



Asta Traffic Management Pty
Ltd

**Enterprise Agreement for
Casual Traffic Controllers 2024**

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1. Title

This Agreement is the **Asta Traffic Management Pty Ltd Enterprise Agreement for Casual Traffic Controllers 2024**.

2. Commencement and Duration

2.1 This Enterprise Agreement ("Agreement") shall commence operation seven (7) days after the date of its approval by the Fair Work Commission.

2.2 The Agreement will have a nominal expiry date Four (4) years after the date of approval and will continue to operate after the nominal expiry date until it is terminated or replaced.

2.3 It is agreed that arising from the implementation of this Agreement, no Employee will suffer a disadvantage in respect of rates of pay and conditions of employment.

3. COVERAGE AND APPLICATION

3.1 This Agreement covers and when in operation applies to:

- (a) Asta Traffic Management Pty Ltd ("Company"), and
- (b) Employees of the Company employed in the classifications contained in and defined by this Agreement who are engaged in Traffic Control work. For the avoidance of doubt, the Agreement does not cover and apply to supervisors and managers.

3.2 The Agreement does not cover and apply to employees engaged or assigned to work on a particular project, if a project-specific enterprise agreement approved by the Fair Work Commission is in operation and is expressed to cover and apply to the Company and its employees in relation to the relevant work on the particular project.

3.3 The Company must ensure that copies of this Agreement, the Award and the National Employment Standards are available to all Employees to whom they apply at a conveniently located at or near the workplace or through electronic means, whichever makes them more accessible or made available (Whether in hard copy or through electronic means) to an Employee within a reasonable time following a request by the Employee.

4. AGREEMENT STATUS

4.1 Relationship with modern awards

This Agreement operates to the exclusion of all modern awards which would otherwise have application.

4.2 Relationship with National Employment Standards (NES)

(a) This Agreement must be read in conjunction with the NES. Where there is any inconsistency between the terms of this Agreement (except where the Agreement term is more beneficial to the employee) and the NES, the NES shall prevail to the extent of the inconsistency.

(b) An employee's contract of employment is to be read in conjunction with this Agreement, and where there is any inconsistency between a term of the contract and a term of this Agreement (Except where the contract term is more beneficial to the employee), the Agreement term shall prevail to the extent of the inconsistency. The contract of employment is not part of this

Agreement and is not incorporated into this Agreement by reference or otherwise.

5. NO EXTRA CLAIMS

During the term of this Agreement the parties agree not to pursue any extra claims except as otherwise provided for by this Agreement and the Act.

6. DEFINITIONS

Act means the Fair Work Act 2009 (CTH)

Agreement means the Asta Traffic Management Pty Ltd Enterprise Agreement 2024.

Approved Training Organisation is an entity or institution that has been officially recognized and authorized by a regulatory or certifying body to provide training in a specific field or for a particular purpose.

Award means the Building and Construction General On-site Award [MA000020]

Company means Asta Traffic Management Pty Ltd

Employee and employees mean an employee and employees covered by this Agreement and to whom this Agreement applies.

FWC or FW Commission means the Fair Work Commission or its successor.

IFA means an Individual Flexibility Arrangement or Individual Flexibility Agreement.

NES means the National Employment Standards as contained in the Act.

Parties means the Company and employees covered by this Agreement and to whom this Agreement applies.

Redundancy or Redundant means a situation where an employee ceases to be employed by the Company to whom this Agreement applies, other than reasons of misconduct or refusal of duty.

Traffic Controller(s) means any Employee of the employer covered by this Agreement who is engaged in traffic control or management within the classifications defined in this Agreement and holding the appropriate licenses issued by Fair work NSW.

Work means work in, or in connection with the on-site building, engineering and civil construction industry.

7. EMPLOYMENT ARRANGEMENTS

7.1 Employment categories

Employees may be engaged as full-time, part-time, casual or for a fixed or maximum term or on a specified term or specified task basis, subject to the FW Act.

7.2 Full-time employee

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week over a roster cycle, plus reasonable additional hours.

7.3 Part-time employee

(a) A part time employee is one who is engaged to work less than 38 hours per week plus reasonable additional hours but who has reasonably predictable hours of work. The Company will inform a part-time employee of the ordinary hours of work, workdays, start and finishing times and the period of part-time employment, which may be varied by mutual agreement. A part-time Employee will accrue leave on a pro-rata basis (based on the number of ordinary hours worked per week) but will not participate in the RDO arrangements as set out in clause 14.2 below.

