



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

Emergency Services Telecommunications Authority
(AG2010/7698)

EMERGENCY SERVICES TELECOMMUNICATIONS AUTHORITY, ADMINISTRATIVE AND SUPPORT STAFF, ENTERPRISE AGREEMENT 2009

Telecommunications services

COMMISSIONER ROE

MELBOURNE, 12 APRIL 2010

*Application for approval of the Emergency Services Telecommunications Authority,
Administrative and Support Staff, Enterprise Agreement 2009.*

[1] An application has been made for approval of an enterprise agreement known as *The Emergency Services Telecommunications Authority, Administrative and Support Staff, Enterprise Agreement 2009* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Emergency Services Telecommunications Authority. The agreement is a single-enterprise agreement.

[2] I was initially concerned about whether the Better Off Overall Test was satisfied given that annual salaries are paid which are not actually specified in the Agreement. However, overtime is paid separately at rates which are more generous than the award and the undertakings given provide adequate assurance that the BOOT is satisfied.

The undertaking which now forms a part of the Agreement is as follows:

“For the avoidance of doubt clause 4.2 of the Agreement has the effect that the Award shall be incorporated in the Agreement as at the date of certification and its terms shall apply as terms of this Agreement except to the extent of any inconsistency between the Agreement and the Award in which case the terms of the Agreement shall take precedence. Further, the base rate of pay of employees used to calculate annual salaries shall as a minimum be in accordance with the Award for the appropriate classification.

In respect to clause 36, for the avoidance of doubt the ESTA policies, procedures and protocols do not form a part of the Agreement which was voted upon by employees. The ESTA policies, procedures and protocols will not now or in the future have the effect of altering the provisions of this Agreement. ESTA policies, procedures and protocols will not in any way have the effect of reducing the rights of employees under the provisions of the Fair Work Act or State occupational health and safety or discrimination legislation or regulations.

For the avoidance of doubt, in addition to the matters referred to in Clause 4 Incidence of the Agreement, the Agreement shall operate in conjunction with the National Employment Standards. Where there is a matter covered by the National Employment Standards which is not dealt with in this Agreement (e.g. community service leave, redundancy and the right to refuse work on a public holiday in certain circumstances) then the NES will apply. Nothing in this Agreement is intended to or shall have the effect of reducing the entitlements of an employee under the NES. In addition the parental leave policies referred to in Clause 23.1 do not and shall not operate to reduce employee entitlements under the NES.

In respect to Clause 11.4 “There are no circumstances where an employee will work more than 12 ordinary hours in a day.

In respect to remuneration clause 17 “The remuneration levels will, in all cases, exceed those prescribed in the Award.”

[3] I am satisfied that the effect of the undertakings is not likely to cause financial detriment to any employee covered by the Agreement; or result in substantial changes to the Agreement. Acceptance of the undertakings is consistent with the object of Part 2-4 of the Act to facilitate the making of agreements. The bargaining representatives FWA is aware of have been consulted and support the undertakings.

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

[5] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[6] As the agreement does not contain a flexibility term, pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is deemed to be a term of the agreement

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 April 2010. The nominal expiry date of the Agreement is 31 December 2012.



COMMISSIONER

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Emergency Services Telecommunications Authority
Administrative and Support Staff Enterprise Agreement 2009



Fair Work Act 2009

**Emergency Services Telecommunications Authority,
Administrative and Support Staff,
Enterprise Agreement 2009**



A UNION COLLECTIVE AGREEMENT BETWEEN:

EMERGENCY SERVICES TELECOMMUNICATIONS AUTHORITY

and

**THE COMMUNICATIONS, ELECTRICAL, ELECTRONIC, ENERGY, INFORMATION,
POSTAL, PLUMBING AND ALLIED SERVICES UNION OF AUSTRALIA**

1. TITLE

This Agreement shall be known as the Emergency Services Telecommunications Authority, Administrative and Support Staff, Enterprise Agreement 2009.

2. ARRANGEMENT

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3. PARTIES BOUND

This Agreement shall be binding on:

- the Emergency Services Telecommunications Authority (ESTA); and
- the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and administrative and support staff of ESTA eligible for membership of that union.

4. INCIDENCE OF AGREEMENT

- 4.1 This Agreement shall apply to the operations of the Emergency Services Telecommunications Authority in the State of Victoria with respect to employees defined in Clause 6 of this Agreement.
- 4.2 This Agreement shall be read in conjunction with the Emergency Services Telecommunications Authority Award 2005 in its terms current at the time of certification of this Agreement. In the event of any inconsistency between this Agreement and the Award, the terms of this Agreement shall take precedence.
- 4.3 No employee shall be worse off as a result of the application of this Agreement.

