*Fair Work Act 2009* s.185—Enterprise agreement

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| [2016] FWCA 2180**DECISION** | _Pic2 |

**Emergency Services Telecommunications Authority T/A ESTA 000** (AG2016/2647)

**EMERGENCY SERVICES TELECOMMUNICATIONS AUTHORITY OPERATIONAL EMPLOYEES ENTERPRISE AGREEMENT 2015** State and Territory government administration

COMMISSIONER CRIBB MELBOURNE, 7 APRIL 2016

*Application for approval of the Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2015.*

1. An application has been made for approval of an enterprise agreement known as the *Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Emergency Services Telecommunications Authority T/A ESTA 000. 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 United Firefighters’ Union of Australia, Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and United Voice, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover their respective organisations. In accordance with s.201(2) of the Act I note that the Agreement covers both of these organisations.
4. The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 April 2016. The nominal expiry date of the Agreement is 30 November 2018.



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**ESTA 000**

**Saving Time Saving Lives**

**Emergency Services**

**Telecommunications Authority**

**Operational Employees**

**Enterprise Agreement 2015**

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1. **Title**

This Agreement shall be known as the Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2015.

1. **Incidence of Agreement**

2.1 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.

2.2 No Employee shall be worse off as a result of the application of this Agreement.

1. **Application**

3.1 This Agreement shall cover:

3.1.1 The Emergency Services Telecommunications Authority **("ESTA");** and 3.1.2 All Employees of ESTA as defined in clause 6.

3.2 In accordance with section 183 of the FW Act, the Agreement will also cover a union (as

defined) that was a bargaining representative for the purpose of the proposed agreement, provided that FWC in its decision to approve this agreement notes that the Agreement covers that union.

1. **Objectives**

ESTA provides Computer Aided Dispatch communications for a range of Victorian Emergency Services Organisations. Because of the emergency nature of the operations, a high quality, uninterrupted service is essential. ESTA is committed to the provision of a first class service, designed to exceed the expectations of its Customers and the public and attain world best practice.

This can only be met in an environment conducive to employee job satisfaction, continuous productivity improvement and resourcing flexibility, through a workforce that is highly motivated and trained to an optimum level of competence.

This Agreement is intended to facilitate those aims.

 5. Date and Period of Operation

 5.1 This Agreement shall come into operation seven days after it is approved by the FWC and

will have a nominal expiry date of 30 November 2018.

 5.2 The parties to this Agreement commit to commence negotiations for an ensuing agreement

at least six months prior to the expiration date of this Agreement.

 5.3 The Unions will have three Employee delegates per Union released from work to attend

bargaining meetings for the ensuing agreement.

 5.4 Any Employee of ESTA participating in bargaining as either a representative of a Union(s) or

individual bargaining representative will do so in accordance with the following arrangements:

5.4.1 if the Employee is working during a bargaining meeting, the Employee will be

released from work to attend;

5.4.2 if the Employee is not rostered to work:

1. ESTA and the Employee will endeavour to arrange a shift swap by
agreement; or
2. if a shift swap cannot be arranged and the Employee attends on a day off,
they will be paid Overtime for the duration of the meeting and reasonable travel time if the delegate needs to travel to a work location other than his or her usual place of work at their ordinary rate of pay.

5.4.3 Travel reimbursement is not payable if:

1. a pool car is available; or
2. it was practicable to use the pool car to carpool and it was not used.

5.4,4 ESTA will make a Myki (or equivalent) card available as an alternative.

6. Definitions

In this Agreement:

AV means Ambulance Victoria.

Award means the Victorian State Government Agencies Award 2015.

Ballarat means ESTA's Ballarat operations centre, or other building replacing the Ballarat Centre for ESTA's operations purposes.

Base Salary means the annual salary prescribed in clause 21 for each position as varied in accordance with this Agreement.

Centre means a communications facility from which ESTA operates emergency communications services.

**CFA** means Country Fire Authority.

**Computer Aided Dispatch ("CAD")** means the information technology systems used by ESTA in the provision of emergency communications services.

**Continuous Shift** means a continuous shift roster that operates through seven days per week and regularly includes work on weekends and Public Holidays.

**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,

**Employee** means a person employed by ESTA in various operational classifications as defined in this Agreement.

**Employer** means the Emergency Services Telecommunications Authority. **Ertcom** means emergency ambulance service communications.

**ESTA** means the Emergency Services Telecommunications Authority.

**ESTA Diploma of Management** means the formal diploma course sponsored by ESTA that includes core modules, elective units and group projects approved by ESTA.

**Full-time Employee** means an Employee whose hours of work are prescribed in clause 12 of this Agreement.

**FWC** means the Fair Work Commission.

**FW Act** means the *Fair Work Act 2009.*

**FW Regulations** means the *Fair Work Regulations 2009.*

**Mentor** means an Employee who is responsible for and acts as a guide and adviser to another Employee during their training / development phase while monitoring their performance and assessing their individual learning needs and providing constructive feedback. "Mentor" also means an Employee who provides on-shift familiarisation to Employees who are complying with a prerequisite training course requirement or whilst the Employees are in training.

**Multi-skilled Employee** means any Employee who is qualified in call-taking for at least three emergency services including two as outlined in clause 21.8.10, or any Employee who is qualified in dispatching for at least three emergency services including two as outlined in clause 21.8.11.

**NES** means the National Employment Standards in the FW Act. **Netcom** means non-emergency ambulance service communications.

**Ordinary Hours** means the rostered hours usually worked by an Employee, averaging up to 38 hours per week, inclusive of all categories of leave but exclusive cf the hours accrued in accordance with clause 14.1.

**Overtime** means time worked in excess of the rostered ordinary time hours per shift and for Full-time Employees that are eligible for the 38-hour week agreement in clause 14, in excess of 40 hours per week.

**Shift Worker** means an Employee whose Ordinary Hours of work extend beyond day shift on Monday to Friday and includes persons who work regularly on Saturday or Sunday: workers with variable rosters and Continuous Shift workers.

**Standard Operating Procedures** means the administrative and operational procedures and rules under which ESTA Employees must operate.

**Tally Ho** means ESTA's Tally Ho operations centre, or other building replacing the Tally Ho Centre for ESTA's operations purposes.

**Unions** means:

1. Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia;
2. United Firefighters' Union of Australia (Victoria Branch); and
3. United Voice.

**WTC** means ESTA's World Trade Centre operations centre. or other building replacing the World Trade Centre for ESTA's operations purposes.

1. **Relationship with Award**

7.1 The Award underpins this Agreement but does not apply to Employees whilst this Agreement

is in operation.

7.2 The FWC will assess whether Employees are better off overall under the Agreement than

they would be if the Award covered and applied to them when considering whether **to** approve this Agreement.

1. **Equal Employment Opportunity / Harassment**

8.1 ESTA is committed to the principles of Equal Opportunity in employment and its 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.

8.2 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.**

1. **Occupational Health and Safety**

9.1 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.

9.2 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 by an organisation covered by this Agreement or an organisation that they are affiliated to.

9.3 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.

9.4 Each ESTA location 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 Centres 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.

1. **Location**

10.1 Each Employee will be based at a specific location (i.e. their normal work location).

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 Employee's personal circumstances. Any travel or transfer would be by mutual agreement as far as possible.

10.2 No Employee will be required to transfer permanently to or from Ballarat without their

agreement.

10.3 Employee additional travel expenses will be reimbursed to Employees requested to attend a

location that is not their normal work location.

10.4 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.

10.5 Accommodation and meals expenses will, subject to prior approval of the travel, be

reimbursed as provided for in ESTA policy and within the limits of the Australian Taxation Office schedule.

10.6 Travel expenses shall not be paid where an Employee has accepted a permanent transfer to

another location, or where the Employee has voluntarily offered I requested to work Overtime shifts at another location.

1. Probation

All new permanent Employees of ESTA will be subject to a probationary period which will

extend for 6 months from the commencement of their employment. 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 progress in a

specified training programme, security clearance as required by ESTA's contractual obligations to the Emergency Service Organisations and satisfactory work performance.

11.2 Employees will be monitored, mentored and assisted as necessary in relation to their

performance and behaviour during the probationary period with the view to ensuring they successfully meet all the requirements for continued employment.

11.3 Employment may be terminated by ESTA or the Employee at any time during the

probationary period in accordance with clause 50 of this Agreement.

1. Hours of Work

12.1 Ordinary Hours of work shall be an average up to 38 hours per week, inclusive of all

categories of leave and exclusive of the hours accrued in accordance with sub clause 14.1.

12.2 Full-time Employees shall, therefore, be employed for an average total of 1976 Ordinary

Hours per annum resulting in an average of 38 hours work per week within a roster period.

12.3 In order to be able to provide for ESTA's 24 hours a day, seven days per week operation,

Employees shall work these hours, as appropriate, on a roster as prepared by the

responsible ESTA officer. These hours may be during the day, afternoon, night and weekend, unless otherwise specified in existing individual arrangements or agreed between the Employee and ESTA.

