

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LJ Agreement with organisations of employees (Division 2)

Emergency Communications Victoria

and

Liquor, Hospitality and Miscellaneous Union

and

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

and

United Firefighters' Union of Australia

and

Australian Municipal, Administrative, Clerical and Services Union
(AG2004/3122)

**EMERGENCY COMMUNICATIONS VICTORIA, VICTORIAN
COMMUNICATIONS CENTRES ENTERPRISE AGREEMENT 2003**

Business equipment industry

COMMISSIONER LEWIN

MELBOURNE, 6 MAY 2004

DECISION

This is an application for the certification of an agreement made pursuant to the provisions of s.170LJ of Division 2, Part VIB of the *Workplace Relations Act 1996*, between the Emergency Communications Victoria; the Liquor, Hospitality and Miscellaneous Union; the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia; the United Firefighters' Union of Australia and the Australian Municipal, Administrative, Clerical and Services Union.

The application is made pursuant to s.170LS.

I have considered the terms of the agreement and I am satisfied that the agreement meets the no disadvantage test as prescribed in s.170XA of the Act.

I am also satisfied that the terms of the agreement have been genuinely approved by a valid majority of persons whose employment will be subject to the agreement.

Further, I am satisfied that the terms of the agreement were explained to those persons in appropriate ways, having regard to the particular circumstances and needs of those persons.

Moreover, the employer took reasonable steps to ensure that at least 14 days prior to the approval of the terms of the agreement by the persons concerned those persons had ready access to the agreement in writing.

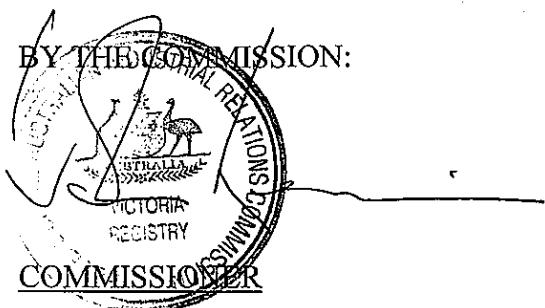
The agreement contains procedures for preventing and settling disputes between the employer and the employees about matters arising under the agreement.

The period of operation of the agreement is specified in clause 6 and its nominal expiry date is 1 October 2005.

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement between the Emergency Communications Victoria; the Liquor, Hospitality and Miscellaneous Union; the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia; the United Firefighters' Union of Australia and the Australian Municipal, Administrative, Clerical and Services Union in this matter.

This order of certification shall come into force on 6 May 2004 and remains in force until 1 October 2005.

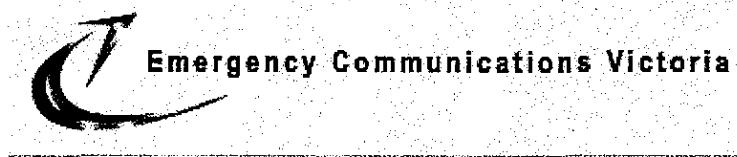


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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
S.170LJ Certified Agreement

**Emergency Communications Victoria
Enterprise Agreement 2003**



A CERTIFIED AGREEMENT BETWEEN:

EMERGENCY COMMUNICATIONS VICTORIA

and

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

and

THE LIQUOR, HOSPITALITY AND MISCELLANEOUS UNION

and

THE UNITED FIREFIGHTERS' UNION OF AUSTRALIA

and

**THE AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES
UNION**



Emergency Communications Victoria Enterprise Agreement 2003

1. TITLE

This Agreement shall be known as the Emergency Communications Victoria, Victorian Communications Centres Enterprise Agreement 2003.

2. ARRANGEMENT

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3. INCIDENCE OF AGREEMENT

- 3.1 This Agreement shall apply to the operations of Emergency Communications Victoria in the State of Victoria with respect to employees defined in Clause 7 of this Agreement.
- 3.2 This Agreement shall be read in conjunction with the Intergraph Enterprise Award 2001 as varied from time to time. In the event of any inconsistency between this Agreement and the Award, the terms of this Agreement shall take precedence.
- 3.3 No employee shall be worse off as a result of the application of this Agreement.

4. PARTIES BOUND

This Agreement shall be binding on:

- Emergency Communications Victoria (ECV);
- the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and operational employees of ECV eligible for membership of that union;
- the Liquor, Hospitality and Miscellaneous Union and operational employees of ECV eligible for membership of that union;
- the United Firefighters Union of Australia and operational employees of ECV eligible for membership of that union; and
- the Australian Municipal, Administrative, Clerical and Services Union (~~Victorian Energy and Services Branch~~) and operational employees of ECV eligible for membership of that union.