5. DATE AND PERIOD OF OPERATION

- 5.1 This Agreement shall come into operation on the first pay period following 1 January 2010 and shall remain in operation until 31 December 2012.

6. DEFINITIONS

- **“Administrative and Support Staff”** means “employee”
- **“Award”** means *the Emergency Services Telecommunications Authority Award 2005*
- **“Base Salary”** means the annual salary prescribed in Clause 18 for each position as varied in accordance with this Agreement.
- **“Centre”** means a communications facility from which ESTA operates emergency communications services.
- **“Customer”** means any one or more of the Emergency Service Organisations (e.g. Victoria Police, the Victoria State Emergency Service, the Metropolitan Fire & Emergency Services Board, the Country Fire Authority, Ambulance Victoria), and any present or prospective client of ESTA.
- **“ESTA”** means Emergency Services Telecommunications Authority.
- **“Employee”** means a person employed by ESTA who is neither an Executive or an employee employed under the Emergency Services Telecommunications Authority Enterprise Agreement.
- **“Employer”** means Emergency Services Telecommunications Authority.

- **“Executive”** means a person employed by ESTA under the provisions of an individual executive contract.
- **“Full-time Employee”** means an employee engaged under the terms described in Clause 12.
- **“Industrial Action”** has the same meaning as defined in the Australian Fair Work Act 2009.
- **“Ordinary Hours”** means the rostered hours usually worked by an employee, inclusive of all categories of leave but excluding overtime.
- **“Overtime”** means approved paid (by remuneration or time-in-lieu) time worked in excess of the rostered ordinary time hours per shift, and/or, for full time employees, in excess of the ordinary time hours per week.
- **“SECC”** means State Emergency Communications Centre.
- **“Support Office”** means the office(s) / location(s) where employees employed under this Enterprise Agreement comprise the majority of employees.
- **“Union”** means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.

7. EQUAL EMPLOYMENT OPPORTUNITY / HARASSMENT

- 7.1 ESTA is committed to the principles of equal opportunity in employment and their actions in this regard will be governed by the spirit and the intent of the relevant Federal and State legislation. ESTA is also committed to increasing the skill and competency levels of all employees and to providing equal opportunity for promotion and access to career path progression.
- 7.2 ESTA will not tolerate discriminatory behaviour, harassment or bullying and appropriate action will be taken if they are found to occur. Comprehensive policies and procedures are in place and will be maintained to address these issues and provide appropriate protection for employees.

8. OCCUPATIONAL HEALTH AND SAFETY

- 8.1 ESTA will provide, monitor and maintain a safe and healthy work environment in accordance with the Occupational Health & Safety Act 2004 (Victoria).
- 8.2 ESTA will train all employees in safe working practices to ensure they understand their rights and responsibilities to protect their own health and safety and to avoid adversely affecting the health and safety of any other person through any act or omission at work.
- 8.3 ESTA will ensure that all OH&S Representatives are properly trained (and retrained as appropriate) to enable them to fully perform all their roles and responsibilities as an OH&S Representative under the Occupational Health and Safety Act 2004 (Victoria). The trainer and the training course must be appropriately accredited and may be provided through a union conducted course.

- 8.4 A person will be designated to assume the responsibilities of Occupational Health and Safety (OH&S) Officer for ESTA and implementation of ESTA's OH&S Policies and Procedures.
- 8.5 The ESTA Support Office shall establish and maintain an Occupational Health and Safety Committee consisting of equal representation of management and employees. The Committee shall meet at least quarterly and be responsible for periodical OH&S audits of the Support Office and reports to management. After consultation with local management, a safety representative may invite a relevant union official to attend the meeting for the purpose of discussing specific safety issues that have not been resolved at the workplace.
- 8.6 All ESTA worksites are designated smoke free environments.
- 8.7 All parties to this Agreement commit to abide by all relevant regulations, codes of practice and national standards in respect to occupational health and safety.
- 8.8 Urgent attention will be paid by all parties to any changed or additional requirements in OH&S which should properly apply to ESTA and its employees as an emergency service.

