

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/315

**TITLE: Midcoast Traffic Services Enterprise Agreement 2004**

**I.R.C. NO:** IRC4/1418

**DATE APPROVED/COMMENCEMENT:** 30 March 2004

**TERM:** 36 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 17 December 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all operational employees employed by SG&KM Osborne Pty Ltd, t/as Midcoast Traffic Services, undertaking traffic control/management, who fall within the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award

**PARTIES:** SG & KM Osborne Pty Ltd t/as Midcoast Traffic Services) -&- The Australian Workers' Union, New South Wales

# MIDCOAST TRAFFIC SERVICES ENTERPRISE AGREEMENT 2004

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### 1. Title and Objectives of This Agreement

This enterprise agreement shall be known as the Midcoast Traffic Services Enterprise Agreement 2004.

The objectives of this agreement are as follows:

- 1.1 to maintain and enhance the efficiency and productivity of the Company
- 1.2 to provide for increased pay and conditions of employment for the employees
- 1.3 to maintain and improve occupational health and safety standards at worksites
- 1.4 to recognize the value of training and provide increased opportunities for employees to upgrade skill levels
- 1.5 to meet the requirements of the principal contractors which engage the company
- 1.6 to engender a cooperative industrial relations environment within the company and between the parties.

## **2. Parties Bound**

This agreement binds SG & KM Osborne Pty Ltd, ABN 92 104 951 420, trading as MidCoast Traffic Services (and as trading under any other relevant registered business name/s), PO Box 66, Stuarts Point, NSW 2441, herein after referred to as "the Company", the Australian Workers' Union, NSW, herein after referred to as "the Union", and all employees of the Company whose employment is, at any time when the agreement is in operation, subject to the agreement.

## **3. Application**

The agreement covers the operational employees of MidCoast Traffic Services undertaking traffic control/management and other duties as listed in the classification structure of this agreement. Such work primarily occurs in relation to the road maintenance industry.

## **4. Relationship to Parent Award**

- 4.1 This agreement is to be read and interpreted wholly in conjunction with the General Construction & Maintenance Civil & Mechanical Engineering Etc., (State) Award, herein after referred to as "the award".
- 4.2 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, unless otherwise stated in the agreement.
- 4.3 Where this agreement is silent the terms of the award, the award as at 01 January 2004 shall apply.
- 4.4 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.

## **5. Period of Operation**

This agreement will stay in force for a period of three years from the date of certification by the Industrial Relation Commission of New South Wales.

## **6. Negotiations for a Subsequent Agreement**

- 6.1 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.
- 6.2 The parties intend to conclude these negotiations prior to the nominal expiry date.
- 6.3 These negotiations shall be conducted between the parties with the negotiated outcome being subject to majority approval of a vote of the employees.

## **7. Types of Employment**

- 7.1 This agreement allows for the employment of full-time, part-time and casual employees. The employer will notify employees of the nature of their employment prior to being employed. An employee's wages slip will indicate the nature of their employment. When, by agreement, an employee moves from one type of employment to another they will be notified in writing of the effective date of such a change.
- 7.2 Full time and part-time employment will be by the week
- 7.3 Casual employment will be by the hour with a minimum of 4 hours per day being worked and/ or paid.

- 7.4 Persons employed as permanents will be subject to a 3-month probationary period. Termination may take place by either party during this time on the provision of 1 day's notice.

## **8. Classifications and Wages Rates**

This agreement provides for all employees to be classified at CW2 of the parent award. Leading hands will receive allowances as shown in the pay rates table.

All expense related allowances not specifically mentioned in this agreement will be paid as per the award.

- 8.1 The following rates of pay will apply to employees of MidCoast Traffic Services.

Classification	Ordinary Hourly Wage Rate
Traffic Controller	General Construction Award CW2 (as varied) plus \$0.70 per hour
General Operations Employee (not elsewhere classified)	General Construction Award CW2 (as varied) plus \$0.70 per hour
Leading Hand Allowance in addition to the above	
Person in charge of 3 or less people	\$1.00 per hour
Person in charge of more than 3 people	\$2.00 per hour

- 8.2 The above wages will be increased by any variation to the award as handed down by the Industrial Relations Commission of New South Wales.
- 8.3 Casual employees will be paid for each ordinary hour employed, at the rate in the above classification table, plus a loading of twenty per cent. This casual loading is to compensate for conditions only available to permanent employees, such as public holidays, annual leave, leave loading, sick leave and redundancy. While working overtime the casual loading will be absorbed into the overtime payment.

## **9. Hours of Work**

- 9.1 The clients for whom MidCoast Traffic Services is providing traffic control services often determine the hours of work. This is to ensure maximum client satisfaction and continued future work for Mid Coast Traffic Services.
- 9.2 Permanent full time employees may work an average of 38 hours per week over a four-week cycle subject to the hours provisions of this clause.
- 9.3 Part-time employees may work a minimum of 16 hours per week provided they are regular weekly hours that do not alter.
- 9.4 Casual employees may work a maximum of 38 ordinary hours in one week. The hours of work of a casual employee will be in accordance with this clause as requested by the employer.
- 9.5 Ordinary hours for work for all employees will be 38 hours per week, with a maximum of 8 ordinary hours per day, between 6.00am and 6.00pm, Monday to Friday. During daylight savings period ordinary hours can commence at 5.00am.
- 9.6 With the agreement of a majority of members in a crew, the ordinary hours may be varied outside this range. Any such change to the commencement of ordinary hours of work will occur with a minimum of twenty-four hours notice provided by the Company. Such working arrangements will be known as shift work.
- 9.7 Where shift working arrangements occur employees will be paid at the shift rate of 1.25 times the ordinary hourly rate (including the casual loading where applicable).

