



# DECISION

*Fair Work Act 2009*

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

**Triple Zero Victoria**  
(AG2024/4467)

## **TRIPLE ZERO VICTORIA OPERATIONS ENTERPRISE AGREEMENT 2024**

Emergency Services industry

COMMISSIONER P RYAN

SYDNEY, 8 JANUARY 2025

*Application for approval of the Triple Zero Victoria Operations Enterprise Agreement 2024*

[1] Triple Zero Victoria (**Employer**) has made an application for approval of an enterprise agreement known as the *Triple Zero Victoria Operations Enterprise Agreement 2024* (**Agreement**) pursuant to s.185 of the *Fair Work Act 2009* (**FW Act**). The Agreement is a single enterprise agreement.

### **Regulation 2.06A Requirements**

[2] The application was accompanied by a signature page that did not comply in all respects with Regulation 2.06A of the *Fair Work Regulations 2009*. An amended signature page was subsequently filed. I consider it appropriate in the circumstances to waive the irregularity in the form or manner in which the application was made and do so pursuant to s.586(b) of the FW Act.

### **Section 190 Undertakings**

[3] The Employer provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

### **Sections 186, 187, 188 and 190**

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the FW Act as are relevant to this application for approval have been met. In coming to this conclusion, I have had regard to the material contained in the application, the accompanying declaration and the responses to issues identified.

### **Section 183 Bargaining Representatives**

[5] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**), the United Firefighters' Union of Australia (**UFUA**), and the United Workers' Union (**UWU**), each being a bargaining representative for the Agreement, have given notice under s.183 of the FW Act that they want the Agreement to cover it.

[6] In accordance with s.201(2), I note that the Agreement covers the CEPU, UFUA, and the UWU.

### **Approval**

[7] The Agreement is approved and, in accordance with s.54 of the FW Act, will operate from 15 January 2025. The nominal expiry date of the Agreement is 15 April 2028.



COMMISSIONER

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**Annexure A**

**OFFICIAL**

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**  
AG2024/4467

**Applicant:**  
Triple Zero Victoria

Section 185 – Application for approval of a single enterprise agreement

**Undertakings – Section 190**

I, Debra Abbott, Chief Executive Officer, have the authority given to me by Triple Zero Victoria to give the following undertakings with respect to the Triple Zero Victoria Operations Enterprise Agreement 2024 (**Agreement**):

1. Triple Zero Victoria undertakes that the ECO1.1 (ECO Call-Taker in Training) classification described in Schedule 1 of the Agreement will be paid at a minimum rate of \$27.10 per hour from the first full Pay Period on or after 30 April 2024.
2. For the life of the Agreement, Triple Zero Victoria undertakes to ensure that the rate of pay for the ECO1.1 classification will not fall below the minimum rate prescribed for a Call-taker under the *Victorian State Government Agencies Award 2015 (Award)*, or any trainee call-taker classification subsequently introduced into the Award.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature



Date

D. Abbott (CEO TRV)

8 January 2025

**OFFICIAL**

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

# **Triple Zero Victoria Operations Enterprise Agreement 2024**

# Contents

1	Title .....	1
2	Incidence of Agreement.....	1
3	Application .....	1
4	Objectives .....	1
5	Date and Period of Operation.....	1
6	Definitions .....	2
7	Relationship with Award and NES.....	5
8	Equal Employment Opportunity / Harassment .....	5
9	OH&S and Fire Wardens.....	6
10	Location.....	6
11	Probation.....	6
12	Hours of Work.....	7
13	Rest breaks .....	14
14	Week in Lieu (WIL) – 38 Hour Week Agreement.....	14
15	Rostering.....	15
16	Coverage and Staffing Levels .....	18
17	80/20 Career Break .....	18
18	Annual Leave Review.....	19
19	Payment of Wages .....	20
20	Payment for Late Notice of a Temporary Shift Change .....	20
21	Multi-skilled Employees.....	20
22	Duties.....	21
23	Exclusivity of Employment.....	21
24	Employee Development and Training .....	22
25	Fire Calls to Police .....	23
26	Classifications and Remuneration.....	23
27	Shift Penalties.....	25
28	Higher Duties .....	26
29	Overtime .....	26
30	Meal Allowance.....	27
31	Professional Indemnity .....	27
32	Consultation regarding Workplace Reform .....	27
33	Right to Disconnect.....	28
34	Annual Leave .....	29
35	Annual Leave Loading .....	29
36	Long Service Leave.....	30
37	Parental Leave .....	31
38	Compassionate Leave.....	39
39	Personal/Carer’s Leave .....	40
40	Family and Domestic Violence Leave.....	41

41	Cultural and Ceremonial Leave.....	43
42	Defence Force Leave.....	44
43	Blood Donation Leave.....	44
44	Infectious Disease Leave .....	44
45	Community Service Leave.....	44
46	Leave Policy .....	45
47	Public Holidays.....	45
48	Daylight Saving Transition .....	47
49	Superannuation .....	48
50	Casual Employment .....	48
51	Part-time Employment .....	48
52	Job Sharing.....	49
53	Flexible Working Arrangements .....	49
54	Individual Flexibility Arrangements .....	49
55	Accident Pay .....	50
56	Industrial Training and State Council/Branch Committee of Management Leave .....	50
57	Union Delegate Secondment.....	51
58	Deployment (field work).....	51
59	Uniform.....	51
60	Salary Sacrifice.....	51
61	Emergency Services Games.....	52
62	Amenities .....	52
63	Drugs and Alcohol.....	52
64	Peer Support .....	52
65	TZV Policies, Procedures and Protocols .....	52
66	Settlement of Disputes.....	52
67	Termination of Employment.....	53
68	Transmission of Business.....	54
69	Right of Entry.....	54
70	Inductions .....	54
71	Employee Representation.....	55
72	Consultative Committee .....	56
73	Provision of Information to Consultative Committee .....	57
74	Discipline.....	58
75	No Extra Claims .....	58
<b>Schedule 1      Classifications and Remuneration .....</b>		<b>58</b>

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## **1 Title**

This Agreement shall be known as the *Triple Zero Victoria Operations Enterprise Agreement 2024*.

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## **2 Incidence of Agreement**

- 2.1 This Agreement shall apply to the operations of Triple Zero Victoria 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 compared to the *Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2019*.
- 

## **3 Application**

- 3.1 This Agreement shall cover:
    - 3.1.1 Triple Zero Victoria (“TZV”); and
    - 3.1.2 Employees of TZV as defined in clause 6.
  - 3.2 In accordance with section 183 of the FW Act, the Agreement will also cover a Union 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.
- 

## **4 Objectives**

- 4.1 TZV 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. TZV 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.
  - 4.2 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.
  - 4.3 This Agreement is intended to facilitate those aims.
- 

## **5 Date and Period of Operation**

- 5.1 This Agreement shall come into operation 7 days after it is approved by the FWC and will have a nominal expiry date of 15 April 2028.
- 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 TZV 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 The Employee will be provided with reasonable preparation time.
- 5.4.2 If the Employee is working during a bargaining meeting, the Employee will be released from work to attend.
- 5.4.3 If the Employee is not rostered to work:
  - (a) TZV and the Employee will endeavour to arrange a shift swap by agreement; or
  - (b) 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 their usual place of work at their ordinary rate of pay.
- 5.4.4 Travel reimbursement is not payable if:
  - (a) a pool car is available; or
  - (b) it was practicable to use the pool car to carpool and it was not used.
- 5.4.5 TZV will make a Myki (or equivalent) card available as an alternative.

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## 6 Definitions

In this Agreement:

**TZV** means Triple Zero Victoria.

**2019 Agreement** means the *Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2019*.

**Agreement** means the *Triple Zero Victoria Operations Enterprise Agreement 2024*.

**Appropriately Authorised Officer of TZV** means the relevant manager or executive who have authority to make the decision under TZV's internal delegations and relevant policies/procedures.

**AV** means Ambulance Victoria.

**Award** means the Victorian State Government Agencies Award 2015.

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

**Base Salary** means the relevant annual salary prescribed in Schedule 1 for each position as varied in accordance with this Agreement.

**Centre** means a communications facility from which TZV operates emergency communications services.

**CFA** means Country Fire Authority.

**Computer Aided Dispatch ("CAD")** means the information technology systems used by TZV 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, FRV, CFA, Ambulance Victoria), and any present or prospective client of TZV.

**Diploma of Management (or equivalent)** means the formal diploma course sponsored by TZV that includes core modules, elective units and group projects approved by TZV.

**Early Knock Off Shift or 'EKO Shift'** means a shift of 7.5 or 7 hours which is rostered by the relevant TZV officer subject to clause 15.12 (8 weeks' notice clause).

**ECO** means Emergency Communications Officer

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

**Employer** means Triple Zero Victoria.

**ERTCOMM** means emergency ambulance service communications.

**ESO** means Emergency Service Organisation

**Fire Danger Period** means the Fire Danger Period determined by CFA Chief Executive Officer as per the *Country Fire Authority Act (VIC) 1958*.

**FTE** means full-time equivalent (38 hours) and is a term used to refer to Employee headcount in people or hours.

**FRV** means Fire Rescue Victoria.

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

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

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

**FW Regulations** means the *Fair Work Regulations 2009 (Cth)*.

**Immediate Family** means:

- (a) a spouse (former or current), de facto partner (former or current), child, parent, Full-time guardian, ward, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, Full-time guardian, ward, grandparent, grandchild, or sibling of a spouse (former or current) or de facto partner (former or current) of the Employee.

**Make Up Hours** means the hours of work added to a Make Up Hours Pool for an Employee on Roster C to make up an average of 38 Ordinary Hours per week over the previous Roster Cycle as set out in clause 12.16.

**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 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 an Employee qualified in their Primary Stream that also holds an additional skill/s in another Stream.

**NES** means the National Employment Standards in the FW Act.

**NETCOMM** means non-emergency ambulance service communications.

**Nonstandard Roster** means Roster E and Roster F.

**Ordinary Hours** means the ordinary hours of work as set out in clause 12.

**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.

**Pay Period** means TZV's fortnightly pay period.

**Primary Stream** means the particular Stream an Employee works in either upon commencing employment, or by agreement consisting of two call taking skills and where relevant up to two dispatch skills.

**Roster Cycle** means:

- (a) for Employees on Roster A, a consecutive period of 8 weeks;
- (b) for Full-time Employees on Roster B, a consecutive period of 32 weeks, for Part-time Employees on Roster B, a consecutive period of 8 weeks;
- (c) for Employees on Roster C, a consecutive period of 9 weeks;
- (d) for Employees on Roster D, 2 weeks;
- (e) for Employees on Roster E, the number of weeks of the roster that the Employee follows;
- (f) for Employees on Roster F, the number of weeks of the roster that the Employee follows.

**Rostered Hours** means the average number of hours per week that an Employee is rostered to work pursuant to their Roster as per clauses 12.7 to 12.12. Rostered Hours includes Ordinary Hours and any WIL or ROT hours.

**ROT** means rotational overtime as set out in clause 12.15.

**Secondment means** temporary appointment as defined by the Secondment and Higher Duties Policy and Guideline (or successor).

**Service** means the 6 services provided to the ESOs within the three Streams, being:

- a) Ambulance - ERTCOMM, NETCOMM;
- b) Police/SES - Victoria Police (**VicPol**), State Emergency Services (**SES**); and
- c) Fire - Fire Rescue Victoria (**FRV**), Country Fire Authority (**CFA**).

**Shift Worker** means, including for the purposes of the NES, 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.

**Skill** means the 12 Skills across all Streams, being:

- a) Ambulance - Call-Taking AMB ERT, Call-Taking AMB NET, Dispatch AMB ERTCOMM and Dispatch AMB NETCOMM;
- b) Police/SES - Call-Taking Police, Call-Taking SES, Dispatch POL and Dispatch SES; and
- c) Fire - Call-Taking Fire FRV, Call-Taking Fire CFA, Dispatch Fire FRV and Dispatch Fire CFA.

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

**Standard Roster** means Roster A, Roster B, Roster C and Roster D.

**Stream** means each of the 3 streams at TZV, being Ambulance, Police/SES and Fire.

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

**UCC** means Union Consultative Committee.

**Union** means:

- (a) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia;
- (b) United Firefighters' Union of Australia (Victoria Branch);
- (c) United Workers Union; and
- (d) Victorian Ambulance Union Incorporated (No. A0107043J); or
- (e) any successor entities of the above unions.

**Week in lieu or 'WIL'** refers to an entitlement accrued by Full-time Employees working on Roster A, B or D in recognition of the fact that their average Rostered Hours per week are greater than their Ordinary Hours as set out in clause 14.

**Williams Landing or WILSECC** means TZV's Williams Landing operations centre, or other building replacing the Williams Landing Centre for TZV's operations purposes.

**Workplace Delegate** means a person appointed or elected, in accordance with the rules of the Union, to be a delegate or representative (however described) for members of the organisation who work in a particular workplace.

## **7 Relationship with Award and NES**

- 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.
- 7.3 The Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of any inconsistency.

## **8 Equal Employment Opportunity / Harassment**

- 8.1 TZV 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. TZV 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 TZV will not tolerate unlawful 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.

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## **9 OH&S and Fire Wardens**

- 9.1 TZV 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 TZV will ensure that all OH&S Representatives and Fire Wardens are properly trained (and retrained as appropriate) to enable them to fully perform all their roles and responsibilities as reasonably required by TZV and by legislation. 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 OH&S Officer for TZV and implementation of TZV's OH&S policies and procedures.
- 9.4 Each TZV Centre shall establish and maintain an OH&S Committee consisting of equal representation of management and Employees. The OH&S 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.

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## **10 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 TZV 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 / requested to work Overtime shifts at another location.

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## **11 Probation**

- 11.1 All new permanent Employees will be subject to a probationary period of 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 program, security clearance as required by TZV's contractual obligations to the ESOs 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 TZV or the Employee at any time during the probationary period in accordance with clause 67 (Termination of Employment) of this Agreement.

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## **12 Hours of Work**

- 12.1 Ordinary Hours of work are the hours of work agreed between TZV and an Employee. For Full-time Employees, Ordinary Hours are an average of 38 hours per week over the relevant Roster Cycle.
- 12.2 In order to be able to provide for TZV'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 TZV officer. These hours may be during the day, afternoon, night and weekend, and include Public Holidays unless otherwise specified in existing individual arrangements or agreed between the Employee and TZV.
- 12.3 The nature of the Roster Cycles prescribed by this Agreement means that the hours worked by an Employee may exceed 38 Ordinary Hours in a given week but will average 38 Ordinary Hours per week over the relevant Roster Cycle.
- 12.4 Ordinary Hours will be allocated across a Roster Cycle so that each minute of work contains an even proportion of an Employee's Ordinary Hours. Ordinary Hours worked per shift is based on the applicable roster pattern as follows:
- 12.4.1 Roster A – 10.8571 hours per 12-hour shift.
- 12.4.2 Roster B:
- (a) 11.4 hours per 12-hour shift; or
- (b) 7.125 hours per 7.5-hour EKO Shift; or
- (c) 6.65 hours per 7 hour EKO Shift;
- 12.4.3 Roster C – 100% of the rostered shift.
- 12.4.4 Roster D – 95% of the rostered shift.
- 12.4.5 Roster E – 100% of the rostered shift.
- 12.4.6 Roster F – 100% of the rostered shift (Full Time 38 hours) or 95% of the rostered shift (Full Time 40 hours)
- 12.4.7 Any part-time Employee on Roster A, B, C, E or F – 100% of the rostered shift.
- 12.5 The application of clause 12.4 in relation to reductions from leave balances is dealt with in clause 12.13.
- 12.6 **Rosters**

TZV operates four distinct Standard Rosters (Roster A, B, C, D) at its three Centres which are set out at clauses 12.7 to 12.10 and two Nonstandard Rosters (Roster E and F) which are set out at clauses 12.11 and 12.12.

The start and finish times of Standard Rosters below apply to Call-Takers and Dispatchers. The start and finish times of Team Leaders will be set by reference to any Employees they supervise but adapted according to operational requirements (e.g. may start and finish up to 1 hour before the Employees they supervise). TZV will not unilaterally alter Team Leaders' start and finish times.

The four Standard Rosters may be varied in accordance with clause 32 (Consultation regarding Workplace Reform) of this Agreement. Where TZV introduces a Service to a new Centre, a Standard Roster will be designated for use at the new Centre following consultation.

## 12.7 Roster A

- 12.7.1 A roster whereby a Full-time Employee works twenty-eight 12-hour shifts and has twenty-eight rostered days off in a 56-day roster cycle (8 weeks).
- 12.7.2 The standard roster pattern is 4 consecutive shifts, comprising of two 12-hour dayshifts, two 12-hour nightshifts, followed by 4 consecutive rostered days off.
- 12.7.3 The standard roster pattern for Roster A averages 42 hours per week over the 8 week roster cycle. Average weekly hours worked on Roster A will be made up of 38 Ordinary Hours, 2 WIL hours and 2 ROT hours.
- 12.7.4 Mutually agreed changes to the standard roster pattern in 12.7.2 (such as 4 consecutive days and no nights, or two nights on, two days off, two nights on, two days off, afternoon shifts, variations of up to two hours from the start/finish time etc.) that do not change the total number of hours worked over the roster cycle are still considered to be Roster A for the purpose of calculating leave and pay entitlements and for the purpose of clause 15 (Rostering).
- 12.7.5 Roster A is the standard roster for:
- (a) Fire Tally Ho – 0600-1800 dayshift, 1800-0600 nightshift;
  - (b) Fire BALSECC – 0700-1900 dayshift, 1900-0700 nightshift;
  - (c) Ambulance Tally Ho – 0600-1800 dayshift, 1800-0600 nightshift;
  - (d) Ambulance BALSECC – 0630-1830 dayshift, 1830-0630 nightshift;
  - (e) Ambulance WILSECC – 0700-1900 dayshift, 1900-0700 nightshift (this may also include other 42 hour shift options with the current reduced operation hours, which may be introduced through consultation in accordance with clause 32 (Consultation regarding Workplace Reform) during the life of the agreement);
  - (f) Police Tally Ho – 0700-1900 dayshift, 1900-0700 nightshift.
- 12.7.6 A part-time Employee may be engaged on this roster as per clause 51 (Part-time Employment) and will have weekly hours averaged over 8 weeks. Part-time Employees working on this roster do not receive WIL or ROT.