9. LOCATION

- 9.1 Each employee will be based at a specific location(s) (ie their normal work location (s)). Employees may be required to travel or transfer between locations to the extent needed to effectively carry out the responsibilities of their employment. Such a requirement will not be applied unreasonably, and will have regard to the employees personal circumstances. Any travel or transfer would be by mutual agreement as far as possible. No employee will be required to transfer permanently to or from Ballarat without their agreement.
- 9.2 Employee travel expenses, as per ESTA Human Resources policy (relating to "Employee Expenses" and "Vehicle Allowances and Expenses", will be reimbursed to employees requested to attend a location that is not their normal work location(s). The amount paid for motor vehicle expenses will be based on the Australian Taxation Office provided schedule and will be calculated on the additional distance they are required to travel over and above their normal travel between home and work.
- 9.3 Travel expenses shall not be paid where an employee has accepted a permanent transfer to another location, or where the employee has voluntarily offered / requested to work overtime shifts at another location.

10. PROBATION

- 10.1 All new permanent employees of ESTA will be subject to a probationary period of 3 months. Confirmation of continuing employment beyond the end of the probationary period will be provided before the expiry of the probationary period and will be contingent upon satisfactory performance, satisfactory behaviour and meeting any necessary security clearance or other specified employment pre-requisites. Where the employee has not achieved the required standards within 3 months, and it is considered that those standards would be achieved within a further 3 months, the probationary period may be extended for up to 3 months.

- 10.2 Employment may be terminated by ESTA or the employee at any time during the probationary period without notice or payment in lieu of notice.

11. HOURS OF WORK

- 11.1 In order to be able to provide for ESTA's operational requirements, some employees shall work on a roster as prepared by the responsible ESTA officer. This may involve day, afternoon, night and/or weekend shifts, unless otherwise specified in existing individual arrangements or agreed between the employee and ESTA.
- 11.2 Where any changes to individual or group working arrangements are contemplated, ESTA will consult with the employees affected with the view to reaching agreement with them in relation to the change, as far as practicable.
- Changes should not generally be made without at least one week notice.
- 11.3 Where ESTA initiates a significant change of shift for a shift worker (e.g. change to a night shift, weekend shift, public holiday shift or to a rostered day off), and that change, takes place within 1 week from the date of notification of the change, ESTA will pay the employee 1 hour overtime per day (time and one half) until the 1 week notice period has elapsed or provide time in lieu (on the basis of an hour for each hour that would have been paid as overtime)..
- 11.4 Ordinary hours per day for full time employees will generally be a minimum of 7.6 hours and a maximum of 12 hours.

12. DUTIES

- 12.1 Employees will undertake those duties as outlined in individual job / position descriptions together with any other reasonable duties which may be assigned to them from time to time which are within the scope of their training and competence and which comply with any statutory obligations applicable to the position, .
- 12.2 In addition, employees shall:
- (a) exercise such powers, authority and discretion in relation to the business of ESTA as may from time to time be delegated to them;
 - (b) in the discharge of their duties and the exercise of their powers, authority and discretion, conform to, observe and comply with the directions, restrictions and regulation of ESTA, made or given from time to time;
 - (c) comply with all legal requirements, statutory or otherwise pertaining to their position and responsibilities;
 - (d) at all times comply with all lawful orders and instructions given to them by ESTA or an authorised delegate of ESTA; and
 - (e) faithfully serve ESTA and at all times use their best endeavours to promote the interest of ESTA.
- 12.3 Where an employee temporarily performs the duties of a higher classified position, that employee may be paid at a higher rate, up to the rate determined for that higher position. The payment and rate of payment will depend on:
- (a) the duties being performed and their value;
 - (b) the duration of the temporary performance; and

- (c) the degree to which the temporary performance is recognised in the employees performance related incentive payment.

13. EXCLUSIVITY OF EMPLOYMENT

- 13.1 For the duration of employment with ESTA, employees, other than casual employees, will not undertake any other employment, office, or remunerative work, or honorary or voluntary activity (e.g. CFA or SES), which could in any way impinge upon, detract from, interfere with or otherwise restrict their ability to effectively and efficiently carry out their ESTA duties and responsibilities.
- 13.2 Employees shall not, for the duration of their employment, set themselves up or engage in private business or undertake other employment in direct or indirect competition with ESTA, or in any other way engage in any business or employment which may lead to a conflict of interest with ESTA.

14. CONFIDENTIAL INFORMATION

- 14.1 Information other than that generally published and available regarding ESTA's business, operations and systems, financial affairs and structures (i.e. "confidential information") is of value to ESTA and is of a restricted and confidential nature. Employees will not use or disclose any such confidential information to any other person, firm or corporation without the previous consent in writing of ESTA.
- 14.2 Any intellectual property invented or created by an employee as a result of their employment with ESTA shall remain the property of ESTA unless otherwise agreed in writing between ESTA and the employee.

