

[2020] FWCA 2122

The attached document replaces the document previously issued with the above code on 23 April 2020.

Amendment made to subject line of decision from “*Application for approval of the Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2020*” to “*Application for approval of the Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2019*”.

Associate to Deputy President Young

Dated 24 April 2020



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Emergency Services Telecommunications Authority
(AG2020/672)

EMERGENCY SERVICES TELECOMMUNICATIONS AUTHORITY OPERATIONAL EMPLOYEES ENTERPRISE AGREEMENT 2019

State and Territory government administration

DEPUTY PRESIDENT YOUNG

MELBOURNE, 23 APRIL 2020

*Application for approval of the Emergency Services Telecommunications Authority
Operational Employees Enterprise Agreement 2019.*

[1] The Emergency Services Telecommunications Authority (the Employer) has made an application for approval of an enterprise agreement known as the *Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2019* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

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

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application, the accompanying statutory declaration, and the additional information provided by the Employer, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] As lodged, the Agreement at clause 1 provided that the name of the Agreement is the *Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2020*. The Employer provided submissions on 15 April 2020 that the correct name of the Agreement is the *Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2019* and that the error at clause 1 was due to version control issues. I note that the title page to the Agreement states the name of the Agreement as the *Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2019*. The Employer sought that pursuant to s 586 of the Act the name of the Agreement in clause 1 be amended to reflect the correct name. An amended page 1 to the Agreement was provided by the Employer on 23 April 2020. In the circumstances, I am

satisfied that the amendment should be allowed and that it is appropriate to do so pursuant to s 586 of the Act.

[5] Pursuant to s 202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[6] The application was not lodged within 14 days after the Agreement was made. The Employer provided submissions at question 1.4 of their Form F16 filed on 12 March 2020 as to the explanation for the late lodgement. On the basis of those submissions, pursuant to s 185(3)(b) of the Act, in all the circumstances I consider it fair to extend the time for making the application to the date it was actually made.

[7] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, the United Firefighters' Union of Australia, and the United Workers' Union, being bargaining representatives for the Agreement, have given notice under s 183 of the Act that they seek to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declarations provided by the organisations, I note that the Agreement covers the organisations.

[8] The Agreement was approved on 23 April 2020 and, in accordance with s 54, will operate from 30 April 2020. The nominal expiry date of the Agreement is 30 June 2023.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2020/672

Applicant:
Emergency Services Telecommunications Authority

Section 185 – Application for approval of a single enterprise agreement

Undertakings — Section 190

I, Mark Hewitson, Executive Manager — Workplace Relations & Business Partnering, for the Emergency Services Telecommunications Authority (**ESTA**) give the following undertakings with respect to the *Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2019 (Agreement)*:

Authority to give undertakings

1. I have the authority given to me by ESTA to provide this undertaking in relation to the application before the Fair Work Commission.

Concurrent parental leave

2. Employees will be entitled to unpaid concurrent leave in accordance with the National Employment Standards.
3. Pursuant to clause 35.15.1 of the Agreement, two Employees eligible for paid parental leave pursuant to clause 35 may take one week of the paid parental leave entitlements set out at clause 35.3 concurrently.

Minimum engagement period for casual employees

4. Casual Employees covered by the Agreement will be engaged for a minimum of three hours per shift.


Signature

17/4/2020
Date



Note - the model flexibility term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

**Emergency Services
Telecommunications Authority
Operational Employees
Enterprise Agreement 2019**

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1 Title

This Agreement shall be known as the Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2019.

2 Incidence of Agreement

- 2.1 This Agreement shall apply to the operations of the Emergency Services Telecommunications Authority in the State of Victoria with respect to Employees defined in clause 6 of this Agreement.
- 2.2 No Employee shall be worse off as a result of the application of this Agreement.

3 Application

- 3.1 This Agreement shall cover:
- 3.1.1 The Emergency Services Telecommunications Authority (“**ESTA**”); and
 - 3.1.2 All Employees of ESTA as defined in clause 6.
- 3.2 In accordance with section 183 of the FW Act, the Agreement will also cover a union (as defined) that was a bargaining representative for the purpose of the proposed agreement, provided that FWC in its decision to approve this agreement notes that the Agreement covers that union.

4 Objectives

- 4.1 ESTA provides Computer Aided Dispatch communications for a range of Victorian Emergency Services Organisations. Because of the emergency nature of the operations, a high quality, uninterrupted service is essential. ESTA is committed to the provision of a first class service, designed to exceed the expectations of its Customers and the public and attain world best practice.
- 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 30 June 2023.
- 5.2 The parties to this Agreement commit to commence negotiations for an ensuing agreement at least six months prior to the expiration date of this Agreement.
- 5.3 The Unions will have three Employee delegates per Union released from work to attend

bargaining meetings for the ensuing agreement.

5.4 Any Employee of ESTA participating in bargaining as either a representative of a Union(s) or individual bargaining representative will do so in accordance with the following arrangements.

5.4.1 If the Employee is working during a bargaining meeting, the Employee will be released from work to attend.

5.4.2 If the Employee is not rostered to work:

(a) ESTA 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 his or her usual place of work at their ordinary rate of pay.

5.4.3 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.

5.4.4 ESTA will make a Myki (or equivalent) card available as an alternative.

6 Definitions

In this Agreement:

AV means Ambulance Victoria.

Award means the Victorian State Government Agencies Award 2015.

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

Base Salary means the relevant annual salary prescribed in clause 25.2 and 25.6 for each position as varied in accordance with this Agreement.

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

CFA means Country Fire Authority.

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

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

Customer means any one or more of the emergency service organisations (e.g. Victoria Police, the Victoria State Emergency Service, the Metropolitan Fire & Emergency Services Board, the Country Fire Authority, Ambulance Victoria), and any present or prospective client of ESTA.

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

Employer means the Emergency Services Telecommunications Authority.

Ertcom means emergency ambulance service communications.

ESTA means the Emergency Services Telecommunications Authority.

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

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

FWC means the Fair Work Commission.

FW Act means the *Fair Work Act 2009*.

FW Regulations means the *Fair Work Regulations 2009*.

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

Multi-skilled Employee means any Employee qualified in a primary work stream and any additional skill from another work stream as follows:

Ambulance: Ertcom or Netcom

Fire: CFA or MFB

Police: Police or SES.

NES means the National Employment Standards in the FW Act.

Netcom means non-emergency ambulance service communications.

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 ESTA's fortnightly pay period

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 mutually agreed weeks the employees roster follows 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 12.11. Rostered Hours includes Ordinary Hours and any WIL or ROT hours.

ROT means rotational overtime.

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

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

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

Unions means:

- (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).

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.

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

7 Relationship with Award

- 7.1 The Award underpins this Agreement but does not apply to Employees whilst this Agreement is in operation.
- 7.2 The FWC will assess whether Employees are better off overall under the Agreement than they would be if the Award covered and applied to them when considering whether to approve this Agreement.

8 Equal Employment Opportunity / Harassment

- 8.1 ESTA is committed to the principles of Equal Opportunity in employment and its actions in this regard will be governed by the spirit and the intent of the relevant Federal and State legislation. ESTA is also committed to increasing the skill and competency levels of all Employees and to providing equal opportunity for promotion and access to career path progression.

- 8.2 ESTA will not tolerate discriminatory behaviour, harassment or bullying and appropriate action will be taken if they are found to occur. Comprehensive policies and procedures are in place and will be maintained to address these issues and provide appropriate protection for Employees.

9 OH&S and Fire Wardens

- 9.1 ESTA will train all Employees in safe working practices to ensure they understand their rights and responsibilities to protect their own health and safety and to avoid adversely affecting the health and safety of any other person through any act or omission at work.
- 9.2 ESTA will ensure that all OH&S Representatives and Fire Wardens are properly trained (and retrained as appropriate) to enable them to fully perform all their roles and responsibilities as required by ESTA 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 ESTA and implementation of ESTA's OH&S policies and procedures.
- 9.4 Each ESTA 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.

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 ESTA policy and within the limits of the Australian Taxation Office schedule.
- 10.6 Travel expenses shall not be paid where an Employee has accepted a permanent transfer to another location, or where the Employee has voluntarily offered / requested to work Overtime shifts at another location.

11 Probation

- 11.1 All new permanent Employees of ESTA will be subject to a probationary period which will extend for 6 months from the commencement of their employment. Confirmation of continuing employment beyond the end of the probationary period will be provided before the expiry of the probationary period and will be contingent upon satisfactory progress in a specified training programme, security clearance as required by ESTA's contractual obligations to the Emergency Service Organisations and satisfactory work performance.
- 11.2 Employees will be monitored, mentored and assisted as necessary in relation to their performance and behaviour during the probationary period with the view to ensuring they successfully meet all the requirements for continued employment.
- 11.3 Employment may be terminated by ESTA or the Employee at any time during the probationary period in accordance with clause 55 of this Agreement.

12 Hours of Work

- 12.1 Ordinary Hours of work are the hours of work agreed between ESTA 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 ESTA's 24 hours a day, seven days per week operation, Employees shall work these hours, as appropriate, on a roster as prepared by the responsible ESTA officer. These hours may be during the day, afternoon, night and weekend, and include Public Holidays unless otherwise specified in existing individual arrangements or agreed between the Employee and ESTA.
- 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 Early Knock Off Shift; or
 - (c) 6.65 hours per 7 hour Early Knock Off 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 Any Part-time Employee on Roster A, B or C – 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 12.12.