## 12.8 Roster B

- 12.8.1 A roster whereby a Full-time Employee works ninety-eight 12-hour shifts, twelve 7.5-hour shifts, two 7-hour shifts and has 112 rostered days off in a 224-day roster cycle period (32 weeks).

- 12.8.2 There are two standard roster patterns:
- (a) Police WILSECC rotation comprises of 2 dayshifts, 1 rostered day off, 2 nightshifts, 3 rostered days off. Every fourth rotation, EKO Shifts are worked instead of the 2 nightshifts.
  - (b) Police BALSECC rotation comprises of 2 dayshifts, 2 nightshifts, followed by 4 consecutive rostered days off. Every fourth rotation, EKO Shifts are worked instead of the 2 nightshifts.
- 12.8.3 Both above roster patterns average 40 hours per week over the 32 week roster cycle. Averaged weekly hours worked on Roster B will be made up of 38 Ordinary Hours and 2 WIL hours.
- 12.8.4 Mutually agreed changes to the standard roster pattern in clause 12.8.2 (such as 4 consecutive days and no nights, or two nights on, two days off, two nights on, two days off, afternoon shift, variations of up to two hours from start/finish time etc.) that do not change the total number of hours worked over the roster cycle are still considered to be Roster B for the purpose of calculating leave and pay entitlements and for the purpose of clause 15 (Rostering).
- 12.8.5 Roster B is the standard roster for:
- (a) Police WILSECC – 0700-1900 dayshift, 1900-0700 nightshift;
  - (b) Police BALSECC – 0700-1900 dayshift, 1900-0700 nightshift.
- 12.8.6 A part-time Employee may be engaged on this roster as per clause 51 (Part-time Employment) and will have weekly hours averaged over 8 weeks. Part-time Employees working on this roster do not receive WIL.
- 12.9 Roster C**
- 12.9.1 Roster C is a legacy roster whereby a Full-time Employee works twenty-eight 12-hour shifts and has thirty-five rostered days off in a 63-day roster cycle period (9 weeks).
- 12.9.2 The standard roster pattern is 4 consecutive shifts, comprising of two 12-hour dayshifts, two 12-hour nightshifts, followed by 5 consecutive rostered days off.
- 12.9.3 The standard roster pattern for Roster C averages 37.33 hours per week over the 9 weeks roster cycle. Full-time Employees on this roster work Make Up Hours as per clause 12.16 in order to meet an average of 38 hours per week. Full-time Employees are paid for an average of 38 hours per week.
- 12.9.4 Mutually agreed changes to the standard roster pattern in 12.9.1 (such as 4 consecutive days and no nights, or two nights on, two days off, two nights on, three days off, afternoon shift, variations of up to two hours from start/finish time etc) that do not change the total number of hours worked over the roster cycle are still considered to be Roster C for the purpose of calculating leave and pay entitlements and for the purpose of clause 15 (Rostering).
- 12.9.5 Roster C is a roster worked by some employees at Fire BALSECC – 0700-1900 dayshift, 1900-0700 nightshift.
- 12.9.6 The Employees on this roster may be engaged part-time as per clause 51 (Part-time Employment) and will have weekly hours averaged over the 9 week roster cycle.

## 12.10 Roster D

- 12.10.1 A roster whereby a Full-time Employee works a mutually agreed roster pattern with an average total of 40 hours per week over a roster cycle of fourteen days (2 weeks). Weekly hours on Roster D will be made up of 38 Ordinary Hours and 2 WIL hours.
- 12.10.2 Roster D examples include, but are not limited to:
- (a) two 10-hour dayshifts, one rostered day off, two 10-hour day shifts, two rostered days off;
  - (b) four 10-hour dayshifts, three rostered days off;
  - (c) five 8-hour dayshifts, two rostered days off.
- 12.10.3 All permissible variations of Roster D constitute Roster D for the purpose of clause 15 (Rostering).
- 12.10.4 Roster D is the standard roster for all Off-Shift WPTs at all Centres and services.

## 12.11 Roster E

- 12.11.1 Roster E is the mutually agreed weeks the employees roster follows and encompasses:
- (a) a roster whereby a Full-time Employee works a mutually agreed roster pattern with Ordinary Hours averaging 38 hours per week, but does not work on Roster A, B, C, D or F; or
  - (b) a roster whereby a Part-time Employee (as per clause 51) works less than 38 Ordinary Hours per week but does not work on Roster A, B, C, D or F.
- 12.11.2 Roster E Employees are not entitled to either WIL or ROT and do not work Make Up Hours.
- 12.11.3 All rosters on Roster E will be inclusive of a minimum 10-hour break between the finish time of one rostered shift and the commencement time of the following consecutive rostered shift.

## 12.12 Roster F

- 12.12.1 Roster F is the Nonstandard Roster (constituted by a set of templates in the Scheduling, Deployment and Staffing Levels Policy) which shall apply to Employees who are engaged on Nonstandard Rosters as Call-Takers in Police/SES and Ambulance or other Employees who move to Nonstandard Roster F by mutual agreement as from the date of this Agreement. The following are agreed features of Roster F:
- (a) Full-time Employees will work a roster pattern with Ordinary Hours averaging 38/40 hours per week, but will not work on Roster A, B, C, D or E;
  - (b) Part-time Employees (as per clause 51) will work a roster pattern with Ordinary Hours averaging less than 38 hours per week, but will not work on Roster A, B, C, D or E;
  - (c) Call-Takers in Police/SES and Ambulance will be rostered in accordance with the Scheduling, Deployment and Staffing Levels Policy;
  - (d) Employees working an average of 40 hours per week will be entitled to WIL;
  - (e) Employees are not entitled to ROT and do not work Make Up Hours;



- (f) at least 50% of the Call-Taker Nonstandard Roster templates offering at least half of the weekends off in a Roster Cycle. Weekends are defined as the period between 2100 Friday night and midnight Sunday night;
- (g) all rosters will be inclusive of a minimum 10-hour break between the finish time of one rostered shift and the commencement time of the following consecutive rostered shift.

### 12.13 Leave Deductions

- 12.13.1 Where an Employee takes leave for an entire shift, accrued leave is deducted from an Employee's relevant leave balance in accordance with the number of allocated Ordinary Hours for the shift (see clause 12.4).
- 12.13.2 These leave deductions are consistent with the provisions of the 38-hour Week Agreement and already contain a 5% reduction as per clause 14.14.
- 12.13.3 Deductions for periods of leave less than a full shift duration shall be done directly proportional to those specified in 12.4 (i.e. if an Employee on Roster A takes leave for 50% of a shift, they will be deducted 50% of 10.8571). This proportionate reduction will occur regardless of whether the Employee takes the leave at the start or end of a rostered shift.

### 12.14 Shift Lengths

- 12.14.1 Shift lengths for Full-time Employees will generally be a minimum of 7.6 hours and a maximum of 12 hours, except in the case of EKO shifts on Roster B, which will have a minimum length of 7 hours.
- 12.14.2 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.

### 12.15 Rotational Overtime (ROT)

- 12.15.1 In order to meet the rostering needs set out in 12.2, TZV requires Full-time Employees on Roster A to work rotational overtime or ROT.
- 12.15.2 ROT is part of an Employee's Rostered Hours, however, it does not form part of their Ordinary Hours or WIL hours.
- 12.15.3 An Employee's ROT will be evenly spread across all shifts in a Roster Cycle so that each minute of work contains an even proportion of an Employee's ROT hours. This results in the following ROT entitlement:
  - (a) Per Roster Cycle (8 Weeks) – 16 Hours;
  - (b) Per 4 shift Rotation – 2.28571 Hours;
  - (c) Per 12 hour shift - 0.57145 Hours;
  - (d) Per hour - 0.04762 Hours; and
  - (e) Per minute - 0.00079 Hours.
- 12.15.4 ROT is paid at time and a half, except for the proportion of the ROT worked between Friday 1800 and Monday 0700 (in which case it will be paid at double time) or a Public Holiday (in which case it will be paid at triple time).
- 12.15.5 Shift Penalties are not payable on ROT.

12.15.6 ROT may be converted to Time in Lieu as per clause 29.6 (Overtime TIL clause). ROT which is accrued and nominated to be taken as Time in Lieu is paid on an hour for hour basis, regardless of when the shift the Employee would otherwise be working falls. If a nomination to convert ROT to Time in Lieu has been made and an employee does not take the Time in Lieu (for example, because their employment ceases), the accrued Time in Lieu will be paid out at the Employee's Hourly Rate of Pay.

12.15.7 ROT is not payable during periods of leave.

## 12.16 **Make Up Hours**

12.16.1 Each Full-Time Employee on Roster C is required to work Make Up Hours in accordance with clause 12.9.3 and is entitled to work their Make Up Hours as detailed in this clause.

12.16.2 Up to 6 Make Up Hours are added to a Make Up Hours Pool following every Roster Cycle. In order to accurately determine the number of hours, they are calculated by TZV in order to meet an average of 38 Ordinary Hours per week over the previous Roster Cycle.

12.16.3 The Make Up Hours Pool hours are considered Ordinary Hours.

12.16.4 The Make Up Hours Pool Cap is defined as 36 hours.

12.16.5 When an Employee's Make Up Hours Pool Cap is reached, they must reduce the pool to 0 hours by using, in a reasonable timeframe, one of the options set out at clauses 12.16.6 to 12.16.9. The Make Up Hours Pool can be reduced by an Employee by any combination of the following options, nominated by the Employee once per year (with the option taking effect at the beginning of the Roster Cycle directly proceeding the Employee's nomination).

12.16.6 *Self-Management*

(a) This option can be used at any time.

(b) Employees responding to requests for Overtime may elect to work the shift as Make Up Hours on the following conditions:

12.16.6.b.1 if electing to work an Overtime vacancy as Make Up Hours, then Overtime rates will not apply, however penalties, as per clause 27, will apply;

12.16.6.b.2 priority shall be given to those who elect to have the Overtime vacancy scheduled as Make Up Hours;

12.16.6.b.3 priority will be given to the Employee with the highest Make Up Hours balance subject to 12.16.6.b.4;

12.16.6.b.4 Make-up Hours will be scheduled in the same way as Overtime vacancies as per the TZV Shift Vacancy and Overtime Allocation Guidelines; and

12.16.6.b.5 an Employee may choose to work Make Up Hours in place of a shift swap or Overtime to attend a meeting — this includes, but is not limited to, bargaining meetings (clause 5.4), UCC meetings (clause 72, OH&S meetings (clause 9), team leader meetings or workplace trainer meetings.

12.16.7 Voluntarily using paid leave entitlements (including annual leave, time in lieu of overtime, WIL) to an equal number of hours to those owing.

12.16.8 TZV's Workforce Management (WFM) department will schedule shifts to cover a number of hours, nominated in shift length options by the Employee as follows:

- (a) 4 to 12 hours;
- (b) 8 to 12 hours; or
- (c) 12 hours.

WFM must roster these shifts within the following restrictions:

- (d) shifts will be notified to the Employee in accordance with clause 15.12 (8 weeks' notice clause);
- (e) shifts must have a 10-hour break from work either side;
- (f) no more than one Make Up Hours shift can be worked in the same rotation;
- (g) a Make Up Hours shift rostered within 24 hours following the cessation of a night shift is restricted to another night shift only; and
- (h) once rostered, these scheduled shifts are treated as normal Ordinary Hours shifts — shifts will not be rescheduled unless mutually agreed between the employee and TZV.

12.16.9 Any other mutually agreed arrangements made between an Employee and TZV. If this option is chosen, TZV will not unreasonably withhold agreement and must take into account the Employee's personal circumstances including any family responsibilities.

12.16.10 Upon termination of employment (as detailed in clause 67), an Employee must reduce their Make Up Hours Pool fully to 0 hours by choosing one of the options in clauses 12.16.6 to 12.16.9 unless payment in lieu of notice is made under clause 67 in which case 12.16.6 and 12.16.8 are not available. Alternatively, the Employee may, at their discretion, reduce the Make Up Hours Pool fully to 0 by electing to have TZV deduct the equivalent amount of funds for the hours owed from their final payment.

## 12.17 Conversion Hours

12.17.1 TZV will develop guidelines regarding conversion hour arrangements and calculations, in consultation, within the first 12 months of the commencement of this Agreement.

12.17.2 Conversion hours accrued after the commencement of this Agreement will be subject to the following:

- (a) conversion hours are not required to be worked where a roster/hours change occurs at the initiative of TZV. Should an Employee request an alternative effective date which results in additional conversion hours owing, only these excess hours must be worked;
- (b) conversion hours will no longer be required to be worked when rostered hours have been adjusted to attend training, conduct mentor duties or as a result of a role change;
- (c) there will be no requirement for Workplace Trainers or Mentors to make up conversion hours as a result of conducting their training or mentor duties;
- (d) TZV will not require conversion hours to be worked when employees take authorised leave (e.g. parental leave or other pre-arranged leave such as a leave of absence); and
- (e) in circumstances where conversion hours will be triggered due to an Employee request (e.g. employee-initiated roster or hours of work changes), the Employee will be required to work the conversion hours. In these circumstances, TZV will propose an effective date which has the least amount of conversion hours to help reduce the impact.

- 12.17.3 Employees will be given eight weeks' notice for conversion hours shifts.
- 12.17.4 Employees will not be rostered for more than five shifts within an eight or nine day roster cycle.
- 12.17.5 Part-time Employees will not be rostered for more than one additional shift within a rotation unless by agreement.
- 12.17.6 Preference will be given to Employees working conversion hours in lieu of EKO.
- 12.17.7 Employees are allowed to utilise leave entitlements to reduce their conversion hours.

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### **13 Rest breaks**

- 13.1 Employees working Call-taker or Dispatcher duties in this Agreement are entitled to a 30-minute paid rest break in every 120 minutes worked, subject to operational requirements. TZV will use its best endeavours to ensure that Call-takers and Dispatchers are able to take their full rest break entitlements, however, it may be necessary on occasion for these staff to be recalled to duty. If this occurs, the remainder of their break may be made up at a later time, where possible.
- 13.2 All other Employees will be entitled to a 30-minute paid meal break, to be taken within five hours of commencing duty, except where otherwise agreed.

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### **14 Week in Lieu (WIL) – 38 Hour Week Agreement**

- 14.1 Week in lieu or 'WIL' refers to an entitlement accrued by Full-time Employees working on Roster A, B, D or F in recognition of the fact that their average Rostered Hours per week are greater than their Ordinary Hours.
- 14.2 Subject to the provisions of this clause below, Full-time Employees on Roster A, B, D or F who work shifts averaging more than 38 Rostered Hours per week will accrue up to 2 hours WIL at their Hourly Rate of Pay per week, equivalent to their excess hours worked over 38 per week.
- 14.3 Subject to clause 14.4, WIL is an entitlement that accrues per week and Full-Time Employees who are rostered on Roster A, B, D or F will be credited WIL hours for that week, irrespective of whether the Employee takes any leave during the week.
- 14.4 Where a Full-time Employee takes unpaid leave during a Pay Period, their WIL balance will be reduced proportionately to any WIL hours associated with shifts they have not worked over the Pay Period.
- 14.5 If an Employee becomes Full-time or converts to Roster A, B, D or F during a Pay Period, they will receive a pro-rata WIL entitlement equivalent to the WIL hours worked over the Pay Period.
- 14.6 Eligible 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:
  - 14.6.1 a "WIL Payment"; or
  - 14.6.2 a "WIL Time in Lieu".

#### **14.7 WIL Payment**

- 14.7.1 A WIL Payment means payment to an Employee for their accrued WIL hours.

14.7.2 Employees will, at their discretion, nominate as soon as practical after commencement of employment, or at the commencement of each calendar year, whether they intend to take the WIL Payment in one or two payments (one at the end of the financial year and/or one at the end of the calendar year).

#### **14.8 WIL Time in Lieu**

14.8.1 WIL Time in Lieu means an Employee taking their accrued WIL hours as leave from work.

14.8.2 The "WIL Time in Lieu" may be taken as it accrues in lots of no less than one shift.

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

14.8.4 Accrued "WIL Time in Lieu" not taken at the end of the second calendar year after it has accrued will be paid to the Employee as a WIL Payment.

14.9 The 'WIL Time in Lieu' detailed in this clause cannot be taken unless and until after it has been accrued.

14.10 Employees may elect to take WIL Time in Lieu at single time or for half the period of time at double the pay.

14.11 The WIL payment and WIL Time in Lieu will be calculated in accordance with an Employee's Hourly Rate of Pay.

14.12 Employees moving to Roster E can retain their WIL Time in Lieu balance subject to clause 14.8.4.

14.13 Employees who cease their employment or move to casual employment will receive a WIL Payment of any accrued WIL hours.

14.14 The application of this clause means that, for Full-time Employees, where a day's leave is taken, the amount of time deducted from leave credits or pay is reduced by 5%. i.e. the equivalent of the reduction from a 40 hour week to a 38 hour week.

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## **15 Rostering**

15.1 In order to meet TZV's operational demands and the needs of Employees, TZV currently utilises a number of roosting arrangements within its operational workforce (as set out at clauses 12.7 to 12.12). Standard Rosters and Nonstandard Rosters include the permitted variations (including variations through flexible working arrangements) as set out in clause 12.7 to 12.12. TZV acknowledges the importance of Standard Rosters in meeting known linear demand and will maintain Standard Rosters as the preeminent rosters.

15.2 TZV's two most prevalent operational rosters are Roster A and Roster B. TZV will maintain a minimum of 60% of its total Call-Taker FTE in each Stream on a Standard Roster (the number of Call-Takers will be calculated based on the number of Employees employed in the position of a Call-Taker under the Agreement). The calculation of FTE in a Stream is based on an Employee's Primary Stream. This includes Employees on individual flexibility arrangements and flexible working arrangements, such as those made under the Agreement or the NES, which still meet the Standard Roster definition as defined in clauses 12.7 to 12.10.