15. EMPLOYEE DEVELOPMENT

- 15.1 ESTA is committed to the ongoing operation of a comprehensive Performance, Development and Review programme (See clause 16). A key component of that program is the identification of an employees development requirements in relation to their current position and any potential short or long term moves, the organisation of the identified development and the assessment of it's effectiveness. Training may also be approved outside that formal process where special or unexpected needs arise.
- 15.2 ESTA support for continuing education is available in accordance with ESTA's "Training, Education and Development" policy. This is subject to the course being approved by ESTA as relevant to the employee's career development within ESTA.

16. PERFORMANCE and DEVELOPMENT REVIEW

- 16.1 The performance criteria agreed to by an employee and ESTA shall be specified in the relevant Position Description and may be varied by agreement between the employee and ESTA.
- 16.2 The performance of an employee shall be subject to review by ESTA at least once every 12 months as part of the Performance, Development and Review process.

- 16.3 ESTA shall give the employee at least 7 days notice of the date when a performance review is to be conducted and the review shall be concluded within 2 months from that date.
- 16.4 Within one month of the conclusion of a performance review, or as soon as is practicable thereafter, ESTA shall prepare and send to the employee a statement which sets out:
- (a) ESTA's conclusions about the employee's performance during the period which is the subject of the performance review;
 - (b) any directions or recommendations made by ESTA to the employee in relation to the employee's future performance of the duties of the position;
 - (c) any proposal by ESTA to vary the performance criteria as a consequence of the performance review; and
 - (d) the percentage performance bonus (if any) for the previous financial year.

17. REMUNERATION

- 17.1 The minimum annual salaries for employees employed under this Agreement will be within the following range:
\$28,667 - \$104,523
- 17.2 The annual salaries for employees (other than those who have had less than 6 months employment at the date of the increase) will be increased as follows:
- by 3.25% per annum from the beginning of the first pay period commencing on or after 1 January 2010, then
 - by a further 3.25% per annum from the beginning of the first pay period commencing on or after 1 January 2011, then
 - by a further 3.25% per annum from the beginning of the first pay period commencing on or after 1 January 2012.
- 17.3 Where employees work shift work, their remuneration will take the shift arrangements into consideration.
- 17.4 Where employees are required to be "on-call", their remuneration will incorporate an annualised "on-call" allowance consistent with the levels paid in the Victorian Public Service.
- 17.5 The payment of individual salaries is subject to the employee at all times being ready, willing and able to perform and performing their duties, in accordance with the provisions of clause 12.
- 17.6 The following benefits are available on a salary sacrifice basis and subject to ESTA's policies and procedures:
- Motor Vehicle (Novated Lease),
 - Employee Superannuation contributions.

A minimum of fifty percent (50%) of an employees Remuneration Package must be taken as monetary remuneration except in exceptional circumstances as agreed by ESTA.

18. PERFORMANCE RELATED INCENTIVE PAYMENT

- 18.1 A performance-related incentive payment based on work performance and determined by ESTA annually as an amount up to the percentage (specified in clause 18.2) of the remuneration package, shall be payable within one month, or as soon as is practicable thereafter, of the provision to the employee of the statement referred to in clause 16.4
- 18.2 The amount will be up to 10% (of the remuneration package (including superannuation paid by ESTA)) and will be paid subject to the achievement of ESTA's financial objectives.
- The payment will be based on:
- the achievement of ESTA's business and service objectives, and
 - the employees personal performance.
- 18.3 Employees who are eligible for a performance-related incentive payment and who cease employment following the completion of a financial year will not lose their entitlements for consideration of a payment under this clause in respect of that completed year.
- 18.4 If an employees employment is terminated or otherwise comes to an end prior to the completion of a financial year, by reason of the age, ill health, retirement, redundancy or death of the employee, a performance review shall be conducted in accordance with Clause 16 for the final period of the employees service and the employee or the legal personal representative of the employee, as the case may be, shall be entitled to receive a performance-related incentive payment (if any) in accordance with the provisions of clause 18.2.
- 18.5 If the employees employment is terminated or ceases for any reason other than for the reasons specified in clause 18.4 no performance related incentive payment shall be payable in relation to an incomplete financial year.

