



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Canberra Metro Operations Pty Ltd
(AG2023/39)

APPLICATION FOR APPROVAL OF THE CANBERRA METRO OPERATIONS ENTERPRISE AGREEMENT 2022-2025

Rail industry

DEPUTY PRESIDENT MASSON

MELBOURNE, 22 FEBRUARY 2023

Application for approval of the Canberra Metro Operations Enterprise Agreement 2022-2025.

[1] An application has been made for approval of an enterprise agreement known as the *Canberra Metro Operations Enterprise Agreement 2022-2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Canberra Metro Operations Pty Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Australian Rail, Tram and Bus Industry Union and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 March 2023. The nominal expiry date of the Agreement is 30 June 2025.

DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE519263 PR750962>

Canberra Metro Operations Pty Ltd

Enterprise Agreement 2022-2025

Signatories

This agreement is made under Section 172 of the *Fair Work Act 2009*.

Employer


Signed for and on behalf of Canberra Metro Operations Pty Ltd

.....


Bruno Lancelot
General Manager Canberra Metro Operations
9 Sandford Street Mitchell ACT 2911

Bargaining Representative: Australian Rail, Tram and Bus Industry Union

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

.....

Alex Claassen's NSW Branch Secretary.
4/321 Pitt St Sydney NSW 2000.

Bargaining Representative: Communications, Electrical, Plumbing Union – NSW Electrical Division

Signed for and on behalf of the CEPU

.....

Employee Bargaining Representative RTBU Members

Signed for and on behalf of relevant employees

.....

Employee Bargaining Representative Communications, Electrical, Plumbing Union – NSW Electrical Division Members

Signed for and on behalf of relevant employees


.....

Signatories

This agreement is made under Section 172 of the *Fair Work Act 2009*.

Employer

Signed for and on behalf of Canberra Metro Operations Pty Ltd

.....


Bruno Lancelot
General Manager Canberra Metro Operations
9 Sandford Street Mitchell ACT 2911

Bargaining Representative: Australian Rail, Tram and Bus Industry Union

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

.....

Bargaining Representative: Communications, Electrical, Plumbing Union – NSW Electrical Division

Signed for and on behalf of the CEPU

.....


Allen Hicks - Branch Secretary
Level 5, 370 Pitt Street Sydney, NSW, 2000

Employee Bargaining Representative RTBU Members

Signed for and on behalf of relevant employees

.....

Employee Bargaining Representative Communications, Electrical, Plumbing Union – NSW Electrical Division Members

Signed for and on behalf of relevant employees

.....

Table of Contents

Signatories	2
Definitions and Acronyms.....	6
Section 1 – Scope and Operation.....	7
Title and Coverage	7
Commencement and Duration of this Agreement	7
Consultation	7
Employee Representation.....	7
Dispute resolution.....	7
Individual Flexibility Agreements.....	7
Commonwealth Legislation	8
Human Resource Delegations and Policies.....	8
Section 2 – Performance and Development.....	9
General Obligation	9
Performance.....	9
Professional development	9
Section 3 – Flexibility and Hours of Work	10
Flexible Work	10
Individual Flexibility Term	10
Requests for Flexible Working Arrangements	10
What the written response must include if the Company refuses the request.....	10
What the written response must include if a different work arrangement is agreed	11
Dispute Resolution	11
Hours of Work	11
Ordinary Hours.....	11
Rostering	12
Shift Lengths.....	12
Interval Between Shifts	12
Work Location	12
Overtime	12
Meal Breaks.....	13
CSO Breaks During Shift	13
Split Shifts.....	13
Section 4 – Remuneration and Classifications	14
Classification Structures.....	14
Annual Salary Increases	14
New Light Rail Vehicle Driver Classification Structure.....	15
New Customer Service Officer Classification Structure.....	15
Salary Sacrifice	16
Superannuation.....	16

Section 5 – Allowances and Reimbursements	17
Allowances.....	17
Night Work Allowance	17
Regulator Allowance	17
Buddy Driver (Mentor) Allowance	17
First Aid Allowance.....	17
Meal Allowance.....	17
Reimbursements	18
Reimbursement of Expenses.....	18
Travel Expenses.....	18
Section 6 – Leave	19
Notice and Approval of Leave	19
Leave Counting and not Counting for Service	19
Annual Leave	19
Personal/Carer’s Leave	19
Trauma Leave	20
Pandemic Leave	20
Compassionate Leave	20
Parental Leave.....	20
Family and Domestic Violence Leave.....	20
Long Service Leave	22
Public Holidays	22
Section 7 – Conditions of Engagement and Separation.....	23
Probation.....	23
Contract of Employment.....	23
Shift Workers	23
Personal Protective Equipment	23
Resignation.....	23
Termination of Employment.....	24
Redundancy.....	25
Section 8 – Ancillary Items	26
Payment of Wages	26
Overpayment Reimbursement to CMET from Employee	26
Workplace Representation	26
Confidentiality.....	26
Surveillance	27
Attachment A – Consultation Terms	28
Major Change.....	28
Change to Regular Roster or Ordinary Hours of Work	29
CMET Consultative Committee	29
Attachment B – Terms for Dealing with Disputes.....	31
Attachment C – Individual Flexibility Term	32

