

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

**Workplace Relations Act 1996  
S.170LJ Certified Agreement**

**Emergency Services Telecommunications Authority  
Enterprise Agreement 2006: (as extended to 2009 - 2012)**



A CERTIFIED AGREEMENT BETWEEN:

**THE EMERGENCY SERVICES TELECOMMUNICATIONS AUTHORITY**

and

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

and

**THE LIQUOR, HOSPITALITY AND MISCELLANEOUS UNION**

and

**THE UNITED FIREFIGHTERS' UNION OF AUSTRALIA**

and

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

## 1. TITLE

This Agreement shall be known as the Emergency Services Telecommunications Authority, Enterprise Agreement 2006.

## 2. ARRANGEMENT

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### **3. INCIDENCE OF AGREEMENT**

- 3.1 This Agreement shall apply to the operations of Emergency Services Telecommunications Authority in the State of Victoria with respect to employees defined in Clause 7 of this Agreement.
- 3.2 This Agreement shall be read in conjunction with the Emergency Services Telecommunications Authority Award 2005 in its terms current at the time of certification of this Agreement. In the event of any inconsistency between this Agreement and the Award, the terms of this Agreement shall take precedence.
- 3.3 No employee shall be worse off as a result of the application of this Agreement.

### **4. PARTIES BOUND**

This Agreement shall be binding on:

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

### **5. OBJECTIVES**

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

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

This Agreement is intended to facilitate those aims.

### **6. DATE AND PERIOD OF OPERATION**

This Agreement shall come into operation on the first pay period following 1 July 2009 and shall remain in operation until 30 June 2012.

The parties to this Agreement will continue to observe the provisions of this Agreement until replaced by another Agreement.

The parties to this Agreement will not apply to take any steps which would lead to the termination of this Agreement.

The parties to this Agreement commit to commence negotiations for an ensuing agreement at least six months prior to the expiration date of this Agreement.

## 7. DEFINITIONS

- “AV” means Ambulance Victoria.
- “**Award**” means the Emergency Services Telecommunications Authority Award 2005 in its terms current at the time of certification of this Agreement as enclosed as Schedule 1.
- “**Base Salary**” means the annual salary prescribed in Clause 19 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 (7) 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.
- “**ESTA**” means the Emergency Services Telecommunications Authority.
- “**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.
- “**Full-time Employee**” means an employee whose hours of work are prescribed in Clause 12 of this Agreement.
- “**Industrial Action**” has the same meaning as defined in the Workplace Relations Act 1996.
- “**Mentor**” means an employee who is responsible for and acts as a guide and adviser to another employee during their training / development phase whilst 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.
- “**Netcom**” means non emergency ambulance service communications.
- “**Operational Employees**” means employees who undertake operational duties at ESTA Communications Centres, such as calltakers, dispatchers and team leaders.
- “**Ordinary Hours**” means the rostered hours usually worked by an employee, averaging up to 38 hours per week, inclusive of all categories of leave but exclusive of the hours accrued in accordance with clause 13.1
- “**Overtime**” means time worked in excess of the rostered ordinary time hours per shift, and, for full time employees, except for employees covered by sub clause 36.4, in excess of 40 hours per week.

- **“Shift Worker”** means an employee whose ordinary hours of work extend beyond day shift on Monday to Friday and includes persons who work regularly on Saturday or Sunday; workers with variable rosters and continuous shift workers.
- **“Standard Operating Procedures”** means the administrative and operational procedures and rules under which ESTA employees must operate.
- **“Tally Ho”** means ESTA’s Tally Ho operations centre, or other building replacing the Tally Ho Centre for ESTA’s operations purposes .
- **“Unions”** means the unions included in Clause 4.
- **“WTC”** means ESTA’s World Trade Centre operations centre, or other building replacing the World Trade Centre for ESTA’s operations purposes .

## **8. EQUAL EMPLOYMENT OPPORTUNITY / HARASSMENT**

- 8.1 ESTA is committed to the principles of equal opportunity in employment and their actions in this regard will be governed by the spirit and the intent of the relevant Federal and State legislation. ESTA is also committed to increasing the skill and competency levels of all employees and to providing equal opportunity for promotion and access to career path progression.
- 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. OCCUPATIONAL HEALTH AND SAFETY**

- 9.1 ESTA will provide, monitor and maintain a safe and healthy work environment in accordance with the Occupational Health & Safety Act 2004 (Victoria).
- 9.2 ESTA will train all employees in safe working practices to ensure they understand their rights and responsibilities to protect their own health and safety and to avoid adversely affecting the health and safety of any other person through any act or omission at work.
- 9.3 ESTA will ensure that all OH&S Representatives are properly trained (and retrained as appropriate) to enable them to fully perform all their roles and responsibilities as an OH&S Representative under the Occupational Health and Safety Act 2004 (Victoria). The trainer and the training course must be appropriately accredited and may be provided through a union conducted course.
- 9.4 A person will be designated to assume the responsibilities of Occupational Health and Safety (OH&S) Officer for ESTA and implementation of ESTA’s OH&S Policies and Procedures.
- 9.5 Each ESTA location shall establish and maintain an Occupational Health and Safety Committee consisting of equal representation of management and employees. The Committee shall meet at least quarterly and be responsible for periodical OH&S audits of the Centres and reports to management. After consultation with local management, a safety representative may invite a relevant union official to attend the meeting for the purpose of discussing specific safety issues that have not been resolved at the workplace.
- 9.6 All ESTA worksites are designated smoke free environments.
- 9.7 All parties to this Agreement commit to abide by all relevant regulations, codes of practice and national standards in respect to occupational health and safety.