15.3 Prior to the nominal expiry date of this Agreement, TZV will progressively increase the minimum number of Call-Taker FTE on Standard Rosters to 75% of its total Call-Taker FTE with a per Stream minimum of Call-Taker FTE on Standard Rosters of 65% FTE. Once achieved, these targets will be at least maintained. The current per Stream FTE on Standard Rosters will not be reduced.

15.4 TZV will not be in breach of clauses 15.2 and 15.3 if, for a period of no more than 6 months, the targets are not able to be met because TZV is meeting flexible working arrangements requests for Nonstandard

Rosters. In accordance with clause 73 and the TZV Scheduling, Deployment and Staffing Levels Policy, TZV will provide relevant data to the UCC.

- 15.5 TZV may engage Call-Takers on Full-time or part-time Nonstandard Rosters. Nonstandard Call-Taker rosters are primarily used for demand-based rostering, but may also be used for Williams Landing Ambulance (as required from time to time) and flexible working arrangements.
- 15.6 The Nonstandard Roster F templates described in clause 12.12.1 will not be changed more than once in a year and only following review in consultation with the UCC. TZV will provide a copy of the rosters to be implemented and any proposed changes to Employees and the Unions for the purposes of consultation. TZV must give genuine consideration to all matters raised by Employees and/or their representatives/Union and provide a written response to any feedback received.
- 15.7 A change to the Nonstandard Roster F templates does not necessarily mean the Employees already on Roster F will be asked to change their roster. The roster of individual Employees on Roster F may only be substantially varied in accordance with TZV Scheduling, Deployment and Staffing Levels Policy. Where there is a requirement to change the roster of an Employee on Roster F, TZV will, where practicable, grant reasonable requests to mitigate the impact of the roster change on the Employee.
- 15.8 Current employees will be offered the first opportunity to move to any part-time, non-standard rosters prior to their advertisement externally.
- 15.9 After twelve months' employment, Employees who are not engaged full-time may request conversion to Full-time employment. TZV will not unreasonably refuse this request.
- 15.10 After twelve months' employment, Call-Takers who are engaged on a Nonstandard Roster may request conversion to a Standard Roster. TZV will not unreasonably refuse this request.
- 15.11 Roster C is a legacy roster currently in operation for a group of Employees whose Primary Stream is Fire and who are located at Ballarat. No additional Employees will be employed on Roster C and the parties agree the following terms will apply in relation to existing Employees on Roster C.
  - 15.11.1 Any Fire Call-taker who was on Roster C at the commencement of this Agreement may choose to preserve their entitlement to work on Roster C for the time that they are a fire Call-taker.
  - 15.11.2 Any Fire Call-taker who was on Roster C at the commencement of the previous 2019 Agreement may choose to preserve their entitlement to work on Roster C if they become a fire Dispatcher within the first three years of this Agreement. This entitlement will be preserved for the period that the Employee holds a primary fire Dispatcher role.
- 15.12 Rosters will be posted at least 8 weeks in advance. Notice of any amendments will be provided with at least 8 weeks' written notice and will be given to the Employee during paid working hours.
- 15.13 Temporary changes to an individual Employee's shift(s) will be achieved by mutual agreement between TZV and the Employee as far as is practicable.
- 15.14 Call Takers on Roster F will not be discriminated against with respect to their ability to achieve career progression to Dispatch. TZV will consult with the Employee and seek to achieve as much alignment between their Call-Taking Roster and their Dispatch roster as practicable, except where the Employee requests to move to a Standard Roster.
- 15.15 **Ballarat Fire Roster**
  - 15.15.1 TZV commits to completing a review of the rostering arrangements in Ballarat for Fire during the third year of this Agreement.
  - 15.15.2 The review will be conducted by an independent person, to be agreed upon by TZV and the Unions.

- 15.15.3 The terms of reference of the review will be agreed upon by TZV and the Unions prior to the commencement of the review, and this agreement will be facilitated by the independent person.
- 15.15.4 A working group will be established to support the work of the independent person and will consist of:
- (a) representatives from TZV; and
  - (b) two representatives from each Union (with no more than one operational delegate from each Union).
- 15.15.5 The working group will meet on a regular basis (fortnightly as required) to discuss and review the rostering arrangements in Ballarat Fire, including the past use of both Roster A and Roster C as Standard Rosters. This will include assessment of:
- (a) the functionality and merits of Roster A;
  - (b) the functionality and merits of Roster C;
  - (c) the impacts of Rosters A and C on TZV's capacity to deploy resources in response to demand, including during the Fire Danger Period and during times of heightened fire danger;
  - (d) the impacts of Rosters A and C on employees, including work/life balance; and
  - (e) comparative budget impacts, including staffing impacts of Rosters A and C.
- 15.15.6 TZV will provide relevant data and information in a timely manner.
- 15.15.7 The working group will attempt to achieve consensus on recommendations, including recommendations about whether Roster A or Roster C should be the Standard Roster in Ballarat Fire. Where consensus is not possible, the independent person will determine the recommendations.
- 15.15.8 TZV will consider and respond in writing to the recommendations within 30 days of receiving them. For the avoidance of doubt, whilst TZV commits to considering any and all recommendations of the review, nothing in this clause requires TZV to make any changes which would not be possible due to Government budget allocations, funding, legislation, ESO processes or operational requirements.

#### 15.16 **Williams Landing Ambulance 42-hour roster**

TZV will establish a 42 hour per week ERTCOMM Standard Roster option at Williams Landing in consultation with the Unions, subject to the following:

- 15.16.1 an expression of interest (**EOI**) will be available over the first 12 months from the commencement of the Agreement, with WILSECC Employees to determine whether WILSECC Employees desire to move to a 42 hour roster;
- 15.16.2 the EOI being sent out to other Centres if there is not enough Team Leaders or Assistant Team Leaders from WILSECC who have expressed an interest;
- 15.16.3 the EOI process as described above identifying enough interest to establish a team or teams, which include two Assistant Team Leaders and one Team Leader; and
- 15.16.4 if during the life of the Agreement TZV considers changes to a 24/7 rostering/operational model in Williams Landing Ambulance, it will operate on the principle of creating and offering Standard Rosters to employees at WILSECC as a first priority

#### 15.17 **Williams Landing Ambulance shift breaks**

TZV will review current roster arrangements to consider any reported fatigue issues arising from the 10-hour break following shifts.

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### **16 Coverage and Staffing Levels**

- 16.1 In order to ensure that the levels specified in TZV's Scheduling, Deployment and Staffing Levels Policy are met, TZV will take all reasonable steps including the following (in no particular order):
- 16.1.1 offer shift change/swift swap by mutual agreement;
  - 16.1.2 offer Overtime in compliance with TZV guidelines; and
  - 16.1.3 utilise Multi-skilled Employees on shift.
- 16.2 Staffing levels will be regularly reviewed throughout roster periods.
- 16.3 Whilst the Scheduling, Deployment and Staffing Levels Policy may be amended from time to time during the life of the Agreement, TZV will consult concerning any proposed amendments in accordance with clause 32 (Consultation regarding Workplace Reform), given the significance of the policy.
- 16.4 Where amending of staff levels is required, TZV will advise the impacted Employees and the Unions as soon as possible.
- 16.5 A dispute about the implementation and/or a variation of the TZV Scheduling, Deployment and Staffing Levels Policy may be escalated to Step 3 of the Disputes Settlement Procedure (clause 66.1.3(c)). However, the dispute may not be arbitrated under clause 66.2 where the amendments are required due to significant changes to Government budget allocations, funding, legislation or ESO processes. For the avoidance of doubt, a dispute about multi-selecting, channel charts and/or channel patching arrangements is not a significant change covered by the exemption from arbitration.
- 16.6 When a dispute is notified in relation to a variation of the TZV Scheduling, Deployment and Staffing Levels Policy following consultation in accordance with clause 32 (Consultation regarding Workplace Reform), the dispute will not be limited to TZV's compliance with its consultation obligations.

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### **17 Career Break**

#### **17.1 80/20 Career Break**

- 17.1.1 TZV will commence a trial in the second year of this Agreement for mature age workers to apply for an 80/20 Career Break working arrangement.
- 17.1.2 The 80/20 initiative will allow employees participating in the trial as part of an agreed road to retirement plan to work for 4 years and receive 80% of their salary and then take the 5th year off work with pay.
- 17.1.3 The full arrangements of the initiative will be contained in TZV's Leave Policy.

#### **17.2 Career Break**

- 17.2.1 A Career Break is an extended period of leave without pay for up to 12 months for purposes such as:
- (a) study;



- (b) extended travel;
- (c) attending to family responsibilities or other personal circumstances;
- (d) significant social or community responsibility;
- (e) military service; and/or
- (f) another relevant reason.

17.2.2 In considering your application for a Career Break, the Employer will take into account:

- (a) your length of service (a minimum period of two years' service applies, unless there are extenuating circumstances);
- (b) your work performance;
- (c) your reasons for the application; and
- (d) the impact of your leave on the business.

17.2.3 A request to grant Career Break will not be unreasonably withheld.

17.2.4 Approval of an application for a Career Break requires that any available paid leave be taken prior to the commencement of the leave without pay (exemptions on case by case basis). A Career Break will be granted by taking into account the Employee's individual circumstances and by mutual agreement.

17.2.5 A Career Break does not break your continuity of service but is not to be taken into account in calculating your service for any purpose. This would include, without limitation, long service leave, annual leave, redundancy pay, personal/carer's leave and notice of termination. For the avoidance of doubt, you do not accrue any leave entitlements during any unpaid period of career break.

17.2.6 During a Career Break, an employee must seek TZV's approval before being involved in a private business or engaging in paid employment which may lead to a conflict of interest. Failure to seek approval may constitute a breach of clause 23.2 of the Agreement and the Employee's employment obligations and may lead to disciplinary action up to and including termination of employment.

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## **18 Annual Leave Review**

- 18.1 TZV is committed to recognition of the Employees covered by this Agreement as professional emergency services workers. This includes recognition of the need for responsiveness and adaptability to meet community needs and the significant mental load associated with the work.
- 18.2 The parties agree that access to leave is critical to addressing these matters. The parties will explore options for improving leave and access to leave over the life of the Agreement.
- 18.3 To facilitate such discussions a review will occur of current TZV annual leave entitlements and access arrangements when compared to the arrangements in other Victorian emergency services – for example, various other leave entitlements are bundled with annual leave entitlements linked to rolled up rates. The review will commence no later than 1 July 2026 with the aim of completion six months prior to the nominal expiry of the Agreement.
- 18.4 The review will be overseen by a working group with representatives from TZV and two representatives from each Union (no more than one operational delegate from each Union), one representative from

Emergency Management Victoria and one representative from Industrial Relations Victoria.

18.5 The review will commission independent research to support the review.

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## **19 Payment of Wages**

- 19.1 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 TZV).
- 19.2 Where an underpayment is identified that constitutes at least 30% of an Employee's total gross pay, an out of cycle payment will be made the following business day if payroll has received all necessary information and approvals to process the payment. An out of cycle payment is a payment not made in the course of the fortnightly payments referenced in clause 19.1. The out of cycle payment will not be required to be made if the relevant Employee has not submitted requested documentation or required evidence in time to process payment in the normal pay cycle.
- 19.3 All other underpayments will be rectified in accordance with TZV's Out of Cycle Payments Guidelines.

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## **20 Payment for Late Notice of a Temporary Shift Change**

- 20.1 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 Appropriately Authorised Officer of TZV, TZV will pay the Employee 1 hour Overtime per day (time and one half) until the 5 day notice period has lapsed.
- 20.2 For the avoidance of doubt:
- 20.2.1 this payment applies if a representative of TZV requests the shift swap within the 5 day period;
  - 20.2.2 this payment will not be paid if an Employee requests to work a change of shift; and
  - 20.2.3 a "day" means 24 hours prior to the commencement of the shift.

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## **21 Multi-skilled Employees**

### **21.1 Multi-skill training**

- 21.1.1 TZV is committed to significantly increasing its Multi-skilled workforce and will increase multi-skilling opportunities in the manner set out in its newly developed Multi-skill Policy and Guideline.
- 21.1.2 During the life of the Agreement, Eligible Employees will have the opportunity to gain at least two additional skills above their two Primary Stream call-taking Skills through two rounds of Multi-skill training.

### **21.2 Maintenance Hours**

- 21.2.1 In recognition of the specialist skills involved in maintaining multi-skilling, TZV may require a Multi-skilled Employee to work part of a shift, a shift, a part rotation, or rotation of shifts in their additional Multi-skill Service. TZV commits to provide the following Maintenance Hours:
- (a) Full-time Call-takers – 12 hours during every three rotations in their additional service;

- (b) Full-time Dispatchers – 24 hours during every three rotations in their additional service. TZV will use best endeavours to roster these hours consecutively; and
- (c) Part-time Employees – hours on a pro-rated basis compared to their Full-time equivalents in their additional service.

21.2.2 In the event that TZV cannot provide the applicable Maintenance Hours outlined in clause 21.2.1 for operational reasons, TZV will notify the relevant Multi-skilled Employee as soon as practicable and arrange an alternative time for them to perform their remaining Maintenance Hours.

21.2.3 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, TZV commits to the following:

- (a) 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
- (b) 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 TZV may, by mutual agreement, determine when the remaining Maintenance Hours are performed. Any travel will be in accordance with clause 10 (Location).

21.2.4 TZV shall use its best endeavours to ensure that the Maintenance Hours outlined at clause 21.2 above will not be interrupted.

21.2.5 TZV is not required to comply with clause 21.1 if an Employee is on any type of leave, absent on workers compensation or subject to performance management.

21.2.6 When an Employee is training / consolidating in an additional service, TZV will provide an Employee with 12 hours in their Primary Stream.

21.2.7 TZV 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.

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## **22 Duties**

22.1 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.

22.2 Because of the nature of the services provided by TZV to its Customers and the recognised need to maintain emergency communication services without interruption, Employees shall provide coverage as and when requested by TZV, regardless of planned rostering arrangements. Such coverage shall not be unreasonably requested or withheld and will be subject to clause 29.2 (reasonable overtime clause).

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## **23 Exclusivity of Employment**

23.1 For the duration of employment with TZV, 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 TZV duties and responsibilities.

- 23.2 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 TZV, or in any other way engage in any business or employment which may lead to a conflict of interest with TZV.

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## **24 Employee Development and Training**

- 24.1 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.
- 24.2 TZV 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.
- 24.3 Within six months of the commencement of the Agreement, the parties will finalise through consultation, the new Workplace Trainer Model. The model will be made up primarily of on shift training delivery and will include the definition of the role, duties/roles, duration of off shift periods, time allocation to perform duties outside of course delivery, professional development time, supervision and transition arrangements. The model will be included in TZV's Training Policy.
- 24.4 The length of course, learner/trainer ratios and breaks between courses are specified in TZV's Training Policy.
- 24.5 The Workplace Trainer Model will include the following:
- 24.5.1 the training model will consist primarily of training conducted by On-Shift Workplace Trainers (with limited training being conducted by Off-Shift Workplace Trainers) and will include definitions for the duties/roles, duration of off-shift training periods, time allocation to perform duties outside of course delivery, professional development time, supervision and transition arrangements;
  - 24.5.2 current Off-Shift Workplace Trainers will retain their present entitlements and working arrangements (unless varied by agreement);
  - 24.5.3 all future trainers will be paid entitlements including equivalent shift allowances, retain access to ROT/WIL and will not be worse off during the periods they are rostered off-shift for training or training related duties (with no impact to current On-Shift Workplace Trainer conditions);
  - 24.5.4 no new On-Shift Workplace Trainers will be moved off-shift permanently;
  - 24.5.5 Workplace Trainers will be selected for training/assessment work at least eight weeks in advance (inclusive of any requirement to change their roster to complete off-shift training duties) and will be provided equitable opportunities to conduct training and assessment;
  - 24.5.6 Workplace Trainers will be provided with a minimum break of 60 hours when moving back on shift after off-shift training; and
  - 24.5.7 where a Workplace Trainer has a Cert IV, they will be given preference as lead trainer or assessor.
- 24.6 Proposed changes to the TZV Training Policy, including those to the Workplace Trainer Model in clause 24.5, will be subject to consultation with the parties to this Agreement pursuant to the consultative arrangements under clause 32 (Union Consultative Committee) within six months of the commencement of this Agreement.
- 24.7 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, TZV'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 TZV's expense.

24.8 Selection for training will be on an equitable basis, subject to the provisions of clause 24.7.

24.9 Assessments will not occur between 23:00 and 06:00 and Training may only occur between 23.00 and 06:00 with the agreement of the WPT and the participants.

#### 24.10 **Training Accreditation**

As a Registered Training Organisation, TZV will accommodate the training and accreditation of all TZV Employees in call-taking and dispatching competencies to Certificate III (or as updated by the Victorian Registration Qualifications Authority (**VRQA**)), and a Diploma of Management or equivalent for Team Leaders, as determined by the VRQA or its successor during the life of this Agreement. As set out in Schedule 1 of the Agreement, the education and training requirements of Team Leaders and Assistant Team Leaders are to be reviewed within the first 12 months of commencement of the Agreement.

#### 24.11 **Continuing Education**

##### 24.11.1 *Education Assistance*

- (a) TZV support for continuing education may be available subject to existing TZV policy. This is subject to the course being approved by TZV as relevant to the Employee's career development within TZV.
- (b) Assistance can be provided for reimbursement of costs associated with tuition fees and prescribed textbooks and materials up to the limits prescribed in the policy.

##### 24.11.2 *Study Leave*

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

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## 25 **Fire Calls to Police**

25.1 The practice of Police Call-Takers processing misdirected fire calls will be reviewed within 6 months of the commencement of the Agreement.

25.2 The review will be undertaken in consultation with the UCC and stakeholders.

25.3 Should the review identify alternative work practices that do not adversely impact safety and operational responsiveness, the current practice will be ceased in favour of those arrangements.

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## 26 **Classifications and Remuneration**

### 26.1 **Increases to remuneration**

Over the life of this Agreement, Employee remuneration will increase as follows:

- 3% from the first full Pay Period on or after 3 April 2024;
- 3% from the first full Pay Period on or after 3 April 2025;

- 3% from the first full Pay Period on or after 3 April 2026; and
- 3% from the first full Pay Period on or after 3 April 2027.