## **10. Overtime**

- 10.1 Where an employee works in excess of the ordinary hours specified in the agreement they will be paid as follows

For the first 2 hours at the rate of 1.5 times the ordinary hourly rate

thereafter, at the rate of 2.0 times the ordinary hourly rate.

- 10.2 All work on Saturday will be overtime with the first 2 hours paid at the rate of 1.5 times ordinary hourly rate and 2.0 times thereafter. Work on Sundays will all be paid at 2.0 times ordinary hourly rate.
- 10.3 Each days overtime calculation stands alone.

## **11. Public Holidays**

Employees working on a public holiday will receive a paid day off in lieu or be paid 2.5 times ordinary hourly rate for working on that day.

## **12. Fares and Travelling Allowance**

- 12.1 Employees will be paid in addition to the wage rates prescribed in this agreement a daily fares and travel allowance of \$15.00 per day, if asked to report to a work site in their own vehicle. This rate will not be varied during the life of this agreement.
- 12.2 Where the company provides, or offers to provide transport to the site, an allowance of \$5.10 is payable. This allowance will vary in accordance with variations to the award.
- 12.3 Once an employee has travelled more than 100 kilometres in his/her vehicle, he/she is entitled to \$0.40 per kilometre for the excess kilometres travelled.
- 12.4 Where an employee is required to travel to a work location where the employee will be absent from home overnight (as a passenger in any conveyance) the employee will, whilst so travelling, be paid at ordinary rates of pay.
- 12.5 While working away and absent overnight employees will be accommodated and provided with all meals to a reasonable standard.

## **13. Superannuation**

The company is, and will remain during the life of this agreement, a participating employer in the C+Bus Superannuation Scheme. The company will, prior to commencement of employment, ensure that a prospective employee is a member of, or enrolls in the C+Bus scheme.

The company will pay a contribution to C+Bus of 9% of gross wages and any increase stipulated by Federal law. All superannuation contributions will accrue weekly and be paid monthly to C+Bus.

## **14. Safety Apparel**

The Company agrees to supply any safety equipment required by employees.

On commencement, a safety vest, (with retro-reflective tape attached to the torso area of the garment), a company shirt and a hat will be provided.

After twenty (20) working days of employment, employees will receive an additional company shirt.

It is the employees responsibility to maintain issued safety apparel and to wear this apparel on all work sites.

Employees who terminate their employment with the employer within three months of commencement or issue of safety apparel will be required to return all issued items. The employee will reimburse the company for any unreturned items, by way of payroll deduction from their final pay.

Deductions for unreturned items will be calculated on the following basis

In the first month of issue	100	percent
In the second month of issue	66	percent
In the third month	33	percent
After the third month of issue	0	percent

#### **15. 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)

#### **16. Long Service Leave**

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

#### **17. Minimum Engagement**

Any employee instructed to report to work, including Saturdays, Sundays and public holidays, and work ceases for any reason, will be paid a minimum of four (4) hours.

#### **18. 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 first Monday of December each year which is the Annual Building and Construction Industry Picnic Day or another day by agreement with the union. Casuals who have been engaged for more than 3 months are entitled to payment.

In the case of an emergency, or due to the principal contractors requirements, employees will receive the rate of double time and a half for working on that day.

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

The parties of this agreement are committed to

The observance of safe working practices

The safe operation of plant and equipment

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

The safety and good health of all employees and customers.

The Company recognizes 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 recognized industry standards as a minimum requirement, as well as compliance with the Company's obligations under the *Occupational Health and Safety Act 1983* as amended.

Where applicable and agreed, taking into account the casual nature of the employment, approved employees will attend with pay relevant OH&S training courses.

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

Employees shall be afforded the opportunity to enroll in appropriate first aid training courses. The aim of the company is to ensure that at all times at least 25% of employees have undertaken relevant first aid training.

