



**UNION LOG OF CLAIMS – ESTA OPERATIONAL EMPLOYEES ENTERPRISE AGREEMENT
NEGOTIATIONS 2018**

1. Wages and Allowances

The Unions are seeking a 6% per annum pay increase across all classifications covered by the Agreement up to the Team Leader classification.

The Unions are seeking an 8% pay increase for employees at the Team Leader Classification.

First pay increase to be payable from 1 December 2018.

All allowances will increase in accordance with the wages increases.

2. Sign on Bonus

\$4,500

3. Term of the Agreement

Three-year term commencing on 1 December 2018.

4. Definitions

The Unions seek the introduction of two new definitions as follows:

Rostered on: means “upon commencement of shift”

Rostered off: means “upon conclusion of shift”

5. Classification Structure

The Unions are seeking the introduction of a new classification structure which properly and simply acknowledges employees skills attainment within the classification structure. The proposed structure is contained at **SCHEDULE ONE** to this log of claims.

The Unions are also seeking a clause which provides that should ESTA phase out the diploma of management without a suitable replacement course in the life of the Agreement without an agreed replacement ESTA will immediately pay to all Team Leaders the increment for the Diploma of Management and will continue to do so until employees have an opportunity to complete an agreed replacement course.

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6. Minimum Staffing

Please refer to the attached schedule at **SCHEDULE TWO** for the Unions minimum staffing claim.

In recognition of the extreme impact lack of or reduced staffing capacity has on employees health and wellbeing the Unions also seek that a safe working allowance of a 25% loading on an employees salaries be paid to all employees covered by this Agreement should ESTA fail to comply with the minimum staffing schedule until such time as ESTA is once again compliant with the schedule.

7. Equality and Standardisation of Rostering

The Unions are seeking the introduction of a clause recognising the three standard rosters currently in place at ESTA. A document outlining this is attached at **SCHEDULE THREE**.

This clause will specify that all new employees, dependent on work location and service will be employed in accordance with one of these three standard rosters.

Further, an employee who has voluntarily reached agreement with ESTA to work outside of the standard roster pattern can at any time, of their own election, return to a full-time position on the applicable standard roster pattern.

The Unions also seek that the current clause 12 “Hours of Work” be reviewed to ensure consistency with this new clause.

8. Early Knock Off (EKO) payment

Penalty for Friday night shift, Saturday night shift (7pm-7am) at WTC and 6pm-6am at BAL and the eve of a Public Holiday night shift shall be paid at 50%, 100% and 150% respectively.

9. Overtime

The Unions are seeking clearer provisions to the overtime payments to align with other emergency sector employers. These changes include:

- All overtime to be paid at double time minimum (public holidays triple time).
- Where an employee elects to take overtime taken as Time in Lieu (TIL) the amount of time in lieu is the equivalent of the double time amount.

The unions also seek a provision whereby ESTA ensure that clarity in advertising overtime shifts as follows:

- I. All overtime will be advertised for the number of hours and skill set to be used by the employee – where ESTA seeks to make changes after the employee has accepted the overtime ESTA will notify the employee and either:
 - a. pay the employee for all hours as advertised; alternatively
 - b. the employee may elect to no longer perform the overtime.

10. Spoilt Meal Allowance

If an employee has their meal interrupted during a meal break due to being recalled to duty they will be paid a spoilt meal allowance of \$15. This allowance may only be claimed twice per shift.

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11. Health and Well-Being Allowance

In recognition of the difficult nature of the role performed by operational employees at ESTA an in particular the impact shift work and sedentary work has on an employee's health and well-being ESTA will provide all employees a one-off yearly allowance of \$1000 to be paid on the anniversary date of employment for each employee. This allowance is to be used for genuine expenses relating to the employees' health and well-being.

12. Ambulance Membership

ESTA will pay the cost of Ambulance Victoria Membership for all employees and their families.

13. WTC Parking

Employees required to work at World Trade Centre shall be compensated 100% of their daily car parking costs.

14. Superannuation

ESTA will support and take all action within their ability to seek to include employees within the ESSS defined benefits scheme. The parties agree to cooperate in taking action to achieve this outcome for ESTA Operational employees.

Should the parties be successful in attaining access to the ESSS defined benefits scheme, participation in the scheme will be on an opt in basis.

For employees who choose not to opt in to the defined benefits scheme or alternatively if the parties are unsuccessful in achieving access, the Unions seek a 1% increase in employer superannuation contribution.

15. Accident Make-Up Pay

In order to align with the current standards that apply to other emergency services employers, an employee absent from work on account of any injury or illness arising out of or in the course of employment shall be entitled to leave of absence for up to 104 weeks while being entitled to workers compensation without reducing his or her sick leave entitlements.

During the period of absence the employee will be paid any difference between his or her total wage and such compensation. During this period, the employee will be paid all allowances and entitlements which they would have been paid had the illness or injury not occurred.

16. Journey Accident Insurance

The employer shall provide all employees Journey Accident Insurance to and from work to ensure that pre-injury average weekly earnings for time lost due to journey accidents are maintained for up to 104 weeks and all medical expenses are met.

17. Income Protection Insurance

ESTA will provide income insurance cover for employees for all illness and injuries which occur to an employee outside of work hours and which render the employee partly or wholly incapable for. ESTA will pay the premium for an income protection policy for benefits and services to members as agreed between the parties.

18. Public Holidays

The Unions seek that Grand Final Eve and Easter Sunday be included in the list of recognised public holidays.

19. Honouring of Leave and No Zero Balance

The Unions seek the inclusion of clauses which provide as follows:

- Where an employee makes rostering changes for example, the changing of crews or roster pattern, ESTA will honour any leave arrangements the employee had approved prior to such change.
- An employees leave balance will not drop below zero in the case of the employee making alterations to their employment arrangements.

20. Annual leave

Annual leave will be accrued in days per annum. 20 days for non-shift workers and 25-days for shift workers.

