

Sapphire Coast Buslines

FAIR WORK AGREEMENT 2020

Enterprise Agreement
September 2020

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1. APPLICATION & SCOPE

1.1 Title of this Agreement

The Enterprise Agreement (EA) will be known as Sapphire Coast Buslines Fair Work Agreement 2020.

1.2 Coverage

This EA covers:

- a) Sapphire Coast Buslines Pty Ltd in the State of NSW, (**The Employer**).
- b) Persons employed wholly or principally by the Employer as Bus Drivers, (**Employees**).

1.3 Date and Period of Operation

- a) This EA shall take effect 7 days after the date of approval by the Fair Work Commission (FWC).
- b) The Nominal Expiry date of this EA is 30 June 2024.

1.4 Application and Scope of the Agreement

- a) This Agreement shall apply to all employees who are employed wholly or principally by the company as bus drivers providing services under a Rural and Regional Bus Industry Contract.
- b) The Employer will issue a letter of appointment to new employees to whom this Agreement applies confirming the status of their employment.
- c) This Agreement shall replace and rescind all other agreements relating to the terms and conditions of employment and is conditional upon approval under The Act.
- d) This Agreement operates to the exclusion of any other industrial instrument that might otherwise apply including but not limited to any modern award or transitional instrument.
- e) The NES shall apply to this Agreement.

1.5 Definitions

For the purpose of this EA the following definitions shall be adopted:

“Allowances” mean the Monetary Rates, (Table 2 – Other Rates and Allowances) set out in Schedule 1 hereto.

“Award” shall mean the *Passenger Vehicle Transportation Award 2020* or any Award that may succeed it.

“Away Charters” means a charter 2 days or more in duration.

“Broken Shift” means a shift with a spread of hours permitted under the relevant driving hours’ legislation and with an unpaid break of greater than 60 minutes between the two portions of work or engagement.

“Casual Employee” means a person employed wholly or principally as a Bus Driver who would be classified no higher than Grade 4 under the Award, who is engaged by the hour and paid for all time worked to the nearest minute.

“Driving Hours” mean the national or state regulations that apply to bus driving hours applicable at the time.

“EA” means this Enterprise Agreement.

“Employees” mean persons employed wholly or principally as Bus Drivers who would be classified no higher than Grade 4 under the Award, who work under the direction of the Employer and receive payment within the terms of this EA and who are parties thereto.

“The Employer” shall mean Sapphire Coast Buslines

“Engagement” means the daily work for a bus driver and includes a straight shift or each part of a broken shift.

“FWC” means the Fair Work Commission.

“Meal Break” means an unpaid meal break not less than 30 minutes but no greater than 60 minutes, taken at the depot or other suitable location.

“NES” means the National Employment Standards.

“Prescribed Rates” means the Monetary Rates, set out in Schedule 1 clause 12 hereto.

“Gazetted Local Public Holiday” means a day declared a public holiday by operation of section 5, Public Holidays Act 2010 (NSW).

“Shift” means a Straight Shift or a Broken Shift.

“Special Hiring” means a charter or other work that is offered to and voluntarily accepted by an employee and that does not form part of an employee’s regular roster.

“Straight Shift” shall mean a shift permitted under driving hours’ legislation.

“The Act” shall mean the Fair Work Act (Cth) 2009.

“Waiting Time” means time, excluding meal breaks, 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.

1.6 No Extra Claims

The Employer and Employees agree that no extra claims shall be made in regard to any wages and allowances or conditions of employment during the nominal term of this EA.

1.7 Flexibility

- a) The employer and the employee may agree to make an individual flexibility arrangement to vary the effect of terms of the EA if:
 - (i) the agreement deals with one or more of the following matters:
 1. arrangements about when work is performed;
 2. overtime rates;
 3. penalty rates;
 4. allowances;
 5. leave loading; and
 - b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (1); and
 - c) the arrangement is genuinely agreed to by the employer and employee.
- d) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Act; and
 - (ii) are not unlawful terms under section 194 of the Act; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- e) The employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the employer and the employee; and
 - (iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 1. the terms of the enterprise agreement that will be varied by the arrangement; and
 2. how the arrangement will vary the effect of the terms; and
 3. 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
 4. states the day on which the arrangement commences.
- f) The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- g) The Employer or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and employee agree in writing – at any time.