12.6 Rosters

ESTA operates four distinct rosters at its three Centres which are set out below at 12.7 to 12.11. The start and finish times of the rosters below apply to Call-Takers and Dispatchers — the start and finish times of Team Leaders will be set by reference to the Employees they supervise but adapted according to operational requirements (e.g. may start and finish up to 1 hour before Employees they supervise). ESTA will not unilaterally alter Team Leaders start and finish times. The four rosters can be varied in accordance with clause 31 (Workplace Reform) of this Agreement.

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 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.
- 12.7.5 Roster A is the standard roster for:
- (a) Fire Tally Ho – 0600-1800 dayshift, 1800-0600 nightshift
 - (b) Fire Ballarat – 0700-1900 dayshift, 1900-0700 nightshift
 - (c) Ambulance Tally Ho – 0600-1800 dayshift, 1800-0600 nightshift
 - (d) Ambulance Ballarat – 0630-1830 dayshift, 1830-0630 nightshift
 - (e) 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 43 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 WTC rotation comprises of 2 dayshifts, 1 rostered day off, 2 nightshifts, 3 rostered days off. Every fourth rotation, Early Knock Off Shifts are worked instead of the 2 nightshifts.
 - (b) Police Ballarat rotation comprises of 2 dayshifts, 2 nightshifts, followed by 4 consecutive rostered days off. Every fourth rotation, Early Knock Off 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 12.8.2 (such as 4 consecutive days and no nights, or two nights on, two days off, two nights on, two days off 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.
- 12.8.5 Roster B is the standard roster for:
 - (a) Police WTC– 0700-1900 dayshift, 1900-0700 nightshift
 - (b) Police Ballarat – 0700-1900 dayshift, 1900-0700 nightshift
- 12.8.6 A Part-time Employee may be engaged on this roster as per clause 43 (part time clause) and will have weekly hours averaged over 8 weeks. Part-time Employees working on this roster do not receive WIL.
- 12.8.7 An Early Knock Off Shift (EKO) is a shift of either 7.5 or 7 hours and is rostered by the relevant ESTA officer subject to clause 15.8 (8 weeks' notice clause).

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 12.15 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) 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.
- 12.9.5 Roster C is a roster worked by some employees at Fire Ballarat – 0700-1900 dayshift, 1900-0700 nightshift.
- 12.9.6 The Employees on this roster may be engaged part -time as per clause 43 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 Roster D is the standard roster for all Off-Shift WPTs at all sites and services

12.11 Roster E

- 12.11.1 Roster E 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 or D; or
 - (b) a roster whereby a Part-time Employee (as per clause 43) works less than 38 Ordinary Hours per week but does not work on Roster A, B, C or D.
- 12.11.2 Roster E Employees are not entitled to either WIL or ROT and do not work Make Up Hours.

12.12 Leave Deductions

- 12.12.1 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).
- 12.12.2 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.
- 12.12.3 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.

12.13 Shift Lengths

- 12.13.1 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.
- 12.13.2 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.

12.14 Rotational Overtime (ROT)

- 12.14.1 In order to meet the rostering needs set out in 12.2, ESTA requires Full-time Employees on Roster A to work rotational overtime or **ROT**.
- 12.14.2 ROT is part of an Employee's Rostered Hours, however, it does not form part of their Ordinary Hours or WIL hours.
- 12.14.3 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.
- 12.14.4 ROT is paid at time and a half, except for the proportion of the ROT worked on a Sunday (in which case it will be paid at double time) or a Public Holiday (in which case it will be paid at triple time).
- 12.14.5 Shift Penalties are not payable on ROT.
- 12.14.6 ROT may be converted to Time in Lieu as per clause 28.6 (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.
- 12.14.7 ROT is not payable during periods of leave.

12.15 Make Up Hours

- 12.15.1 Each Full-Time Employee on Roster C is entitled to work their Make Up Hours as detailed in this clause.
- 12.15.2 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 ESTA in order to meet an average of 38 Ordinary Hours per week over the previous Roster Cycle.
- 12.15.3 The Make Up Hours Pool hours are considered Ordinary Hours.
- 12.15.4 The Make Up Hours Pool Cap is defined as 36 hours.
- 12.15.5 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 12.15.6 to 12.15.9. 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 preceding the Employee's nomination).

12.15.6 *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:
 - 12.15.6.b.1 if electing to work an Overtime vacancy as Make Up Hours, then Overtime rates will not apply, however penalties, as per clause 26, will apply;
 - 12.15.6.b.2 priority shall be given to those who elect to have the Overtime vacancy scheduled as Make Up Hours;
 - 12.15.6.b.3 priority will be given to the Employee with the highest Make Up Hours balance subject to 12.15.6.b.4;
 - 12.15.6.b.4 Make-up Hours will be scheduled in the same way as Overtime vacancies as per the ESTA Shift Vacancy and Overtime Allocation Guidelines; and
 - 12.15.6.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), Union Consultative Committee meetings (clause 60), OH&S meetings (clause 9), team leader meetings or workplace trainer meetings.

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

12.15.8 ESTA'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 15.8;
- (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 ESTA.

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

- 12.15.10 Upon termination of employment (as detailed in clause 55), an Employee must reduce their Make Up Hours Pool fully to 0 hours by choosing one of the options in clauses 12.15.6 to 12.15.9 unless payment in lieu of notice is made under clause 55 in which case 12.15.6 and 12.15.8 are not available. Alternatively, the Employee may, at their discretion, reduce the Make Up Hours Pool fully to 0 by electing to have ESTA deduct the equivalent amount of funds for the hours owed from their final payment.

12.16 Conversion Hours

The following guiding principles will apply to the scheduling of conversions hours:

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

12.17 Training and Conversion hours

- 12.17.1 There will be no requirement for Workplace Trainers to make up conversion hours as a result of conducting their training duties.
- 12.17.2 There will be no requirement for employees to make up conversion hours as a result of participating in training where those hours are 8 or less. Where the hours are more than 8, the additional hours (over 8 hours) to be made up will be determined by ESTA in consultation with the affected employee.

13 Rest breaks

- 13.1 Employees working in the Call-taker or Dispatcher classifications in this Agreement are entitled to a 30-minute paid rest break in every 120 minutes worked, subject to operational requirements. ESTA 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 staff to be recalled to duty. If this occurs, the remainder of their break may be made up at a later time when 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.

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 or D 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 or D who work shifts averaging more than 38 Rostered Hours per week will accrue up to 2 hours 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 or D 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, Roster B or Roster D 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**
- Employees will, at their discretion, nominate at the commencement of each calendar year, or as soon as practical after commencement of employment, whether they intend to take the WIL Payment in one or two payments (one at the end of the financial year and one at the end of the calendar year).
- 14.8 **WIL Time in Lieu**
- 14.8.1 The "WIL Time in Lieu" may be taken as it accrues in lots of no less than one shift.
 - 14.8.2 The approval to take the leave shall be fair and equitable to all Employees and shall take into consideration ESTA's operational requirements.
 - 14.8.3 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 provisions detailed in this clause cannot be taken unless they are 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 are able to retain their WIL balance subject to the provisions of clause 14.8.3.
- 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.

15 Rostering

- 15.1 In order to meet ESTA's operational demands and the needs of Employees, ESTA currently utilises a number of rostering arrangements within its operational workforce (as set out at clauses 12.7 to 12.11).
- 15.2 ESTA's two most prevalent operational rosters are Roster A and Roster B (standard rosters). ESTA agrees not to employ more than 15% of calltakers on non-standard rosters, excluding Employees on individual flexibility arrangements such as those made under the NES.
- 15.3 ESTA may recruit up to 15% of new operational call-taking employees on part-time, non-standard rosters. For the purposes of this clause:
- 15.3.1 The 15% will be calculated as a proportion of the total FTE of call-takers whose primary skill lies in that service.
 - 15.3.2 The 15% will not include those on individually negotiated flexible arrangements.
 - 15.3.3 Non-standard rosters are defined as rosters to which the following parameters apply:
 - (a) no more than one weekend in every two; weekends are defined as the period between 9:00pm Friday night and midnight Sunday night;
 - (b) a minimum rest period of ten hours between rostered shifts; and
 - (c) rostered hours of work to be no more than an average of 32 hours per week.
- 15.4 ESTA will provide a copy of the rosters to be implemented to Employees and the Unions for the purposes of consultation. ESTA must give genuine consideration to all matters raised by Employees and/or their representatives/Unions and provide a written response to any feedback received.
- 15.5 Current employees will be offered the first opportunity to move to any part-time, non-standard rosters prior to their advertisement externally.
- 15.6 After twelve months employment, a Part-time Employee may request conversion to full-time employment. ESTA will not unreasonably refuse this request.
- 15.7 Roster C is a legacy roster currently in operation for a group of Employees whose primary service 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.
- 15.7.1 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.
 - 15.7.2 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 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.
 - 15.7.3 ESTA will, within the first 18 months of the Enterprise Agreement, recruit 4 Fire calltakers directly into Ballarat SECC and 4 Fire calltakers directly to Tally Ho SECC on either Roster A or Roster B. These calltakers will fall within current budgeted FTE for Fire and will not be in addition to existing budget.