- 9.8 Urgent attention will be paid by all parties to any changed or additional requirements in OH&S which should properly apply to ESTA and its employees as an emergency service.

## **10. LOCATION**

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

## **11. PROBATION**

- 11.1 All new permanent employees of ESTA will be subject to a probationary period which will extend for one month after they have qualified as a Calltaker Level 1 or Dispatcher Level 1, or 3 months from the commencement of their employment, whichever is the greater. Confirmation of continuing employment beyond the end of the probationary period will be provided before the expiry of the probationary period and will be contingent upon satisfactory progress in a specified training programme, security clearance as required by 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 without notice or payment in lieu of notice.

## **12. HOURS OF WORK**

- 12.1 Ordinary hours of work shall be an average up to 38 hours per week, inclusive of all categories of leave and exclusive of the hours accrued in accordance with sub clause 13.1
- 12.2 Full-time employees shall, therefore, be employed for an average total of 1976 ordinary hours per annum resulting in an average of 38 hours work per week within a roster period.
- 12.3 Notwithstanding the provisions contained elsewhere in this clause, the actual hours worked by employees are not changed as a result of the introduction of the 38 hour week agreement provisions in clause 13.
- 12.4 In order to be able to provide for ESTA's 24 hours a day, seven days per week operation, employees shall work these hours, as appropriate, on a roster as prepared by the responsible ESTA officer. These hours may be during the day, afternoon, night and

weekend, unless otherwise specified in existing individual arrangements or agreed between the employee and ESTA.

- 12.5 The status quo in relation to hours and rest breaks shall apply unless varied in accordance with sub-clause 25.3 of this Agreement.
- 12.6 Shift lengths for full time employees will generally be a minimum of 8 hours and a maximum of 12 hours.
- 12.7 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.
- 12.8 A 30 minute paid meal break is to be taken within five (5) hours of commencing duty, except where otherwise agreed.
- 12.9 There will be no requirement for Workplace Trainers to make up hours as a result of conducting their training duties.

### **13. 38 HOUR WEEK AGREEMENT**

- 13.1 From 1 January 2006, full time employees will accrue up to 2 hours at ordinary time per week (104 hours p.a.) which, at their discretion, may be taken as either:
  - a “38 hour week payment in lieu” or
  - a “38 hour week time in lieu”.
- 13.2 The “38 hour week payment in lieu” may be taken in one payment at the end of each calendar year or in two payments (one at the end of the financial year and one at the end of the calendar year)
- 13.3 The “38 hour week time in lieu” may be taken as it accrues in lots of no less than one shift. The approval to take the leave shall be fair and equitable to all employees and shall take into consideration ESTA's operational requirements.
- 13.4 Accrued “38 hour week time in lieu” not taken at the end of the second calendar year after it has accrued will be paid to the employee as “38 hour week payment in lieu”.
- 13.5 The provisions detailed in this clause cannot be taken unless they are accrued.
- 13.6 The hourly rate for the “38 hour week payment in lieu” and the “38 hour week time in lieu” will be calculated by dividing the annual rate of pay by 2080 (i.e. 52 weeks x 40 hours per week).
- 13.7 New employees will accrue their entitlement to the provisions under this clause on a pro rata basis in their first year.
- 13.8 Employees who cease their employment will receive a pro rata “38 hour week payment in lieu”
- 13.9 Employees will nominate, at the commencement of each calendar year, or as soon as practicable after commencement of employment, whether they intend to take “accrued hours” as “38 hour week time in lieu” or as a “38 hour week payment in lieu”.
- 13.10 The 38 hour week agreement means that, for full time employees, where a days leave is taken, the amount of time previously deducted from leave credits or pay will be reduced by 5%, i.e. the equivalent of the reduction from a 40 hour week to a 38 hour week.

e.g. where, prior to the introduction of the 38 hour week agreement 12 hours was deducted in relation to a full days absence, 11.4 hours will now be deducted, or where, prior to the introduction of the 38 hour week agreement 11.45 hours was deducted in relation to a full days absence, 10.87 hours will now be deducted.

## **14. ROSTERS**

- 14.1 Rosters will be posted at least 8 weeks in advance as far as practicable.
- 14.2 Temporary changes to an individual employee's shift(s) will be achieved by mutual agreement between the employer and employee as far as is practicable.

## **15. PAYMENT FOR LATE NOTICE OF A TEMPORARY SHIFT CHANGE**

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

## **16. DUTIES**

- 16.1 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.
- 16.2 Because of the nature of the services provided by ESTA to its customers and the recognised need to maintain emergency communication services without interruption, employees shall provide coverage as and when requested by ESTA, regardless of planned rostering arrangements. Such coverage shall not be unreasonably requested or withheld and will be subject to sub clause 22.2

## **17. EXCLUSIVITY OF EMPLOYMENT**

- 17.1 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.
- 17.2 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.

