

# ESTA ENTERPRISE BARGAINING 2009

## CLAIMS

### **These claims are made on behalf of members of the LHMU, UFU and the CEPU**

The union's preference is for the existing ESTA Enterprise Agreement 2006 to be varied and extended in accordance with Schedule 7 of the *Workplace Relations Act 1996*. This log of claims relates solely to claims that the unions would pursue if that framework for negotiation was proceeded with.

In that context, the following claims for variation are notified:

#### **Wages and Allowances**

1. All wages and allowances to be increased by 6% per annum from 1 July 2009.
2. Changes to the **Classifications Structure** to include the following:
  - 2.1 Introduction of increments for years of experience
  - 2.2 Remove requirement for employees to train in dispatch or call taking in more than one service area in order to move through the classification structure increments.  
\*New classification structure is attached.

#### **3. Shift Penalties**

- 3.1 Employees shall be entitled to afternoon and night shift penalties, as worked, in addition to weekend penalty rates for all work performed on Saturday, Sunday and public holidays.
- 3.2 Increase in afternoon shift penalty from 15% to 20%.
- 3.3 Provision of an evening shift penalty of 25% where a majority of the shift occurs between 1700 and midnight but ends after midnight.
- 3.4 Increase in night shift penalty from 25% to 30%
- 3.5 Increase in Saturday shift penalty from 50% to 100%

#### **4. Workplace Trainer Allowance**

4.1 In addition to any increases arising from clause 1 of these claims, the Workplace Trainer Allowance will be increased by 5%.

4.2 Workplace Trainers will have their additional car parking and travel cost paid by the employer.

#### **5. The Mentor Allowance**

5.1 The Mentor Allowance will be increased as follows:

1 July 2009 \$4.50

1 July 2010 \$5.00

1 July 2011 \$5.50

5.2 There will be no disadvantage to employees while undertaking mentor duties in relation to loss of hours usually worked, penalties and overtime.

#### **6. Car parking Allowance**

Employees employed at any time at an ESTA work location in the central business district of Melbourne shall be entitled to a car parking allowance of \$35.00 per week.

#### **7. Overtime**

7.1 All overtime to be paid at double time provided that overtime worked on the weekend will be paid at double time and a half.

7.2 Where an employee is recalled to perform overtime and agrees to such overtime:

(a) The employee will be paid a minimum of 4 hours at double time for any period of overtime which will be calculated from the time a call or request is received from the employer and the overtime is accepted;

(b) In addition to the payment provide for under sub clause 6.2(a), the employee will be paid two (2) hours at ordinary time rates of pay where the notice for such overtime is less than four (4) hours.

7.3 Where an employee elects to take time off normal rostered duty in lieu of payment of overtime penalty payments, such leave shall accrue at overtime rates. ( e.g. where an employee works a 10 hour overtime shift, he/she shall be entitled to take 3 hours off for the first two hours of overtime plus 16 hours off for the remaining 8 hours.)

7.4 Employees will have the option to take rotationally accrued overtime as time in lieu of payment of overtime penalties, on a fortnightly basis.

## **Health and Safety**

### **8. Breaks:**

8.1 Dispatchers and Call Takers in all Centres will be entitled to the same rest breaks. Call Takers in Ambulance and Fire Service Dispatchers will be entitled to 6 x 30 minute breaks consistent with Police Dispatchers and Call Takers and Ambulance Dispatchers.

8.2 Employees will be entitled to lactation breaks as required (in addition to any other rest break entitlement) and the employer will provide a suitable area for women to take such breaks that ensures their privacy.

8.3 The parties to this Agreement will jointly develop a process for employees to take stress breaks during a shift.

### **9. Peer Support.**

Improved training for Peer Support participants and adherence to the ESTA Employee Assistance Program.

### **10. Work Conditions**

Establishment of minimum conditions applying to equipment, furniture, lighting, air conditioning, staff amenities, rest facilities, work spaces, breast feeding areas, union information boards as follows:

10.1 First Aid room (for the exclusive use of employees who are sick or injured at work)

10.2 Replace stained and worn carpets and regularly steam clean all carpets.

10.3 Replace chairs every two(2) years based on an ergonomic assessment and personal needs in consultation with OH&S representatives.