2. TYPES OF EMPLOYMENT

2.1 Casual Employees

- a) Casual Employees shall be paid at the rate prescribed in this Agreement for full time employees, calculated on an hourly basis, plus a loading of:
 - (i) **24.58%** for all time worked as ordinary hours on a Monday to Friday, and
 - (ii) **15%** for all time worked either as overtime, as defined in clause 4.1g(ii), or all time worked on a Saturday and Sunday and Public Holiday.
- b) Casual employees are not entitled to any paid leave entitlements (other than long service leave), or payments for public holidays not worked, notice on termination or payment for redundancy. The casual rate of pay for drivers includes a casual loading that compensates for these entitlements.
- c) Casual employees have a right to request that their employment be converted to full-time or part-time employment in line with provisions in the Award.

2.2 Part-Time Employees

- a) Part Time Employees may be employed on a permanent basis to work regular days and regular hours less than 38 hours per week, provided that:
 - (i) The set weekly hours for such an employee shall be determined upon the employee initially commencing employment and shall be set out in writing; provided that by mutual agreement, the hours may be varied to enable the employee to accept any extra duties that may be offered from time to time. Where a part-time employee agrees to perform additional duty then such duty will stand alone and count towards the ordinary hours of duty for that week.
 - (ii) Additional duty, other than that agreed by mutual agreement in accordance with subclause (i) will be subject to overtime rates.
 - (iii) Notwithstanding subclauses (i) and (ii) of this clause a minimum of three hours per day shall be paid in accordance with clause 12.1 to such an employee.
 - (iv) The spread of ordinary hours allowable for such employees shall be as set out in clause 3.1 (Hours of Employment).

- (v) The rate of pay of such employees shall be calculated on the basis of an hourly rate equal to the appropriate rate of pay as set out in the EA and divided by 38.
- (vi) Part-time employees shall attract a pro rata entitlement to:
 - 1. annual leave;
 - 2. annual leave loading;
 - 3. personal leave;
 - 4. carer's leave
 - 5. compassionate leave;
 - 6. long service leave; and
 - 7. public holidays that fall on their normal rostered working day during the school term.

2.3 Full-Time Employees

- a) Full-time employees are engaged to work an average of 38 hours a week.
- b) Full-time employees must receive a minimum payment of 4 hours for each shift/day engaged.

2.4 Rostered Days Off (Full-Time Employees)

- a) All full-time employees shall be rostered days off in accordance with the National Driving hours.
- b) Where an employee is required to work on any day rostered off, time worked thereon shall stand alone and shall be paid for at the rate of double time if worked on a Sunday, or at the rate time and a half if worked on any other day.
- c) An employee required to work on any day rostered off shall be guaranteed and/or paid for not less than four hours work at the appropriate rate.
- d) This clause operates in substitution for any other penalties that apply to any work on a Rostered Day Off.

2.5 Driver Duties and Mixed Functions

- a) Where required by the Employer, a driver's duties shall include:
 - (i) Collecting fares, issuing tickets, and checking bus passes and concession passes.
 - (ii) Cleaning buses, pre and post departure checks and refuelling.
 - (iii) Minor repairs such as changing taillights, and being ready, willing, and able to perform minor roadside repairs.
- b) The Employer may direct an employee to carry out such duties as are within the employee's limits of skill, competence, or training.

- c) The Employer may require an employee, and the employee will agree, to submit to a medical examination upon engagement and periodically thereafter at the discretion of the employer, provided that the reason for such medical examination is to ensure that the employee is able to undertake the inherent requirements of their employment.