5. OBJECTIVES

ECV 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. ECV is committed to the provision of a first class service, designed to exceed the expectations of its customers and the public and attain world best practice.

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

This Agreement is intended to facilitate those aims.

6. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on the first pay period following 1 December 2003 and shall remain in operation until 1 October 2005.

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.

7. DEFINITIONS

- “**Award**” means *the Intergraph Enterprise Award 2001*
- “**Base Salary**” means the annual salary prescribed in Clause 18 for each position as varied in accordance with this Agreement.
- “**Centre**” means a communications facility from which ECV operates emergency communications services.
- “**Computer Aided Dispatch (CAD)**” means the information technology systems used by ECV in the provision of emergency communications services.
- “**Continuous Shift**” means a continuous shift roster that operates through seven (7) days per week and regularly includes work on weekends and Public Holidays.
- “**Customer**” means any one or more of the Emergency Service Organisations (eg. Victoria Police, the Victoria State Emergency Service, the Metropolitan Fire & Emergency Services Board, the Country Fire Authority, the Metropolitan Ambulance Service), and any present or prospective client of ECV.
- “**ECV**” means Emergency Communications Victoria.
- “**Employee**” means a person employed by ECV in various operational classifications as defined in this Agreement.
- “**Employer**” means Emergency Communications Victoria.
- “**Ertecom**” means emergency ambulance service communications.
- “**Full-time Employee**” means an employee engaged under the terms described in Clause 12.
- “**Industrial Action**” has the same meaning as defined in the Workplace Relations Act 1996.
- “**MAS**” means Metropolitan Ambulance Service
- “**Netcom**” means non emergency ambulance service communications.
- “**Operational Employees**” means employees who undertake operational duties at ECV Communications Centres, such as calltakers, dispatchers and team leaders.
- “**Ordinary Hours**” means the rostered hours usually worked by an employee, averaging up to 40 hours per week, inclusive of all categories of leave but excluding overtime.
- “**Overtime**” means time worked in excess of the rostered ordinary time hours per shift, and/or, for full time employees, in excess of 40 ordinary time hours per week.
- “**Standard Operating Procedures**” means the administrative and operational procedures and rules under which ECV employees must operate.
- “**Unions**” means the unions included in Clause 4.

8. EQUAL EMPLOYMENT OPPORTUNITY / HARASSMENT

- 8.1 ECV is committed to the principles of equal opportunity in employment and their actions in this regard will be governed by the spirit and the intent of the relevant Federal legislation. ECV 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 ECV will not tolerate discriminatory behaviour, harassment or bullying and appropriate action will be taken if they are found to occur. Comprehensive policies and procedures are in place and will be maintained to address these issues and provide appropriate protection for employees.

9. OCCUPATIONAL HEALTH AND SAFETY

- 9.1 ECV will provide, monitor and maintain a safe and healthy work environment in accordance with the Occupational Health & Safety Act 1985 (Victoria).
- 9.2 ECV 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.
- 9.3 ECV will ensure that all OH&S Representatives are properly trained (and retrained as appropriate) to enable them to fully perform all their roles and responsibilities as an OH&S Representative under the Occupational Health and Safety Act 1985 (Victoria). The trainer and the training course must be appropriately accredited and may be provided through a union conducted course.
- 9.4 A person will be designated to assume the responsibilities of Occupational Health and Safety (OH&S) Officer for ECV and implementation of ECV's OH&S Policies and Procedures.
- 9.5 Each ECV location shall establish and maintain an Occupational Health and Safety Committee consisting of equal representation of management and employees. The Committee shall meet at least quarterly and be responsible for periodical OH&S audits of the Centres and reports to management. After consultation with local management, a safety representative may invite a relevant union official to attend the meeting for the purpose of discussing specific safety issues that have not been resolved at the workplace.
- 9.6 All ECV worksites are designated smoke free environments.
- 9.7 All parties to this Agreement commit to abide by all relevant regulations, codes of practice and national standards in respect to occupational health and safety.
- 9.8 Urgent attention will be paid by all parties to any changed or additional requirements in OH&S which should properly apply to ECV and its employees as an emergency service.

10. LOCATION

- 10.1 Each employee will be based at a specific location (ie 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 employees personal circumstances. Any travel or transfer would be by mutual agreement as far as possible. No employee will be required to transfer permanently to or from Ballarat without their agreement.

- 10.2 Employee travel expenses, as per ECV Human Resources policy (relating to "Employee Expenses" and "Vehicle Allowances and Expenses", will be reimbursed to employees requested to attend a location that is not their normal work location. 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.
- 10.3 Travel expenses shall not be paid where an employee has accepted a permanent transfer to another location, or where the employee has voluntarily offered / requested to work overtime shifts at another location.

