



DECISION

Fair Work Act 2009
s.210—Enterprise agreement

Canberra Metro Operations Pty Ltd
(AG2018/6928)

CANBERRA METRO OPERATIONS AGREEMENT 2018

Rail industry

DEPUTY PRESIDENT MASSON

MELBOURNE, 11 JUNE 2019

Application for variation of the Canberra Metro Operations Agreement 2018.

[1] An application has been made for approval of a variation to the *Canberra Metro Operations Agreement 2018* (the Agreement). The application was made by Canberra Metro Operations Pty Ltd pursuant to section 210 of the *Fair Work Act 2009* (the Act).

[2] The application seeks to vary various clauses of the Agreement. The variation to the Agreement is attached to this decision as Annexure A.

[3] I am satisfied that each of the requirements of ss.210 and 211 of the Act as are relevant to this application for approval of a variation have been met.

[4] The Applicant provided written undertakings to meet concerns that particular requirements of ss.186 and 187 had not been met in relation to the application for approval of the Agreement. The undertakings were accepted and the Agreement was approved on 27 June 2018. Those undertakings form part of the Agreement as varied.

[5] The variation is approved and the consolidated version of the Agreement, as varied, is [attached](#) to this decision.

[6] In accordance with s.216 of the Act, the variation operates from 11 June 2019.



DEPUTY PRESIDENT

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**CANBERRA METRO
OPERATIONS AGREEMENT 2018 - PROPOSED VARIATION**

Following discussions between Canberra Metro, the RTBU, ETU and Employees, the following varied clauses were put to employees covered by the *Canberra Metro Operations Agreement 2018 (the Agreement)* on 27 November 2018 for endorsement. Following the required access period, employees unanimously endorsed (via secret ballot on 6-7 December 2018) the proposed changes as outlined below:

Variation Clause
<p>1. Change of union title (Clause 1):</p> <p>1.2 <i>Australian Rail, Tram and Bus Industry Union</i></p>
<p>2. Change to shift worker definition as per letter of undertaking (Clause 2):</p> <p><i>“Shift worker” for the purposes of the National Employment Standards, will be defined as an Employee who is a seven (7) day shift worker who is regularly rostered to work on Sundays and public holidays.</i></p>
<p>3. Inclusion of additional definitions (Clause 2):</p> <p><i>“CSO” Customer Service Officer.</i></p> <p><i>“Regulator” means an Employee required to perform the duties contained in Appendix B and in receipt of the Allowance provided in Clause 19.</i></p>
<p>4. Clarification of Agreement expiry date as per the letter of undertaking (Clause 3 – new wording highlighted in yellow):</p> <p><i>3.1 This Agreement will operate from its Commencement Date, which is the seventh (7th) day after approval by the FWC and shall have a nominal expiry date which is four (4) years from the date of approval of the Agreement by the FWC.</i></p>
<p>5. New clause as required by the FWC and as per letter of undertaking previously provided (New clause):</p> <p>4. Precedence of NES</p> <p><i>This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.</i></p>
<p>6. New clause outlining the process for applying for and managing flexible working arrangement requests (New Clause 9):</p> <p>9. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS</p> <p>9.1 Employee may request change in working arrangements</p> <p>9.1.1 Clause 9 applies where an Employee has made a request for a change in working arrangements under s.65 of the FW Act.</p>

Note 1: Section 65 of the FW Act provides for certain Employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: The Company may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 9 is an addition to s.65.

9.2 Responding to the request

9.2.1 Before responding to a request made under s.65, the Company must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- (a) the needs of the Employee arising from their circumstances;
- (b) the consequences for the Employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The Company must give the Employee a written response to an Employee's s.65 request within 21 days, stating whether the Company grants or refuses the request (s.65(4)).

Note 2: If the Company refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

9.3 What the written response must include if the Company refuses the request

9.3.1 This Clause applies if the Company refuses the request and has not reached an agreement with the Employee under clause 9.2.

- (a) the written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) if the Company and Employee could not agree on a change in working arrangements under clause 9.2, the written response under s.65(4) must:

- (i) state whether or not there are any changes in working arrangements that the Company can offer the Employee so as to better accommodate the Employee's circumstances; and
- (ii) if the Company can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

9.4 What the written response must include if a different change in working arrangements is agreed

9.4.1 If the Company and the Employee reached an agreement under clause 9.2 on a change in working arrangements that differs from that initially requested by the Employee, the Company must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

9.5 Dispute resolution

9.5.1 Disputes about whether the Company has discussed the request with the Employee and responded to the request in the way required by this clause, can be dealt with under Clause 41.

7. New clause as required by the FWC and as per letter of undertaking previously provided (**New insertion in Contract of Employment clause**):

11. Contract of Employment

11.6 Part-time Employees who work in excess of agreed hours (or as varied by further agreement), will receive overtime penalties in accordance with Clause 28.

8. New title of CSO (previously known as 'Host') and inclusion of *Authorised Officer* Classifications and rates as per below (will escalate as per wage rates in 15.3) (**Updated classifications in Wage Rate clause and Appendix A**):

15. WAGE RATES

Trainee Authorised Officer - \$22.60
Authorised Officer <1 Year - \$25.00
Authorised Officer >1 Year - \$30.50

9. Increased rates for the below classifications (**Updated Wage Rate clause, will escalate as provided in the table in 15.3**):

15. WAGE RATES

Civil Technician - \$43.38; and
Electrical Technician - \$43.38

10. New On-call Allowance (**New Clause 19**):

19. ON CALL ALLOWANCE

19.1 When an Employee is nominated by the Company to be on call to carry out work as required outside of their ordinary shift hours, then they will be entitled to the 'On Call Allowance' as follows:

19.1.1 When an Employee is on call for a part day/night they shall be entitled to a payment of \$27.25 flat;

19.1.2 When an Employee is on call for a full day Monday to Friday they shall be entitled to a payment of \$54.49 flat per day;

19.1.3 When an Employee is on call for a full day on the weekend or Public Holiday they shall be entitled to a payment of \$81.75 flat per day.

19.2 Employees will be entitled to a minimum of four (4) hours at the relevant overtime rate on each occasion that an Employee is called out.

19.3 If an Employee is called back to the original location within the four (4) hour payment period mentioned in 19.2 will not be entitled to any extra payment until their working time exceeds the four (4) hour period.

11. New Regulator / LRV Trainer Allowance (**New Clause 20**):

20. REGULATOR / LRV OPERATOR TRAINER ALLOWANCE

20.1 An LRV Operator who is qualified (as determined by the Company) and is appointed by the Company to perform the duties of a Regulator or LRV Operator Trainer will receive a flat allowance of \$10.50 per hour for each hour actually worked in such a capacity.

20.2 Employees appointed by the Company to the role of Regulator in accordance with this Clause will be required to perform the duties contained in Appendix B.

20.3 *The Regulator / LRV Operator trainer allowance shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.*

12. **New Buddy Driver Allowance (New Clause 21):**

21. BUDDY DRIVER ALLOWANCE

21.1 *A 'buddy driver' is a competent LRV Operator (as determined by the Company) that is required to accompany an Employee completing their LRV Operator training in accordance with the Company requirements.*

21.2 *An Employee performing this function will be paid an additional 5% loading above their Wage Rate whilst performing the buddy function with trainee LRV Operators.*

21.3 *For the avoidance of doubt, an Employee will not be eligible for both the buddy driver allowance and the Regulator / LRV Operator allowance at the same time. An Employee shall be directed by the Company to perform either the buddy driver or LRV Operator trainer role and receive the applicable allowance, but not both.*

13. **New First Aid Allowance (New Clause 22):**

22. FIRST AID ALLOWANCE

22.1 *An Employee who holds a current Senior First Aid Qualification may be appointed by the Company as a First Aid Officer. Such an Employee shall be paid a flat allowance of \$15.83 per week worked.*

22.2 *The allowance in Clause 22.1 shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings*

14. **New Meal Allowance (New Clause 23):**

23. MEAL ALLOWANCE

23.1 *Employees required to extend their shift by more than two (2) hours after signing on duty shall be entitled to a meal allowance of \$12.95 per shift.*

15. **New Electrical Licence Allowance (New Clause 24):**

24. ELECTRICAL LICENCE ALLOWANCE

24.1 *An Employee who is required to hold a current Electrical Licence will be paid a flat allowance of \$40.00 per week.*

24.2 *The allowance in Clause 24.1 shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.*

24.3 *An Employee in receipt of the allowance in 24.1 will not be eligible for the reimbursement of the cost of renewing their Electrical Allowance.*

16. **New provision to allow different patterns of ordinary hours for technicians and CSO's (New insertion in Hours of Work Clause):**

26. HOURS OF WORK

26.3 The Company may require Employees engaged in the CSO and Technician classifications (only), after consultation with the affected Employees, to work different patterns of Ordinary Hours, up to 10 Ordinary Hours per day.

