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**Part 1—Application and Operation**

**1. Title**

This agreement shall be known as the *Lawley Transport Pty Ltd Enterprise Agreement 2015*.

**2. Commencement and expiry**

**2.1** This agreement commences 7 days after its approval by the Fair Work Commission and shall expire 2 years after its approval.

**2.2** In accordance with the Act, this agreement and the NES set the minimum conditions of employment. The provisions contained in this agreement are incidental to the provisions of the NES.

**3. Definitions and interpretation**

**3.1** In this agreement, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth)

**company or employer** means *Lawley Transport Pty Ltd ACN 157 849 011*

**driver auditor/relief driver/inspector** means a Grade 3 classification as contained in A.3 of Schedule A – Classification.

**employee** means national system employee engaged and paid as a casual employee.

**motor vehicle** means any motorised vehicle capable of carrying less than fifteen persons and used for hire, charter or reward

**NES** means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)

**School Run Number** means a particular allocation of a student or students to a school and is identified by a run number.

**Service Contract** means that particular arrangement, made under the Contract between the employer and the State Government, in relation to the transport of children who are assigned to a specific School Run Number.

**Specified route service** means any route service on which a passenger vehicle operates, excluding a dedicated school bus service, for which the employer is obliged to run, including operations under a contract with the Federal or any State Government or any instrumentality

**Standard rate** means the minimum weekly rate for a Grade 3 Employee under the Passenger Vehicles Modern Award 2010. At the time of the making of this Agreement that rate was \$24.63 per hour for a casual employee. This rate increases in line with the Annual Review of wages in July each year.

**3.2** Where this agreement refers to a condition of employment provided for in the NES, the NES definition applies.

**4. Coverage**

**4.1** This agreement covers the company and its employees throughout Australia in the passenger vehicle transportation industry, as that term is defined in the Passengers Vehicles Award 2010 in the classifications listed in clause 10—Minimum wages to the exclusion of any other modern award.

**4.2** This agreement only regulates the employment of casual drivers who are to transport children with particular disabilities, to and from school.

**4.3** This agreement applies only to those employees of the company employed for the Assisted School Travel Program.

**4.4** This agreement applies to employees engaged to perform work as casual employees in one of the classifications contained in this agreement.

**4.5** Where this agreement refers to a condition of employment provided for in the NES, the NES definition applies. The NES and this agreement contain the minimum conditions of employment for employees covered by this agreement. Nothing in the terms of this agreement seeks to undermine or reduce any of the entitlements available under the NES. Where a term of this agreement is in conflict with the NES, the term of the NES is to apply.

**5. Individual flexibility**

The provisions of the model individual flexibility provision contained in the *Fair Work Regulations* apply as a term of this agreement.

**Part 2—Consultation and Dispute Resolution**

**6. Consultation**

The model consultation clause contained in the *Fair Work Regulations* applies as a term of this agreement.

**7. Dispute resolution**

- 7.1** In the event of a dispute about a matter under this agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 7.2** If a dispute about a matter arising under this agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 7.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 7.3** The parties agree that the Fair Work Commission may use any process to resolve the dispute including mediation, conciliation and arbitration.
- 7.4** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 7.5** While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement, the directions of the employer and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

**Part 3—Types of Employment and Termination of Employment**

**8. Types of employment**

**8.1** All employees shall be engaged and paid as casual employees. Each employee must pass the Department of Education screening process and have a health, national criminal history check, a working with children check and a driving record check. At the time of engagement, an employer will inform each employee of the particular run for which the employee has been engaged to provide the driver service. It is a term of this agreement, that employment of each employee is conditional on the continuation of the Service Contract for which the employee has been employed or has been redeployed to

**8.2 Casual employment**

- (a)** A casual employee is an employee engaged and paid as such. To avoid doubt, this means that the employee has no entitlement to annual leave, sick leave, redundancy or the other normal entitlements of a permanent employee. Employment may be terminated by the giving and taking of two hours' notice.
- (b)** A casual employee while working ordinary hours must be paid on an hourly basis 1/38th of the appropriate weekly wage rate prescribed by this agreement, plus 25% of ordinary time earnings for the work performed.
- (c)** A casual employee is to be paid a minimum payment of three hours for each day's engagement.