10.4 Capacity to dim lighting at an individual desk level.

10.5 Adjustable height desk to be supplied to all employees.

10.6 Annual review of headsets and replacement when headsets do not fit properly.

## **Leave Provisions**

### **11. Annual Leave:**

- 11.1 Employees entitled to access annual leave in periods of varying length with a minimum period being not less than 4 hours.
- 11.2 Employees engaged as shift workers shall be entitled to 25 days/shifts off duty as annual leave. Non-shift workers shall be entitled to 20 annual leave days.
- 11.3 All rules regarding access to annual leave and other forms of accrued leave will be published to all employees. Such rules are to be fair and equitable to all employees.

### **12. Parental Leave**

- 12.1 Provision of 26 weeks paid maternity leave and entitlement to take 52 weeks at half pay.
- 12.2 Provision of 6 weeks (24 shifts) paid paternity leave and entitlement to take 12 weeks at half pay.
- 12.3 Extension of unpaid maternity leave from 12 months to two years.
- 12.4 Entitlement for pregnant employees to transfer to safe duties and/ or hours of work without pay and conditions being reduced or adversely affected.
- 12.5 Entitlement to take paid leave until birth of the child when safe duties are not available. Such leave is additional to any other leave.
- 12.6 Extend option to work part time when returning from Parental Leave until a child is 16 years of age.
- 12.7 Facilitate part time and full time employees to work family friendly rosters.
- 12.8 Where employees are in same sex partner relationships, one of the partners shall be entitled to the paid maternity leave when a child is adopted or where an employee becomes the primary carer of the child.

### **13. Personal and Carers Leave:**

- 13.1 Increase in Carers' Leave to 60 hours per annum.
- 13.2 Provision for Carers' Leave to be cumulative from one year to the next.

## **14. Sick leave**

14.1 An employee shall provide a Statutory Declaration (State or Commonwealth) or a certificate from a qualified medical practitioner who shall include a Doctor of Medicine; Dentist; Podiatrist; Optometrist; Psychologist; Physiotherapist and Chiropractor, when an employee accesses sick leave entitlements.

14.2 Increase in sick leave entitlement to 144 hours.

14.3 Employees to be entitled to use other forms of accrued paid leave in circumstances when all sick leave has been exhausted.

14.4 Subject to discussion with the Team Leader an employee who is experiencing stress as a result of workplace events, shall be entitled to be released from duty without any loss of sick leave entitlement.

14.5 Employees suffering from temporary or permanent illness or disability shall be enabled to work the hours and rosters recommended by their registered medical practitioner. The employee will be required to provide a certificate from their medical practitioner regarding the employee's need for altered hours of work.

## **15. Long Service Leave**

14.1 An employee will be required to provide the employer with 4 weeks notice of an intention to take accrued Long Service Leave. A lesser amount of notice may be agreed between the parties in exceptional circumstances.

14.2 Payment during Long Service Leave for part time employees may be averaged over the whole period of employment of each employee, to take into account any period of full time employment

## **16. Bereavement Leave**

16.1 An employee shall be entitled to a maximum of 4 shifts of paid leave on each occasion of bereavement.

16.2 Where all entitlements to bereavement leave have been exhausted, the employee shall be entitled to access other forms of accrued paid leave or unpaid leave.

## **17. Leave Without Pay**

When an employee has completed 5 years of service with ESTA including any of its predecessors he/she shall have an entitlement to take up to 12 months leave without pay.

## **18. Public Holidays**

### **18.1 Prescribed public holidays:**

Employees 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

### **18.2 Substitute Public Holidays**

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

**18.2.2** When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December

**18.2.3** 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.

### **18.3 Additional Public Holidays**

Where, in the state of Victoria, public holidays are declared or prescribed on days other than those set out 16.1 above, those days shall constitute additional holidays for the purpose of this Agreement.