3. HOURS OF WORK

3.1 Hours of Employment

- a) The ordinary hours of work, exclusive of mealtimes, shall not exceed 38 hours per week.
- b) Ordinary hours shall be worked on one of the following basis:
 - (i) 38 hours to be worked within a working week not exceeding seven consecutive days, allowing working hours to be reduced by minutes per day or hours per week; or
 - (ii) Two weeks' worth of working hours (i.e. 76 hours) to be worked within a working fortnight over 14 consecutive days; or
 - (iii) Three weeks' worth of working hours (i.e. 114 hours) to be worked within a work cycle not exceeding 21 consecutive days; or
 - (iv) Four weeks' worth of working hours (i.e. 152 hours) to be worked within a work cycle not exceeding 28 days.
- c) The Employer shall determine the method of implementation of reduced working hours. Different methods of implementation may occur and may even differ from employee to employee.
- d) The ordinary weekly hours shall be worked in four or five days, Monday to Friday inclusive. Where a four or five-day week is worked, the ordinary hours of rostered shifts shall be limited to ten hours of any shift of such week.
- e) Employees may be permitted to interchange work to meet their personal needs, provided that such change is with the consent of the Employer.
- f) Payments shall be made for each shift at the rate applicable to the day on which the major portion of the work is performed.

3.2 Weekend Work

- a) All time worked on Saturday shall be paid for at the rate of time and one-half. An employee called upon to work on a Saturday shall be guaranteed and/or paid for not less than four hours work for the day at the appropriate rate as set out in clause 12.1.

- b) All time worked on Sunday shall be paid at the rate of double time. An employee called upon to work on a Sunday shall be guaranteed and/or paid for not less than four hours work for the day at the appropriate rate as set out in clause 12.1.

3.3 Rest Breaks

- 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 Driving Hours.
- b) There shall be such flexibility in meal and crib breaks in regard to special hiring, charters, relief duties, straight shifts and/or broken shifts as is reasonably necessary to assist rostering.
- c) The times for taking meal and crib breaks shall be consistent with National Driving Hours Legislation:
 - (i) An unpaid meal break shall be not less than 30 minutes and shall not exceed one hour.
 - (ii) A crib break shall be not less than 15 minutes and up to 30 minutes and shall be paid as time worked. This does not affect the calculation of driving hours under national fatigue laws, where a paid crib break is counted as rest time.
 - (iii) No duties shall be performed by an employee during his/her meal or crib break.
 - (iv) An employee required to take a meal or crib break away from his/her depot, where no suitable toilet facilities are provided, shall be paid an allowance as set out in Item 6 of clause 12.2.

3.4 Waiting Time

- a) An employee engaged on a single day charter may have a rostered shift divided into 2 working periods with no requirement to return to the depot during the rostered shift.
- b) The driver will be paid waiting time at a rate of 50% of the minimum hourly rate plus any applicable penalty or loading.
- c) Paid waiting time will not be taken into account when calculating overtime.

3.5 Fixing Times

- a) The Employer shall fix the starting and finishing time of each employee for each shift and also shall show all work to be performed during the shift and shall be communicated clearly to the Employees

- b) Once fixed, the start and finish time shall not be altered unless Employees have been given at least 24 hours' notice, unless a lesser period of time:
 - (i) Has been agreed to by the Employer and employee, or
 - (ii) Is needed due driver illness or other unforeseen circumstances.

4. WAGES & ALLOWANCES

4.1 Rates of Pay

- a) Full Time Employees – The wages and allowances of full-time employees are set out in clause 12.1 and clause 12.2 and no other wages or allowances shall apply.
- b) New Employees - Newly employed driver shall be paid a provisional wage rate as set out in clause 12.3 until they have completed training including induction training and learning the route/s. Training/induction period will be for all classroom based training and any on road shift training where employee is not solo for a period of up to 6 weeks. During this training/induction period, no newly employed driver shall be required to work before 6:00am or after 7:00pm. If a newly employed driver works before 6:00am or after 7:00pm, they will be entitled to the full wage rates set out in 12.1 of this Agreement.
- c) All rates of pay are set out in clause 12 Schedule 1 Monetary Rates.
- d) Allowances:
 - (i) An employee employed for four hours or more per day on a route or school service; working both morning and afternoon parts of a broken shift, and who is called upon to collect fares or to check and validate passes, tickets or boardings shall be paid an allowance, as set out in Item 1 of clause 12.2.
 - (ii) An employee employed for only one part of a broken shift on a route or school service and who is called upon to collect fares or to check and validate passes, tickets or boardings shall be paid an allowance, as set out in Item 2 of clause 12.2.
 - (iii) The allowances outlined in 4.1d)(i) and (ii) do not apply to newly employed drivers until they have completed training.
 - (iv) An employee who drives an articulated bus shall be paid an allowance per engagement as set out in Item 3 of clause 12.2.
 - (v) An employee who has been trained to provide first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance or similar body, and who has been appointed by the employer as a first aid officer, shall be paid a weekly allowance, as set out in Item 4 of clause 12.2.