(b) A part-time employee and the Company may agree in writing at any time to a change in the arrangements for working hours and start I finish times.

(c) A part-time employee who works additional hours beyond the agreed working hours will be entitled to the overtime and penalty rates prescribed by clause 14.3 below.

7.4 Casual employee

(a) A casual employee is one who is engaged and paid as such in accordance with this Agreement.

(b) A casual employee may be offered engagements for work within a defined roster or otherwise, and on each occasion the employee is able to either accept or decline the offer. In any case, the Company has no commitment to provide a casual employee with further engagements or continuing indefinite work, and the employee has no expectation of further engagements or continuing indefinite work beyond each engagement. If the casual employee is engaged to work a roster on a regular or systematic basis, the employee accepts that there is no expectation of ongoing or future employment and that at any time the employee may be removed from the roster and offered no further work engagements with the Company.

(c) For ordinary hours, a casual employee shall be paid the applicable base hourly rate for their classification. Rates are based off the daily hire award and include a 25% loading on that award.

(d) For each engagement, a casual employee shall be entitled to payment for a minimum of four 4 hours.

(e) The casual loading is paid as compensation for annual leave, annual leave loading, paid personal/carer's leave, compassionate leave (except as provided by the NES), absence on public

holidays, redundancy benefits, notice of termination of employment as provided to fulltime and part-time employees, and any other paid leave entitlements that are ordinarily provided to fulltime and part-time employees (except as otherwise provided by the NES).

(f) A casual employee may work up to 38 ordinary hours in a week with a maximum of 8 ordinary hours per day, plus reasonable additional hours, Monday to Friday, but will not participate in the RDO arrangements. For each hour worked, the casual employee shall be paid a casual loading calculated as 25% of the base 'daily hire' hourly rate for the employee's classification. Where a casual employee performs overtime work, weekend work or public holiday work, the overtime rate/ penalty payment applicable under this Agreement will be calculated on the base casual rate for the employee's classification.

(g) Offers and requests for conversion from casual to full-time or part-time employment will be in accordance with the NES.

(h) Notice of termination for a casual employee is one (1) hour by either party.

8. FLEXIBILITY

8.1 The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(a) the agreement deals with one (1) or more of the following matters:

- (i) arrangements about when work is performed,
- (ii) overtime rates,
- (iii) penalty rates,
- (iv) allowances,
- (v) leave loading; and

(b) the arrangement meets the genuine needs of the Company and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the Company and employee.

8.2 The Company must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Fair Work Act 2009; and

(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

8.3 The Company must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and employee; and
- (c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement,
 - (ii) how the arrangement will vary the effect of the terms,
 - (iii) how the employee will be better off overall in relation to the terms and conditions of employment as a result of the arrangement, and
- (e) states the day on which the arrangement commences.

8.4 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 The Company or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement, or
- (b) if the Company and employee agree in writing - at any time.

9. DISCRIMINATION

9.1 It is the objective of the parties to this agreement to eliminate workplace discrimination and sexual harassment, to promote equal employment opportunity and encourage affirmative action as a means to prevent discrimination.

9.2 The aim of the Company is to provide a work environment free from all types of discrimination and sexual harassment for all Employees, fully supporting the Sex Discrimination Act 1984 and the Anti-Discrimination Act 1977.

9.3 The Company will comply with all applicable requirements of the federal and territory legislation on discrimination, including, but not limited to discrimination on the grounds of race, religion, national origin, marital status, gender, disability or age.

9.4 The Company will not discriminate against applicants or Employees in employment, promotion, demotion, transfer, recruitment, recruitment advertising, stand downs, termination, rates of pay and other forms of compensation, and selection for training.

9.5 The Company will train all Company personnel to promote a workplace which is inclusive and free from discrimination and harassment.

9.6 Sexual harassment

- (a) Sexual harassment is unacceptable behavior, which is not asked for and can take many forms, obvious or subtle, direct or indirect. It can include but is not limited to display of sexually

suggestive, offensive degrading material, computer screen savers and e-mail, sexually suggestive comments or messages, wolf whistling or physical contact and indecent assault.

(b) Any alleged complaint of discrimination or sexual harassment will be handled with utmost confidentiality, fairly and expeditiously, for all those Involved. Noting that the responsibility for discrimination and sexual harassment matters lies with senior management of the Company.

10. CONSULTATION AND CHANGE

10.1 This clause applies if the Company:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees, or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

10.2 Major change

For a major change referred to in subclause 10.1 (a):

(a) the Company must notify the relevant employees of the decision to introduce the major change and

(b) subclauses 10.3 to 10.9 apply.