17. New provision to prevent the rostering of broken shifts for technicians (only) (New insertion in Hours of Work Clause – new wording highlighted in yellow):

26. HOURS OF WORK

26.8.3 The Company will be able to implement broken shifts within a spread of 12 hours. Broken shifts will not be implemented for Employees engaged in the Technician classifications.

18. New inclusion of paid 15 minute rest break for technicians (only) (New insertion in Meal Breaks Clause):

29. MEAL BREAKS

29.6 Employees engaged in the Technician classifications (only) will be entitled to a paid 15 minute rest break per shift.

19. Clarification that Compassionate leave will operate as per the NES in the FW Act (Amended wording in the Compassionate Leave Clause):

32. COMPASSIONATE LEAVE

32.1 Employees will be entitled to two (2) days' Compassionate Leave in accordance with the FW Act and will operate as per the National Employment Standards.

20. Clarification that employees will be eligible for Parental leave in accordance with Company Policy (Amended wording in the Parental Leave Clause):

33. PARENTAL LEAVE

33.1 Employees will be entitled to Parental Leave in accordance with the Company policy.

21. Inclusion of Family and Domestic violence leave as per Award provision (New Clause 34):

34. FAMILY AND DOMESTIC VIOLENCE LEAVE

34.1 This clause applies to all Employees, including casuals.

34.2 In this clause:

34.2.1 Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

34.2.2 Family member means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (c) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

34.2.3 A reference to a spouse or de facto partner in the definition of family member in clause 34.2.2 (a) includes a former spouse or de facto partner.

34.3 An Employee is entitled to five (5) days' unpaid leave to deal with family and domestic violence, as follows:

34.3.1 The leave is available in full at the start of each 12 month period of the Employee's employment; and

34.3.2 The leave does not accumulate from year to year; and

34.3.3 Is available in full to part-time and casual Employees.

34.3.4 A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Company.

34.3.5 The Company and Employee may agree that the Employee may take more than five (5) days' unpaid leave to deal with family and domestic violence.

34.3.6 Employees may also access their personal/carers leave accrual to cover the period of family and domestic violence leave taken in accordance with this clause.

34.4 Taking unpaid leave

34.4.1 An Employee may take unpaid leave to deal with family and domestic violence if the Employee:

(a) is experiencing family and domestic violence; and

(a) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

34.4.2 The reasons for which an Employee may take leave, include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

34.5 Service and continuity

34.5.1 The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

34.6 Notice and evidence requirements

34.6.1 An Employee must give the Company notice of the taking of leave by the Employee under this clause. The notice:

(a) must be given to the Company as soon as practicable (which may be a time after the leave has started); and

(b) must advise the Company of the period, or expected period, of the leave.

22. New Appendix B highlights duties required to be eligible for the Regulator allowance (**Appendix B**):

An Employee appointed by the Company to the role of Regulator will be eligible for the allowance contained in Clause 19 and will be required to perform the following duties:

- Monitor passengers safety and security via CCTV and help points;

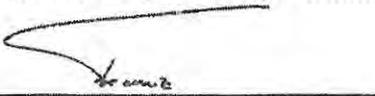
- Monitor equipment performance via PMCS and report anomalies to the Infrastructure department;
- Monitor service punctuality and reliability via the vehicle location system;
- Ability to drive light rail vehicle in revenue service and degraded mode;
- Assist the Customer Information Officer in dealing with passenger information requests;
- Assist the Duty Manager as required;
- Online supervision and monitoring of Light Rail Vehicle Operator and CSO performance;
- Carry out their role as described within the operational emergency and incidents response plans;
- Direct all rail movement along the alignment and troubleshooting of defective equipment and coordinates the replacement of LRV's with maintenance;
- Participate in the training of new Employee and refresher training for current Employees on Regulator duties;
- Receive defect reports from Light Rail Vehicle Operators, provide first-line support to them, and report to the Rolling Stock maintenance function if not resolved;
- On-site incident response as required.

SIGNATORIES FOR THE APPROVAL OF THE VARIED CLAUSES OUTLINED ABOVE AND ENDORSED BY THE EMPLOYEES ON 6-7 DECEMBER 2018:

Signed for and on behalf of the Company

Name: Tilo Franz
 Address: PO Box 819 Mitchell ACT 2911
 Title: GM

I am authorised by the Company to sign this Agreement on its behalf.

Signature: 

Witness (signed): 

Name: Alicia Welsh

Address of witness 490 Northbarn Ave, Dickson ACT 2602

Dated this 10th day of December 2018

AND

Signed for and on behalf of the Australian Rail, Tram and Bus Industry Union

Name: Alexander Claassens
Address: 4/321 Pitt st, Sydney.
Title: Branch Secretary.

I am authorised by the Australian Rail, Tram and Bus Industry Union to sign this Agreement on its behalf.

Signature: A Claassens.
Witness (signed): Al Bennett
Name: LIZANNE BENNETT
Address of witness 4/321 Pitt St Sydney 2000
Dated this 11th day of December 2018

Signed for and on behalf of the Employees

Name: Anthony Reid
Address: WATSO - Northbourne Av Dickson.
Title: LRV driver.

I am authorised by the Employees to sign this Agreement on their behalf.

Signature: [Signature]
Witness (signed): [Signature]
Name: ALICIA WELSH.
Address of witness 450 Northbourne Ave, Dickson ACT
Dated this 10th day of December 2018

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

CANBERRA METRO OPERATIONS AGREEMENT 2018

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1. SCOPE AND APPLICATION OF THE AGREEMENT

This Agreement is made under the *Fair Work Act 2009* (Cth) and those bound by this Agreement are:

- 1.1 Canberra Metro Operations Pty Ltd ABN: (88 612 397 485);
- 1.2 Australian Rail, Tram and Bus Industry Union; and
- 1.3 All persons who are engaged by Canberra Metro Operations Pty Ltd in the operation and maintenance of the Canberra Light Rail network for which classifications and/or rates of pay are prescribed by this Agreement.

2. DEFINITIONS

“**Agreement**” means the *Canberra Metro Operations Agreement 2018*.

“**Canberra Light Rail Operations**” means the Canberra Light Rail Network.

“**Certificate**” means any certificate provided by a Registered Training Organisation.

“**Commencement date**” means the seventh day after the Agreement has been formally approved by Fair Work Commission.

“**Company**” means Canberra Metro Operations Pty Ltd (ABN: 88 612 397 485).

“**Shift worker**” for the purposes of the National Employment Standards, will be defined as an Employee who is a seven (7) day shift worker who is regularly rostered to work on Sundays and public holidays.

“**CSO**” Customer Service Officer.

“**Employee**” means any Employee of the Company whose employment is covered by the terms of this Agreement.

“**FWC**” means the Fair Work Commission.

“**FW Act**” means the *Fair Work Act 2009* (Cth).

“**LRV**” means Light Rail Vehicle.

“**WHS**” means Workplace Health and Safety.

“**Night Work Allowance**” means an allowance paid to Employees by the Company as defined by Clause 18 of this Agreement that is calculated as a percentage of the Wage Rate for Ordinary Hours worked after 7pm and before 6am.

“**Ordinary Hours**” means the ordinary hours that the Employee is required to work, from Monday to Sunday inclusive, and which shall average 38 hours per week over an eight (8) week period, averaged as provided in Clause 26.1.

“**Regulator**” means an Employee required to perform the duties contained in Appendix B and in receipt of the Allowance provided in Clause 20.

“**Union**” means the Australian Rail, Tram and Bus Industry Union.

“**Wage Rate**” means the Employee’s ordinary hourly rate of pay as set out in Clause 15 of this Agreement.