- 15.8 Rosters will be posted at least 8 weeks in advance.
- 15.9 Temporary changes to an individual Employee's shift(s) will be achieved by mutual agreement between EST A and Employee as far as is practicable.

16 Coverage and Staffing Levels

- 16.1 In order to ensure that the levels specified in ESTA policy are met, ESTA 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 ESTA guidelines; and
 - 16.1.3 utilise Multi-skilled Employees on shift.
- 16.2 Staffing levels will be regularly reviewed throughout roster periods.
- 16.3 To amend the staffing levels specified in ESTA Operations Staffing Coverage Policy, ESTA must consult with the affected parties as per clause 31 of this Agreement, except where amendments are required due to significant funding or operational changes. Significant funding or operational changes may include, but are not limited to, legislative changes, ESO operational/process changes and budget allocations.
- 16.4 Where amending of staffing levels is required, ESTA will advise the impacted Employees and the Unions as soon as is practicable.

17 Staffing Review

- 17.1 ESTA commits to completing a review of staffing allocation and resourcing within 12 months of this Agreement coming into effect.
- 17.2 The review will be conducted by an independent person, to be agreed by ESTA, the Unions, Emergency Management Victoria and Industrial Relations Victoria.
- 17.3 The terms of reference of the review will be agreed by the parties prior to commencement of the review and this agreement will be facilitated by the independent person.
- 17.4 A working group will support the work of the independent person and will consist of two representatives from ESTA, 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.
- 17.5 The working group will meet on a fortnightly basis to discuss and review ESTA's staffing allocation and associated resources. This may include:
 - 17.5.1 rosters;
 - 17.5.2 recruitment and induction;
 - 17.5.3 training; and
 - 17.5.4 attrition rates.
- 17.6 ESTA will provide relevant data and information in a timely manner.

- 17.7 The working group will attempt to achieve consensus on recommendations. Where this is not possible, the independent person will determine the recommendations.
- 17.8 The independent person will make recommendations to the ESTA Chief Executive Officer for them to consider and if appropriate to make submissions to government based on those recommendations.
- 17.9 Where ESTA does not accept the recommendations of the independent person, ESTA will provide reasons for this in writing to the working group members.

18 Trial of Extended Induction Training

- 18.1 Subject to notification by the Unions of their preferred changes to the curriculum, ESTA will commence a six-month trial of extended induction training for new Employees.
- 18.2 This extension will take the form of additional scenario-based training or extensions of other existing parts of the curriculum by up to a week.
- 18.3 Courses will not be fundamentally redesigned to accommodate this extension.
- 18.4 At the conclusion of the six-month trial period, the early attrition rate (that is, attrition within six months of the commencement of employment) of participating Employees will be compared to the early attrition rate of Employees graduating from the existing course. If there is no measurable improvement in early attrition rates, the training extension will be discontinued.

19 Payment of Wages

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

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 ESTA representative (for example, Workforce Management, Team Leader, Assistant Centre Manager or Executive Manager Operations etc.), ESTA will pay the Employee 1 hour Overtime per day (time and one half) until the 5 day notice period has lapsed.
- 20.2 For the avoidance of doubt:
 - 20.2.1 this payment applies if a representative of ESTA 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.

21 Multi-skilled Employees

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

Multi-skilled Employee to work part of a shift, a shift, a part rotation, or rotation of shifts in their additional service. ESTA commits to provide the following Maintenance Hours:

- 21.1.1 Full-time Call-takers - 12 hours during every three rotations in their additional service;
 - 21.1.2 Full-time Dispatchers - 24 hours during every three rotations in their additional service. ESTA will use best endeavours to roster these hours consecutively; and
 - 21.1.3 Part-time Employees - hours on a pro-rated basis compared to their Full-time equivalents in their additional service.
- 21.2 In the event that ESTA cannot provide the applicable Maintenance Hours outlined in clause 21.1 for operational reasons, ESTA will notify the relevant Multi-skilled Employee as soon as practicable and arrange an alternative time for them to perform their remaining Maintenance Hours.
- 21.3 If, due to operational requirements, the Maintenance Hours are interrupted and the relevant Multi-skilled Employee does not work all of their applicable Maintenance Hours in their additional service, ESTA commits to the following:
- 21.3.1 if the remaining Maintenance Hours in the additional service are to be performed at the Multi-skilled Employee's usual work location, those remaining hours will be performed in the Employee's next two rotations; or
 - 21.3.2 if the remaining Maintenance Hours are to be performed at a work location other than the Multi-skilled Employee's usual work location, the Employee will be provided with one weeks' clear notice while the Employee is on shift of when they will perform the remaining Maintenance Hours in their additional service or the relevant Employee and ESTA may, by mutual agreement, determine when the remaining Maintenance Hours are performed. Any travel will be in accordance with clause 10.
- 21.4 ESTA shall use its best endeavours to ensure that the Maintenance Hours outlined at clause 21.1 above will not be interrupted.
- 21.5 ESTA 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.
- 21.6 When an Employee is training / consolidating in an additional service, ESTA will provide an Employee with 12 hours in their primary service.
- 21.7 ESTA will not compel multi-skilled Call-taker WPT and Call-taker and Dispatcher WPT to train in their additional service if they do not have a sufficient level of comfort in their own skill level to do so.

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 ESTA to its Customers and the recognised need to maintain emergency communication services without interruption, Employees shall provide coverage as and when requested by ESTA, regardless of planned rostering arrangements. Such coverage shall not be unreasonably requested or withheld and will be subject to clause 28.2.

23 Exclusivity of Employment

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

24 Employee Development

- 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 ESTA is committed to the maintenance of comprehensive performance, development and review programs which provide position descriptions for each classification and regular consultation on such issues as performance criteria and measurement and training and development requirements. Employees will be notified in writing of successful completion of training programs and resultant accreditation.
- 24.3 Employees are entitled to undertake training to qualify or progress towards qualifying for advancement to a higher classification covered by this Agreement, subject to training resource capacity, ESTA's assessment of the Employee's suitability (i.e. their current performance would need to be satisfactory and they would need to meet prescribed entry level requirements) and the Employee's availability. An Employee's temporary unavailability, because of operational or other reasons, will only impact on the timing of the training. Such training will occur in paid time and at ESTA's expense.
- 24.4 Selection for training will be on an equitable basis, subject to the provisions of clause 24.3 above.

24.5 Training Accreditation

As a Registered Training Organisation, ESTA will accommodate the training and accreditation of all ESTA employees in call taking and dispatching competencies to Certificate II & III (or as updated by the Victorian Registration Qualifications Authority), and a Diploma of Management or equivalent for Team Leaders and Assistant Team Leaders, as determined by the VRQF or its successor during the life of this Agreement.

24.6 Continuing Education

24.6.1 Education Assistance

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

24.6.2 Study Leave

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

25 Classifications and Remuneration

25.1 Increases to remuneration

Over the life of this Agreement, Employee remuneration will increase by 2.5% on 17 June 2019, 1 July 2020, 1 July 2021 and 1 July 2022 in accordance with clauses 25.2 and 25.3.

25.2 Classifications and rates of pay — 17 June 2019 to 14 August 2020

The following operative Base Salaries will apply from the commencement of this Agreement to 14 August 2020.

Classification	Level	Base Salary before commencement of Agreement	Effective 17 June 2019	Effective 1 July 2020
Trainee Call-taker		\$44,242	\$45,348	\$46,481
Call-taker	1	\$49,773	\$51,017	\$52,292
Call-taker	2	\$55,303	\$56,686	\$58,103
Call-taker	3	\$59,118	\$60,596	\$62,111
Call-taker	4	\$63,391	\$64,976	\$66,600
Call-taker WPT	3	\$65,116	\$66,744	\$68,412
Call-taker WPT	4	\$69,404	\$71,139	\$72,917
Trainee Dispatcher		\$53,396	\$54,731	\$56,099
Dispatcher	1	\$60,072	\$61,574	\$63,113
Dispatcher	2	\$66,745	\$68,414	\$70,124
Dispatcher	3	\$70,558	\$72,322	\$74,130
Dispatcher	4	\$74,915	\$76,788	\$78,707
Call-taker and Dispatcher WPT	3	\$76,557	\$78,471	\$80,432
Call-taker and Dispatcher WPT	4	\$80,928	\$82,951	\$85,024
Off-Shift WPT		\$90,702	\$92,970	\$95,294
ATL		\$79,825	\$81,821	\$83,866
Team Leader	1	\$82,978	\$85,052	\$87,178
Team Leader	2	\$86,865	\$89,037	\$91,262

25.3 Classifications and rates of pay – from 15 August 2020

From 15 August 2020, the following classifications and rates of pay will apply. All increments in the table below that apply to an employee will be added to that employees Base Salary.