In order to compensate full time employees working a standard roster and receiving the rolled in rate who work public holidays, such employees annual leave accrual will increase by 13 days per annum. This number will increase according for any additional public holidays declared as such during the life of the Agreement.

In order to ensure equitable access to leave ESTA will maintain a policy of access to leave based on 1 in every six employees having an entitlement to annual leave at any given time. This number is a minimum and may be increased where practicable.

The unions also seek an increase to leave loading at %25

21. Personal/Carers Leave

Personal/Carers leave will be accrued in days per annum of 15 days.

22. Community Service Leave

An employee who engages in eligible community service activity as defined in accordance with the Fair Work Act 2009, is entitled to be absent from their employment for a reasonable period of time.

23. Pressing Necessity

The Unions are seeking the introduction of a provisions for pressing necessity leave which provides for a leave of absence of up to four shifts on account of the injury or illness of his or her immediate family or household or in any other case where in the opinion of ESTA special circumstances exist.

24. Cultural and Ceremonial Leave

In recognition of the value in a culturally diverse workforce ESTA shall provide the opportunity for Employees who are required to observe days of cultural ceremonial and/or religious significance to do so.

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Where attendance to these matters requires time away from work, Employees may apply for any accrued leave to which they may be entitled and shall have reasonable access to time in lieu.

25. Defence Force Leave

In recognition of the contribution and service of employees who also serve in the armed forces ESTA will provide a leave of absence with pay shall for twenty days in any year to any employee who is a voluntary member of the Reserve Forces for the purpose of attending training camps, and any additional days a year for the same purpose on the certification of the Commanding Officer of the particular service unit concerned that such additional days are required.

Leave of absence with pay shall be granted for any period of service.

Where additional days are required for the purpose of service or travelling, requests for additional paid time off work shall be granted.

26. Anzac Day Leave

In recognition of their service every employee who is a current or former serviceperson and participates in an ANZAC March/Service or similar event will be granted leave of absence on ANZAC Day without deduction from the employee's pay or allowances.

An additional day of leave shall be provided to any employee who has been awarded a gallantry decoration.

An additional 3 days leave shall be provided to any employee who is a recipient of the Victoria Cross for Australia, the Imperial Victoria Cross or a Commonwealth equivalent

27. Jury Service Leave

In recognition of their contribution to civil society an employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the time he or she would have worked had he or she not been on jury service.

An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give his or her employer proof of his or her attendance, the duration of such attendance and the amount received in respect of such jury service.

28. Leave without Pay

Where an employee requests leave without pay, such application for leave without pay shall be considered at the discretion of the EMO. Such employee who requests leave without pay and is granted such leave shall not accrue leave entitlements during such period of absence.

All applications will be treated in an equitable and consistent manner and consent to leave without pay will not be unreasonably withheld.

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29. Parental leave

The Unions are seeking an increase to paternity leave to 4 weeks.

The Unions are also seeking to introduce changes to the parental leave provisions to parental leave in the case of both permanent and foster care.

The Unions also seek to provide for Special Maternity Leave which provides that where the pregnancy of the employee terminates after 20 weeks and the employee has not commenced maternity leave, the employee shall be entitled to take paid special maternity leave of the equivalent amount that would have been entitled if such termination had not occurred.

Where an employee not then on maternity leave suffers illness related to her pregnancy, she may also take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

Where leave is granted in accordance with this clause, during the period of 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.

The Unions also seek the following alterations to the maternity leave provisions:

- Maternity leave will be paid in accordance with an employees ordinary hours of work the entire period of the maternity leave including will include any higher duties or increments payable.
- In the case of a miscarriage in the final trimester of a pregnancy or peri-natal death an employee is entitled to the full entitlements in relation to maternity leave.
- An employee will be entitled to 5 days equivalent of paid leave during a pregnancy to which they are the parent to attend medical appointments in relation to pregnancy.
- Public holidays which fall within the period of an employees parental leave will extend such leave by one day for each public holiday.

30. Family Violence Leave

The Unions seek the following alteration to the current family violence leave provisions:

1. Family Violence Leave

1.1 General Principle

- (a) 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.
- (b) 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.

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1.2 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).

1.3 Eligibility

- (a) Leave for Family Violence purposes is available to all Employees with the exception of Casual Employees.
- (b) Casual Employees are entitled to access leave without pay for Family Violence purposes.

1.4 General Measures

- (a) 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.
- (b) 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.
- (c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing Family Violence.
- (d) 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.
- (e) 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.
- (f) 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 33.5 and 33.6.
- (g) 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.

1.5 Leave

- (a) 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.
- (b) 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

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care for children. ESTA may require evidence consistent with clause 33.4(a) from an Employee seeking to use their personal/carer's leave entitlement under this sub-clause.

1.6 Individual Support

- 1.6.1 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:
- temporary or ongoing changes to their span of hours or pattern of hours and/or shift patterns;
 - temporary or ongoing job redesign or changes to duties;
 - temporary or ongoing relocation to suitable employment;
 - a change to the Employee's telephone number or email address to avoid harassing contact;
 - any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 1.6.2 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).
- 1.6.3 An Employee experiencing Family Violence will be offered access to the Employee Assistance Program (EAP) and/or other available local Employee support resources. The EAP shall include professionals trained specifically in Family Violence.
- 1.6.4 An Employee that discloses that they are experiencing Family Violence will be given information regarding current support services.
- 1.6.5 An Employee providing support to an Immediate Family Member who is experiencing Family Violence, upon request, will be considered for a Flexible Working Arrangement.

31. Long Service Leave

The Unions are seeking to include a provision within the long service leave clause to provide that Employees can take up to 4 individual days per year of their long service leave;

Apart from these four individual days the clause should also provide for a new minimum period of continuous leave of one of one rotation.

32. Notifiable Infectious Diseases Leave

The Unions seek the inclusion of a clause which provides that where an employee has been diagnosed with a notifiable infectious disease, such employee will access paid leave for the period under which they are considered quarantined and unable to attend work.