## **20. Workers Compensation and Rehabilitation**

- 20.1 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.
- 20.2 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.
- 20.3 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 reengage the said employee.
- 20.4 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 a professional rehabilitation coordination provider/service will be utilized.
- 20.5 The company will ensure that all persons engaged to work are covered by workers compensation insurance with the estimated wages on a policy being commensurate with the actual wages of the company and number of employees.
- 20.6 The company and their employees will comply with the following steps to ensure expedited payment of workers compensation:
  - 20.6.1 All employees will report injuries/accidents at the earliest possible time after the incident.
  - 20.6.2 All employees will comply with requirements for making a workers compensation claim, including the provision of a medical certificate at the earliest possible time after the incident.
  - 20.6.3 In cases where the employee is unable to comply with the above, the company will assist in fulfilling the requirements for making a claim.
- 20.7 The company is aware of and will abide by sections 90 and 93 of the Workers Compensation Act 1987 which provides that:
  - 20.7.1 It must keep a register of injuries in a readily accessible place. The company will ensure that all accidents/injuries are recorded in a site accident book. The company will maintain these records centrally, when work on a particular site is complete.
  - 20.7.2 All employees must enter any injury in the register. The company must be notified of all injuries on site immediately.
  - 20.7.3 On receiving a claim for compensation the company must forward the claim or documentation to its insurer within seven days.
  - 20.7.4 The company who receives a request from its insurer for further specified information must within seven days after receipt of the request furnish the insurer with information in possession of the company or reasonably obtainable by the company.
  - 20.7.5 The company upon receipt of compensation money from its insurer will pay the money immediately to the person entitled to the compensation.

- 20.8 The parties agree to implement any changes to the procedure for the processing of a workers compensation form.
- 20.9 In cases where there is no dispute about an injury having been sustained at work or travelling to/from work, the company is liable to pay workers compensation immediately upon notice of the injury being given by the employee.
- 20.10 The company shall make payments of workers' compensation to an injured worker as promptly as possible.

## **21. Medical Checks**

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

## **22. 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 affected 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.

## **23. Dispute Settlement Procedure**

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

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

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

23.2.2 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 company representative.

23.2.3 If the issue remains unresolved the employee or union delegate/official may then submit the issue to the appropriate senior management person.

23.2.4 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.

23.2.5 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.

23.2.6 Whilst the above procedures are being followed, the work shall continue normally.

23.2.7 Should the matter remain unresolved after the direct discussions between the union and management there shall be a 48 hour cooling off period.

23.2.8 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.

23.3 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.



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

- 24.1 The parties to this agreement recognize the importance of occupational health and safety and will cooperate to ensure that standards are maintained and enhanced.
- 24.2 In the event of any disagreement on the necessity to carry out any safety measures or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause will be adopted.
- 24.3 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:
  - 24.3.1 Where any employee becomes aware of an unsafe situation, the employee will immediately notify the company safety officer and/or the workers' safety representative.
  - 24.3.2 The relevant safety representative/s will take immediate action to have the unsafe situation rectified.
  - 24.3.3 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.
  - 24.3.4 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.
  - 24.3.5 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.
  - 24.3.6 If disagreement still exists the chief inspector or nominee of WorkCover will be called in to assist in the resolution of the dispute.
- 24.4 Whilst the above procedure is being followed there will be no stoppage of work in respect to the matter being considered, except in the area alleged to be unsafe.
- 24.5 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.
- 24.6 Nothing in this clause shall be construed as restricting the rights of the appropriate union official/s to become involved at any stage of the process to assist with the resolution of any safety issue.

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

- 25.1 The Company recognizes the employee's right to have reasonable access to his/her union
- 25.2 The Company agrees to the deduction of union fees from employees pay and payment to the union upon receipt of authorization from an employee/s
- 25.3 At the outset of negotiations (three months prior to the expiry of this agreement) employees will be eligible to attend a union meeting, with pay, at agreed venues and time to discuss claims that may be applicable to the next enterprise agreement. No work will be scheduled during such meetings, which are to be kept to two hour's duration. All sites are to be visited separately for any union meetings.

## **26. Right of Entry**

Accredited AWU officials shall have right of entry to any place or any premises where the Company is undertaking work, for the purposes of interviewing employees, checking on wage rates, award/agreement queries, or safety conditions or regulations. The accredited representative of the AWU will give reasonable notice before exercising their right of entry. Upon arrival at the site the accredited AWU official will notify appropriate company personnel available of their presence.

## **27. Initiatives for Improving Productivity**

- 27.1 EFT. It is agreed that the Company is authorized to continue to make payment of wages by Electronic Funds Transfer (EFT). All employees will nominate a bank account for the purposes of weekly payment of wages.
- 27.2 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 RDO's.

## **28. Employee Awareness**

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

## **29. Annual Leave**

Permanent employees receive annual leave as per clauses 20 and 21 of the award. Casual rates are inclusive of annual leave entitlements.

## **30. 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.

## **31. 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.

## **32. Anti-Discrimination**

- 32.1 It is the intention of the parties bound by this agreement 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, homosexual, transgender identity age and responsibilities as a carer.
- 32.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement 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 agreement, which by its terms or operation has a direct or indirect discriminatory effect.
- 32.3 Under the *Anti-Discrimination Act 1977* (NSW) it is unlawful to victimize an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 32.4 Nothing in this clause is to be taken to affect:
- 32.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation.
- 32.4.2 Offering or providing junior rates of pay to persons under 21 years of age.
- 32.4.3 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).
- 32.4.4 A party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

32.5 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.

**33. Certification**

SIGNATURES OF THE PARTIES

Bruce Caldwell

05 March 2004

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Signed for and on behalf of  
SG & KM OSBORNE PTY LTD

Date

15.03.04

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Signed for and on behalf of  
THE AUSTRALIAN WORKERS' UNION

Date