Attachment D – Light Rail Vehicle Driver Classification Structure	33
Attachment E – Customer Service Officer Classification Structure	34
Appendix One: Specific Terms for ETU Members	35
On Call Allowance	35
Electrical Licence Allowance	35
Night Work Allowance	35
Sweeper Allowance	35
Multi-Skilled Technicians Classification Structure	36

Definitions and Acronyms

"Agreement" means the *Canberra Metro Operations Agreement 2022*.

"Canberra Light Rail Operations" means the Canberra Light Rail Network.

"Certificate" means any certificate provided by a Registered Training Organisation.

"CMET" means Canberra Metro Operations Pty Ltd (ABN: 88 612 397 485).

"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).

"CSO" means a Customer Service Officer.

"Employee" means any Employee of the Company whose employment is covered by the terms of this Agreement.

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

"FWC" means the Fair Work Commission.

"LRV" means Light Rail Vehicle.

"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 Band in receipt of the Allowance provided in Clause 20.

"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.

"Union" means the Australian Rail, Tram and Bus Industry Union, and/or the Electrical Trades Union.

"Wage Rate" means the Employee's ordinary hourly rate of pay as set out in Clause 15 of this Agreement.

"WHS" means Workplace Health and Safety.

Section 1 – Scope and Operation

Title and Coverage

1. This Agreement is the Canberra Metro Operations Enterprise Agreement 2022-2025. Unions and CMET 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, no industrial action, by the parties for increases in wages, conditions or other benefits for the duration of this agreement (unless by consent).

This Agreement is made under s172 of the FW Act and those bound by this Agreement are:

- a. Canberra Metro Operations Pty Ltd ABN: (88 612 397 485),
- b. Australian Rail, Tram and Bus Industry Union,
- c. Communications, Electrical, Plumbing Union – NSW Electrical Division, and
- d. 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: namely,
 - Light Rail Vehicle Drivers
 - Customer Service Officers
 - Multi-skilled Technicians

Commencement and Duration of this Agreement

2. This Agreement will commence on 1 December 2022 or seven days after approval by the Fair Work Commission, whichever is the later, and will nominally expire on 30 June 2025.

Consultation

3. The consultation term on major change or changes to ordinary hours of work or rostered arrangements for this Agreement is set out in Attachment A.
4. CMET is committed to consulting with employees and their representatives on any matters relating to the operation of this Agreement.
5. CMET has established a Consultative Committee as a key mechanism for employee consultation on any matters related to the operation of this Agreement. The Consultative Committee will operate according to its agreed Terms of Reference.

Employee Representation

6. Employees have the right to be represented by a representative of their choice in matters relating to their employment and/or the operation of this Agreement.
7. The role of employee representatives is respected.
8. Employees are free to choose to join, or not join, a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment.
9. Employees who choose to be members of a union have the right to have their industrial interests represented by the union.

Dispute resolution

10. The term for dealing with disputes for this agreement is set out in Attachment B.

Individual Flexibility Agreements

11. The Delegate and an employee may agree to make an Individual Flexibility Arrangement to vary the effect of certain terms of this Agreement, where the arrangement meets the genuine needs

of, and is agreed by, both the Delegate and the employee. An Individual Flexibility Arrangement must comply with the flexibility term set out in Attachment C.

Commonwealth Legislation

12. This Agreement does not affect employee entitlements contained in Commonwealth Legislation. Commonwealth employment laws continue to apply according to their terms.
13. This Agreement will be read in conjunction with the National Employment Standards (NES) and the Rail Industry Award 2020. Where there is inconsistency between this Agreement and the NES or the Award, and the NES or Award provides greater benefit, the NES or Award provision will apply to the extent of the inconsistency.

Human Resource Delegations and Policies

14. CMET policies and procedures support the operation of this Agreement but do not form part of this Agreement unless referenced. To the extent of any inconsistency, the Agreement prevails.

Section 2 – Performance and Development

General Obligation

15. 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. Acting in good faith, to the highest standards of confidentiality.
 - f. Undertaking workplace drug and alcohol testing as required to ensure a safe operating environment for all parties, and
 - g. Undertaking and/or assisting in agreed training opportunities.
16. CMET 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.
17. Annual performance reviews will be transparent, objective, and based on the achievement of competencies and productivity.
18. Staffing Procedures
 - a. 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.