11. PROBATION

- 11.1 All new permanent employees of ECV will be subject to a probationary period which will extend for one month after they have qualified as a Calltaker Level 1 or Dispatcher Level 1, or 3 months from the commencement of their employment, whichever is the greater. Confirmation of continuing employment beyond the end of the probationary period will be provided before the expiry of the probationary period and will be contingent upon satisfactory progress in a specified training programme, security clearance as required by ECV's contractual obligations to the Emergency Service Organisations and satisfactory work performance.
- 11.2 Employees will be monitored, mentored and assisted as necessary in relation to their performance and behaviour during the probationary period with the view to ensuring they successfully meet all the requirements for continued employment.
- 11.3 Employment may be terminated by ECV or the employee at any time during the probationary period without notice or payment in lieu of notice.

12. HOURS OF WORK

- 12.1 Full-time employees shall be employed for an average total of 2080 ordinary hours per annum resulting in an average of 40 hours work per week within a roster period.
- 12.2 In order to be able to provide for ECV'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 ECV officer. These hours may be during the day, afternoon, night and weekend, unless otherwise specified in existing individual arrangements or agreed between the employee and ECV.
- 12.3 The status quo in relation to hours and rest breaks shall apply unless varied in accordance with sub-clause 24.3 of this Agreement.
- 12.4 Shift lengths for full time employees will generally be a minimum of 8 hours and a maximum of 12 hours.
- 12.5 No employee, who was an employee immediately prior to this Agreement, will be directed, against their will, to work shifts of less than 12 hours total duration.

13. ROSTERS

Rosters will be posted at least 8 weeks in advance as far as practicable.

14. PAYMENT FOR LATE NOTICE OF A TEMPORARY SHIFT CHANGE

Where a change of shift for an employee takes place within 1 week from the date of notification of the change, and the change was initiated by ECV, ECV will pay the employee 1 hour overtime per day until the 1 week notice period has elapsed.

15. DUTIES

- 15.1 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.
- 15.2 Because of the nature of the services provided by ECV to its customers and the recognised need to maintain emergency communication services without interruption, employees shall provide coverage as and when requested by ECV, regardless of planned rostering arrangements. Such coverage shall not be unreasonably requested or withheld and will be subject to clause 21.2

16. EXCLUSIVITY OF EMPLOYMENT

- 16.1 For the duration of employment with ECV, employees will not undertake any other employment, office, or remunerative work, or honorary or voluntary activity (e.g., CFA or SES), which could in any way impinge upon, detract from, interfere with or otherwise restrict their ability to effectively and efficiently carry out their ECV duties and responsibilities.
- 16.2 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 ECV, or in any other way engage in any business or employment which may lead to a conflict of interest with ECV.

17. EMPLOYEE DEVELOPMENT

- 17.1 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 viable operation of the service.
- 17.2 ECV is committed to the development and implementation of comprehensive Performance, Development and Review programmes 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 programmes and resultant accreditation.
- 17.3 Employees are entitled to undertake training to qualify or progress towards qualifying for advancement to a higher classification, subject to training resource capacity, ECV's assessment of the employees suitability and the employees availability. An employees temporary unavailability, because of operational or other reasons, will only impact on the timing of the training.
- 17.4 Selection for training will be on an equitable basis, subject to the provisions of 17.3 above.

17.5 Training Accreditation

As a Registered Training Organisation, ECV will accommodate the training and accreditation of all ECV employees in call taking and dispatching competencies to Certificate II & III (as appropriate), and to Certificate IV for Team Leaders and for employees identified for development as Team Leaders, as determined by the Australian Qualifications Framework, during the life of this Agreement.

17.6 Continuing Education

a) Education Assistance

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

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

b) Study Leave

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

18. SALARIES

18.1 Variations

The following variations will apply to base salaries operative at 30 September 2003:

- a) Increased by 3% per annum from the beginning of the first pay period commencing on or after 1 December 2003.

The following variations will apply to base salaries operative at 30 September 2004:

- b) Increased by a further 3% per annum from the beginning of the first pay period commencing on or after 1 October 2004.