## 26.2 **Classifications and rates of pay**

Refer to Schedule 1 for classifications and rates of pay under this Agreement.

## 26.3 **Sign on payment**

A one-off \$5,553 payment will be made to all permanent Employees covered by this Agreement at its commencement, with the payment to be pro-rated for part-time employees. Employees whose substantive role is covered by this Agreement but who are seconded to a role covered by the *Emergency Services Telecommunications Authority Support Staff Enterprise Agreement 2021* will be eligible for the payment, provided that they have not received a like payment under that agreement. Casual Employees will not be eligible for this payment.

## 26.4 **Mentors and the Mentor Allowance**

- 26.4.1 Mentors must have 12 months' experience and/or Final Qualification Assessment (whichever happens later) prior to mentoring in a Skill of that service.
- 26.4.2 The parties will endeavour to determine the qualification to be a Mentor through consultation between the parties within six months of the commencement of this Agreement. This will include how the training to obtain the qualification is delivered and accessed. Until new arrangements are determined, the status quo will apply, and Mentors will need to complete the current qualification as set by TZV.
- 26.4.3 The qualification required will be meaningful but not onerous and will be tailored to the specific requirements of TZV as far as is practicable.
- 26.4.4 New Mentors will be required to complete the relevant training qualification within six months of becoming a Mentor, or within six months of the relevant qualification becoming available, whichever is the later.

## 26.5 **Mentor Allowance**

- 26.5.1 A Mentor Allowance shall be paid to all TZV accredited Mentors while they are performing their mentoring duties.
- 26.5.2 The Mentor Allowance will commence at \$7.00 per hour and will increase by 3% per annum as follows:
- from the first full Pay Period on or after 3 April 2025 — \$7.21;
  - from the first full Pay Period on or after 3 April 2026 — \$7.42; and
  - from the first full Pay Period on or after 3 April 2027 — \$7.64.

## 26.6 **Hourly Rate**

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

$$\frac{\text{gross annual salary}}{\text{average Full-time Ordinary Hours per annum}} = \$ \text{ hourly rate}$$

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

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## 27 Shift Penalties

27.1 The following shift penalties apply:

Shift	Definition	Rate
Afternoon (Monday to Friday)	<ul style="list-style-type: none"><li>• A shift commencing after noon where at least half of the shift is worked after 6 pm.</li><li>• 11am to 11pm shift or 11.30am to 11.30pm shift</li></ul>	15%
Weekday Night (Except where Friday Night, Saturday, Sunday or Public Holiday rates apply)	<ul style="list-style-type: none"><li>• Where at least half of the shift is worked after 11pm on a weekday.</li></ul>	35%
Friday Night	<ul style="list-style-type: none"><li>• A shift commencing on Friday night where at least half of the shift is worked after midnight.</li></ul>	60%
Saturday	<ul style="list-style-type: none"><li>• Where at least half of the shift is worked on Saturday, except where:<ul style="list-style-type: none"><li>○ the shift meets the definition of a Friday Night shift and the Friday Night rate applies; or</li><li>○ an equal number of hours are worked before and after midnight Saturday and the Sunday rate applies.</li></ul></li></ul>	50%
Sunday	<ul style="list-style-type: none"><li>• Where at least half of the shift is worked between midnight Saturday and midnight Sunday.</li><li>• 6:30pm Sunday to 6:30am Monday shift.</li><li>• 7pm Sunday to 7am Monday shift.</li></ul>	100%
Public Holiday	<ul style="list-style-type: none"><li>• Where at least half of the shift is performed on the public holiday.</li><li>• Where the shift commences at 6:30pm on the Public Holiday and concludes at 6:30am the following day.</li><li>• Where the shift commences at 7pm on the Public Holiday and concludes at 7am the following day.</li></ul>	150%

### 27.2 Shift Penalty Application

- 27.2.1 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 (Week in Lieu) accrue.
- 27.2.2 Penalties are applied to the Ordinary Hours rate for the shift.
- 27.2.3 Penalties are not payable during periods of leave (except for Clause 43 Blood Donation Leave).
- 27.2.4 Penalties are not payable during periods of Overtime.
- 27.2.5 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 TZV 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.

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## **28 Higher Duties**

- 28.1 Employees engaged temporarily in duties of a classification higher than their own, will be paid the higher ECO classification rate in accordance with Schedule 1 of this Agreement, provided the higher duties are performed for at least two hours in the shift. A period of higher duties will not count for the purpose of accruing years of service in the higher duties role.
- 28.2 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.
- 28.3 An Employee selected as an Assistant Team Leader will be paid at the starting Team Leader rate of pay (Level ECO7.1) when acting in the Team Leader position.

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## **29 Overtime**

- 29.1 Subject to clause 29.5, Overtime, except for Overtime worked between Friday 1800 and Monday 0700, 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. All Overtime worked between Friday 1800 and Monday 0700 will be paid at double time.
- 29.2 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:
- 29.2.1 any risk to Employee health and safety;
  - 29.2.2 the Employee's personal circumstances including any family responsibilities;
  - 29.2.3 the needs of the workplace or enterprise;
  - 29.2.4 the notice (if any) given by TZV of the Overtime and by the Employee of their intention to refuse it; and
  - 29.2.5 any other relevant matter.
- 29.3 An Employee recalled to work Overtime after leaving work shall be paid a minimum of four hours at Overtime rates. Where an Employee requests to commence a shift early, they shall be paid Overtime only for the hours worked prior to the normal shift commencement.
- 29.4 Except as provided in clause 51.5, 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.
- 29.5 Overtime worked on a Public Holiday or Alternative Public Holiday in excess of the ordinary rostered hours will be paid at triple ordinary time.
- 29.6 An Employee may elect to take time off normal rostered duty in lieu of Overtime ("Overtime time in lieu"), subject to the following:
- 29.6.1 the time off granted would be no more than the actual time worked;
  - 29.6.2 an Employee may take a maximum of two days at a time;



- 29.6.3 an Employee may bank a maximum of four days / shifts in total;
  - 29.6.4 the time off may be taken at a time agreed between the Employee and the relevant Appropriately Authorised Officer of TZV, and must take into consideration operational requirements; and
  - 29.6.5 the granting of the time off will not be unreasonably refused.
- 29.7 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 TZV training, and, for the period of that change the amount of “rostered 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.
- 29.8 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.
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### **30 Meal Allowance**

- 30.1 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.
- 30.2 The allowance of \$25.47 per occasion will increase by 3% per annum as follows:
- 30.2.1 from the first full Pay Period on or after 3 April 2025— \$26.23;
  - 30.2.2 from the first full Pay Period on or after 3 April 2026— \$27.02; and
  - 30.2.3 from the first full Pay Period on or after 3 April 2027— \$27.83.
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### **31 Professional Indemnity**

- 31.1 An insurance cover for professional indemnity is provided for all Employees. The cost is borne by TZV.
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### **32 Consultation regarding Workplace Reform**

- 32.1 Where TZV intends to carry out a substantial change in operations, including:
- 32.1.1 a material change to the manner in which work is organised and/or where work is performed; and/or
  - 32.1.2 the introduction of new or upgraded equipment; and/or
  - 32.1.3 the need for new skills and/or responsibilities and/or retraining or redeployment; and/or
  - 32.1.4 substantial variations to shift rosters, total working hours, total number of working days; and/or
  - 32.1.5 rest breaks; and/or
  - 32.1.6 reduction in the number of Employees: and/or

- 32.1.7 staffing levels as per TZV's Scheduling, Deployment and Staffing Levels Policy, the Employees affected and their Union or other representative will be advised in writing as soon as practicable.
- 32.2 Thereafter, appropriate consultation (including on termination and change), will occur between the parties. TZV 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.
- 32.3 TZV will respond to any alternative proposals in writing providing reasons for their rejection or acceptance of the proposal or part thereof.
- 32.4 Where, after consultation, the proposed change/s is/are to be implemented, TZV will provide all the training and assistance necessary to assist the Employee/s to meet their performance objectives in the changed environment.
- 32.5 The following process will apply for any:
- 32.5.1 substantial variation to shift rosters in Rosters A, B, C, D or E, including total working hours, total number of working days; and
  - 32.5.2 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):
    - (a) Variation will be by agreement with the majority (50%+1) of Employees affected.
    - (b) 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.
    - (c) The process for conducting, returning and counting the ballots shall be agreed between the parties to this Agreement for each ballot.
- 32.6 It is not intended that variations to normal day-to-day rostering arrangements for individual Employees be included in this clause.
- 32.7 Substantial variations to shift roster arrangements for Employees who are on Roster F will be dealt with consistent with the TZV Scheduling, Deployment and Staffing Levels Policy and clause 15.6. If, following consultation in accordance with this policy, objections to amended or altered rosters remain, they shall be dealt with in accordance with the Settlement of Disputes process in clause 66.
- 32.8 Fire Services Reform**
- The parties acknowledge that Victorian fire services have been undergoing major reform since 1 July 2020. Where this existing reform process will result in any further impact to employees covered by this Agreement, the parties agree to consult on those changes as per this clause of the Agreement. TZV will ensure that any change to Employee conditions as a result of these reforms will not leave any employee disadvantaged in their entitlements under this Agreement.

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### **33 Right to Disconnect**

- 33.1 Employees are not required to monitor, read or respond to work emails, telephone calls or text messages outside of their working hours, save for time-sensitive communications during emergency circumstances.
- 33.2 No Employee will be treated detrimentally because they reasonably failed to respond to communications outside of their working hours, noting that an Employee may miss opportunities to work additional hours if they do not respond to correspondence.

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## **34 Annual Leave**

- 34.1 TZV is committed to improving access to planned annual leave for its operational workforce. TZV's Leave Policy sets out the current arrangements that TZV will utilise to provide the operational workforce with equitable access to leave.
- 34.2 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).
- 34.3 Such leave shall be taken at a mutually agreed time, as far as practicable, subject to:
- 34.3.1 annual leave cannot be taken in the first three months of employment, unless authorised by an Appropriately Authorised Officer of TZV;
  - 34.3.2 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 an Appropriately Authorised Officer of TZV;
  - 34.3.3 the time at which annual leave is taken shall be fair and equitable to all Employees and shall take into consideration TZV's operational requirements.
- 34.4 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 of employment.
- 34.5 Employees may apply to cash out annual leave subject to the following:
- 34.5.1 after the annual leave has been cashed out, a balance of at least four weeks accrued annual leave entitlement must remain;
  - 34.5.2 each cashing out of a particular amount of paid annual leave must be by separate agreement in writing between TZV and the Employee;
  - 34.5.3 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
  - 34.5.4 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.
- 34.6 Any arrangement to cash out annual leave is subject to approval from an Appropriately Authorised Officer of TZV, which will not be unreasonably withheld.

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## **35 Annual Leave Loading**

- 35.1 A 17.5% annual leave loading is payable in respect of all annual leave.
- 35.2 The loading is payable proportionately with each period of leave taken.

- 35.3 Employees who cease their employment will receive a pro rata payment in lieu in accordance with their payment for annual leave not taken.
- 35.4 The loading is calculated as 17.5% of the gross Base Salary for the total period of leave taken.

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## **36 Long Service Leave**

- 36.1 An Employee is entitled to a pro rata amount of long service leave on completing seven years continuous employment with TZV, ESTA, ECV and Intergraph BEST (Vic) Pty Ltd. The leave may be taken in accordance with the key provisions below, the *Long Service Leave Act 2018* (Vic) and TZV's Leave Policy.
- 36.2 Where an Employee's employment is ended for any reason, and the Employee has completed at least 5 but less than seven years continuous service with TZV, ESTA, ECV and Intergraph BEST (Vic) Pty Ltd, the Employee is entitled to payment of long service leave in respect of that service.
- 36.3 Long Service Leave shall accrue as follows:
- 36.3.1 For service prior to 1 October 2003 – long service leave shall be in accordance with the *Long Service Leave Act 1992* (Vic), i.e. at the rate of 13 weeks leave on ordinary pay on completing 15 years continuous employment with TZV, ESTA, ECV and Intergraph BEST (Vic) Pty Ltd.
  - 36.3.2 For service after 1 October 2003 – at the rate of 13 weeks leave on ordinary pay on completing 10 years continuous employment with TZV, ESTA, ECV and Intergraph BEST (Vic) Pty Ltd.
- 36.4 Continuity of service for the purpose of calculating long service leave will not be broken by any of the circumstances detailed in Part 2 section 13 of the *Long Service Leave Act 2018* (Vic).
- 36.5 The "ordinary pay" for long service leave shall be as defined in part 2 section 15 of the *Long Service Leave Act 2018* (Vic).
- 36.6 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.
- 36.7 Long service leave does not include any public holiday or annual leave occurring during the period when the long service leave is taken.
- 36.8 An Employee, by agreement with TZV, may take double the period of long service leave at half the rate of pay. The agreement shall have regard to the needs of the Employee and TZV's operational requirements.
- 36.9 For those Employees engaged by TZV after the commencement of this Agreement, TZV will recognise an Employee's prior service within the Victorian Public Service for 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, TZV 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 TZV for the purposes of calculating the Employee's long service leave entitlement.

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## 37 Parental Leave

### 37.1 Application

Full time, part time and Eligible Casual Employees are entitled to paid parental leave under this clause if:

- 37.1.1 the leave is associated with:
- (a) the birth of a child of the Employee or the Employee's Partner; or
  - (b) the placement of a child with the Employee for adoption; or
  - (c) the placement of a child under a permanent care order; and
- 37.1.2 the Employee has or will have a responsibility for the care of the child.

### 37.2 Definitions

For the purposes of this clause:

- 37.2.1 **Eligible Casual Employee** means a casual Employee:
- (a) employed by the Employer on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve months; and
  - (b) who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- 37.2.2 **Continuous Service** is work for the Employer on a regular and systematic basis (including any period of authorised leave).
- 37.2.3 **Child** means:
- (a) in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Partner;
  - (b) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:
    - 37.2.3.b.1 who is, or will be, under 16 as at the day of placement, or the expected day of placement;
    - 37.2.3.b.2 has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
    - 37.2.3.b.3 is not (otherwise than because of the adoption) a child of the Employee or the Employee's Partner.
- 37.2.4 **Partner** means a Spouse or other de facto partner (of any sex/gender identity).
- 37.2.5 **Primary Caregiver** in relation to paid parental leave means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's primary carer on a particular day.
- 37.2.6 **Secondary Caregiver** in relation to paid parental leave means a person who has parental responsibility for the Child but is not the Primary Caregiver.

37.2.7 **Spouse** includes a de facto spouse, former spouse or former de facto spouse.

### 37.3 Summary of parental leave entitlements

Parental leave entitlements in this clause are summarised in the following table, noting that the table focuses primarily on paid leave entitlements rather than the unpaid entitlements available under the NES.

	Paid leave	Unpaid leave	Total
<b>Primary Caregiver</b>			
More than 12 months service	14 weeks at full pay (or 28 weeks at half pay)	Up to 38 weeks	52 weeks
Less than 12 months service	-	Up to 52 weeks	52 weeks
Eligible casual employee	-	Up to 52 weeks	52 weeks
<b>Secondary Caregiver</b>			
More than 12 months service	2 weeks	Refer FW Act	2
More than 12 months service <b>and</b> takes over the primary responsibility for the care of the Child within the first 13-weeks	Up to 8 weeks (in addition to 2 weeks' immediately above).	-	-
Less than 12 months service	-	-	-
Eligible casual employee	-	-	-
<b>Permanent care leave</b>			
More than 12 months service	14 weeks at full pay (or 28 weeks at half pay)	Up to 38 weeks	52 weeks
Less than 12 months service	-	Up to 52 weeks	52 weeks

### 37.4 Unpaid parental leave

Unpaid parental leave is available to all Employees in accordance with the NES.

### 37.5 Paid parental leave – Primary Caregiver

- 37.5.1 An Employee who has, or will have, completed at least twelve months Continuous Service and who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:
- (a) 14 weeks paid parental leave; and
  - (b) up to 38 weeks unpaid parental leave.
- 37.5.2 Only one parent can receive Primary Caregiver paid parental leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver paid parental leave entitlements:
- (a) if their Partner is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child;
  - (b) if their Partner has received, or will receive, paid maternity leave, primary caregiver entitlements, or a similar entitlement, from their employer; or
  - (c) if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child, unless they meet the requirements under clause 37.7.
- 37.5.3 A period of paid parental leave taken in accordance with this clause must be for a single continuous period.

#### **37.6 Paid parental leave – Secondary Caregiver**

- 37.6.1 An Employee who has, or will have, completed at least twelve months Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 2 weeks' paid parental leave.
- 37.6.2 Only one parent can receive Secondary Caregiver paid parental leave entitlements in respect to the birth or adoption of their Child.
- 37.6.3 An Employee cannot receive Secondary Caregiver paid parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

#### **37.7 Additional paid leave for Secondary Caregiver**

- 37.7.1 A Secondary Caregiver is entitled to up to an additional 8 weeks' paid leave within the first 13 weeks of the date of birth or adoption of the Child provided that:
- (a) the Secondary Caregiver assumes primary responsibility for the care of a child, by meeting the Child's physical needs more than anyone else; and
  - (b) the Secondary Caregiver's Partner is not concurrently taking primary responsibility for the care of the Child or receiving paid parental leave, primary caregiver entitlements or a similar entitlement from their employer.
- 37.7.2 To access additional paid leave, the Employee must have been eligible for paid Secondary Caregiver leave at the time of the birth or adoption of the Child, irrespective of when the Employee elects to take the paid leave under this clause.
- 37.7.3 TZV may ask for evidence to support that the Employee is entitled to leave under these provisions. This may involve the Employee being required to provide a statutory declaration attesting to, amongst other things, their eligibility for Secondary Caregiver leave and any particulars of the leave being taken by the Employee's Partner.

### 37.8 Pre-adoption leave

- 37.8.1 An Employee seeking to adopt a Child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.
- 37.8.2 The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two shifts unpaid leave.
- 37.8.3 Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.
- 37.8.4 The Employer may require the Employee to provide satisfactory evidence supporting the leave.