- e) All rates of pay and allowances set out above shall increase on the first full pay periods after 1 September 2021, 1 September 2022 and 1 September 2023 in accordance with the percentage increase in the previous ABS June quarterly Wage Price Index, total hourly rates of pay, excluding bonuses; Private, Public Transport, Postal and Warehousing A26033469T or such equivalent wage index that may replace the above index as referred to in any Bus Service Contract held between the Employer and the New South Wales Government.
- f) It is the intention of the parties that the over-award payments contained in this EA are used to offset any Award conditions additional to this EA and to absorb wage increases provided for by the Fair Work Commission during the life of the EA.
- g) Notwithstanding the above and subject to the Special Hiring clause, employees shall be paid as set out in clause 12 and in the following manner:
 - (i) Monday to Friday – casual employees shall be engaged by the hour and paid for all time worked to the nearest minute, with a minimum payment that is equal to three hours at Award rates per shift; or, where the employee is solely engaged for the purpose of transportation of school children to and from school, a minimum payment that is equal to two hours at Award rates per engagement.
 - (ii) Saturdays – employees shall be paid for a minimum of four hours for the day and shall be paid for all time worked at time and one-half.
 - (iii) Sunday – employees shall be paid for a minimum of four hours for the day and shall be paid for all time worked at double time.
 - (iv) Public Holidays – employees shall be paid for a minimum of four hours for the day and shall be paid for all time worked at double time and one-half. NOTE- this does not apply to Gazetted Local Public Holidays.
 - (v) Gazetted Local Public Holidays – employees shall be paid for time worked at a rate of double time and one-half.
 - (vi) Clause 2.2 Part-Time Employees, clause 2.3 Full-Time Employees, clause 5.1 Overtime, clause 5.3 Shift Penalties/Allowances, clause 2.4 Rostered Days Off and clause 3.5 Fixing Times, shall not apply to casual employees.

4.2 Payment of Wages

- a) Wages shall be paid weekly by electronic funds transfer, provided that, where there is agreement between the Employer and a majority of their employees at a yard, employees at that yard may be paid fortnightly.
- b) A payday shall be fixed at each place of employment, which, once established, shall not be changed except by agreement or with seven days' notice.
- c) The Employer will provide a choice of electronic funds transfer facilities where this is the chosen method of payment.

- d) The Employer shall not hold more than two days' pay in hand unless agreed to by the employee.
- e) Nothing in this clause shall preclude the Employer from making other arrangements as to pay day or period as may be found convenient, but only with the consent of the employee.
- f) Each employee shall be supplied with a pay statement in writing on which the following information will be provided:
 - (i) the name of the employer
 - (ii) the employer's Australian Business Number;
 - (iii) the employee's name;
 - (iv) the date on which the payment was made;
 - (v) the period of employment to which the payment relates;
 - (vi) the gross and net amount of remuneration;
 - (vii) any loading, allowances, penalty rates or other entitlements;
 - (viii) If the employee is paid an hourly rate, the ordinary hourly pay rate and number of hours worked at that rate and the amount of pay at that rate;
 - (ix) If the employee is paid an annual rate (salary), the rate as at the day in the pay period;
 - (x) Any deductions made including the amount deducted for taxation purposes and union fees (if appropriate);
 - (xi) the amount deducted as employee contributions for superannuation purposes, including the name of the fund or account the deductions are paid into;
 - (xii) where employer superannuation contributions are made, the amount of superannuation to be paid for the period and the name of the superannuation fund the contributions will be made to.

4.3 Picking-Up Place

- a) The picking up place shall be 39 Redfern Close, South Pambula and 15 Upper Street Bega. Where the employer determines a picking-up place other than 39 Redfern Close, South Pambula or 15 Upper Street Bega, Travelling Time under clause 4.5 is payable.
- b) Employees shall be allowed reasonable time to perform such duties as are required by the Employer before taking a bus from the recognised picking-up place and after returning a bus to the finishing place. The Employer shall clearly communicate to Employees what duties are required.