10.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause

10.4 If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and

(b) the employee or employees advise the Company of the identity of the representative, then the Company must recognise the representative.

10.5 As soon as practicable after making its decision, the Company must:

(a) discuss with the relevant employees:

(i) the introduction of the change, and

(ii) the effect the change is likely to have on the employees, and

(iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the employee, and

(b) for the purposes of the discussion - provide in writing to the relevant employees.

- (i) all relevant information about the change including the nature of the change proposed, and
- (ii) information about the expected effects of the change on the employees, and
- (iii) any other matters likely to affect the employees.

10.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

10.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

10.8 If a term in this Agreement provides for a major change to production, program, organisation, structure, or technology in relation to the enterprise of the Company, the requirements set out in subclauses 9.2 (a), 9.3 and 9.5 are taken not to apply.

10.9 In this clause, a major change is "likely to have a significant effect on employees" if it results in:

- (a) the termination of the employment of employees, or
- (b) a major change to the composition, operation, or size of the Company's workforce or to the skills required of employees, or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure), or
- (d) the alteration of hours of work, or
- (e) the need to retrain employees, or
- (f) the restructuring of jobs.

11. CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK.

For a change referred to in subclause 10.1(b):

- (a) the Company must notify the relevant employees of the proposed change, and
- (b) subclauses 11.1 to 11.5 apply.

11.1 The relevant employees may appoint a representative for the purposes of the procedures of this clause.

11.2 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and
- (b) the employee or employees advise the Company of the identity of the representative, then the Company must recognise the representative.

11.3 As soon as practicable after proposing to introduce the change, the Company must:

- (a) discuss with the relevant employees the introduction of the change, and
- (b) for the purposes of the discussion - provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change, and

- (ii) information about what the Company reasonably believes will be the effects of the change on the relevant employees,
 - (iii) information about any other matters that the Company reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

11.4 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

11.5 The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

11.6 In this clause, "relevant employees" means the employees who may be affected by the major change.

12. DISPUTE RESOLUTION

12.1 In the event of a dispute in relation to a matter arising under this Agreement or the National Employment Standards (the "dispute"), in the first instance the parties will attempt to resolve the dispute at the workplace by discussions between the Company and employee or employees concerned and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

12.2 At any stage, an employee who is a party to the dispute may appoint a person of their choice as their representative for the purposes of the dispute resolution procedures. Where the person appointed is another employee covered by this Agreement, that person will be released from work without loss of pay for ordinary hours in order to attend proceedings as the appointed representative.

12.3 If the following discussions, the dispute is unable to be resolved, any party may refer the dispute to the FWC. The FWC may deal with the dispute in 2 stages:

- (a) the FWC will first attempt to resolve the dispute as it considers appropriate including by mediation, conciliation, expressing an opinion or making a recommendation, and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute, and
 - (ii) make a determination (decision) that is binding on the parties.

12.4 If the FWC arbitrates the dispute, in doing so it may use the powers that are available to it under the Fair Work Act 2009.

12.5 A decision that the FWC makes in arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act 2009, and therefore an application for an appeal may be made against the decision.

12.6 While the parties are attempting to resolve the dispute using the procedures in this clause (including having the matter dealt with by the FWC):

- (a) an employee must continue to perform his or her work as normal unless the employee has a reasonable concern about an imminent risk to his or her health or safety, and
- (b) the employee must comply with a direction of the Company to perform other available work at the same or another workplace, unless:
 - (i) the work is not safe to be performed by the employee, or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed, or
 - (iii) the work is not appropriate for the employee to perform, or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

12.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

13. TERMINATION OF EMPLOYMENT

13.1 Notice of termination

- (a) Subject to the Act:
 - (i) Where the Employee has been given notice of termination or has given notice of termination but fails to work the full period of the notice, or where the employee leaves the employment without giving notice the Company shall be entitled to deduct from any remuneration due to the employee an amount equivalent to the remuneration (as described above in relation to payment in lieu of notice) for the period not worked.
 - (ii) The employment of employees engaged on a fixed or specified term or specified task contract will automatically cease upon the expiration of the term or completion of the task unless either party ends the employment earlier by terminating the employment in accordance with this clause.

(iii) A casual employee's employment may be terminated by either party giving one (1) hour of notice to the other, or by the payment or forfeiture of one (1) hour's pay as the case may be.