Performance

19. CMET is an outcome driven business where employees and managers are encouraged to engage in regular conversations about expectations and feedback, to enable CMET to deliver on its business purpose and to facilitate ongoing professional development.
20. All employees are required to participate in the Performance Development process. The Performance Development process adopts an objectives-based approach and is framed by principles of equity, transparency and procedural fairness.
21. If employees are not performing consistently at the required standard, in the first instance they will be supported to improve and maintain their performance. Where relevant, the employee's fitness for duty will be assessed and taken into account.

Professional development

22. Employees and managers are jointly responsible for identifying professional development needs and opportunities. Investment in professional development must align with CMET priorities, individual and team goals.

Section 3 – Flexibility and Hours of Work

Flexible Work

23. Workplace flexibility is a condition of employment. Employees are to work in a completely flexible manner to perform works as directed by the Company and consistent with Attachment D and E - Classification Structures. Employees shall be multi-skilled where it is practical and cost-efficient. 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.
24. Employees may be required to work reasonable overtime or shift work in excess of the Ordinary Hours during the working week and at weekends. Without being prescriptive, reasonable overtime in excess of ordinary hours should not exceed 3 hours in any one day and should not exceed 7.6 hours in any week.

Individual Flexibility Term

25. This is detailed at Attachment C.

Requests for Flexible Working Arrangements

26. An Employee may request change in working arrangements
- a. Clause 26 - 29 applies where an Employee has made a request for a change in working arrangements under s.65 of the Fair Work Act (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 26 - 29 is an addition to s.65.

27. Responding to the request

- a. 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:
1. the needs of the Employee arising from their circumstances,
 2. the consequences for the Employee if changes in working arrangements are not made, and
 3. 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)).

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

28. This Clause applies if the Company refuses the request and has not reached an agreement with the Employee under clause 27.

1. 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.
2. if the Company and Employee could not agree on a change in working arrangements under clause 27, the written response under s.65(4) must:
 1. 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
 2. if the Company can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

What the written response must include if a different work arrangement is agreed

29. If the Company and the Employee reached an agreement under clause 27 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.

Dispute Resolution

30. Disputes about whether CMET has discussed the request with the Employee and responded to the request in the way required by this clause, can be dealt with under Attachment B.

Hours of Work

Ordinary Hours

31. 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 (the roster period).
32. 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). For clarity, employees can refuse to work requested hours beyond 8.15 hours.
33. 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.
34. Ordinary Hours worked on weekends shall be paid as follows:
 - a. On Saturday: at the rate of time and one half of the Employee's Wage Rate for all Ordinary Hours worked.
 - b. On Sunday: at the rate of double of the Employee's Wage Rate for all Ordinary Hours worked.
 - c. Provided that such Ordinary Hours worked in accordance with Clause 31:
 1. shall be counted toward an Employee's average hours per eight (8) week period,
 2. the rates in Subclauses 34.a. and 34.b. apply in lieu of any applicable shift loading or penalty payment.
35. Start and finish location(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.

36. Employees shall be entitled to 10 minutes sign on / sign off time that is counted towards the Employee's Ordinary Hours worked.

Rostering

37. CMET will develop a roster that sets out Ordinary Hours of up to eight (8) weeks.
38. CMET may vary the roster by giving 48 hours' notice or less by mutual agreement. Please note that these notice requirements do not apply to a shift swap arrangement between Employees.
39. 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.

Shift Lengths

40. The maximum shift length shall be 12 hours.
41. Employees shall have a minimum engagement of three (3) hours.
42. 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.

Interval Between Shifts

43. The time which an Employee must be off duty will be a minimum of 11 hours.
44. 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.

Work Location

45. Employees may start and end their shift at either the depot, the depot stop or nominated location along the route as nominated by CMET. Employees will start and finish their shift at the same location.
46. The depot will contain the following:
- Secure car parking (within the limits of available car parking spots).
 - Meal break and crib arrangements with appropriate facilities.
 - Communications such as telephones or radios or emails.
 - Operational documentation.
 - Provision for the transport of any safety or maintenance equipment.
47. Sign-on/sign-off points
- a. Where an Employee finishes work at a location that is different to the sign-on point, CMET 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.

Overtime

48. An Employee shall be required to work reasonable overtime (see clause 24) for payment of overtime penalty rates. Hours worked in addition to the Ordinary Hours will attract overtime payment.

49. Reasonable overtime will be scheduled with regard to:

- a. Any risk to Employee health and safety.**
- b. The Employee's personal circumstances, including any family responsibilities.**
- c. The needs of the workplace, and**
- d. Any other relevant matter.**

50. 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.

51. 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.

Meal Breaks

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

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

54. Meal breaks shall be provided at a time when an Employee has access to depot-based meal facilities.

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

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

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

CSO Breaks During Shift

58. CSOs working full-time will have two comfort breaks during each shift, one formally scheduled of up to 15 minutes and one to be taken by mutual agreement (informal) of up to 10 minutes.