18.2 Schedule

The variations in salaries outlined in sub-clause 18.1 will result in the following operative base annual salaries:

| CLASSIFICATION | | | SALARY (\$) | | |
|----------------|--------------------|-------------------------------|-------------|---------|---------|
| Level | Position | Formerly | 30/9/03 | 1/12/03 | 1/10/04 |
| | Trainee Calltaker | | | 30,806 | 31,730 |
| | Trainee Dispatcher | | | 37,180 | 38,295 |
| 1 | Calltaker | | | 34,656 | 35,696 |
| 1 | Dispatcher | | | 41,827 | 43,082 |
| 2 | Calltaker | Level I Calltaker | 37,386 | 38,508 | 39,663 |
| 2 | Dispatcher | Level 2 Dispatcher | 45,121 | 46,475 | 47,869 |
| 3 | Calltaker | Level 3 Calltaker (Advanced) | 39,964 | 41,163 | 42,398 |
| 3 | Dispatcher | Level 4 Dispatcher (Advanced) | 47,699 | 49,130 | 50,604 |
| 4 | Calltaker | | | 43,818 | 45,133 |
| 4 | Dispatcher | | | 51,785 | 53,339 |
| 1 | Team Leader | Supervisor/Team Leader | 55,026 | 56,677 | 58,377 |
| 2 | Team Leader | | | 59,332 | 61,112 |

18.3 Salary Criteria

Payment of the salaries specified in 18.2 shall be in accordance with the following provisions;

- a) The Trainee Calltaker and Trainee Dispatcher salaries shall be payable from commencement of employment until the employee has successfully completed the relevant Calltaker / Dispatcher training. From that time they will progress to Level 1 Calltaker and Level 1 Dispatcher as appropriate
- b) A calltaker training as a Dispatcher will be paid at their current rate or the Trainee Dispatcher rate, whichever is the higher.
- c) The salary for Level 1 Calltaker and Level 1 Dispatcher shall be payable up to the first anniversary of the date employment commenced (ie as a Trainee) at which time the employee will progress to Level 2 Calltaker or Level 2 Dispatcher as appropriate.
- d) A Calltaker who, having completed training as a Dispatcher is completing their period of consolidation up to the first anniversary of the date their Dispatcher training commenced, will be paid at their current rate or the Level 1 Dispatcher rate, whichever is the higher.
- e) The salary for Level 3 Calltaker shall be paid to employees who gain and maintain their accreditation in Calltaking for at least 3 Emergency Services,
- f) The salary for Level 3 Dispatcher shall be paid to employees who gain and maintain their accreditation in Dispatching for at least 3 Emergency Services.

- g) The salary for Level 4 Calltaker shall be paid to employees who gain and maintain their accreditation in Calltaking for at least 4 Emergency Services.
- h) The salary for Level 4 Dispatcher shall be paid to employees who gain and maintain their accreditation in Dispatching for at least 4 Emergency Services.
- i) Where a Dispatcher is qualified as a Calltaker in 2 different Emergency Services (ie different from the Dispatcher Services which justify their higher qualification) those 2 services combined are the equivalent of 1 Dispatcher Service eg a Dispatcher qualified in MFESB and CFA (2 Services) may also be qualified as a Calltaker in Netcom and Ertcom. The Netcom and Ertcom Calltaker Services are equivalent to 1 Dispatcher Service and would meet the base requirements for a Level 3 Dispatcher.
- j) The salary for Level 2 Team Leader shall be paid to Team Leaders who gain and maintain their accreditation in 2 or more of the following – fire dispatch (MFESB together with CFA), MAS dispatch (Ertcom) and Police dispatch.
- k) Provided, that, with the exception of Calltaker and Dispatcher Levels 1 and 2, attaining the pre-requisite competencies does not automatically entitle the employee to progress to the next Level. There must be a vacancy available for the employee to fill. However, when an accredited employee is required to apply the competencies outlined in this clause, the appropriate increment will apply.
- l) Re-accreditation and establishment of the competencies must be obtained annually to remain at Levels 3 or 4 or Team Leader Level 2. Retention at those Levels will not be jeopardised by lack of access to, or opportunity for, training or practice.

18.4 Emergency Services

The Emergency Services for the purposes of this clause are:

- a) Police
- b) Ambulance Service – Ertcom
- c) Ambulance Service – Netcom
- d) State Emergency Service
- e) Metropolitan Fire & Emergency Services Board
- f) Country Fire Authority

18.5 Annual Salary

The integrity of the annual salary will be maintained, regardless of any reduction in the hours of work or changes to shift rosters, which may be implemented.

18.6 Workplace Trainer

An employee who is selected as a Workplace Trainer and who successfully completes an accredited Certificate IV in Assessment and Workplace Training course shall receive an annual payment of \$4,000. This amount will be added to the employee's salary for all purposes for the duration of the appointment as a Workplace Trainer. Continuation in the role of Workplace Trainer and therefore continuation of this payment, in each case, shall be reviewed annually.

18.7 Mentor Allowance

A Mentor Allowance of \$2.00 per hour shall be paid to all ECV accredited Mentors while they are performing their mentoring duties.