(iv) The Company may advise a casual employee that they will not be offered a work engagement the following day, or until otherwise offered subsequent work by the Company. Such advice constitutes notice of termination for the purposes of this Agreement.

(v) If the company decides to terminate a casual employee's employment after the commencement of a scheduled shift, the employee is entitled to be paid for at least the minimum amount of hours for that day (4).

13.2 Summary dismissal

In the case of serious misconduct, the Company may terminate an employee's employment without notice or payment in lieu of notice and in such a case the employee will be paid up to the time of termination, plus payment for any accrued entitlements due under the NES or this Agreement.

14. HOURS OF WORK

14.1 Ordinary hours

(a) The ordinary hours for casual employees shall be the agreed hours to be worked within a spread of hours 6:00am and 6:00pm Monday to Friday inclusive, to a maximum of eight (8) hours on any one day, and a maximum of 38 ordinary hours in any week. Casual employees will not participate in an RDO arrangement.

(b) Meal and rest breaks shall be taken at times determined by the Company, provided that the Company shall not require an employee to work for more than five (5) hours without a meal break except in urgent or emergency circumstances.

14.2 Additional hours- overtime

(a) In addition to ordinary hours of work, the Company may require an employee to work reasonable additional hours. Overtime rates will be paid for additional hours worked.

(b) The requirement to work overtime shall be subject to the NES, and the Company is not obliged to provide overtime. However, the nature of the work is such that employees may be requested to work additional hours, which may include work on weekends, public holidays, shift work, and overtime hours.

(c) When calculating overtime, each day stands alone but when an employee works overtime that continues beyond midnight on any day, the time worked after midnight will be deemed to be part of the day before for the purpose of this clause.

(d) Employees required to work overtime will be paid as follows:

(i) For all overtime worked by day work employees Monday to Friday - 150% of the base hourly rate for the first two (2) hours or part thereof worked, and 200% thereafter.

(ii) For all hours worked by day work employees on a Saturday- 150% of the base hourly rate for the first two (2) hours worked, and 200% thereafter, provided that all time worked after midday Saturday will be paid at 200% of the base hourly rate for each additional hour or part thereof worked.

(iii) For all hours worked on a Sunday- 200% of the base hourly rate for all hours worked.

(iv) For all hours worked on a public holiday- 250% of the base hourly rate for all hours worked.

(e) If, on the instructions of the Company, an employee resumes or continues to work without having had ten (10) consecutive hours off duty, the employee must be paid at 200% of the ordinary hourly rate until the employee is released from duty for such period and will then be entitled to be absent until the employee has had ten (10) consecutive hours off duty.

(f) Subject to this subclause, an employee recalled to work after finishing work for the day or shift and leaving (whether notified before or after leaving) shall be paid for a minimum four (4) hours work at the appropriate overtime rate, provided that:

(i) in the case of casual employees, the minimum payment shall be for four (4) hours, and

(ii) the employee will not be required to work the full four (4) hours where the work for which the employee is recalled is completed within a shorter period, and

(iii) this subclause shall not apply where it is customary for the employee to return to work to undertake a specific task, or where the overtime is continuous (subject to a reasonable meal break) with the commencement or completion of ordinary work time.

(c) An employee engaged to work on a Sunday or public holiday shall be paid for a minimum four (4) hours work at the appropriate overtime rate.

14.3 Meal breaks and rest breaks

(a) Day work employees:

(i) Meal breaks (one (1) per eight (8) hour day, 30 minutes unpaid) and rest breaks (two (2) per eight (8) hour day (15 minutes each, paid) shall be taken at times determined by the Company, provided that the Company shall not require an employee to work for more than five (5) hours without a meal break except in urgent or emergency circumstances.

(ii) The meal breaks provided by this subclause are available only where an employee works five (5) or more continuous hours on any day.

14.4 Shift work

(a) The Company may engage an employee to undertake shiftwork and may require a day work employee to undertake shift work.

(b) For the purposes of this clause:

(i) "Shiftwork" means any system of work in which operations are being continued by the employment of a group of employees on work on which another group of employees had been previously engaged.

(ii) "Day Shift" means any shift that commences at or after 6:00am and before 6:00pm.

(iii) "Night Shift" means any shift that commences at or after 6:00pm and before 6:00am.

(iv) "Regular Night Shift" means a night shift of ordinary hours which does not rotate or alternate with other shifts so as to give an employee at least one third of their time on shifts other than night shift in a four (4) week cycle.