Split Shifts

59. Where a CMET employee is rostered on for a split shift, they will be paid a split shift allowance of 25% of their wage rate for the period of the split.

Section 4 – Remuneration and Classifications

Classification Structures

60. At the start of employment, each Employee will be appointed by CMET 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.
61. 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 includes duties of a lesser classification as required.
62. CMET will prioritise the filling of full-time roles including permanent appointment to higher roles as they become available. 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.
63. CMET 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. While employees are engaged in duties other than their substantive role, they will be paid at either the rate of their substantive position or the rate of the classification whose duties are being performed; whichever is higher.
64. Acting in a Higher Grade:
 - a. An Employee appointed by CMET for more than two (2) hours on anyday 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.
 - b. An Employee appointed by CMET 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.
 - c. 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.

Annual Salary Increases

65. During the life of this Agreement, the salaries of CMET employees will be adjusted according to the following schedule:
 - a. Upon commencement of the agreement CMET employees will receive an increase of 4% per annum paid fortnightly.
 - b. On 1 July 2023, CMET employees will receive an increase of 3% per annum paid fortnightly.
 - c. On 1 July 2024, CMET employees will receive an increase of 2% per annum paid fortnightly.
66. Upon commencement of the agreement, CMET employees will receive a one-off payment equivalent to a 4% increase on base rate paid from 30 June 2022 to the day prior to the commencement date.

New Light Rail Vehicle Driver Classification Structure

67. CMET will implement a new LRV Driver classification structure on the first day of the second pay period that commences after the new agreement has been approved by the FWC. The new LRV Driver classification structure is set out at Attachment D.
68. The new structure will have four Increment points as follows:
- A training wage of \$28.08 per hour. This wage is paid for the duration of the probationary period – six (6) months.
 - A second increment point of \$32.24 per hour for the next twelve (12) months.
 - A third increment point of \$35.49 per hour for the next eighteen (18) months.
 - A fourth increment point of \$36.40 per hour.
69. CMET LRV Drivers will translate into the new structure (on the day of commencement of the new structure) according to the following rules:
- LRV Drivers who have been employed by CMET for less than six (6) months will translate to the second increment point.
 - LRV Drivers who have been employed by CMET for between six (6) and twelve (12) months shall remain on their old salary point until their twelve (12) month anniversary and then shall translate to the third increment point.
 - LRV Drivers who have been employed by CMET for between twelve (12) months and three (3) years will remain on the third increment point until their third anniversary.
 - LRV Drivers who have been employed by CMET for more than three (3) years will translate to the fourth increment point.

New Customer Service Officer Classification Structure

70. CMET will implement a new CSO classification structure on the first day of the second pay period that commences after the new agreement has been approved by the FWC. The new CSO classification structure is set out at Attachment E.
71. The new structure will have four increment points as follows:
- A training wage of \$26.52 per hour. This wage is paid for the duration of the probationary period – six (6) months.
 - A second increment point of \$30.16 per hour for the next twelve (12) months.
 - A third increment point of \$33.56 per hour for the next eighteen (18) months.
 - A fourth increment point of \$34.48 per hour.
72. CMET CSOs will translate into the new structure (on the day of commencement of the new structure) according to the following rules:
- CSOs who have been employed by CMET for less than six (6) months will translate to the second increment point.
 - CSOs who have been employed by CMET for between six (6) and twelve (12) months shall remain on their old salary point until their twelve (12) month anniversary and then shall translate to the third increment point.
 - CSOs who have been employed by CMET for between twelve (12) months and three (3) years will remain on the third increment point until their third anniversary.

- d. CSOs who have been employed by CMET for more than three (3) years will translate to the fourth increment point.

Salary Sacrifice

- 73. Employees may access salary sacrifice arrangements for non-cash benefits as provided by CMET's agreed provider.

Superannuation

- 74. 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 Aware Super for RTBU covered classifications, and CBUS Super for ETU covered classifications, as the default fund. The calculation of the contribution will be based on the ordinary-time earnings of the employee (as defined by the Australian taxation office).
- 75. 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:
 - a. The arrangement complies with relevant legislation and Company policy as amended from time to time.
 - b. 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.
 - c. The superannuation fund is a complying superannuation fund, and
 - d. 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.