12.4 Shift lengths for Full-time Employees will generally be a minimum of 7.6 hours and a

maximum of 12 hours.

12.5 No Employee, who was an Employee immediately prior to this Agreement, will be directed.

against their will, to work shifts of less than 12 hours total duration.

12.6 A 30 minute paid meal break is to be taken within five hours of commencing duty, except

where otherwise agreed.

12.7 There will be no requirement for Workplace Trainers or Mentors to make up hours as a result

of conducting their training or mentoring duties.

12.8 There will be no requirement for Employees to make up hours as a result of participating in

training where those hours are 8 or less. Where the hours are more than 8, the additional hours (over 8 hours) to be made up will be determined by ESTA in consultation with the affected Employee.

1. Payment of Wages

Wages including all ordinary time earnings, allowances, shift penalties and Overtime shall be paid fortnightly into Employee nominated bank accounts not later than Tuesday following the end of the pay period (other than in circumstances outside the control of ESTA).

1. **38 Hour Week Agreement**

14.1 Full-time Employees who work shifts averaging more than 38 hours per week ordinary time

will accrue up to 2 hours at ordinary time per week (104 hours p.a.).

14.2 Full-time Employees will, at their discretion, nominate at the commencement of each

calendar year, or as soon as practicable after commencement of employment, to take the accrued hours as either:

14.2.1 a "38 hour week payment in lieu"; or 14.2.2 a "38 hour week time in lieu".

14.3 Full-time Employees will, at their discretion, nominate at the commencement of each

calendar year, or as soon as practical after commencement of employment, whether they intend to take the "38 hour week payment in lieu" in one or two payments (one at the end of the financial year and one at the end of the calendar year).

14.4 The "38 hour week time in lieu" may be taken as it accrues in lots of no less than one shift.

The approval to take the leave shall be fair and equitable to all Employees and shall take into consideration ESTA's operational requirements.

14.5 Accrued "38 hour week time in lieu" not taken at the end of the second calendar year after it

has accrued will be paid to the Employee as ''38 hour week payment in lieu".

14.6 The provisions detailed in this clause cannot be taken unless they are accrued.

14.7 The hourly rate for the "38 hour week payment in lieu" and the "38 hour week time in lieu" will

be calculated by dividing the annual rate of pay by 1976 (i.e. 52 weeks x 38 hours per week).

14.8 New Employees will accrue their entitlement to the provisions under this clause on a pro rata

basis in their first year.

14.9 Employees who cease their employment will receive a pro rata "38 hour week payment in

lieu".

14.10 The application of this clause means that, for Full-time Employees, where a day's leave is

taken, the amount of time previously deducted from leave credits or pay will be reduced by 5%, i.e. the equivalent of the reduction from a 40 hour week to a 38 hour week. (e.g. where, prior to the introduction of the 38 hour week agreement 12 hours was deducted in relation to a full days absence, 11.4 hours will now be deducted, or where, prior to the introduction of the 38 hour week agreement 11.45 hours was deducted in relation to a full days absence, 10.87 hours will now be deducted.)

14.11 Employees may elect to take "38 hour week time in lieu" at single time or for half the period

of time at double the pay.

1. **Rosters**

15.1 Rosters will be posted at least 8 weeks in advance.

15.2 Temporary changes to an individual Employee's shift(s) will be achieved by mutual

agreement between ESTA and Employee as far as is practicable.

1. **Payment for Late Notice of a Temporary Shift Change**

16.1 Where a change of shift for an Employee takes place within 5 days from the start of the

change, and the change was requested by an ESTA representative (for example, Workforce Management, Team Leader, Assistant Centre Manager or Executive Manager Operations etc.), ESTA will pay the Employee 1 hour Overtime per day (time and one half) until the 5 day notice period has lapsed.

16.2 For the avoidance of doubt:

16.2.1 this payment applies if a representative of ESTA requests the shift swap within the 5 day period:

16.2.2 this payment will not be paid if an Employee requests to work a change of shift; and 16.2.3 a "day" means 24 hours prior to the commencement of the shift.

1. **Multi-skilled Employees (1 July 2016)**

17.1 In recognition of the specialist skills involved in maintaining multi-skilling, ESTA may require

a Multi-skilled Employee to work part of a shift, a shift, a part rotation, or rotation of shifts in

their additional service. ESTA commits to provide the following Maintenance Hours:

17.1.1 Full-time Call-takers - 12 hours during every three rotations in their additional service;

17.1.2 Full-time Dispatchers - 24 hours during every three rotations in their additional service. ESTA will use best endeavours to roster these hours consecutively; and

17.1\_3 Part-time Employees - hours on a pro-rated basis compared to their Full-time equivalents in their additional service.

17.2 In the event that ESTA cannot commit to the applicable Maintenance Hours outlined in

Clause 17,1 for operational reasons, ESTA will notify the relevant Multi-skilled Employee as soon as practicable and arrange an alternative time for them to perform their remaining Maintenance Hours.

17.3 If, due to operational requirements, the Maintenance Hours are interrupted and the relevant

Multi-skilled Employee does not work all of their applicable Maintenance Hours in their additional service, ESTA commits to the following:

17.3.1 if the remaining Maintenance Hours in the additional service are to be performed at the Multi-skilled Employee's usual work location, those remaining hours will be performed in the Employee's next two rotations; or

17.3.2 if the remaining Maintenance Hours are to be performed at a work location other than the Multi-skilled Employee's usual work location, the Employee will be provided with one weeks' clear notice while the Employee is on shift of when they will perform the remaining Maintenance Hours in their additional service or the relevant Employee and ESTA may, by mutual agreement, determine when the remaining Maintenance Hours are performed. Any travel will be in accordance with clause 10.

17.4 ESTA shall use its best endeavours to ensure that the Maintenance Hours outlined at clause

17.1 above will not be interrupted.

 17.5 ESTA is not required to comply with clause 17.1 if an Employee is on any type of leave,

absent on workers compensation or subject to performance management.

 17.6 When an Employee is training / consolidating in an additional service, ESTA will provide an

Employee with 12 hours in their primary service.

 17.7 This clause is to take effect on 1 July 2016.

1. **Duties**

18.1 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.

18.2 Because of the nature of the services provided by ESTA to its Customers and the

recognised need to maintain emergency communication services without interruption, Employees shall provide coverage as and when requested by ESTA, regardless of planned rostering arrangements. Such coverage shall not be unreasonably requested or withheld and will be subject to sub-clause 24.2.

1. **Exclusivity of Employment**

19.1 For the duration of employment with ESTA, Employees, other than casuals, 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.

19.2 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.

1. **Employee Development**

20.1 The skills required and tasks undertaken to provide a 24 hour emergency service are of a

specialist nature. The retention and motivation of competent, committed and trained Employees is essential for the viable operation of the service.

20.2 ESTA is committed to the maintenance of comprehensive performance, development and

review programs which provide position descriptions for each classification and regular consultation on such issues as performance criteria and measurement and training and development requirements. Employees will be notified in writing of successful completion of training programs and resultant accreditation.

20.3 Employees are entitled to undertake training to qualify or progress towards qualifying for

advancement to a higher classification covered by this Agreement, subject to training resource capacity, ESTA's assessment of the Employee's suitability (i.e. their current performance would need to be satisfactory and they would need to meet prescribed entry level requirements) and the Employee's availability. An Employee's temporary unavailability, because of operational or other reasons, will only impact on the timing of the training. Such training will occur in paid time and at ESTA's expense.

 20.4 Selection for training will be on an equitable basis, subject to the provisions of sub clause

20.3 above.

**Training Accreditation**

 20.5 As a Registered Training Organisation, ESTA will accommodate the training and

accreditation of all ESTA employees in call taking and dispatching competencies to Certificate II & Ill (or as updated by the Victorian Registration Qualifications Authority), and to Certificate IV or equivalent for Team Leaders and Assistant Team Leaders, as determined

by the VRQF or its successor during the life of this Agreement.

**Continuing Education**

20.5 .1 Education Assistance

**ESTA** support for continuing education may be available subject to existing ESTA policy. This is subject to the course being approved by ESTA as relevant to the Employee's career development within ESTA.

Assistance can be provided for reimbursement of costs associated with tuition fees and prescribed text books and materials up to the limits prescribed in the policy.