3. DATE OF OPERATION AND NOMINAL EXPIRY DATE

- 3.1 This Agreement will operate from its Commencement Date, which is the seventh (7th) day after approval by the FWC and shall have a nominal expiry date which is four (4) years from the date of approval of the Agreement by the FWC.
- 3.2 This agreement will remain in operation after the nominal expiry date until replaced by another agreement or terminated in accordance with the FW Act.

4. PRECEDENCE OF NES

- 4.1 This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

5. OBJECTIVES OF AGREEMENT

The fundamental objective of this Agreement is to create a framework consistent with the intent of the Parties to each of the following goals:

- 5.1 To establish an agreed set of conditions of employment;
- 5.2 To promote increased business competitiveness through continuous improvement in operational safety, reliability, quality customer service and enhanced productivity; and
- 5.3 To avoid industrial action by following at all times the agreed disputes resolution procedures, so as to develop a dispute-free work site culture.

6. NO EXTRA CLAIMS

- 6.1 The Union and Employees agree that this Agreement is in settlement of all bargaining and other claims for the life of the Agreement. There will be no extra claims made, nor industrial action, by the Employees or organised by the union for increases in wages, conditions or other benefits for the duration of this Agreement.

7. WORKPLACE FLEXIBILITY

- 7.1 Workplace flexibility is a condition of employment. Employees shall be multi-skilled and are to work in a completely flexible manner to perform works as directed by the Company and consistent with Appendix A. All Employees will be required to perform a diverse range of functions within their level of skill and competence. The Company may direct the Employee, and the Employee will be obliged, to carry out such duties in accordance with this Agreement that are within the limits of the Employee's skill, competence and training as determined by the Company and any such direction issued by the Company will be consistent with the Company's responsibility to provide a safe and healthy work environment.
- 7.2 Employees may be required to work reasonable overtime or shift work in excess of the Ordinary Hours during the working week and at weekends.

8. INDIVIDUAL FLEXIBILITY TERM

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

8.1.1 The Agreement deals with one (1) or more of the following matters:

- (a) arrangements about when work is performed;
- (b) overtime rates;
- (c) penalty rates;

(d) allowances; and

(e) leave loading.

8.1.2 The arrangement meets the genuine needs of the Company and Employee in relation to on (1) or more of the matters mentioned in 8.1.1; and

8.1.3 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:

8.2.1 Are about permitted matters under section 172 of the *Fair Work Act 2009*; and

8.2.2 Are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

8.2.3 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:

8.3.1 Is in writing; and

8.3.2 Includes the name of the Company and Employee; and

8.3.3 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

8.3.4 Includes details of:

(a) the terms of the Agreement that will be varied by the arrangement; and

(b) how the arrangement will vary the effect of the terms; and

(c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(d) 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:

8.5.1 By giving no more than 28 days written notice to the other party to the arrangement; or

8.5.2 If the Company and Employee agree in writing — at any time.

9. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

9.1 Employee may request change in working arrangements

9.1.1 Clause 9 applies where an Employee has made a request for a change in working arrangements under s.65 of the FW Act.

Note 1: Section 65 of the FW Act provides for certain Employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: The Company may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 9 is an addition to s.65.

9.2 Responding to the request

9.2.1 Before responding to a request made under s.65, the Company must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- (a) the needs of the Employee arising from their circumstances;
- (b) the consequences for the Employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The Company must give the Employee a written response to an Employee's s.65 request within 21 days, stating whether the Company grants or refuses the request (s.65(4)).

Note 2: If the Company refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

9.3 What the written response must include if the Company refuses the request

9.3.1 This Clause applies if the Company refuses the request and has not reached an agreement with the Employee under clause 9.2.

- (a) the written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) if the Company and Employee could not agree on a change in working arrangements under clause 9.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the Company can offer the Employee so as to better accommodate the Employee's circumstances; and
 - (ii) if the Company can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

9.4 What the written response must include if a different change in working arrangements is agreed

9.4.1 If the Company and the Employee reached an agreement under clause 9.2 on a change in working arrangements that differs from that initially requested by the Employee, the Company must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

9.5 Dispute resolution

9.5.1 Disputes about whether the Company has discussed the request with the Employee and responded to the request in the way required by this clause, can be dealt with under Clause 41.

10. CONSULTATION TERM

10.1 This Clause 10 applies if the Company:

10.1.1 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

10.1.2 Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

10.2 For a major change referred to in Subclause 8:

10.2.1 The Company must notify the Relevant Employees of the decision to introduce the major change; and

10.2.2 Clauses 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.

10.4 If:

10.4.1 A Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and

10.4.2 The Employee or Employees advise the Company of the identity of the representative;

the Company must recognise the representative.

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

10.5.1 Discuss with the Relevant Employees and their representative (if nominated):

(a) the introduction of the change; and

(b) the effect the change is likely to have on the Employees; and

(c) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and

10.5.2 For the purposes of the discussion – provide, in writing, to the Relevant Employees and their representative (if nominated):

(a) all relevant information about the change including the nature of the change proposed; and

(b) information about the expected effects of the change on the Employees; and

(c) 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 and their representative (if nominated).

10.7 The Company must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees and their representative (if nominated).

- 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 Subclause 11 and Clauses 10.3 and 10.5 are taken not to apply.
- 10.9 In this Clause 10, a major change is **likely to have a significant effect on Employees** if it results in:
- 10.9.1 The termination of the employment of Employees; or
 - 10.9.2 Major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
 - 10.9.3 The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 10.9.4 The alteration of hours of work; or
 - 10.9.5 The need to retrain Employees; or
 - 10.9.6 The need to relocate Employees to another workplace; or
 - 10.9.7 The restructuring of jobs.

Change to regular roster or ordinary hours of work

- 10.10 For a change referred to in Subclause 10.1.2:
- 10.10.1 The Company must notify the Relevant Employees of the proposed change; and
 - 10.10.2 Clauses 10.11 to 10.15 apply.
- 10.11 The Relevant Employees may appoint a representative for the purposes of the procedures in this Clause 10.
- 10.12 If:
- 10.12.1 A Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
 - 10.12.2 The Employee or Employees advise the Company of the identity of the representative;
- the Company must recognise the representative.
- 10.13 As soon as practicable after proposing to introduce the change, the Company must:
- 10.13.1 Discuss with the Relevant Employees and their representative (if nominated) the introduction of the change; and
 - 10.13.2 For the purposes of the discussion - provide to the Relevant Employees and their representative (if nominated):
 - (a) all relevant information about the change, including the nature of the change; and
 - (b) information about what the Company reasonably believes will be the effects of the change on the Employees; and

- (c) information about any other matters that the Company reasonably believes are likely to affect the Employees; and

10.13.3 Invite the Relevant Employees and their representative (if nominated) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

10.14 However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees and their representative (if nominated).

10.15 The Company must give prompt and genuine consideration to matters raised about the change by the Relevant Employees and their representative (if nominated).

11. CONTRACT OF EMPLOYMENT

11.1 Employees may be employed on a full-time, part-time or casual basis.

11.2 A casual Employee is one who is engaged on an hourly basis. A casual loading of 25% shall be paid. The casual loading is paid in lieu of annual leave, personal leave, other paid leave and public holidays as contained in this Agreement. In calculating overtime payments for casuals the following should apply: base rate then 25% loading and then the relevant overtime rate/loading.

11.3 On each occasion where a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of three (3) hours work. A casual Employee who is told on attendance for a shift that they are not required, shall be paid a minimum of three (3) hours.

11.4 A casual Employee will be utilised in the first instance, whenever practicable, to cover planned and unplanned absences of part-time Employees.

11.5 Part-time Employees may be engaged on such hours and terms as agreed. All entitlements for part-time Employees under this Agreement shall be proportionate as the Employee's Ordinary Hours relate to full-time Ordinary Hours worked.

11.6 Part-time Employees who work in excess of agreed hours (or as varied by further agreement), will receive overtime penalties in accordance with Clause 28.

11.7 A Full-time Employee is an Employee engaged for a minimum average of 38 Ordinary Hours per week plus any reasonable additional hours (excluding RDOs) as required by the Company, averaged in accordance with the provisions of Clause 26.1 of this Agreement.

12. PROBATIONARY PERIOD

12.1 The Employee's employment with the Company will be subject to a three (3) month probationary period commencing from the date of commencement of employment.

12.2 At any time during the Probationary Period and for any reason, the Employee's employment may be terminated by either the Company or the Employee.

12.3 An Employee's probationary period may be extended up to six (6) months by mutual agreement between the Company and the Employee.

