clauses in the Vehicle Manufacturing Award will apply:

- (i) Clause 17 – Termination of Employment
- (ii) Clause 19 – Allowances
- (iii) Clause 29 – Annual Leave
- (iv) Clause 30 – Personal/ carers Leave
- (v) Clause 31 – Community Service leave
- (vi) Clause 32A. – Leave to deal with Family and Domestic Violence
- (vii) Clause 28A – Request for flexible working arrangements
- (viii) Clause 13.3 – Request for casual conversion to Full time or Part time

6.5 Notwithstanding clauses 6.3 and 6.4 above any clause in this Agreement may vary the terms and conditions above referred which shall take precedence over the Parent Award.

7. Allowances

7.1 The allowances in the Parent Awards not excluded under clause 6 and which allowances are not covered by this Agreement, take effect at a time and in the manner provided for and calculated in the Parent Award.

7.2 The special allowance rates provided for under clause 23 of this Agreement will move at the same time as the allowances under the Parent Awards but will be based on the percentage movement in accordance with the Wage Price Index.

8. Classification of Employee and Current Pay Scales

8.1 The following definitions apply for the purposes of this Agreement:

“Mechanic” refers to the equivalent qualifications and skills pursuant to the Vehicle Manufacturing Award .

“Grade 1” refers to those employees engaged in various activities not involving the driving of a passenger vehicle including cleaning, greasing on passenger vehicles engaged on Government contracts.

“Grade 3” refers to employees with skills of Grade 2 and 3 under the PVTA and includes those engaged in driving passenger vehicles carrying school children to and/or from school and includes special education school services and day charter.

“Grade 5” refers to employees with skills of Grade 4 and 5 under the PVTA and includes those engaged in driving passenger vehicles carrying passengers on a specified route which operates regularly between fixed termini and/or driving a passenger vehicle on extended trips and who may be required to deliver descriptive commentary and/or be absent overnight from his or her place of residence.

8.2 The minimum hourly base wage rates of pay and day rates where applicable for a full-time adult and part time employees on commencement of this Agreement are set out below in clause 8.5. A day rate will apply in the circumstances of an overnight charter as it 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 is 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.

8.3 A casual employee while working ordinary hours must be paid at the minimum hourly base rate of pay 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.

Item	Classification	Rate
	Permanent Mechanic	25.7700
Grade 1	Permanent Greasers, Cleaners/Bowser Attendants,	20.5050
Grade 3	Permanent School Bus Drivers	26.1395
Grade 5	Regular Permanent Service Drivers	27.8237
	Permanent Day Charter rate (M-F)	278.24
	Permanent Day Charter rate (Saturday)	417.35
	Permanent Day Charter rate (Sunday)	556.47
	Permanent Day Charter rate (Public holiday)	695.59
	Permanent Chaperone	26.92

- 8.4 The rates of pay and allowances shall increase for employees referred to in this Agreement on 1 July 2019, 1 July 2020 and 1 July 2021 in accordance with the Wage Price Index, March quarter, for all States, Public Transport.
- 8.5 The Employer will acknowledge and honour all Employee rates currently higher than the prescribed rate. All rates higher than the prescribed rates at the commencement of the agreement will not be entitled to increases as detailed in clause 8.4. Higher rates will remain stagnant until such time that the prescribed rates increase to meet the current higher rates.
- 8.6 The 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 is 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.

9. Shift Allowance

- 9.1 Subject to this EA all employees who work before 6.00 am or after 7.00 pm must be paid an additional 15% of their base rate of pay for each hour worked between 7.00pm and 6.00am. This additional penalty rate does not apply for any time

worked where an employee has an entitlement to a higher rate, penalty or loading such as overtime, or rates for work on a public holiday, Saturday or Sunday.

10. Public Holidays

10.1 An employee other than a casual shall be entitled to holidays on the following days:

- (a)** New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day;
- (b)** The following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day; and
- (c)** One other day to be as Melbourne Cup Day in the metropolitan area only. If Melbourne Cup Day is a gazetted holiday in other areas, then clause 11.1(d) applies.
- (d)** Public holidays, other than those referred to above, in Victoria, shall constitute additional holidays for the purpose of this Agreement.

10.2 Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.