## **18. EMPLOYEE DEVELOPMENT**

- 18.1 The skills required and tasks undertaken to provide a 24 hour emergency service are of a specialist nature. The retention and motivation of competent, committed and trained employees is essential for viable operation of the service.
- 18.2 ESTA is committed to the development and implementation of comprehensive Performance, Development and Review programmes which provide position descriptions for each classification and regular consultation on such issues as performance criteria and measurement and training and development requirements. Employees will be notified in writing of successful completion of training programmes and resultant accreditation.
- 18.3 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 employees suitability (i.e. their current performance would need to be satisfactory and they would need to meet prescribed entry level requirements) and the employees availability. An employees 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 the employers expense.

18.4 Selection for training will be on an equitable basis, subject to the provisions of sub clause 18.3 above.

18.5 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 (as appropriate), and to Certificate IV or equivalent for Team Leaders and for employees identified for development as Team Leaders, as determined by the Australian Qualifications Framework, during the life of this Agreement.

18.6 Continuing Education

a) Education Assistance

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

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

b) Study Leave

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

## 19. SALARIES

19.1 Variations

The following variations will apply to base salaries operative at 1 July 2009:

- b) Increased by 3.25% per annum from the beginning of the first pay period commencing on or after 1 July 2009;
- b) Increased by a further 3.25% per annum from the beginning of the first pay period commencing on or after 1 July 2010; and
- c) Increased by a further 3.25% per annum from the beginning of the first pay period commencing on or after 1 July 2011.

19.2 Schedule

The variations in salaries outlined in sub-clause 19.1 will result in the following operative base annual salaries:

CLASSIFICATION		SALARY (p.a.)		
Position	Level	1/07/2009	1/07/2010	1/07/2011
Trainee Calltaker		\$34,756	\$35,886	\$37,052
Trainee Dispatcher		\$41,947	\$43,311	\$44,718
Calltaker	1	\$39,101	\$40,372	\$41,684
Dispatcher	1	\$47,191	\$48,725	\$50,309
Calltaker	2	\$43,446	\$44,858	\$46,315
Dispatcher	2	\$52,434	\$54,139	\$55,898
Calltaker	3	\$46,442	\$47,951	\$49,510
Dispatcher	3	\$55,431	\$57,232	\$59,092
Calltaker	4	\$49,438	\$51,045	\$52,704

Dispatcher	4	\$58,426	\$60,325	\$62,285
Team Leader	1	\$63,945	\$66,023	\$68,169
Team Leader	2	\$66,941	\$69,117	\$71,363

Employees selected as "Assistant Team Leader" will continue to be paid at their normal classification and will be paid higher duties when acting as a Team Leader in accordance with the provisions of clause 21.

### 19.3 Salary Criteria

Payment of the salaries specified in 19.2 shall be in accordance with the following provisions;

- a) The Trainee Calltaker and Trainee Dispatcher salaries shall be payable from commencement of employment until the employee has successfully completed the relevant Calltaker / Dispatcher training (i.e. signed off as having successfully completed the classroom and on the job training). From that time they will progress to Level 1 Calltaker and Level 1 Dispatcher as appropriate.
- b) A calltaker training as a Dispatcher will be paid at their current rate or the Trainee Dispatcher rate, whichever is the higher.
- c) The salary for Level 1 Calltaker and Level 1 Dispatcher shall be payable up to the first anniversary of the date employment commenced (ie as a Trainee) at which time the employee will progress to Level 2 Calltaker or Level 2 Dispatcher as appropriate.
- d) A Calltaker who, having completed training as a Dispatcher is undertaking their period of consolidation up to the first anniversary of the date their Dispatcher training commenced, will be paid at their current rate, or the Level 1 Dispatcher rate, whichever is the higher.
- e) A Calltaker who, having completed training as a Dispatcher in another service (which would eventually qualify for advancement to a higher level), is undertaking their 3 month period of consolidation from the date on which training finished, (i.e. signed off as having successfully completed the classroom and on the job training). will be paid at their current rate or the Level 1 Dispatcher rate, whichever is the higher.
- f) A Calltaker who, having completed Calltaker training in another service (which would eventually qualify for advancement to a higher level), will be eligible for advancement to the higher level after completing their 3 month period of consolidation (from the date on which training finished (i.e. signed off as having successfully completed the classroom and on the job training)).
- g) A Dispatcher who, having completed training as a Calltaker in another service (which would eventually qualify for advancement to a higher level), is undertaking their 3 month period of consolidation from the date on which training finished, (i.e. signed off as having successfully completed the classroom and on the job training). will be paid at their current rate..
- h) A Dispatcher who, having completed Dispatcher training in another service (which would eventually qualify for advancement to a higher level), will be eligible for advancement to the higher level after completing their 3 month period of consolidation (from the date on which training finished (i.e. signed off as having successfully completed the classroom and on the job training)),
- i) The salary for Level 4 Calltaker shall be paid to employees who gain and maintain their accreditation in Calltaking for at least 3 Emergency Services.
- j) The salary for Level 4 Dispatcher shall be paid to employees who gain and maintain their accreditation in Dispatching for at least 3 Emergency Services.