(c) Where shifts start between 11.00pm and midnight on a Sunday or public holiday, the time so worked before midnight will not entitle the employee to the Sunday or public holiday rate.

(d) Where a shift falls partly on a Sunday or a public holiday, the shift where the major portion of the hours fall will be regarded as the Sunday or public holiday shift.

(e) Where an employee transfers to and/ or from day work to shiftwork, the employee must be provided with ten (10) consecutive hours off between the work of successive days or shifts or otherwise must be paid at 200% of the base wage rate for the hours worked.

(f) For each ordinary hour of work by an employee on a shift as defined in subclause (b) above, the employee shall be paid the applicable base hourly rate plus a loading in accordance with the following table:

Shift	Loading
Day Shift	Nil
Night Shift	50%

(g) In lieu of the above loadings (night shift) the following loadings shall apply on the days indicated:

Shift	Loading
Saturday	50% for first 2 hours (before 12pm), 100% thereafter
Sunday	100%
Public Holidays	150 %

(h) The above shift loadings are not paid for work on additional hours/ overtime. For the avoidance of doubt, a shift work employee who works overtime will be paid either the base wage rate plus loading described in this clause 14, or the overtime rate described in clause 14.2 Additional hours - overtime, whichever is the higher.

15. REMUNERATION

15.1 Wages and classification structure

(a) Employees shall be paid the remuneration (base wage rates per hour) for the employee's classification as set out in this agreement.

(b) The base wage rates apply from the beginning of the first pay period to commence on or after the date indicated.

(c) The base wage rates have been calculated to include annual leave loading, and all other allowances, except industry allowance, daily fares and travel pattern allowance, meal allowance, and site allowance in respect of distant work.

15.2 Allowances

(a) Daily fares and travel pattern allowance

In addition to the base wage rates, employees shall be paid a daily fares and travel allowance of \$21.19 on any day when an employee starts and finishes work on a construction site, provided that the allowance is not payable where the Company:

- (i) provides or offers to provide transport free of charge from the employee's home to the place of work and return, or
- (ii) provides a fully maintained vehicle free of charge to the employee

(a) Travel between work sites

An employee transferred from one work site to another during working hours will be paid for time spent in travel at ordinary wage rates and, if the Company does not provide transport and the employee uses their private vehicle, the employee will be paid an allowance of \$0.95 per km.

(b) Use of private vehicles on Company business.

An employee who is specifically requested by the Company to use their private vehicle on Company business will be paid an allowance of \$0.95 per km.

(c) Overtime meal allowance

An employee who is required to work more than two (2) hours overtime after working ordinary hours inclusive of time worked for RDO accrual purposes shall be paid a meal allowance of \$17.57 to meet the cost of a meal, provided that an employee who is paid meal allowance pursuant to subclause 16.2 Distant work is not also entitled to the benefit of this clause.

(d) Work-related expenses

(i) Employees will be reimbursed for all work-related reasonable expenses approved by the Company and incurred in the proper performance of the duties and responsibilities, provided that in each case the employee must produce evidence satisfactory to the Company that the expenses were incurred.

(ii) For the avoidance of doubt the term "work-related expenses" does not include an employee's use of their private vehicle in circumstances where the employee is entitled to payment of an allowance in accordance with paragraph (a) Travel between work sites, paragraph (b) Use of private vehicle on Company business or subclause clause 16.2 Distant work.

(e) Site allowance

(i) An employee who is required to undertake distant work where it is not possible or reasonable for the employee to return home each night to the employee's residence as declared to the Company in accordance with clause 16.2 Distant work will be entitled to payment of a site allowance at the rate of \$50 per day or part thereof spent at or travelling to and from the distant work location, provided that payment of the allowance in either case will be made once only in respect of each day.

(ii) For the avoidance of doubt, where travel to or from distant work commences before midnight on any particular day and extends into the following day, for the purposes of calculating entitlement to payment of site allowance the whole of the time spent in travel will be deemed to have occurred on the first day when travel commenced.

(f) Payment of wages

(i) Wages, allowances, and other monies shall be paid weekly in arrears by electronic transfer into an account nominated by the employee at a financial institution.

(ii) Payment at termination of employment shall be made within seven (7) calendar days of the effective date of termination.

(iii) The requirement for payments under this clause is subject to the Company making deductions authorized under this Agreement or by the Act.

15.3 Superannuation

(a) The Company will make superannuation contributions on the employee's behalf in accordance with the Superannuation Guarantee (Administration) Act 1992 (CTH).