10.3 Substitute holidays

- (a)** When Christmas Day is a Saturday or a Sunday, a holiday instead will be observed on the substitute day prescribed in Victoria. In relation to full-time employees whose ordinary hours are regularly rostered to be worked on a Saturday or Sunday, when substitution occurs because Christmas Day falls on a weekend, ordinary hours worked on 25 December will be paid in accordance with clause 10.7 of this Agreement for a full day's work and the employee will also be entitled to the benefits of the substituted public holiday.
- (b)** By agreement between the employer and an employee or a majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any prescribed days.
- (c)** Any agreement made pursuant to clause 10.3(b) will be recorded in writing and made available to each affected employee.

10.4 Absence before or after a public holiday

An employee who fails to attend for work without reasonable excuse, as defined under the NES on the working day before and/or after any public holiday will not be entitled to be paid for that public holiday.

10.5 Notwithstanding clause 10.1, such employees who are rostered by the employer to work on a day that falls on a public holiday are required to work on that day.

10.6 The following payment rules will apply for employees who do not work on a public holiday:

- (a) Employees who are ordinarily rostered to work on the day that falls on a public holiday will receive their normal shift payment.
- (b) Full time Employees who are not ordinarily rostered to work on the day that falls on a public holiday (M-F) will be paid 7.6 hours.

10.7 The following payment rules will apply for any employees who work on a public holiday:

- (a) For public holidays, the following payments will be made:
 - (i) If an employee works on a public holiday, then they are entitled to be paid, subject to clause 21.1 (d) at a rate of 2 ½ of the prescribed rate of pay for those hours worked

11. Settlement of Disputes

11.1 Clause 11 sets out the procedures to be followed if a dispute arises about a matter under this EA or in relation to the NES.

11.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

11.3 If the dispute is not resolved through discussion as mentioned in clause 11.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

11.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 11.2 and 11.3, a party to the dispute may refer it to the Fair Work Commission.

11.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

11.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.

11.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 11.

11.8 While procedures are being followed under clause 11 in relation to a dispute:

- (i) work must continue in accordance with this award and the Act, and
- (ii) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

11.9 Clause 11.8 is subject to any applicable work health and safety legislation.

12. Salary Sacrifice

12.1 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.

12.2 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.

12.3 Any salary sacrifice arrangement entered under this clause is subject to taxation and superannuation legislation.

12.4 Employees are responsible for seeking their own independent financial advice with respect to salary sacrifice arrangements.

13. Training

13. Notwithstanding other provisions in this Agreement 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:

- (i) During an induction / familiarization period at the commencement of employment same rate applicable under the Parent Award, for such induction or familiarization, payable upon the completion of first shift, and
- (ii) 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.

14. National Employment Standards

14.1 It is a term of this Agreement that the employees covered by this Agreement shall have their conditions maintained to not less than those prescribed in the National Employment Standards (NES) as amended from time to time. 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.

14.2 For the purposes of Division 6 of the NES, this Agreement defines a shift worker as an employee who is a seven-day shiftworker who is regularly rostered to work on Sundays and public holidays.

14.3 Employees described as shift workers in the Agreement accrue an extra (fifth) week of annual leave in accordance with the NES. To avoid any doubt, an employee under this clause does not include an employee who:

- (a) volunteers to work on Sundays or public holidays; or
- (b) works on a roster which involves ordinary working time on any day of the week, and who is rostered to work on Sundays or public holidays, but only from time to time.

15. Employee Flexibility

15.1 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 15.1(a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

15.2 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.

15.3 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.

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

15.5 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.

16. Consultation

16.1 This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organization, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on employees of the enterprise; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

16.2 For a major change referred to in clause 16.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 16.3 to 16.9 apply.

16.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

16.4 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;
- (c) the employer must recognize the representative.

16.5 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.

16.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

16.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

16.8 If a term in this Agreement provides for a major change to production, program, organization, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 16.2, 16.3 and 16.5 are taken not to apply.

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

- (a) the termination of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of the employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) material alteration of hours of work; or
- (e) the need to train employees in new skills because of a major change in the skills to be required of employees; or

- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

16.10 For a change referred to in clause 16.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 16.11 to 16.15 apply.

16.11 The relevant employees may appoint a representative(s) for the purposes of the procedures in this term.

16.12 If:

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

the employer must recognize the representative.

16.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion, provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

16.14 However, the employee is not required to disclose confidential commercially sensitive information to the relevant employees.

16.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

16.16 In this term:

relevant employees mean the employees who may be affected by changes specified in subclause 16.1.

17. Meal Breaks

17.1 No employee shall be required or permitted to be on duty for more than five and a half hours without including a meal break of not less than 30 minutes nor:

- (a) more than one hour in any spread of nine hours or less;

For the avoidance of any doubt, for the purposes of this clause, 'spread' means the time from when a driver sign-on to commence work until they sign-off.