Initial Salary	15 August 2020	1 July 2021	1 July 2022
Trainee Call-taker (base upon which all increments are applied)	\$46,481	\$47,643	\$48,834
ATL Level 1	\$83,866	\$85,963	\$88,112
ATL Level 2 (Multi-skilled)	\$89,303	\$91,536	\$93,824
Team Leader	\$97,182	\$99,612	\$102,102
Increment	Starting amount	1 July 2021	1 July 2022
1 year Call-taker	\$6,000	\$6,150	\$6,304
2 year Call-taker	\$4,000	\$4,100	\$4,203
1 year Dispatcher	\$6,000	\$6,150	\$6,304
2 year Dispatcher	\$2,000	\$2,050	\$2,101
ERTCOMM Call-taker	\$2,500	\$2,563	\$2,627
NETCOMM Call-taker	\$2,500	\$2,563	\$2,627
CFA Call-taker	\$2,500	\$2,563	\$2,627
MFB Call-taker	\$2,500	\$2,563	\$2,627
Vicpol Call-taker	\$2,500	\$2,563	\$2,627
SES Call-taker	\$2,500	\$2,563	\$2,627
ERTCOMM Dispatcher	\$2,500	\$2,563	\$2,627
NETCOMM Dispatcher	\$2,500	\$2,563	\$2,627
MFB Dispatcher	\$2,500	\$2,563	\$2,627
CFA Dispatcher	\$2,500	\$2,563	\$2,627
Vicpol Dispatcher	\$2,500	\$2,563	\$2,627
SES Dispatcher	\$2,500	\$2,563	\$2,627
On-shift WPT	\$6,000	\$6,150	\$6,304
Off-shift WPT (paid in addition to the On-shift WPT increment)	\$5,000	\$5,125	\$5,253
3 years of service increment	\$1,000	\$1,025	\$1,051

25.4 Classification structure — from commencement to 14 August 2020

Payment of the salaries specified in clause 25.2 shall be in accordance with the following provisions:

- 25.4.1 The Trainee Call-taker and Trainee Dispatcher salaries shall be payable from commencement of employment until the Employee has successfully completed the relevant Call-taker / Dispatcher training (i.e. signed off as having successfully completed the classroom training). From that time, they will progress to Level 1 Call-taker and Level 1 Dispatcher as appropriate.
- 25.4.2 A Call-taker training as a Dispatcher will be paid at their current rate or the Trainee Dispatcher rate, whichever is the higher.
- 25.4.3 The salary for Level 1 Call-taker and Level 1 Dispatcher shall be payable up to the first anniversary of the date the Employee commenced being paid at Level 1 Call-

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

- 25.4.4 Except as provided in clause 25.4.5, the salary for Level 2 Call-taker and Level 2 Dispatcher shall be payable up to at least the first anniversary of the date the Employee commenced being paid at Level 2 Call-taker or Level 2 Dispatcher, as appropriate. From that time the Employee will progress to Level 3, unless, at the time of advancement to Level 3 their performance is being managed in accordance with a current performance improvement plan. Those Employees will be advanced to Level 3 as soon as their performance improvement plan is successfully completed. A performance improvement plan will not be initiated prior to appropriate consultation with the Employee and the conduct of a formal Employee interview. The Employee has the right at any time to lodge a dispute or grievance under clause 54 (Settlement of Disputes).
- 25.4.5 Following the completion of the period specified in clause 25.4.4, the salary for Level 2 Call-taker shall continue to be paid to Employees who gain and maintain their accreditation in call-taking for the NETCOMM service only.
- 25.4.6 Following the completion of the period specified in clause 25.4.4, the salary for Level 2 Dispatcher shall continue to be paid to Employees who gain and maintain their accreditation in Dispatching for the SES service only.
- 25.4.7 The salary for Level 3 Call-taker shall be paid to Employees who gain and maintain their accreditation in call-taking for police or fire or ERTCOMM.
- 25.4.8 The salary for Level 3 Dispatcher shall be paid to Employees who gain and maintain their accreditation in Dispatching for police or fire or ERTCOMM or NETCOMM.
- 25.4.9 A Call-taker who, having completed training as a Dispatcher is undertaking their period of training or consolidation as defined in clauses 25.4.1 and 25.4.4 will be paid at their current rate, or the appropriate Dispatcher rate, whichever is the higher.
- 25.4.10 The salary for Level 4 Call-taker shall be paid to Employees who gain and maintain their accreditation in call-taking for at least three emergency services including any two of the following – police, fire, ERTCOMM, NETCOMM or SES. For the avoidance of doubt where a fire Call-taker multi-skills in NETCOMM call-taking ESTA will (at the same time) provide the Call-taker with the opportunity to train in SES call-taking (as a stand-alone training module) or otherwise make a one off \$1,000 payment to the Call-taker.
- 25.4.11 The salary for Level 4 Dispatcher shall be paid to Employees who gain and maintain their accreditation in Dispatching for at least three emergency services including any two of the following – police, MFB, CFA, ERTCOMM or NETCOMM.
- 25.4.12 Call-taker WPT Level 3 — salary shall be paid upon: successfully being appointed into a Call-taker WPT Level 3 role; successfully completing an accredited Certificate IV in Assessment and Workplace training; and gaining and maintaining accreditation as a Call-taker Level 3.
- 25.4.13 Call-taker and Dispatcher WPT Level 3 — salary shall be paid upon: successfully being appointed into a Call-taker and Dispatcher WPT Level 3 role; successfully completing Certificate IV in Assessment and Workplace training; and gaining and maintaining accreditation as a Call-taker and Dispatcher Level 3.
- 25.4.14 Call-taker WPT (Multi-skilled Employee) Level 4: — salary shall be paid upon: successfully being appointed into a Call-taker WPT (Multi-skilled Employee) Level

4 role; successfully completing Certificate IV in Assessment and Workplace training; and gaining and maintaining accreditation as a Call-taker Level 4.

- 25.4.15 Call-taker and Dispatcher WPT (Multi-skilled Employee) Level 4 — salary shall be paid upon: successfully being appointed into a Call-taker and Dispatcher WPT (Multi-skilled Employee) Level 4 role; successfully completing Certificate IV in Assessment and Workplace training; and gaining and maintaining accreditation as a Call-taker and Dispatcher Level 4.
- 25.4.16 The salary for Level 2 Team Leader shall be paid to Team Leaders who successfully complete the ESTA Diploma of Management.
- 25.4.17 The salary for Level 1 Team Leader shall be paid to Employees who have been appointed to the role of Team Leader but have not successfully completed the ESTA Diploma of Management.
- 25.4.18 Existing Team Leaders appointed to the position at the date of commencement of this Agreement, who do not meet the qualification requirement will continue to be paid at the Level 2 pay rate if they have received or are receiving this pay rate.
- 25.4.19 Re-accreditation and establishment of the competencies must be obtained annually to remain at Call-taker and Dispatcher Levels 3 or 4. Retention at those Levels will not be jeopardised by lack of access to, or opportunity for, training or practice.
- 25.4.20 ESTA will not compel multi-skilled Call-taker WPT and Call-taker and Dispatcher WPT to train in their additional service if they do not have a sufficient level of comfort in their own skill level to do so.
- 25.4.21 ESTA will engage two Assistant Team Leaders per team.
- 25.4.22 All Assistant Team Leaders will be qualified Call-takers and Dispatchers.
- 25.4.23 All Assistant Team Leaders will be qualified in the service in which they seek to be appointed as Assistant Team Leaders.

25.5 **Emergency services**

- 25.5.1 The emergency services for the purposes of applying the salary criteria to Call-takers in clause 25.4 are:
- (a) Victoria Police (Police);
 - (b) ERTCOMM;
 - (c) NETCOMM;
 - (d) State Emergency Service (SES); and
 - (e) Metropolitan Fire & Emergency Services Board (MFB) / CFA – Fire (one service).
- 25.5.2 The emergency services for the purposes of applying the salary criteria to Dispatchers in clause 25.4 are:
- (a) Victoria Police (VicPol);
 - (b) ERTCOMM;

- (c) NETCOMM;
- (d) State Emergency Service (SES);
- (e) Metropolitan Fire & Emergency Services Board (MFB); and
- (f) CFA.

25.6 Classification structure — from 15 August 2020

- 25.6.1 On 15 August 2020 all employees will transition to a new classification structure provided that where disadvantage would occur as a result of transition to the new classification structure, the employee's salary will be 'grand parented' (i.e. they will continue to receive their existing salary until they would be entitled to a greater amount under this Agreement or any successor). Grand parented employees will be entitled to annual salary increases in accordance with the salary increases outlined in this agreement.
- 25.6.2 Under the classification structure commencing from 15 August 2020, all Employees' salaries will be built on the classification of Trainee Call-Taker with additional increments (some of which are time-based and some of which are skills-based) payable in accordance with the table below.
- 25.6.3 All new employees engaged by ESTA will be engaged in one of the following primary streams consisting of two skill sets:
- (a) Police and SES; or
 - (b) CFA and MFB; or
 - (c) Ertcomm and Netcomm.