20.5.2 Study Leave

Study leave is available for attendance at an educational institution, and attendance at and preparation for examinations. Details are provided in the ESTA

 **21. Salaries**

 21.1 **Variations**

The following variations will apply to base salaries with effect from the date indicated and are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Positions** | **31 October 2015 (Year 1 Base Salary)** | **31 October 2016 (Year 2 Base Salary)** | **31 October 2017 (Year 3 Base Salary)** |
| Trainee, and Levels 1, 2 and 3 | 3% | 3% | 3% |
| Call-taker Level 4 | 3.25% | 3.25% | 3.25% |
| Dispatcher Level 4 | 3.25% | 3.25% | 3.25% |
| Call-taker WPT, Call-taker and Dispatcher WPT Level 3 | N/A | N/A | 3% |
| Call-taker WPT, Call-taker and Dispatcher WPT Level 4 | N/A | N/A | 3.25% |
| Assistant Team Leader | N/A | N/A | 3% |
| Team Leader Levels 1 and 2 | 5% | 3% | 3% |

21.2 **Schedule**

**The** variations in base salaries outlined in sub-clause 21.1 will **result in** the following operative base annual salaries:

|  |  |  |  |
| --- | --- | --- | --- |
| **CLASSIFICATION** |  |  |  |
| **Position** | **Level** | **BaseSalarypreincrease** | **Year 1 Base Salary** | **Year 2BaseSalary** | **Year 3BaseSalary** |
| Trainee Call-taker |  | $40,488 | $41,703 | $42,954 | $44,242 |
| Call-taker | 1 | $45,549 | $46,915 | $48,323 | $49,773 |
| Call-taker | 2 | $50,610 | $52,128 | $53,692 | $55,303 |
| Call-taker | 3 | $54,101 | $55,724 | $57,396 | $59,118 |
| Call-taker | 4 | $57,591 | $59,463 | $61,395 | $63,391 |
| Call-taker WPT\* | 3 | N/A | N/A | $63,220 | $65,116 |
| Call-taker WPT' | 4 | N/A | N/A | $67,219 | $69,404 |
| Trainee Dispatcher |  | $48,865 | $50,331 | $51,841 | $53,396 |
| Dispatcher | 1 | $54,974 | $56,623 | $58,322 | $60,072 |
| Dispatcher | 2 | $61,081 | $62,913 | $64,801 | $66,745 |
| Dispatcher | 3 | $64,571 | $66,508 | $68,503 | $70,558 |
| Dispatcher | 4 | $68,061 | $70,273 | $72,557 | $74,915 |
| Call-taker and Dispatcher WPT\* | **3** | **N/A** | N/A | $74,327 | $76,557 |
| Call-taker and Dispatcher WPT\* | 4 | **N/A** | N/A | $78,381 | $80,928 |
| Assistant Team Leader\* |  | N/A | N/A | $77,500 | $79,825 |
| Team Leader | 1 | $74,490 | $78,215 | $80,561 | $82,978 |
| Team Leader | 2 | $77,980 | $81,879 | $84,335 | $86,865 |

\* Position to commence on 1 March 2017. 21.3 **One Off Payment**

A one off payment of $1,000 is to be paid to Employees covered by this Agreement (other

than casual Employees) in the first full pay cycle following the commencement of this Agreement who have been an Employee since the nominal expiry date of the *Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2013* as follows:

21.3.1 for Full-time Employees who were employed prior to 30 June 2015 - $1,000:

21.3.2 for Part-time Employees who were employed prior to 30 June 2015 - a pro rata amount proportional to their contracted hours;

21.3,3 for Full-time Employees who commence employment between 1 July 2015 and the commencement date of this Agreement - a pro rata amount proportional to their completed continuous service since 1 July 2015; or

21.3.4 for Part-time Employees who commence employment between 1 July 2015 and the commencement date of this Agreement - a pro rata amount proportional to their completed continuous service since 1 July 2015 and their contracted hours.

 21.4 **Assistant Team Leader**

21.4.1 For the avoidance of doubt:

1. **"ATL"** means the ATL positions under the previous Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2013; and
2. **"Assistant Team Leader"** means the Assistant Team Leader position under this Agreement.

21 4.2 Employees selected as ATLs will continue to be paid at **their** normal classification and will be paid higher duties when acting as a Team Leader in accordance with the provisions of clause 23. For the avoidance of doubt, this arrangement will continue to apply to Assistant Team Leaders who act up to the position of Team Leader after appointment to the position.

21 4.3 ESTA will introduce a new Assistant Team Leader classification by no later than 1 March 2017.

 21.5 **Transitional Arrangements for Assistant Team Leaders**

21.5.1 Once ESTA has made a decision to commence the Assistant Team Leader position within the timeframe outlined in clause 21.4.3 above, ESTA will give three months' notice to all existing ATLs that they will cease in the role of ATL.

21.5.2 ESTA will select new Assistant Team Leaders from the existing pool of ATLs. If there are insufficient ATLs able to transition to the position of Assistant Team Leader, ESTA will advertise the remaining positions to the broader operational workforce. In addition

1. ESTA will engage two Assistant Team Leaders per (earn.
2. Part-time ATLs may be appointed to an Assistant Team Leader position subject to ESTA's approval and a job-sharing arrangement being arranged by the Employee.
3. All Assistant Team Leaders wit be qualified Call-takers and Dispatchers.
4. All Assistant Team Leaders will be qualified in the service in which they seek to be appointed as Assistant Team Leaders.

21.5.3 The Assistant Team Leader position will commence no later than 1 March 2017 under this Agreement. To avoid doubt, the Call-taker WPT and Call-taker and Dispatcher WPT positions and the Assistant Team Leader position will commence on the same date.

21.5 .4 Following the commencement of the Assistant Team Leader position outlined above, clause 21.4.2 will no longer have effect.

21.5.5 Any ATLs who are not selected by ESTA for the Assistant Team Leader positions will continue to be employed in their existing classification.

21.6 1 An Employee who is selected as a Workplace Trainer and who successfully

completes an accredited Certificate IV in Assessment and Workplace Training course shall receive an annual allowance. This amount will be added to the Employee's salary for all purposes for the duration of the appointment as a Workplace Trainer.

21.6.2 The annual allowance for a Workplace Trainer is $5,824. 21.6.3 Annual Review of Workplace Trainers:

1. Each Workplace Trainer's performance as a Trainer will be reviewed annually (in September) or more frequently when necessary as part of addressing identified improvement requirements.
2. Following that review, retention in the role of Workplace Trainer will be dependent on meeting performance requirements.
3. If a Workplace Trainer is not successful in the annual performance review, he/she shall be entitled to assistance, advice and retraining from ESTA in order to reach the necessary standard. This will be provided immediately and the Employee shall be required to meet the standard within six months or be removed from the role of Workplace Trainer.
4. Where, after the six month period, an existing Workplace Trainer **is** not to continue in that role, payment of their Workplace Trainer allowance will cease from the date of notification.

21.6.4 Reduction in the Number of Workplace Trainers

(a) When the number of Workplace Trainers is to be reduced, ESTA will:

1. advise all Workplace Trainers;
2. select the Workplace Trainers to be ceased in that role; and
3. provide the selected Employees with three months' notice that they
will cease to be a Workplace Trainer and that their allowance will cease at that time.

21.6.5 Increase in the Number of Workplace Trainers

(a) Where there is a need to fill a role of Workplace Trainer as a result of:

1. an increase in the number of Workplace Trainers required, or
2. the need to replace an existing Workplace Trainer,

the role will be advertised throughout ESTA.

21.6.6 Team Leaders

(a) Team Leaders are not eligible to be or remain as Workplace Trainers.

21.6.7 Casual Employees

(a) Casual Employees are not eligible to be or remain as Workplace Trainers.

21.6.8 Part-Time Employees

 (a) Part-time Employees are eligible to be selected as Workplace Trainers

subject to the following additional provisions:

A Part-time trainer will be required to work the hours reasonably scheduled for training and associated requirements, consistent with Full-time trainers, as determined by ESTA from time to time.

A Part-time Employee who is required to work additional hours, up to Full-time hours, in order to undertake their training responsibilities will do so at single time rates of pay.

 21.7 **Call-taker WPT and Call-taker and Dispatcher WPT - Arrangements post 1 March 2017**

21.7.1 No later than 1 March 2017, ESTA will reduce the number of Workplace Trainers in accordance with clause 21.6.4 **("Selection Process").**

21.7.2 ESTA will reduce the pool of existing Workplace Trainers to the number required **to** fill the new Call-taker WPT and Call-taker and Dispatcher WPT positions. As a result of the Selection Process, ESTA will engage one Call-taker WPT or Call-taker and Dispatcher WPT per team (i.e. 25 in total).

21.7.3 If insufficient existing Workplace Trainers elect to take up the positions outlined in clause 21.7.2, the remaining positions will be offered to the broader operational workforce. The reduction in numbers and subsequent appointments to new positions will occur no later than 1 March 2017 and will be actioned concurrently with introduction of the Assistant Team Leader positions.

21.7.4 For the avoidance of doubt, once the positions of Call-taker WPT and Call-taker and Dispatcher WPT commence:

1. the position of Workplace Trainer and the allowance that attaches to that position will no longer exist; and
2. clause 21.6 (and any other reference to "Workplace Trainers" in this Agreement) will no longer have any effect.