### 37.9 Permanent care leave

If, pursuant to the *Children, Youth and Families Act 2005 (Vic)* or any successor to that legislation, an Employee (other than a casual Employee), is granted a permanent care order in relation to the custody or guardianship of a child and the Employee is the Primary Caregiver for that child, the Employee will be entitled to 14 weeks' at full pay (or 28 weeks at half pay) paid leave at a time to be agreed with the Employer.

### 37.10 Continuing to work while pregnant

- 37.10.1 The Employer may require a pregnant Employee to provide a medical certificate stating that the Employee is fit to work their normal duties where the Employee:
  - (a) continues to work within a six-week period immediately prior to the expected date of birth of the child; or
  - (b) is on paid leave under clause 37.12.2.
- 37.10.2 The Employer may require the Employee to start parental leave if the Employee:
  - (a) does not give the Employer the requested certificate within seven days of the request; or
  - (b) gives the Employer a medical certificate stating that the Employee is unfit to work.

### 37.11 Personal/carer's leave

A pregnant Employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with clause 39.

### 37.12 Transfer to a safe job

- 37.12.1 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.
- 37.12.2 If there is no safe job available, the employee is entitled to take paid no safe job leave, or the Employer may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:
  - (a) when the Employee is certified unfit to work during the six-week period before the



expected date of birth by a registered medical practitioner; or

- (b) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.

37.12.3 The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

### **37.13 Special parental leave**

Where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living child after the completion of 20 weeks, the Employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under clause 37.3 and thereafter, to unpaid special parental leave. Unpaid special parental leave is otherwise available in accordance with the NES.

### **37.14 Notice and evidence requirements**

37.14.1 An Employee must give at least 10 weeks' written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:

- (a) that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;
- (b) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Partner; and
- (c) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.

37.14.2 At least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in clause 37.14.1, unless it is not practicable to do so.

37.14.3 The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:

- (a) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
- (b) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.

37.14.4 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

### **37.15 Commencement of parental leave**

37.15.1 An Employee who is pregnant may commence Primary Caregiver parental leave at any time within 14 weeks prior to the expected date of birth of the Child. The period of parental leave must commence no later than the date of birth of the Child.

37.15.2 In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.

- 37.15.3 Secondary caregiver parental leave may commence on the day of birth or placement of the Child.
- 37.15.4 The Employer and Employee may agree to alternative arrangements regarding the commencement of parental leave.
- 37.15.5 Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

### **37.16 Single period of parental leave**

Parental leave is to be available to only one parent at a time, in a single unbroken period, except in the case of concurrent leave.

### **37.17 Employee couple — concurrent leave**

- 37.17.1 Two Employees covered by this Agreement who are eligible for paid parental leave under clause 37.3 may take up to one week of paid concurrent leave in connection with the birth or adoption of their Child.
- 37.17.2 Employees are otherwise entitled to unpaid concurrent leave in accordance with the National Employment Standards.
- 37.17.3 Concurrent leave may commence one week prior to the expected date of birth of the Child or the time of placement in the case of adoption.

### **37.18 Parental leave and other entitlements**

- 37.18.1 An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 37.20.2.
- 37.18.2 Where a Public Holiday occurs during a period of paid parental leave, the Employee will receive payment as per clause 41 at their Hourly Rate of Pay (pro-rated for Part-time Employees based on their Ordinary Hours).
- 37.18.3 Unpaid parental leave under clauses 37.4, 37.6, 37.20 and 37.22 shall not break an Employee's continuity of employment. While on unpaid parental leave, no annual leave or personal/carer's leave accrues.
- 37.18.4 Paid personal/carer's leave is not available during unpaid parental leave.

### **37.19 Keeping in touch days**

- 37.19.1 During a period of parental leave an Employer and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.
- 37.19.2 Keeping in touch days must be agreed and be in accordance with section 79A of the FW Act.

### **37.20 Extending parental leave**

- 37.20.1 *Extending the initial period of parental leave*
  - (a) An Employee who is on an initial period of parental leave of less than 52 weeks under clause 37.4 or 37.6, may extend the period of their parental leave on one occasion up to the full 52 week entitlement.

- (b) The Employee must notify the Employer in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

#### 37.20.2 *Right to request an extension to parental leave*

- (a) An Employee who is on parental leave under clause 37.4 or 37.6 may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.
- (b) In the case of an Employee who is a member of an employee couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the Employee couple will have taken in relation to the Child.
- (c) The Employee's request must be in writing and given to the Employer at least 4 weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee's Partner will have taken.
- (d) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.
- (e) The Employer must not refuse the request unless the Employer has given the Employee a reasonable opportunity to discuss the request.
- (f) The Employer must give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response must include the details of the reasons for any refusal.

#### 37.20.3 *Total period of parental leave*

- (a) The total period of parental leave, including any extensions, must not extend beyond 24 months.
- (b) In the case of an employee Couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond 24 months. The Employee's entitlement to parental leave under clause 37.4 or 37.6 will reduce by the period of any extension taken by a member of the couple under clause 37.20.

### **37.21 Calculation of pay for the purposes of parental leave**

37.21.1 The calculation of weekly pay for paid parental leave purposes will be based on the average number of Ordinary Hours worked by the Employee over the past six months. The calculation will exclude periods of unpaid parental leave.

37.21.2 The average number of weekly hours worked by the Employee, determined in accordance with clause 37.21.1 above, will be then applied to the annual salary applicable to the Employee's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on parental leave.

37.21.3 Despite clause 37.23.3, an Employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.

#### 37.21.4 *Half Pay*

The Employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

### **37.22 Commonwealth Paid Parental Leave**

Paid parental leave entitlements outlined in this clause are in addition to any payments which may be available under the Commonwealth Paid Parental Leave Scheme.

### **37.23 Returning to Work**

#### *37.23.1 Returning to work early*

- (a) During the period of parental leave an Employee may return to work at any time as agreed between the Employer and the Employee, provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- (b) In the case of adoption, where the placement of an eligible child with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

#### *37.23.2 Returning to work at conclusion of leave*

- (a) At least four weeks prior to the expiration of parental leave, the Employee will notify the Employer of their return to work after a period of parental leave.
- (b) Subject to clause 37.23.2(c), an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 37.12 above, the Employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

#### *37.23.3 Returning to work at a reduced time fraction*

- (a) To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time-fraction until their Child reaches school age, after which time the Employee will generally resume their substantive time-fraction, noting that this provision does not impact on an Employee's right to also make a request for a flexible working arrangement.
- (b) Where an Employee wishes to make a request under clause 37.23.3(a), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

### **37.24 Consultation and communication during Parental Leave**

37.24.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

37.24.2 The Employee shall take reasonable steps to inform the Employer about any significant matter

that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part time basis.

- 37.24.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with clause 37.24.1.

### **37.25 Extended Family Leave**

- 37.25.1 An Employee who is the Primary Caregiver and has exhausted all parental leave entitlements may apply for unpaid Extended Family Leave as a continuous extension to their parental leave taken in accordance with this clause. The total amount of leave, inclusive of parental leave taken in accordance with this clause cannot exceed seven years.
- 37.25.2 The Employee must make an application for Extended Family Leave each year.
- 37.25.3 An Employee will not be entitled to paid parental leave whilst on Extended Family leave.
- 37.25.4 Upon return to work the Employer may reallocate the Employee to other duties.

### **37.26 Replacement Employees**

- 37.26.1 A replacement Employee is an Employee specifically engaged or temporarily acting on higher duties or transferred, as a result of an Employee proceeding on parental leave.
- 37.26.2 Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

### **37.27 Casual Employees**

The Employer must not fail to re-engage a casual Employee because the Employee has accessed parental leave in accordance with this clause. The rights of the Employer in relation to engagement and re engagement of casual Employees are not affected, other than in accordance with this clause.

### **37.28 Assisted Reproductive Leave**

- 37.28.1 A Full-time or Part-time Employee who is undergoing assisted reproductive treatment is entitled to 40 hours of paid leave per year to attend appointments associated with the treatment.
- 37.28.2 A Full-time or Part-time Employee whose partner is undergoing assisted reproductive treatment is entitled to 20 hours of paid leave per year to attend appointments.
- 37.28.3 Appropriate evidence of an appointment may be requested from Employees accessing the above entitlements.

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## **38 Compassionate Leave**

- 38.1 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:
- 38.1.1 contracts or develops a personal illness that poses a serious threat to their life;
- 38.1.2 sustains a personal injury that poses a serious threat to their life; or

- 38.1.3 dies.
- 38.2 An Employee (other than a casual Employee) shall be entitled to a maximum of four shifts paid leave on each occasion when:
- 38.2.1 a child is stillborn, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive; or
- 38.2.2 the Employee, or the Employee's current spouse or de facto partner has a loss of pregnancy (i.e. the pregnancy terminates during the first 20 weeks of pregnancy).
- 38.3 An Employee (other than a casual Employee) shall be entitled to a maximum of one shift paid leave on each occasion an aunt or uncle:
- 38.3.1 contracts or develops a personal illness that poses a serious threat to their life;
- 38.3.2 sustains a personal injury that poses a serious threat to their life; or
- 38.3.3 dies.
- 38.4 If requested by TZV, the Employee must provide evidence (including a death notice, medical certificate or statutory declaration) that the leave is taken for the specified purpose.
- 38.5 Leave without pay may also be granted, in addition, in special circumstances.
- 38.6 Casual Employees are only entitled to compassionate leave without pay in the circumstances outlined at clauses 38.1-38.3 above.
- 38.7 At the discretion of an Appropriately Authorised Officer of TZV, compassionate leave may be granted for family members who do not fall within the definition of Immediate Family outlined above.

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## **39 Personal/Carer's Leave**

- 39.1 Subject to clause 51 (Part-time Employment) an Employee is entitled to 125.4 hours personal / carer's leave per year in accordance with the provisions of clauses 39.2 to 39.4.3 and the following general conditions:
- 39.1.1 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;
- 39.1.2 personal / carer's leave may be taken for part of a single day/shift;
- 39.1.3 unused personal / carer's leave shall be cumulative; and
- 39.1.4 entitlements to personal/carer's leave are not subject to a cash payment on termination of employment.
- 39.2 **Personal Leave**
- 39.2.1 An Employee may take paid personal leave because they are not fit for work because of a personal illness or personal injury affecting the Employee.
- 39.2.2 The evidence requirements are as follows:
- (a) 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.

- (b) 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.

39.2.3 TZV 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.

### **39.3 Carer's Leave**

39.3.1 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:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

39.3.2 The Employee shall, if required, provide evidence that the leave is taken for the specified purpose.

39.3.3 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.

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

39.3.5 For casual Employees, carer's leave is unpaid leave.

### **39.4 Leave Donation**

39.4.1 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, or limited for other personal illness or injury reasons provided that the donating Employee retains a minimum balance of 96 hours personal leave for Full-time Employees (pro rata for Part-time Employees).

39.4.2 Subject to meeting TZV's evidence requirements, an Employee receiving the donated leave is able to access:

- (a) any amount of the donated leave when they are unfit for work due to the long term or chronic personal illness or injury; and/or
- (b) up to 96 hours of donated leave annually for any other personal illness or injury which results in them being unfit for work.

39.4.3 Any request as outlined above must be made in writing and is subject to written approval from an Appropriately Authorised Officer of TZV (which will not be unreasonably withheld).

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## **40 Family and Domestic Violence Leave**

### **40.1 General Principles**

40.1.1 TZV recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, TZV is committed to providing support to Employees that experience Family Violence.

- 40.1.2 Leave for Family Violence purposes is available to Employees who are experiencing Family Violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, Family Violence.

#### 40.2 **Definition of Family Violence**

**Family Violence** includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008* (Vic).

#### 40.3 **Eligibility**

- 40.3.1 Leave for Family Violence purposes is available to all Employees.
- 40.3.2 Casual Employees are entitled to access Family and Domestic Violence Leave in accordance with the NES.

#### 40.4 **General Measures**

- 40.4.1 Evidence of Family Violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse, Lawyer, or a statutory declaration. However, this is at the discretion of an Appropriately Authorised Officer of TZV.
- 40.4.2 All personal information concerning Family Violence will be kept confidential in line with TZV's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- 40.4.3 No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing Family Violence.
- 40.4.4 TZV will commit to introducing contact/s within the workplace who will be trained in Family Violence and associated privacy issues. TZV will advertise the name of any Family Violence contacts within the workplace.
- 40.4.5 An Employee experiencing Family Violence may raise the issue with their immediate supervisor, Family Violence contacts, Union delegate or a People, Culture and Performance representative. The immediate supervisor may seek advice from People, Culture and Performance if the Employee chooses not to see the People, Culture and Performance or Family Violence contact.
- 40.4.6 Where requested by an Employee, the People, Culture and Performance contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clauses 40.5 and 40.6.
- 40.4.7 The Employer will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an Employee reports Family Violence.

#### 40.5 **Leave**

- 40.5.1 An Employee experiencing Family Violence (excluding Casual Employees) will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to Family Violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- 40.5.2 Casual Employees are entitled to 10 days per year of paid leave in accordance with the arrangements provided for by the NES.



- 40.5.3 An Employee who supports a person experiencing Family Violence may utilise their personal/carer's leave entitlement to accompany that person to court, to hospital, or to care for children. TZV may require evidence consistent with clause 40.4.1 from an Employee seeking to use their personal/carer's leave entitlement under this clause.

#### 40.6 Individual Support

In order to provide support to an Employee experiencing Family Violence and to provide a safe work environment to all Employees, TZV will approve any reasonable request from an Employee experiencing Family Violence for:

- 40.6.1 temporary or ongoing changes to their span of hours or pattern of hours and/or shift patterns;
- 40.6.2 temporary or ongoing job redesign or changes to duties;
- 40.6.3 temporary or ongoing relocation to suitable employment;
- 40.6.4 a change to the Employee's telephone number or email address to avoid harassing contact;
- 40.6.5 any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 40.7 Any changes to an Employee's role will be reviewed at agreed periods. When an Employee is no longer experiencing Family Violence, the terms and conditions of employment will revert back to the terms and conditions applicable to the Employee's substantive position (unless otherwise agreed).
- 40.8 An Employee experiencing Family Violence will be offered access to the EAP and/or other available local Employee support resources. The EAP shall include professionals trained specifically in Family Violence.
- 40.9 An Employee that discloses that they are experiencing Family Violence will be given information regarding current support services.
- 40.10 An Employee providing support to an Immediate Family Member who is experiencing Family Violence, upon request, will be considered for a flexible working arrangement.

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### 41 Cultural and Ceremonial Leave

#### 41.1 NAIDOC Week Leave

- 41.1.1 An Employee identifying as of Aboriginal or Torres Strait Islander descent is entitled to one day of paid leave per calendar year to participate in National Aboriginal and Islander Day Observance Committee (**NAIDOC**) week activities and events.
- 41.1.2 NAIDOC week leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

#### 41.2 Leave to attend Aboriginal or Torres Strait Islander community meetings

- 41.2.1 TZV may approve attendance during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.
- 41.2.2 TZV may grant an Employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend Annual General Meetings of Aboriginal or Torres Strait Islander community organisations at which the election of office bearers will occur.

### **41.3 Ceremonial Leave**

- 41.3.1 Ceremonial leave will be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
- (a) connected with the death of a member of the Immediate Family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or
  - (b) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.
- 41.3.2 Where ceremonial leave is taken for the purposes outlined in clause 41.3.1, up to three shifts in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.
- 41.3.3 Ceremonial leave granted under clauses 41.3.1 - 41.3.2 is in addition to compassionate leave granted under clause 38.
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### **42 Defence Force Leave**

- 42.1 Full-time Employees who have completed probation are entitled to up to 20 days' leave when they are rostered to attend Defence Force Reserve service. Part-time Employees are entitled to receive pro-rated leave according to the number of Ordinary Hours they work.
- 42.2 Employees seeking to take Defence Force Leave must provide notice to TZV of the expected start and finish dates at least one month prior.
- 42.3 While on Defence Force Leave the Employee will receive their salary from the Australian Defence Force (ADF) or Defence Reserve service and not their employer. However, TZV will (unless exceptional circumstances arise) pay make-up pay to the Employee for the period of ADF service where the salary received is below the Employee's TZV Ordinary Hours.
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### **43 Blood Donation Leave**

- 43.1 An Employee who applies in accordance with TZV policy may be entitled to be absent from work without loss of pay for up to 4 hours during Ordinary Hours once every 12 weeks for the purpose of donating blood.
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### **44 Infectious Disease Leave**

- 44.1 Where an Employee has been directed to stay away from the workplace due to having an infectious disease but is not otherwise unwell, TZV will grant them paid Infectious Disease Leave.
- 44.2 Where an Employee is a close contact of a person with a notifiable infectious disease and has been directed not to attend work, TZV will grant them paid Infectious Disease Leave.
- 44.3 If an Employee attended work unwell, they would not be entitled to take Infectious Disease Leave if directed to go home.
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### **45 Community Service Leave**

Employees are entitled to community services leave in accordance with the NES.

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## **46 Leave Policy**

During the course of bargaining for this Agreement, TZV has made significant changes to improve Employees' access to planned leave that have been captured in TZV's Leave Policy. TZV will consult requiring any further significant changes to the policy in accordance with its obligations under the Agreement.

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## **47 Public Holidays**

47.1 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:

47.1.1 New Year's Day;

47.1.2 Australia Day;

47.1.3 Labour Day;

47.1.4 Good Friday;

47.1.5 Easter Saturday;

47.1.6 Easter Sunday;

47.1.7 Easter Monday;

47.1.8 Anzac Day;

47.1.9 Queen's Birthday;

47.1.10 Grand Final Eve;

47.1.11 Melbourne Cup Day (or alternative day for country based Employees);

47.1.12 Christmas Day; and

47.1.13 Boxing Day.

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

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

47.4 When New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday.

47.5 When Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.

### **47.6 Additional Public Holidays**

Where the Victorian Government declares or prescribes additional public holidays on days other than those specified in accordance with clause 47.1, those days shall constitute additional holidays for the purpose of this Agreement.

### **47.7 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 clause 47.1, those substitute days or half days shall be treated as public holidays for the purpose of this Agreement.