Increment	Event which triggers entitlement to increment
1 Year Call-taker	1 year from date of commencement of employment as a Call-taker
2 Year Call-taker	2 years from date of commencement of employment as a Call-taker
1 Year Dispatcher	1 year from date of classroom signoff on first Dispatcher skills increment
2 Year Dispatcher	2 years from date of classroom signoff on first Dispatcher skills increment
ERTCOMM Call-taker	Date of classroom signoff
NETCOMM Call-taker	Date of classroom signoff
CFA Call-taker	Date of classroom signoff
MFB Call-taker	Date of classroom signoff
VicPol Call-taker	Date of classroom signoff
SES Call-taker	Date of classroom signoff

ERTCOMM Dispatcher	Date of classroom signoff
NETCOMM Dispatcher	Date of classroom signoff
MFB Dispatcher	Date of classroom signoff
CFA Dispatcher	Date of classroom signoff
VicPol Dispatcher	Date of classroom signoff
SES Dispatcher	Date of classroom signoff
On-shift WPT	Date of contract as on shift WPT
Off-shift WPT	Date of contract as Off-shift WPT (this increment will always be in addition to the On-shift WPT increment)
3 Years of Service	3 years from date of commencement of employment

25.7 **ATLs and Team Leaders — from 15 August 2020**

- 25.7.1 ATLs and Team Leaders will not attract skills based increments, but will instead be paid a Base Salary as described at clause 25.3.
- 25.7.2 ATLs will be paid one of two Base Salaries:
- (a) ATL Level 1 (for non multi-skilled ATLs); or
 - (b) ATL Level 2 (for multi-skilled ATLs or ERTCOMM Dispatch ATL who is also qualified in NETCOMM Dispatch)
- 25.7.3 Team Leaders will be paid at one Base Salary, regardless of their attainment of the Diploma of Management or equivalent qualification.
- 25.7.4 ESTA will engage two Assistant Team Leaders per team.
- 25.7.5 All Assistant Team Leaders will be qualified Call-takers and Dispatchers.
- 25.7.6 All Assistant Team Leaders will be qualified in the service in which they seek to be appointed as Assistant Team Leaders

25.8 **Joint working group — classification structure review**

- 25.8.1 ESTA commits to undertaking a review of the new ESTA classification structure to be completed over the life of this Agreement.
- 25.8.2 A joint working group, comprising of ESTA management, Employee representatives, and the Unions, will be formed and commence within three months of the new classification structure coming into effect.
- 25.8.3 The terms of reference must be agreed by ESTA and the Unions prior to commencement of the working group.
- 25.8.4 ESTA, the Employees and the Unions commit to further exploring multi-skilling over the life of the Agreement.
- 25.8.5 The working group will review the mechanisms for providing career progression,

including multi-skilling, classification and pay points, years of service and salary structure.

- 25.8.6 ESTA will provide relevant data and information for the purposes of the classification structure review in a timely manner.
- 25.8.7 Where there are outcomes agreed between the parties, recommendations will be made to the ESTA Chief Executive Officer for inclusion in a future agreement.

25.9 **One-off payment — sign on**

- 25.9.1 In the first full Pay Period following the commencement of the Agreement, a one-off payment of \$1,000 is to be paid to Employees covered by this Agreement (other than Casual Employees) who have been an Employee in the period since the nominal expiry date of the Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2015 as follows:
 - 25.9.2 for Full-time Employees who were employed prior to 30 June 2019 — \$1,000;
 - 25.9.3 for Part-time Employees who were employed prior to 30 June 2019 — a pro rata amount proportional to their contracted hours;
 - 25.9.4 for Full-time Employees who commence employment between 1 July 2019 and the commencement date of this Agreement — a pro rata amount proportional to their completed continuous service since 1 July 2019; or
 - 25.9.5 for Part-time Employees who commence employment between 1 July 2019 and the commencement date of this Agreement — a pro rata amount proportional to their completed continuous service since 1 July 2019 and their contracted hours.

25.10 **One-off payment — 20 years' service recognition**

Full-time and Part-time Employees who have achieved 20 years' continuous service at the commencement date of this Agreement will receive a one-off payment of \$1,000.

25.11 **Mentor Allowance**

- 25.11.1 A Mentor Allowance shall be paid to all ESTA accredited Mentors while they are performing their mentoring duties.
- 25.11.2 The Mentor Allowance of \$3.17 per hour will increase by 2.5% on the first Pay Period on or after 17 June 2019, 1 July 2020, 1 July 2021 and 1 July 2022 to the following amounts:
 - (a) 1 July 2019 — \$3.25;
 - (b) 1 July 2020 — \$3.33;
 - (c) 1 July 2021 — \$3.41; and
 - (d) 1 July 2022 — \$3.50.

25.12 **Hourly Rate**

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

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

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

26 Shift Penalties

26.1 The following shift penalties apply:

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. 	15%
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. 	25%
Saturday	<ul style="list-style-type: none"> Where at least half of the shift is worked between midnight Friday and midnight Saturday, except where an equal number of hours are worked before and after midnight Saturday, the Sunday rate applies. 	50%
Sunday	<ul style="list-style-type: none"> Where at least half of the shift is worked between midnight Saturday and midnight Sunday. 6:30pm Sunday to 6:30am Monday shift. 7pm Sunday to 7am Monday shift. 	100%
Public Holiday	<ul style="list-style-type: none"> Where at least half of the shift is performed on the public holiday. Where the shift commences at 6:30pm on the Public Holiday and concludes at 6:30am the following day. Where the shift commences at 7pm on the Public Holiday and concludes at 7am the following day. 	150%

26.2 Shift Penalty Application

- 26.2.1 Penalties are paid for all the Ordinary Hours worked in the particular shift as well as for the hours worked outside the Ordinary Hours in respect of which the benefits prescribed at clause 14 accrue.
- 26.2.2 Penalties are applied to the Ordinary Hours rate for the shift.
- 26.2.3 Penalties are not payable during periods of leave.
- 26.2.4 Penalties are not payable during periods of Overtime.
- 26.2.5 Where a Workplace Trainer, Mentor or other Employee is required to change from their normal rostered shift(s) in order to either conduct or participate in ESTA training, and, for the period of that change the amount of shift penalty (or penalties) payable would be less than that which would have been payable had the change not taken place, the Employee shall be paid the penalty (or penalties) which would have been paid but for the change.

27 Higher Duties

- 27.1 Employees engaged temporarily in duties of a classification higher than their own, will be paid the higher classification rate provided the higher duties are performed for at least two hours in the shift.
- 27.2 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.
- 27.3 An Employee selected as an Assistant Team Leader will be paid at the Team Leader rate of pay when acting in the Team Leader position. The following will apply until introduction of the new classification structure:
- 27.3.1 Where an Assistant Team Leader has completed the ESTA Diploma of Management the Level 2 pay rate will apply.
 - 27.3.2 Where the Employee does not meet this qualification requirement the Level 1 rate of pay will apply.
 - 27.3.3 Provided that an Assistant Team Leader receiving the Level 2 rate without meeting the qualification requirement at the time of commencement of this Agreement continue to receive this rate.

28 Overtime

- 28.1 Subject to clause 28.5, Overtime, except for Sunday Overtime, will be paid at the rate of time and a half for the first two hours, double time thereafter, and shall be calculated on a daily basis. Sunday Overtime will be paid at double time.
- 28.2 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:
- 28.2.1 any risk to Employee health and safety;
 - 28.2.2 the Employee's personal circumstances including any family responsibilities;
 - 28.2.3 the needs of the workplace or enterprise;
 - 28.2.4 the notice (if any) given by ESTA of the Overtime and by the Employee of his or her intention to refuse it; and
 - 28.2.5 any other relevant matter.
- 28.3 An Employee recalled to work Overtime after leaving work shall be paid a minimum of four hours at Overtime rates. Provided that an Employee requested to commence a shift early, shall be paid Overtime only for the hours worked prior to the normal shift commencement.
- 28.4 Except as provided in clause 43.4, 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 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.

- 28.5 Overtime worked on a Public Holiday or Alternative Public Holiday in excess of the ordinary rostered hours will be paid at triple ordinary time.
- 28.6 An Employee may elect to take time off normal rostered duty in lieu of Overtime ("Overtime time in lieu"), subject to the following:
- 28.6.1 the time off granted would be no more than the actual time worked;
 - 28.6.2 an Employee may take a maximum of two days at a time;
 - 28.6.3 an Employee may bank a maximum of four days / shifts in total
 - 28.6.4 the time off may be taken at a time agreed between the Employee and the relevant manager, and must take into consideration operational requirements; and
 - 28.6.5 the granting of the time off will not be unreasonably refused.
- 28.7 Where a Workplace Trainer, Mentor or other Employee is required to change from their normal rostered shift(s) in order to either conduct or participate in ESTA training, and, for the period of that change the amount of "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.
- 28.8 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.

29 Meal Allowance

- 29.1 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.
- 29.2 The allowance of \$22.40 per occasion will increase by 2.5% on 17 June 2019, 1 July 2020, 1 July 2021 and 1 2022 to the following amounts:
- 29.2.1 1 July 2019 — \$22.96;
 - 29.2.2 1 July 2020 — \$23.53;
 - 29.2.3 1 July 2021 — \$24.12; and
 - 29.2.4 1 July 2022 — \$24.73.

30 Professional Indemnity

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

31 Workplace Reform

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

- 31.1.1 a material change to the manner in which work is organised and/or where work is performed; and/or
- 31.1.2 the introduction of new or upgraded equipment; and/or
- 31.1.3 the need for new skills and/or responsibilities and/or retraining or redeployment; and/or
- 31.1.4 substantial variations to shift rosters, total working hours, total number of working days; and/or
- 31.1.5 rest breaks; and/or
- 31.1.6 reduction in the number of Employees: and/or
- 31.1.7 staffing levels as per ESTA operational staffing coverage policy,

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

- 31.2 Thereafter, appropriate consultation (including on termination and change), will occur between the parties. ESTA must give genuine consideration to all matters raised by Employees and/or their representatives/Unions and give due consideration to any alternative proposals before making any decisions regarding any changes.
- 31.3 ESTA will respond to any alternative proposals in writing providing reasons for their rejection or acceptance of the proposal or part thereof.
- 31.4 Where, after consultation, the proposed change/s is/are to be implemented, ESTA will provide all the training and assistance necessary to assist the Employee/s to meet their performance objectives in the changed environment.
- 31.5 The following process will apply for any:
 - 31.5.1 substantial variation to shift rosters, total working hours, total number of working days; and/or staffing levels as per ESTA operational staffing coverage policy; and
 - 31.5.2 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.
- 31.6 It is not intended that variations to normal day-to-day rostering arrangements for individual Employees be included in this provision.