13. GENERAL OBLIGATIONS

13.1 Employees are expected to act in consideration of good conduct, sobriety, efficiency, safe and economical work practices at all times as an essential requirement of the employment relationship. Responsibilities and obligations of Employees therefore include but are not limited to:

- (a) Following reasonable and lawful instructions;
- (b) Carrying out all tasks and duties with due care, skill and diligence in a safe manner;
- (c) Complying with all Company policies and procedures (as amended from time to time) and advising the Company of any suspected breach of the same or of any misconduct or unsafe practices;
- (d) Working to the full scope of the job/task and, where required, using initiative to complete the assigned job/task;
- (e) Applying the highest standards of honesty, integrity and confidentiality;
- (f) Acting in good faith to ensure the achievement of Company goals and objectives;
- (g) Undertaking workplace drug and alcohol testing as required to ensure a safe operating environment for all parties; and
- (h) Undertaking and/or assisting in training opportunities.

13.2 The Company will undertake annual performance reviews with Employees. The purpose of these reviews will be to recognise achievement and to provide constructive feedback of areas for Employee performance as required. As part of this process, positive support and consideration of appropriate training opportunities will be provided.

13.3 Annual performance reviews will be transparent, objective, and based on the delivery of competencies and productivity.

13.4 Staffing Procedures

13.4.1 The staffing levels for all operations are governed by the relevant Company policies and procedures (as amended from time to time). Such policies and procedures will be developed having regard to safety and efficient operations.

14. CLASSIFICATION STRUCTURES

14.1 At the start of employment, each Employee will be appointed by the Company to a classification level based on the Employee's skills, qualifications and experience and in consideration of the substantive duties required to be carried out at that time.

14.2 Employees will be required to carry out such duties as are within the limits of the Employee's skill, competence and training, including work that is incidental or peripheral to the Employee's main function. This include duties of a lesser classification as required.

14.3 The Company will not leave a permanent position at a higher classification unfilled for the purposes of utilising Employees to act in a higher classification and avoid making the permanent appointment. However, appointment to a higher classification under this Agreement is at the Company's discretion. Employees wishing to advance to higher classifications will be encouraged and supported to do so as appropriate, however progression is dependent on a range of factors including but not limited to the availability of such positions and demonstration of satisfactory competency and skill levels for appointment.

14.4 The Company has a commitment to developing a multi skilled workforce. Specifically, this will include an LRV Operator performing other functions, such as a Customer Service Officer. Whilst engaged on such alternate duties, the Employee will maintain payment as per the relevant LRV Operator classification. This will provide the

Company with the required flexibility and provide Employees with diverse skills and experience. Similarly, a Customer Service Officer may be required to perform LRV Operator duties from time to time and will be paid at the relevant LRV Operator classification for time worked in such capacity.

14.5 Acting in a Higher Grade:

14.5.1 An Employee appointed by the Company for more than two (2) hours on any day or shift, to duties carrying a higher rate than their usual classification, shall be paid the higher rate for the entire day or shift, provided that such time is not part of on the job training under the direct supervision of another Employee.

14.5.2 An Employee appointed by the Company for two (2) hours or less on any day or shift to duties carrying a higher rate than their ordinary classification shall be paid the higher rate for the time worked.

14.5.3 An Employee acting in a higher grade for a continuous period of 124 working days shall be paid at the higher rate for any period of annual leave falling within the same 12 month period.

15. WAGE RATES

15.1 The Wage Rates for each classification are as prescribed in Clause 15.3. The Wage Rates and allowances in this Agreement are in compensation for, amongst other things, all disabilities and/or special skills and/or special rates associated with, or likely to be associated with the Canberra Light Rail Operations.

15.2 All increases under this Agreement will apply on and from the first full pay period after the specified date.

15.3 Wage Rates for Employees are as follows:

Classification	Wage Rate (\$/hr)	1 Jan 2019 (1.9%)	1 Jan 2020 (1.9%)	1 Jan 2021 (1.9%)
Trainee CSO	\$21.53	\$21.94	\$22.36	\$22.78
CSO<1 Year	\$23.85	\$24.30	\$24.76	\$25.24
CSO>1 Year	\$25.32	\$25.80	\$26.29	\$26.79
Trainee Authorised Officer	\$22.60	\$23.03	\$23.47	\$23.91
Authorised Officer <1 Year	\$25.00	\$25.48	\$25.96	\$26.45
Authorised Officer >1 Year	\$30.50	\$31.08	\$31.67	\$32.27
LRV Operator – Training	\$22.60	\$23.03	\$23.47	\$23.91
LRV Operator – Training Complete	\$26.55	\$27.05	\$27.57	\$28.09

Classification	Wage Rate (\$/hr)	1 Jan 2019 (1.9%)	1 Jan 2020 (1.9%)	1 Jan 2021 (1.9%)
LRV Operator - > 1 Year Exp	\$32.25	\$32.86	\$33.49	\$34.12
Civil Technician	\$43.38	\$44.20	\$45.04	\$45.90
Electrical Technician	\$43.38	\$44.20	\$45.04	\$45.90

16. ABOVE AGREEMENT PAYMENTS

16.1 Where any above Agreement payments are made to an Employee, these additional payments shall be received by an Employee in satisfaction of any and/or all entitlements and allowances which might otherwise apply to the Employee under this Agreement. Provided that the total payment(s) made to the Employee is not less on an overall basis than they would have otherwise received under this Agreement for the total of those entitlements.

17. REIMBURSEMENT OF EXPENSES

17.1 The Company shall reimburse Employees for authorised expenses incurred on the Company's behalf.

18. NIGHT WORK ALLOWANCE

18.1 Employees who work Ordinary Hours after 7.00pm and before 6.00am will be paid and additional 15% of their Wage Rate for each Ordinary Hour so worked.

18.2 Employees who work overtime hours after 7.00pm and before 6.00am will be paid in accordance with Clause 28.

18.3 For the avoidance of doubt, the Night Work Allowance will not be payable on overtime. An Employee shall only be entitled to the Night Work Allowance or overtime rates, but not both.

19. ON CALL ALLOWANCE

19.1 When an Employee is nominated by the Company to be on call to carry out work as required outside of their ordinary shift hours, then they will be entitled to the 'On Call Allowance' as follows:

19.1.1 When an Employee is on call for a part day/night they shall be entitled to a payment of \$27.25 flat;

19.1.2 When an Employee is on call for a full day Monday to Friday they shall be entitled to a payment of \$54.49 flat per day;

19.1.3 When an Employee is on call for a full day on the weekend or Public Holiday they shall be entitled to a payment of \$81.75 flat per day.

19.2 Employees will be entitled to a minimum of four (4) hours at the relevant overtime rate on each occasion that an Employee is called out.

19.3 If an Employee is called back to the original location within the four (4) hour payment period mentioned in 19.2 will not be entitled to any extra payment until their working time exceeds the four (4) hour period.

20. REGULATOR / LRV OPERATOR TRAINER ALLOWANCE

- 20.1 An LRV Operator who is qualified (as determined by the Company) and is appointed by the Company to perform the duties of a Regulator or LRV Operator Trainer will receive a flat allowance of \$10.50 per hour for each hour actually worked in such a capacity.
- 20.2 Employees appointed by the Company to the role of Regulator in accordance with this Clause will be required to perform the duties contained in Appendix B.
- 20.3 The Regulator / LRV Operator trainer allowance shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

21. BUDDY DRIVER ALLOWANCE

- 21.1 A 'buddy driver' is a competent LRV Operator (as determined by the Company) that is required to accompany an Employee completing their LRV Operator training in accordance with the Company requirements.
- 21.2 An Employee performing this function will be paid an additional 5% loading above their Wage Rate whilst performing the buddy function with trainee LRV Operators.
- 21.3 For the avoidance of doubt, an Employee will not be eligible for both the buddy driver allowance and the Regulator / LRV Operator allowance at the same time. An Employee shall be directed by the Company to perform either the buddy driver or LRV Operator trainer role and receive the applicable allowance, but not both.

22. FIRST AID ALLOWANCE

- 22.1 An Employee who holds a current Occupational First Aid Qualification may be appointed by the Company as a First Aid Officer. Such an Employee shall be paid a flat allowance of \$15.83 per week worked.
- 22.2 The allowance in Clause 22.1 shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings

23. MEAL ALLOWANCE

- 23.1 Employees required to extend their shift by more than two (2) hours after signing on duty shall be entitled to a meal allowance of \$12.95 per shift.