4.4 Away Charters

- a) An employee on a charter which necessitates absence from home and who is unable to conveniently return home will be paid a minimum of 8 hours per day at Award rates Monday to Friday, and a minimum of 8 hours per day at Award rates on Saturdays or Sundays plus penalty rates for actual time worked on any such day.
- b) The employer will either reimburse the employee for reasonable costs incurred by the employee when living away from home or provide accommodation and all meals.

4.5 Travelling Time

Wherever the employee commences or finishes duty other than at the Picking Up Place as outlined in clause 4.3, he/she shall be entitled to payment at ordinary rates for the additional time, if any, reasonably occupied in journeying to and from his/her home as compared with the time ordinarily occupied by him/her in journeying from the Pick Up Place to his/her home and also be reimbursed for reasonable fares incurred.

5. OVERTIME & PENALTY RATES

5.1 Overtime

- a) Maximum Penalty Payment – Subject to rates of pay for Casual Employees and on Public Holidays, when time worked is subject to more than one extra rate of payment, the Employer shall not be required to pay more than the rate of double time.
- b) Overtime (for employees other than Casual Employees):
 - (i) Rostered overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter, for all rostered time worked in excess of 38 hours.
 - (ii) Non-rostered overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter and shall stand alone on a daily basis.
 - (iii) Overtime rates shall be paid for all time worked in excess of ten hours per day where a four or five-day week is worked.
 - (iv) The Employer's superannuation guarantee contribution on behalf of employees is only payable on the ordinary time earnings of an employee, and not overtime.
 - (v) Full-time Employees requested to do non-rostered overtime, prior to the start of their normal shift, shall be paid at overtime rates up to the normal shift starting time; provided that, when such overtime does not

extend up to the employees normal starting time, a minimum of two hours pay at overtime rates shall be paid whether worked or not.

- (vi) A full-time employee called on to work any portion of an additional shift shall be paid not less than the period of such shift or the additional time as overtime.
- (vii) The Employer may require employees to work reasonable overtime at the rate prescribed and such overtime shall be allocated as equally as possible, bearing in mind the nature of the job and the suitability of the driver.
- (viii) Where different overtime rates are applicable to the same hours of work, the rate most favourable to the Employee shall be paid.

5.2 Time Off in Lieu

- a) An Employee may elect, with the consent of the Employer, to take time off instead of payment of overtime at a time or times agreed with the Employer. Such time will accrue at overtime rates and be taken within six (6) months.
- b) Where Time off in lieu is taken the following conditions will apply:
 - (i) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate written agreement.
 - (ii) The agreement must state each of the following:
 1. the number of overtime hours to which it applies and when those hours were worked;
 2. that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 3. that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 4. that any payment mentioned in subparagraph c. must be made in the next pay period following the request.
- c) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.
- d) Time off must be taken:
 - (iii) within the period of 6 months after the overtime is worked; and
 - (iv) at a time or times within that period of 6 months agreed by the employee and employer.
- e) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 5.1a) but not taken as time off, the employer must

pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- f) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in d), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- g) The employer must keep a copy of any agreement as an employee record.
- h) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- i) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 5.2b)(i) will apply, including the requirement for separate written agreements under paragraph 5.2b)(i) for overtime that has been worked.
- j) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 5.2a) applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

5.3 Shift Penalties/Allowances

- a) An employee (other than Casual Employees) required to work for two hours or more after the usual finishing time, shall be paid a meal allowance as set out in Item 5 of clause 12.2.

6. SPECIAL HIRING

6.1 Special Hiring

Special Hirings not exceeding two days – The following provisions shall apply to special hirings not exceeding two days duration which do not form part of the ordinary rostered work of employees. Not exceeding two days shall be deemed to mean not exceeding two calendar days, falling between midnight and midnight.