31.7 **Fire Services Reform**

The parties acknowledge that Victorian fire services are undergoing major reform. Where this reform will result in an impact to employees covered by this agreement (for example upon the abolition of the

MFB and introduction of Fire Rescue Victoria), the parties agree to consult on those changes as per clause 31 of this Agreement. ESTA 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.

32 Annual Leave

- 32.1 Annual leave shall accrue at the rate of four weeks (152 hours) per annum for all Full-time Employees. For Shift Workers, annual leave shall accrue at the rate of five weeks (190 hours) per annum. Annual leave will accrue on a pro rata basis for all other Employees (other than casual Employees).
- 32.2 Such leave shall be taken at a mutually agreed time, as far as practicable, subject to:
- 32.2.1 annual leave cannot be taken in the first three months of employment, unless authorised by the Executive Manager Operations;
 - 32.2.2 annual leave entitlements must be taken within 12 months of the full entitlement falling due, unless special circumstances exist and approval to defer is granted by the Executive Manager Operations;
 - 32.2.3 the time at which annual leave is taken shall be fair and equitable to all Employees and shall take into consideration ESTA's operational requirements.
- 32.3 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 of employment.
- 32.4 Employees may apply to cash out annual leave subject to the following:
- 32.4.1 after the annual leave has been cashed out, a balance of at least four weeks accrued annual leave entitlement must remain;
 - 32.4.2 each cashing out of a particular amount of paid annual leave must be by separate agreement in writing between ESTA and the Employee;
 - 32.4.3 the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone, including annual leave loading; and
 - 32.4.4 the Employee must have taken annual leave equivalent to two rotations in the previous 12 month period to ensure they have had a break from work.
- 32.5 Any arrangement to cash out annual leave is subject to approval from the Executive Manager Operations which will not be unreasonably withheld.

33 Annual Leave Loading

- 33.1 A 17.5% annual leave loading is payable in respect of all annual leave.
- 33.2 The loading is payable proportionately with each period of leave taken.
- 33.3 Employees who cease their employment will receive a pro rata payment in lieu in accordance with their payment for annual leave not taken.
- 33.4 The loading is calculated as 17.5% of the gross Base Salary for the total period of leave taken.

34 Long Service Leave

- 34.1 An Employee is entitled to a pro rata amount of long service leave on completing seven years continuous employment with ESTA (and ECV and Intergraph BEST (Vic) Pty Ltd).
- 34.2 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 ESTA, ECV and Intergraph BEST (Vic) Pty Ltd, the Employee is entitled to payment of long service leave in respect of that service.
- 34.3 Long Service Leave shall accrue as follows:
- 34.3.1 For service prior to 1 October 2003 -
- (a) Long service leave shall be in accordance with the Long Service Leave Act 1992 (as amended), (i.e. at the rate of 13 weeks leave on ordinary pay on completing 15 years continuous employment with ESTA (and ECV and Intergraph BEST (Vic) Pty Ltd).
- 34.3.2 For service after 1 October 2003 -
- (a) At the rate of 13 weeks leave on ordinary pay on completing 10 years continuous employment with ESTA (and ECV and Intergraph BEST (Vic) Pty Ltd).
- 34.4 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 (as amended).
- 34.5 The "ordinary pay" for long service leave shall be as defined in part 2 section 15 of the Long Service Leave Act 2018 (as amended).
- 34.6 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.
- 34.7 Long service leave does not include any public holiday or annual leave occurring during the period when the long service leave is taken.
- 34.8 An Employee, by agreement with ESTA, 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 ESTA's operational requirements.
- 34.9 For those Employees engaged by ESTA after the commencement of this Agreement, ESTA will recognise an Employee's prior service within the Victorian Public Service 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, ESTA will recognise the prior service for the purposes of qualifying for long service, but will only recognise service from the commencement of their employment with ESTA for the purposes of calculating the Employee's long service leave entitlement.

35 Parental Leave

35.1 Application

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

35.1.1 the leave is associated with:

- (a) the birth of a child of the Employee or the Employee's Spouse; or
- (b) the placement of a child with the Employee for adoption; and
- (c) the placement of a child under a permanent care order.

35.1.2 the Employee has or will have a responsibility for the care of the child.

35.2 Definitions

For the purposes of this clause:

35.2.1 **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.

35.2.2 **Continuous Service** is work for the Employer on a regular and systematic basis (including any period of authorised leave).

35.2.3 **Child** means:

- (a) in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse;
- (b) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:

35.2.3.b.1 who is, or will be, under 16 as at the day of placement, or the expected day of placement;

35.2.3.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

35.2.3.b.3 is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse.

35.2.4 **Primary Caregiver** 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.

35.2.5 **Secondary Caregiver** means a person who has parental responsibility for the Child

but is not the Primary Caregiver.

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

35.3 Summary of parental leave entitlements

Parental leave entitlements in this clause are summarised in the following table.

	Paid leave	Unpaid leave	Total
Primary Caregiver			
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
Secondary Caregiver			
More than 12 months service	2 weeks	Refer FW Act	2
Less than 12 months service	-	-	-
Eligible casual employee	-	-	-
Permanent care leave			
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

35.4 Parental leave – Primary Caregiver

35.4.1 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.

35.4.2 An Employee who will be the Primary Caregiver but has not completed at least

twelve months Continuous Service at the time of the birth or adoption of their Child, is entitled to up to 52 weeks unpaid parental leave.

- 35.4.3 An Eligible Casual Employee who will be the Primary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.
- 35.4.4 Only one parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:
- (a) if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child;
 - (b) if their Spouse 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.
- 35.4.5 A period of parental leave taken in accordance with this clause must be for a single continuous period.

35.5 Parental leave – Secondary Caregiver

- 35.5.1 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 week paid parental leave.
- 35.5.2 Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.
- 35.5.3 An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

35.6 Pre-adoption leave

- 35.6.1 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.
- 35.6.2 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 days unpaid leave.
- 35.6.3 Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.
- 35.6.4 The Employer may require the Employee to provide satisfactory evidence supporting the leave.

35.7 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.

35.8 Continuing to work while pregnant

- 35.8.1 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 35.10.2.
- 35.8.2 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.

35.9 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 37.

35.10 Transfer to a safe job

- 35.10.1 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.
- 35.10.2 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.
- 35.10.3 The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

35.11 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 35.3 and thereafter, to unpaid special maternity leave.

35.12 Notice and evidence requirements

- 35.12.1 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 Spouse; and
- (c) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.

35.12.2 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 35.12.1, unless it is not practicable to do so.

35.12.3 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.

35.12.4 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.

35.13 Commencement of parental leave

35.13.1 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.

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

35.13.3 Secondary caregiver parental leave may commence on the day of birth or placement of the Child.

35.13.4 The Employer and Employee may agree to alternative arrangements regarding the commencement of parental leave.

35.13.5 Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

35.14 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.

35.15 Employee couple — concurrent leave

- 35.15.1 Two Employees covered by this Agreement may take up to one week of concurrent leave in connection with the birth or adoption of their Child.
- 35.15.2 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.

35.16 Parental leave and other entitlements

- 35.16.1 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 35.18.2.
- 35.16.2 Where a Public Holiday occurs during a period of paid parental leave, the Employee will receive payment as clause 39 at their Hourly Rate of Pay (pro-rated for Part-time Employees based on their Ordinary Hours).
- 35.16.3 Unpaid parental leave under clauses 35.4, 35.5, 35.18 and 35.20 shall not break an Employee's continuity of employment. While on unpaid parental leave, no annual leave or personal/carer's leave accrues.
- 35.16.4 Paid personal/carer's leave is not available during unpaid parental leave.

35.17 Keeping in touch days

- 35.17.1 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.
- 35.17.2 Keeping in touch days must be agreed and be in accordance with section 79A of the FW Act.

35.18 Extending parental leave

- 35.18.1 *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 35.4 or 35.5, 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.
- 35.18.2 *Right to request an extension to parental leave*
 - (a) An Employee who is on parental leave under clause 35.4 or 35.5 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 spouse 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.

35.18.3 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 35.4 or 35.5 will reduce by the period of any extension taken by a member of the couple under clause 35.18.

35.19 Calculation of pay for the purposes of parental leave

35.19.1 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.

35.19.2 The average number of weekly hours worked by the Employee, determined in accordance with clause 35.19.1 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.

35.19.3 Despite 35.19.1, an Employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.

35.19.4 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.

35.20 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.

35.21 Returning to Work

35.21.1 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.

35.21.2 *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 35.21.2(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 35.10 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.

35.21.3 *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 the Employee will resume their substantive time-fraction.
- (b) Where an Employee wishes to make a request under clause 35.21.3(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.

35.22 **Consultation and communication during Parental Leave**

35.22.1 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.

35.22.2 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.

35.22.3 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 35.22.1.