### **18.4 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 16.1). Any such agreement shall be recorded in writing and be available to every affected employee.

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

**18.5.1** 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.

**18.5.2** A shift worker is entitled to the following payments in relation to public holidays (as listed in clauses 16.1 and 16.3) or alternative days (as agreed in accordance with clause 16.4) and substitute days as prescribed in clause 16.2.

<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 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 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 worked is rostered.

## **18.6 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.

## **18.7 Christmas Day**

When an employee works on Christmas Day, 25 December, and this day falls on a Saturday or a Sunday, the employee is entitled to receive the appropriate weekend penalty rate plus a loading of 50% in addition to any benefit for the substitute day.

**18.8** Part time employees will be entitled to substitute public holidays and be paid on a pro rata basis when public holidays occur on their rostered days off.

**18.9** Employees who are rostered to work an afternoon or evening shift on New Years Eve (31<sup>st</sup> December) shall be paid public holiday rates of pay. Employees who are rostered to work a nightshift on New Years Eve shall be paid triple time for all time worked.

## **19. Jury Service Leave**

Where an employee is required to attend for Jury Service and such period or part thereof occurs on the employee's rostered day/s off, the employer will provide the employee with the equivalent time off without loss of pay immediately following the conclusion of the Jury Service.

## **20. Superannuation**

Increase in employer superannuation contribution from 9% to 15%.

## **21. Salary Packaging**

21.1 Employees are entitled to enter into a salary packaging with ESTA using pre tax salary in respect of superannuation, a novated lease on a vehicle, medical benefits insurance, mobile phones, computers, membership fees for professional and industrial associations, home office expenses, financial counseling fees, disability/income protection insurance premiums, self education expenses.

21.2 ESTA will arrange for a Salary Packaging Provider to establish this service.

## **22. Ambulance Subscription**

ESTA will meet the cost of an ambulance subscription for all employees who have worked for the organization and its predecessors for 5 years or more.

## **23. Hours of Work**

Where an employee's roster is changed at the initiative of the employer to enable the employee to undertake mentoring, workplace training, transfer to other Teams or to meet any other requirement of the employer, this shall occur by agreement between the employer and the employee. There will be no requirement in these circumstances for the employee to "make up" any shortfall in hours which may result from such changes.

## **24. Union Facilitation**

24.1 A Union Notice Board will be provided at all work sites which can accommodate notices and information materials from all unions who are party to this Agreement.

24.2 All Unions shall be invited to attend induction sessions with new employees to provide employees with information about the union and to offer such employees the opportunity to join the union. The unions will be provided with an organized period of time of not less than one hour in duration and will be provided with an appropriate place for the session to take place.

24.3 Elected delegates will be released from duty, without loss of pay, if a union member seeks representation at a meeting with management in regard to any workplace matter. An agreed time for such meetings will be determined between the parties. Employees shall be informed in writing as to the purpose of any meeting which the employer requires them to attend and shall have sufficient time to consult with their representative/s prior to the date of the meeting.

24.4 Elected delegates will be facilitated to attend meetings in paid time to attend all planning and negotiating meetings relating to enterprise bargaining and to represent members on any workplace matter. Where such meetings occur on a delegates rostered day off, the delegate will be given time off in lieu for their attendance at the meeting (including travel time) or will be paid overtime. Parking and travel costs will be reimbursed by the employer.

24.5 All payments for delegates to attend trade union training or any other form of leave to perform union functions will be not less than the employee would have received had he or she been working.

24.6 Employees who work permanent night shift shall be informed personally of all work related matters which are scheduled to take place in day shift hours and the employer shall be responsible for ensuring that such employees are not disadvantaged due to their working hours.

## **25. 38 Hour Week**

25.1 Where an employee elects to take time off in lieu under the 38 Hour Week Agreement, such leave may be taken as it accrues and can be taken as a minimum of one shift.