**47.8 Alternative or Public Holidays by Agreement**

By agreement between TZV 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 47.1). Any such agreement shall be recorded in writing and be available to every affected Employee.

47.9 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 clauses 47.1 and 47.8 above). Where a public holiday shift penalty is paid in accordance with clause 27, payment will be at single time plus the penalty rate detailed in clause 27.1.

47.10 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.

47.11 For pay, shift penalty and Overtime payment purposes, individual Employees may, with the specific approval of an Appropriately Authorised Officer of TZV, substitute another day of religious significance for Good Friday, Easter Saturday, Easter Sunday, Easter Monday and / or Christmas Day.

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

47.12.1 A Shift Worker who is rostered on duty on a public holiday may be required to work where a reasonable request to work is made. In light of the nature of TZV’s enterprise (including its operational requirements) and the importance of having adequate numbers of Employees rostered on public holidays, it is agreed that the publishing of rosters 8 weeks in advance in accordance with clause 15.12 of the Agreement will constitute a reasonable request to work. If an Employee does not wish to work, they may decline the shift if the refusal is reasonable considering the factors outlined at section 114(4) of the FW Act. Otherwise, the Employee will be required to work the shift in accordance with the roster.

47.12.2 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.

47.12.3 A Full-time Shift Worker is entitled to the following payments in relation to public holidays (as determined in accordance with clauses 47.1, 47.6, 47.7 and 47.8):

<b>Rostered On</b>	<b>Rostered Off</b>	<b>Payment – Public Holiday</b>	<b>Payment- Substitute Day</b>
Public Holiday (No substitute day applicable)		Single time, plus Public Holiday shift penalty	N/A
	Public Holiday (No substitute day applicable)	A day’s salary at the single time rate, in lieu of the public holiday. The hours are to be calculated in the same manner as sick leave.	N/A
Public Holiday and Substitute Day		Single time - plus Saturday or Sunday shift penalty, whichever day is rostered. Where Christmas day (Dec 25) falls on a Saturday or Sunday an additional 50% loading is paid	Single time, plus Public Holiday Shift penalty

Rostered On	Rostered Off	Payment – Public Holiday	Payment- Substitute Day
	Public Holiday and Substitute Day	A day's salary at the single time rate, in lieu of the public holiday. The hours are to be calculated in the same manner as sick leave.	N/A
Public Holiday	Substitute Day	Single time plus Saturday or Sunday shift penalty, whichever day is rostered. Where Christmas day (Dec 25) falls on a Saturday or Sunday an additional 50% loading is paid	A day's salary at the single time rate, in lieu of the public holiday. The hours are to be calculated in the same manner as sick leave.
Substitute Day	Public Holiday	A day's salary at the single time rate, in lieu of the public holiday. The hours are calculated in the same manner as sick leave.	Single time, plus Afternoon, night or weekend shift penalty, depending on the day when work is rostered.

47.13 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.

47.14 Employees rostered on EKO that finishes on a public holiday or who agree to take short notice leave on the public holiday at the invitation of TZV will be entitled to the public holiday shift penalty as if they had worked the full shift. This may impact the days that Employees will be considered "rostered on" and "rostered off" on a public holiday.

47.15 Employees on Nonstandard Rosters whose shift ends after midnight at the commencement of a public holiday, will be considered to have worked a Public Holiday Shift and entitled to the public holiday shift penalty for the full shift. This may impact the days that Employees will be considered "rostered on" and "rostered off" on a public holiday.

47.16 Employees who work a standalone overtime shift on a public holiday will be entitled to one day's salary at single time rate in addition to the applicable public holiday overtime payment. However, Employees who work overtime on a day where they were rostered to work Ordinary Hours will continue to receive normal public holiday entitlements and will not receive the additional one day's salary at single time rate.

**47.17 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.

**47.18 Christmas Day**

In addition to the benefits provided elsewhere in this clause, an employee who works on Christmas Day, 25 December, where this day 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.

**48 Daylight Saving Transition**

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

48.1.1 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).

- 48.1.2 Sunday penalty rates for both the 13 and 11 hour shifts will apply.
- 48.1.3 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).
- 

## **49 Superannuation**

- 49.1 TZV 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).
- 49.2 If an Employee does not designate a superannuation fund, TZV will check with the Australian Taxation Office (**ATO**) if the Employee has an existing superannuation account registered with the ATO (a "stapled fund") and, if they do, TZV will pay superannuation contributions into the stapled fund.
- 49.3 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.
- 

## **50 Casual Employment**

- 50.1 An Employee is a Casual Employee for the purposes of the Agreement if they meet the definition at section 15A of the FW Act.
- 50.2 Casual Employees are paid on an hourly basis at the ordinary hourly rate paid to Full-time Employees, plus a loading of 25% for each hour worked.
- 50.3 Casual Employees will be engaged for a minimum of three hours per shift.
- 50.4 Pay rates will be based on the relevant classification and skill level for the duties performed.
- 

## **51 Part-time Employment**

- 51.1 Part-time Employees:
- 51.1.1 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;
  - 51.1.2 have a regular pattern of work which specifies the hours and days of the week to be worked, unless otherwise agreed; and
  - 51.1.3 have daily commencement and finishing times, unless otherwise agreed.
- 51.2 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 TZV and the Employee and recorded in writing.
- 51.3 To avoid doubt, TZV may, when engaging a part-time Employee, specify that the pattern of work may be varied consistent with the roster variation provisions of this Agreement and in the case of Roster F the TZV Scheduling, Deployment and Staffing Levels Policy. However, the number of contracted hours can only be varied by agreement and where there are specified days of the week, these can only be changed by agreement.

- 51.4 Part-time Employees are paid at the ordinary hourly rate paid to Full-time Employees, in accordance with clause 26.5, for each hour worked.
- 51.5 Hours worked in excess of the specified ordinary hours per shift and per week will be paid at Overtime rates.
- 51.6 Pay rates will be based on the relevant classification and skill level for the duties performed.
- 51.7 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 38 and blood donation leave which are included in clause 43.

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## 52 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 TZV Authorised Officer. Provided further, that any such agreed arrangement is cost neutral as far as practicable to TZV for the shared position.

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## 53 Flexible Working Arrangements

Employees are entitled to request flexible working arrangements in accordance with the NES and TZV policy. Disputes about flexible working arrangements can be dealt with in accordance with clause 66 (Settlement of Disputes) of this Agreement and the mechanism in the NES.

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## 54 Individual Flexibility Arrangements

- 54.1 TZV and an Employee may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of the Agreement if:
- 54.1.1 the IFA deals with one or more of the following matters:
    - (a) arrangements about when work is performed;
    - (b) overtime rates;
    - (c) penalty rates;
    - (d) allowances;
    - (e) leave loading; and
  - 54.1.2 the IFA meets the genuine needs of TZV and the Employee in relation to one or more of the matters referred to in 54.1.1; and
  - 54.1.3 the IFA is genuinely agreed to by TZV and the Employee.
- 54.2 The terms of an IFA must:
- 54.2.1 be about permitted matters under section 172 of the FW Act;
  - 54.2.2 not be unlawful under section 194 of the FW Act; and

- 54.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 54.3 Any IFA that is entered into must:
- 54.3.1 be in writing;
  - 54.3.2 include the name of the Employer and the Employee;
  - 54.3.3 be signed by both parties, as well as a parent or guardian if the Employee is under 18 years of age;
  - 54.3.4 include details of:
    - (a) the terms of the Agreement that will be varied by the arrangement;
    - (b) how the arrangement will vary the effect of the terms; and
    - (c) how the Employee will be better off overall in relation to the terms and conditions of the Employee's employment as a result of the arrangement; and
  - 54.3.5 state the date on which the arrangement commences.
- 54.4 The Employee will be provided with a copy of the IFA within 14 days after it is agreed to.
- 54.5 Either party may terminate an IFA:
- 54.5.1 by giving no more than 28 days' written notice to the other party to the agreement; or
  - 54.5.2 at any time in writing, if both parties agree.

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## **55 Accident Pay**

- 55.1 Where an Employee is injured and compensation is paid under the Victorian State Accident Compensation Legislation, TZV 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.
- 55.2 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.

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## **56 Industrial Training and State Council/Branch Committee of Management Leave**

- 56.1 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 and at least one day each other calendar year per Employee group served (i.e. Police (WILSECC), Police (BALSECC), Police (Tally Ho), Ambulance (Tally Ho) Ambulance (BALSECC) Ambulance (WILSECC), Fire (Tally Ho) and Fire (BALSECC)) to attend industrial/workplace relations training and/or State Council/Branch Committee of Management meetings on paid time.
- 56.2 Workplace union delegates may also be released to attend State Council/Branch Committee of Management meetings through approved shift swaps, approved time in lieu or approved planned leave.
- 56.3 Further periods of leave may only be granted by an Appropriately Authorised Officer of TZV.
- 56.4 Leave granted pursuant to this clause, including any related additional leave, will be subject to the workplace requirements, but will not be unreasonably refused.



56.5 If the full quantum of leave prescribed in clause 56.1 is not utilised in the calendar year as specified, it may be utilised in part or in total in the following year.

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## **57 Union Delegate Secondment**

57.1 Provided that leave without pay can be reasonably approved by TZV on operational grounds, workplace union delegates may be granted unpaid leave to temporarily work for a Union.

57.2 The secondment period will not be considered a break in the continuous service of the Employee. The secondment period will also count towards the Employee's period of continuous employment for long service leave purposes if it is for a period of no more than 12 months.

57.3 The Employee will not accrue traditional Ordinary Hours based workplace entitlements such as Annual Leave and Personal/Carer's Leave during the secondment period.

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## **58 Deployment (field work)**

58.1 Employees may be deployed for field work to a Non TZV managed control centre in accordance with the External Deployment Guidelines and Travel Policy. The guidelines will include a minimum two-day break for Employees who have been deployed to regional non-TZV sites requiring a change to their rostered cycle.

58.2 When completing field work, some of the provisions of clause 10 (Location) may apply.

58.3 TZV will update the Deployment Guidelines and Travel Policy following consultation within six months of the commencement of this Agreement.

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## **59 Uniform**

59.1 Employees must, whilst on duty (other than on approved casual clothes days), dress in the TZV uniform and display on their person their photo identification as provided by TZV. The uniform for Full-time Employees (other than managers, Team Leaders, probationary Employees, Part-time Employees, casual Employees and pregnant Employees) will comprise:

59.1.1 trouser / skirt / pant / shorts – 3 items;

59.1.2 shirt / polo / blouse – 5 items;

59.1.3 outerwear / knitwear – 2 items.

59.2 Separate but consistent provisions apply to managers, Team Leaders, probationary Employees, Part-time Employees, casual Employees and pregnant Employees.

59.3 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.

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## **60 Salary Sacrifice**

TZV will maintain a salary sacrifice provider to give Employees additional salary sacrifice options during the life of this Agreement.

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## **61 Emergency Services Games**

TZV is committed to a collegiate relationship with other emergency services organisations, and to a healthy workforce, and believes that participation in the Victoria Police and Emergency Services Games fosters these outcomes. As such, TZV agrees to reimburse the registration fees and any approved uniform costs that are incurred as a result of an Employee's participation in the Games.

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## **62 Amenities**

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

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## **63 Drugs and Alcohol**

It is a condition of employment that Employees shall not be on TZV 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.

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## **64 Peer Support**

TZV will maintain a Peer Support Program during the life of the Agreement.

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## **65 TZV Policies, Procedures and Protocols**

- 65.1 This Agreement is supported by various TZV policies, procedures, protocols and guidelines which provide further information about Employee obligations and terms and conditions of employment. Employees must familiarise themselves with and comply with these documents.
- 65.2 Policies, procedures, protocols and guidelines are not ordinarily incorporated into, and do not form part of, this Agreement. Accordingly, they may generally be amended by TZV from time to time, subject to the terms of the Agreement, including clause 32 (Consultation regarding Workplace Reform). This excludes the TZV Scheduling, Deployment and Staffing Levels Policy which may only be amended in accordance with clause 16 (Coverage and Staffing Levels).
- 65.3 To the extent that there is any inconsistency between policies, procedures, protocols and guidelines and the terms of this Agreement, the terms of this Agreement will prevail.

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## **66 Settlement of Disputes**

66.1 Any dispute or grievance:

- 66.1.1 about matter/s pertaining to the employer/employee relationship; and/or
- 66.1.2 a matter arising under this Agreement; and/or
- 66.1.3 about the NES;

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

- (a) Step 1: the dispute /grievance will be submitted by the Union and/or Employee(s) to the Employee's manager (e.g. Team Leader or Manager Emergency Communication Services) or other relevant TZV employee as appropriate to the nature of the dispute/grievance;
- (b) Step 2: if not resolved after Step 1, it will then be submitted to the appropriate senior TZV employee (generally an Executive Manager Emergency Communication Services) or their delegate;
- (c) Step 3: if not resolved after Step 2, it shall be submitted to the Executive Director People, Culture and Performance or their delegate.

- 66.2 If after following steps in sub-clause 66.1, 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.
- 66.3 Any dispute or grievance regarding matters pertaining to the relationship between Unions and TZV shall be submitted to the Head of People, Culture and Performance or delegate. If not resolved after this, it may be referred to the FWC for conciliation and, by agreement from the parties, arbitration.
- 66.4 Employee(s) shall be entitled to have a representative, who may be a Union representative present at any or all steps in this procedure.
- 66.5 Steps 1 to 3 in clause 66.1 shall normally take place within a period of fourteen consecutive days and disputes/grievances should be resolved at the local level where possible.
- 66.6 During this disputes resolution process, both TZV and the aggrieved Employee(s) shall co-operate to ensure that these procedures are carried out expeditiously.
- 66.7 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.
- 66.8 No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.
- 66.9 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 clause 66.7.

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## 67 Termination of Employment

- 67.1 Employment may be terminated by either TZV 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 TZV	Period of Notice by TZV	Period of Notice by the Employee
Up to 3 years	At least 2 weeks	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks	At least 2 weeks
More than 5 years	At least 4 weeks	At least 2 weeks

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

- 67.3 At the date of separation, an Employee must return to TZV:
- 67.3.1 all confidential TZV information;
  - 67.3.2 those parts of all notes and other records based on or incorporating confidential information;
  - 67.3.3 all TZV's property in an Employee's possession or control, including uniform items and equipment.
- 67.4 The summary dismissal of any Employee shall be in accordance with TZV's policies and procedures which shall be consistent with the provisions of the FW Act and FW Regulations.
- 67.5 Clause 67 does not apply to casual Employees.

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## **68 Transmission of Business**

- 68.1 If, during or after this Agreement, the business (including a part of the business) is transmitted from TZV ("transmitter") 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 transmitter in that business, becomes an employee of the transmittee:
- 68.1.1 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
  - 68.1.2 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).

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## **69 Right of Entry**

- 69.1 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.
- 69.2 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.
- 69.3 Subject to clauses 69.1 and 69.2, 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.

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## **70 Inductions**

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.

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## 71 Employee Representation

- 71.1 A Workplace Delegate may represent the industrial interests of members, or persons eligible to be members of their Union (**eligible Employees**) who wish to be represented by the Workplace Delegate in matters including but not limited to:
- (a) consultation about major workplace change;
  - (b) consultation about changes to rosters or hours of work;
  - (c) resolution of disputes;
  - (d) disciplinary processes; or
  - (e) enterprise bargaining where the Workplace Delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining.
  - (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible Employees are entitled to be represented and which concerns their industrial interests.
- 71.2 The relevant Union may, in accordance with their Rules, appoint an Employee as a Workplace Delegate. TZV must be notified of any appointed Workplace Delegate.
- 71.3 A Workplace Delegate is entitled to reasonable communication with eligible Employees for the purpose of representing their industrial interests under this clause. This includes discussing membership of the Workplace Delegate's organisation and representation with eligible Employees. For the purpose of representing those interests, the Workplace Delegate is entitled to reasonable communication with eligible Employees during working hours or work breaks, or before or after work.
- 71.4 A Workplace Delegate appointed in accordance with this clause will be granted reasonable access to the workplace and paid time during normal working hours to attend related training (as provided for in clause 56) and exercise their functions, including advice, assistance, support, representation of Employees on local, industrial and employment issues, including disputes, grievances.
- 71.5 A Workplace Delegate's entitlements under clause 71.1 and 71.4 are subject to the conditions that the Workplace Delegate must, when exercising those entitlements
- (a) comply with their duties and obligations as an employee,
  - (b) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - (c) not hinder, obstruct or prevent the normal performance of work; and
  - (d) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- Note that where a Workplace Delegate is requesting to be removed from shift to undertake their duties for the purpose of facilitating such release arrangements, they will engage with their Team Leader/Manager as soon as reasonably practical and provide the general purpose of the request and estimated duration of the absence. This Workplace Delegate will further inform the Team Leader/Manager of the conclusion of these duties and their return to shift.*
- 71.6 The employer must not:
- (a) unreasonably fail or refuse to deal with a Workplace Delegate request; or
  - (b) knowingly or recklessly make a false or misleading representation to a Workplace Delegate; or
  - (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a Workplace Delegate clause 71.1 or 71.4 or the Act.

- 71.7 The Employer must provide a Workplace Delegate with reasonable access to or use of the following workplace facilities:
- (a) a room or area to hold discussions that is fit for purpose, private and accessible by the Workplace Delegate and eligible Employees;
  - (b) a physical or electronic noticeboard; electronic means of communication ordinarily used in the workplace by the Employer to communicate with eligible Employees and by eligible
  - (c) Employees to communicate with each other, including access to Wi-Fi;
  - (d) a lockable filing cabinet or other secure document storage area; and
  - (e) office facilities and equipment including printers, scanners and photocopiers.
- 71.8 The Employer is not required to provide access to or use of a workplace facility under clause 71.7 if:
- (a) the workplace does not have the facility;
  - (b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (c) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.
  - (d) access to electronic means of communication will provide personal contact details for eligible employees.

