



Australian Government

Fair Work OMBUDSMAN

ENFORCEABLE UNDERTAKING

Dated 29 NOVEMBER 2012

Given by

Buslines Group Pty Ltd

(ACN: 000 016 339)

to

The Commonwealth of Australia

(as represented by the Office of the Fair Work Ombudsman)

Details

Parties	FWO and Buslines Group Pty Ltd	
FWO	Name	Commonwealth of Australia (as represented by the Office of the Fair Work Ombudsman)(FWO)
	ABN	43884188232
	Address	The Fair Work Ombudsman GPO Box 9887 SYDNEY NSW 2001
	Telephone	(08) 8228-8265
	Fax	(02) 6204-2824
	Attention	Mr Steven Ronson – Executive Director, Dispute Resolution and Compliance, Fair Work Ombudsman
Buslines Group Pty Ltd	Name	Buslines Group Pty Ltd (Buslines)
	ACN	000 016 339
	Address	1 Burwood Road BURWOOD NSW 2134
	Telephone	(02) 9747-7000
	Fax	(02) 9747-7001
	Attention	Mr Peter Ferris
Recitals	A	On 18 August 2011, the FWO commenced an investigation into allegations that Buslines had breached Commonwealth workplace laws.
	B	By reason of the matters set out in Attachment "A" (Background), the FWO has determined, and Buslines agrees, that Buslines contravened Commonwealth workplace laws.
	C	The parties have agreed to resolve the contraventions without the need to resort to civil penalty litigation by way of this Enforceable Undertaking (EU) made pursuant to section 715 of the <i>Fair Work Act 2009</i> (FW Act).
Governing law	Commonwealth	
Date of agreement	See Signing page	

General terms

1 Admission of contravention

By reason of the matters described in Attachment "A" (**Background**), which are admitted by Buslines, the FWO and Buslines agree that Buslines contravened Commonwealth workplace laws in the respects set out in Attachment "B" to this EU (**Contraventions**).

2 Limit of admission

2.1 The FWO acknowledges that the terms of this EU:

- (a) are solely for the purposes of resolving the FWO investigation into the Contraventions; and
- (b) must not be interpreted as an admission by Buslines of liability for any matter, other than as expressly provided in this EU.

2.2 No assertion or matter in this EU may be relied upon as an admission by any person to support a cause of action in any other civil penalty proceeding.

2.3 However, this term does not prevent any matter in this EU being relied upon in future proceedings in order to inform a relevant Court or tribunal of the details of the conduct that was the evidentiary foundation for Buslines entering into this EU.

2.4 This means that the FWO reserves the right to rely on the terms of this EU and the admissions in respect of any future proceedings brought by the FWO against the Buslines in relation to any future contraventions of Commonwealth workplace laws.

3 Enforceable undertakings

In consideration of the FWO agreeing not to apply for any orders under Division 2 of Part 4-1 of the FW Act in relation to the Contraventions, Buslines **UNDERTAKES** to do all those activities and things set out in Attachment "C" (**Enforceable Undertakings**).

4 Commencement of enforceable undertaking

This EU comes into effect when it is executed by Buslines and the FWO. The FWO is taken to have accepted the Enforceable Undertaking for the purposes of section 715(2) of the FW Act when it executes this document.

5 Acknowledgements

Buslines acknowledges that:

- (a) the undertakings it has given in this EU are reasonable in the circumstances;
- (b) this EU is given to and accepted by the FWO pursuant to section 715 of the FW Act;
- (c) the FWO may:
 - (i) make this EU (and any of the Attachments) available for public inspection, including by posting it on the FWO internet site at www.fairwork.gov.au (subject to the FWO taking any necessary steps to the redaction of the names of any person affected by the Contraventions);
 - (ii) release a copy of this EU (and any of the Attachments to it) pursuant to any relevant request under the *Freedom of Information Act 1982* (Cth);
 - (iii) issue a media release in relation to this EU;
 - (iv) from time to time, publicly refer to the EU (and any of the Attachments to it) and its

terms;

- (v) rely upon the admissions made by Buslines in paragraph 1 above in respect of any future decision about enforcement action to be taken in respect of any future non-compliance by Buslines with Commonwealth workplace relations obligations.
- (d) consistent with the Note to section 715(4) of the FW Act, this EU in no way derogates from the rights and remedies available to any other person arising from the conduct set out in this EU; and
- (e) If Buslines contravenes any of the terms of this EU:
 - (i) the FWO may apply to any of the Courts set out in section 715(6) of the FW Act, for orders under section 715(7) of the FW Act; and
 - (ii) this EU may be provided to the Court as evidence of the admissions made by Buslines in paragraph 1, and also in respect of the question of costs; and
 - (iii) this EU is to be taken as having been withdrawn from by Buslines for the purposes of section 715(3) of the FW Act if the FWO gives its written consent (in which case the FWO may apply for orders against Buslines under Division 2 of Part 4-1 of the FW Act).