(b) Superannuation contributions will be made to a Mysuper complying superannuation fund nominated by the employee. If the employee does not nominate a complying superannuation fund, contributions will be paid to an eligible complying superannuation fund nominated by the Company subject to any requirements of the ATO rules relating to Stapled Superannuation Funds.

Date	%
1 Julv 2023 - 30 June 2024	11.00
1 Julv 2024 - 30 June 2025	11.50
1 July 2025 - 30 June 2026	12.00
1 July 2026 - 30 June 2027	12.50

(c) For the purpose of all superannuation payments under this agreement or superannuation legislation "Ordinary Time Earnings" (which, for the purposes of the Superannuation Guarantee (Administration) Act 1992, will operate to provide a notional earnings base) shall mean the actual ordinary rate of pay the Employee receives for ordinary hours of work including the rates in the schedules to this agreement, the site allowance in Clause 15.1 of this Agreement, and, where applicable, the following:

- (a) The daily fares and travel patterns allowance (in Clause 15.2 of the Agreement);
- (b) The Multi-Storey allowance (in Clause 23.3 of the Award);
- (c) The leading hand allowance (in Clause 19.2 of the Award);
- (d) The first aid officer allowance (in Clause 23.6 of the Award);
- (e) In charge of plant allowance (in Clause 23.9 of the Award);
- (f) Casual loadings; and
- (g) Shift loadings.

16. TRAVEL, AND DISTANT WORK

16.1 Daily travel

(a) Employees shall start and cease work on the job at the usual commencing and finishing times and will transfer from site to site as directed by the Company.

- (b) Daily fares and travel allowance is payable to employees in accordance with subclause 15.2(a).
- (c) Time spent by employees travelling from home to the job and return outside ordinary hours will not be regarded as time worked for the purposes of identifying ordinary hours worked.
- (d) An employee transferred from one site to another during working hours will be paid for the time occupied in travelling and must be paid the per km allowance prescribed in subclause 15.2(b) where the Company does not provide transport and the employee uses their private vehicle.

16.2 Distant work

- (a) The Company may require an employee to undertake distant work at locations where it is not reasonable or possible for the employee to return to their normal place of residence each night.
- (b) The employee's normal place of residence is the residence address declared in writing by the employee to the Company at the time the employee commenced employment. No subsequent change of residence address will be accepted unless the Company agrees.
- (c) Where the employee is required to undertake distant work, the Company shall provide the employee with accommodation at no expense to the employee. For each day or part thereof when the employee undertakes distant work, the employee shall be paid a meal allowance of \$17.57 per meal, where the employee is not otherwise provided with all meals.
- (d) Where an employee is required to travel in order to take up distant work, the employee shall be paid:
 - (i) for time spent in travel within the employee's ordinary hours of work- the employee's base wage rate.
- (e) For the time spent in travel to and from distant work, the employee will not be entitled to daily fares and travel pattern allowance as provided in subclause 15.2(a), but otherwise will be entitled to reimbursement for the cost of meals and incidental travel expenses as follows:
 - (i) meal allowance of \$17.57 per meal or part thereof, provided that the entitlement to meal allowance will be established either pursuant to this clause 16.2(e) or to clause 16.2(c) but not both, and
 - (ii) where the Company does not provide transport and the employee uses their private vehicle, an allowance of \$0.57 per km.

17. PUBLIC HOLIDAYS

17.1 Subject to the provisions of this clause, public holidays are: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, Boxing Day and any other days or part-days declared or prescribed within a State or Territory or observed as a public holiday in the State / Territory and locality where the employee works.

17.2 Due to the operational requirements of the Company and nature of the work, the Company has a reasonable expectation that employees will work public holidays when requested. An employee may refuse a reasonable request to work on a public holiday provided that the employee has reasonable grounds for doing so.

17.3 An employee required to work on a public holiday under this Agreement will be paid at double time and one half of the base wage rate for each hour worked on a public holiday under this Agreement.

18. ACCIDENT PAY

18.1 An employee is entitled to worker's compensation. Payments will be paid their relevant base wage rate for ordinary hours in accordance with applicable State/ Territory legislation.

18.2 Where an employee is absent from work and receiving a worker's compensation benefits and such absence extends over a public holiday, payment for the public holiday shall be made by the worker's compensation insurer or by the Company, but not both.

18.3 For the avoidance of doubt, it is the intention of this clause that an employee who is absent from work and entitled to worker's compensation payments will be paid during the absence at the employee's relevant base wage rate as a total amount of payment.