33. Rehabilitation Leave

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The unions seek the inclusion of a clause which provides that where an employee is attending a rehabilitation facility and/or program for the purposes of rehabilitation from an addictive disease such as alcohol, gambling, drugs, ESTA will grant the employee a leave of absence to attend such facility or program.

No punitive action will be taken against an employee who discloses information for the purposes of accessing such leave.

The parties agree to develop a policy in accordance with the consultative provisions of the agreement relating to ESTA's overall management of employees suffering from an addictive disease as indicated above.

34. Leave to Participate in Emergency Services Game

The Unions are seeking a provision for employees who participate in the Emergency Services Games a leave of absence without loss of pay and entitlements for attendance at the emergency services games

This clause would facilitate relationship building across other emergency services personnel as well as encourage employees to participate in healthy activities also.

35. Union Engagement Clause

In recognition of the importance of the relationship between the employer and the Unions within the workplace the Unions are seeking the inclusion of a Union Engagement clause within the EBA.

This clause will provide for the following provisions:

- Union employees and Officials will be granted access to ESTA premises at all times provided 24 hours notice has been given to the employer for the purposes of engagement with members and other ESTA employees on relevant workplace matters.
- ESTA employees, on notification of the relevant union as to their participation in any matter relating to ESTA work place issues, will be released from duty for all time required for that matter. I.e. Enterprise Bargaining Negotiations consultation, disputes.
- Further, the Unions and ESTA agree to establish a Union secondment program whereby an employee is released from duty on full pay for a period of 13 weeks at a time to be seconded to the Union office to gain a better and deeper understanding of industrial matters.

36. Industrial Training Leave

The Unions seek an alteration to the current industrial training leave provisions as follows:

42.1 An employee who has been nominated by one of the Unions to attend trade union training shall be granted leave of absence on full pay for up to five days in any one calendar year provided that the training is likely to contribute to a better understanding of industrial relations by the employee.

42.2 Further periods of leave may only be granted by the Executive Manager of Operations however will not be unreasonably withheld.

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42.3 Leave granted pursuant to this clause, including any related additional leave, will be subject to genuine operational requirements, but will not be unreasonably refused.

42.4 If the full quantum of leave prescribed in subclause 42.1 is not utilised in the calendar year as specified, it may be utilised in part or in total the following year.

37. Consultation Clause

The Unions are seeking the following alterations to the consultation provision with the current Enterprise Agreement:

- Alter the introductory paragraph to read “A consultative committee of Union and ESTA representatives will meet as a formal means of consulting on:
 - All matters pertaining to the employment relationship to who this agreement applies; and/or
 - All matters where the provisions of this agreement require consultation; and or
 - Monitor the implementation and operation of this Agreement; and
 - Consult on any proposal involving change affecting the application or operation of this agreement, employees’ terms and conditions of employment or the employment relationship.”
- The Unions further seek a definition of consultation which includes a requirement to “reach consensus” prior to implementation of any outcome.
- The Unions also seek an alteration to provide that the committee meet monthly unless otherwise agreed by the committee.

38. Introduction of Change

The Unions seek the introduction of a provision as follows in the Enterprise Agreement:

Where the employer wishes to implement change in matters affecting the application or operation of the agreement or pertaining to employment relationship in any of the workplaces covered by this agreement, such matter will be referred to the consultative committee in accordance with the consultation clause of this agreement.

39. Technological Change

The Unions seek the introduction of a provision as follows in the Enterprise Agreement:

The parties recognise the speed and diversity of changes to technology and that the best results for ESTA and its employees are achieved when technological change occurs through a cooperative process subject to this Agreement. As such, any technological change affecting the application and/or operation of this agreement and/or employees will be implemented in accordance with the consultation provision of this agreement

40. ESTA Policies

The Unions seek the introduction of a provision as follows in the Enterprise Agreement:

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ESTA currently has in place a range of policies that affect employees covered by this agreement. Any policy that affects the application or operation on this agreement or the work of employees covered by this agreement may only be made or varied in accordance with the consultation provisions of this Agreement.

Should ESTA seek to modify, delete or add to any new or existing policy that so affects employees than any change or addition will also be the subject of consultation.

Should any policy be inconsistent with a term of this Agreement, then it will be invalid to the extent of that inconsistency.

For the purposes of this Agreement, policies include but are not limited to, procedures, business rules, directions, standing orders, standard operating procedures, operational work instructions or any like document kept or promulgated by ESTA to their employees.

41. Work Location & Relocation

The Unions seek the introduction of an amended “Location” clause as follows:

10. Work Location and Relocation

10.1 Each employee will be employed at a specific location and this location will be allocated as their normal work location.

10.2 No employee can be directed to transfer either temporarily or permanently from their normal work location without agreement with the employee.

10.3 Temporarily performing work at an alternative work location

Where, due to rostering requirements, an employee agrees to perform work at an alternative work location for a temporary period (i.e. for one shift) an employee will be reimbursed their additional travel expenses incurred as a result. This will include, but is not limited to:

- a) Motor vehicle expenses in accordance with the rate provided by the Australian Taxation Office;
- b) Any tolls incurred;
- c) Accommodation and meals expenses

10.4 Temporary Relocation of Normal Work Location

(a) A temporary relocation of an employee’s normal work location is where an employee moves out of the employee's rostered work premises for a temporary period of time (i.e. longer period than just performing individual shifts) due to such things as rostering/operational requirements, refurbishment, alteration or redevelopment of their current work premises.