#### **Part 4—Minimum Wages and Related Matters**

## 9. Classifications

The classification definitions of employees are set out in Schedule A- Classifications

## 10. Minimum wages

**10.1** The minimum wage rates of pay for an employees are set out below.

Grade	Casual Hourly	
	\$	FROM 1-7-15
Grade 1	22.76	
Grade 2	<u>22.32</u>	23.90
Grade 3 - Stand by Driver	<u>\$25.07</u>	25.70
Grade 3- Driver Auditor	\$26.82 + .67 =	\$27.50
		$(22.00 + 25\%) = 27.50$

**10.2** The minimum rates in sub-clause 10.1 above shall be increased by the same amount as any increase made to the rates of pay contained in the *Passenger Vehicles Award 2010*. These increases will affect from the first pay period commencing after 1 July each year.

### **10.3 Payment for Absences**

- (a) All employees will be paid for student absences for up to 5 consecutive days in any one instance.
- (b) All employees will be provided with a fully maintained vehicle to be used for all work related issues at no cost to the employee.

## 11. Allowances

### 11.1 Responsibilities allowances

**(a) First aid allowance**

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance or similar body must be paid a weekly allowance of 1.9% of the standard rate if appointed by the employer as a first aid officer.

## 11.2 Expense related allowances and reimbursements

**(a) Medical examination allowance**

(i) An employer may require an employee, and the employee will agree, to submit to a medical examination upon engagement, and thereafter periodically at the discretion of the employer.

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- (ii) All medical evidence will be made available to the employer/employee on request.
- (iii) The employee will be paid an allowance which is equal to the difference between the cost of the medical examination and the cost of the Medicare rebate.
- (iv) Where an employee is required to undertake a medical examination for the purposes of obtaining a relevant licence, the employee will be paid an allowance which is equal to the difference between the cost of the medical examination and the Medicare rebate, provided that the employer determines the certified medical practitioner who is to perform the examination.

## 12. Payment of wages

- 12.1 All earnings, including overtime, must be paid weekly, fortnightly or monthly, by agreement between the employer and employees, in the employer's time on a day to be fixed by the employer, but not later than Thursday of each pay period. Once fixed, the day must not be altered more than once in three months.
- 12.2 All earnings, including overtime, must be paid within two days of the expiration of the pay period in which they accrue.
- 12.3 Notwithstanding anything contained in this clause, the employer must pay to an employee who leaves or is dismissed all moneys due to the employee within two working days.
- 12.4 The employer at its discretion may pay an employee by electronic funds transfer to a bank account nominated by an employee.

## 13. Superannuation

### 13.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the agreement covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### 13.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee. As at 1 July 2014 that rate is 9.5%.

### 13.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a

specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 13.2.

- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 13.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 13.3(a) or (b) was made.

**13.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 13.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 13.2 and pay the amount authorised under clauses 13.3(a) or (b) to the Australian Super MySuper Fund.

**Part 5—Hours of Work and Related Matters**

**14. Ordinary hours of work and rostering**

**14.1** The ordinary hours of work will be an average of 38 hours per week and may be worked on any day of the week and in the following manner:

- (a) 38 hours on up to five days within a work cycle not exceeding seven consecutive days;
- (b) 76 hours on up to 10 days within a work cycle not exceeding 14 consecutive days;
- (c) 114 hours on up to 15 days within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours on up to 20 days within a work cycle not exceeding 28 consecutive days.

**14.2** Ordinary hours, exclusive of meal breaks, must not exceed 10 hours on any one day.

**15. Breaks**

**15.1** An employee may be rostered for an unpaid meal break of between 30 minutes and one hour 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.