- a) An employee offered the job of a special hiring may, at his/her option, accept or reject such offer, but if he/she accepts then he/she shall work the job.
- b) The provisions of this EA, other than clause 4.5 Travelling Time, shall not apply to special hiring.
- c) The employee shall be paid a meal allowance as set out in Item 7 of clause 12.2, except where a suitable meal is provided.
- d) The employee shall be paid for the duration of the job at the ordinary hourly rate for the first eight hours; then 8 to 13 hours at the rate of time and a half; then anytime over 13 hours at double time.
- e) For special hiring of less than four hours:
 - (i) Paragraphs (c) and (d) of this subclause, and clause 2.4 (Rostered Days Off) shall not apply to such special hiring.
 - (ii) Time worked on such special hiring shall be paid at:
 - (iii) Time and a half for Monday to Saturday inclusive; and
 - (iv) Double time for Sundays and Public Holidays.
 - (v) On days when the special hiring is the only duty, the employee shall be paid for a minimum of three hours.
 - (vi) If such special hiring is an extension of rostered duty, it shall be treated as overtime. All such time shall stand alone.
- f) Employees shall be supplied with Drivers Instructions for all special hirings for the purpose of recording the starting and finishing times of such hirings, plus any other information required by the Employer.
- g) Where a special hiring exceeds one day but does not exceed two days, the following provisions shall apply:
 - (i) The employee shall have a rest period in accordance with the national fatigue regulations, after the completion of each daily shift.
 - (ii) The employee shall be paid a meal allowance as set out in Item 7 of clause 12.2 and shall be reimbursed by the Employer for expenses reasonably incurred in obtaining suitable accommodation.

- h) Where a special hiring is cancelled and the employee engaged for the job is not given at least one hours' notice of the cancellation, he/she shall be paid two hours pay at the ordinary rate.
- i) Special Hiring Exceeding Two Days – In the case of special hiring exceeding two days duration, the wages paid shall be assessed in accordance with the other clauses of this EA, including Rates of Pay, Overtime and Other Penalty Rates, Saturday and Sunday Work, and Public Holidays.

7. LEAVE & PUBLIC HOLIDAYS

7.1 Annual Leave

- a) Employees are entitled to annual leave in accordance with the NES.
- b) For the purposes of Division 6 of the NES, a shiftworker means an employee who is a seven day shiftworker whom is regularly rostered to work on Sundays and public holidays
- c) For each year of service with the Employer, the employee is entitled to 4 weeks of paid annual leave. Annual leave will accrue progressively in accordance with the NES.
- d) During a period of annual leave an employee will receive a loading calculated on the minimum hourly rate set out in clause 12.1.
- e) The annual leave loading shall be 25%.
- f) Annual leave on termination shall be paid in accordance with section 90 of the Act.
- g) Annual leave shall be taken at a mutually agreeable time which best meets the needs of the business.
- h) When the employee has annual leave to their credit of more than 40 days, the Employer may confer with the employee to try to reach agreement on how to reduce or eliminate the annual leave.
- i) If agreement under clause 7.1h) cannot be reached, the employer may direct, at its discretion, an employee to take up to 10 days annual leave.
- j) Employees may be required to take annual leave during the Christmas / New Year period and/or during the Easter period and/or during any school holiday period.
- k) An employee whose unused annual leave is greater than four weeks may elect, with the agreement of the Company, to cash out a portion of annual leave, provided that the employee cashes out no more than two weeks' accrued

annual leave in any 12 month period, and retains a balance of four weeks unused annual leave at all times.

- l) In cashing out annual leave, an employee shall be entitled to a payment that is equal to, inclusive of annual leave loading, what the employee would have been paid if they had taken the annual leave.
- m) A written agreement, signed by the employer and employee, shall be made for every occasion when annual leave is cashed out. This agreement shall state the amount of accrued leave to be cashed out, the payment to be made to the employee and the date on which the payment will be made.

7.2 Public Holidays

- a) Employees are entitled to Public Holidays in accordance with the NES.
- b) The Employer and Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.
- c) The Employer and Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

7.3 Personal Leave

Employees are entitled to Personal Leave in accordance with the NES.

7.4 Compassionate Leave

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

7.5 Parental Leave

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

7.6 Unpaid Family and Domestic Violence Leave

Employees are entitled to unpaid Family and Domestic Violence Leave in accordance with the NES.

7.7 Community Service Leave

Employees are entitled to Community Service Leave in accordance with the NES.