35.23 Extended Family Leave

- 35.23.1 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.
- 35.23.2 The Employee must make an application for Extended Family Leave each year.
- 35.23.3 An Employee will not be entitled to paid parental leave whilst on Extended Family leave.
- 35.23.4 Upon return to work the Employer may reallocate the Employee to other duties.

35.24 Replacement Employees

- 35.24.1 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.
- 35.24.2 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.

35.25 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.

36 Compassionate Leave

- 36.1 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:
 - 36.1.1 contracts or develops a personal illness that poses a serious threat to his or her life;
 - 36.1.2 sustains a personal injury that poses a serious threat to his or her life; or
 - 36.1.3 dies.
- 36.2 If requested by ESTA, the Employee must provide evidence (including a death notice, medical certificate or statutory declaration) that the leave is taken for the specified purpose.
- 36.3 The term "immediate family" means:
 - 36.3.1 a spouse, de facto partner, child, parent, Full-time guardian, ward, grandparent, grandchild or sibling of the Employee; or
 - 36.3.2 a child, parent, Full-time guardian, ward, grandparent, grandchild, or sibling of a spouse or de facto partner of the Employee.
- 36.4 Leave without pay may also be granted, in addition, in special circumstances.

- 36.5 Casual Employees are only entitled to compassionate leave without pay.
- 36.6 At the discretion of the Executive Manager Operations, compassionate leave may be granted for family members who do not fall within the definition of 'immediate family' outlined above.

37 Personal/Carer's Leave

- 37.1 Subject to clause 43 (Part-time Employment) an Employee is entitled to 125.4 hours personal / carer's leave per year in accordance with the provisions of clauses 37.2 to 37.4.2 and the following general conditions:

- 37.1.1 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;
- 37.1.2 personal / carer's leave may be taken for part of a single day/shift;
- 37.1.3 unused personal / carer's leave shall be cumulative; and
- 37.1.4 entitlements to personal/carer's leave are not subject to a cash payment on termination of employment.

37.2 Personal Leave

- 37.2.1 An Employee may take paid personal leave because he or she is not fit for work because of a personal illness or personal injury affecting the Employee.
- 37.2.2 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.
- 37.2.3 ESTA will, provide a dedicated area where an Employee who is ill can rest in privacy and comfort in accordance with relevant work health and safety legislation.

37.3 Carer's Leave

- 37.3.1 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.
- 37.3.2 The term 'immediate family' means:
- (a) a spouse, de facto partner, 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 or de facto partner of the Employee.

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

37.3.4 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.

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

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

37.4 Leave Donation

37.4.1 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 provided that the donating Employee retains a minimum balance of 96 hours personal leave for Full-time Employees (pro rata for Part-time Employees).

37.4.2 Any request as outlined above must be made in writing and is subject to written approval from the Executive Manager Operations which will not be unreasonably withheld.

38 Family and Domestic Violence Leave

38.1 General Principles

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

38.1.2 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.

38.2 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)* (as may be amended from time to time).

38.3 Eligibility

38.3.1 Leave for Family Violence purposes is available to all Employees with the exception of Casual Employees.

38.3.2 Casual Employees are entitled to access leave without pay for Family Violence purposes.

38.4 General Measures

38.4.1 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 the Executive Manager Operations.

- 38.4.2 All personal information concerning Family Violence will be kept confidential in line with ESTA's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- 38.4.3 No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing Family Violence.
- 38.4.4 ESTA will commit to introducing contact/s within the workplace who will be trained in Family Violence and associated privacy issues. ESTA will advertise the name of any Family Violence contacts within the workplace.
- 38.4.5 An Employee experiencing Family Violence may raise the issue with their immediate supervisor, Family Violence contacts, Union delegate or a People & Culture representative. The immediate supervisor may seek advice from People & Culture if the Employee chooses not to see the People & Culture or Family Violence contact.
- 38.4.6 Where requested by an Employee, the People & Culture 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 38.5 and 38.6.
- 38.4.7 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.

38.5 Leave

- 38.5.1 An Employee experiencing Family Violence 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.
- 38.5.2 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. ESTA may require evidence consistent with clause 38.4.1 from an Employee seeking to use their personal/carer's leave entitlement under this clause.

38.6 Individual Support

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

- 38.6.1 temporary or ongoing changes to their span of hours or pattern of hours and/or shift patterns;
- 38.6.2 temporary or ongoing job redesign or changes to duties;
- 38.6.3 temporary or ongoing relocation to suitable employment;
- 38.6.4 a change to the Employee's telephone number or email address to avoid harassing

contact;

- 38.6.5 any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 38.7 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).
- 38.8 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.
- 38.9 An Employee that discloses that they are experiencing Family Violence will be given information regarding current support services.
- 38.10 An Employee providing support to an Immediate Family Member who is experiencing Family Violence, upon request, will be considered for a flexible working arrangement.

39 Public Holidays

- 39.1 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:
 - 39.1.1 New Year's Day;
 - 39.1.2 Australia Day;
 - 39.1.3 Labour Day;
 - 39.1.4 Good Friday;
 - 39.1.5 Easter Saturday;
 - 39.1.6 Easter Sunday;
 - 39.1.7 Easter Monday;
 - 39.1.8 Anzac Day;
 - 39.1.9 Queen's Birthday;
 - 39.1.10 Grand Final Eve;
 - 39.1.11 Melbourne Cup Day (or alternative day for country based Employees);
 - 39.1.12 Christmas Day; and
 - 39.1.13 Boxing Day.
- 39.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 39.3 When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.

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

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

39.6 Additional Public Holidays

Where the Victorian Government declares or prescribes additional public holidays on days other than those specified in accordance with clause 39.1, those days shall constitute additional holidays for the purpose of this Agreement.

39.7 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 39.1, those substitute days or half days shall be treated as public holidays for the purpose of this Agreement.

39.8 Alternative or Public Holidays by Agreement

By agreement between ESTA and a majority of affected Employees, an alternative day may be taken as the public holiday in lieu of any of the prescribed days (as detailed in clause 39.1). Any such agreement shall be recorded in writing and be available to every affected Employee.

39.9 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 clause 39.1 above). Where a public holiday shift penalty is paid in accordance with clause 26, payment will be at single time plus the penalty rate detailed in clause 26.1.

39.10 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.

39.11 For pay, shift penalty and Overtime payment purposes, individual Employees may, with the specific approval of their Executive Manager Operations, substitute another day of religious significance for Good Friday, Easter Saturday, Easter Sunday, Easter Monday and / or Christmas Day.

39.12 Entitlements for Shift Workers in relation to Public Holidays and Substitute Public Holidays

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

39.12.2 A Full-time Shift Worker is entitled to the following payments in relation to public holidays (as determined in accordance with clauses 39.1, 39.6, 39.7 and 39.8):

Rostered On	Rostered Off	Payment – Public Holiday	Payment- Substitute Day
Public Holiday (No substitute day applicable)		Single time, plus Public Holiday shift penalty	N/A

Rostered On	Rostered Off	Payment – Public Holiday	Payment- Substitute Day
	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
	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.

39.13 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.

39.14 Absence when rostered on a public holiday

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

39.15 Christmas Day

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

40 Daylight Saving Transition

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

40.1.1 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).

- 40.1.2 Sunday penalty rates for both the 13 and 11 hour shifts will apply.
- 40.1.3 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).

41 Superannuation

- 41.1 ESTA must make employer contributions to the superannuation fund designated by the Employee in accordance with the relevant Commonwealth Government superannuation legislation (provided the fund designated by the Employee can receive funds by electronic funds transfer).
- 41.2 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.

42 Casual Employment

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

43 Part-time Employment

- 43.1 Part-time Employees:
 - 43.1.1 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;
 - 43.1.2 have a regular pattern of work which specifies the hours and days of the week to be worked, unless otherwise agreed; and
 - 43.1.3 have daily commencement and finishing times, unless otherwise agreed.
- 43.2 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 ESTA and the Employee and recorded in writing.
- 43.3 Part-time Employees are paid at the ordinary hourly rate paid to Full-time Employees, in accordance with clause 25.12, for each hour worked.
- 43.4 Hours worked in excess of the specified Ordinary Hours per shift and per week will be paid at Overtime rates.
- 43.5 Pay rates will be based on the relevant classification and skill level for the duties performed.

- 43.6 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 36.

44 Job Sharing

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

45 Accident Pay

- 45.1 Where an Employee is injured and compensation is paid under the Victorian State Accident Compensation Legislation, ESTA shall pay the Employee accident makeup pay, which is the difference between the Employee's actual compensation payment and the Employee's ordinary rate of pay at the date of injury.
- 45.2 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.

46 Industrial Training Leave

- 46.1 A representative nominated by a Union covered by this Agreement must be granted up to a maximum of five days in any one calendar year per Employee group served (i.e. Police (WTC) Police (Ballarat), Ambulance (Tally Ho) Ambulance (Ballarat), Fire (Tally Ho) and Fire (Ballarat) to attend industrial/workplace relations training.
- 46.2 Further periods of leave may only be granted by the Executive Manager Operations.
- 46.3 Leave granted pursuant to this clause, including any related additional leave, will be subject to the workplace requirements, but will not be unreasonably refused.
- 46.4 If the full quantum of training leave prescribed in clause 46.1 is not utilised in the calendar year as specified, it may be utilised in part or in total in the following year.