24. ELECTRICAL LICENCE ALLOWANCE

- 24.1 An Employee who is required to hold a current Electrical Licence will be paid a flat allowance of \$40.00 per week.
- 24.2 The allowance in Clause 24.1 shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.
- 24.3 An Employee in receipt of the allowance in 24.1 will not be eligible for the reimbursement of the cost of renewing their Electrical Licence.

25. SUPERANNUATION

- 25.1 The Company will make superannuation contributions in accordance with the *Superannuation Guarantee and Administration Act 1992* (Cth) into a superannuation fund nominated by the Employee. If the Employee does not nominate a superannuation fund, contributions will be made into Australian Super as the default fund.

- 25.2 The Employee can elect to salary sacrifice part or all of his or her wages or other allowable entitlements into a superannuation fund of the Employee's choosing provided that:
- 25.3 The arrangement complies with relevant legislation and Company policy as amended from time to time;
- 25.3.1 The Employee notifies the Company of his or her election to salary sacrifice in writing prior to the wages and/or allowable entitlements being earned or accrued by the Employee;
- 25.3.2 The superannuation fund is a complying superannuation fund; and
- 25.3.3 The amount to be paid into the superannuation fund plus any balance of wages and/or allowable entitlements is equivalent to what the Employee would have been entitled to as wages and/or allowable entitlements under this Agreement.

26. HOURS OF WORK

- 26.1 The Ordinary Hours of work shall be 7.6 hours per day Monday to Sunday and shall average 38 hours per week over an eight (8) week period.
- 26.2 The Company after consulting with affected Employees, may implement different patterns of working Ordinary Hours, up to 8.15 Ordinary Hours per day or per shift. Ordinary Hours of greater than 8.15 hours can only be worked by mutual agreement between the Company and the affected Employee(s).
- 26.3 The Company may require Employees engaged in the CSO and Technician classifications (only), after consultation with the affected Employees, to work different patterns of Ordinary Hours, up to 10 Ordinary Hours per day.
- 26.4 Ordinary Hours worked on weekends shall be paid as follows:
- 26.4.1 On Saturday: at the rate of time and one half of the Employee's Wage Rate for all Ordinary Hours worked;
- 26.4.2 On Sunday: at the rate of double of the Employee's Wage Rate for all Ordinary Hours worked;
- 26.4.3 Provided that such Ordinary Hours worked in accordance with Clause 26.4:
- (a) shall be counted toward an Employee's average hours per eight (8) week period; and
- (b) the rates in Subclauses 26.4.1 and 26.4.2 apply in lieu of any applicable shift loading or penalty payment.
- 26.5 Start and finish locations(s) and time(s) shall be designed to support production and maximise operating hours and maintenance time, to suit the needs of the operation. These may be altered by the provision of 24 hours' notice to the Employee or less if by mutual agreement. Please note that these notice requirements do not apply to a shift swap arrangement between Employees.
- 26.6 Employees shall be entitled to 10 minutes sign on / sign off time that is counted towards the Employee's Ordinary Hours worked.
- 26.7 **Rostering**
- 26.7.1 The Company will develop a roster that sets out Ordinary Hours of up to eight (8) weeks.

26.7.2 The Company may vary the roster by giving 24 hours notice or less by mutual agreement. Please note that these notice requirements do not apply to a shift swap arrangement between Employees.

26.7.3 The roster, over the roster cycle, will provide for at least two (2) days off each week in the cycle, taking into account the Company's fatigue management policy.

26.8 Shift Lengths

26.8.1 The maximum shift length shall be 12 hours.

26.8.2 Employees shall have a minimum engagement of three (3) hours.

26.8.3 The Company will be able to implement broken shifts within a spread of 12 hours. Broken shifts will not be implemented for Employees engaged in the Technician classifications.

26.9 Interval Between Shifts

26.9.1 The time which an Employee must be off duty will be a minimum of 11 hours.

26.9.2 Where an Employee works overtime between the Ordinary Hours on one day and the commencement of Ordinary Hours the next day and the Employee has not had the minimum interval between shifts, the Employee will receive payment for the Ordinary Hours occurring during such an absence.

27. WORK LOCATION

27.1 Employees may start and end their shift at either the depot, the depot stop or nominated location along the route as nominated by the Company. Employees will start and finish their shift at the same location.

27.2 The depot will contain the following:

- Secure car parking;
- Meal break and crib facilities;
- Communications such as telephones or radios or emails;
- Operational documentation;
- Provision for the transport of any safety or maintenance equipment.

27.3 Sign-on/sign-off points

27.3.1 Where an Employee finishes work at a location that is different to the sign-on point, the company will provide transport back to the sign-on point, unless otherwise agreed. In these circumstances, actual sign-off will be on the return to the sign-on location and shall be within the shift limit.

28. OVERTIME

28.1 An Employee shall be required to work reasonable overtime for payment of overtime penalty rates. Hours worked in addition to the Ordinary Hours will attract overtime payment.

28.2 Reasonable overtime will be scheduled with regard to:

28.2.1 Any risk to Employee health and safety;

28.2.2 The Employee's personal circumstances, including any family responsibilities;

28.2.3 The needs of the workplace; and

28.2.4 Any other relevant matter

28.3 All time worked in excess of Ordinary Hours in any shift shall be paid for at the rate of time and a half (150%) for the first three (3) hours and double time (200%) thereafter.

28.4 An Employee recalled to work overtime after leaving their shift shall be paid for a minimum of two (2) hours work at the rate of double time.

29. MEAL BREAKS

29.1 Employees shall not be rostered to work more than five (5) hours without an unpaid meal break.

29.2 A minimum of 40 minutes and maximum of 50 minutes shall be allowed for an unpaid meal break.

29.3 Meal breaks shall be provided at a time when an Employee has access to meal facilities.

29.4 Employees working a broken shift shall not be provided with time for a meal break.

29.5 All meal breaks shall be taken at such times as will not interfere with the efficient running of light rail vehicles.

29.6 Employees engaged in the Technician classifications (only) will be entitled to a paid 15 minute rest break per shift.

30. ANNUAL LEAVE

30.1 Employees shall be entitled to annual leave in accordance with the FW Act. For the period, if any, that an Employee is engaged as a Continuous Shift Worker as defined by this Agreement, they will be a Shift Worker for the purposes of the NES and entitled to a pro-rata accrual of five (5) weeks annual leave per annum.

30.2 The taking of annual leave shall be subject to the following:

30.2.1 All such leave shall be taken at a mutually convenient time. If excessive leave has been accrued (meaning more than 8 weeks), the Company may direct the Employee to take annual leave by providing at least four (4) weeks' notice. It is the intention of the parties bound to this Agreement that excessive annual leave not be accrued and for appropriate leave to be taken each year.

30.2.2 Annual leave shall accrue from commencement of service in accordance with the FW Act.

30.2.3 Annual leave shall accrue to Employees in respect of any authorised period of paid absence from duty.

30.3 On termination of employment, any unused leave shall be paid to the Employee.

30.4 Annual Leave Loading

30.4.1 A leave loading of 17.5% will apply to any annual leave taken.

31. PERSONAL/CARER'S LEAVE

- 31.1 Employees shall be entitled to 10 days paid personal/carer's leave per annum in accordance with the FW Act.
- 31.2 Personal/carer's leave includes leave for the Employee when ill or injured and leave for the Employee to provide care or support to a member of the Employee's immediate family or household who is sick or injured or who has an unexpected emergency as defined by the FW Act. For the purpose of this Clause, personal/carer's leave shall also be available in respect of step-parents and step-children in these circumstances in addition to the definitions contained in the FW Act.
- 31.3 Payment in respect of leave under this Clause is the Employee's Wage Rate as set out in Clause 15.3 of this Agreement.
- 31.4 An Employee must provide the Company with a medical certificate from a registered Health Practitioner or complete a Statutory Declaration stating that the Employee, or an immediate family or household member for whom the Employee was caring, was or is unwell and that the Employee was unable to attend for work on that occasion where the Employee has had two (2) consecutive absences and/or two (2) individual absences per annum. This requirement may be modified at the Company's discretion. In the case of an unexpected emergency, reasonable proof may be required.
- 31.5 The Employee must notify the Company prior to commencing personal/carer's leave or as soon as practicable, of the day on which the Employee wishes to take personal/carer's leave.
- 31.6 The Employee's paid personal/carer's leave will accrue from year to year, however the Employee is not entitled to a payment for any accrued but untaken personal/carer's leave on termination of the Employee's employment for whatever reason.
- 31.7 **Trauma Leave**
- 31.7.1 An Employee who is involved in an accident or similar traumatic event which of its nature causes the Employee concerned significant distress or trauma shall be entitled to up to three (3) days of paid leave. This leave is not counted as personal/carer's leave, is not cumulative, and is available on a per-event basis only, subject to the following:
- (a) The Employee must attend an appointment with a medical practitioner (such as a psychologist) as directed by the Company;
 - (b) The Company shall nominate and pay for the practitioner to whom the Employee must attend;
 - (c) The Employee must provide the Company with such evidence as is required to establish that they have complied with the requirement to attend in Subclause 31.7.1; and
 - (d) The practitioner must provide the Company with a report outlining the estimated duration of absence due to Trauma Leave circumstances.