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

#### 19.4 Emergency Services

The Emergency Services for the purposes of this clause are:

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

#### 19.5 Annual Salary

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

#### 19.6 Workplace Trainer

- a) An employee who is selected as a Workplace Trainer and who successfully completes an accredited Certificate IV in Assessment and Workplace Training course shall receive an annual payment of \$5,000. This amount will be added to the employee's salary for all purposes for the duration of the appointment as a Workplace Trainer.
- b) The allowance will be increased as follows:  
1 July 2010 - \$5,163  
1 July 2011 - \$5,330
- c) Annual Review of Workplace Trainers:

Each Workplace Trainer's performance as a Trainer will be reviewed annually (in September) or more frequently when necessary as part of addressing identified improvement requirements.

Following that review, retention in the role of Workplace Trainer will be dependent on meeting performance requirements.

If a Workplace Trainer is not successful in the Annual Performance Review, he/she shall be entitled to assistance, advice and retraining from ESTA in order to reach the necessary standard. This will be provided immediately and the employee shall be required to meet the standard within six months or be removed from the role of Workplace Trainer.

Where, after the six month period, an existing Workplace Trainer is not to continue in that role, payment of their Workplace Trainer allowance will cease from the date of notification.

d) Three Yearly Review

The filling of Workplace Trainer roles will be reassessed every three years (in October) in respect of those who have occupied the role for at least three years.

Existing Workplace Trainers (who have been in their roles for three years) will be invited to express their interest in remaining in the role and new applications will also be sought.

Where a Workplace Trainer has been appointed between the three year review periods, his/her term will extend to the review following the expiration of three years in that role.

Selections for the Workplace Trainer roles will be made at the same time and be based on merit principles. Existing Workplace Trainers who have had a formal performance assessment in respect of their Workplace Trainer's role within the past 12 months will be assessed on the basis of their overall performance together with an interview. Alternatively, the employee may, along with the non-trainer applicants, be assessed on the basis of a more detailed application, a demonstration of skills and an interview.

Where an existing Workplace Trainer is not successful in retaining the role they will remain as a Workplace Trainer and continue to be paid the Workplace Trainer allowance for three months from the date of notification or until a replacement Workplace Trainer takes up in the role, whichever is the greater.

e) Reduction in the Number of Workplace Trainers

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

- Advise all Workplace Trainers
- Select the Workplace Trainers to be ceased in that role on relevant merit principles. This may involve an assessment of the most recent performance review and/or interview.
- Provide the selected staff with three months notice that they will cease to be a Workplace Trainer and that their allowance will cease at that time.

f) Increase in the Number of Workplace Trainers

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

- An increase in the number of Workplace Trainers required, or
- The need to replace an existing Workplace Trainer, the role will be advertised throughout ESTA and a merit selection undertaken.

g) Team Leaders

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

h) Casual Employees

Casual employees are not eligible to be or remain as Workplace Trainers.

i) Part Time Employees

Part time employees are eligible to be selected as Workplace Trainers subject to the following additional provisions:

- A part time trainer will be required to work the hours reasonably scheduled for training and associated requirements, consistent with full time trainers, as determined by ESTA from time to time.
- A part time employee who is required to work additional hours, up to full time hours, in order to undertake their training responsibilities will do so at single time rates of pay.

19.7 Mentor Allowance

- a) A Mentor Allowance of \$2.50 per hour shall be paid to all ESTA accredited Mentors while they are performing their mentoring duties.
- b) The allowance will be increased as follows:  
1 July 2010 - \$2.60  
1 July 2011 - \$2.65

19.8 Hourly Rate

Except as provided in sub-clause 13.6, 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:

$$\frac{\text{gross annual salary}}{\text{average full time ordinary hours per annum (i.e 1976 average hours p.a.)}} = \$ \text{ hourly rate}$$

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

**20. SHIFT PENALTIES**

20.1 The following shift penalties apply:

SHIFT	DEFINITION	RATE
Afternoon (Monday to Friday)	<ul style="list-style-type: none"><li>• A shift commencing after noon where at least half of shift is worked after 6 pm.</li><li>• 11am to 11pm shift at Tally Ho and Ballarat.</li></ul>	15%
Night (Except where Saturday, Sunday or Public Holiday rates apply)	<ul style="list-style-type: none"><li>• Where at least half of the shift is worked after 11pm.</li><li>• Where an equal number of hours are worked before after midnight Friday, the Saturday rate applies.</li></ul>	25%
Saturday	<ul style="list-style-type: none"><li>• Where at least half of the shift is worked between midnight Friday and midnight Saturday, except that:</li><li>• Where an equal number of hours are worked before and midnight Saturday, the Sunday rate applies.</li></ul>	50%
Sunday	<ul style="list-style-type: none"><li>• Where at least half of the shift is worked between midnight Saturday and midnight Sunday.</li><li>• 7pm Sunday to 7am Monday shift at the WTC.</li></ul>	100%

Public Holiday	<ul style="list-style-type: none"> <li>Where at least half of the shift is performed on the public holiday.</li> <li>At the WTC, where the shift commences at 7pm on the Public Holiday and concludes at 7am the following day.</li> </ul>	150%
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## 20.2 Shift Penalty Application

- a) 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 13 accrue.
- b) penalties are applied to the ordinary hours rate for the shift.
- c) penalties are not payable during periods of leave.
- d) penalties are not payable during periods of overtime.
- e) Where a Workplace Trainer, Mentor or other employee is required to change from their normal rostered shift(s) in order to either conduct or participate in 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.