19. OVERTIME

- 19.1 Overtime may be paid to employees in circumstances outlined in ESTA's Human Resources Policies and Procedures.
- 19.2 Overtime (paid) worked on any day except a Sunday or Public Holiday or Alternative Public Holiday, is paid at the rate of time and a half for the first two hours and double time thereafter, and shall be calculated on a daily basis..
- 19.3 Overtime (paid) worked on a Sunday in excess of the ordinary rostered hours will be paid at double ordinary time.
- 19.4 Overtime (paid) worked on a Public Holiday or Alternative Public Holiday in excess of the ordinary rostered hours will be paid at triple ordinary time.
- 19.5 An employee recalled to work (and paid) overtime after leaving work shall be paid a minimum of four (4) hours at overtime rates. Provided that an employee requested to commence work early, shall be paid overtime only for the hours worked prior to the normal commencement.
- 19.6 An employee may be granted time off normal rostered duty in lieu of overtime, subject to the following:

- (a) the time off granted would be no more than the actual time worked;
- (b) an employee may bank a maximum of 5 days / shifts in total; and
- (c) the time off may be taken at a time agreed between the employee and the relevant manager, and must take into consideration operational requirements.

The granting of the time off will not be unreasonably refused.

20. MEAL ALLOWANCE

- 20.1 A meal allowance is payable to employees required to work unplanned overtime for at least two (2) hours beyond the end of their normal or overtime work, provided the total hours worked, inclusive of overtime, is not less than ten (10).
- 20.2 The meal allowance payable for each such instance will be seventeen dollars sixty (\$17.60).
- 20.3 The allowance will be increased as follows:
 - 1 January 2012 - \$18.15
 - 1 January 2013 - \$18.75

21. ANNUAL LEAVE

- 21.1 Annual leave shall accrue at the rate of 4 weeks per annum for all full-time employees. For those on continuous shift, annual leave shall accrue at the rate of 5 weeks per annum.
- 21.2 Such leave shall be taken at a mutually agreed time, as far as practicable, subject to:
 - (a) annual leave cannot be taken in the first three (3) months of employment, unless authorised by the General Manager Human Resources.
 - (b) annual leave entitlements must be taken within 12 months of the full entitlement falling due, unless special circumstances exist and approval to defer is granted by the relevant General Manager or equivalent.
 - (c) the time at which annual leave is taken shall be fair and equitable to all employees and shall take into consideration ESTA's operational requirements
- 21.3 Any entitlement to annual leave which has properly accrued in terms of this Agreement and has not been taken as leave by an employee will be paid to that employee on termination.

22. LONG SERVICE LEAVE

- 22.1 An employee is entitled to Long Service Leave on completing 10 years continuous employment with ESTA (and Intergraph BEST (Vic) Pty Ltd).
- 22.2 Where an employee's employment is ended for any reason and the employee has completed at least 5 but less than 10 years continuous service with ESTA

and Intergraph BEST (Vic) Pty Ltd, the employee is entitled to payment of long service leave in respect of that service.

- 22.3 Long Service Leave shall accrue as follows:
- (a) for service prior to 1 October 2003
Long Service Leave shall be in accordance with the Long Service Leave Act 1992. (i.e. at the rate of 13 weeks leave on ordinary pay on completing 15 years continuous employment with ESTA (and Intergraph BEST (Vic) Pty Ltd).
 - (b) for service after 1 October 2003
At the rate of 13 weeks leave on ordinary pay on completing 10 years continuous employment with ESTA (and Intergraph BEST (Vic) Pty Ltd).
- 22.4 Continuity of service for the purpose of calculating Long Service Leave will not be broken by any of the circumstances detailed in section 62 (2) of the Long Service Leave Act 1992, unless agreed otherwise in accordance with section 63(3) of that Act.
- 22.5 The "ordinary pay" for long service leave shall be as defined in section 64 of the Long Service Leave Act 1992.
- 22.6 Casual employees will be entitled to long service leave provided that there is no more than a 3 month gap between periods of employment unless the break in service was caused by the absence of the employee under the terms of their engagement.
- 22.7 Long service leave does not include any public holiday or annual leave occurring during the period when the long service leave is taken
- 22.8 An employee, by agreement with ESTA, may take double the period of leave at half the rate of pay. The agreement shall have regard to the needs of the employee and ESTA's operational requirements

23. PARENTAL LEAVE

- 23.1 Parental leave shall be granted in accordance with the provisions of the Fair Work Act 2009 except for any additional provisions contained in this clause. The following is an outline of the provisions. Full details are included in ESTA Policies and Procedures.
- 23.2 (a) Parental leave encompasses maternity leave, paternity leave and adoption leave, and is available to all full and part-time employees and eligible casual employees who have been employed for a 12 month period or more immediately preceding the commencement of the leave.
- (b) An eligible casual employee means a casual employee employed on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months and who has, but for the pregnancy or decision to adopt, a reasonable expectation of ongoing employment.
- 23.3 The leave is unpaid (including Public Holidays), except as detailed in 23.6 (a) and 30.5 and is available for a period of up to 52 weeks for both full time and part time employees in one unbroken period. Sick leave is not available and no annual or sick leave entitlements accrue during the period of parental leave.