8. SUPERANNUATION

8.1 Salary Sacrifice for Superannuation

- a) Notwithstanding anything contained within this EA and the Prescribed Rates set out in clause 12 of this Agreement, an employee may elect, subject to the agreement of the Employer, to sacrifice a specific amount of their base wage paid under this Agreement to additional superannuation payments.
- b) If an Employee elects to sacrifice a specific amount of their base wage to be paid as superannuation, under this clause, the Employer will only be obliged to forward the cumulative amount of the sacrificed amount to the employee's designated superannuation fund once every 3 months.
- c) Any salary sacrifice arrangement entered into under this clause is subject to taxation and superannuation legislation.
- d) Employees are responsible for seeking their own independent financial advice with respect to salary sacrifice arrangements.

8.2 Default Superannuation Funds

- a) Individual employees have the right to choose their own superannuation fund.
- b) If the employee does not choose a superannuation fund, then the Employer shall pay the employee's superannuation into Tasplan or TWU Super.

9. CONSULTATION, DISPUTE RESOLUTION & TRAINING

9.1 Dispute Resolution Procedure

- a) If a dispute relates to:
 - (i) a matter arising under the agreement; or
 - (ii) the National Employment Standards,
- b) this clause sets out procedures to settle the dispute.
- c) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- d) 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.
- e) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

- f) The Fair Work Commission may deal with the dispute in 2 stages:
 - (i) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 1. arbitrate the dispute; and
 - 2. make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- g) While the parties are trying to resolve the dispute using the procedures in this clause:
 - (i) an employee must continue to perform his or her work as he or she would normally do unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) 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:
 - 1. the work is not safe; or
 - 2. applicable occupational health and safety legislation would not permit the work to be performed; or
 - 3. the work is not appropriate for the employee to perform; or
 - 4. there are other reasonable grounds for the employee to refuse to comply with the direction.
- h) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

9.2 Major Change and Consultation

- a) This clause applies if the Employer:
 - (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to the enterprise that is likely to have a major effect on employees; or
 - (ii) Proposes to introduce a substantial change to the regular roster or ordinary hours of work of employees.
- b) For a major change referred to in 9.2a), the Employer must notify the relevant employees of the decision to introduce the major change and subclauses c) to g) will apply.

- c) The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- d) If a relevant employee or employees appoint/s a representative for the purposes of consultation and they advise the employer of the identity of the representative, the employer must recognise the representative.
- e) As soon as practicable after making its decision, the employer must:
 - (i) discuss with the relevant employees:
 1. the introduction of the change; and
 2. the effect the change is likely to have on the employees; and
 3. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion — provide, in writing, to the relevant employees:
 1. all relevant information about the change including the nature of the change proposed; and
 2. information about the expected effects of the change on the employees; and
 3. any other matters likely to affect the employees.
- f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- h) If a term in this 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 b), c) and e) are taken not to apply.
- i) In this clause, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the substantial alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- j) For a change referred to in paragraph a)(ii):
 - (i) the employer must notify the relevant employees of the proposed change; and
 - (ii) subclauses k) to o) apply.
- k) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- l) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;
 - (iii) the employer must recognise the representative.
- m) As soon as practicable after proposing to introduce the change, the employer must:
 - (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant employees:
 1. all relevant information about the change, including the nature of the change; and
 2. information about what the employer reasonably believes will be the effects of the change on the employees; and
 3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iii) 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).
- n) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- o) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- p) In this clause, **relevant employees** means the employees who may be affected by the major change.

9.3 Driver Monitoring Program

- a) The following procedures are to occur in the monitoring of a driver's performance:
 - (i) A performance issue is any aspect of a worker's performance or conduct whilst at work, that the Employer considers to be unsatisfactory or unacceptable.