**15.2** 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.

**16. Overtime and penalty rates**

**16.1** Overtime rates must be paid for all time worked in excess of the hours in clause 14.1 or any hours in excess of the rostered ordinary hours on any day at the rate of time and a half for the first three hours and double time thereafter.

**16.2** Ordinary hours worked on a Saturday will be paid at the rate of time and a half and on a Sunday at the rate of double time. Where an employee is entitled to overtime rates on a Saturday or Sunday, the employee will be paid at the applicable overtime rate or the Saturday or Sunday penalty, whichever is the greater. Weekend penalty rates and overtime rates are not cumulative.

**16.3** An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer and such time off will be taken on the basis of an hour for each hour worked.

**16.4** For all hours worked on a public holiday an employee will be paid at the rate of double time and a half.

**16.5** 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. 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.

## 17. Signatories

Signed on behalf of Lawley Transport Pty Ltd by its authorised representative	Witness
Name: <i>Geoff LAWLEY</i>	Name: <i>STEVEN REX LAWLEY</i>
Signature: <i>Geoff</i>	Signature: <i>Lawley JP 104203</i>
Position: DIRECTOR	Address: 86 WATKIN AVE
Address: 228 EMPIRE BAY DRIVE	Address: WOY WOY 2256
Address: EMPIRE BAY 2257	Date: 16/6/15
Date: 16-6-2015	
Signed on behalf of the relevant Lawley Transport Pty Ltd employees as the Nominated Employee Representative	Witness
Name: <i>T. E. PERCHET</i>	Name: <i>STEVEN REX LAWLEY</i>
Signature: <i>SE</i>	Signature: <i>Lawley JP. 104203</i>
Address: 139 MEMORIAL AVE	Address: 86 WATKIN AVE
Address: ETTALONG	Address: WOY WOY 2256
Date: 16-6-15.	Date: 16.6.15

**Schedule A- Classifications**

**A.1 Grade 1**

Grade 1 employees are employees engaged in various activities not involving the driving of passenger vehicles, whilst carrying passengers, and includes yard and vehicle cleaning/washing, oil and greasing, refuelling, changing tyres, assisting in tyre repairs and supervision of school children on passenger vehicles; coach attendants employed to travel on a passenger vehicle undertaking long tours and performing other duties incidental and associated with such work.

**A.2 Grade 2**

Grade 2 employees are employees with skills in excess of Grade 1 and includes:

- (a) employees engaged in duties associated with effective ticketing, conducting and customer relations service in all contact with passengers and the general public. Duties include operating and issuing tickets; ensuring correct revenue is collected; balancing and accounting for all tickets to ensure correct money has been received; pre-departure checks of passenger vehicles; driver monitoring and reporting vehicle defects; liaising and communicating with passengers and the general public to provide information and directions and performing various administrative procedures associated with Grade 2 duties;
- (b) a driver of a passenger vehicle with a carrying capacity of less than 25 school children to and/or from school; and
- (c) a driver of a motor vehicle, limousine or hire car capable of carrying less than eight persons and used for hire or reward but excluding motor vehicles used for private purposes.

**A.3 Grade 3**

**(a) Stand by driver**

A stand by driver means an employee who acts as relief for drivers who are unable to do their allocated run at any time. This employee will be paid the rate, as contained in Grade 3 – Stand by driver at clause 10.1, for every day that they engage in stand by duties.

**(b) Driver auditor**

A driver auditor means an employee who is charged with ensuring that drivers carry out the terms of the Assisted School Travel Program in its entirety. This employee will be paid the rate, as detailed in Grade 3 – Driver auditor and inspector at clause 10.1, for each day that they are required to conduct an audit and for which they make the appropriate claim.

**(c) Inspector**

From time to time, a Grade 3 employee may be required to perform a general vehicle inspection of cars in the Assisted School Travel Program.