- 23.4 Employees may take any other forms of paid leave to which they are entitled, such as annual or long service leave, in substitution for some or all of this 52 week period.
- 23.5 The maximum entitlement to paternity leave is reduced by any maternity leave taken by the employee's spouse. Paternity leave cannot normally be taken while the employee's spouse is on maternity leave, except for the paid periods provided in 23.7.
- 23.6 a) Paid maternity leave of 12 weeks on full pay, or 24 weeks on half pay, at the discretion of the employee, commencing no earlier than 6 weeks before the estimated date of birth.
- b) Payment will be based on the average ordinary time rate of earnings (ie excluding shift penalties, overtime and mentor allowance, but including higher duties) for the six (6) months period prior to commencing maternity leave.
- 23.7 Paid paternity leave will be provided for one (1) week at the ordinary time rate of pay. This leave may be taken within two (2) weeks either side of confinement
- 23.8 Employees returning from periods of parental leave are entitled to the same position, and the same salary, held by them immediately before going on leave. If such a position is not available, they will be placed in a position as nearly comparable in status to that of their former position.
- 23.9 An employee may request ESTA to:
- a) extend the period of unpaid maternity leave by a further continuous period of leave not exceeding 12 months; and/or
- b) return from a period of maternity leave on a part-time basis until the child reaches school age.

ESTA shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- 23.10 A copy of the parental leave provisions of the Fair Work Act 2009 will be made available to employees on request and will be available on ESTA's intranet

24. BEREAVEMENT LEAVE

- 24.1 An employee shall be entitled to a maximum of three days/shifts paid leave on each occasion and on production of satisfactory evidence of the death of:
- (a) a member of the employee's immediate family; or
- (b) a member of the employee's household, where the employee has had a relationship of care of the person concerned.

The shifts may be taken in two lots and must coincide with the death and/or the funeral

24.2 The term "immediate family" includes:

- (a) a spouse (including a de facto spouse and same sex partner) of the employee; and
- (b) a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent (including step parent), full time guardian, grandparent, grandchild or sibling of the employee, or the employees spouse.

24.3 Leave without pay may also be granted, in addition, in special circumstances.

25. CARER'S LEAVE

25.1 A full time employee with responsibilities in relation to either, members of their immediate family, or members of their household (as defined in Clause 24.1b), who need their care and support, shall be entitled to special leave, up to 4.5 days per annum as carer's leave, to provide care and support for such persons when they are ill.

25.2 This leave shall be available to an employee when a dependent child or spouse is admitted to hospital.

25.3 This leave shall be available to an employee when the employee must provide care for dependent children when a spouse or partner is admitted to hospital provided the spouse or partner would, except for the hospitalisation, have been the carer of the children. Appropriate evidence would be required.

25.4 The term "immediate family" includes:

- (a) a spouse (including a de facto spouse and same sex partner) of the employee; and
- (b) a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent (including step parent), full time guardian, grandparent, grandchild or sibling of the employee.

25.5 The employee shall, if required, establish by production of a medical certificate or State Statutory Declaration, the illness of the person concerned and that the illness is such as to require care by another.

25.6 In normal circumstances an employee shall not take carer's leave under this clause where another person has taken leave to care for the same person.

25.7 Carer's leave may be taken for part of a single day/shift.

25.8 Carer's leave described in this clause shall not be cumulative.

25.9 In addition, employees may use part or all of their sick leave provision described in Clause 26, for the same purpose and under the same conditions as carer's leave.

26. SICK LEAVE

26.1 For reasons of personal illness, incapacity or injury:

- (a) a full-time employee shall be entitled to 12 days sick leave per year.
- (b) in the first year of employment, sick leave will accrue and be credited on a pro-rata basis from commencement of employment. In the second and subsequent years, full time employees will be credited with their full entitlements on the anniversary of their commencement.
- (c) only 4.5 days paid sick leave without a medical certificate/State Statutory Declaration will be allowed in any 12 month period. This is not cumulative.
- (d) for all other absences due to illness or injury, the employee shall provide a medical certificate from a duly qualified medical practitioner (i.e. Doctor of Medicine, Dentist, Podiatrist, Optometrist, Psychologist, Physiotherapist or Chiropractor).
- (e) a State Statutory Declaration may also be provided in lieu of a medical certificate for paid sick leave.
- (f) unused sick leave shall be cumulative.
- (g) entitlements to sick leave are not subject to a cash payment on termination.