Section 5 – Allowances and Reimbursements

Allowances

Night Work Allowance

- 76. 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.**
- 77. Employees who work overtime hours after 7.00pm and before 6.00am will be paid in accordance with Clauses 50 - 51.**
- 78. 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.**

Regulator Allowance

- 79. An LRV Driver who is qualified (as determined by the Company) and is appointed by the Company to perform the duties of a Regulator will receive a flat allowance of \$10.50 per hour for each hour actually worked in such a capacity. This allowance will be indexed by the same percentage as annual salary increases.**
- 80. Employees appointed by CMET to the role of Regulator in accordance with this Clause will be required to perform the duties contained in Appendix B.**
- 81. The Regulator allowance shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.**

Buddy Driver (Mentor) Allowance

- 82. 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.**
- 83. An Employee performing this function will be paid an additional 10% loading above their Wage Rate whilst performing the buddy function with trainee LRV Operators.**

First Aid Allowance

- 84. 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 \$16.46 per week worked. This allowance will be indexed by the same percentage as annual salary increases.**
- 85. The allowance in Clause 84 shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings**

Meal Allowance

- 86. Employees required to extend their shift by more than two (2) hours after signing on duty shall be entitled to a meal allowance of \$13.47 per shift. This allowance will be indexed by the same percentage as annual salary increases.**

Reimbursements

Reimbursement of Expenses

87. CMET shall reimburse Employees for authorised expenses incurred on the Company's behalf.

Travel Expenses

88. Where a CMET employee is required to travel interstate for work, the reasonable costs of travelling, accommodation, meals and other incidental expenses will be reimbursed by CMET.

Section 6 – Leave

Notice and Approval of Leave

89. Employees taking personal/carer's leave, community service leave, compassionate leave or parental leave are required to give notice to their manager as soon as practicable.

Leave Counting and not Counting for Service

90. Unless otherwise stated in the Agreement or required by law, all leave with pay counts for service for all purposes and all leave without pay does not count as service for any purpose. Periods of leave that do not count as service do not break an employee's continuous service.

Annual Leave

91. 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.
92. The taking of annual leave shall be subject to the following:
- a. All such leave shall be taken at a mutually convenient time. If excessive leave has been accrued (as defined in the Award), 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 is not accrued and for appropriate leave to be taken each year.
 - b. Annual leave shall accrue from commencement of service in accordance with the FW Act.
 - c. Annual leave shall accrue to Employees in respect of any authorised period of paid absence from duty.
93. On termination of employment, any unused leave shall be paid to the Employee, unless the employee does not have outstanding monies owed to CMET. In this event, CMET will deduct the outstanding monies owed from final monies due.
94. Annual Leave Loading
- a. A leave loading of 17.5% will apply to any annual leave taken.

Personal/Carer's Leave

95. Employees shall be entitled to 10 days paid personal/carer's leave per annum in accordance with the FW Act.
96. Employees will be allocated 5 days (probation period pro-rata amount of personal leave) upon commencement of employment with CMET. From the completion of probation, personal leave will accumulate as per the NES.
97. 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 purposes of this Clause, personal/carer's leave shall also be available in respect of stepparents and step- children in these circumstances in addition to the definitions contained in the FW Act.
98. Payment in respect of leave under this Clause is the Employee's Wage Rate as set out in the attachments to this Agreement.

99. 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 been absent for two (2) consecutive days and where the Employee has had more than two (2) individual absences in any year. This requirement may be modified at the Company's discretion. In the case of an unexpected emergency, reasonable proof may be required.
100. The Employee must notify CMET 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.
101. 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.

Trauma Leave

102. 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 CMET.
 - 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 102.a., and
 - d. The practitioner must provide the Company with a report outlining the estimated duration of absence due to Trauma Leave circumstances.

Pandemic Leave

103. Employees will be eligible for up to 5 days of pandemic leave per year of this agreement, non-accruable. The access to Pandemic Leave will only be approved if a relevant National Medical Authority declares a Pandemic, supported by the ACT Government, and requires a period of isolation for Employees who contract the disease. CMET will require appropriate information from an approved medical provider as evidence of the Employee's contracting of the Pandemic disease. Further details will be in CMET's Leave Procedures HRM-PRO-NIL-0002.

Compassionate Leave

104. 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.

Parental Leave

105. Employees will be entitled to Parental Leave in accordance with the NES and CMET policy.

Family and Domestic Violence Leave

106. This clause applies to all Employees, including casuals.
107. In this clause:
 - a. 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.

- b. Family member means:**
 - 1. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee, or**
 - 2. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee, or**
 - 3. a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.**
- c. A reference to a spouse or de facto partner in the definition of family members in clause 109 b. includes a former spouse or de facto partner.**
- 108. An Employee is entitled to ten (10) days' paid leave to deal with family and domestic violence, as follows:**
 - a. The leave is available in full at the start of each 12-month period of the Employee's employment, and**
 - b. The leave does not accumulate from year to year, and**
 - c. Is available in full to part-time and casual Employees.**
 - d. A period of leave to deal with family and domestic violence may be less than one day by agreement between the Employee and the Company.**
 - e. 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.**
 - f. Employees may also access their personal/carers leave accrual to cover the period of absence and domestic violence leave taken in accordance with this clause.**
- 109. Taking Unpaid Leave:**
 - a. An Employee may take unpaid leave to deal with family and domestic violence (or access their accrued personal or annual leave entitlements or combination of) if the Employee:**
 - 1. Is experiencing family and domestic violence; and**
 - 2. needs to do something to deal with the impact of the family and it is impractical for the Employee to do that thing outside their ordinary hours of work.**
 - b. 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 relevant medical evaluations, attending urgent court hearings, or accessing police services.**
- 110. Service and continuity**
 - a. 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.**
- 111. Notice and evidence requirements**
 - a. An Employee must give CMET notice of the taking of leave by the Employee under this clause. The notice:**
 - 1. must be given to CMET as soon as practicable (which may be a time after the leave has started); and**
 - 2. must advise CMET of the period, or expected period, of the leave.**
 - b. An Employee who has given CMET notice of the taking of leave under this clause must, if**