6 No inconsistent statements

Buslines

(a) must not; and

(b) must ensure that each of its officers, employees or agents, do not,

make any statement, orally, in writing, or otherwise which conveys or implies or reasonably conveys or implies anything inconsistent with admissions or acknowledgements contained in this EU.

7 Termination by the FWO

At any time, the FWO may, by notice in writing, terminate this EU (that is, immediately and without notice) if the Buslines commits, in the opinion of the FWO, a serious or persistent breach or non-observance of a term or terms of this EU.

8 Withdrawal from or variation to this EU

Consistent with section 715(3) of the FW Act, Buslines may withdraw from or vary this EU at any time, but only with the consent of the FWO.

9 Continuing obligations

9.1 General survival

Any provision of this EU remaining to be performed or observed by Buslines or having effect after the cessation of this EU for whatever reason (including termination by the FWO or withdrawal from by Buslines) remains in full force and effect and is binding on Buslines after this EU ends.

9.2 Survival

Without limiting the generality of clause 9.1 (General survival), the following clauses survive termination of this EU for whatever reason (including termination by the FWO or withdrawal from by Buslines):

(a) Clause 1 (Admissions and contraventions); and

(b) Clause 6 (No inconsistent statements).

10 Legally binding agreement

The terms of this document are intended to have immediate effect on all parties upon acceptance by the FWO of this EU.

11 Entire agreement

This EU constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter. No oral explanation or information provided by either party to the other:

- (a) affects the meaning or interpretation of this EU; or
- (b) constitutes any collateral agreement, warranty or understanding between the FWO and Buslines.

12 No representations or warranties

Buslines acknowledges that in entering into this EU they have not relied on any representations or warranties about the subject matter of this EU except as provided in this EU.

13 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this EU or any part of it.

14 Costs

The parties must pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this EU and other related documentation.

15 Severance

If the whole or any part of a provision of this EU is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this EU or is contrary to public policy.

16 Competency

Buslines acknowledges that:

- (a) before executing this EU, Buslines was given the opportunity to seek independent legal and other advice of their choice;
- (b) in the light of any advice provided to Buslines, they considered their position;
- (c) if Buslines has been advised by their solicitors, they have been advised by them as to the terms of this EU; and
- (d) Buslines fully understands the effect of this EU.

17 Governing law

This EU is governed by the law in force in the place specified in the Details section of this EU. Each party submits to the non-exclusive jurisdiction of the courts of that place.

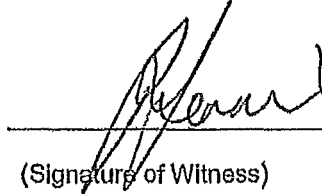
Signing page

SIGNED on
for Buslines by its duly authorised officer, in
the presence of:



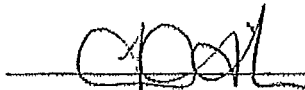
(Signature of company officer 1)

~~PETER FERRIS~~
~~CHIEF EXECUTIVE OFFICER~~
~~BUSLINES GROUP PTY LTD~~
PETER SIMPSON
DIRECTOR



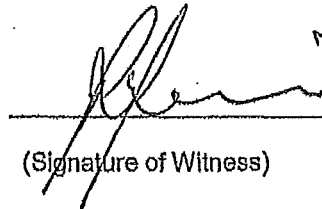
(Signature of Witness)

PETER FERRIS
(Name of Witness in full)




(Signature of company officer 2)

FRANK D'ARUZZO
MANAGING DIRECTOR
(Name of company officer 2)
BUSLINES GROUP PTY LIMITED

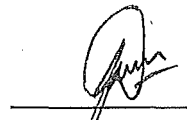


(Signature of Witness)

PETER FERRIS
(Name of Witness in full)



NICHOLAS PAUL WILSON
FAIR WORK OMBUDSMAN



(Name of Witness in full)
Janne Therese Dennis

or by his Delegate subject to the instrument of
delegation made pursuant to section 683 of
the FW Act and executed by Nicholas Paul
Wilson on 25 October 2012.

29 NOVEMBER 2012

ATTACHMENT "A" (BACKGROUND)

1. On 2 December 2009, ██████████ commenced employment with Buslines Group Pty Ltd (Buslines), trading as, Northern Rivers Buslines.
2. ██████████ was employed as a school bus driver on a casual basis.
3. As a school bus driver, ██████████ was required to work split shifts with a gap of approximately 5 hours between the morning and afternoon scheduled runs.
4. During the period from 6 December 2009 to 21 April 2010, ██████████ commenced and finished his allocated school bus runs at 76 Military Road Lismore NSW 2480 (Lismore Depot).
5. On and from 22 April 2010, ██████████ was reassigned to commence and finish his allocated school bus runs from Goremans Road, Eureka NSW 2480 (Eureka Depot).
6. As at 22 April 2010, the Eureka Depot:
 - (a) consisted of a large shed located on a farm;
 - (b) had a corrugated iron roof;
 - (c) had a complete wall at the rear of the shed;
 - (d) was substantially open-sided;
 - (e) was fully open at the front; and
 - (f) was not equipped with electricity, internal running water or a functioning lavatory.
7. On 13 March 2011, ██████████ wrote a letter to Mr Rick Parkes, Operations Manager (Mr Parkes) enquiring about the absence of amenities for drivers working out of the Eureka Depot.
8. Buslines was required to provide a minimum standard of amenities (as outlined at paragraph 9 below) at all its depots pursuant to:
 - (a) clause 39 of the notional agreement preserving a State award derived from the *Transport Industry – Motor Bus Drivers and Conductors (State) Award*, as incorporated into the 'Buslines Group Pty Limited t/a Northern Rivers Buslines NSW Bus Drivers Agreement 2008-2010' (Transitional Agreement); and
 - (b) clause 24 of the 'Buslines Group Pty Limited t/a Northern Rivers Buslines Fair Work Agreement 2010' (Enterprise Agreement).
9. At all material times, Buslines was required to make available to its employees who were and are employed at the Eureka Depot, including ██████████:
 - (a) a change room or area for employees to change their clothes;
 - (b) a suitable lockable locker for each employee (in the case of the Enterprise Agreement – for permanent drivers only);
 - (c) hot and cold water for washing purposes;

- (d) lavatory facilities; and
- (e) appropriate arrangements for rosters to be posted and for employees to sign on and off (together hereinafter referred to as, the Amenities).

10. In his letter dated 13 March 2011, [REDACTED] stated:

"While I enjoy working out of the Eureka Depot and appreciate the kids and country atmosphere of my run, I do find working out of this depot has drawbacks, notably, the absence of amenities and the remoteness of the location. Upon finishing a shift, drivers have little choice but to leave the depot, travelling home or into town".

11. In his letter dated 13 March 2011, [REDACTED] further stated:

"Please do not interpret this letter as a personal request to move back to the Lismore Depot; I enjoy the Eureka/Goonengerry run".

12. On 6 May 2011, Mr Dene Petty, Manager (Mr Petty) acknowledged and responded to [REDACTED] letter of 13 March 2011. In this correspondence, Mr Petty stated:

"I am aware that the standard of the rented Eureka shed falls short of the level normally provided by Buslines Group and I am actively seeking alternative parking arrangements for the Eureka buses...

In the short term I am investigating the hire of a suitable portable toilet facility to overcome the lavatory problem. In pursuing an alternative parking location I am aware of the need for provision of a change room, a locker, hot and cold water, lavatory facility and provision to post rosters."

13. In or around June 2011, Buslines installed a new toilet facility by way of a portable toilet supplied by a third party contractor, a set of lockers and an employee notice board at the Eureka Depot.

14. On 16 June 2011, [REDACTED] wrote to Mr Petty and stated:

"The drivers appreciate the recent provision of toilet facilities at the Eureka Depot, however the Depot still falls short of providing all of the required amenities".

15. On 21 July 2011, [REDACTED] made a verbal request to Mr Petty that Buslines respond to his letter of 16 June 2011.

16. On 22 July 2011, at the conclusion of his afternoon shift, [REDACTED] had a conversation with Mr Petty during which he claims Mr Petty said words to the following effect:

"You are being transferred out of Eureka. If you want to continue working for the company you will need to arrive at the Lismore Depot on Monday morning ready to drive new shifts."

17. On 26 July 2011, [REDACTED] ceased working on the bus routes located between Goonengerry and Eureka from the Eureka Depot and commence working on bus routes within Lismore from the Lismore Depot.

18. On 26 July 2011 and 1 August 2011, [REDACTED] wrote to Mr Petty in order to:
- (a) oppose his transfer to the Lismore Depot;
 - (b) request to be transferred back to the Eureka Depot; and
 - (c) request that Buslines resolve the outstanding issue of the standard of Amenities at the Eureka Depot (regardless his individual depot allocation).
19. On and from 26 July 2011, when [REDACTED] commenced work at the Lismore Depot, Buslines:
- (a) offered [REDACTED] average driving hours of about 15 hours and 39 minutes per week, which was about 6 hours and 13 minutes per week less than [REDACTED] average driving hours when he worked from the Eureka Depot;
 - (b) paid [REDACTED] approximately \$176.19 per week less than when he worked from the Eureka Depot; and
 - (c) assigned [REDACTED] to an afternoon bus run in Lismore which was different to the routes he had driven when he worked from the Eureka depot, in that the afternoon Lismore bus run:
 - i. reduced driving hours;
 - ii. reduced remuneration; and
 - iii. a different route to which he had previously driven.
20. On or about 1 August 2011, [REDACTED] raised concerns with Buslines about the financial detriment he suffered as a result of being moved to the Lismore Depot.
21. On and from about 2 August 2011, Buslines provided [REDACTED] with up to five hours of bus cleaning work each week.
22. As a result of performing the bus cleaning work referred to in the preceding paragraph, [REDACTED]:
- (a) was provided with duties that were altered to the duties he performed when employed at the Eureka Depot; and
 - (b) continued to earn less than he earned when he worked from the Eureka Depot in the amount of approximately \$34.17 per week.
23. By reason of the matters set out at paragraphs 19 and 22, in transferring [REDACTED] from the Eureka Depot to the Lismore Depot, Buslines accepts that having regard to [REDACTED] concerns it took adverse action against [REDACTED] by:
- (a) injuring him in his employment, and/or
 - (b) altering his position to his prejudice.

ATTACHMENT "B" (CONTRAVENTIONS)

Failure to provide Amenities

1. From 22 April 2010 to approximately June 2011, Buslines Group Pty Ltd (Buslines) contravened item 2(2) of Schedule 16 to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Transitional Act)* by failing to make available the below listed amenities at premises operated by Buslines at Goremans Road, Eureka NSW 2480 (Eureka Depot) as required under the 'Buslines Group Pty Limited t/a Northern Rivers Buslines NSW Bus Drivers Agreement 2008-2010' (Transitional Agreement):
 - (a) a change room or area for employees to change their clothes;
 - (b) a suitable lockable locker for each employee (in the case of the Enterprise Agreement – for permanent drivers only);
 - (c) hot and cold water for washing purposes;
 - (d) lavatory facilities; and
 - (e) appropriate arrangements for rosters to be posted and for employees to sign on and off.
2. From approximately June 2011 to 8 December 2011, Buslines continued to contravene item 2(2) of Schedule 16 to the Transitional Act by failing to make available the following amenities at the Eureka Depot as required under the Transitional Agreement:
 - (a) a change room or area for employees to change their clothes; and
 - (b) hot and cold water for washing purposes.
3. From 9 December 2011 to present, Buslines contravened and continue to contravene section 50 of the *Fair Work Act 2009 (FW Act)* by failing to make available the following amenities at the Eureka Depot as required under the 'Buslines Group Pty Limited t/a Northern Rivers Buslines Fair Work Agreement 2010' (Enterprise Agreement):
 - (a) a change room or area for employees to change their clothes; and
 - (b) hot and cold water for washing purposes.