## 21. HIGHER DUTIES

- 21.1 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 (2) consecutive hours.
- 21.2 An employee who is being paid for higher duties in respect of an absence, event or circumstance, for more than four (4) 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 employees absence.

## 22. OVERTIME

- 22.1 Subject to Clause 22.5, 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.
- 22.2 An employee shall work a reasonable amount of overtime if requested. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - a) any risk to employee health and safety;
  - b) the employee's personal circumstances including any family responsibilities;
  - c) the needs of the workplace or enterprise;
  - d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

e) any other relevant matter.

- 22.3 An employee recalled to work overtime after leaving work shall be paid a minimum of four (4) hours at overtime rates. Provided that an employee requested to commence a shift early, shall be paid overtime only for the hours worked prior to the normal shift commencement.
- 22.4 Except as provided in sub clauses 36.3 and 36.4, 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 13 applies or in excess of 38 ordinary time hours per week for all other full time employees, will be paid as overtime.
- 22.5 Overtime worked on a Public Holiday or Alternative Public Holiday in excess of the ordinary rostered hours will be paid at triple ordinary time.
- 22.6 An employee may elect to take time off normal rostered duty in lieu of overtime ("Overtime time in lieu"), subject to the following:
- a) the time off granted would be no more than the actual time worked;
  - b) an employee may take a maximum of 2 days at a time;
  - c) an employee may bank a maximum of 4 days / shifts in total; and
  - d) the time off may be taken at a time agreed between the employee and the relevant manager, and must take into consideration operational requirements.

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

- 22.7 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.

## **23. MEAL ALLOWANCE**

- 23.1 A meal allowance is payable to employees required to work unplanned overtime for at least two (2) hours beyond the end of their normal or overtime shifts, provided the total hours worked for the shift, inclusive of overtime, is not less than ten (10).
- 23.2 The meal allowance payable for each such instance will be \$17.60.
- 23.3 The allowance will be increased as follows:  
1 July 2010 - \$18.15  
1 July 2011 - \$18.75

## **24. PROFESSIONAL INDEMNITY**

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

## **25. WORKPLACE REFORM**

- 25.1 Where ESTA intends to carry out a substantial change in operations, including:
- a) a material change to the manner in which work is organised and/or where work is performed; and/or

- b) the introduction of new or upgraded equipment; and/or
- c) the need for new skills and/or responsibilities and/or retraining or redeployment; and/or
- d) substantial variations to shift rosters, total working hours, total number of working days or rest breaks quantum,

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

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

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

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

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

## **26. ANNUAL LEAVE**

26.1 Annual leave shall accrue at the rate of 4 weeks (152 hours) per annum for all full-time employees. For those on Continuous Shift, Annual Leave shall accrue at the rate of 5 weeks (190 hours) per annum.

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

- a) annual leave cannot be taken in the first three (3) months of employment, unless authorised by the Centre Manager.
- b) annual leave entitlements must be taken within 12 months of the full entitlement falling due, unless special circumstances exist and approval to defer is granted by the Centre Manager.
- c) the time at which annual leave is taken shall be fair and equitable to all employees and shall take into consideration ESTA's operational requirements.

26.3 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.

## **27. ANNUAL LEAVE LOADING**

27.1 A 17.5% annual leave loading is payable in respect of all annual leave accruing after 1 January 2007.

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

27.3 Employees who cease their employment will receive a pro rata payment in lieu in accordance with their payment for annual leave not taken.

- 27.4 The loading is calculated as 17.5% of the gross base salary for the total period of leave taken.

## **28. LONG SERVICE LEAVE**

- 28.1 An employee is entitled to Long Service Leave on completing 10 years continuous employment with ESTA (and ECV and Intergraph BEST (Vic) Pty Ltd).
- 28.2 Where an employee's employment is ended for any reason, and the employee has completed at least 5 but less than 10 years continuous service with ESTA, ECV and Intergraph BEST (Vic) Pty Ltd, the employee is entitled to payment of long service leave in respect of that service.
- 28.3 Long Service Leave shall accrue as follows:
- a) for service prior to 1 October 2003  
Long Service Leave shall be in accordance with the Long Service Leave Act 1992. (ie 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).
  - b) for service after 1 October 2003  
At the rate of 13 weeks leave on ordinary pay on completing 10 years continuous employment with ESTA (and ECV and Intergraph BEST (Vic) Pty Ltd).
- 28.4 Continuity of service for the purpose of calculating Long Service Leave will not be broken by any of the circumstances detailed in section 62 (2) of the Long Service Leave Act 1992, and in the Long Service Leave (Amendment) Act 2005, unless agreed otherwise in accordance with section 63(3) of that Act.
- 28.5 The "ordinary pay" for long service leave shall be as defined in section 64 of the Long Service Leave Act 1992 and in the Long Service Leave (Amendment) Act 2005.
- 28.6 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.
- 28.7 Long service leave does not include any public holiday or annual leave occurring during the period when the long service leave is taken.
- 28.8 An employee, by agreement with ESTA, may take double the period of leave at half the rate of pay. The agreement shall have regard to the needs of the employee and ESTA's operational requirements.