47 Uniform

- 47.1 Employees must, whilst on duty (other than on approved casual clothes days), dress in the ESTA uniform and display on their person their photo identification as provided by ESTA. The uniform for Full-time Employees (other than managers, Team Leaders, probationary Employees, Part-time Employees, casual Employees and pregnant Employees) will comprise:
- 47.1.1 Trouser / skirt / pant / shorts – 3 items
 - 47.1.2 Shirt / polo / blouse – 5 items
 - 47.1.3 Outerwear / knitwear – 2 items
- 47.2 Separate but consistent provisions apply to managers, Team Leaders, probationary Employees, Part-time Employees, casual Employees and pregnant Employees.

47.3 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.

48 Salary Sacrifice

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

49 Emergency Services Games

ESTA 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, ESTA 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.

50 Amenities

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

51 Drugs and Alcohol

It is a condition of employment that Employees shall not be on ESTA premises or be involved in any operation of the business while in any way influenced by illicit drugs or any other substances which may impair their performance, or with a blood alcohol level exceeding zero.

52 Peer Support

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

53 ESTA Policies, Procedures and Protocols

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

54 Settlement of Disputes

54.1 Any dispute or grievance:

54.1.1 about matter/s pertaining to the employer/employee relationship; and/or

54.1.2 a matter arising under this Agreement; and/or

54.1.3 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 immediate supervisor or other relevant ESTA 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 ESTA employee (generally an Executive Manager Operations);
- (c) Step 3: if not resolved after Step 2, it shall be submitted to the Head of People and Culture or their delegate.

- 54.2 If after following steps in sub-clause 54.1, 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.
- 54.3 Any dispute or grievance regarding matters pertaining to the relationship between Unions and ESTA shall be submitted to the Head of People and Culture or delegate. If not resolved after this, it may be referred to the FWC for conciliation and, by agreement from the parties, arbitration.
- 54.4 Employee(s) shall be entitled to have a representative, who may be a Union representative present at any or all steps in this procedure.
- 54.5 Steps 1 to 3 in clause 54.1 shall normally take place within a period of fourteen consecutive days and disputes/grievances should be resolved at the local level where possible.
- 54.6 During this disputes resolution process, both ESTA and the aggrieved Employee(s) shall cooperate to ensure that these procedures are carried out expeditiously.
- 54.7 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.
- 54.8 No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.
- 54.9 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 54.7.

55 Termination of Employment

- 55.1 Employment may be terminated by either ESTA or an Employee on the basis of the following notice, in writing, or payment in lieu of notice:

Employee's period of continuous service with ESTA	Period of Notice by ESTA	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

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

55.3 At the date of separation, an Employee must return to ESTA:

55.3.1 all confidential ESTA information;

55.3.2 those parts of all notes and other records based on or incorporating confidential information;

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

55.4 The summary dismissal of any Employee shall be in accordance with ESTA's policies and procedures which shall be consistent with the provisions of the FW Act and FW Regulations.

55.5 Clause 55 does not apply to casual Employees.

56 Transmission of Business

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

56.1.1 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

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

57 Right of Entry

57.1 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.

57.2 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.

- 57.3 Subject to clauses 57.1 and 57.2, 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.

58 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.

59 Employee Representation

- 59.1 Employees may, by majority vote, appoint an Employee as an Employee Representative. ESTA must be notified of any appointed Employee Representative.
- 59.2 The relevant Union may, in accordance with their Rules, appoint an Employee as an Employee Representative. ESTA must be notified of any appointed Employee Representative.
- 59.3 Subject to clause 59.4, an Employee Representative appointed in accordance with this clause will be granted the necessary access to the workplace and paid time during working hours to exercise their functions as customarily observed in the organization, including advice, assistance, support, representation to Employees on local, industrial and employment issues, including disputes and grievances.
- 59.4 An Employee Representative can only exercise their functions under clause 59.3 if they have:
- 59.4.1 received prior approval of their Team Leader/Manager; and
 - 59.4.2 notified their Team Leader/Manager of any expected absences from their usual workplace.
- 59.5 An Employee Representative can only exercise their functions under clause 59.3 at another section or place of work if they have notified the Supervisor/Manager of that section or place of work of the:
- 59.5.1 general purpose of such visit; and
 - 59.5.2 estimated duration of their visit.
- 59.6 The approval referred to in clause 59.4.1 will not be unreasonably withheld.
- 59.7 The Employee Representative must also inform the Team Leader/Manager of their departure upon concluding their visit.

60 Consultation

- 60.1 A Consultative Committee of both the Unions and ESTA's representatives will meet as a formal means of consulting regarding significant matters which impact or may impact on Employees or which may be potential areas of dispute.
- 60.2 The Consultative Committee shall consist of:

- 60.2.1 four representatives of management;
 - 60.2.2 one Union delegate for each union at each site where that union has coverage;
and
 - 60.2.3 one Union official from each of the Unions.
- 60.3 The Committee shall meet as required and at least four times a year.
- 60.4 For the avoidance of doubt, consultation means the full, meaningful and frank discussion of issues/proposals and the consideration of each party's views prior to ESTA management implementing any outcome.
- 60.5 Any Employee of ESTA participating in consultation as a representative of a Union/s will do so in accordance with the following arrangements:
- 60.5.1 if a delegate is working during a consultation meeting, the delegate will be released from work to attend; or
 - 60.5.2 if a delegate is not working:
 - (a) ESTA and the delegate will endeavour to arrange a shift swap by agreement; or
 - (b) if a shift swap cannot be arranged and the delegate attends on a day off, they will be paid Overtime for the duration of the meeting and reasonable travel time if the delegate needs to travel to a work location other than his or her usual place of work at their ordinary rate of pay.
 - 60.5.3 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.
 - 60.5.4 ESTA will make a Myki (or equivalent) card available as an alternative.

61 Provision of Information to Consultative Committee

- 61.1 ESTA 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 sites. It is the responsibility of ESTA 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.
- 61.2 Monitoring and maintaining an effective service to the community and a resilient workforce is a shared responsibility. In this context, ESTA will regularly share information with Employees and Unions to monitor staffing levels across the service. This consultation will occur through the Consultative Committee.
- 61.3 For the purposes of these discussions, ESTA will provide the Consultative Committee with the following information on a monthly basis:
- 61.3.1 up to date information on call-taking and dispatch performance;
 - 61.3.2 up to date numbers of operational staff (both FTE and headcount);
 - 61.3.3 up to date budgeted staff requirement;

- 61.3.4 up to date attrition data;
 - 61.3.5 up to date information on planned recruitment programs; and
 - 61.3.6 information on any proposed changes to recruitment, induction training, mentoring and consolidation processes.
- 61.4 Using this data, the Consultative Committee can make recommendations on varied issues including, but not limited to:
- 61.4.1 staffing levels and leave availability (in conjunction with the Leave Working Group);
 - 61.4.2 recruitment planning; and
 - 61.4.3 new recruit training, mentoring and consolidation arrangements designed to deliver highly capable and resilient Employees into the ESTA workforce.

62 Discipline

- 62.1 A dispute about a disciplinary matter will be dealt with under clause 54 (Settlement of Disputes).
- 62.2 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.

63 No Extra Claims

- 63.1 No extra claim shall be made during the life of this Agreement.
- 63.2 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.

SIGNATURE OF THE PARTIES

Signed on behalf of ESTA

33 Lakeside Drive Burwood East VIC 3151

Marty Smyth, Chief Executive Officer

Signature

DATED this 20th day of April 2020

Signed on behalf of the Communication Workers Union of Australia

Victorian Trades Hall, Building 2, Level 3, Cnr Victoria and Lygon Streets, Carlton South VIC 3053

Name and position JUE RILEY, BRANCH SECRETARY

Signature

DATED this 9th day of April 2020

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

410 Brunswick St, Fitzroy VIC 3065

Name and position Peter James Marshall, Branch Secretary

Signature

DATED this 16 day of April 2020

Signed on behalf of United Workers Union

833 Bourke St, Docklands VIC 3008

Name and position BEN REDFORD - DIRECTOR

Signature

DATED this 16 day of APRIL 2020

Signed on behalf of the Victorian Ambulance Union

51 Stanley St, West Melbourne VIC 3003

Name and position Danny Hill, General Secretary

Signature

DATED this 14 day of April 2020

Signed by Michael Douglas in their capacity as an appointed bargaining representative

C/- 33 Lakeside Drive Burwood East VIC 3151

Signature



DATED this 17 day of 04 2020

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2020/672

Applicant:

Emergency Services Telecommunications Authority

Section 185 – Application for approval of a single enterprise agreement

Undertakings — Section 190

I, Mark Hewitson, Executive Manager — Workplace Relations & Business Partnering, for the Emergency Services Telecommunications Authority (**ESTA**) give the following undertakings with respect to the *Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2019 (Agreement)*:

Authority to give undertakings

1. I have the authority given to me by ESTA to provide this undertaking in relation to the application before the Fair Work Commission.

Concurrent parental leave

2. Employees will be entitled to unpaid concurrent leave in accordance with the National Employment Standards.
3. Pursuant to clause 35.15.1 of the Agreement, two Employees eligible for paid parental leave pursuant to clause 35 may take one week of the paid parental leave entitlements set out at clause 35.3 concurrently.

Minimum engagement period for casual employees

4. Casual Employees covered by the Agreement will be engaged for a minimum of three hours per shift.



Signature

17/4/2020

Date

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.