18.4 Subject to applicable legislation, the benefits of this clause are available to an employee for a maximum of 52 weeks of absence, whether in one continuous period or a combination of periods totaling 52 weeks.

19. ALLOWANCES

Allowances	Rate
Meal allowance – overtime	\$17.57 for a meal
Industry allowance – residential building and construction industry	\$1.26 per hour (additional to the rates below)
Industry allowance – general building and construction industry and civil construction industry	\$1.57 per hour (additional to the rates below)
Fares and travel allowance	\$21.19 per day
Leading Hand Allowance (Team Leader) 1 person	\$0.84 per hour (2.4% of minimum rate of highest classification supervised, or employee’s own rate, which ever is higher)
Leading Hand Allowance (Team Leader) 2-5 persons	\$1.85 per hour (5.3% of minimum rate of highest classification supervised, or employee’s own rate, which ever is higher)
Leading Hand Allowance (Team Leader) 6-10 persons	\$2.33 per hour (6.7% of minimum rate of highest classification supervised, or employee’s own rate, which ever is higher)
Leading Hand Allowance (Team Leader) 10+ persons	\$3.14 per hour (9% of minimum rate of highest classification supervised, or employee’s own rate, which ever is higher)
Distant work payment	Payment for time outside ordinary working hours reasonably spent in travel, paid at the ordinary time hourly rate, calculated to the nearest quarter of an hour, with a minimum payment of half an hour per day for each return journey and any expenses necessarily and reasonably incurred which if using own vehicle is \$0.57 per km
Living away from home – daily fares allowance	\$21.19 per day

Allowances	Rate
Travelling between construction sites – transported by employer	payment for travel time
Travelling between construction sites – employee uses own car for a transfer from one site to another during work hours	payment for travel time + \$0.95 per km
Travelling between construction sites – not transported by employer	payment for travel time + the reasonable cost of fares by public transport between sites

Living away from home – distant work

Allowances	Rate
Camp meal expenses allowance	Reimbursement for food reasonably bought or \$17.57 per meal plus \$50 site allowance per day.
Living away from home allowance - required to live in camp	Camp accommodation with free board
Travelling expenses - forward and return journey - travel time allowance	Payment at the minimum hourly rate (including any relevant all purpose allowance) for travel time from the transport terminal to work. Maximum payment of 8 hours per day.
Travelling expenses - forward journey - fares and meal allowance - not provided with transport	reimbursement for the cost of the transport fare on the appropriate method of public transport to the job, any excess payment for transporting tools plus \$17.57 per meal
Travelling expenses - forward journey - fares and meal allowance - provided with transport	\$17.57 per meal
Travelling expenses allowance - return journey - provided with transport	\$17.57 per meal
Travelling expenses allowance - weekend return home	\$42.89 per occasion

20. Wage Rates – Casual Traffic Controllers

20.1 The hourly wage rates for Traffic Controllers shall be:

	From Commencement	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Residential Work	\$34.44	35.30	36.18	37.08	38.01
Non - Residential	\$34.84	35.71	36.60	37.52	38.46

20.2 The above rates are applicable for ordinary hours only. Overtime loadings, shift loadings or penalty rates payable under the Award or this Agreement will be applied to the rates in the table above.

20.3 Classifications for Traffic Controller

20.3.1 In relation to Traffic Controllers, the Agreements classify Employees on the basis of the relevant qualification that the Employee holds.

20.3.2 The relevant qualifications are the following which are Issued by the NSW Government through Safe Work NSW or equivalent:

Agreement Classification Level	Relevant Qualification	Qualifications
CW2	Traffic Controller	Traffic controller (TCR)
CW2	Implement Traffic Control Plan	Implement traffic control plans (IMP)
CW2	Select and Modify Traffic Control Guidance Plans	Traffic controller (TCR) and Implement traffic control plans (IMP)
CW2	Design and Inspect Traffic Control Guidance Plan	Prepare a work zone traffic management plan (PWZ)

Traffic controller (TCR) – direct traffic in accordance with a work zone traffic management plan

Implement traffic control plans (IMP) – implement a work zone traffic management plan in the immediate vicinity of a workplace.

Prepare a work zone traffic management plan (PWZ) – design (including vary) or inspect a work zone traffic management plan.