required by CMET, give appropriate evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 108.

- c. 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.

112. Confidentiality

- a. CMET must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 108 is treated confidentially, as far as it is reasonably practicable to do so.
- b. Nothing in this clause prevents CMET 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.

113. Compliance

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

Long Service Leave

- 114. 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.

Public Holidays

- 115. 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, Kings Birthday and other locally gazetted half or full day public holidays.
- 116. Any Employee required to work on a public holiday nominated herein shall receive:
 - a. Payment at double time and a half of the Wage Rate (250%).
 - b. 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.
- 117. 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.
- 118. 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.

Section 7 – Conditions of Engagement and Separation

Probation

- 119. The probationary period for new permanent Employees is six (6) months unless an extension is recommended by an Employee's direct manager. The maximum extension is two (2) months.
- 120. Approval for a probation extension rests with CMET's HR Manager.
- 121. At any time during the probationary period, and for any reason, the Employee's employment may be terminated by CMET.

Contract of Employment

- 122. Employees may be employed on a full-time, part-time or casual basis.
- 123. 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 a 25% loading and then the relevant overtime rate/loading.
- 124. 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.
- 125. A casual Employee will be utilised in the first instance, whenever practicable, to cover planned and unplanned absences of part-time Employees.
- 126. 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.
- 127. Part-time Employees who work in excess of agreed hours (or as varied by further agreement), will receive overtime penalties in accordance with Clauses 50 - 51.
- 128. 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 32 of this Agreement.

Shift Workers

- 129. Employees defined as shift workers will be paid the applicable salary rate for their classification and receive paid penalty rates as set out in this agreement.
- 130. An employee who is defined as a shift worker is entitled to an additional week of annual leave for each year of service.

Personal Protective Equipment

- 131. CMET will provide Employees in operational roles with uniforms in accordance with CMET policy (as emended from time to time) which must be worn. Soiled, worn out or damaged uniform or PPE will not be recycled.

Resignation

- 132. Employees may resign from their employment by giving a minimum of two weeks' notice in writing to their manager unless the manager agrees to a shorter period. Employees will receive their final monies (less any monies owed to CMET) on cessation of their employment, to be paid to the employee's nominated bank account on the next scheduled pay day.

Termination of Employment

133. 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
Up to 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

134. If the Employee is over 45 years old at the time notice of termination is given by CMET 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.
135. Termination of all casual engagements by either party shall require eight (8) hours' notice on either side of an engagement or the payment or forfeiture of eight (8) hours pay will apply.
136. 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.
137. 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.
138. 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.
139. 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 their accrued leave, the employee will be placed on Leave Without Pay. If after 30 calendar days, the employee has been unable to obtain the relevant qualification, the Company may terminate through frustration in which case the Company must give notice of termination and make payment in lieu of notice.
140. 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 day worked, and wages shall be paid only up to the last day worked.
141. Clauses 133 and 134 shall not apply to Employees who are engaged for a specified task/s, or on a casual basis.

Redundancy

- 142.** 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

- 143.** The payment under Clause 142 is made at the Employee's Wage Rate.
- 144.** 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.
- 145.** Clause 142 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.

Section 8 – Ancillary Items

Payment of Wages

- 146. 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.**
- 147. When the Employee's services are terminated, the Company shall pay any wages due as soon as practicable.**

Overpayment Reimbursement to CMET from Employee

- 148. 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 26 weeks.**

Workplace Representation

- 149. For the purposes of this Clause a workplace representative is an Employee who has been appointed as a representative in writing by the Union.**
- 150. 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.**
- 151. 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:**
 - a. 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,**
 - b. The Employee concerned can be released from duty by the Company for the period of the course, without affecting normal operations.**
 - c. Employees are not entitled to any expense related allowances or penalty rates during the period of training, and**
 - d. Further leave may be granted subject to agreement between the Parties.**

Confidentiality

- 152. Employees must not during their employment, 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") or make disparaging commentary about the Company; without seeking 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. Nor will Employees during their employment or thereafter release privileged or confidential information.**
- 153. For the avoidance of doubt, nothing in the Clause shall 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 ONRSR.**

Surveillance

154. CMET will not use its CCTV camera network for any purpose outside of the legislated requirement and will always be mindful of the Privacy Act and its implications. In practical terms, this means that CMET's use of CCTV footage is to review incidents and emergencies that occur within the alignment and CMET property. Outside of incident and emergency reviews, there will be no live monitoring of employees in the performance of their duties.