(b) No employee will be relocated or directed to relocate into temporary premises prior to:

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- (i) ESTA, the relevant Union(s) and employees affected by the change being satisfied in relation to temporary facilities and amenities in accordance with the consultation provisions of this agreement; and
 - (ii) ESTA, the relevant Union(s) and employees affected by the change will review and determine the quantum of a temporary relocation allowance by agreement. If the parties cannot reach agreement on the quantum the default allowance of \$5 per day will apply for the duration of the temporary relocation.
- (c) An employee who temporarily relocates to another premise other than the employee's normal place or places of work will have any period of additional travelling time from their normal place of residence regarded as time worked. This additional time shall be based on an agreed standard additional time to the temporary location in comparison to the employees usual travel time.
- (d) To avoid doubt temporary relocation conditions are not applicable where an employee:
- (i) Requested the relocation on personal grounds;
 - (ii) Applied and was successful in a temporary or permanent new role; or
 - (iii) A similar arrangement.

10. 5 Permanent Relocation

- (a) This clause applies where an employees work location is relocated on an ongoing or permanent basis.
- (b) No employee will be relocated into a new or different permanent premises prior to ESTA, the relevant union(s) and employees affected by the change being reasonably satisfied in relation to the facilities, amenities and relocation plan at the new location, in accordance with the consultation provisions of this agreement. To avoid doubt, consultation shall apply from the relocation proposal stage through to the final occupation.
- (c) Where an employee is permanently relocated into any new or different premises the employee will be paid a once only allowance arising from transfer or redeployment as following:
- (i) A disturbance allowance of \$1,340 (gross) will be paid for the first 30 minutes of additional total daily travel time required or 30 kilometres additional daily distance or part thereof; and
 - (ii) Further equivalent allowances of \$1 ,192 (gross) each for each additional 30 minutes or 30 kilometres or part thereof.
- (d) Where an employee is required to permanently relocate to a location where the employee:
- (i) will not have access to carparking without cost; and

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(ii) had access to car parking without cost prior to the relocation;

the employee will be entitled to claim reimbursement of all car parking expenses

Employees who permanently relocate will also be reimbursed the costs of:

- I. the actual necessary costs of conveyance of themselves and their family;
- II. the actual necessary costs reasonably incurred in moving their furniture and personal effects;
- III. the cost of comprehensive insurance cover for such furniture and personal effects whilst in transit, up to a maximum cover of \$100,000;
- IV. the actual cost of stamp duty paid on purchase of a residence or land for their own permanent occupation within 4 years of their promotion, transfer or order of transfer taking effect, provided satisfactory evidence of the transaction is provided to the employer.
- V. Such other expenses as agreed between the employer and Employee.

(e) Where the distance to be travelled by the employee as a result of the relocation exceeds 30 km of additional travel daily travel time, entirely at the employees election, the employee may elect to no longer continue their employment with ESTA. In such circumstances ESTA will make a lump sum payment in the equivalent form provided for in Victorian Public Sector Policy for redundancies/

42. Uniforms and Equipment

The Unions seek the introduction of a provision as follows in the Enterprise Agreement:

The employers will supply each employee and will be responsible for the cost of replacing, repairing and or cleaning all articles of clothing and/or equipment that must be worn/used by the employee.

The parties further agree that consultation will occur in accordance with this agreement on all aspects of clothing, uniforms and equipment to be worn/used by employees within the workplace.

43. Amenities

The Unions seek the following inclusions within the amenities clause:

ESTA will provide at each work location:

Appliances and other equipment necessary for the preparation and consumption of meals, cream biscuits and savoury biscuits, margarine/butter;

All Employees will also be provided with the following equipment for the purposes of carrying out their functions in a healthy and safe manner:

- Noise Cancelling Headphones
- Electronic Height Adjustable Sit Stand Desks
- Adjustable arms for computer monitors.
- New chairs which meet an agreed specification based on employee requirements.

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ESTA also agrees that all workplaces will maintain an ambient temperature at all times to ensure comfort for all employees in the workplace. Such temperature or range of temperatures will be agreed via the consultative provisions of this Agreement.

The Unions also seek a clause which provides for internet access on operational terminals.

44. Rest and Recline

In recognition of the impact of shift work on employee health and well-being and standards of fatigue management across equivalent emergency services the Unions are seeking the inclusion of a provisions within the enterprise agreement which specifically requires that ESTA provide rest and a recline facilities at all work locations.

These facilities will provide one bed per employee on shift plus a pool of reclining massage chairs at least 1 per 4 employees for the purposes of employee rest and recline.

The bedroom facilities will be private to each person and single occupancy only.

45. Rest Breaks

The Unions are seeking an inclusion in the hours of work clause to provide that all employees are entitled to a 30 minute paid break every 90 minutes.

46. Childcare

The Unions seek the introduction of a clause as follows:

“Where as a result of working overtime or performing any work outside of their normal rostered hours, an employee is required to incur an expense for childcare in order that the employee can carry out their work, ESTA must reimburse the employee upon production of appropriate documentation of the childcare expense incurred.”

47. Dispute

The Unions seek alternations to the disputes clause to alter the steps of the process.

- The Unions seek that disputes notified at step one are to be notified to the relevant Executive Manager Operations
- Disputes notified at step 2 are escalated to the Chief Operations Officer
- Steps 1-3 in the disputes procedure shall normally take place within 28
- Disputes can only be lodged by employees and employee representatives including the unions.

48. Employee Representation

The Unions seek alterations to this clause to delete any requirement for an employee representative to require the prior approval of their Team Leader/Manager to exercise their functions and further to delete in full the current clause 54.5.

49. Health and Safety Representatives and Fire Wardens

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To facilitate a safer working environment the Unions seek a specific provision within the EBA providing for these positions within the workplace. These provisions would provide that:

The parties agree that employees holding the position of Health and Safety Representative, Deputy Health and Safety Representative and Fire Wardens will be supplied with access to facilities such as telephones, computers, email, notice boards and meeting rooms, in a manner that does not adversely affect service delivery and work requirements to enable them to carry out their functions in their capacity including training.

Any employee holding one of these positions will also be released from duty to attend to matters within their duties for all time required for that matter.

All HSRs and Fire Wardens will be appropriately training via agreed training package.