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## **72 Union Consultative Committee**

- 72.1 A UCC of both the Unions and TZV'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.
- 72.2 The UCC shall consist of:
- 72.2.1 four representatives of management;
  - 72.2.2 one Workplace Delegate for each Union at each site where that union has coverage; and
  - 72.2.3 one Union official from each of the Unions.
- 72.3 The UCC shall meet as required and at least five times a year and meetings will be arranged so that Union representatives will have a reasonable opportunity to caucus before meetings.
- 72.4 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 TZV management implementing any outcome.
- 72.5 Any Employee of TZV participating in consultation as a representative of a Union/s will do so in accordance with the following arrangements:
- 72.5.1 if a Workplace Delegate is working during a UCC meeting, the Workplace Delegate will be released from work to attend; or
  - 72.5.2 if a Workplace Delegate is not working:
    - (a) TZV and the delegate will endeavour to arrange a shift swap by agreement; or
    - (b) if a shift swap cannot be arranged and the Workplace Delegate attends UCC 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 their usual place of work at their ordinary rate of pay.

72.5.3 Travel reimbursement is not payable if:

- (a) a pool car is available; or
- (b) it was practicable to use the pool car to carpool and it was not used.

72.5.4 TZV will make a Myki (or equivalent) card available as an alternative.

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### **73 Provision of Information to Union Consultative Committee**

73.1 TZV provides 24-hour emergency call-taking and dispatch services for police, fire, ambulance and SES which is maintained by dedicated and highly skilled staff across multiple Centre. It is the responsibility of TZV to organise staffing levels that meet the needs of the Victorian community and Victoria's emergency services, while also providing Employees a working environment that is safe and without risks to their health.

73.2 Monitoring and maintaining an effective service to the community and a resilient workforce is a shared responsibility. In this context, TZV will regularly share information with Employees and Unions to monitor staffing levels across the service. This consultation will occur through the UCC.

73.3 For the purposes of these discussions, TZV will provide the Consultative Committee with the following information, broken down on a monthly basis, for the relevant period prior to the UCC:

73.3.1 up to date information on call-taking and dispatch performance;

73.3.2 up to date numbers of operational staff (both FTE and headcount) by Service and Centre;

73.3.3 up to date budgeted staff requirement;

73.3.4 up to date attrition data;

73.3.5 up to date information on planned recruitment programs;

73.3.6 Call Taker global ratio's (FTE % on Standard and Nonstandard Rosters by Stream and measures taken to meet target);

73.3.7 up to date information relating to multi-skilling; and

73.3.8 information on any proposed changes to recruitment, induction training, mentoring and consolidation processes.

73.4 Using this data, the UCC can make recommendations on varied issues including, but not limited to:

73.4.1 staffing levels and leave availability;

73.4.2 recruitment planning; and

73.4.3 new recruit training, mentoring and consolidation arrangements designed to deliver highly capable and resilient Employees into the TZV workforce.

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**74 Discipline**

- 74.1 A dispute about a disciplinary matter will be dealt with under clause 66 (Settlement of Disputes).
- 74.2 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.

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**75 No Extra Claims**

- 75.1 No extra claim shall be made during the life of this Agreement.
- 75.2 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 (or equivalent).



**SIGNATURE OF THE PARTIES**

**Signed on behalf of the Triple Zero Victoria**

Name Debra Abbott (signature) 

DATED this 12th day of November 2024\_\_\_\_\_

Explanation of authority to sign Chief Executive Officer Triple Zero Victoria

**Signed on behalf of the Communication Workers Union of Australia**

Name Greg Rayner (signature) Greg Rayner  
Greg Rayner (Nov 11, 2024 10:59 GMT+11)

DATED this \_\_\_\_\_ day of 11 November 2024\_\_\_\_\_

Explanation of authority to sign Divisional Secretary CEPU Communications Division


**Signed on behalf of the United Firefighters' Union of Australia (Victoria Branch)**

Name \_\_\_\_\_ (signature) \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2024\_\_\_\_\_

Explanation of authority to sign \_\_\_\_\_


**Signed on behalf of United Workers Union**

Name Larissa Harrison (signature) 

DATED this 11 \_\_\_\_\_ day of November 2024\_

Explanation of authority to sign Director \_\_\_\_\_

**Signed on behalf of Victorian Ambulance Union Incorporated (No. A0107043J)**

Name Daniel Alan Hill (signature) 

DATED this \_\_\_\_\_ day of 8 November 2024\_\_\_\_\_

Explanation of authority to sign Secretary

**Schedule 1 – Classifications and Remuneration**

**1.1. Definitions**

The following definitions apply for the purpose of this schedule. Several other relevant terms are defined at clause 6 in the body of the Agreement.

<b>Classroom Sign-off</b>	When an Employee has satisfactorily completed classroom training to be an ECO Call-Taker and/or Dispatcher in a particular emergency services work stream and or skill as certified by TZV.
<b>Continuous Service</b>	For the purposes of the classification structure, this includes employment at TZV on a regular and systematic basis, including: <ul style="list-style-type: none"> <li>a. any period of authorised leave;</li> <li>b. any break in employment of no more than 12 months;</li> <li>c. coverage by the <i>Emergency Services Telecommunications Authority Support Staff Enterprise Agreement 2021 (Support Agreement)</i> of up to 12 months or indefinitely if operational currency was maintained for the period of Support Agreement coverage; and</li> <li>d. any period of Recognised Prior Service that was covered by the Operational Agreement.</li> </ul>
<b>Consolidation</b>	<i>The period of time following completion of the Consolidation Assessment and the Final Qualification Assessment. Guidelines are to be developed to indicate when this period will be satisfactorily completed."</i>
<b>Final Qualification Assessment (FQA)</b>	For the purposes of Table C of this schedule FQA is the final assessment (certified by TZV) that is completed by an Employee following classroom sign-off and consolidation after which the Employee becomes a Call-Taker FQA single Stream.
<b>Senior Call-Taker</b>	A Call-Taker who has performed five years of Continuous Service in any classification level covered by this Agreement or by the 2019 Agreement or any other previous operational enterprise agreement.
<b>Multi-skill Senior Call-Taker</b>	A Call-Taker Multi-skill 2 (level 2.1) or above who has performed five years of Continuous Service in any classification level covered by this Agreement or any other previous operational enterprise agreement.
<b>Senior Dispatcher</b>	A Dispatcher who has performed a minimum of seven years of Continuous Service as a Dispatcher, Dispatch Workplace Trainer Assistant Team Leader ( <b>ATL</b> ) or Team Leader ( <b>TL</b> ) at classification level ECO 3.1 or above or an equivalent in any other previous operational enterprise agreement.
<b>Multi-skill Senior Dispatcher</b>	A Dispatcher who has a minimum of 5 skills and who has performed a minimum of seven years of Continuous Service as a Dispatcher, Dispatch Workplace Trainer, ATL or Team Leader at classification level ECO 3.1 or above or an equivalent in any other previous operational enterprise agreement.

<b>Multi-skill Assistant Team Leader</b>	An ATL that holds four Skills and at least one of those skills is outside their Primary Stream or ERTCOMM Dispatch ATLs who are also qualified in NETCOMM Dispatch.
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**2. Translation arrangements**

- 2.1.1. Pursuant to this Agreement, in the period from the first full Pay Period on or after 3 April 2024 to the first full Pay Period on or after 30 April 2024 (**relevant period**), Employees will receive a 3% increase to the rates of pay they were paid under the 2019 Agreement (**3% Payment**). The Employer will backpay Employees the 3% Payment following commencement of this Agreement. For ease of reference, the increased payrates are contained at the end of the Schedule (Tables C.1 and C.2).
- 2.1.2. At the commencement of the Agreement, Employees will translate to the classification level in clause 3 of this Schedule (as set out at Table A) commensurate with their skills and training and/or qualification where relevant as follows:
  - 2.1.2.1. Call-Takers will translate to the experience increment in Table B commensurate with their skills and years of service as a Call Taker.
  - 2.1.2.2. Dispatchers will translate to the experience increment in Table B commensurate with their skills and years of service as a Dispatcher, Dispatcher Workplace Trainer, ATL or Team Leader.
  - 2.1.2.3. Workplace Trainers will translate to the experience increment in Table B commensurate with their skills and years of service as a Workplace Trainer;
  - 2.1.2.4. Team Leaders who hold the Diploma of Management will translate to the minimum experience increment of the Senior Team Leader classification level. These Senior Team Leaders will not be required to undertake a further qualification to maintain the classification of Senior Team Leader, even if a new qualification is introduced. Senior Team Leaders are still required to undertake any specific training introduced for their role;
  - 2.1.2.5. All TLs and all ATLs (this includes Senior Team Leaders and Multi-skill ATLs) will translate to the minimum experience increment in Table B on translation. In addition:
    - 2.1.2.5.1. from 30 October 2024, all TLs and all ATLs who have one year or more of service as a TL or ATL respectively on 30 April 2024, will move to the year 1 of service experience increment in Table B;
    - 2.1.2.5.2. from 30 April 2025, all TL's and all ATLs who have two or more years of service as a TL or ATL respectively on 30 April 2024, will move to the year 2 of service experience increment in Table B on 30 April 2025; and

2.1.2.5.3. all TL's and all ATLs who become TL and ATL after 30 April 2024 or who have with less than 12 months service as a TL or ATL as at 30 April 2024, will commence at the minimum experience increment and progress according to the arrangements contained in Table B.

2.2. On translation to the new classification structure the following arrangements will apply.

2.2.1. An Employee's remuneration will not be reduced as a result of translating to the classification structure in clause 3 of this Schedule.

2.2.2. Employees whose current rate of pay (excluding the third-year service payment) is higher than the translated rate of pay as per clause 2.1.2, will continue to be paid their current rate of pay (i.e. they will be on a 'grand-parented' rate of pay until they become entitled to a higher rate of pay under this Agreement). Employees on grand-parented rates of pay will receive annual salary increases in accordance with clause 26.1 of the body of the Agreement.

2.2.3. TZV will develop business rules to guide movement and changes to rates of pay between classification levels. This will include a rule that an Employee's rate of pay will not be reduced as a result of moving to a higher classification level under clause 3 of this Schedule.

2.2.4. As a transition arrangement, the following Employees will be paid a one-off cash payment of \$2,000 within three months of the commencement of this Agreement due to the number of skills they hold at the commencement of this Agreement:

2.2.4.1. Multi-skilled Senior Call-Takers (ECO 3.1) who hold six call-taking skill sets;

2.2.4.2. Multi-skilled Senior Dispatchers (ECO 4.4 - 5.4) who hold seven or more skill-sets; and

2.2.4.3. Multi-skilled Workplace Trainers (ECO 5.5 - 5.6) who hold seven or more skills.

### **3. Classification Structure**

3.1. Following the commencement of the Agreement, Employees will be translated to the classification structure contained in this clause consistent with the translation arrangements set out in clause 2 of this Schedule.

3.2. Following the translation of Employees to the classification structure contained in this clause, the rates of pay contained in Table B of this Schedule will be applied, backdated to the first full Pay Period on or after 30 April 2024.

#### **3.3. Team Leader and Assistant Team Leader qualifications**

3.3.1. The qualifications required by Team Leaders to move to Senior Team Leader and the supports to be provided to Team Leaders to acquire those qualifications, including Recognition of Prior Learning, will be finalised following consultation between the parties over the first 12 months of the Agreement.

3.3.2. The qualifications/training required for Employees to qualify as an ATL and the supports to be provided to Employees to acquire those qualifications/training will be finalised following consultation between the parties over the first 12 months of the Agreement.

**3.4. Assistant Team Leaders**

3.4.1. TZV will engage two ATLs per team.

3.4.2. All ATLs must be qualified Call Takers and Dispatchers.

3.4.3. All ATLs will be qualified in the service in which they seek to be appointed as ATLs.

**3.5. Workplace Trainers**

3.5.1 Where an employee is classified as a Workplace Trainer but also meets the requirements to be classified as a Senior/Multi Skilled Call Taker or Senior/Multi Skilled Dispatcher, they will be classified at the ECO level which is higher.

3.5.2 All workplace trainers delivering call taking and dispatch training and /or assessments, including on-shift and off-shift training, must:-

- i. Be a workplace trainer who has been appointed in the relevant Stream and
- ii. Be qualified and current in the Skill in which the training or assessment is being undertaken;

**3.6. Progression through classification levels for additional Call Taking and Dispatch skills**

Progression through the classification structure for Employees obtaining their initial call taker and dispatcher skill(s) will be based on meeting the classification descriptions criteria as outlined in Table A of this schedule. For all additional call taking and dispatch skills obtained Employee progression through the classification structure will occur directly after classroom sign off.

**3.7. Years of Service Progression for Secondment (Team Leader and Assistant Team Leader)**

From the 30 April 2024, any secondment into the Team Leader or Assistant Team Leader classification will count towards years of service, for the purposes of Table B. Any secondment prior to this date will not count towards years of service.

**3.8. Consolidation**

3.8.1. The parties agree that guidelines for Consolidation will be developed by TZV following consultation over the first 12 months of the Agreement.

3.8.2. Consolidation for Dispatchers and Call-Takers will not be unreasonably delayed for more than six months.

3.8.3. The FQA for Call-Takers will not be unreasonably delayed for more than 12 months.

**Table A – New Classifications Table**

Classification Level	Classification Description			
Emergency Communications Officer (ECO)	Call-Taker	Dispatcher	Workplace Trainer	Leadership
ECO1.1	<u>ECO Call-Taker in Training</u>  An Employee who is undertaking training to be an ECO Call-Taker in their Primary Stream.			
ECO1.2	<u>Call-Taker Classroom Sign-Off</u>  An Employee who has received Classroom Sign-off to be an ECO Call-Taker in their Primary Stream.			
ECO1.3	<u>Call-Taker Consolidated</u>  An Employee who has completed Consolidation or six months of service at ECO 1.2, whichever occurs first in their Primary Stream.			
ECO1.4	<u>Call-Taker FQA single stream</u>  An Employee who has completed the Call-Taking FQA for a single (Primary) Stream.			
ECO1.5	<u>Call-Taker Multi-skill 1 (3 skills)</u>  A Call-Taker FQA single stream who holds 3 Skills.			

Classification Level	Classification Description			
Emergency Communications Officer (ECO)	Call-Taker	Dispatcher	Workplace Trainer	Leadership
ECO2.1	<p><u>Call-Taker Multi-skill 2 (4 skills)</u></p> <p>A Call-Taker FQA single stream who holds 4 Skills and exercises the Skills as reasonably required.</p> <hr/> <p><u>Senior Call-Taker</u></p> <p>A Call-Taker FQA single stream who is eligible to be a Senior Call Taker and works as a Senior Call-Taker as reasonably required.</p>	<p><u>Dispatcher in training</u></p> <p>A Call-Taker FQA single stream who is undertaking training to be a Dispatcher.</p>		
ECO2.2	<p><u>Call-Taker Multi-skill 3 (5 skills)</u></p> <p>A Call-Taker FQA single stream who holds 5 skills and exercises the skills as reasonably required.</p>		<p><u>Call-Taker Workplace Trainer in Training</u></p> <p>A Call-Taker FQA single stream who has been appointed as a Workplace Trainer and is approved to commence training to be a</p>	

Classification Level	Classification Description			
Emergency Communications Officer (ECO)	Call-Taker	Dispatcher	Workplace Trainer	Leadership
			Workplace Trainer (will be a qualified mentor) and who performs that additional work as reasonably required	
ECO2.3	<u>Call-Taker Multi-skill 4 (6 skills)</u>  A Call-Taker FQA single stream who holds 6 Skills and exercises the skills as reasonably required.			
ECO3.1	<u>Multi-skilled Senior Call-Taker (4 skills)</u>  A Call-Taker FQA single stream who holds 4 Skills, is eligible to be a Multi-skilled Senior Call Taker and who exercises the skills and performs the additional work as reasonably required.	<u>Dispatcher Classroom Sign Off</u>  An Employee who has received Classroom Sign-off to be a Dispatcher.	<u>Call-Taker Workplace Trainer (2 skills)</u>  A Call-Taker FQA single stream who has satisfactorily completed one of the following and performs that additional work as reasonably required: A. qualification to be a Workplace Trainer (Cert IV); or B. has been an ECO 2.2 Workplace Trainer for more than 12 months.	
ECO3.2			<u>Call-Taker Workplace Trainer Multi-skill 1 (3 skills)</u>	



Classification Level	Classification Description			
Emergency Communications Officer (ECO)	Call-Taker	Dispatcher	Workplace Trainer	Leadership
			A Call-Taker FQA single stream who holds 3 Skills, is qualified as a Workplace Trainer (Cert IV) and who performs that additional work as reasonably required.	
ECO3.3		<u>Dispatcher Consolidated (3 skills)</u>  A Dispatcher who has completed Consolidation for 3 Skills and who performs the Skills as reasonably required.		
ECO4.1		<u>Dispatcher Multi-skill 1 (4 skills)</u>  A Dispatcher who has completed Consolidation for 4 Skills and who performs the Skills as reasonably required.	<u>Call-Taker Workplace Trainer Multi-skill 2 (4 skills)</u>  A Workplace Trainer Call-Taker who has 4 Skills.	
ECO4.2		<u>Dispatcher Multi-skill 2 (5 skills)</u>  A Dispatcher who has 5 Skills and who performs the Skills as reasonably required.	<u>Dispatcher Workplace Trainer in Training</u>  A Dispatcher who been appointed as a Workplace Trainer and approved to commence training to be a Workplace Trainer (will be a qualified mentor).	