Attachment A – Consultation Terms

155. This Clause applies if the Company:

- a. In considering a 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 covered by this agreement; or
- b. Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

156. For a major change:

- a. The Company must notify the Relevant Employees of the decision to introduce the major change; and
- b. Clauses 157 to 162 apply.

157. The Relevant Employees may appoint a representative for the purposes of the procedures in this Clause 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,
the Company must recognise the representative.

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

- a. Discuss with the relevant employees and their representative (if nominated):
 1. the introduction of the change, and
 2. the effect the change is likely to have on the Employees, and
 3. measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees, and
- b. For the purposes of the discussion – provide, in writing, to the relevant Employees and their representative (if nominated):
 1. all relevant information about the change including the nature of the change proposed, and
 2. information about the expected effects of the change on the Employees, and
 3. any other matters likely to affect the Employees.

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

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

161. 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 Clauses 157 and 158 are taken not to apply.

162. In this Clause 156, 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. 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 need to relocate Employees to another workplace, or
- g. The restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

163. For a change referred to in Subclause 155. b.:

- a. The Company must notify the Relevant Employees of the proposed change, and
- b. Clauses 164 to 167 apply.

164. The Relevant Employees may appoint a representative for the purposes of the procedures in this Clause 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. the Company must recognise the representative.

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

- a. Discuss with the Relevant Employees and their representative (if nominated) the introduction of the change; and
- b. For the purposes of the discussion - provide to the Relevant Employees and their representative (if nominated):
 - 1. all relevant information about the change, including the nature of the change, and
 - 2. information about what the Company reasonably believes will be the effects of the change on the Employees, and
 - 3. information about any other matters that the Company reasonably believe are likely to affect the Employees, and
- c. 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).

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

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

CMET Consultative Committee

168. CMET has established and will maintain a consultative committee as a forum for effective communication between the company and its employees.

169. The consultative committee will comprise two (2) representatives from management and representatives from each work area of the company. Representatives will be a member of the

specific work group and be elected by that work group. The committee will meet a minimum of four times each year.

170. The principal purpose of this committee will be to:

- a. Monitor the implementation of the terms of this Agreement,**
- b. Facilitate the process of workplace reform through consultation,**
- c. Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security, and**
- d. 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, existing and future work, removal of restrictive work practices, environmental protection and redundancies.**

Attachment B – Terms for Dealing with Disputes

171. 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:

- a. 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,**
- b. 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 Department Manager as prescribed by the Company from time to time,**
- c. If the matter is still unresolved, the Employee's grievance may be referred to the Company's Human Resources Manager and/or the General Manager, for resolution,**
- d. 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),**
- e. All parties reserve the right to be legally represented for all matters before FWC,**
- f. 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.**

172. It is agreed that during the time when the affected Employee(s) and the Company attempt to resolve the matter:

- a. Work shall continue in a manner it was performed prior to the issue or decision that gave rise to the dispute,**
- b. No industrial action shall be commenced or taken in relation to the subject of the dispute,**
- c. Nothing in this Clause shall affect the ability of the Company to terminate an Employee pursuant to the termination Clause(s) in this Agreement,**
- d. Nothing in this clause shall affect the ability of an Employee or their representative from contesting a disciplinary outcome up to and including dismissal,**
- e. The Parties must co-operate to ensure that the dispute resolution procedures are carried out as expeditiously as is reasonably possible.**

173. Safety issues shall be isolated from industrial matters and any issue or dispute relating to safety shall be dealt with in accordance with CMET's Work Health and Safety Committee Terms of Reference.

174. Final settlement of the dispute will not be prejudiced by continuance of work under the dispute procedure in this Agreement

Attachment C – Individual Flexibility Term

175. 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:

- a. The Agreement deals with one (1) or more of the following matters:
 1. arrangements about when work is performed,
 2. overtime rates,
 3. penalty rates,
 4. allowances, and
 5. leave loading.
- b. The arrangement meets the genuine needs of the Company and Employee in relation to on (1) or more of the matters mentioned in 166; and
- c. The arrangement is genuinely agreed to by the Company and Employee.

176. 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.

177. 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:
 1. the terms of the Agreement that will be varied by the arrangement; and
 2. how the arrangement will vary the effect of the terms; and
 3. 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
 4. states the day on which the arrangement commences and any review period that applies.

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

179. 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.