Employees who perform these roles will receive an allowance of \$25 per week paid for all purposes.

50. Natural Justice and Procedural Fairness Clause

The Unions seek the inclusion of a clause that provides for procedural fairness and natural justice to apply in ESTA workplace and in relation to aspects of the Agreement. The clause would provide as follows:

- ESTA acknowledges the importance of maintaining trust and good faith with its workforce, accordingly ESTA will comply with the principles of natural justice and/or procedural fairness in all of the terms in this agreement.
- Further, ESTA will act in such a manner so as employees can maintain trust and confidence in ESTA

51. Conduct Resolution

The Unions seek the inclusion of an agreed Conduct Resolution clause which is underpinned by an agreed Code of Conduct and Conduct Resolution Process as contained at **SCHEDULE FOUR** of this claim.

The Unions propose that the attached Code of Conduct and Conduct Resolution Process be attached as a schedule to the Agreement.

Further, a clause should be inserted into the agreement which provides as follows:

The provisions of this agreement apply to matters relating to conduct resolution of employees, whether or not any other instrument (including State legislation) that may be sought to be used by the Employer purporting to apply to any form of conduct resolution.

All conduct resolution will be dealt with in accordance with the Code of Conduct and Conduct Resolution Process at schedule X of the Agreement and not conduct resolution outcome can occur in relation to an employee until the Code of Conduct and Conduct Resolution Process has been followed.

To avoid doubt, nothing in this clause or the Code of Conduct and Conduct Resolution Process shall have the effect of altering the minimum employment period for access to unfair dismissal protection

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or reduce in any way the rights of an employee to unfair dismissal protection contrary to Section 194 (c) and (d) of the Fair Work Act 2009

Should a conduct resolution outcome or process involve stand down or suspension of an employee, the employee will continue to be paid their full wage and be entitled to all other terms and conditions contained in this agreement for the period of the suspension/stand down.

52. Productivity / Efficiency Provision

The Unions seek the inclusion of a clause which provides for the recognition of Productivity and Efficiencies gains under the agreement. The provision would provide as follows:

- Subject to this agreement, the parties agree to continue to work towards making agreed improvements in efficiency and productivity providing safe, satisfying and rewarding employment for employees covered by this agreement. Such improvement will be implemented via consultation and not be at the expense of maintaining a safe working environment or reducing public safety in any way.

53. Rolled in Rate and Public Holidays

All full-time employees working one of the three standard rosters will be paid a rolled in rate, paid for all purposes including while on any type of leave and for superannuation purposes, in lieu of shift penalties.

This rolled in rate will amount to a 35% loading paid for all purposes on top of an employees' total salary.

Where employees are being paid in accordance with the rolled in rate they will have an entitlement to 15 days extra annual leave on top of their current entitlement to compensate for working the public holidays.

54. Short Notice Shift Change

The Unions seek an alternation to the provision providing for payment in the case of late notice of a temporary shift change to extend the 5 day notice period out to 14 days.

The clause should also provide that such provision applies to both the time and/or location of a shift.

All changes of shift will be by mutual agreement.

55. Training

The Unions seek the inclusion of a clause within the Enterprise Agreement specifically relating to training which would include provision of the following matters:

- Mandatory agreed student to trainer ratios including a commitment of no less than two trainers per course.
- Where an employee is participating in a course as either trainee or trainer, and/or mentor ESTA will release the employee from duty completely for the entire period of the course and for at least 2 days before and 2 days after with no requirement to make up any hours regardless of the actual hours of the course with no loss of pay.

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- A requirement that workplace trainers and mentors must hold a Certificate IV in workplace training and assessment which is provided at ESTA's expense. All employees who hold a Certificate IV in workplace training and assessment will be paid an allowance of \$25 per week paid for all purposes.
- Minimum course, consolidation and mentoring periods for each service/skill to be enshrined in the Agreement which including the units of competencies and qualifications which will be issued by ESTA following completion of a course.
- All employees will be trained in call taking on initial employment. ESTA will not employ an employee to be trained in dispatch without successfully completing a call taking course in that service. No employee will be selected to a dispatch course without having completed successfully a call taking course in that service prior.
- A commitment that all training will be conducted on ESTA time only and there will be no expectation that employee will undertake any training on in their own time or outside of ESTA premises.
- An enhanced commitment by ESTA to Skills Maintenance which provides that all employees will get minimum four shifts of face to face skills maintenance training per year to ensure all employees' skills are maintained and updated. This applies to both an employee's primary service and any skills which they have gained in secondary services.
- A clause providing for equity of access to the positions of workplace trainer and mentor and that all appointments to such roles will be on a merit based and equitable selection process.

56. Trigger Figures

The Unions seek the insertion of a clause which provides that where total employee numbers within any one service and/or the skills set of call taker/dispatcher drop below a total of a 1 to 6 ratio of the required minimum numbers, ESTA will run the necessary course to either employ new employees as call takers or train new employees in a service or in dispatch, to make up for the shortfall.

Such a clause will ensure the maintenance of safe staffing levels and provide for the proper management of employee fatigue and welfare ensuring employee numbers do not prevent employees from access to appropriate rest periods and leave.

*For example, the minimum numbers provision for AV at Ballarat provides that ESTA requires 12 call takers at any given time. Hence, should the total number of call takers employed with AV as their primary service at Ballarat drop below 72 ESTA will employ new employees as call takers to make up for the shortfall in numbers. Likewise, the dispatch numbers for AV at Ballarat provide 6 dispatchers meaning that should ESTA's total number of dispatchers employed in AV as their primary service at Ballarat drop below 36 ESTA will likewise run a dispatch course.

In developing this clause, where the 6 to 1 ratio is not appropriate, the parties may agree to an alternative ratio or number.

Further, employees who are dispatch trained and work primarily within dispatch in any one service do not count for the purposes of establishing call taker trigger figures. Likewise, employees multi-skilled in an additional number of services do not count for the purposes of establishing trigger figures numbers in relation to a primary service.