32. COMPASSIONATE LEAVE

- 32.1 Employees will be entitled to two (2) days' Compassionate Leave in accordance with the FW Act and will operate as per the National Employment Standards.

33. PARENTAL LEAVE

- 33.1 Employees will be entitled to Parental Leave in accordance with the Company policy.

34. FAMILY AND DOMESTIC VIOLENCE LEAVE

34.1 This clause applies to all Employees, including casuals.

34.2 In this clause:

34.2.1 Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

34.2.2 Family member means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (c) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

34.2.3 A reference to a spouse or de facto partner in the definition of family member in clause 34.2.2 (a) includes a former spouse or de facto partner.

34.3 An Employee is entitled to five (5) days' unpaid leave to deal with family and domestic violence, as follows:

34.3.1 The leave is available in full at the start of each 12 month period of the Employee's employment; and

34.3.2 The leave does not accumulate from year to year; and

34.3.3 Is available in full to part-time and casual Employees.

34.3.4 A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Company.

34.3.5 The Company and Employee may agree that the Employee may take more than five (5) days' unpaid leave to deal with family and domestic violence.

34.3.6 Employees may also access their personal/carers leave accrual to cover the period of family and domestic violence leave taken in accordance with this clause.

34.4 Taking unpaid leave

34.4.1 An Employee may take unpaid leave to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (a) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

34.4.2 The reasons for which an Employee may take leave, include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

34.5 Service and continuity

34.5.1 The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

34.6 Notice and evidence requirements

34.6.1 An Employee must give the Company notice of the taking of leave by the Employee under this clause. The notice:

- (a) must be given to the Company as soon as practicable (which may be a time after the leave has started); and
- (b) must advise the Company of the period, or expected period, of the leave.

34.6.2 An Employee who has given the Company notice of the taking of leave under this clause must, if required by the Company, give the Company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 34.4.

34.6.3 Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

34.7 Confidentiality

34.7.1 The Company must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 34.6 is treated confidentially, as far as it is reasonably practicable to do so.

34.7.2 Nothing in this clause prevents the Company from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

34.7.3 Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee.

34.8 Compliance

34.8.1 An Employee is not entitled to take leave under this clause unless the Employee complies with the requirements of this clause.

35. LONG SERVICE LEAVE

35.1 Employees covered by this Agreement shall be entitled to long service leave in accordance with the provisions of the relevant State or Territory Long Service Leave Act provided that where Employees meet the eligibility criteria for portable long service leave provisions under the relevant State or Territories Legislation then such provisions will prevail for long service leave purposes.

36. PUBLIC HOLIDAYS

36.1 All Employees (excluding casual Employees) shall be entitled to the following public holidays, without deduction from the Employee's Wage Rate: Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Queens Birthday and other locally gazetted half or full day public holidays.

36.2 Any Employee required to work on a public holiday nominated herein shall receive:

36.2.1 Payment at double time and a half of the Wage Rate (250%).

36.2.2 An Employee required to work on a public holiday will not receive any other penalty payment. For the avoidance of doubt, an Employee will receive a maximum payment of double time and half of the Wage Rate for all hours worked.

36.3 Employees (excluding casuals) will be paid at their Wage Rate for public holidays they are rostered to work but are not required to work. This includes public holidays that fall on a day the employee would *ordinarily* work, but are not *rostered* to work. For the avoidance of doubt an employee is deemed to *ordinarily* work on a day if they have previously worked that day on at least 13 occasions in the 12 months immediately preceding the public holiday.

36.4 It will be possible for the Company and an Employee(s) to agree to substitute the nominated public holiday for another day and the prescriptions of this Clause will apply to the substituted day.

37. TERMINATION OF EMPLOYMENT

37.1 Employment may be terminated by an Employee or the Company by giving the following notice:

Employee's Period of Continuous Service with the Company	Actual Period of Notice Required to be Provided
Not more than 1 year	1 weeks notice
More than 1 year but not more than 3 years	2 weeks notice
More than 3 years but no more than 5 years	3 weeks notice
More than 5 years	4 weeks notice

37.2 If the Employee is over 45 years old at the time notice of termination is given and the Employee has completed at least two years of continuous service with the Company, the Employee will be entitled to an additional one week's notice.

37.3 Termination of all casual engagements shall require eight (8) hours' notice on either side of an engagement or the payment or forfeiture of eight (8) hours pay, as the case may be.

37.4 Following the giving of notice of termination by either party, the Company may, at its absolute discretion, elect to pay the Employee an amount equal to the full rate of pay due to the Employee for the remainder of the notice period and not require the Employee to work out the notice period.

37.5 If an Employee fails to give the required notice, or gives notice but leaves before the end of the notice period, they shall forfeit payment for the notice period (or that part of the notice period not worked), from any money owed by the Company.

37.6 Notwithstanding the notice provisions of this Clause, the Company retains the right to summarily terminate an Employee's employment without notice or pay in lieu of notice for serious misconduct, in which case an Employee shall only be entitled to be paid for the time worked up to dismissal. The Company may suspend an Employee with or without pay and require an Employee not to attend for work for a period of up to seven (7) working days during which it investigates alleged misconduct.

37.7 If an Employee loses their driver's licence or other relevant qualification and this prevents the performance of an Employee's duties, the Employee may elect to take accrued annual or long service leave for the period during which the Employee is

unable to perform the duties. If the accrued leave available to the Employee is insufficient to cover the period during which the Employee is unable to perform the duties, or the Employee does not elect to take such accrued leave, the Company may terminate through frustration in which case the Company must give notice of termination, but will not be required to make payment in lieu of notice.

- 37.8 If an Employee is absent from work without reasonable cause for five (5) consecutive days on which they are rostered without the consent of the Company or without notification to the Company, the Employee may be deemed, at the discretion of the Company, to have abandoned his or her employment without notice. The Company will then treat the Employee's employment as having terminated as at the last working day, and wages shall be paid only up to the last working day.
- 37.9 Clauses 37.1 and 37.2 shall not apply to Employees who are engaged for a specified task/s, or on a casual basis.

38. REDUNDANCY

- 38.1 Subject to this Clause, where the Company terminates an Employee's employment because it no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour, the Employee is to be paid a redundancy payment in accordance with the following scale:

Employee's period of continuous service with the Company on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- 38.2 The payment under Clause 38.1 is made at the Employee's Wage Rate.
- 38.3 Where there is a transfer of employment as defined by the FW Act, an Employee is not entitled to be paid any amount of redundancy pay where the Company obtains other acceptable employment for the Employee.
- 38.4 Clause 38.1 shall not apply to Employees who are engaged for a specified task/s, limited tenure, on a casual basis, an Employee dismissed for serious misconduct, or an Employee (other than an Apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is limited to the duration of the training arrangement.

39. HEALTH AND SAFETY MANAGEMENT ARRANGEMENTS

- 39.1 The Company will develop HSMA's in consultation with Employees or Employee Representatives which meet the needs of the operation, taking into account the particular circumstances of the Company and relevant health and safety issues as they relate to the workforce.