## **29. PARENTAL LEAVE**

- 29.1 Parental leave shall be granted in accordance with the provisions of the Fair Work Act 2009, except for any additional provisions contained in this clause. The following is an outline of the provisions. Full details are included in ESTA Policies and Procedures.
- 29.2
- a) Parental leave encompasses maternity leave, paternity leave and adoption leave, and is available to all full and part-time employees and eligible casual employees who have been employed for a 12 month period or more immediately preceding the commencement of the leave.
  - b) An eligible casual employee means a casual employee employed on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months and who has, but for the pregnancy or decision to adopt, a reasonable expectation of ongoing employment.

- 29.3 The leave is unpaid (including Public Holidays), except as detailed in sub clauses 29.6 and 36.5 and is available for a period of up to 52 weeks for both full time and part time employees in one unbroken period. Sick leave is not available and no annual or sick leave entitlements accrue during the period of parental leave.
- 29.4 Employees may take any other forms of paid leave to which they are entitled, such as annual or long service leave, in substitution for some or all of this 52 week period.
- 29.5 The maximum entitlement to paternity leave is reduced by any maternity leave taken by the employee's spouse. Paternity leave cannot normally be taken while the employee's spouse is on maternity leave, except for the paid periods provided in sub clause 29.7.
- 29.6 a) Paid maternity leave of 12 weeks on full pay, or 24 weeks on half pay, at the discretion of the employee, commencing no earlier than 6 weeks before the estimated date of birth.
- b) Payment will be based on the average ordinary time rate of earnings (i.e. excluding shift penalties, overtime and mentor allowance, but including higher duties) for the six (6) months period prior to commencing maternity leave.
- 29.7 Paid paternity leave will be provided for one (1) week at the ordinary time rate of pay. This leave may be taken within two (2) weeks either side of confinement
- 29.8 Employees returning from periods of parental leave are entitled to the same position, and the same salary, held by them immediately before going on leave. If such a position is not available, they will be placed in a position as nearly comparable in status to that of their former position.
- 29.9 An employee may request ESTA to:
- a) extend the period of unpaid maternity leave by a further continuous period of leave not exceeding 12 months; and/or
- b) return from a period of maternity leave on a part-time basis until the child reaches school age.
- ESTA shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 29.10 A copy of the parental leave provisions of the Fair Work Act 2009 will be made available to employees on request and will be available on ESTA's intranet.

### **30. BEREAVEMENT LEAVE**

- 30.1 An employee shall be entitled to a maximum of three shifts paid leave on each occasion and on production of satisfactory evidence of the death of:
- a) a member of the employee's immediate family; or
- b) a member of the employee's household, where the employee has had a relationship of care of the person concerned.
- The shifts may be taken in two lots and must coincide with the death and/or the funeral.
- 30.2 The term "immediate family" includes:
- a) a spouse (including a de facto spouse and same sex partner) of the employee; and

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

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

### **31. CARER'S LEAVE**

- 31.1 A full time employee with responsibilities in relation to either, members of their immediate family, or members of their household (as defined in sub clause 30.1b), who need their care and support, shall be entitled to special leave, up to 34.2 hours per annum as carer's Leave, to provide care and support for such persons when they are ill.
- 31.2 This leave shall be available to an employee when a dependent child or spouse is admitted to hospital.
- 31.3 This leave shall be available to an employee when the employee must provide care for dependent children when a spouse or partner is admitted to hospital provided the spouse or partner would, except for the hospitalisation, have been the carer of the children. Appropriate evidence will be required.
- 31.4 The term "immediate family" includes:
  - a) a spouse (including a de facto spouse and same sex partner) of the employee; and
  - b) a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent (including step parent), full time guardian, grandparent, grandchild or sibling of the employee.
- 31.5 The employee shall, if required, establish by production of a medical certificate or State Statutory Declaration, the illness of the person concerned and that the illness is such as to require care by another.
- 31.6 In normal circumstances an employee shall not take carer's leave under this clause where another person has taken leave to care for the same person.
- 31.7 Carer's leave may be taken for part of a single day/shift.
- 31.8 Carer's leave described in this clause shall not be cumulative.
- 31.9 In addition, employees may use part or all of their sick leave provision described in Clause 32, for the same purpose and under the same conditions as carer's leave.

### **32. SICK LEAVE**

- 32.1 For reasons of personal illness, incapacity or injury:
  - a) a full-time employee shall be entitled to 91.2 hours paid sick leave per year.
  - b) in the first year of employment, sick leave will accrue and be credited on a pro-rata basis from commencement of employment. In the second and subsequent years, full time employees will be credited with their full entitlements on the anniversary of their commencement.
  - c) only 34.2 hours paid sick leave without a medical certificate/State Statutory Declaration will be allowed in any 12 months period. This is not cumulative.
  - d) for all other absences due to illness or injury, the employee shall provide a medical certificate from a duly qualified medical practitioner (i.e. Doctor of Medicine, Dentist,

Podiatrist, Optometrist, Psychologist, Physiotherapist or Chiropractor).

- e) a State Statutory Declaration may also be provided in lieu of a medical certificate for paid sick leave.
- f) unused sick leave shall be cumulative.
- g) entitlements to sick leave are not subject to a cash payment on termination.

32.2 ESTA will, as far as practicable, provide a dedicated area where an employee who is ill can rest in privacy and comfort.