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This clause should also provide that all employees to be trained in dispatch must first be trained and fully competent in call-taking in the service in which they will be trained in dispatch.

57. Manual Operations Allowance

The Unions seek the inclusion of a specific clause providing for a manual operations allowance payable to all employees rostered to work and at work during a period of manual operations (either planned or unplanned) to compensate employees for the extra workload and stress caused by working within a manual operations environment. The unions seek an allowance of \$4.50 per hour to all employees rostered to work and at work during a period of manual operations (planned or unplanned).

58. Meal Allowances

The Unions seek an alteration to the meal allowance clause which provides that in all circumstances where an employees shift is extended for at least two hours, regardless of the time worked by the employee such employee receives a meal allowance in accordance with the clause.

59. Representation Reimbursement

The Unions seek the introduction of a clause which provides that:

ESTA shall reimburse employees who attend, give evidence or participate in proceedings in any Commission, Court, Tribunal, or other body, provided that the proceeding or the requirement to attend or participate in the proceeding relates to or is in the course of the employee's employment, for the purposes of seeking independent legal advice. The amount of the representation reimbursement shall be capped at \$5000 unless ESTA approves a higher amount.

60. Multi-Selecting Channels in Fire

The unions seek a provision which acknowledges that parties agree that ESTA will not continue with the practice of multi-selecting fire channels in relation to fire dispatch.

61. Alterations to the 38 Hour Week Agreement Clause

The Unions seek the following alterations to the 38-hour week agreement provision:

- The clause will recognise that for employees working either/or a 40 hour or a 42 hour week two payments are payable in recompense:
 1. Week in Lieu Payment in recognition of the 2 hours worked between the hours of 38 and 40.
 2. Rotationally Accrued Overtime in recognition of the 2 worked between 40 and 42 hours.
- All week in lieu payments and rotationally accrued overtime will accrue at double time in recognition of the fact that this time is in fact overtime payable at double time.
- On request an employee can seek to have you can get week in lieu balance paid out.
- Employees can also use their accrued Week in Lieu or rotationally accrued overtime as leave and as leave for part shifts.

62. Time in Lieu

The Unions seek the inclusion of a specific provision relating to time in lieu which provides that employees are entitled to accrue up to 80 hours of TIL at any given time.

Where an employee has more than 80 hours of TIL accrued the employee at their complete discretion can either elect to:

- Nominate a quantum of TIL to be taken in the next roster cycle (8 weeks), or
- Nominate a quantum of TIL to be cashed out double time rates

All TIL shall accrue at double time where an employee elects to accrue TIL, such will be taken at double time.

63. Conversion Hours

The Unions seek the inclusion of a provision which provides that there will be no requirement for any employees to make up hours as a result of participating in mentoring duties or training. Where an employees is released for part of a shift to perform such duties they will be released for their entire shift regardless of how long the training/mentoring duties actually take.

Further, there will be no requirement for employees to make up hours as a result participation in meetings such as, but not limited to, consultation, bargaining, disputes, OH&S committees so on. Where an employees is released for part of a shift to perform such duties they will be released for their entire shift regardless of how long the duties actually take.

There will also be no requirements for an employee to make up hours as a result of a crew change or other rostering change which is at ESTA request.

64. Maintenance of Classifications and Job Security

The Unions seek the inclusion of a provisions relating specifically to maintenance of classifications and job security which provides that:

Work currently undertaken by employees employed within the classifications of this agreement will continue to be undertaken by employees covered by the classifications in this agreement.

ESTA will further job security for employees covered under this Agreement via clauses including:

- ESTA job vacancies will initially be advertised to existing staff only and a six week expression of interest window will apply to allow staff on leave fair opportunity to apply.
- Disputes relating to appointment/non-appointment to positions will be dealt with in accordance with the dispute resolution procedure contained with the agreement and ESTA and the Unions agree that where disputes cannot be resolved an employee may elect, prior to referral to FWC, that a panel be convened which consist of one ESTA Management Representative, one Union representative and an agreed independent representation to hear an employees dispute relating to appointment / non-appointment to a position. Where

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an employee is unsuccessful at the panel the employee can only proceed with a dispute to FWC in relation to a procedural aspect of the decision making of the panel as opposed to the decision itself.

- All appointments to positions will be via a fair and transparent merit-based selection process and agreed criteria will be established between the parties to the agreement via consultation for the panel referred to above.
- ESTA will not employ any on a fixed term contract arrangement unless agreed by the all Unions.

65. Return to Work

The Unions seek the inclusion of an agreed Return to Work process document to be attached to this agreement as a schedule.

The agreed document is attached at **SCHEDULE 5** of this claim.

Along with this schedule the Unions seek the inclusion of a provision which provides that:

The parties recognise the importance of a fair and equitable rehabilitation program which recognises the requirement to make reasonable accommodation for employees returning from illness and injury. Accordingly, the parties have agreed on an effective Return to Work Program for ill and injured employees. The agreed comprehensive Return to Work program is incorporated into this Agreement at Schedule X.

If the employee considers that it would be detrimental to the employee's health to continue performing his / her duties or the employee is not physically fit to perform his / her duties, for any period of time, upon request of the employee, ESTA will, subject to agreement with the employee, vary the employee's duties or transfer the employee to a different position.

SCHEDULE 1

Salaries and Classification Structure

1.1 Incremental Salary System

Salaries will be based on an incremental system whereby each employee's salary will be calculated by incorporating a salary payment and any number of increment payments which form in total an employees' base salary.

Pay increase will be applied as per the claim for Wages and Allowances on a yearly basis to both the minimum salary payments and the increments payments commencing 31 October 2018.

1.2 Skillset Payments

21.2.1 Schedule of Payments

Minimum Salary	31 October 2018
Operator (Calltaker & Dispatcher)	\$44, 242
Assistant Team Leader (ATL)	\$79, 825
Team Leader	\$82, 978

1.2.2 Operator (Calltaker & Dispatcher)

This salary is payable to all Calltakers & Dispatchers, including Workplace Trainers (on and off shift) and Mentors.