18.8 Hourly Rate

The hourly pay rate will be based on the number of normal full time hours of work stipulated in Clause 12 of this Agreement, as per the following formula:

$$\frac{\text{gross annual salary}}{\text{full time normal hours per annum}} = \$ \text{ hourly rate}$$

19. SHIFT PENALTIES

19.1 The following shift penalties apply to ordinary hours actually worked:

| SHIFT | DEFINITION | RATE |
|--|---|---|
| Afternoon (Monday to Friday) | <ul style="list-style-type: none">• A shift commencing after noon where at least half of the shift is worked after 6 pm.• 11am to 11pm shift at Tally Ho and Ballarat. | 12.5% from 1/4/03 to 30/9/03 15% from 1/10/03 |
| Night (Except where Saturday, Sunday or Public Holiday rates apply) | <ul style="list-style-type: none">• Where at least half of the shift is worked after 11pm.• Where an equal number of hours are worked before and after midnight Friday, the Saturday rate applies. | 12.5% from 1/4/03 to 30/9/03 15% from 1/10/03 to 30/6/05 25% from 1/7/05 |
| Saturday | <ul style="list-style-type: none">• Where at least half of the shift is worked between midnight Friday and midnight Saturday, except that:• Where an equal number of hours are worked before and after midnight Saturday, the Sunday rate applies. | 12.5% from 1/4/03 to 30/9/03 15% from 1/10/03 to 30/6/04 50% from 1/7/04 |
| Sunday | <ul style="list-style-type: none">• Where at least half of the shift is worked between midnight Saturday and midnight Sunday.• 7pm Sunday to 7am Monday shift at the VPC. | 12.5% from 1/4/03 to 30/9/03 15% from 1/10/03 to 30/6/04 100% from 1/7/04 |
| Public Holiday | <ul style="list-style-type: none">• Where at least half of the shift is performed on the public holiday.• At the VPC, where the shift commences at 7pm on the Public Holiday and concludes at 7am the following day. | 12.5% from 1/4/03 to 30/9/03 15% from 1/10/03 to 30/6/04 150% from 1/7/04 |

19.2 Shift Penalty Application

- a) penalties are paid for all the ordinary hours worked in the particular shift.
- b) penalties are applied to the ordinary hours rate for the shift.
- c) penalties are not payable during periods of leave.
- d) penalties are not payable during periods of overtime.
- e) 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 ECV 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.

20. HIGHER DUTIES

Employees engaged temporarily in duties of a classification higher than their own, will be paid the higher classification rate provided the higher duties are performed for at least two (2) consecutive hours.

21. OVERTIME

- 21.1 Overtime will be paid at the rate of time and a half for the first two hours, double time thereafter, and shall be calculated on a daily basis.
- 21.2 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:
 - a) any risk to employee health and safety;
 - b) the employee's personal circumstances including any family responsibilities;
 - c) the needs of the workplace or enterprise;
 - d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - e) any other relevant matter.
- 21.3 An employee recalled to work overtime after leaving work shall be paid a minimum of four (4) hours at overtime rates. Provided that an employee requested to commence a shift early, shall be paid overtime only for the hours worked prior to the normal shift commencement.
- 21.4 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 will be paid as overtime.
- 21.5 Overtime worked on a Public Holiday or Alternative Public Holiday in excess of the ordinary rostered hours will be paid at triple ordinary time.

21.6 An employee may elect to take time off normal rostered duty in lieu of overtime, subject to the following:

- a) the time off granted would be no more than the actual time worked;
- b) an employee may take a maximum of one day at a time;
- c) an employee may bank a maximum of 2 days / shifts in total; and
- d) the time off may be taken at a time agreed between the employee and the relevant manager, and must take into consideration operational requirements.

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

22. MEAL ALLOWANCE

22.1 A meal allowance is payable to employees required to work unplanned overtime for at least two (2) hours beyond the end of their normal or overtime shifts, provided the total hours worked for the shift, inclusive of overtime, is not less than ten (10).

22.2 The meal allowance payable for each such instance will be fifteen dollars (\$15).

23. PROFESSIONAL INDEMNITY

An insurance cover for professional indemnity is provided for all employees. The cost is borne by ECV.

24. WORKPLACE REFORM

24.1 Where ECV intends to carry out a substantial change in operations, including:

- a) a material change to the manner in which work is organised and/or where work is performed; and/or
- b) the introduction of new or upgraded equipment; and/or
- c) the need for new skills and/or responsibilities and/or retraining or redeployment; and/or
- d) substantial variations to shift rosters, total working hours, total number of working days or rest breaks quantum,

the employees affected and their Union will be advised in writing as soon as practicable.

24.2 Thereafter, appropriate consultation, including on termination, change and redundancy, will occur between the parties in order to ensure that the reforms are introduced in a smooth manner and employee and ECV interests and concerns are addressed.