17.2 This meal break must be taken after no more than 5.5 hours work.

17.5 Except for charter and tour bus drivers, no employee shall be given a meal break in excess of one hour unless such employee is able to conveniently return to their employer's garage, depot or workshop, or is provided by the employer with proper alternative facilities for rest and refreshment.

17.6 In regard, to yard staff, greasers and cleaners, no employee shall be required to be on duty for more than 5.5 hours without a meal break. All such employees shall be given a meal break of not less than 30 minutes, nor more than 60 minutes.

17.7 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.

17.8 An unpaid break between a broken shift will be greater than 60 minutes between the two portions of work.

18. Part-time Employees

18.1 The employer will provide employees the option to elect to transition from full-time employment to permanent part-time employment. This election will be on a purely voluntary basis and subject to mutual agreement between the employee and the employer.

18.2 The minimum engagement for a part-time employee shall be 3 hours each day.

18.3 Before commencing part-time employment, the employer and the employee must agree upon:

- (a) the usual hours to be worked by the employee (which cannot be less than those contained in clause 18.2 of this Agreement), the days upon which they will be worked and the start and finishing times for the work; and

(b) the classification applying to the work being performed.

The terms of the agreement and any agreed variation to it must be in writing and retained by the employer. A copy of the agreement and any variation to it must be provided to the employee.

18.4 By mutual agreement, the agreed set weekly hours may be varied to enable the employee to accept any extra duties that may be offered from time to time. This agreed additional time shall be paid as ordinary time up to a total of 38 hours per week or 10 hours per day as per this Agreement.

18.6 Drivers who elect to transition to permanent part-time employment must be paid per hour 1/38th of the weekly rate prescribed by clause 8 and will continue to accrue all paid leave entitlements on a pro-rata basis, and Service Grants will also continue to be paid as had been done whilst the employee was a full-time employee.

18.7 Part-time employment will not be used to reduce rostered hours for a full-time employee, or to reduce overtime available to full-time employees.

18.8 The introduction of the part-time classification is not intended, nor to be used to reduce full-time shifts or opportunities for overtime.

18.9 The provisions relating to the right to request casual conversion which are included into the Parent Awards shall also apply to this Agreement.

18.10 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 student 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 rate entitlement. By agreement the Company and the employee can agree to annualise the wages for such an employee.

19. Contract of Employment

19.1 An employee shall be engaged either as a full time, part time or a casual employee. Unless specifically engaged and paid as such as a casual, the employee shall be deemed to be and shall be paid as a full-time or part-time employee.

19.2 An employee shall be allotted a classification upon being engaged, which shall not be varied unless a week's notice of such intention has been given by the employer.

19.3 If an employee (other than a casual employee) is required to report for duty and does, the employee shall receive a minimum of four hours work or payment at the appropriate rate if a permanent employee and three hours if a part time employee.

19.4 In addition to the provisions of this clause an employee holding a driver's certificate issued by the road traffic authority who is required to drive a school bus regularly shall, irrespective as to whether such driving is part-time only, be classified as a School Bus Driver

19.5 An employer 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 structure of this Agreement, provided that such duties are not designed to promote de-skilling.

19.6 An employer 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 trained in the use of such tools and equipment.

19.7 Any direction issued by an employer pursuant to clauses 19.5 and 19.6 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

19.8 Where an employee is required to give change, an adequate amount shall be supplied by the employer. All monies collected shall be reconciled and handed over no more than on a weekly basis in each work period.

19.9 Where required by the Company, a driver's duties shall include minor repairs such as changing tail lights, and each driver shall be ready, willing and able to perform minor roadside repairs. Drivers may also be required to perform other incidental or peripheral duties such as cleaning buses.

19.10 The Company may direct an employee to carry out such duties as are within the employee's limits of skill, competence or training.

20. 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 sees 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 clause 20 (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 complaint.
- (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.

21. Casual Employees

21.1 Regular service drivers, Charter drivers, Cleaners and Degreasers

- (a) A casual employee shall perform a minimum of three hours work and shall receive payment any day.
- (b) A start shall mean the commencement of work for the day and each resumption of work after a break on any day except a break for a meal interval as provided in this Agreement.

- (c) For all work performed on Monday to Friday inclusive a casual employee shall receive the current rate prescribed in this Agreement plus the additional casual loading referred to in this Agreement.
- (d) Work performed on Saturdays and Sundays shall be paid for at the rate prescribed in clause 8 of 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.