21.7.5 ESTA will not compel multi-skilled Call-taker WPT and Call-taker and Dispatcher WPT to train in their additional service if they do not have a sufficient level of comfort in their own skill level to do so.

21.7.6 Any Workplace Trainer who is not selected by ESTA for the Call-taker **WPT and** Call-taker and Dispatcher WPT positions will continue to be employed in their existing classification.

 21.8 **Salary Criteria**

Payment of the salaries specified in 21.2 shall be in accordance with the following provisions:

21.8.1 The Trainee Call-taker and Trainee Dispatcher salaries shall be payable from commencement of employment until the Employee has successfully completed the relevant Call-taker / Dispatcher training (i.e. signed off as having successfully completed the classroom training). From that time they will progress to Level 1 Call-taker and Level 1 Dispatcher as appropriate.

21.8.2 A Call-taker training as a Dispatcher will be paid at their current rate or the Trainee Dispatcher rate, whichever is the higher.

21.8.3 The salary for Level 1 Call-taker and Level 1 Dispatcher shall be payable up to the first anniversary of the date the Employee commenced being paid at Level 1 Call‑

taker or Level 1 Dispatcher, as appropriate. From that time the Employee will progress to Level 2 Call-taker or Level 2 Dispatcher as appropriate.

21.8.4 Except as provided in sub clause 21.8.5, the salary for Level 2 Call-taker and Level 2 Dispatcher shall be payable up to at least the first anniversary of the date the Employee commenced being paid at Level 2 Call-taker or Level 2 Dispatcher, as appropriate. From that time the Employee will progress to Level 3, unless, at the time of advancement to Level 3 their performance is being managed in accordance with a current performance improvement plan. Those Employees will be advanced to Level 3 as soon as their performance improvement plan is successfully completed. A performance improvement plan will not be initiated prior to appropriate consultation with the Employee and the conduct of a formal Employee interview.

The Employee has the right at any time to lodge a dispute or grievance under the Settlement of Disputes clause.

21.8.5 Following the completion of the period specified in sub clause 21.8.4, the salary for Level 2 Call-taker shall continue to be paid to Employees who gain and maintain their accreditation in call-taking for the ambulance Netcom service only.

21.8.6 Following the completion of the period specified in sub clause 21.8.4, the salary for Level 2 Dispatcher shall continue to be paid to Employees who gain and maintain their accreditation in Dispatching for the SES service only.

21.8.7 The salary for Level 3 Call-taker shall be paid to Employees who gain and maintain their accreditation in call-taking for police or fire or ambulance Ertcom.

21.8.8 The salary for Level 3 Dispatcher shall be paid to Employees who gain and maintain their accreditation in Dispatching for police or fire or ambulance Ertcom or ambulance Netcom.

21.8.9 A Call-taker who, having completed training as a Dispatcher is undertaking their period of training or consolidation as defined in this sub-clause 21.8.1 and 21.8.4 will be paid at their current rate, or the appropriate Dispatcher rate, whichever is the higher.

21.8.10 The salary for Level 4 Call-taker shall be paid to Employees who gain and maintain their accreditation in call-taking for at least three emergency services including any two of the following — police, fire, ambulance Ertcom or ambulance Netcom or SES. For the avoidance of doubt where a fire Call-taker multi-skills in Netcom call-taking ESTA will (at the same time) provide the Call-taker with the opportunity to train in

SES call-taking (as a stand-alone training module) or otherwise make a one off $1,000 payment to the Call-taker.

21.8.11 The salary for Level 4 Dispatcher shall be paid to Employees who gain and maintain their accreditation in Dispatching for at least three emergency services including any two of the following — police, MFB, CFA, ambulance Ertcom or ambulance Netcom,

21.8.12 Call-taker WPT Level 3

The salary for Call-taker WPT Level 3 shall be paid upon successfully being appointed into a Call-taker WPT Level 3 role; successfully completing an accredited Certificate IV in Assessment and Workplace training; and gaining and maintaining accreditation as a Call-taker Level 3.

21.8.13 Call-taker and Dispatcher WPT Level 3

The salary for Call-taker and Dispatcher WPT Level 3 shall be paid upon successfully being appointed into a Call-taker and Dispatcher WPT Level 3 role; successfully completing Certificate IV in Assessment and Workplace training; and gaining and maintaining accreditation as a Call-taker and Dispatcher Level 3.

21.8.14 Call-taker WPT (Multi-skilled Employee) Level 4

The salary for Call-taker WPT (Multi-skilled Employee) Level 4 shall be paid upon successfully being appointed into a Call-taker WPT (Multi-skilled Employee) Level 4 role; successfully completing Certificate IV in Assessment and Workplace training; and gaining and maintaining accreditation as a Call-taker Level 4,

21.8.15 Call-taker and Dispatcher WPT Employee) Level 4

The salary for Call-taker and Dispatcher WPT (Multi-skilled Employee) Level 4 shall be paid upon successfully being appointed into a Call-taker and Dispatcher WPT (Multi-skilled Employee) Level 4 role; successfully completing Certificate IV in Assessment and Workplace training; and gaining and maintaining accreditation as a Call-taker and Dispatcher Level 4.

21.8.16 The salary for Level 2 Team Leader shall be paid to Team Leaders who successfully complete the ESTA Diploma of Management.

21.8.17 The salary for Level 1 Team Leader shall be paid to Employees who have been appointed to Team Leader but have not successfully completed the ESTA Diploma of Management.

21.8.18 Existing Team Leaders appointed to the position at the date of commencement of this Agreement, who do not meet the qualification requirement mil continue to be paid at the Level 2 pay rate if they have received or are receiving this pay rate.

21.8.19 Re-accreditation and establishment of the competencies must be obtained annually to remain at Call-taker and Dispatcher Levels 3 or 4. Retention at those Levels will not be jeopardised by lack of access to, or opportunity for, training or practice.

21 9 Emergency Services

21.9.1 The emergency services for the purposes of applying the salary criteria to Call-takers in sub-clause 21.8 are:

1. Victoria Police (Police).
2. Ambulance Service — Ertcom (Ambulance Ertcom).
3. Ambulance Service — Netcorn (Ambulance Netcom).
4. State Emergency Service (SES).
5. Metropolitan Fire & Emergency Services Board (MFB) / Country Fire Authority (CFA) — Fire (one service).

21.9.2 The emergency services for the purposes of applying the salary criteria to Dispatchers in sub-clause 21.8 are:

1. Victoria Police (VicPoi).
2. Ambulance Service (AV) — Ertcom (Ambulance Ertcom).
3. Ambulance Service (AV) — Netcom (Ambulance Netcom).
4. State Emergency Service (SES).
5. Metropolitan Fire & Emergency Services Board (MFB).
6. Country Fire Authority (CFA).

21.10 **Mentor Allowance**

21.10.1 A Mentor Allowance shall be paid to all ESTA accredited Mentors while they are performing their mentoring duties.

21.10.2 The current hourly allowance will be increased from $2.90 as follows:

1. from the beginning of the first pay period commencing on or after 31/10/2015 - $2.99;
2. from the beginning of the first pay period commencing on or after 31/10/2016 - $3.08; and
3. from the beginning of the first pay period commencing on or after 31/10/2017 - $3.17.

21 11 **Hourly Rate**

The hourly pay rate will be based on the number of average Full-time Ordinary Hours of work stipulated in Clause 12 of this Agreement, as per the following formula:

gross annual salary = $ hourly rate

average Full-time Ordinary Hours per annum

(i.e. 1976 average hours p.a.)

The "$ hourly rate" is multiplied by 38 hours to calculate an average weekly rate.

 22. Shift Penalties

 22.1 The following shift penalties apply:

|  |  |  |
| --- | --- | --- |
| **SHIFT** | **DEFINITION** | **RATE** |
| Afternoon(Monday to Friday) | * A shift commencing after noon where at least half of the shift is worked after 6 pm.
* 11am to 11pm shift.
 | 15% |
| Night (Exceptwhere Saturday, Sunday or Public Holiday ratesapply) | * Where at least half of the shift is worked after 11pm.
* Where an equal number of hours are worked before and after midnight Friday, the Saturday rate applies.
 | 25% |
| Saturday | * Where at least half of the shift is worked between midnight Friday and midnight Saturday, except where an equal number of hours are worked before and after midnight Saturday, the Sunday rate applies.
 | 50% |
| Sunday | * Where at least half of the shift is worked between midnight Saturday and midnight Sunday.
* 6:30pm Sunday to 6:30am Monday shift
* 7pm Sunday to 7am Monday shift.
 | 100°4 |
| Public Holiday | . Where at least half of the shift is performed on thepublic holiday.* Where the shift commences at 6:30pm on the PublicHoliday and concludes at 6:30am the following day
* Where the shift commences at 7pm on the PublicHoliday and concludes at 7am the following day.
 | 150% |

22.2 **Shift Penalty Application**

22.2.1 Penalties are paid for all the Ordinary Hours worked in the particular shift as well as for the hours worked outside the Ordinary Hours in respect of which the benefits prescribed at Clause 14 accrue.