27. PUBLIC HOLIDAYS

27.1 Employees called in to work on a specified public holiday or a nominated alternative public holiday which is not scheduled as part of their normal hours, shall be paid triple time for the hours worked on that day.

27.2 The specified public holidays are:

New Year's Day
Australia Day
Labour Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Queen's Birthday
Melbourne Cup Day (or alternative day for country based employees)
Christmas Day
Boxing Day

Where Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December

Where Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December

Where New Years Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday

- 27.3 For pay and overtime payment purposes, individual employees may, with the specific approval of their General Manager, substitute another day of religious significance for Good Friday, Easter Saturday, Easter Monday and / or Christmas Day.

28. SUPERANNUATION

- 28.1 ESTA will make the appropriate employer contribution to the designated ESTA superannuation fund(s), in accordance with the relevant Commonwealth Government superannuation legislation.
- 28.2 Where employees wish to contribute to the superannuation fund, this may be done by way of pre-tax salary sacrifice in accordance with and within the limits of superannuation and taxation legislation and regulations.

29. CASUAL EMPLOYMENT

- 29.1 Casual employees are engaged to work irregular and / or intermittent hours and are paid on an hourly basis.
- 29.2 Casual employees are paid at the ordinary hourly rate paid to full-time employees plus a loading of 25% for each hour worked.
- 29.3 Pay rates will be based on the relevant classification and skill level for the duties performed.

30. PART-TIME EMPLOYMENT

- 30.1 Part-time employees:
- (a) are engaged to work for a regular, specified number of hours averaging less than 38 hours per week. The minimum shift period is 4 hours;
 - (b) have a regular pattern of work which specifies the hours and days of the week to be worked, unless otherwise agreed; and
 - (c) have daily commencement and finishing times, unless otherwise agreed.,

These provisions shall be provided to the employee in writing at the commencement of employment into a part time position and any variation shall be agreed between the employer and the employee and recorded in writing.

- 30.2 Part-time employees are paid at the ordinary hourly rate paid to full-time employees for each hour worked.
- 30.3 Hours worked in excess of the specified ordinary hours may be paid overtime or granted time off in lieu in accordance with the provisions of clause 19
- 30.4 Pay rates will be based on the relevant classification and skill level for the duties performed.

30.5 Part time employees are entitled to paid leave on a pro rata basis compared with the ordinary hours for full time employees, with the exception of the bereavement leave provisions which are included in clause 24.1.

31. JOB SHARING

There is agreement in principle to the concept of job sharing, provided it is by mutual agreement and arrangement on a case by case basis under conditions agreed with the General Manager Human Resources. Provided further, that any such agreed arrangement is cost neutral as far as practicable to ESTA for the shared position.

32. ACCIDENT PAY

Where an employee is injured and compensation is paid under the Victorian State Accident Compensation Legislation, ESTA shall pay the employee accident makeup pay, which is the difference between the employee's actual compensation payment and the employee's ordinary rate of pay at the date of injury.

The maximum period of payment of accident makeup pay is fifty-two (52) weeks. If the employee has more than one period of incapacity arising from the same injury, the maximum aggregate payment for those periods is 52 weeks.

33. FREQUENCY OF PAYMENT

Employees shall be paid monthly on at least the 15 th day of each month with half the payment being in arrears. During the life of this Agreement, ESTA employees will be required to vote to determine whether the frequency of payment should be changed to fortnightly in arrears. The matter will be determined by a majority of 50% plus one of employees eligible to vote.

34. UNIFORM

Employees shall, whilst on duty, dress in the ESTA uniform, where provided, and display on their person their photo identification as provided by ESTA.

35. DRUGS AND ALCOHOL

It is a condition of employment that employees shall not be on ESTA premises or be involved in any operation of the business while in any way influenced by illicit drugs or any other substances which may impair their performance, or, if working in an ESTA SECC or working on activities which involve interfacing with members of the public or Emergency Services Organisations or working on activities directly impacting on the current provision of emergency communications services, with a blood alcohol level exceeding zero.

36. ESTA POLICIES, PROCEDURES AND PROTOCOLS

ESTA shall ensure that all relevant policies, procedures and protocols are communicated in writing to employees. Employees shall familiarise themselves with and abide by all of these provisions.