24.3 The following process will apply for any substantial variation to shift rosters, total working hours, total number of working days, or rest breaks quantum:

- 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.

24.4 It is not intended that variations to normal day-to-day rostering arrangements for individual employees be included in this provision.

25. ANNUAL LEAVE

- 25.1 Annual leave shall accrue at the rate of 160 hours per annum for all full-time employees. For those on Continuous Shift, Annual Leave shall accrue at the rate of 200 hours per annum.
- 25.2 Such leave shall be taken at a mutually agreed time, as far as practicable, subject to:
 - a) annual leave cannot be taken in the first three (3) months of employment, unless authorised by the Centre Manager.
 - b) annual leave entitlements must be taken within 12 months of the full entitlement falling due, unless special circumstances exist and approval to defer is granted by the Centre Manager.
- 25.3 Any entitlement to annual leave which has properly accrued in terms of this Agreement and has not been taken as leave by an employee will be paid to that employee on termination.

26. LONG SERVICE LEAVE

- 26.1 An employee is entitled to Long Service Leave on completing 10 years continuous employment with ECV (and Intergraph BEST (Vic) Pty Ltd).
- 26.2 Where an employee's employment is ended for any reason other than dismissal for serious and wilful misconduct, and the employee has completed at least 5 but less than 10 years continuous service with ECV and Intergraph BEST (Vic) Pty Ltd, the employee is entitled to payment of long service leave in respect of that service.
- 26.2 Long Service Leave shall accrue as follows:
 - a) for service prior to 1 October 2003
Long Service Leave shall be in accordance with the Long Service Leave Act 1992. (ie at the rate of 13 weeks leave on ordinary pay on completing 15 years continuous employment with ECV (and Intergraph BEST (Vic) Pty Ltd).
 - b) for service after 1 October 2003
At the rate of 13 weeks leave on ordinary pay on completing 10 years continuous employment with ECV (and Intergraph BEST (Vic) Pty Ltd).

27. PARENTAL LEAVE

- 27.1 Parental leave shall be granted in accordance with the provisions of the Workplace Relations Act 1996 (Schedule 14), except as provided for in this clause. The following is an outline of the provisions. Full details are included in ECV Policies and Procedures.

27.2 Parental leave encompasses maternity leave, paternity leave and adoption leave, and is available to all full and part-time employees who have been employed for a 12 month period or more immediately preceding the commencement of the leave.

27.3 The leave is unpaid (including Public Holidays), except as detailed in 27.6 (a) and 34.5 and is available for a period of up to 52 weeks for both full time and part time employees in one unbroken period. Sick leave is not available and no leave entitlements accrue during the period of parental leave.

27.4 Employees may take any other forms of paid leave to which they are entitled, such as annual or long service leave, in substitution for some or all of this 52 week period.

27.5 The maximum entitlement to paternity leave is reduced by any maternity leave taken by the employee's spouse. Paternity leave cannot normally be taken while the employee's spouse is on maternity leave, except for the paid periods provided in 27.7.

27.6 a) Paid maternity leave of 6 weeks on full pay, or 12 weeks on half pay, at the discretion of the employee, commencing no earlier than 6 weeks before the estimated date of birth.

b) A further payment of 6 weeks full pay, will be provided three (3) months after return to work (in either a full time or permanent part time capacity) subsequent to confinement, provided employment is continuous for that period.

c) Payment will be based on the average ordinary time rate of earnings (ie excluding shift penalties, overtime and mentor allowance, but including higher duties) for the six (6) months period prior to commencing maternity leave.

27.7 Paid paternity leave will be provided for one (1) week at the ordinary time rate of pay. This leave may be taken within two (2) weeks either side of confinement

27.8 Employees returning from periods of parental leave are entitled to the same position, and the same salary, held by them immediately before going on leave. If such a position is not available, they will be placed in a position as nearly comparable in status to that of their former position.

28. BEREAVEMENT LEAVE

28.1 An employee shall be entitled to a maximum of three consecutive shifts paid leave on each occasion and on production of satisfactory evidence of the death of:

a) a member of the employee's immediate family; or

b) a member of the employee's household, where the employee has had a relationship of care of the person concerned.

28.2 The term "immediate family" includes:

a) a spouse (including a de facto spouse and same sex partner) of the employee; and

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

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

29. PERSONAL / CARER'S LEAVE

29.1 A full time employee with responsibilities in relation to either, members of their immediate family, or members of their household (as defined in Clause 28.1b), who need their care and support, shall be entitled to special leave, up to 36 hours per annum as personal / carer's Leave, to provide care and support for such persons when they are ill.

29.2 The term "immediate family" includes:

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

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

29.4 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.