22.2.2 Penalties are applied to the Ordinary Hours rate for the shift. 22.2.3 Penalties are not payable during periods of leave.

22.2.4 Penalties are not payable during periods of Overtime.

22.2.5 Where a Workplace Trainer, Mentor or other Employee is required to change from their normal rostered shift(s) in order to either conduct or participate in ESTA training, and, for the period of that change the amount of shift penalty (or penalties) payable would be less than that which would have been payable had the change not taken place, the Employee shall be paid the penalty (or penalties) which would have been paid but for the change.

1. **Higher Duties**

23.1 Employees engaged temporarily in duties of a classification higher than their own, will be

paid the higher classification rate provided the higher duties are performed for at least two hours in the shift.

23.2 An Employee who is being paid for higher duties in respect of an absence, event or

circumstance, for more than four shifts, shall continue to be paid for the higher duties while on leave, provided the leave commences after the commencement of the higher duties and the Employee resumes duty after the leave in the same higher position in circumstances where the period of higher duties would have been continuous but for the period of the Employee's absence.

23.3 An Employee selected as an Assistant Team Leader will be paid at the Team Leader rate of

pay when acting in the Team Leader position. Where an Assistant Team Leader has completed the ESTA Diploma of Management the Level 2 pay rate will apply. Where the Employee does not meet this qualification requirement the Level 1 rate of pay will apply. Provided that an Assistant Team Leader receiving the Level 2 rate without meeting the qualification requirement at the time of commencement of this Agreement continue to receive this rate.

1. **Overtime**

24.1 Subject to Clause 24.5, Overtime, except for Sunday Overtime, will be paid at the rate of

time and a half for the first two hours, double time thereafter, and shall be calculated on a daily basis. Sunday Overtime will be paid at double time.

24.2 An Employee shall work a reasonable amount of Overtime if requested. An Employee may

refuse to work Overtime in circumstances where the working of such Overtime would result in the Employee working hours which are unreasonable having regard to:

24.2.1 any risk to Employee health and safety;

24.2.2 the Employee's personal circumstances including any family responsibilities; 24.2.3 the needs of the workplace or enterprise;

24.2.4 the notice (if any) given by ESTA of the Overtime and by the Employee of his or her intention to refuse it; and

24.2.5 any other relevant matter.

24.3 An Employee recalled to work Overtime after leaving work shall be paid a minimum of four

hours at Overtime rates. Provided that an Employee requested to commence a shift early, shall be paid Overtime only for the hours worked prior to the normal shift commencement.

24.4 Except as provided in sub clauses 39.3, time worked in excess of rostered ordinary time

hours per shift, and, for Full-time Employees, in excess of 40 ordinary time hours per week for Employees to whom clause 14 applies or in excess of 38 ordinary time hours per week for all other Full-time Employees, will be paid as Overtime.

24.5 Overtime worked on a Public Holiday or Alternative Public Holiday in excess of the ordinary

rostered hours will be paid at triple ordinary time.

 24.6 An Employee may elect to take time off normal rostered duty in lieu of Overtime ("Overtime

time in lieu"). subject to the following:

24.6.1 the time off granted would be no more than the actual time worked: 24.6.2 an Employee may take a maximum of two days at a time;

24.6.3 an Employee may bank a maximum of four days / shifts in total; and

24.6.4 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.

 24.7 Where a Workplace Trainer, Mentor or other Employee is required to change from their

normal rostered shift(s) in order to either conduct or participate in ESTA training, and, for the period of that change the amount of "fostered Overtime" would be less than that which would

have been payable had the change not taken place, the Employee shall be paid the "rostered Overtime" which would have been paid but for the change. Any additional Overtime incurred whilst training would only be payable for hours in excess of their normal shift rostered hours.

 24.8 Allocation of Overtime will occur on an equitable basis for all Employees who make

themselves available and who are qualified to undertake the shift, as far as practicable.

1. **Meal Allowance**

25.1 A meal allowance is payable to Employees required to work unplanned Overtime for at least

two hours beyond the end of their normal or Overtime shifts, provided the total hours worked for the shift. inclusive of Overtime, is not less than 10.

25.2 The meal allowance payable for each such instance will increase from the current rate of

$20.50 as follows:

|  |  |
| --- | --- |
| 25.2.1 | from 31/10/2015 - $21.12; |
| 25.2.2 | from 31110/2016 - $21.75; and |
| 25.2.3 | from 31/10/2017 - $22.40. |

1. **Professional Indemnity**

An insurance cover for professional indemnity is provided for all Employees. The cost is borne by ESTA.

 **27. Workplace Reform**

 27.1 Where ESTA intends to carry out a substantial change in operations, including:

27.1 1 a material change to the manner in which work is organised and/or where work is performed; and/or

27.1.2 the introduction of new or upgraded equipment; and/or

27.1.3 the need for new skills and/or responsibilities and/or retraining or redeployment; and/or

27.1A substantial variations to shift rosters, total working hours, total number of working days; and/or

27.1.5 rest beaks; and/or

27.1.6 reduction in the number of Employees,

the Employees affected and their Union or other representative will be advised in writing as soon as practicable.

 27.2 Thereafter, appropriate consultation (including on termination and change), will occur

between the parties. ESTA must give genuine consideration to all matters raised by Employees and/or their representatives/Unions and give due consideration to any alternative proposals before making any decisions regarding any changes.

 27.3 ESTA will respond to any alternative proposals in writing providing reasons for their rejection

or acceptance of the proposal or part thereof.

 27.4 Where, after consultation, the proposed change/s is/are to be implemented, ESTA will

provide all the training and assistance necessary to assist the Employee's to meet their performance objectives in the changed environment.

 27.5 The following process will apply for any:

27.5.1 substantial variation to shift rosters, total working hours, total number of working days; and

27.5.2 changes to rest breaks (for the avoidance of doubt this clause does not apply to changes in the timing of rest breaks when unplanned or out of the ordinary operational events necessitate it):

1. Variation will be by agreement with the majority (50%+1) of Employees affected.
2. Any proposed variation must give regard to the conditions contained in Clause 12 — Hours of Work and be discussed between the parties, with a view to reaching agreement, prior to being put to a vote.
3. The process for conducting, returning and counting the ballots shall be agreed between the parties to this Agreement for each ballot.

 27.6 It is not intended that variations to normal day-to-day rostering arrangements for individual

Employees be included in this provision.

1. **Annual Leave**

28.1 Annual leave shall accrue at the rate of four weeks (152 hours) per annum for all Full-time

Employees. For Shift Workers, annual leave shall accrue at the rate of five weeks (190 hours) per annum. Annual leave will accrue on a pro rata basis for all other Employees (other than casual Employees).

28.2 Such leave shall be taken at a mutually agreed time, as far as practicable, subject to:

28.2.1 annual leave cannot be taken in the first three months of employment, unless authorised by the Executive Manager Operations;

28.2.2 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 Executive Manager Operations;

28.2.3 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.

28.3 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.

28.4 Employees may apply to cash out annual leave subject to the following:

28.4 1 after the annual leave has been cashed out, a balance of at least four weeks accrued annual leave entitlement must remain;

28.4.2 each cashing out of a particular amount of paid annual leave must be by separate agreement in writing between ESTA and the Employee;

28.4.3 the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone, including annual leave loading; and

28,4.4 the Employee must have taken annual leave equivalent to two rotations in the
previous 12 month period to ensure they have had a break from work.

28.5 Any arrangement to cash out annual leave is subject to approval from the Executive

Manager Operations which will not be unreasonably withheld.

1. **Annual Leave Loading**

29.1 A 17.5% annual leave loading is payable in respect of all annual leave.

29.2 The loading is payable proportionately with each period of leave taken.

29.3 Employees who cease their employment will receive a pro rata payment in lieu in

accordance with their payment for annual leave not taken.

29.4 The loading is calculated as 17.5% of the gross Base Salary for the total period of leave

taken.

 **30. Long Service Leave**

 30.1 An Employee is entitled to long service leave on completing 10 years continuous

employment with ESTA (and ECV and Intergraph BEST (Vic) Pty Ltd).

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

 30,3 Long Service Leave shall accrue as follows:

30.3.1 far service prior to 1 October 2003

Long service leave shall be in accordance with the Long Service Leave Act 1992 (as amended). (i.e. at the rate of 13 weeks leave on ordinary pay on completing 15 years continuous employment with ESTA (and ECV and Intergraph BEST (Vic) Pty Ltd).

30.3.2 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 ECV and Intergraph BEST (Vic) Pty Ltd).

 30.4 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 (as amended), unless agreed otherwise in accordance with section 63(3) of that Act.

 30.5 The "ordinary pay' for long service leave shall *be* as defined in section 64 of the Long

Service Leave Act 1992 (as amended).