### **33. PUBLIC HOLIDAYS**

33.1 An employee other than a shift worker:

(a) shall be entitled to holidays on the following declared or proclaimed days:

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

(b) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December

(c) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December

(d) When New Year's Day, Australia Day or Anzac day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

33.2 Additional Public Holidays

Where, in the state of Victoria, public holidays are declared or prescribed on days other than those set out 33.1 (a) above, those days shall constitute additional holidays for the purpose of this Agreement.

33.3 Alternative of Public Holidays by agreement.

By Agreement between the employer 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 33.1). Any such agreement shall be recorded in writing and be available to every affected employee.

33.4 Employees are entitled to payment at double the ordinary time rates for all ordinary hours worked on public holidays or a nominated alternative public holidays (see sub clause 33.1 above). Where a public holiday shift penalty is paid in accordance with Clause 20, payment will be at single time plus the penalty rate detailed in sub clause 20.1.

33.5 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.

- 33.6 For pay, shift penalty and overtime payment purposes, individual employees may, with the specific approval of their Centre Manager, substitute another day of religious significance for Good Friday, Easter Saturday, Easter Monday and / or Christmas Day.
- 33.7 This clause is subject to any relevant variation in the Award consistent with the provisions of clause 48.
- 33.8 Entitlements for Shift Workers in relation to Public Holidays and Substitute Public Holidays.
- (a) A shift worker who is rostered off duty on a public holiday, alternative day or a substitute day, shall be entitled to a days salary in respect of that day.
- (b) A full time shift worker is entitled to the following payments in relation to public holidays (as listed in clauses 33.1 (a) and 33.2) or alternative days (as agreed in accordance with clause 33.3) and substitute days as prescribed in clause 33.1(b), 33.1 (c) and 33.1(d);

<b>Rostered On</b>	<b>Rostered Off</b>	<b>Payment – Public Holiday</b>	<b>Payment-Substitute Day</b>
Public Holiday (No substitute day applicable)		Single time, plus Public Holiday shift penalty	N/A
	Public Holiday (No substitute day applicable)	A days 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 (Dec25) 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 days 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 (Dec25) falls on a Saturday or Sunday an additional 50% loading is paid	A days 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 days 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.

33.9 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.

33.10 Christmas Day

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

33.11 Entitlements for Part-Time Shift Workers in relation to Public Holidays and Substitute Days

Where the normal roster of a part-time employee includes a day which is a holiday, the employee is entitled to receive the public holiday penalty rate for working on the day.

A part-time employee whose normal roster includes a Saturday or Sunday which would be a prescribed holiday but for the substitution of an alternative day is entitled to the following payments in relation to public holidays (as listed in clauses clauses 33.1 (a) and 33.2) or alternative days (as agreed in accordance with clause 33.3) and substitute days as prescribed in clause 33.1(b), 33.1 (c) and 33.1(d);

<b>Rostered On</b>	<b>Rostered Off</b>	<b>Payment - Public Holiday</b>	<b>Payment-Substitute Day</b>
Public Holiday (No substitute day applicable)		Single time, plus Public Holiday shift penalty	N/A
	Public Holiday (No substitute day applicable)	N/A	N/A
Weekend Public Holiday and Substitute Day		Single time, plus applicable weekend penalties, plus single time for an additional day of equal length, plus, where Christmas day (Dec 25) falls on a Saturday or Sunday an additional 50% loading is paid	Single ordinary time rate of pay, plus afternoon, night or weekend shift penalties, depending on the day when work is rostered
	Public Holiday and Substitute Day	N/A	N/A
Weekend Public Holiday	Substitute Day Monday - Friday	Single time, plus applicable weekend penalties, plus single time for an additional day of equal length, plus, where Christmas day (Dec 25) falls on a Saturday or Sunday an additional 50% loading is paid	N/A

Substitute Day	Public Holiday	N/A	Single time plus public holiday penalty rate is paid.
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### **34. SUPERANNUATION**

34.1 ESTA will make the appropriate employer contribution to the designated ESTA superannuation fund, in accordance with the relevant Commonwealth Government superannuation legislation.

34.2 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.

### **35. CASUAL EMPLOYMENT**

35.1 Casual employees are engaged to work irregular and / or intermittent hours and are paid on an hourly basis.

35.2 Casual employees are paid at the ordinary hourly rate paid to full-time employees, as in sub clause 19.8, plus a loading of 25% for each hour worked.

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

### **36. PART-TIME EMPLOYMENT**

36.1 Part-time employees:

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

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

36.2 Part-time employees are paid at the ordinary hourly rate paid to full-time employees, in accordance with sub Clause 19.8, for each hour worked.

36.3 Except as provided in sub clause 19.6 (i), hours worked in excess of the specified ordinary hours per shift and per week will be paid at overtime rates.

36.4 Employees who, immediately prior to this Agreement were part – time employees who worked an average of more than 38 hours per week ordinary time and who, as a result of the 38 hour week agreement (clause 13) will become full time employees, will be paid overtime under the provisions of this clause.

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

36.6 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 bereavement leave provisions which are included in sub clause 30.1.