Casual – General Building and Construction- Residential Work - Table 1 of 3 (rates non-inclusive of industry allowance)

Classification	Hourly pay rate	Overtime - Monday to Friday - first 2 hours	Overtime - Monday to Friday - after 2 hours	Overtime - Saturday before 12 noon - first 2 hours	Overtime - Saturday before 12 noon - after 2 hours	Overtime - Saturday - after 12 noon
Level 2 (CW/ECW 2)	\$34.44	\$51.66	\$68.88	\$51.66	68.88	\$68.88

Table 2 of 3

Classification	Saturday after Good Friday	Sunday	Public holiday	Working during a meal break	Less than 10 hour break between shifts	Morning or early afternoon shift (5 in a row) - Monday to Friday
Level 2 (CW/ECW 2)	\$86.10	\$68.88	\$86.10	\$68.88	\$68.88	\$43.05

Table 3 of 3

Classification	Afternoon, night or early morning shift (5 in a row) - Monday to Friday	Broken shifts (less than 38 hours worked over 5 in a row) - Monday to Friday - first 2 hours	Broken shifts (less than 38 hours worked over 5 in a row) - Monday to Friday - after 2 hours	Overtime - Monday to Friday - shiftwork	Overtime - Saturday after Good Friday - shiftwork	Less than 8 hour break between shifts - change to shift
Level 2 (CW/ECW 2)	\$51.66	\$51.66	\$68.88	\$68.88	\$86.10	\$68.88

Casual – General Building and Construction- Non-Residential Work - Table 1 of 3 (rates non-inclusive of industry allowance)

Classification	Hourly pay rate	Overtime - Monday to Friday - first 2 hours	Overtime - Monday to Friday - after 2 hours	Overtime - Saturday before 12 noon - first 2 hours	Overtime - Saturday before 12 noon - after 2 hours	Overtime - Saturday - after 12 noon
Level 2 (CW/ECW 2)	\$34.84	\$52.26	\$69.68	\$52.26	\$69.68	\$69.68

Table 2 of 3

Classification	Saturday after Good Friday	Sunday	Public holiday	Working during a meal break	Less than 10 hour break between shifts	Morning or early afternoon shift (5 in a row) - Monday to Friday
Level 2 (CW/ECW 2)	\$87.10	\$69.68	\$87.10	\$69.68	\$69.68	\$43.55

Table 3 of 3

Classification	Afternoon, night or early morning shift (5 in a row) - Monday to Friday	Broken shifts (less than 38 hours worked over 5 in a row) - Monday to Friday - first 2 hours	Broken shifts (less than 38 hours worked over 5 in a row) - Monday to Friday - after 2 hours	Overtime - Monday to Friday - shiftwork	Overtime - Saturday after Good Friday - shiftwork	Less than 8 hour break between shifts - change to shift
Level 2 (CW/ECW 2)	\$52.26	\$52.26	\$69.68	\$69.68	\$87.10	\$69.68

SIGNATURES PAGE

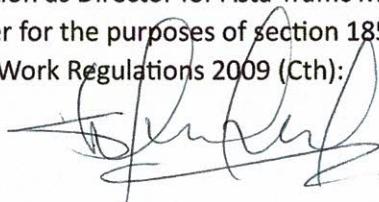
Authorised Signatories

For the purposes of s185(2)(a) of the Fair Work Act 2009 (Cth) and Regulation 2.06A of the Fair Work Regulations 2009 (Cth), the following authorised persons certify that the preceding pages are a true copy of the Asta Traffic Management Pty Ltd Enterprise Agreement 2024 (the "Agreement") as made on **07/02/2024**:

Employer's representative

I, Saeed Girgis Abdou Marzouk, of 894-898 Richmond Road Berkshire Park NSW 2765, am authorised by my position as Director for Asta Traffic Management Pty Ltd sign this Agreement on behalf of the employer for the purposes of section 185(2)(a) of the Fair Work Act 2009 (Cth) and Regulation 2.06A of the Fair Work Regulations 2009 (Cth):

Signed



Date 07/02/2024

Director

Asta Traffic Management Pty Ltd

Employee/ Employees' representative

I, _____, of _____ being an employee in a class of employees who will be bound by the Agreement, am authorised by my position as _____ to sign this Agreement for the purposes of section 185(2)(a) of the Fair Work Act 2009 (Cth) and Regulation 2.06A of the Fair Work Regulations 2009 (Cth):

Signed

Date 07/02/2024

Asta Traffic Management Pty Ltd Employee bound by the Agreement

Employee Sign Off

Name	Position	Address (personal or work address)	Signature
Taise Abbas Nabin Timal Kim	Traffic Controller Traffic Controller	79-21 Regent ST Redfern 109 Wallis Ave/Strathfield	