40. HEALTH AND SAFETY ISSUE RESOLUTION PROCEDURE

The process for the resolution of health and safety issues shall be reviewed and accepted by the HSC and as a minimum meet the following requirements:

- 40.1 Employees must raise health and safety issues with the relevant Company supervisor in the first instance. The supervisor will be familiar with the work activity and processes and be the most likely person to ensure an agreeable outcome.
- 40.2 Should an Employee feel that satisfactory action has not been taken on a reported health and safety issue the following procedure should be adopted:
- 40.2.1 The Employee notifies the relevant DWG HSR (where one is appointed) or Deputy HSR where the HSR is absent (where one is appointed);
 - 40.2.2 The DWG HSR will consult with the supervisor and the superintendent (or the Company's designated nominee) to resolve the health and safety issue;
 - 40.2.3 Where the health and safety issue is still not satisfactorily resolved, the relevant manager or the Company's designated nominee is to be advised, who shall resolve the issue;
 - 40.2.4 Where the health and safety issue is still not satisfactorily resolved, the relevant manager will convene the site safety committee in an attempt to resolve the issue;
 - 40.2.5 Where resolution of the health and safety issue cannot be resolved at a workplace level, the WHS issue may be referred to the WHS&R manager (or the Company's designated nominee) who shall make a recommendation on the action required to resolve the WHS issue; and
 - 40.2.6 Where the steps in 40.2.1 to 40.2.5 have been exhausted and the health and safety issue has not been resolved, the matter may be referred to a workplace manager or other more senior manager, or the Company's designated nominee, who shall make a final determination concerning the WHS issue, in writing, that is binding on both the Employee and the Company.
 - 40.2.7 An Employee may choose to be represented by a nominated representative (which may include the Union) at any stage of this procedure or in relation to matters dealt with under the procedure.
- 40.3 Direction to cease work may be given by a Company supervisor in consultation with the HSR provided:
- 40.3.1 An issue concerning health or safety arises;
 - 40.3.2 The issue concerns work which involves an immediate threat to the health or safety of any person; and
 - 40.3.3 Given the nature of the threat and degree of risk, it is not appropriate to adopt the normal issue resolution process.

- 40.4 Where a direction to cease work has been given, alternative suitable duties shall be assigned to those Employees affected. No Employee shall leave the site unless instructed to do so by the Company.
- 40.5 Where alternative suitable duties are assigned refusal to work as directed by the Company may result in disciplinary action being taken in relation to such Employee(s).

41. DISPUTES AND GRIEVANCE PROCEDURE

- 41.1 If there is a dispute arising from a matter dealt with by this Agreement or the National Employment Standards, it shall be dealt with in the following manner:
- 41.1.1 As soon as practicable after the dispute or claim has arisen, the Employee concerned shall notify his or her immediate supervisor, affording that supervisor the opportunity to remedy the cause of the dispute or claim;
 - 41.1.2 If no resolution for the Employee's grievance is reached, then the Employee shall seek further discussions and attempt to resolve the grievance with the Project Manager as prescribed by the Company from time to time;
 - 41.1.3 If the matter is still unresolved, the Employee's grievance may be referred to the Company's Human Resources Manager and/or the relevant Business Manager, for resolution;
 - 41.1.4 If the matter is not resolved at this stage, the matter may be referred to the Fair Work Commission (FWC) for conciliation and/or arbitration for resolution. The decision made by the Fair Work Commission shall be binding to both the Company and affected Employee(s).
 - 41.1.5 All parties reserve the right to be legally represented for all matters before FWC.
 - 41.1.6 An Employee may choose to be represented by a nominated representative (which may include the Union) at any stage of this procedure or in relation to any matters dealt with under this procedure.
- 41.2 It is agreed that during the time when the affected Employee(s) and the Company attempt to resolve the matter:
- 41.2.1 Work shall continue in a manner it was performed prior to the issue or decision that gave rise to the dispute;
 - 41.2.2 No industrial action shall be commenced or taken;
 - 41.2.3 Nothing in this Clause shall effect the ability of the Company to terminate an Employee pursuant to the termination Clause(s) in this Agreement.
 - 41.2.4 The Parties must co-operate to ensure that the dispute resolution procedures are carried out as expeditiously as is reasonably possible.
- 41.3 Safety issues shall be isolated from industrial matters and any issue or dispute relating to safety shall be dealt with in accordance with Clause 40 of this Agreement.
- 41.4 Final settlement of the dispute will not be prejudiced by continuance of work under the dispute and grievance procedure in this Agreement.
- 41.5 In exercising its powers under this Clause, the FWC must not make any decision, order, recommendation, or suggest any resolution, of a matter raised under this Clause which would be inconsistent with the *Code for the Tendering and Performance of Building Work 2016*, or any other legislative obligations. Provided

that this Clause shall only operate where either or both of the Codes are taken to apply to the work performed under this Agreement.

42. CLOTHING & PERSONAL PROTECTIVE EQUIPMENT

- 42.1 The Company will provide Employees in operational roles with uniforms in accordance with Company Policy (as amended from time to time) which must be worn.
- 42.2 Full time Employees will be issued with the following:
- 42.2.1 Five (5) x Shirts (Long Sleeve);
 - 42.2.2 Three (3) x Trousers;
 - 42.2.3 1 x jumper;
 - 42.2.4 1 x Jacket (Hi Vis);
 - 42.2.5 1 x Hi Vis vest (Rail safety standard); and
 - 42.2.6 1 x Pair safety boots. (light weight).
- 42.3 Part-time and casual Employees will be issued with sufficient uniforms based on their roster.
- 42.4 At the Company's discretion, clothing will be replaced on a fair wear and tear basis provided that they are produced to the Company for inspection and the Company determines that the replacements of such items is warranted.
- 42.5 At its discretion the Company shall supply safety clothing and any other protective equipment/materials as it determines relevant and the Employee shall be required to wear such clothing or equipment at all times as directed and/or as required by the Company. Any breach of this provision will give rise to disciplinary action. Disciplinary action taken under this Clause may include verbal or written warnings, suspension, and termination of employment.
- 42.6 No safety equipment or PPE other than that provided by the Company is to be worn or used unless otherwise approved by the appropriate Company management representative.

43. TRAINING AND DEVELOPMENT OPPORTUNITIES

- 43.1 At the absolute discretion of the Company, Employees may be provided with and undertake training and development opportunities.
- 43.2 Up skilling shall not lead to a reclassification of the Employee unless and until the new skills are required by the Company and the Employee is appointed in writing by the Company to a new position/classification.
- 43.3 The Company shall allow Employees undertaking training and development opportunities with time off without loss of ordinary pay to attend off-the-job training.

44. COMPANY CONSULTATIVE COMMITTEE

- 44.1 The Company will establish and maintain where appropriate, a consultative committee as a forum for effective communication between the Company and the Employees.
- 44.2 The consultative committee will be made up of an equal number of Company representatives and Employee representatives elected by the Employees'. The

parties agree that there will be a maximum of four representatives from management and four from the Employees. The committee shall meet a minimum of four times per year.

44.3 The principal purpose of this committee will be to:

44.3.1 Monitor the implementation of the terms of this Agreement;

44.3.2 Facilitate the process of workplace reform through consultation;

44.3.3 Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security; and

44.3.4 Monitor, discuss, develop and or recommend measures or actions in respect of, but not limited to; productivity, job security, skills audit and training, management of quality assurance, occupational health and safety, existing and future work, removal of restrictive work practices, environmental protection and redundancies.

45. PAYMENT OF WAGES

45.1 Payment shall be by direct deposit/electronic funds transfer on a fortnightly basis to a maximum of two (2) separate bank account(s) nominated by the Employee.

45.2 When the Employee's services are terminated, the Company shall pay any wages due as soon as practicable.

46. OVERPAYMENT REIMBURSEMENT TO COMPANY FROM EMPLOYEE

46.1 Upon the Company providing written notification of an overpayment to an Employee, the Employee authorises the Company to deduct from any wages or any other entitlements payable, or owing to the Employee, any overpayments made in error to the Employee by the Company. Any overpayment will be deducted over a maximum of up to 10 weeks.

47. INCOME PROTECTION

47.1 The Company will provide Employees with income protection via an income protection scheme. The benefits of such income protection will be at the sole discretion of the Company.

48. WORKPLACE REPRESENTATION

48.1 For the purposes of this Clause a workplace representative is an Employee who has been appointed as a representative in writing by the Union.

48.2 In exercising their rights, workplace representatives and the Union will consider the Companies operational issues, policies and guidelines and the likely effect on the efficient operation of the Company.