37. WORKPLACE REFORM

- 37.1 Where ESTA intends to carry out a substantial change in operations, including:
- (a) a material change to the manner in which work is organised and/or where work is performed; and/or
 - (b) the need for new skills and/or responsibilities and/or retraining or redeployment; and/or
 - (c) substantial variations to working hours or days arrangements,
- the employees affected and their Union will be advised in writing as soon as practicable.
- 37.2 Thereafter, appropriate consultation will occur between the parties in order to ensure that the changes are introduced in a smooth manner and employee and ESTA interests and concerns are addressed.

38. SETTLEMENT OF DISPUTES

- 38.1 If any dispute or grievance arises between ESTA and an employee(s), it shall be dealt with in the following manner:
- (a) the dispute or grievance must first be discussed by the affected employee(s) with his or her Manager;
 - (b) if not settled, the employee(s) may then request a representative to be present and the dispute or grievance shall be discussed with the relevant General Manager.
 - (c) if a dispute still remains unresolved, it shall be referred to the General Manager, Human Resources, or such appropriate employer representative as shall be appointed by the General Manager, Human Resources.
- 38.2 If after following steps 38.1(a), 38.1(b) and 38.1(c), the dispute remains unresolved, it may be referred to Fair Work Australia (FWA) for conciliation, and where necessary, arbitration to determine the matter. The decision of the FWA must be accepted by the parties subject to any appeal available.
- 38.3 Employee(s) shall be entitled to have a representative present at any or all steps in this procedure.
- 38.4 Steps 38.1(a), 38.1(b) and 38.1(c) shall normally take place within 10 calendar days.
- 38.5 During this dispute resolution process, both ESTA and the aggrieved employee(s) shall co-operate to ensure that these procedures are carried out expeditiously.
- 38.6 Until the dispute / grievance is determined, work shall continue normally in accordance with the existing work practices before the dispute / grievance arose.
- No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.

Because of the emergency nature of the services provided and the need to maintain emergency services, industrial action will not occur which can directly or indirectly impinge upon or in any way disrupt or interfere with ESTA providing normal services to its customers or the continuance of existing work practices, contrary to the Fair Work Act 2009.

38.7 Resolution of occupational health and safety issues under this clause are subject to the relevant state occupational health and safety legislation and are not subject to subclause 38.6.

39. TERMINATION

39.1 Employment may be terminated by either the employer or an employee on the basis of the following notice, in writing, or payment in lieu of notice:

Employee's period of continuous service with the Employer	Period of Notice
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The period of notice is increased by one week if the employee is over 45 years of age and has completed at least two years continuous service.

39.2 At the date of separation, an employee must return to ESTA:

- (a) all confidential ESTA information;
- (b) those parts of all notes and other records based on or incorporating confidential information;
- (c) all ESTA 's property in an employee's possession or control, including uniform items and equipment.

39.3 The summary dismissal of any employee shall be in accordance with ESTA's policies and procedures which shall be consistent with the provisions of the Fair Work Act 2009.

39.4 Clause 39.1 does not apply to casual employees.

40. TRANSMISSION OF BUSINESS

If, during or after this Agreement, the business (including a part of the business) is transmitted from the Employer ("transmittor") to another employer ("transmittee"), (whether such transmission is immediate or not) and an employee, who at the time of such transmission is an employee of the transmittor in that business, becomes an employee of the transmittee:

- a) the continuity of service of the employment of the employee will be deemed not to have been broken by reason of such transmission (for all purposes, including redundancy); and

- b) the period of employment that the employee has had with the transmitter, or any prior transmitter, will be deemed to be service of the employee with the transmittee (for all purposes, including the calculation of redundancy payments).

41. NO EXTRA CLAIMS

No extra claim shall be made during the life of the Agreement.

42. VARIATIONS TO THE AWARD

This Agreement is to be read in conjunction with the Award, as in operation at the time this Agreement is made. This Agreement incorporates all terms of that Award to the extent that this Agreement does not provide otherwise.

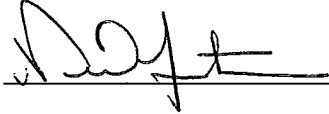
For the avoidance of doubt, ESTA agrees that no employee will as a result of any changes to the Award, suffer any loss of wages, conditions or other benefits. If the matters dealt with in the Award (as set out above) are reduced, or the Award is otherwise stripped back or simplified, ESTA agrees to continue to observe all provisions of the Award, as they existed at the time this Agreement is made, for the life of this Agreement.

SIGNATURES OF THE PARTIES:

Signed on behalf of Emergency Services Telecommunications Authority

N Foster, Chief Executive Officer

(signature)



DATED this

eighteenth

day of

March 2010

Signed on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal Plumbing and Allied Services Union of Australia

Name

L. Cooper, Secretary

(signature)



DATED this

18th

day of

March 2010