- (ii) Where possible, complaints should be validated by establishing the complainant's contact details.
 - (iii) The employee is to receive details of the performance issue and supply to the Employer a response.
 - (iv) If the performance issue is not established, no further action shall be taken.
 - (v) If the performance issue is established, then the Employer is to counsel the employee with an Employer representative, and if the employee so desires an employee representative, in attendance. This shall be considered as a verbal warning.
 - (vi) Should there be a further established performance issue, the employee shall receive further counselling and a written warning.
 - (vii) A further established performance issue shall lead to counselling and a final written warning issued by senior management.
 - (viii) A further established performance issue may lead to termination of employment.
- b) At the Employer's discretion, there shall be a once only opportunity for the employee to be suspended from duties for a period of up to ten working days without pay as an alternative to termination.
- c) Nothing in this clause will affect the right of the Employer to dismiss an employee without notice where the employee is guilty of serious misconduct. Serious misconduct will include, but is not limited to:
- (i) proven or wilful theft of the Employer's and/or another person's money, property, or valuables; or
 - (ii) endangering staff or passengers; or
 - (iii) wilful damage to vehicles or property; or
 - (iv) acts or threats of violence towards staff, passengers, or the public; or
 - (v) any other criminal offence.
- d) Nothing in this clause affects the Employer's right to dismiss an employee during the six-month probationary period in line with the Fair Work Act.
- e) An employee whose driver's licence or bus driver's authority is suspended or cancelled, may be suspended, or dismissed from employment.

9.4 Training

- a) Any time that is occupied by an employee at the direction of the Employer or its representative, for training, including but not limited to learning the Employer's policy and procedures, all relevant routes, timetables and other routines, shall be paid the following rates, without any allowances or penalties to apply:
 - (i) Single Time for any work from Monday to Saturday.
 - (ii) Double time for work on Sunday.
- b) Clause 9.4 does not apply to New Employees covered by clause 4.1b).

10. TERMINATION OF EMPLOYMENT & REDUNDANCY

10.1 Termination/Redundancy

Employees are entitled to Termination/Redundancy in accordance with the NES.

11. SIGNATORY PAGE

SIGNED on behalf of Sapphire Coast Buslines:



By:

Full Name: Jamie Klemm

Position: Managing Director

Address: 978 Back Creek, Lochiel NSW 2599

Date of Signature: 30/09/20

SIGNED on behalf of Sapphire Coast Buslines Employees:



By:

Full Name: ROBERT BLACKER

Position: DRIVER

Address: 46 CHARLOTTE ST BEGA

Date of Signature: 1.10.2020 R-d Blacker

12. SCHEDULE 1 MONETARY RATES

The following Schedules (Table 1 and Table 2) incorporate the increase of 1.894%% in the 2020 Wage Price Index. As outlined in Clause 7(e), increases from 1st September 2021, 1st September 2022 and 1st September 2023 will be based on the relevant June Wage Price Index (as determined by the Australian Bureau of Statistics) for each of those years.

12.1 Table 1 – Wage Rates

Classification: Motor Bus Driver	Notes	Operative Weekly Wage
Permanent 38-hour week		1082.85
Per hour		28.4959
Time & Half		42.7438
Double Time		56.9918
Double Time & Half		71.2397
25% Holiday Loading for 38 hours		270.71
Casuals per hour	OTE (includes 24.58% loading)	35.5002
Casuals Time & Half	Non-OTE (includes 15% loading)	49.1554
Casuals Double Time	Non-OTE (includes 15% loading)	65.5405
Casuals Double Time & Half	Non-OTE (includes 15% loading)	81.9257

12.2 Table 2 – Other Rates and Allowances

Item No	Clause No in Agreement	Brief Description	Operative Allowance
1	4.1d)(i)	Issue tickets or collect fares	16.2465
2	4.1d)(ii)	Issue tickets or collect fares (less than 4 hours)	8.1232
3	4.1d)(iv)	Driver of an articulated bus	7.0522
4	4.1d)(v)	First Aid Allowance	16.44
5	5.3a)	Meal allowance when required to work for two hours or more after the usual finishing time	13.5659
6	3.3c)(iv)	Meal or crib break away from depot – toilet facilities not arranged by the Employer	2.4927
7	6.1c)	Meal allowance when no meal provided	13.5659

12.3 Table 3 – Provisional Rates (New Drivers)

Classification: Motor Bus Driver	Notes	Operative Weekly Wage
Permanent 38-hour week		898.76
Per hour		23.6517
Time & Half		35.4775
Double Time		47.3034
Double Time & Half		59.1295
25% Holiday Loading for 38 hours		224.69
Casuals per hour	OTE (includes 24.58% loading)	29.4652
Casuals Time & Half	Non-OTE (includes 15% loading)	40.7989
Casuals Double Time	Non-OTE (includes 15% loading)	53.3986
Casuals Double Time & Half	Non-OTE (includes 15% loading)	67.9983