48.3 Employee workplace representatives nominated by their Union to attend a Union sponsored training course on dispute resolution or on matters pertaining to the employer/Employee relationship or on matters relating to statutory, enterprise agreement issues will be granted a maximum of two (2) days leave (per annum) of absence per representative without loss of earnings provided that:

48.3.1 The Company receives at least four (4) weeks' notice of the request from the Union setting out times, dates, content and venue for the course;

48.3.2 The Employee concerned can be released from duty by the Company for the period of the course, without affecting normal operations;

48.3.3 Employees are not entitled to any expense related allowances or penalty rates during the period of training; and

48.3.4 Further leave may be granted subject to agreement between the Parties.

49. COMPANY EXCHANGE PROGRAM

- 49.1 The Company at its complete discretion will facilitate an exchange program for selected LRV Operators, whereby Employees are provided an opportunity to work on a European light rail network.
- 49.2 The Company has established relationships with Light Rail operators in various European cities, such as Stockholm and Barcelona, and will facilitate the exchange of LRV Operators for a period to be determined by the Company.
- 49.3 The Exchange Program will be subject to the Company policy that may change from time to time. Employees will be chosen at the complete discretion of the Company and will be required to meet the applicable requirements of the host country and operate under the policies and procedures of the host Company whilst on exchange.

50. CONFIDENTIALITY

- 50.1 Employees must not during their employment or at any time thereafter, without the prior written consent of the Company or as otherwise required by law, comment on or disclose directly or indirectly, to any person for any reason other than the conduct of the Company's business any secrets, project information, operations information, formula, process, methods, products, records, client information, prices, commissions, data or any other information belonging to the Company or any related body corporate of the Company or belonging to any of the Company's clients or business associates ("the information"), nor will Employees during the employment or thereafter without the prior written consent of the Company or as otherwise required by law use any part of the information for any purpose other than the Company's business.
- 50.2 For the avoidance of doubt, nothing in the Clause shall to be taken to restrict the rights of Employees to seek advice or assistance from the chosen representative (including the Union) and/or disclosing information as required under law to regulatory bodies such as the OTSB.

51. SIGNATORIES

Signed for and on behalf of the Company

Name: _____

Address: _____

Title: _____

I am authorised by the Company to sign this Agreement on its behalf.

Signature: _____

Witness (signed): _____

Name: _____

Address of witness _____

Dated this _____ day of _____ 2018

AND

Signed for and on behalf of the Rail, Tram and Bus Industry Union, New South Wales Branch

Name: _____

Address: _____

Title: _____

I am authorised by the Australian Rail, Tram and Bus Industry Union to sign this Agreement on its behalf.

Signature: _____

Witness (signed): _____

Name: _____

Address of witness _____

Dated this _____ day of _____ 2018

APPENDIX A – CLASSIFICATION STRUCTURE

CLASSIFICATION	DESCRIPTION
Trainee CSO	Employee who has commenced in the CSO role but has not yet completed the required training. Employee will be responsible for direct contact with customers in stations and on board the light rail vehicle.
CSO<1 Year	Employee who has completed the CSO training, but has not yet completed one (1) years' service cumulatively. Employee will be responsible for direct contact with customers in stations and on board the light rail vehicle to ensure customers are compliant with their obligations.
CSO>1 Year	Employee who has completed the CSO training and completed one (1) years' service cumulatively. Employee will be responsible for direct contact with customers in stations and on board the light rail vehicle to ensure customers are compliant with their obligations
Trainee Authorised Officer	Employee who has completed the CSO training and has commenced, but not yet completed, the Authorised Officer training. The Employee will be required to perform revenue protection duties as required.
Authorised Officer<1 Year	Employee who has completed the CSO training and the Authorised Officer training, but has not yet completed one (1) years' service cumulatively. The Employee will be required to perform revenue protection duties as required.
Authorised Officer>1 Year	Employee who has completed the CSO training, Authorised Officer training and completed one (1) years' service cumulatively. The Employee will be required to perform revenue protection duties as required.
LRV Operator – Training (equivalent of the Classification Grade 1 in the <i>Passenger Vehicle Transportation Award 2010</i>).	<p>An Employee engaged as an LRV Operator, but has not yet completed all the necessary training.</p> <p>Employee will be responsible for operating the LRV's in accordance with:</p> <ul style="list-style-type: none"> • Safety procedures and a constant concern for passenger and the general public's safety; • Timetable and scheduling requirements; • Guidance from the Operations Control Centre; and • Operational procedures.
LRV Operator – Training Complete	<p>An Employee engaged as an LRV Operator who has completed all the necessary training, but has not yet completed one (1) years' service cumulatively.</p> <p>Employee will be responsible for operating the LRV's in accordance with:</p>

	<ul style="list-style-type: none"> • Safety procedures and a constant concern for passenger and the general public's safety; • Timetable and scheduling requirements; • Guidance from the Operations Control Centre; and • Operational procedures.
LRV Operator - > 1 Year Exp	<p>An Employee engaged as an LRV Operator who has completed all the necessary training and has completed one (1) years' service cumulatively.</p> <p>Employee will be responsible for operating the LRV's in accordance with:</p> <ul style="list-style-type: none"> • Safety procedures and a constant concern for passenger and the general public's safety; • Timetable and scheduling requirements; • Guidance from the Operations Control Centre; and • Operational procedures.
Civil Technician	<p>Carry out preventative / corrective maintenance and recovery on system civil infrastructure assets.</p> <p>Other maintenance duties as directed.</p> <p>Manage / supervise work being performed by contractors on the civil infrastructure assets under the direction of Canberra Metro.</p>
Electrical Technician	<p>Carry out preventative / corrective maintenance and emergency recovery on tramway signalling system, communication systems, overhead traction systems, traction power substations and system infrastructure assets.</p> <p>Other maintenance duties as directed.</p> <p>Manage / supervise work being performed by contractors on the above Canberra Metro systems assets under the direction of Canberra Metro.</p>

APPENDIX B – REGULATOR DUTIES

An Employee appointed by the Company to the role of Regulator will be eligible for the allowance contained in Clause 20 and will be required to perform the following duties:

- Monitor passengers safety and security via CCTV and help points;
- Monitor equipment performance via PMCS and report anomalies to the Infrastructure department;
- Monitor service punctuality and reliability via the vehicle location system;
- Ability to drive light rail vehicle in revenue service and degraded mode;
- Assist the Customer Information Officer in dealing with passenger information requests;
- Assist the Duty Manager as required;
- Online supervision and monitoring of Light Rail Vehicle Operator and CSO performance;
- Carry out their role as described within the operational emergency and incidents response plans;
- Direct all rail movement along the alignment and troubleshooting of defective equipment and coordinates the replacement of LRV's with maintenance;
- Participate in the training of new Employee and refresher training for current Employees on Regulator duties;
- Receive defect reports from Light Rail Vehicle Operators, provide first-line support to them, and report to the Rolling Stock maintenance function if not resolved;
- On-site incident response as required.

13 June 2018



Canberra Metro Operations Pty Ltd
abn: 88 612 397 485

Level 3, 490 Northbourne Avenue
Dickson ACT 2602

Deputy President Masson
Fair Work Commission
11 Exhibition Street
Melbourne VIC 3000

Dear Deputy President,

RE: Undertaking in the matter AG2018/529 - Application for Approval of the Canberra Metro Operations Agreement 2018

On behalf of Canberra Metro Operations Pty Ltd (Company), I hereby provide the following undertakings regarding the *Canberra Metro Operations Agreement 2018* (Agreement):

- 1) The Company undertakes that the nominal expiry date for the Agreement will be 4 years from the date of the approval of the agreement by the Fair Work Commission.
- 2) The Company undertakes that the definition of a shift worker in the agreement for the purposes of the National Employment Standards will be as defined by the *Rail Industry Award 2010* (Award).
- 3) The Company undertakes that all part-time employees, who work in excess of agreed hours (or as varied by further agreement), will receive overtime penalties in accordance with Clause 20 of the Agreement.
- 4) The Company undertakes that Clause 24 (Compassionate Leave) will operate as per the NES.
- 5) The Company undertakes that an Award-classified LRV Operator – Training will be classified as a Level 1 under the Agreement.

We trust these undertakings resolve the Commission's concerns.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Alicia Welsh'.

Alicia Welsh
Human Resource Manager