Attachment D – Light Rail Vehicle Driver Classification Structure

180. CMET new Light Rail Vehicle (LRV) Driver classification structure to be implemented on the first day of the second pay period that commences after this agreement has been approved by the FWC. Translation arrangements are detailed in the Agreement at Clause 68.

Classification	Existing Wage Rate (\$/hr)	From Commencement (4%)	30 June 2023 (3%)	30 June 2024 (2%)
Trainee LRV Driver	\$23.91	\$28.08 ¹	\$28.92	\$29.50
LRV Driver Grade 1	\$28.09	\$32.24 ²	\$33.21	\$33.87
LRV Driver Grade 2	\$34.12	\$35.49 ³	\$36.56	\$37.29
LRV Driver Grade 3	n/a	\$36.40 ⁴	\$37.49	\$38.24

1. Trainee LRV Drivers wage runs from commencement of employment until probation period is completed (usually 6 months).
2. LRV Driver Grade 1 wage rate will commence upon satisfactory passing of probationary period for the next twelve (12) months.
3. LRV Driver Grade 2 wage rate will commence after twelve (12) months at LRV Driver Grade 1 rate and continue for the next eighteen (18) months.
4. LRV Driver Grade 3 wage rate will commence after eighteen (18) months at LRV Driver Grade 2 rate.

Attachment E – Customer Service Officer Classification Structure

181. CMET new Customer Service Officer (CSO) classification structure to be implemented on the first day of the second pay period that commences after this agreement has been approved by the FWC. Translation arrangements are detailed in the Agreement at Clause 71.

Classification	Existing Wage Rate (\$/hr)	From Commencement (4%)	30 June 2023 (3%)	30 June 2024 (2%)
Trainee CSO	\$22.78	\$26.52 ¹	\$27.32	\$27.87
CSO Grade 1	\$26.45	\$30.16 ²	\$31.07	\$31.69
CSO Grade 2	\$32.27	\$33.56 ³	\$34.57	\$35.26
CSO Grade 3	n/a	\$34.48 ⁴	\$35.51	\$36.22

1. Trainee CSO wage runs from commencement of employment until probation period is completed (usually 6 months).
2. CSO Grade 1 wage rate will commence upon satisfactory passing of probationary period for the next twelve (12) months.
3. CSO Grade 2 wage rate will commence after twelve (12) months at CSO Grade 1 rate and continue for the next eighteen (18) months.
4. CSO Grade 3 wage rate will commence after eighteen (18) months at CSO Grade 2 rate.

Appendix One: Specific Terms for Multi-Skilled Technicians

On Call Allowance

182. 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:
- a. When an Employee is on call for a part day/night they shall be entitled to a payment of \$40.00 flat for each part-day worked,
 - b. When an Employee is on call for a full day Monday to Friday, they shall be entitled to a payment of \$70.00 flat per day,
 - c. When an Employee is on call for a full day on the weekend or Public Holiday, they shall be entitled to a payment of \$100.00 flat per day.
183. Employees will be entitled to a minimum of three (3) hours at the relevant overtime rate on each occasion that an Employee is called out.
184. If an Employee is called back to the original location within the three (3) hour payment period mentioned in clause 183, they will not be entitled to any extra payment until their working time exceeds the three (3) hour period.

Electrical Licence Allowance

185. An Employee who is required to hold a current Electrical Licence will be paid a flat allowance of \$40.00 per week.
186. The allowance in Clause 185 shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.
187. An Employee in receipt of the allowance in clause 185 will not be eligible for the reimbursement of the cost of renewing their Electrical Licence.

Night Work Allowance

188. Where an Employee is required to work during the night hours, they will receive an allowance of 30% of their wage rate.
189. Employees who work overtime hours after 7.00pm and before 6.00am will be paid in accordance with Clause 50 and 51.
190. 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.

Sweeper Allowance

191. Where an employee is required to work night hours to undertake the sweeper duties, they will receive an allowance of 50% of their wage rate.
192. Employees are not entitled to claim Night Work Allowance and Sweeper Allowance for the same hours worked. They can only apply for one not both (depending on the nature of the work to be conducted).

Multi-Skilled Technicians Classification Structure

193. CMET Multi-Skilled Technician classification structure is to be implemented on approval by the FWC. Below sets out the table with the new increment available once an employee has been working for CMET for three (3) years. Note – Clause 66 will apply to Multi-Skilled Technicians.

Classification	Existing Wage Rate (\$/hr)	From Commencement (4%)	30 June 2023 (3%)	30 June 2024 (2%)
Multi-Skilled Technician Grade 1	\$45.90	\$47.74	\$49.17	\$50.15
Multi-Skilled Technician Grade 2	n/a ¹	\$49.82	\$51.32	\$52.35

1. Any Multi-Skilled Technician who has worked with CMET for three years, will be paid at the new higher increment upon their three-year work anniversary.