 30.6 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.

 30.7 Long service leave does not include any public holiday or annual leave occurring during the

period when the long service leave is taken.

 30.8 An Employee, by agreement with ESTA, may take double the period of long service leave at

half the rate of pay, or half the period of long service leave at double the pay. The agreement shall have regard to the needs of the Employee and ESTA's operational requirements.

 30.9 Long service leave may be taken in one period or, for shorter periods of not less than two

rotations. An employee may take a shorter duration by agreement between ESTA and the Employee.

 30.10 For those Employees engaged by ESTA after the commencement of this Agreement, ESTA

will recognise an Employee's prior service within the Victorian Public Service far long service leave purposes only, provided that funding is transferred by their previous Victorian Public Service employer for accrued long service leave (that is, the new Employee arranging the funding transfer with their previous Victorian Public Service employer). If this does not occur, ESTA will recognise the prior service for the purposes of qualifying for long service, but will only recognise service from the commencement of their employment with ESTA for the purposes of calculating the Employee's long service leave entitlement.

 31. Parental Leave

 31.1 Employees are entitled to parental leave in accordance with the parental leave provisions in

the NES and this clause. For the avoidance of doubt, if there is any inconsistency between the NES and this clause to the detriment of an Employee, the NES will prevail.

 31.2 Paid and unpaid parental leave encompasses birth related leave, concurrent parental leave

and adoption leave, and is available to all Full-time 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.

 31.3 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.

 31.4 The leave is unpaid (including Public Holidays), except as detailed in sub clauses 31.7 and

31.9 and is available for a period of up to 52 weeks for Full-time, Part-time and eligible casual Employees in one unbroken period. Sick leave is not available and no annual or sick leave entitlements accrue during the period of parental leave.

 31.5 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.

 31.6 The maximum entitlement to parental leave is reduced by any parental leave taken by the

Employee's spouse. Any periods of concurrent unpaid parental leave will be in accordance with the NES.

 31.7 Leave associated with the birth of a child of an Employee will be paid parental leave of 14

weeks on full pay, or 28 weeks on half pay (at the discretion of the Employee) and.

31.7.1 if the leave is birth-related leave, the period of leave may start up to six weeks before the expected date of birth of the child or earlier, if ESTA and the Employee so agree, but must not start later than the birth of the child; or

31.7.2 if the leave is adoption related leave, the period of leave must start on the day of placement of the child.

 31.8 Payment will be based on the average ordinary time rate of earnings (i.e. excluding shift

penalties, Overtime and Mentor allowance, but including higher duties) for the six months period prior to commencing the parental leave.

 31.9 The spouse or partner of the Employee on birth related parental leave will be paid concurrent

parental leave for one week at the ordinary time rate of pay. This leave may be taken as provided for in the NES.

 31.10 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.

 31.11 An Employee may request ESTA to:

31 11.1 extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months; and/or

31.11.2 return from a period of parental leave on a Part-time basis until the child reaches school age.

Subject to the exceptions provided for in the FW Act, ESTA must agree to the requested extension of the parental leave.

 31.12 Other entitlements relating to parental leave will be in accordance with the FW Act including:

31.12.1 unpaid special maternity leave;

31.12.2 transfer to a safe job;

31.12.3 paid no safe job leave; and

31.12.4 unpaid no safe job leave.

 31.13 ESTA must make available details of entitlements under the NES and FW Act on its intranet.

 **32. Compassionate Leave**

 32.1 An Employee (other than a casual Employee) shall be entitled to a maximum of four shifts

paid leave on each occasion a member of the Employee's immediate family or a member of the Employee's household:

32.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; 32.1.2 sustains a personal injury that poses a serious threat to his or her life; or

32.1.3 dies.

 32.2 If requested by ESTA, the Employee must provide evidence (including a death notice,

medical certificate or statutory declaration) that the leave is taken for the specified purpose.

 32.3 The term **"immediate family"** means:

32.3.1 a spouse, de facto partner, child, parent, Full-time guardian. ward, grandparent, grandchild or sibling of the Employee; or

32.3.2 a child, parent, Full-time guardian, ward, grandparent, grandchild, or sibling of a spouse or de facto partner of the Employee.

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

 32.5 Casual Employees are only entitled to compassionate leave without pay.

 32.6 At the discretion of the Executive Manager Operations, compassionate leave may be

granted for family members who do not fall within the definition of 'immediate family' outlined above.

 **33. Personal/carer's Leave**

 **33.1 Subject to clause 39 ("Part-time Employment")** an Employee is entitled to 125.4 hours

personal / carer's leave per year in accordance with the provisions of sub-clauses 33.2 to 33.11 and the following general conditions:

33.1.1 in the first year of employment personal/carer's leave **will** accrue and be credited on a pro-rata basis from commencement of employment. In the second and subsequent years, Employees will be credited with their full entitlements on the anniversary of the commencement of their employment;

33.1.2 personal / carer's leave may be taken for part of a single day/shift; 33.1.3 unused personal / carer's leave **shall be cumulative;** and

33.1.4 entitlements to personal/carer's leave are not subject to a cash payment on termination.

**Personal Leave**

 33.2 An Employee may take paid personal leave because he or she is not fit for work because of

a personal illness or personal injury affecting the Employee.

 33,3 The evidence requirements are as follows:

33.3.1 in respect of 34.2 hours of paid personal leave (within any 12 month period) no medical certificate or statutory declaration is required. This is not cumulative.

33.3.2 for all other personal leave absences the Employee must provide a medical certificate from a duly qualified medical practitioner (i.e. doctor of medicine, dentist, podiatrist, optometrist, psychologist, physiotherapist or chiropractor) or a statutory declaration.

 33.4 ESTA will, provide a dedicated area where an Employee who is ill can rest in privacy and

comfort in accordance with relevant work health and safety legislation.

**Carer's Leave**

 33.5 An Employee may take carer's leave to provide care or support to a member of the

employee's immediate family, or a member of the Employee's household who requires care or support because of:

33.5.1 a personal illness, or personal injury, affecting the member; or 33.5.2 an unexpected emergency affecting the member.

 33.6 The term 'immediate family' means:

33.6.1 a spouse, de facto partner, child, parent, Full-time guardian, ward, grandparent, grandchild or sibling of the Employee; or

33.6.2 a child, parent, Full-time guardian, ward, grandparent, grandchild, or sibling of a spouse or de facto partner of the Employee.

 33.7 The Employee shall, if required, provide evidence that the leave is taken for the specified

purpose.

 33.8 In normal circumstances an Employee shall not take carers leave under this clause where

another person has taken leave to care for the same person.

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

 33.10 For casual Employees, carers leave is unpaid leave.

**Leave Donation**

 33.11 Employees may donate up to 48 hours of their accrued but untaken personal leave to a

nominated Employee who suffers from a long term or chronic personal illness or personal injury provided that the donating Employee retains a minimum balance of 96 hours personal leave for Full-time Employees (pro rata for Part-time Employees).

 33.12 Any request as outlined above must be made in writing and is subject to written approval

from the Executive Manager Operations which will not be unreasonably withheld.

1. **Family and Domestic Violence Leave**

34.1 All Employees (except casual Employees) personally affected by family or domestic violence

can apply for up to 10 shifts paid family and domestic violence leave to attend medical appointments, counselling sessions, receive legal advice, or attend to other matters related to their experience of family or domestic violence.

34.2 Family and domestic violence leave is paid at an Employee's base pay, does not accrue

from year to year and will not be paid out if unused. ESTA may request reasonable evidence such as a statutory declaration, police report, doctor's certificate or letter from lawyer/counsellor, however this is at the discretion of the Executive Manager Operations. No such evidence will be unreasonably withheld.

34.3 To avoid doubt, family and domestic violence leave is separate to an individual's personal

leave entitlements. An Employee supporting an immediate family member or member of their household experiencing the effects of family or domestic violence may apply for carers leave.

1. **Public Holidays**

35.1 An Employee other than a Shift Worker shall be entitled to public holidays on the days

declared or proclaimed by the Victorian Government. Currently those days are:

35.1.1 New Year's Day; 35.1.2 Australia Day; 35.1.3 Labour Day,

35.1.4 Good Friday:

35.1.5 Easter Saturday; 35.1.6 Easter Monday; 35.1.7 Anzac Day;

35.1.8 Queen's Birthday:

35.1.9 Melbourne Cup Day (or alternative day for country based Employees); 35.1.10 Christmas Day; and

35.1.11 Boxing Day.

 35.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed

on 27 December.

 35.3 When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28

December,

 35.4 When New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on

the next Monday.

 35.5 When Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the

next Monday.

 35.6 **Additional Public Holidays**

Where the Victorian Government declares or prescribes additional public holidays on days other than those specified in accordance with sub-clause 35.1, those days shall constitute additional holidays for the purpose of this Agreement.