29.5 Personal / carer's leave may be taken for part of a single day/shift.

29.6 Personal / carer's leave described in this clause shall not be cumulative.

29.7 In addition, employees may use part or all of their sick leave provision described in Clause 30, for the same purpose and under the same conditions as personal / carer's leave.

30. SICK LEAVE

30.1 For reasons of personal illness, incapacity or injury:

- a) a full-time employee shall be entitled to 96 hours sick leave per year.
- b) in the first year of employment, sick leave will accrue and be credited on a pro-rata basis from commencement of employment. In the second and subsequent years, full time employees will be credited with their full entitlements on the anniversary of their commencement.
- c) only thirty six hours paid sick leave without a medical certificate will be allowed in any 12 months period. This is not cumulative.
- d) for all other absences due to illness or injury, the employee shall provide a medical certificate from a duly qualified medical practitioner (ie Doctor of Medicine, Dentist, Podiatrist, Optometrist, Psychologist, Physiotherapist or Chiropractor).
- e) unused sick leave shall be cumulative.
- f) entitlements to sick leave are not subject to a cash payment on termination.

31. PUBLIC HOLIDAYS

- 31.1 Employees are entitled to payment at double time rates (ie excluding shift penalties) for all ordinary hours worked on public holidays or a nominated alternative public holidays (see 31.3 below). From 1 July 2004, where a public holiday shift penalty is paid in accordance with Clause 19, payment will be at single time plus the penalty rate detailed in Clause 19.1.
- 31.2 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.
- 31.3 The specified public holidays are:
 - New Year's Day
 - Australia Day
 - Labour Day
 - Good Friday
 - Easter Saturday
 - Easter Monday
 - Anzac Day
 - Queen's Birthday
 - Melbourne Cup Day (or alternative day for country based employees)
 - Christmas Day
 - Boxing Day

or such other days as may be determined pursuant to the Award.

- 31.4 For pay, shift penalty and overtime payment purposes, individual employees may, with the specific approval of their Centre Manager, substitute another day of religious significance for Good Friday, Easter Saturday, Easter Monday and / or Christmas Day.
- 31.5 Clause 31.3 is subject to any relevant variation in the Award.

32. SUPERANNUATION

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

33. CASUAL EMPLOYMENT

- 33.1 Casual employees are engaged to work irregular and / or intermittent hours and are paid on an hourly basis.
- 33.2 Casual employees are paid at the ordinary hourly rate paid to full-time employees, as in sub Clause 18.2, plus a loading of 25% for each hour worked.
- 33.3 Pay rates will be based on the relevant classification and skill level for the duties performed.

34. PART-TIME EMPLOYMENT

- 34.1 Part-time employees are engaged to work for a regular, specified number of hours averaging less than 40 hours per week. The minimum shift period is 4 hours.
- 34.2 Part-time employees are paid at the ordinary hourly rate paid to full-time employees, in accordance with sub Clause 18.2, for each hour worked.
- 34.3 Hours worked in excess of the specified ordinary hours per shift and per week will be paid at overtime rates
- 34.4 Pay rates will be based on the relevant classification and skill level for the duties performed.
- 34.5 Part time employees are entitled to paid leave on a pro rata basis compared with the ordinary hours for full time employees, with the exception of the bereavement leave provisions which are included in clause 28.1.

35. JOB SHARING

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

36. ACCIDENT PAY

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

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

37. TRADE UNION TRAINING

- 37.1 Paid trade union training will be available up to a maximum of five (5) days per annum per employee group served (ie Police, MAS, Fire(Tally Ho) and Fire(Ballarat). Further periods of leave may only be granted by the Centre Manager.
- 37.2 The employees to receive the training will be nominated by the relevant Union.
- 37.3 Release for training will be subject to the work place requirements and must be approved by the Centre Manager but will not be unreasonably refused.
- 37.4 If the Trade Union Training provision is not utilised in one year, it may be utilised in part or in total in the following year.

38. UNIFORM

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

39. DRUGS AND ALCOHOL

It is a condition of employment that employees shall not be on ECV 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.

40. ECV POLICIES, PROCEDURES AND PROTOCOLS

ECV shall ensure that all relevant policies, procedures and protocols are communicated in writing to employees. Employees shall familiarise themselves with and abide by all of these provisions, especially the Standard Operating Procedures and Control Room Protocols, or equivalent.