21.2 School bus drivers

- (a) A casual employed solely to transport school children to and from school shall receive a minimum of two hours work and receive payment for such for each start at work on any day Monday to Friday inclusive.
- (b) A start at work shall mean the commencement of work for the day and each resumption of work after a break on any day except a break for meal interval.
- (c) For all hours worked after any start at work on any day a casual employee shall receive an hourly rate equal to 125% of the rate prescribed in clause 8 of this Agreement.
- (d) Casual employees shall be booked off at the place where they were engaged for work.

22. Service Grants

22.1 All employees currently receiving, at the commencement of the Agreement, a Continuous Service Grant, will be entitled to continue to receive service grants for each week of work based upon their current service grant as recommended by the Bus Association of Victoria.

22.2 Other than set out above, service grants shall not apply.

23. Special Allowances

23.1 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 rates set out in 8.4.

23.2 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.

23.3 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 clause 25 of this Agreement.

23.4 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.

23.5 Permanent Employees engaged as Full time Mechanics shall be paid a Tool Allowance of \$20.00 per week.

24. Hours of Work

24.1 The ordinary hours of work for full time employees and employees who have transitioned to become part time employees under clause 21 shall be 38 per week and shall not exceed 38 hours on up to 5 days within a work cycle.

24.2 For the purposes of this Agreement, a work cycle is defined as Monday to Sunday. A shift worker, as defined in clause 14.2 of this Agreement, may be rostered up to 5 days inside this work cycle, inclusive of rostered overtime. The rostered five days may include Saturdays, Sundays and public holidays.

24.3 A non-shift worker, i.e. a worker who works a 5/5 roster, is rostered to work Monday to Friday, inclusive of rostered overtime. Saturday, Sunday and public holidays are voluntary overtime.

24.4 Ordinary hours, exclusive of meal breaks, shall be worked continuously and shall not be less than 38 hours in a week or no more than 10 hours on any day.

24.5 An employee who works at least 7 hours in a day on charter shall be paid at the day charter rate as set out in clause 8 above.

24.6 Where an employee works rostered hours on a Saturday, Sunday or public holidays that time will be counted as part of the 38 hours of work per week.

25 Rosters

25.1 Regular service drivers

(a) All work shall be included in a roster decided by the employer, except as otherwise provided by agreement.

(b) The roster shall show the starting and finishing times and the meal breaks of each day or shift and the two rostered days off in each week.

- (c) Reasonable starting and finishing times shall be allowed and paid for, for all employees who are required to service vehicles and/or prepare tickets, ticket machines, journals, change, returns etc.
- (d) The employer shall display the roster or rosters in a prominent position accessible to each employee in the depot or garage.
- (e) Other than to meet an emergency before a new roster operates it shall be displayed for inspection for a period of not less than seven days.

25.2 Charter bus drivers

- (a) The employer shall, not later than 12 noon on Thursday in each week, post a roster in a prominent position accessible to each employee showing each employee's two rostered off days in the next succeeding week.

25.3 All drivers

- (a) An employee shall have a continuous break between the completion of a shift and the commencement of the next regular starting time as required by the National Fatigue Hours.
- (b) The hours of a day's work as hereinbefore provided shall be continuous except for a meal break.

25.4 Greasers and cleaners

- (a) Time and a Half shall be the rate prescribed for work performed on a Saturday. Double time shall be the rate prescribed for work performed on a Sunday.

26. Overtime

26.1 Subject to clause 26.2 an employer may require an employee to work reasonable overtime at overtime rates.

26.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the notice (if any) given by the employer of the overtime, and by the employee of his or her intention to refuse it, and
- (d) any other relevant matter.

26.3 An employee will be paid overtime for any work outside of his or her rostered ordinary hours of work for the day. Overtime paid under this clause shall be calculated on a daily basis and shall stand alone.

26.4 Overtime will be paid at the following rates:

- (a) On Monday to Friday, time and one half for the first three hours and double time thereafter.
- (b) On Saturday time and half for all hours performed and double time on Sunday. Note that where an employee is entitled to overtime loadings and weekend penalties the higher rate shall apply and which shall not be cumulative.

26.5 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.

26.6 Overtime rates for casual employees where applicable shall be 175% of the prescribed permanent rate for the first three hours and thereafter at a rate equal to 225% of the prescribed permanent rate.

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 Comapny 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:
