

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/41

**TITLE: Traffic Services Australia Enterprise Agreement 2004-2006**

**I.R.C. NO:** IRC4/7247

**DATE APPROVED/COMMENCEMENT:** 23 December 2004 / 1 October 2004

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 11 March 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 14

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Traffic Services Australia Pty Ltd, located at 317, Bilsen Road, Geembung QLD 4034, engaged on, or in connection with traffic control in NSW, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

**PARTIES:** Traffic Services Australia Holdings Pty Ltd -&- The Australian Workers' Union, New South Wales

# **TRAFFIC SERVICES AUSTRALIA ENTERPRISE AGREEMENT 2004-2006**

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### **1. Title**

This agreement shall be known as the Traffic Services Australia Enterprise Agreement 2004-2006.

### **2. Parties Bound**

This agreement shall be binding on Traffic Services Australia (TSA), The Australian Workers' Union, New South Wales ("AWU") and all employees of the company whose employment is, at any time when the agreement is in operation, subject to the agreement.

### **3. Objectives of This Agreement**

The objectives of this agreement are as follows:

- i. To maintain and enhance the efficiency and productivity of the company.
- ii. To provide for increased pay and conditions of employment for employees.
- iii. To engender a cooperative industrial relations environment within the company and between the parties.
- iv. To maintain and improve occupational health and safety standards on company projects.
- v. To recognise the value of training and provide increased opportunities for employees to upgrade skill levels.
- vi. To meet the requirements and structural changes of the principal contractors for which the company are engaged by.

### **4. Application**

This agreement shall apply to all employees of the company engaged on, or in connection with traffic control only in NSW.

### **5. Relationship to Parent Award**

- i. This agreement is supplementary to, and shall be read and interpreted wholly in conjunction with the General Construction and Maintenance, Civil and Mechanical Engineering & C. (State) Award ("award").
- ii. The terms and conditions of the award are expressly preserved by this agreement as if the same was set out in full herein and shall be binding upon the parties during the currency of the agreement by operation of this agreement if not otherwise. Any increases to allowances and/or improvements in conditions which would benefit employees, introduced by variation to the award, shall also apply.
- iii. Where this agreement is silent the terms of the award, as at 21st August 2001 shall apply.
- iv. In the event of any inconsistency between the award and an express provision of this agreement, the terms of this agreement shall prevail to the extent of such inconsistency, unless the express provision of the agreement provides otherwise.

### **6. Period of Operation**

This agreement shall come into force from the first full pay period on or after 1 October 2004 and shall remain in force until 30th September 2006.

### **7. Negotiations of a Subsequent Agreement**

- i. The parties agree to be available to commence negotiations for a new enterprise agreement to succeed this agreement at least 3 months before the nominal expiry date.
- ii. The parties intend to conclude these negotiations prior to the nominal expiry date.
- iii. These negotiations shall be conducted between the parties with the negotiated outcome being subject to majority approval of a vote of the employees collectively at a central venue mutually agreed by the parties.

## 8. Australian Workplace Agreements (AWA's)

The company agrees not to offer or make Australian Workplace Agreements (AWA's) with employees covered by this agreement, for the life of this agreement.

## 9. Application of Project Agreements

This agreement shall apply to the employer's single business and every part thereof, but may be varied to incorporate the terms of any agreement reached by the parties in relation to supplementary wages and conditions of employment on a major construction project.

Alternatively, the parties may jointly enter into a separate agreement, including a multi-business agreement, to cover that part of the employer's single business associated with the employment of persons on a major construction project, defined as a project costing more than 100 million dollars.

## 10. Classification Structure, Rates of Pay and Increases

This agreement provides for all employees to be classified at CW2 of the parent award. Any higher classifications will occur only after consultation with the union. Any employee carrying out mixed functions of a higher classification for more than one per day will be paid the applicable rate for the whole day.

Except traffic control trainees - first 3 months to a maximum of 3 months for employees with no proven industry experience.(limit of one trainee per site)

This agreement provides for wage increases contained in Appendix A. All expense related allowances not specifically mentioned in this agreement will be paid as per the award as varied from time to time.

### Service Increments and Grading

In addition to all other entitlements, employees covered by this agreement shall be graded in accordance with the following definitions and shall be entitled to service increments as follows:

Grade	Increments	Qualifications
Grade 1	Minimum of 48 hours per fortnight. 1 stripe on Epaulette	Successful completion pink ticket Valid Co. vehicle license. 6 months service. Two assessments - consistent above average work performance, favorable review J.C.C. and Promotions Board.
Grade 2	Allowance - to a maximum \$15.00 per week. Minimum of 48 hours per fortnight. 2 stripes on Epaulette	Meet all requirements Grade 1 Successful completion Advanced signage course. Minimum 18 months service Demonstrated ability to coordinate basic project. Two assessments - consistent above average work performance, favourable review J.C.C. and Promotions Board. Promotions Board interview
Senior	Allowance - to a maximum \$25.00 per week. Minimum of 48 hours per fortnight. 3 stripes on Epaulette	Meet all requirements Grades 1 & 2 Successful completion relevant advanced course. Minimum 24 months service Demonstrated ability to coordinate major project. Two assessments - consistent above average work performance, favourable review J.C.C. and Promotions Board. Promotions Board interview

The above service increments shall not be payable where more than 30 hours duty is offered but less than 30 hours duty is performed. Hours offered includes shifts marked with refusal and the occurrence of no-contact or uncontactability.

The service increments and gradings in this agreement are in lieu of leading hand allowances contained in the Parent Award.

### **11. Fares and Travelling Allowance**

Employees of the company will be paid in addition to the wage rates prescribed in this agreement a daily fares and travel allowance of \$16.00 per day, if asked to report to site in their own vehicle.

Where the company provides, or offers to provide transport to the site, an allowance of \$6.00 per day is payable, (employee is picked up at a point other than depot) - with the exception of the driver of the company's vehicle.

Once the employee has travelled more than 100 kilometres to his/her site in his/her own vehicle, he/she is entitled to 50c per km for the excess kilometres travelled. If transport is supplied by the employer, employees will receive ordinary rates of pay for travelling time in 15 minute increments. Within the greater Sydney area travel for drivers will be in 10 minute increments via zones. These will be displayed on a map at the Depot.

The driver of the company's vehicle will be considered to be working at all times so occupied and paid accordingly.

Employees who have been authorized to report to the company's depot to start work will be paid ordinary time in accordance with the agreed travel radius maps - duly executed by both the AWU and TSA.

Definition of site is any other location other than company's depot.

### **12. Wet Weather**

In the event that inclement weather is being experienced in the area where the Employee lives, said Employee is to contact operations for confirmation that the job will proceed prior to attending their rostered location.

### **13. Superannuation**

The company will pay the basic superannuation contribution pursuant to the Superannuation Guarantee Levy which is 9% and agreed to pay any increases pursuant to Federal law.

The company will, prior to commencement of employment, ensure that a prospective employee is a member of, or enrolls in the C+BUS Scheme or APS Fund.

All superannuation contributions will accrue weekly, but will be paid monthly as required by a trust deed or the Award. No employee will commence employment unless he/she is a registered member of the C+BUS Scheme or APS Fund. The company agrees to facilitate additional employee contributions.

The company herein authorises the union to access C+BUS, or APS Fund, records so as to ensure all obligations in respect of payment by the company for employees, has been complied with.

When employees are employed on major construction projects the Company will not be required to contribute to both (C+ Bus) and APS as this would constitute double dipping. The company will only pay one contribution at any one time.

### **14. Clothing**

The Company agrees to supply Uniforms including wet weather gear required by employees upon commencement of employment, and the employee will pay \$250.00 security deposit, refundable on receipt of issued items, on their termination.

## 15. State Personal Carers Leave

1. Use of sick leave
  - a. An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this sub-clause, who needs the employee's care and support shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlements provided for in clause 18 of the award, sick leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
  - b. The employee shall, if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and the illness is such as to require care by another person. In normal circumstances, an employee must not take carers leave under this sub-clause where another person has taken leave to care for the same person.
  - c. The entitlement to use sick leave in accordance with this sub-clause is subject to:
    - i. The employee being responsible for the care of the person concerned, and
    - ii. The person concerned being:
      - a. A spouse of the employee, or
      - b. A de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
      - c. A child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee, or
      - d. A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis, or
      - e. A relative of the employee who is a member of the same household where, for the purpose of this sub-paragraph:
        1. "Relative" means a person related by blood marriage or affinity;
        2. "Affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
        3. "Household" means a family group living in the same domestic dwelling.
  - d. An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
2. Unpaid leave for family purpose
  - a. An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub-paragraph (ii) or paragraph (c) of sub-clause (1) who is ill.

3. Annual leave
  - a. An employee may elect, with the consent of the employer subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single-day periods of part thereof, in any calendar year at a time or times agreed by the parties.
  - b. Access to annual leave, as prescribed in paragraph (a) of this sub-clause, shall be exclusive of any shutdown period provided for elsewhere under this award.
  - c. An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
4. Time off in lieu of payment for overtime
  - a. An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
  - b. Overtime taken as time off during ordinary-time hours shall be taken at the overtime rate.
  - c. If, having elected to take time as leave in accordance with paragraph (a) of this sub-clause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
  - d. Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
5. Make-up time
  - a. An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  - b. An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate that would have been applicable to the hours taken off.
6. Rostered days off
  - a. An employee may elect, with the consent of the employer, to take a rostered day off at any time.
  - b. An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
  - c. An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
  - d. This sub-clause is subject to the employer informing each union which is both party to the award and which has member employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

#### **16. Crib/Meal Allowance**

If the employee works more than 1.5 hours overtime beyond their ordinary hours, he/she will be eligible for a \$15.00 meal allowance (inclusive of crib provisions). All other cribs in accordance with Award.

A meal crib break is a paid meal break of 30 minutes, for employees who are unable to leave their station.

A meal crib break of 30 minutes shall be allowed to employees after 3 hours on any shift greater than 6 hours duration. Where a meal crib break cannot be taken after 6 hours of work, the employee shall be entitled to double time until such a break is taken where authorization has been received in writing from the employer.

### **17. Long Service Leave**

Prior to any employee commencing employment, the company will register them with the Building and Construction Industry Portable Long Service Scheme. The company will strictly comply with all requirements of the Building and Construction Long Service Payments Act and in particular will issue all certificates of service with all details including the employees' registration number.

### **18. Register of Employees**

The company will maintain and provide on request, to the AWU Secretary or nominee, a register containing the name, classification, commencement date, date of birth, C+BUS, LSL and union number of all employees covered by this agreement.

### **19. Minimum Engagement**

Any employee including casuals instructed to report to work, including Saturdays, Sundays and public holidays, and work ceases due to any reason, or not required to start after reporting to the site or depot, will be paid a minimum of four hours

### **20. Picnic Day**

Consistent with the terms of the award, the company may request from an employee proof of picnic day attendance, i.e. current union membership card is proof. No work shall be scheduled on the 27th December each year which is the Annual Building and Construction Industry Picnic Day. Casuals who have not been engaged for more than 3 months shall not be entitled to payment.

In the case of an emergency, or due to the principal contractor's requirements, union members will receive the rate of double time and a half for working on that day.

### **21. Occupational Health and Safety/First Aid Training**

The parties to this agreement are committed to:

The safe operation of plant and equipment,

The observance of safe working practices,

The correct and proper use of all personal protective equipment (to be provided by the employer), and

To the safety and good health of all employees and customers.

The company recognises its responsibilities to provide a safe and healthy workplace and accordingly agrees:

To comply with all current codes of practice, regulations, Worksafe Australia documentation and approved and recognised industry standards as a minimum requirement. As well as compliance with the company's obligations under the Occupational Health and Safety Act 2000 as amended.

Where applicable and agreed employees will attend with pay all relevant OH&S codes of practice training courses.

To authorise all employees elected to safety committees to attend an approved and agreed safety committee/representative training course (as per section 31 of the NSW Occupational Health & Safety Regulation 2001) as soon as practicable or within one month of being elected to such a position.



All employees of the company will complete the accredited WorkCover Authority induction by an agreed provider and any applicable site-specific OH&S inductions.

All employees will have access to high quality amenities not less than the provisions required by WorkCover codes of practice/regulations.

Employees shall be afforded the opportunity to enrol in appropriate first aid training courses. The aim of the company will be to have a minimum of 25% of employees complete relevant first aid training during the life of this agreement.

## **22. Workers' Compensation and Rehabilitation**

The company agrees to the implementation of an agreed workers' compensation and rehabilitation policy. The operations of this policy shall be reviewed on a regular basis.

The parties commit to ensuring that the rehabilitation of injured workers is an accepted practice, and that suitable duties are provided when available. No employee will be terminated whilst on workers' compensation during the first 26 weeks of any injury.

If an injured employee is dismissed because he/she is not fit for employment as a result of an injury, and within a period of 2 years becomes fit to do the same job he/she was previously performing for the company, and the employee requests to be re-employed in that position, then at such time as the first vacancy becomes available the company will reinstate the said employee.

The parties agree that the person responsible for the management of rehabilitation cases must be adequately trained to do the job. If such a person is not available within the company, then the services of an agreed industry specific rehabilitation coordination provider/service will be utilised.

The company will ensure that all persons engaged to work are covered by workers compensation insurance with the estimated wages on a policy commensurate with the actual wages of the company and number of employees.

The company is aware of and will abide by the Workers' Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998 and all amendments.

## **23. Medical Checks**

The company has the right to request an employee to undergo a medical examination before commencement of employment. All costs of such to be paid by the company.

## **24. Disciplinary Procedures/Termination of Employment**

The company reserves the right to dismiss employees for wilful misconduct or abandonment of employment. For minor safety or procedural breaches, the company agrees to formally counsel the effected employee with a view to improving those deficiencies. The employee can request the union delegate, or union organiser, to be present at such counselling sessions. The company also reserves the right to dismiss employees after the issue of three written warnings.

## **25. Dispute Settlement Procedure**

There will be a genuine effort by all parties to resolve grievances of employees in a conciliatory fashion without recourse to stoppages of work.

Outlined herein are principles and procedures that will regulate the resolution of grievances and industrial disputes:

- (i.) Disputes on any work related grievance or industrial matter shall be dealt with as close to its source as possible.

- (ii.) An employee or the union delegate/official shall initially submit any work-related grievances and or industrial matters to the on-site company foreperson, supervisor or other appropriate site representative.
- (iii.) If the issue remains unresolved the employee or union delegate/official may then submit the issue to the appropriate senior management person.
- (iv.) If the dispute or grievance has the potential to cause disputation or dislocation to the work of employees of a different company working on the same site where applicable, appropriate management with the principle contractor will be notified.
- (v.) If the issue remains unresolved the matter may be referred to an executive official of the union for direct discussion with senior management of the company and or principle contractor.
- (vi.) Whilst the above procedures are being followed, work shall continually normally.
- (vii.) Should the matter remain unresolved after the direct discussions between the union and management there shall be a 48 hour cooling off period.
- (viii.) After the cooling off period the union and the company shall be free to exercise their respective rights. The issue in dispute shall be treated as if it is a "proposed agreement" and all parties shall be bound by the said provisions accordingly.

Each party will ensure each step of the above procedure is followed within reasonable time frames.

This dispute settlement procedure does not apply to health and safety issues.

## **26. Occupational Health and Safety Resolution Procedures**

- (i.) The parties to this agreement recognise the importance of occupational health and safety and will cooperate to ensure that standards are maintained and enhanced.
- (ii.) In the event of any disagreements on the necessity to carry out any safety measure or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause will be adopted.
- (iii.) No person shall dismiss a safety complaint. Any complaint shall be referred to the company safety officer or workers' safety representative to be dealt with in accordance with the following procedures:
  - a. Where any employee becomes aware of an unsafe situation, that employee will immediately notify the company safety officer and/or the workers' safety representative.
  - b. The relevant safety representative(s) will take immediate action to have the unsafe situation rectified.
  - c. Should the company safety officer consider that no safety precautions are necessary, he/she will notify the workers' safety representative accordingly as soon as possible.
  - d. While there is disagreement on the ruling of the company safety officer, he/she will arrange for the immediate transfer of all employees from the disputed area.
  - e. Should the company safety officer be of the opinion that no action is necessary and the workers' safety representative disagrees, an appropriate inspector from WorkCover will be requested to undertake an inspection of the disputed area for the purpose of resolving any such matter.
  - f. If disagreement still exists the chief inspector or nominee of WorkCover will be called in to assist in the resolution of the dispute.
- iv. Whilst the above procedure is being followed there will be no stoppage of work in respect to the matter being considered, except in an area alleged to be unsafe.

- v. It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to persons on the job, or the general public, can override normal demarcation practices.
- vi. Nothing in this clause shall be construed as restricting the rights of the appropriate Union official(s) to become involved at any stage of this process to assist with the resolution of any safety issue.

### **27. Consultative Committee**

The parties to this agreement recognise that consultation and employee involvement are essential to improved industrial relations and company performance. The workforce shall be fully informed and be given maximum opportunity for input into decision making. Appropriate consultative mechanisms shall be established within the company and where agreed on major projects.

A Joint Consultative Committee (JCC) will be established in companies with over twenty (20) employees. The role of this committee will be, but not limited to the following:

The monitoring of the implementation and on going operation of this agreement, and to seek remedies where the objectives of the agreement are not being met;

The development and monitoring of key productive improvements, and the measurement of the effectiveness of those initiatives;

The monitoring of the implementation of training measures the purpose of which will be to advance the concept of continuous workplace training and skills enhancement; and

The maintenance of effective compliance with the dispute settlement procedures of this agreement by all parties.

The committee shall consist of equal representation of both the employees and the company, and shall not be less than four members in total.

The committee may at its discretion call on other persons or experts to attend the committee and to advise it on specific matters of concern to the committee.

Employee representatives will be allowed reasonable time during working hours to prepare and/or report the outcome of meetings.

The committee will attempt to meet (at least) bi-monthly during the life of this agreement and will be jointly chaired by a representative of the company and a nominated representative of the employees.

The Secretary of the Union or nominee will be welcome to attend meetings of the consultative committee.

### **28. Trade Union Rights and Representation**

An employee elected as a union delegate shall upon notification by the union to the company be recognised as the accredited representative of the union. The delegate will be allowed all time during working hours to submit to the company matters affecting employees.

A delegate will be given access on site, to a telephone and all meetings and administrative facilities necessary for the performance of his/her duties.

To assist with the monitoring of this agreement and to facilitate communication and effective trade union representation the company agrees to be paid 2 hour meeting of employees if required by the Union within each twelve month period during the life of the agreement at an agreed time and venue. No work will be scheduled during such meetings. Additional meetings may be convened by agreement.

The company agrees to the payment to the union and the deduction of union fees from employees pay upon authorisation of an employee(s).

At the onset of renegotiations (three months prior to the expiry of this agreement) employees will be eligible to attend a union meeting during ordinary hours of work with pay, at an agreed venue and time, to discuss claims that may be applicable to their next enterprise agreement. No work will be scheduled during such meetings.

### **29. Right of Entry**

Accredited union officials shall have right of entry to any place or any premises where the company is undertaking work for the purpose of interviewing employees, checking on wage rates, award/agreement breaches, or safety conditions or regulations. Such accredited representatives of the union will not be required to give any period of notice before exercising their right of entry. However, upon arrival on site the accredited union representatives will notify appropriate company personnel available of their presence.

### **30. Initiatives for Improving Productivity**

1. E.F.T. it is agreed that the company is authorised to make payment of wages by Electronic Fund Transfer (EFT). All employees will nominate a Westpac bank account for the purposes of fortnightly payment of wages. Pay week begins on Monday and ends on Sundays with pays being transferred fortnightly on a Thursday. The only exception would be if a computer error beyond the control of the Employer resulted in a processing delay. Pay advices and associated documentation shall be mailed to the employee by 1800hrs on the Monday following pay day until such time as they are made available on the company website for viewing and downloading at the employees convenience. Six months of pay advices shall be available for viewing on the website.

Spread of Hours and Shiftwork - The spread of hours during which ordinary time (8 hours per day) Monday to Friday is applicable is extended beyond its current award scope to 6:00 am to 6:00 pm (5:00 am start during daylight savings).maximum of 38 ordinary hours, with weekly employees accruing 2 hours towards an RDO. All shift work that is not worked over 5 consecutive days shall be paid at overtime rates except where less than a full week is worked due to the action of the employee then in such cases the rate payable for actual time worked shall be ordinary shift rates.

RDO Flexibilities - It is a term of this agreement that the company will be afforded increased flexibility of rostered days off (RDO's) in recognition of the fact that the principal contractors for which the company works are covered by differing parent awards. There will be no penalty for working on construction industry RDO's. Only weekly employees can accumulate RDOs

### **31. Employee Awareness**

All current employees will be given a copy of this enterprise agreement with any further employees receiving a copy on commencement.

### **32. Annual Leave**

Shall be:

- (a) Accumulated and paid during company stand down periods being the Christmas and Easter School holidays.
- (b) Paid on termination.
- (c) Attract superannuation contributions.
- (d) Permanent Part time annual leave shall be calculated on a pro-rata basis.
- (e) Weekly employees as per clause 20 and 21 of the award
- (f) Casual rates are inclusive of annual leave entitlements.

### **33. No Extra Claims**

The employees of the company and union agree not to pursue any further claims against the company during the life of this agreement except where consistent with this agreement.

### **34. No Disadvantage**

Arising from the implementation of this agreement no employee will suffer a disadvantage in respect of rates of pay and conditions of employment.

### **35. Contracts of Employment**

#### **35.1 Probationary period**

Employees shall be the subjects of a probationary period for the first three months of their employment. During this probationary period either the employer or the employee may terminate the employment contract without notice.

An Employee may be placed on probation as part of a disciplinary issue, and during the agreed period, any further disciplinary breaches shall result in dismissal without notice. The further disciplinary breach does not need to be of the same nature as the original breach to still apply.

#### **35.2 Employment Status**

Weekly as defined in the award will receive preference to overtime before casuals.

Permanent Part-time Employee (PPT) means an Employee who is engaged for a minimum of 48 hours per fortnight and up to a maximum of 76 ordinary hours per fortnight.

Permanent Part Time employees shall also receive preference to overtime before casuals.

Permanent Part-time employees who have worked more than 1500 ordinary hours in the 12 month period from their PPT start date after the 1st of October 2004, shall be entitled to a minimum of 64 hours per fortnight - to be reviewed on an annual basis.

Only Permanent Part Time and Weekly employees are entitled to Service Increments and Gradings

Daily hire is no longer available.

Casual to work only 8 ordinary hours per day, minimum engagement of 4 hours, to a maximum of 38 ordinary hours per week. Casual employees shall not accrue RDO's.

Casuals receive 20% loading on ordinary hours only, to compensate for not getting public holidays, sick leave, redundancy, leave loading, annual leave and wet weather.

### **36. Public Holidays**

All employees shall be entitled to double time and a half when working on any of the following public holidays, New Year's Day, Australia Day, Good Friday, Easter Monday, Easter Saturday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, and Labor Day.

Permanent Part-time and Weekly Employees shall be entitled to 8 hours at ordinary rates when no work is performed on Public Holidays except Easter Saturday.

### **37. Rostering**

Employees shall be advised of their Roster as soon as practical each afternoon, Monday to Friday and the Employer must notify PPT Employees if they are not required the following day before 2000 EST at no penalty to the Employer.

Employees must provide a landline telephone number for the Employer to contact.

Employees not being available on a telephone landline will be responsible to contact the Employer each afternoon after 1700 E.S.T, at no penalty to the Employer.

### **38. Availability**

All Employees shall be available to work Monday to Friday and advance notification of 24 hours regarding inability to work a particular day must be given to the Employer.

Where Permanent Part Time Employees fail to notify their inability to work, or refuse a shift that is offered between Monday and Friday, 8 unpaid hours will be deducted from their fortnightly minimum hours at no penalty to the Employer.

### **39. Redundancy**

The Company shall make a payment of \$40.00 per week of service for each employee into the Australian Construction Industry Redundancy Trust (ACIRT). This clause does not apply to casuals and these provisions exist in lei of the Award conditions.

### **40. Anti Discrimination**

- i. It is the intention of the parties bound by this award to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996 (NSW)* to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- ii. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which by its terms or operation has a direct or indirect discriminatory effect.
- iii. Under the *Anti-Discrimination Act 1977 (NSW)* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- iv. Nothing in this clause is to be taken to affect:
  - a. Any conduct or act which specifically exempted from anti discrimination legislation.
  - b. Offering or providing junior rates of pay to persons under 21 years of age.
  - c. Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977 (NSW)*.
  - d. A party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- v. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### **41. Signatures of the Parties**

Signed for and on behalf of: \_\_\_\_\_ Date \_\_\_\_\_  
Traffic Services Australia

Signed for and on behalf of: \_\_\_\_\_ Date \_\_\_\_\_  
THE AUSTRALIAN WORKERS' UNION

## APPENDIX A

### WAGE RATES

CW2	1st October 2004	1st October 2005	1st September 2006
Weekly & Ppt (Per Hour)	\$15.50	\$16.00	\$16.50
Casuals	\$18.60	\$19.20	\$19.80
Trainee Weekly & Ppt	\$14.50	\$15.00	\$15.50
Trainee Casual	\$17.40	\$18.00	\$18.60

The above rates are in lieu of any industry allowance, follow the job loading, sick leave loading, travel pattern loading and distant places allowances as prescribed by the award.

All overtime to be calculated on the weekly/ppt hourly rate, including casuals.

All broken shift work after 6pm is to be paid at normal overtime rates.