### **37. 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.

### **38. ACCIDENT PAY**

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

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

### **39. TRADE UNION TRAINING**

39.1 A workplace representative who has been nominated by a Union, party to this Agreement, shall be granted up to a maximum of five (5) days in any one calendar year per employee group served (i.e. Police, Ambulance, Fire(Tally Ho) and Fire(Ballarat) to attend a workplace related industrial relations training course.

39.2 Further periods of leave may only be granted by the Centre Manager.

39.3 Leave granted pursuant to this clause, including any related additional leave, will be subject to the work place requirements and must be approved by the Centre Manager but will not be unreasonably refused.

39.4 If the full quantum of training leave prescribed in sub clause 39.1 is not utilised in the calendar year as specified, it may be utilised in part or in total in the following year.

### **40. UNIFORM**

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

### **41. 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.

### **42. 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.

### 43. SETTLEMENT OF DISPUTES

- 43.1 If any dispute or grievance arises between ESTA and an employee(s), it shall be dealt with in the following manner:
- a) the dispute or grievance must first be discussed by the affected employee(s) with his or her supervisor;
  - b) if not settled, the employee(s) may then request a representative, who may be a Union representative, to be present and the dispute or grievance shall be discussed with the relevant Centre Manager.
  - c) if a dispute still remains unresolved, it shall be referred to the General Manager, Human Resources, or such appropriate employer representative as shall be appointed by the General Manager, Human Resources.
- 43.2 If after following steps 43.1a, 43.1b and 43.1c, the dispute remains unresolved, it may be referred to the Australian Industrial Relations Commission for conciliation, and where necessary, arbitration to determine the matter. The decision of the AIRC must be accepted by the parties subject to any appeal available.
- 43.3 Employee(s) shall be entitled to have a representative, who may be a union representative, present at any or all steps in this procedure.
- 43.4 Steps 43.1a, 43.1b and 43.1c shall normally take place within 10 calendar days.
- 43.5 During this disputes resolution process, both ESTA and the aggrieved employee(s) shall co-operate to ensure that these procedures are carried out expeditiously.
- 43.6 Until the dispute / grievance is determined, work shall continue normally in accordance with the existing work practices before the dispute / grievance arose.
- No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.
- Because of the emergency nature of the services provided and the need to maintain emergency services, industrial action will not occur which can directly or indirectly impinge upon or in any way disrupt or interfere with ESTA providing normal services to its customers or the continuance of existing work practices, contrary to the Workplace Relations Act 1996.
- 43.7 Resolution of occupational health and safety issues under this clause are subject to the relevant state occupational health and safety legislation and are not subject to subclause 43.6.

### 44. TERMINATION

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

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

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

- 44.2 There will not be any redundancies during the term of this Agreement.
- 44.3 At the date of separation, an employee must return to ESTA:
- a) all confidential ESTA information;
  - b) those parts of all notes and other records based on or incorporating confidential information;
  - c) all ESTA 's property in an employee's possession or control, including uniform items and equipment.
- 44.4 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 Workplace Relations Act 1996.
- 44.5 Sub clauses 44.1 and 44.2 do not apply to casual employees.

#### **45. TRANSMISSION OF BUSINESS**

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

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

#### **46. RIGHT OF ENTRY and UNION REPRESENTATION**

- 46.1 Unions party to this Agreement shall notify ESTA of all Union delegates who are elected by the employees and of the Union's authorised representatives. Such persons shall be recognised by ESTA as employee representatives.
- 46.2 An employee representative may enter the premises of the relevant Centre for the purpose of interviewing employees or ESTA representative(s) or conducting meetings for the purpose of:
- facilitating the operation and observance of, and investigating and securing compliance with, this Agreement;
  - facilitating the operation and observance of, and investigating and securing compliance with, the Award;
  - facilitating the operation and observance of, and investigating and securing compliance with, an Order of the Commission binding on the parties to this Agreement; and;
  - facilitating the operation and observance of, and investigating and securing compliance with, an arbitrated resolution of a dispute about the application of this Agreement.

and under the following conditions:-

- That Centre Management is advised as soon as practicable and on arrival at the Centre and provided with a valid reason for the visit;
  - The representative ensures that the visit does not adversely affect the operation of the business;
  - The representative is not permitted to communicate with employees at their work station or during a period when they are in the process of engagement in normal operating procedures. Release of employees when requested will not be unreasonably refused; and
  - The representative shall comply with the Centres security arrangements.
- 46.3 Subject to the agreement of ESTA, which will not be unreasonably withheld, provision of prior notice and there being no adverse impact on ESTA's operations, an employees' elected union delegate shall be allowed reasonable time off-site, without loss of pay, for the purposes of carrying out his or her functions under this clause.

## **47. CONSULTATION**

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

## **48. NO EXTRA CLAIMS**

- 48.1 No extra claim shall be made during the life of the Agreement, save that a party to the Agreement may apply to have the Award varied for the purposes of maintaining it in accordance with sub clause 48.2
- 48.2 Maintenance of the Award is limited to the incorporation into it of safety net wage increases and test case standards.

## **49. VARIATIONS TO THE AWARD**

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

**SIGNATURES OF THE PARTIES:**

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

N Foster, Chief Executive Officer (signature) \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2009

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2009

**Signed on behalf of the Liquor, Hospitality and Miscellaneous Union**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2009

**Signed on behalf of the United Firefighters' Union of Australia**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2009

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2009