Adverse action

4. Buslines contravened subsection 340(1)(a) of the FW Act by taking adverse action against [REDACTED] on or about 22 and 26 July 2011 and/or 2 August 2011 because [REDACTED]:
 - (a) had a workplace right as described in subsection 341(1)(a) of the FW Act (that is, [REDACTED] was entitled to the benefit of a workplace instrument);
 - (b) had exercised and/or proposed to exercise workplace rights as described in subsections 341(1)(a) and/or 341(1)(b) of the FW Act (that is, [REDACTED] was entitled to initiate, or participate in, a grievance procedure under clause 7.1 of the Transitional Agreement); and/ or
 - (c) had exercised a workplace right as described in subsection 341(1)(c)(ii) of the FW Act (that is, [REDACTED] made an complaint or inquiry in relation to his employment).

ATTACHMENT "C" (ENFORCEABLE UNDERTAKINGS)

Buslines Group Pty Ltd (Buslines) undertakes to:

Future workplace relations compliance

1. ensure that it complies at all times and in all respects with the:
 - (a) *Fair Work Act 2009 (FW Act)*;
 - (b) *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Transitional Act)*; and
 - (c) the 'Buslines Group Pty Limited t/a Northern Rivers Buslines Fair Work Agreement 2010' (Enterprise Agreement)by developing systems and processes to ensure ongoing compliance with Commonwealth workplace laws and industrial instruments.

Compensation for economic loss

2. pay an amount of \$2,662.33 to [REDACTED] in respect of economic loss suffered by [REDACTED] within 28 days of executing this document and provide proof of such payment to the FWO no later than 7 days after the payment is made.

Apology

3. write and send to [REDACTED] at [REDACTED] within 14 days of executing this document, a letter of apology in the form of Attachment D to this EU, signed by the Chief Executive Officer of Buslines.


Workplace notice

4. provide to all Northern Rivers Buslines business premises within 28 days of executing this EU, a letter in the form of Attachment E to this EU signed by its Chief Executive Officer.
5. ensure the letter is printed in at least A3 size and clearly displayed at each Northern Rivers Buslines business premises for a period of at least 30 days:
 - (a) in a location to which all staff at each business location have access; and
 - (b) in a manner which is reasonably capable of drawing the letter to the general attention of all staff (for example, by placement on a staff noticeboard).

Public notice

6. cause to be placed in the Thursday edition of the Northern Rivers Echo within 28 days of executing this document (or so soon afterwards as is available), a notice which:
 - (a) bears the company name of Buslines;
 - (b) bears the company logo (if any) of Buslines;
 - (c) appears on either of pages 3, 5 or 7 of the relevant edition;
 - (d) measures at least 15cms high x 7.4cms wide; and
 - (e) is in the form of Attachment F to this EU;

Workplace relations compliance training



7. within 28 days of the signing of this EU, organise the Manager and Operations Manager of Northern Rivers Buslines to attend a training course (the training course) by 31 January 201~~2~~³ which deals with;
 - (a) the rights and responsibilities of employers under the FW Act in relation to the employment and termination of employment of employees;
 - (b) workplace dispute resolution procedures; and
 - (c) adverse action under the FW Act.
8. ensure the training course must be conducted by an accredited workplace trainer (not being anyone who has advised Buslines in relation to the subject matter of the Contraventions) who is approved by the FWO and paid for by Buslines.
9. provide the training materials used in the training course to the FWO no later than 14 days before the training is to be conducted and the training materials must be approved by the FWO.
10. provide evidence of attendance at the training course and payment of the training course to the FWO within 7 days of the training being provided.

Future workplace relations compliance audit activity

11. conduct a self-audit of all worksites operated by Buslines in relation to its compliance with clause 24 of the 'Buslines Group Pty Limited t/a Northern Rivers Buslines Fair Work Agreement 2010' which deals with amenities required at bus depots by 31 December 2012 and provide to the FWO evidence of the audit and its results within 7 days of the audit being finalised.

Attachment "D" (Letter of Apology)

[Date]

[Name and Address]

Dear [REDACTED]

Adverse Action

We refer to your complaint to the Fair Work Ombudsman (FWO) in August 2011, concerning the decision of Buslines Group Pty Ltd (Buslines) to transfer you from the Eureka Depot to the Lismore Depot after you raised concerns with the standard of amenities offered to drivers at the Eureka Depot.