 35.7 **Substitute Public Holidays**

Where the Victorian Government declares or prescribes **that another** day, days or half days shall be substituted (a day in lieu or additional day) for those specified in accordance with sub-clause 35.1, those substitute days or half days shall be treated as public holidays for the purpose of this Agreement.

 35.8 **Alternative or Public Holidays by Agreement**

By agreement between ESTA and a majority of affected Employees, an alternative day may be taken as the public holiday in lieu of any of the prescribed days (as detailed in clause 35.1). Any such agreement shall be recorded in writing and be available to every affected Employee.

 35.9 Employees are entitled to payment at double the ordinary time rates for all Ordinary Hours

worked on public holidays or a nominated alternative public holiday (see sub clause 35.1 above). Where a public holiday shift penalty is paid in accordance with Clause 22, payment will be at single time plus the penalty rate detailed in sub clause 22.1.

 35.10 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 roster shall be paid triple time for the hours worked on that day.

 35.11 For pay, shift penalty and Overtime payment purposes, individual Employees may, with the

specific approval of their Executive Manager Operations, substitute another day of religious significance for Good Friday, Easter Saturday, Easter Monday and / or Christmas Day.

 35.12 **Entitlements for Shift Workers in relation to Public Holidays and Substitute Public**

**Holidays**

35\_12.1 A Shift Worker who is rostered off duty on a public holiday, alternative day or a
substitute day, shall be entitled to a day's salary in respect of that day.

35.12.2 A Full-time Shift Worker is entitled to the following payments in relation to public holidays (as determined in accordance with sub-clauses 35.1, 35.6, 35.7 and 35.8):

|  |  |  |  |
| --- | --- | --- | --- |
| **Rostered On** | **Rostered Off** | **Payment —Public Holiday** | **Payment- SubstituteDay** |
| Public Holiday(No substitute dayapplicable) |  | Single time, plus Public Holiday shiftpenalty | N/A |
|  | Public Holiday(No substituteday applicable) | A day's salary at the single time rate,in lieu of the public holiday. Thehours are to be calculated in thesame manner as sick leave. | N/A |
| Public Holidayand SubstituteDay |  | Single time - plus Saturday orSunday shift penalty, whichever dayis rostered.Where Christmas day (Dec 25) fallson a Saturday or Sunday anadditional 50% loading is pad | Single time,plus Public HolidayShift penalty |
|  | Public Holidayand SubstituteDay | A day's salary at the single time rate,in lieu of the public holiday. Thehours are to be calculated in thesame manner as sick leave. | N/A |
| Public Holiday | Substitute Day | Single time plus Saturday or Sundayshift penalty, whichever day isrostered. Where Christmas day (Dec25) falls on a Saturday or Sunday anadditional 50% loading is paid | A day's salary at thesingle time rate, in lieu of the public holiday.The hours are to becalculated in the samemanner as sick leave. |
| Substitute Day | Public Holiday | A day's salary at the single time rate,in lieu of the public holiday. Thehours are calculated **in** the samemanner as sick leave. | Single time, plusAfternoon, night orweekend shift penalty,depending on the daywhen work is rostered. |

 35.13 Part-time Shift Workers are entitled to the same provisions as Full-time Shift Workers except

that their entitlement / payment will be made proportionate to their hours worked compared with a 38 hour week.

 35.14 **Absence when rostered on a public holiday**

Employees rostered to work on a public holiday and failing to do so, will not be entitled to public holiday rates for that day.

 35.15 **Christmas Day**

In addition to the benefits provided elsewhere in this clause, an employee who works on Christmas Day, 25 December, and this days falls on a Saturday or a Sunday, is entitled to receive the weekend penalty rate plus a loading of 50% in addition to any benefit for the Substitute Day.

**36. Daylight Saving Transition**

36.1.1 An Employee working during the transition to or from daylight savings will receive the following:

1. All Employees who work during daylight savings transition will have no change to their Base Salary for the pay periods affected. For the avoidance of doubt, all Employees will be paid their standard 76 hours base rates (pro rata for Part-time Employees).
2. Sunday penalty rates for both the 13 and 11 hour shifts will apply.
3. Penalty rates for actual hours worked will apply, (for example, 13 hours on the first Sunday in April and 11 hours on the first Sunday in October for an Employee who normally works a 12 hour shift).
4. **Superannuation**

37.1 ESTA must make employer contributions to the superannuation fund designated by the

Employee in accordance with the relevant Commonwealth Government superannuation legislation (provided the fund designated by the Employee can receive funds by electronic funds transfer).

37.2 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.

1. **Casual Employment**

38.1 Casual Employees are engaged to work irregular and I or intermittent hours and are paid on

an hourly basis.

38.2 Casual Employees are paid at the ordinary hourly rate paid to Full-time Employees, as in sub

clause 21.11, plus a loading of 25% for each hour worked.

38.3 Pay rates will be based on the relevant classification and skill level for the duties performed.

1. **Part-time Employment**

39.1 Part-time Employees:

39.1.1 are engaged to work for a regular, specified number of hours averaging less than 38 hours per week. The minimum shift period is four hours;

39.1.2 have a regular pattern of work which specifies the hours and days of the week to be worked, unless otherwise agreed; and

39.1.3 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 ESTA and the Employee and recorded in writing.

 39.2 Part-time Employees are paid at the ordinary hourly rate paid to Full-time Employees, in

accordance with sub Clause 21.11, for each hour worked.

 39.3 Except as provided in sub clause 21.6.8, hours worked in excess of the specified Ordinary

Hours per shift and per week will be paid at Overtime rates.

 39.4 Pay rates will be based on the relevant classification and skill level for the duties performed.

 39.5 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 compassionate leave provisions which are included in clause 32.

1. ***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 Centre Management. Provided further, that any such agreed arrangement is cost neutral as far as practicable to ESTA for the shared position.

1. **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 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.

1. **Industrial Training Leave**

42.1 A representative nominated by a Union covered by this Agreement must be granted up to a

maximum of five days in any one calendar year per Employee group served (i.e. Police (WTC) Police (Ballarat), Ambulance (Tally Ho) Ambulance (Ballarat), Fire (Tally Ho) and Fire (Ballarat) to attend an industrial/workplace relations training course.

42.2 Further periods of leave may only be granted by the Executive Manager Operations.

42.3 Leave granted pursuant to this clause, including any related additional leave, will be subject

to the workplace requirements, but will not be unreasonably refused.

42.4 If the full quantum of training leave prescribed in sub clause 42.1 is not utilised in the

calendar year as specified, it may be utilised in part or in total in the following year.

1. **Uniform**

43.1 Employees must, whilst on duty (other than on approved casual clothes days), dress in the

ESTA uniform and display on their person their photo identification as provided by ESTA. The uniform for Full-time Employees (other than managers, Team Leaders, probationary

Employees, Part-time Employees, casual Employees and pregnant Employees) will com prise:

43.1.1 Trouser / skirt / pant / shorts — 3 items 43.1.2 Shirt / polo / blouse — 5 items

43.1.3 Outerwear / knitwear — 2 items

43.2 Separate but consistent provisions apply to managers, Team Leaders, probationary

Employees, Part-time Employees, casual Employees and pregnant Employees.

43.3 Uniforms will be replaced on a fair wear and tear basis. Generally, this will be after at least 2

years but will not be automatic after 2 years.

1. **Salary Sacrifice**

ESTA will procure a salary sacrifice provider to give Employees additional salary sacrifice options within the first year of this Agreement.

1. **Amenities**

ESTA will provide appliances and other equipment necessary for the consumption of meals, tea, coffee, milk, and sugar at each work location. ESTA will also provide a Union notice board at each work location.

1. **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 with a blood alcohol level exceeding zero.

1. **Peer Support**

ESTA agrees that it will, in consultation with the Unions develop a Peer Support Program within the first year of this Agreement

1. **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, especially the Standard Operating Procedures and Control Room Protocols, or equivalent.

 **49. Settlement of Disputes**

 49.1 Any dispute or grievance:

49.1.1 about matter/s pertaining to the employer/employee relationship; and/or 49.1.2 a matter arising under this Agreement; and/or

49.1.3 about the NES;

except termination of employment, shall be dealt with in the following manner:

49.1.4 Step 1: the dispute /grievance will be submitted by the Union and/or Employee(s) to the Employee's immediate supervisor or other relevant ESTA employee as appropriate to the nature of the dispute/grievance;

49.1.5 Step 2: if not resolved after Step 1, it will then be submitted to the appropriate senior ESTA employee (generally an Executive Manager Operations);

49.1.6 Step 3: if not resolved after Step 2, it shall be submitted to the Head of People and Culture or their delegate.

 49.2 If after following steps in sub-clause 49.1, the dispute remains unresolved, it may be referred

to the FWC for conciliation, and where necessary, arbitration to determine the matter. The decision of the FWC must be accepted by the parties subject to any appeal available.