1.2.3 Assistant Team Leader Salary

This salary is payable to employees appointed into the role of Assistant Team Leader.

1.2.4 Team Leader Salary

This salary is payable to employees appointed into the role of Team Leader.

1.3 Increments

1.3.1 Base Salary, Application of Increments & Hourly Rate

Increments are added to an employee's Minimum Salary to form an employees overall base salary. Increments will be applied as per their qualification criteria and the final salary figure shall be used for all purposes under this agreement.

Employees may qualify for multiple increments, however each increment is only payable once.

The calculation of an employee's ordinary hourly rate is as per the following formula:

$$\frac{\text{Minimum Salary} + \text{All Applicable Increments}}{\text{Average full-time ordinary Hours per annum} \\ (1976 \text{ Hours})} = \$ \text{ Hourly Rate}$$

1.3.2 Increment Schedule

Increment	31 October 2018
1 Year Calltaking Increment	\$4000
2 Year Calltaking Increment	\$4000
1 Year Dispatch Increment	\$4000
2 Year Dispatch Increment	\$4000
Ertcomm Calltaking Increment	\$2500
Netcomm Calltaking Increment	\$2500
MFB Calltaking Increment	\$2500
CFA Calltaking Increment	\$2500
Vicpol Calltaking Increment	\$2500
SES Calltaking Increment	\$2500
Ertcomm Dispatch Increment	\$2500
Netcomm Dispatch Increment	\$2500
MFB Dispatch Increment	\$2500
CFA Dispatch Increment	\$2500
Vicpol Dispatch Increment	\$2500
SES Dispatch Increment	\$2500
Workplace Trainer Increment	\$6000
Mentor Increment	\$3000
3 Years of Service Increment	\$2000
5 Years of Service Increment	\$2000
10 Years of Service Increment	\$2000
15 Years of Service Increment	\$2000
20 Years of Service Increment	\$2000
Diploma of Management Increment	\$4000
Permanent off Shift increment	\$15000

1.3.3 Increment Qualification Criteria

1.3.3.1 1 Year Calltaking Increment

Payable from the 1st anniversary of the employee successfully completing their Calltaker training (i.e. signed off as having successfully completed the classroom training).

Not payable to Assistant Team Leaders or Team Leaders

1.3.3.2 2 Year Calltaking Increment

Payable from the 2nd anniversary of the employee successfully completing their Calltaker training (i.e. signed off as having successfully completed the classroom training).

Not payable to Assistant Team Leaders or Team Leaders

1.3.3.3 1 Year Dispatch Increment

Payable from the 1st anniversary of the employee successfully completing their Dispatcher training (i.e. signed off as having successfully completed the classroom training).

Not payable to Assistant Team Leaders or Team Leaders

1.3.3.4 2 Year Dispatch Increment

Payable from the 2nd anniversary of the employee successfully completing their Dispatcher training (i.e. signed off as having successfully completed the classroom training).

Not payable to Assistant Team Leaders or Team Leaders

1.3.3.5 Ertcomm Calltaking Increment

Payable when the employee successfully completes their Ertcomm Calltaker training (i.e. signed off as having successfully completed the classroom training).

No longer payable if the employee does not complete the live training.

Not payable to Assistant Team Leaders or Team Leaders

1.3.3.6 Netcomm Calltaking Increment

Payable when the employee successfully completes their Netcomm Calltaker training (i.e. signed off as having successfully completed the classroom training).

No longer payable if the employee does not complete the live training.

Not payable to Assistant Team Leaders or Team Leaders

1.3.3.7 MFB Calltaking Increment

Payable when the employee successfully completes their MFB Calltaker training (i.e. signed off as having successfully completed the classroom training).

No longer payable if the employee does not complete the live training.

Not payable to Assistant Team Leaders or Team Leaders

1.3.3.8 CFA Calltaking Increment

Payable when the employee successfully completes their CFA Calltaker training (i.e. signed off as having successfully completed the classroom training).

No longer payable if the employee does not complete the live training.

Not payable to Assistant Team Leaders or Team Leaders

1.3.3.9 Vicpol Calltaking Increment

Payable when the employee successfully completes their Vicpol Calltaker training (i.e. signed off as having successfully completed the classroom training).

No longer payable if the employee does not complete the live training.

Not payable to Assistant Team Leaders or Team Leaders

1.3.3.10 SES Calltaking Increment

Payable when the employee successfully completes their SES Calltaker training (i.e. signed off as having successfully completed the classroom training).

No longer payable if the employee does not complete the live training.

Not payable to Assistant Team Leaders or Team Leaders

1.3.3.11 Ertcomm Dispatch Increment

Payable when the employee successfully completes their Ertcomm Dispatch training (i.e. signed off as having successfully completed the classroom training).

No longer payable if the employee does not complete the live training.

Not payable to Assistant Team Leaders or Team Leaders

1.3.3.12 Netcomm Dispatch Increment

Payable when the employee successfully completes their Netcomm Dispatch training (i.e. signed off as having successfully completed the classroom training).

No longer payable if the employee does not complete the live training.

Not payable to Assistant Team Leaders or Team Leaders

1.3.3.13 MFB Dispatch Increment

Payable when the employee successfully completes their MFB Dispatch training (i.e. signed off as having successfully completed the classroom training).

No longer payable if the employee does not complete the live training.

Not payable to Assistant Team Leaders or Team Leaders

1.3.3.14 CFA Dispatch Increment

Payable when the employee successfully completes their CFA Dispatch training (i.e. signed off as having successfully completed the classroom training).

No longer payable if the employee does not complete the live training.

Not payable to Assistant Team Leaders or Team Leaders

1.3.3.15 Vicpol Dispatch Increment

Payable when the employee successfully completes their Vicpol Dispatch training (i.e. signed off as having successfully completed the classroom training).