41. SETTLEMENT OF DISPUTES

- 41.1 If any dispute or grievance arises between ECV and an employee(s), it shall be dealt with in the following manner:
 - a) the dispute or grievance must first be discussed by the affected employee(s) with his or her supervisor;
 - b) if not settled, the employee(s) may then request a representative, who may be a Union representative, to be present and the dispute or grievance shall be discussed with the relevant Centre Manager.
 - c) if a dispute still remains unresolved, it shall be referred to the General Manager, Human Resources, or such appropriate employer representative as shall be appointed by the General Manager, Human Resources.
- 41.2 If after following steps 41.1a, 41.1b and 41.1c, the dispute remains unresolved, it may be referred to the Australian Industrial Relations Commission for conciliation, and where necessary, arbitration to determine the matter. The decision of the AIRC must be accepted by the parties subject to any appeal available.
- 41.3 Employee(s) shall be entitled to have a representative, who may be a union representative, present at any or all steps in this procedure.
- 41.4 Steps 41.1a, 41.1b and 41.1c shall normally take place within 10 calendar days.
- 41.5 During this disputes resolution process, both ECV and the aggrieved employee(s) shall co-operate to ensure that these procedures are carried out expeditiously.
- 41.6 Until the dispute / grievance is determined, work shall continue normally in accordance with the existing work practices before the dispute / grievance arose.

No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.

Because of the emergency nature of the services provided and the need to maintain emergency services, industrial action will not occur which can directly or indirectly impinge upon or in any way disrupt or interfere with ECV providing normal services to

its customers or the continuance of existing work practices, contrary to the Workplace Relations Act 1996.

41.7 Resolution of occupational health and safety issues under this clause are subject to the relevant state occupational health and safety legislation and are not subject to subclause 41.6.

42. TERMINATION

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

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

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

42.2 There will not be any redundancies during the term of this Agreement.

42.3 At the date of separation, an employee must return to ECV:

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

42.4 The summary dismissal of any employee shall be in accordance with ECV's policies and procedures which shall be consistent with the provisions of the Workplace Relations Act 1996.

42.5 Clauses 42.1 and 42.2 do not apply to casual employees.

43. TRANSMISSION OF BUSINESS

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

- a) the continuity of service of the employment of the employee will be deemed not to have been broken by reason of such transmission (for all purposes, including redundancy); and
- b) the period of employment that the employee has had with the transmitter, or any prior transmitter, will be deemed to be service of the employee with the transmittee (for all purposes, including the calculation of redundancy payments).

44. RIGHT OF ENTRY

A duly accredited representative of a union party to this Agreement may enter the premises of the relevant Centre for the purpose of interviewing employees on legitimate union business, under the following conditions:-

- a) That Centre Management is advised as soon as practicable and on arrival at the Centre and provided with a valid reason for the visit;
- b) The representative ensures that the visit in no way detracts from, or otherwise adversely affects, the operation of the business;
- c) The representative is not permitted to communicate with employees at their work station or during a period when they are in the process of engagement in normal operating procedures; and
- d) The representative shall comply with the Centres security arrangements.

45. CONSULTATION

- 45.1 A Consultative Committee shall be established as a formal means of discussing significant matters which impact or may impact on employees or which may be potential areas of dispute.
- 45.2 The Consultative Committee shall consist of:
 - a) three representatives of management;
 - b) an elected employee representative from each service; and
 - c) a union official from each of the unions with coverage and members in ECV.
- 45.3 The Committee shall meet as required and at least twice yearly.
- 45.4 The Committee shall, as soon as practicable, consider and make recommendations in relation to, the union proposed OH&S policy and issue resolution chart.

46. NO EXTRA CLAIMS

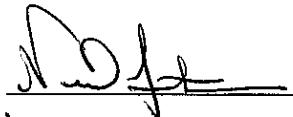
- 46.1 No extra claim shall be made during the life of the Agreement, save that a party to the Agreement may apply to have the Award varied for the purposes of maintaining it in accordance with clause 46.2
- 46.2 Maintenance of the Award is limited to the incorporation into it of safety net wage increases and test case standards.

SIGNATURES OF THE PARTIES:

Signed on behalf of Emergency Communications Victoria

N Foster, Chief Executive Officer

(signature)



DATED this

19th

day of

April

2004

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

Name

Len Cooper

(signature)



DATED this

19th

day of

April

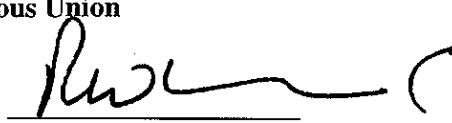
2004

Signed on behalf of the Liquor, Hospitality and Miscellaneous Union

Name

Rod Morris

(signature)



DATED this

23rd

day of

April

2004

Signed on behalf of the United Firefighters Union of Australia

Name

Peter Marshall

(signature)



DATED this

20th

day of

April

2004

Signed on behalf of the Australian Municipal, Administrative, Clerical and Services Union
(Victorian Services & Energy Branch)

Name

Norman McManus

(signature)



DATED this

26th

day of

April

2004