Classification Level	Classification Description			
Emergency Communications Officer (ECO)	Call-Taker	Dispatcher	Workplace Trainer	Leadership
		<p><u>Senior Dispatcher</u></p> <p>Dispatcher who is eligible to be a Senior Dispatcher and who work as a Senior Dispatcher as reasonably required.</p>	<p><u>Call-Taker Workplace Trainer Multi-skill 3 (5 skills)</u></p> <p>A Workplace Trainer Call-Taker who has 5 Skills and who performs the Skills and additional work as reasonably required.</p>	
ECO4.3		<p><u>Dispatcher 6 skills</u></p> <p>A Dispatcher who has 6 Skills and who performs those Skills as reasonably required.</p>	<p><u>Call-Taker Workplace Trainer Multi-skill 4 (6 skills)</u></p> <p>A Workplace Trainer Call-Taker who has 6 Skills and who performs the Skills and additional work as reasonably required.</p>	
ECO4.4		<p><u>Dispatcher Multi-skill 4 (7 Skills)</u></p> <p>A Dispatcher who has 7 Skills and who performs the Skills as reasonably required.</p> <hr/> <p><u>Multi-skilled Senior Dispatcher</u></p> <p>A Dispatcher who is eligible to be a Multi-skilled Senior Dispatcher and who work as a Multi-skilled Senior Dispatcher as reasonably required.</p>		

Classification Level	Classification Description			
Emergency Communications Officer (ECO)	Call-Taker	Dispatcher	Workplace Trainer	Leadership
ECO5.1		<p><u>Dispatcher Multi-skill 5 (8 skills)</u></p> <p>A Dispatcher who has 8 Skills and who performs the Skills as reasonably required.</p>	<p><u>Dispatcher qualified Workplace Trainer</u></p> <p>A. A qualified Workplace Trainer (cert 4) who is a qualified Dispatcher; or                      B. An Employee who has been a Workplace Trainer under ECO 4.2 for more than 12 months.</p> <p>And who performs that additional work as reasonably required.</p>	
ECO5.2		<p><u>Dispatcher Multi-skill 6 (9 skills)</u></p> <p>A Dispatcher who has 9 Skills and who performs the Skills as reasonably required.</p>	<p><u>Dispatcher Workplace Trainer Multi-skill 1 (4 skills)</u></p> <p>A Workplace Trainer who has qualified as a Dispatcher and has 4 Skills and who performs the Skills and additional work as reasonably required.</p>	
ECO5.3		<p><u>Dispatcher Multi-skill 7 (10 skills)</u></p> <p>A Dispatcher who has 10 Skills and who performs the Skills as reasonably required.</p>	<p><u>Dispatcher Workplace Trainer Multi-skill 2 (5 skills)</u></p> <p>A Workplace Trainer who has qualified as a Dispatcher and has 5 Skills and who performs the Skills and additional work as reasonably required.</p>	

Classification Level	Classification Description			
Emergency Communications Officer (ECO)	Call-Taker	Dispatcher	Workplace Trainer	Leadership
ECO5.4		<p><u>Dispatcher Multi-skill 8 (11+ skills)</u></p> <p>A Dispatcher who has 11 or more skills and who performs the skills as reasonably required.</p>	<p><u>Dispatcher Workplace Trainer Multi-skill 3 (6 skills)</u></p> <p>A Workplace Trainer who has qualified as a Dispatcher and has 6 Skills and who performs the Skills and additional work as reasonably required.</p>	
ECO5.5			<p><u>Dispatcher Workplace Trainer Multi-skill 4 (7 skills)</u></p> <p>A Workplace Trainer who has qualified as a Dispatcher and has 7 Skills and who performs the Skills and additional work as reasonably required.</p>	
ECO5.6			<p><u>Dispatcher Workplace Trainer Multi-skill 5 (8+ skills)</u></p> <p>A Workplace Trainer who has qualified as a</p>	

Classification Level	Classification Description			
Emergency Communications Officer (ECO)	Call-Taker	Dispatcher	Workplace Trainer	Leadership
			Dispatcher and has 8 or more Skills and who performs the Skills and additional work as reasonably required.	
ECO6.1				<p><b>Assistant Team Leader</b></p> <p>A qualified Dispatcher who:</p> <ul style="list-style-type: none"> <li>A. has worked for at least 12 months as a Dispatcher; and</li> <li>B. is undertaking training to be an ATL for a group of Call-Takers and/or Dispatchers (which must be completed by end of first year) and who performs that work as required.</li> </ul>
ECO6.2				<p><b>Multi-skill Assistant Team Leader</b></p> <p>A qualified Dispatcher who has worked for at least 12 months as a Dispatcher and who is undertaking training to be an ATL for a group of Call-takers and/or Dispatchers (which must be completed by end of first year) who has four or more Skills and who performs that work as reasonably required.</p>

Classification Level	Classification Description			
Emergency Communications Officer (ECO)	Call-Taker	Dispatcher	Workplace Trainer	Leadership
ECO7.1				<p><b>Team Leader</b></p> <p>An Employee who has been an ATL or above for 12 months or more who is then seconded or appointed to the role of TL.</p>
ECO7.2				<p><b>Senior Team Leader</b></p> <p>A TL who has completed the required additional leadership/management training.</p> <p>If TZV fails to provide the required training to enable a TL to move to the Senior Team Leader classification level within 3 years of commencing as a TL, the TL will move to the ECO 7.2 rate of pay and undertake and complete the training when it is available.</p>

**Rates of Pay – from first full Pay Period on or after 30 April 2024**

- 3.9. The one-off 20-year service recognition payment under the 2019 Agreement will be retained under the following arrangements:
- 3.9.1. Full-time and Part-time Employees who have or will achieve 20 years' service during the life of the Agreement will receive a one-off payment of \$1,000;
  - 3.9.2. Employees who have achieved 20 years' service at the commencement of this Agreement will be paid the service recognition payment within three months of the commencement of the Agreement;
  - 3.9.3. Employees who achieve 20 years' service during the life of the Agreement will be paid the service recognition payment at the end of the calendar year in which the milestone is achieved;
  - 3.9.4. if an Employee's employment at TZV ceases prior to the end of the calendar year in which the service recognition payment was to be paid, the payment will be made at the time the Employee ceases employment;
  - 3.9.5. The one-off 20-year payment remains payable only once under this Agreement based on the total period of employment with TZV and its predecessors.
  - 3.9.6. Employees who received the 20-year payment under the 2019 Agreement are also eligible to receive a 20-year payment under this Agreement.
- 3.10. The rates of pay in the below table are the rates of pay applicable following the application of the pay increases identified in Clause 26.1 of the body of this Agreement. The three years of service increment following the table applies to all levels of the classification structure in clause 0 of this Schedule and is added to the Employee's base salary.

**Table B – Rates of Pay Table**

<b>Classification Level</b>	<b>Classification Description</b>	<b>Experience Increments</b>	<b>Rate of Pay on translation</b>	<b>Rate of Pay after 3 April 2025 Increase</b>	<b>Rate of Pay after 3 April 2026 Increase</b>	<b>Rate of Pay after 3 April 2027 Increase</b>
<b>ECO1.1</b>	ECO Call-Taker in Training		\$52,530	\$54,106	\$55,729	\$57,401
<b>ECO1.2</b>	Call-Taker Classroom Sign Off		\$55,620	\$57,289	\$59,007	\$60,777
<b>ECO1.3</b>	Call-Taker Consolidated		\$57,680	\$59,410	\$61,193	\$63,028
<b>ECO1.4</b>	Call-Taker FQA single stream	Minimum & completed 1 years' service	\$62,315	\$64,184	\$66,110	\$68,093
		Completed 2 years' service	\$66,950	\$68,959	\$71,027	\$73,158
<b>ECO1.5</b>	Call-Taker Multi-skill 1 (3 skills)	Minimum	\$64,890	\$66,837	\$68,842	\$70,907
		Completed 2 years' service	\$70,040	\$72,141	\$74,305	\$76,535
<b>ECO2.1</b>	Snr Call-Taker/Call-Taker Multi-skill 2 (4 skills) / Dispatcher in training	Minimum	\$67,980	\$70,019	\$72,120	\$74,284
		Completion 2 years' service.	\$73,130	\$75,324	\$77,584	\$79,911
<b>ECO2.2</b>	Call-Taker Multi-skill 3 (5 skills) Call-Taker Workplace Trainer in Training	Minimum	\$70,040	\$72,141	\$74,305	\$76,535
		Completion 2 years' service	\$74,675	\$76,915	\$79,223	\$81,599
<b>ECO2.3</b>	Call-Taker Multi-skill 4 (6 skills)	Minimum	\$70,555	\$72,672	\$74,852	\$77,097
		Completion 2 years' service	\$77,250	\$79,568	\$81,955	\$84,413
<b>ECO3.1</b>	Multi-skilled Senior Call-Taker (4 skills) Call-Taker Workplace Trainer (2 skills) Dispatcher Classroom Sign Off	Minimum	\$70,040	\$72,141	\$74,305	\$76,535
		Completion 2 years' service	\$76,220	\$78,507	\$80,862	\$83,288
<b>ECO3.2</b>	Call-Taker Workplace Trainer Multi-skill 1 (3 skills)	Minimum	\$72,100	\$74,263	\$76,491	\$78,786
		Completion 2 years' service	\$77,250	\$79,568	\$81,955	\$84,413
<b>ECO3.3</b>	Dispatcher Consolidated (3 skills)	Minimum	\$67,980	\$70,019	\$72,120	\$74,284
		Completion 1 years' service at ECO3 and above	\$75,190	\$77,446	\$79,769	\$82,162



Classification Level	Classification Description	Experience Increments	Rate of Pay on translation	Rate of Pay after 3 April 2025 Increase	Rate of Pay after 3 April 2026 Increase	Rate of Pay after 3 April 2027 Increase
		Completion 2 years' service at ECO3 and above	\$78,280	\$80,628	\$83,047	\$85,539
<b>ECO4.1</b>	Call-Taker Workplace Trainer Multi-skill 2 (4 skills) Dispatcher Multi-skill 1 (4 skills)	Minimum	\$74,160	\$76,385	\$78,676	\$81,037
		Completion 1 years' service at ECO3 and above	\$77,250	\$79,568	\$81,955	\$84,413
		Completion 2 years' service at ECO3 and above	\$80,855	\$83,281	\$85,779	\$88,352
<b>ECO4.2</b>	Call-Taker Workplace Trainer Multi-skill 3 (5 skills) Dispatcher Multi-skill 2 (5 skills) Dispatcher Workplace Trainer in Training Senior Dispatcher	Minimum	\$76,220	\$78,507	\$80,862	\$83,288
		Completion 1 years' service at ECO3 and above	\$79,825	\$82,220	\$84,686	\$87,227
		Completion 2 years' service at ECO3 and above	\$83,430	\$85,933	\$88,511	\$91,166
<b>ECO4.3</b>	Call-Taker Workplace Trainer Multi-skill 4 (6 skills) Dispatcher 6 skills	Minimum	\$78,280	\$80,628	\$83,047	\$85,539
		Completion 1 years' service at ECO3 and above	\$82,400	\$84,872	\$87,418	\$90,041
		Completion 2 years' service at ECO3 and above	\$86,520	\$89,116	\$91,789	\$94,543
<b>ECO4.4</b>	Dispatcher Multi-skill 4 (7 skills) Multi-skilled Senior Dispatcher	Minimum	\$81,370	\$83,811	\$86,325	\$88,915
		Completion 1 years' service at ECO3 and above	\$85,490	\$88,055	\$90,696	\$93,417
		Completion 2 years' service at ECO3 and above	\$89,095	\$91,768	\$94,521	\$97,357
<b>ECO5.1</b>	Dispatcher Multi-skill 5 (8 skills) Dispatcher qualified Workplace Trainer	Minimum	\$82,400	\$84,872	\$87,418	\$90,041
		Completion 1 years' service at ECO5 and above	\$87,035	\$89,646	\$92,335	\$95,105
		Completion 2 years' service at ECO5 and above	\$91,670	\$94,420	\$97,253	\$100,170
<b>ECO5.2</b>	Dispatcher Multi-skill 6 (9 skills)	Minimum	\$84,460	\$86,994	\$89,604	\$92,292
		Completion 1 years' service at ECO5 and above	\$89,095	\$91,768	\$94,521	\$97,357

Classification Level	Classification Description	Experience Increments	Rate of Pay on translation	Rate of Pay after 3 April 2025 Increase	Rate of Pay after 3 April 2026 Increase	Rate of Pay after 3 April 2027 Increase
	Dispatcher Workplace Trainer Multi-skill 1 (4 skills)	Completion 2 years' service at ECO5 and above	\$94,245	\$97,072	\$99,985	\$102,984
<b>ECO5.3</b>	Dispatcher Multi-skill 7 (10 skills) Dispatcher Workplace Trainer Multi-skill 2 (5 skills)	Minimum	\$87,035	\$89,646	\$92,335	\$95,105
		Completion 1 years' service at ECO5 and above	\$91,155	\$93,890	\$96,706	\$99,608
		Completion 2 years' service at ECO5 and above	\$95,790	\$98,664	\$101,624	\$104,672
<b>ECO5.4</b>	Dispatcher Multi-skill 8 (11+ skills) Dispatcher Workplace Trainer Multi-skill 3 (6 skills)	Minimum	\$89,610	\$92,298	\$95,067	\$97,919
		Completion 1 years' service at ECO5 and above	\$92,700	\$95,481	\$98,345	\$101,296
		Completion 2 years' service at ECO5 and above	\$96,305	\$99,194	\$102,170	\$105,235
<b>ECO5.5</b>	Dispatcher Workplace Trainer Multi-skill 4 (7 skills)	Minimum	\$91,670	\$94,420	\$97,253	\$100,170
		Completion 1 years' service at ECO5 and above	\$94,245	\$97,072	\$99,985	\$102,984
		Completion 2 years' service at ECO5 and above	\$96,820	\$99,725	\$102,716	\$105,798
<b>ECO5.6</b>	Dispatcher Workplace Trainer Multi-skill 5 (8+ skills)	Minimum	\$93,730	\$96,542	\$99,438	\$102,421
		Completion 1 years' service at ECO5 and above	\$96,305	\$99,194	\$102,170	\$105,235
		Completion 2 years' service at ECO5 and above	\$97,850	\$100,786	\$103,809	\$106,923
<b>ECO6.1</b>	Assistant Team Leader	Minimum	\$94,760	\$97,603	\$100,531	\$103,547
		Completion 1 years' service at ECO6 and above	\$96,820	\$99,725	\$102,716	\$105,798
		Completion 2 years' service at ECO6 and above	\$99,910	\$102,907	\$105,995	\$109,174
<b>ECO6.2</b>	Multi-skilled Assistant Team Leader	Minimum	\$96,820	\$99,725	\$102,716	\$105,798
		Completion 1 years' service at ECO6 and above	\$98,880	\$101,846	\$104,902	\$108,049
		Completion 2 years' service at ECO6 and above	\$100,940	\$103,968	\$107,087	\$110,300
<b>ECO7.1</b>	Team Leader	Minimum	\$105,165	\$108,320	\$111,570	\$114,917

Classification Level	Classification Description	Experience Increments	Rate of Pay on translation	Rate of Pay after 3 April 2025 Increase	Rate of Pay after 3 April 2026 Increase	Rate of Pay after 3 April 2027 Increase
		Completion 1 years' service at ECO7	\$106,090	\$109,273	\$112,551	\$115,927
		Completion 2 years' service at ECO7	\$107,120	\$110,334	\$113,644	\$117,053
<b>ECO7.2</b>	Senior Team Leader	Minimum	\$108,150	\$111,395	\$114,736	\$118,178
		Completion 1 years' service at ECO7	\$109,180	\$112,455	\$115,829	\$119,304
		Completion 2 years' service at ECO7	\$110,210	\$113,516	\$116,922	\$120,429

<b>3 years of service increment</b>	\$1,083	\$1,115	\$1,148	\$1,183
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**Table C.1 – Initial Base Salaries**

<b>Classification</b>	<b>Base Salary on commencement of Agreement</b>
Call-Taker in Training (base upon which all increments are applied)	\$50,299
Assistant Team Leader Level 1	\$90,755
Assistant Team Leader Level 2 (Multi-skilled)	\$96,639
Team Leader	\$105,165

**Table C.2 – Increments to Initial Base Salaries**

<b>Increment</b>	<b>Event which triggers entitlement to increment</b>	<b>Increment on commencement of Agreement</b>
1 Year Call-Taker	1 year from date of commencement of employment as a Call-Taker	\$6,493
2 Year Call-Taker	2 years from date of commencement of employment as a Call-Taker	\$4,329
1 Year Dispatcher	1 year from date of classroom signoff on first Dispatcher skills increment	\$6,493
2 Year Dispatcher	2 years from date of classroom signoff on first Dispatcher skills increment	\$2,164
ERTCOMM Call-Taker	Date of classroom signoff	\$2,706
NETCOMM Call-Taker	Date of classroom signoff	\$2,706
CFA Call-Taker	Date of classroom signoff	\$2,706
FRV Call-Taker	Date of classroom signoff	\$2,706
VicPol Call-Taker	Date of classroom signoff	\$2,706
SES Call-Taker	Date of classroom signoff	\$2,706
ERTCOMM Dispatcher	Date of classroom signoff	\$2,706
NETCOMM Dispatcher	Date of classroom signoff	\$2,706
FRV Dispatcher	Date of classroom signoff	\$2,706
CFA Dispatcher	Date of classroom signoff	\$2,706
VicPol Dispatcher	Date of classroom signoff	\$2,706
SES Dispatcher	Date of classroom signoff	\$2,706

<b>Increment</b>	<b>Event which triggers entitlement to increment</b>	<b>Increment on commencement of Agreement</b>
On-shift Workplace Trainer	Date of contract as on shift Workplace Trainer	\$6,493
Off-shift Workplace Trainer	Date of contract as Off-shift Workplace Trainer (this increment will always be in addition to the On-shift Workplace Trainer increment)	\$5,411
3 Years of Service	3 years from date of commencement of employment	\$1,083

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**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**  
AG2024/4467

**Applicant:**  
Triple Zero Victoria

Section 185 – Application for approval of a single enterprise agreement

**Undertakings – Section 190**

I, Debra Abbott, Chief Executive Officer, have the authority given to me by Triple Zero Victoria to give the following undertakings with respect to the Triple Zero Victoria Operations Enterprise Agreement 2024 (**Agreement**):

1. Triple Zero Victoria undertakes that the ECO1.1 (ECO Call-Taker in Training) classification described in Schedule 1 of the Agreement will be paid at a minimum rate of \$27.10 per hour from the first full Pay Period on or after 30 April 2024.
2. For the life of the Agreement, Triple Zero Victoria undertakes to ensure that the rate of pay for the ECO1.1 classification will not fall below the minimum rate prescribed for a Call-taker under the *Victorian State Government Agencies Award 2015 (Award)*, or any trainee call-taker classification subsequently introduced into the Award.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature



Date

D. Abbott (CEO TZV)

8 January 2025

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