 49.3 Any dispute or grievance regarding matters pertaining to the relationship between Unions

and ESTA shall be submitted to the Head of People and Culture or delegate. If not resolved after this, it may be referred to the FWC for conciliation and, by agreement from the parties, arbitration.

 49.4 Employee(s) shall be entitled to have a representative, who may be a Union representative

present at any or all steps in this procedure.

 49.5 Steps 1 to 3 in sub-clause 49.1 shall normally take place within a period of fourteen

consecutive days and disputes/grievances should be resolved at the local level where possible.

 49.6 During this disputes resolution process, both ESTA and the aggrieved Employee(s) shall co‑

operate to ensure that these procedures are carried out expeditiously.

 49.7 Until the dispute / grievance is determined, work shall continue normally in accordance with

the existing work practices before the subject matter of the dispute / grievance arose.

 49.8 No party shall be prejudiced as to the final settlement by the continuance of work in

accordance with this procedure.

 49.9 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 sub-clause 49.7.

1. **Termination**

50.1 Employment may be terminated by either ESTA or an Employee on the basis of the following

notice, in writing, or payment in lieu of notice:

|  |  |  |
| --- | --- | --- |
| Employee's period of continuousservice with ESTA | Period of Notice byESTA | Period of Notice by the Employee |
| Up to 3 yearsMore than 3 years but not more than 5 yearsMore than 5 years | At least 2 weeksAt least 3 weeksAt least 4 weeks | At least 2 weeksAt least 2 weeksAt least 2 weeks |

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

 50.2 At the date of [separation. an](http://separation.an) Employee must return to ESTA:

50.2.1 all confidential ESTA information;

50.2.2 those parts of all notes and other records based on or incorporating confidential information:

50.2.3 all ESTA's property in an Employee's possession or control, including uniform items and equipment.

 50.3 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 FVV Act and FW Regulations.

 50.4 Sub-clause 50.1 does not apply to casual Employees.

1. **Transmission of Business**

If. during or after this Agreement, the business (including a part of the business) is transmitted from ESTA **("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:

51.1 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

51.2 the period of employment that the Employee has had with the transmitter, or any prior

transmittor will be deemed to be service of the Employee with the transmittee (for all purposes, including the calculation of redundancy payments).

1. **Right of Entry**

52.1 For the purposes of ensuring compliance with this Agreement and the FW Act, an official of a

Union who has been issued with an entry permit by the FWC pursuant to section 512 of the

FW Act will be permitted access to the workplace provided he/she complies with the provisions set out in Part 3-4 of the FW Act.

52.2 A permit holder may only enter the workplace for the purposes permitted by and in

compliance with the provisions of Part 3-4 of the FW Act.

52.3 Subject to clauses 52.1 and 52.2 a permit holder may enter the premises and shall adhere to

the principles that he/she must not intentionally hinder or obstruct any person, or otherwise act in an improper manner.

1. **Inductions**

53.1 Officials of the Unions that are parties to this Agreement will be able to attend induction for

new Call-takers in the relevant service for a thirty minute time period at a time to be mutually agreed between the parties.

1. **Employee Representation**

54.1 Employees may, by majority vote, appoint an Employee as an Employee Representative.

ESTA must be notified of any appointed Employee Representative.

54.2 The relevant Union may, in accordance with their Rules, appoint an Employee as an

Employee Representative. ESTA must be notified of any appointed Employee Representative.

54.3 Subject to clause 54.4, an Employee Representative appointed in accordance with this

clause will be granted the necessary access to the workplace and paid time during working hours to exercise their functions as customarily observed in the organization, including advice, assistance, support, representation to Employees on local, industrial and employment issues, including disputes and grievances.

54.4 An Employee Representative can only exercise their functions under clause 54.3 if they

have:

54.4.1 received prior approval of their Team Leader/Manager; and

54.4.2 notified their Team Leader/Manager of any expected absences from their usual workplace.

54,5 An Employee Representative can only exercise their functions under clause 54.3 at another

section or place of work if they have notified the Supervisor/Manager of that section or place of work of the:

54.5.1 general purpose of such visit; and

54.5.2 estimated duration of their visit.

54.6 The approval referred to in clause 54.4.1 will not be unreasonably withheld.

54.7 The Employee Representative must also inform the Team Leader/Manager of their departure

upon concluding their visit.

 **55. Consultation**

 55.1 A Consultative Committee of both the Unions and ESTA's representatives will meet as a

formal means of consulting regarding significant matters which impact or may impact on Employees or which may be potential areas of dispute.

 55.2 The Consultative Committee shall consist of:

55.2.1 three representatives of management;

55.2.2 one Union delegate for each service at each site; and

55.2.3 one Union official from each of the Unions with coverage and members in ESTA.
 55.3 The Committee shall meet as required and at least four times a year.

 55.4 For the avoidance of doubt, consultation means the full, meaningful and frank discussion of

issues/proposals and the consideration of each party's views prior to ESTA management implementing any outcome.

 55.5 Any Employee of ESTA participating in consultation as a representative of a Union/s will do

so in accordance with the following arrangements:

55.5.1 if a delegate is working during a consultation meeting, the delegate will be released from work to attend; or

55.5.2 if a delegate is not working:

1. ESTA and the delegate will endeavour to arrange a shift swap by agreement; or
2. if a shift swap cannot be arranged and the delegate attends on a day off, they will be paid Overtime for the duration of the meeting and reasonable travel time if the delegate needs to travel to a work location other than his or her usual place of work at their ordinary rate of pay.

55.5.3 Travel reimbursement is not payable if:

1. a pool car is available; or
2. it was practicable to use the pool car to carpool and it was not used. 55.5.4 ESTA will make a Myki (or equivalent) card available as an alternative.

 **56. Discipline**

 56.1 A dispute about a disciplinary matter will be dealt with under clause 49 "Settlement of

Disputes".

 56.2 Formal warnings which are more than 12 months old will not be relied on in future

disciplinary actions other than in relation to repeated behaviours.

1. **Service and Quality Improvements**

57.1 The parties to this Agreement are committed to the clauses in Schedule 1.

1. **No Extra Claims**

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

58.2 No Employee shall suffer any reduction in pay and or conditions as a consequence of the

application of this Agreement unless otherwise specified in a clause of this Agreement. For the avoidance of doubt any Employee who is currently at Level 4 will remain at Level 4.

58.3 The Learning and Development Facilitator ("LDF") six month trial will continue under the

existing Memorandum of Understanding. This Memorandum of Understanding will not be incorporated as a term of this Agreement. Should the parties determine during the life of this Agreement to create a new LDF position, the creation of the position will not be an extra claim under this clause.

**SIGNATURE OF THE PARTIES**

**Signed on behalf of the Emergency Services Telecommunications Authority**

|  |  |  |  |
| --- | --- | --- | --- |
| J Oxley, Chief Executive OfficerDATED this  *062*  day of | (signature) |  | *A*L  20  */ 6*  |
|  |

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

|  |  |
| --- | --- |
| Name *.111 LF-/* DATED this ;\_74,3 day of | (signature) *ce(ACe* igayi *(004* Ci‘-- 120/G  |
|  |  |  |

**Signed on behalf of the United Fir efighters' Union of stralia (If toria ranch)**

Name /<". *776/140* / (signature)

DATED this Z3 (CI day of *1-ciey.* 20 4

**Signed on behalf of United Voice**

*rvI, it*

NameSI-*1/* **LA WE:-** (signature)  **1-81(-64,Ite**

DATED this 7,1+1- t/ day of at2C--1/\ 20

**Schedule 1**

**Service and Quality Improvements**

1. The parties to this Agreement are committed to supporting and improving the high quality service standards provided by Employees in call-taking and dispatch services to the Victorian community.
2. The parties agree to a working party comprising of:

2.1 The relevant representatives of management;

2.2 The Union officials; and

2.3 One delegate per Union per site.

1. The parties agree that the main agenda of the working party will be to develop an assessment process in order to achieve the objectives in clause 1 of this Schedule.
2. The parties agree that a secondary agenda item for the working party will be to discuss resourcing levels.
3. The parties agree that the assessment process developed by this working group will only be implemented by mutual agreement.

*Flexible working arrangements*

1. During the life of this Agreement, the Unions and ESTA commit to exploring opportunities for flexible working arrangements including models for new shift arrangements and alternative rostering patterns.

*Supporting technology and service improvement*

1. During the life of this Agreement, the parties agree:

7.1 to explore initiatives that support the introduction of new technologies, for example,

telephony and smarter systems, that support call-taking and dispatch operations.

7.2 ESTA will seek to extend the services it provides to the community by commencing

call-taking and dispatch services for Victoria Police at Tally Ho;

7.3 that they remain committed in supporting Employees to attain and maintain Multi‑

skilled Employee status and increasing the number of Multi-skilled Employees to

deliver effective and efficient services to the Victorian community.