No longer payable if the employee does not complete the live training.

Not payable to Assistant Team Leaders or Team Leaders

1.3.3.16 SES Dispatch Increment

Payable when the employee successfully completes their SES Dispatch training (i.e. signed off as having successfully completed the classroom training).

No longer payable if the employee does not complete the live training.

Not payable to Assistant Team Leaders or Team Leaders

1.3.3.17 Workplace Trainer Increment

Payable to all appointed workplace trainers.

1.3.3.18 Mentor Increment

Payable to all appointed mentors.

1.3.3.19 3 Years of Service Increment

Payable to all employees who have completed 3 years of service with ESTA.

1.3.3.20 5 Years of Service Increment

Payable to all employees who have completed 5 years of service with ESTA.

1.3.3.21 10 Years of Service Increment

Payable to all employees who have completed 10 years of service with ESTA.

1.3.3.22 15 Years of Service Increment

Payable to all employees who have completed 15 years of service with
ESTA/ECV/Intergraph.

1.3.3.23 20 Years of Service Increment

Payable to all employees who have completed 20 years of service with
ESTA/ECV/Intergraph.

1.3.3.24 Diploma of Management Increment

Payable to all employees who have completed the ESTA diploma of management.

Also payable to any employee who has not completed the diploma of management but
under a previous enterprise agreement were eligible for Team Leader Level 2.

1.3.3.25 Permanent off shift Increment

Payable to all employees who have been appointed in a permanent off shift role such as off
shift Workplace trainer. Not payable to any employee who meets the definition of shift
worker.

SCHEDULE 2

MINIMUM STAFFING PROVISIONS

1.1 Safe Staffing Numbers

The parties have agreed for reasons including employee health, safety and welfare the below safe staffing numbers will be maintained as a minimum at all applicable classifications and for all times as set out in the tables provided.

1.2 Any alteration to the numbers specified in the below tables may be implemented for a period not exceeding 7 days by agreement between the parties. Any such agreement or dispensation shall be confirmed in writing.

1.3 Safe Staffing Tables

FSV

THO	BAL
TL - 1	TL - 1
ATL - 1	ATL - 1
MFB RADIO - 4	
CFA RADIO - 6	CFA RADIO - 6
TURNOUT - 5	TURNOUT - 2
CALL-TAKERS - 6	CALL-TAKERS - 4
TRAINERS - 2	TRAINERS - 2

POLICE

WTC	BAL	THO
TL - 2	TL - 2	TL - 2
ATL - 1	ATL - 1	ATL - 1
DP (DS) - 11	DP (DS) - 9	DP (DS) - 9
DP (NS SUN-THURS) - 12	DP (NS SUN-THURS) - 9	DP (NS SUN-THURS) - 10
DP (NS FRI-SAT) - 17	DP (NS FRI-SAT) - 10	DP (NS FRI-SAT) - 11
CT (DS) - Total of 30 no less than 6 at each for manual ops	CT (DS) - 6	CT (DS) -
CT (NS SUN-WED) -	CT (NS SUN-WED) - 6	

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30 no less than 6 but after 2.30AM – 7AM 22 Minimum 6 across all sites		
CT (NS THUR-SAT) – 40 2.30AM – 7AM 30	CT (NS THUR-SAT) – 8	
TRAINERS – 2	TRAINERS – 2	

AV EMERG

THO	BAL
TL – 2	TL – 2
ATL – 1	ATL – 1
DP – 8 (4 CH, 1 ARO, 2 BREAK/CT)	DP – 6 (3 CHANNEL, 1 ARO, 2 BREAK/CT)
CT – 24 across the state minimum of	CT – 12
TRAINERS – 2	TRAINERS – 2

NB – CT numbers will be maintained as a minimum of 24 across both sites and cannot drop below minimum of 9 at Ballarat & minimum 12 at Tally Ho to allow for redundancy & manual ops.

AV NETCOM

THO	BAL
TL – 1	TL – 1
ATL – 1	ATL – 1
DP – 3	DP – 3
CT – 8 (14 COMBINED)	CT – 6 (14 COMBINED)
	TRAINER – 1

1.4 Principles to Maintain Safe Staffing Levels

Where numbers drop below the specified safe staffing levels as contained in the above tables the following three steps will be followed to maintain the minimum numbers:

- Step 1 – ESTA will use qualified people currently on shift above minimums to backfill vacant shifts
- Step 2 – ESTA will backfill shift via overtime with such overtime being offered firstly to employees whose primary service aligns to that which is required and only to employees with the relevant skill set needed (i.e a dispatcher will be replaced with a dispatcher and a team leader with a team leader).

- Step 3 – Where no employee from the primary service is available ESTA may seek to backfill the position via overtime from multi-skilled employees who holds the necessary skill set. Please note, this does not apply to ATL and TL positions which must be backfilled by a substantive ATL and TL from the primary service.
- Step 4 – If no substantive ATL or TL is available ESTA will utilise a higher duties arrangement to backfill the position. I.e. where no substantive TL accepts the overtime the TL position will be performed by the ATL in accordance with the higher duties clause of this Agreement. In that instance, or where the ATL position is vacant due to some other means and no substantive ATL accepts the overtime the ATL position will be backfilled in the first instance by an Dispatcher with ATL experience. Where no such dispatcher is available ESTA will backfill the position via a dispatcher with at least 2 years experience in dispatch.

1.5 Implementation

Due to the increase in staffing required to achieve these numbers the Unions are proposing that the operative date of the clause would be at a date agreed to between the Unions and ESTA during bargaining but no later than 2 years from the start date of the Agreement.

1.6 Team Leader Ratios

The parties also agree that team leader numbers will increase on a ratio basis. i.e. where numbers of employees to be supervised by a team leader at any given time increases above 16 an additional team leader per every 16 employees to be supervised will be rostered for duty.