As you may be aware, the FWO has now finalised its investigation into your complaint. As a result of that investigation, Buslines has formally admitted that by failing to provide required amenities at the Eureka Depot it contravened:

- (a) clause 39 of the notional agreement preserving a State award derived from the *Transport Industry – Motor Bus Drivers and Conductors (State) Award*, as incorporated into the 'Buslines Group Pty Limited t/a Northern Rivers Buslines NSW Bus Drivers Agreement 2008-2010'; and
- (b) clause 24 of the 'Buslines Group Pty Limited t/a Northern Rivers Buslines Fair Work Agreement 2010'.

Further, Busline has also formally admitted that it contravened the adverse action provisions of the *Fair Work Act 2009 (Cth)* (FW Act) by transferring you from the Eureka Depot to the Lismore Depot after you raised concerns about the standard of amenities at the Eureka Depot. Buslines acknowledges that as a result of the transfer you had:

- (a) reduced driving hours;
- (b) reduced remuneration;
- (c) a less advantageous bus run; and
- (d) a greater proportion of time spent on bus cleaning duties.

Buslines is in the process of entering into an enforceable undertaking with the FWO reflecting these admissions and a copy of the final undertaking will be provided to you or can otherwise be accessed at www.fairwork.gov.au. Buslines appreciates that its contraventions of the adverse action provisions of the FW Act caused you unnecessary confusion, stress and inconvenience. Buslines sincerely regrets and apologises for this. Furthermore, I have given a commitment to the FWO on behalf of Buslines that the prescribed conduct will not occur again.

Yours sincerely,

Attachment "E" Workplace Notice

The Office of the Fair Work Ombudsman (FWO) recently investigated allegations that Buslines Group Pty Ltd (Buslines) contravened Commonwealth workplace laws.

The allegations were that Buslines failed to provide required amenities at premises operated by Buslines at Goremans Road, Eureka NSW 2480 (Eureka Depot) as specified under the 'Buslines Group Pty Limited t/a Northern Rivers Buslines NSW Bus Drivers Agreement 2008-2010' and the 'Buslines Group Pty Limited t/a Northern Rivers Buslines Fair Work Agreement 2010'.

Further, the allegations also include that Buslines contravened *Fair Work Act 2009 (Cth)* (FW Act) by taking adverse action against a former employee who raised concerns about the absence of the required amenities at the Eureka Depot. In particular, by transferring the former employee from the Eureka Depot to the Lismore Depot which resulted in the former employee having:

- (a) reduced driving hours;
- (b) reduced remuneration; and
- (c) a different route to which he had previously driven.

Buslines has formally admitted to the FWO that it did in fact contravene Commonwealth workplace laws as set out above.

An Enforceable Undertaking has been given by Buslines to the FWO to reflect these formal admissions (available at www.fairwork.gov.au).

Buslines expresses its sincere regret and apologises for any inconvenience this action has caused. Furthermore, Buslines gives its commitment that such conduct will not occur again and that it will comply with Commonwealth workplace relations laws in the future.

Attachment "F" Public Notice

The Office of the Fair Work Ombudsman (FWO) recently investigated allegations that Buslines Group Pty Ltd (Buslines) contravened Commonwealth workplace laws.

The allegations were that Buslines failed to provide required amenities at premises operated by Buslines at Goremans Road, Eureka NSW 2480 (Eureka Depot) as specified under the 'Buslines Group Pty Limited t/a Northern Rivers Buslines NSW Bus Drivers Agreement 2008-2010' and the 'Buslines Group Pty Limited t/a Northern Rivers Buslines Fair Work Agreement 2010'.

Further, the allegations also include that Buslines contravened *Fair Work Act 2009 (Cth)* (FW Act) by taking adverse action against a former employee who raised concerns about the absence of the required amenities at the Eureka Depot. In particular, by transferring the former employee from the Eureka Depot to the Lismore Depot which resulted in the former employee having:

- (a) reduced driving hours;
- (b) reduced remuneration; and
- (c) a different route to which he had previously driven.

Buslines has formally admitted to the FWO that it did in fact contravene Commonwealth workplace laws as set out above.

An Enforceable Undertaking has been given by Buslines to the FWO to reflect these formal admissions (available at www.fairwork.gov.au).

Buslines expresses its sincere regret and apologises for any inconvenience this action has caused. Furthermore, Buslines gives its commitment that such conduct will not occur again and that it will comply with Commonwealth workplace relations laws in the future.