25.2 The employer will provide an electronic report of all accrued leave owed to each employee.

25.3 Where an employee elects to take “payment in lieu” under the 38 hour week agreement (Clause 13 of existing ESTA Enterprise Agreement), he/she shall be entitled to elect to receive the payment on a fortnightly basis.

## **26. ESTA Policies**

All ESTA policies shall apply in a consistent manner at all ESTA work sites with no disadvantage to any employee.

## **27. Equal Employment Opportunity**

Part time and Full Time employees will be treated equally in relation to access to training opportunities and promotion.

## **28. Work Location**

28.1 Where an employee transfers from a rural/regional location to a metropolitan location and vice versa, the employee will be paid all removal expenses and for expenses associated with buying and /or selling accommodation.

28.2 If ESTA closes any of its existing work sites and employees are required to relocate, a relocation allowance will be paid to each employee where the distance to be travelled to work is increased or where an employee needs to move their residence.  
The relocation allowance shall be in accordance with current provisions applying in the Victorian Public Service.

## **29. Assistant Team Leader (ATL)**

An ATL assists the TL in their administrative and supervisory duties and takes on the responsibilities of the TL for short term absences (one shift only). For longer term absences (more than one shift) the ATL will act in the TL position and be paid as such.  
The “Higher Duties” provisions contained in clause 21 of the existing ESTA Enterprise Agreement shall also continue to apply to other employees who perform higher duties but who do not hold the position of Assistant Team Leader.

### **30. Training and Selection of Team leaders and Assistant Team Leaders**

In addition to existing training requirements as required under the Team Leader position description , TLs and ATLs must successfully complete a Certificate IV in Workplace Training and Assessment. The employer will provide training in regard to legislation in which the TL and ATL are required to have knowledge.

All training will be at the expense of the employer and will be provided in paid work time.

All TL and ATL positions will be advertised and the selection process will be independent and transparent.

### **31. Date and Period of Operation**

(a) Subject to (b) below the Agreement shall come into operation on 1 July 2009 and shall have a nominal expiry date of 30 June 2011.

(b) The varied provisions of the Agreement shall have effect from the date that the Agreement is varied and extended by the Australian Industrial Relations Commission pursuant to Schedule 7 of the *Workplace Relations Act 1996*.

## Attachment: New Classification Structure

Position	Level		01/07/2009	01/07/2010	01/07/2011
		Re-classification	6%	6%	6%
Trainee Calltaker		\$33662.00	\$35681.72	\$37822.62	\$40091.97
Trainee Dispatcher		\$40627.00	\$43064.62	\$45648.50	\$48387.41
Calltaker	1	\$39,974.00	\$42,372.44	\$44,914.79	\$47,609.67
Dispatcher	1	\$48,245.00	\$51,139.70	\$54,208.08	\$57,460.57
Calltaker	2	\$43,529.00	\$46,140.74	\$48,909.18	\$51,843.74
Dispatcher	2	\$52,235.00	\$55,369.10	\$58,691.25	\$62,212.72
Calltaker	3	\$46,431.00	\$49,216.86	\$52,169.87	\$55,300.06
Dispatcher	3	\$55,136.00	\$58,444.16	\$61,950.81	\$65,667.86
Calltaker	4	\$47,931.00	\$50,806.86	\$53,855.27	\$57,086.59
Dispatcher	4	\$56,636.00	\$60,034.16	\$63,636.21	\$67,454.38
Calltaker	5	\$49,439.00	\$52,405.34	\$55,549.66	\$58,882.64
Dispatcher	5	\$58,136.00	\$61,624.16	\$65,321.61	\$69,240.91
Assistant T/L		\$59,636.00	\$63,214.16	\$67,007.01	\$71,027.43
Team Leader	1	\$63,600.00	\$67,416.00	\$71,460.96	\$75,748.62
Team Leader	2	\$66,589.00	\$70,584.34	\$74,819.40	\$79,308.56
Team Leader	3	\$68,089.00	\$72,174.34	\$76,504.80	\$81,095.09

### Explanatory Notes:

1. Trainee Calltaker and Trainee Dispatcher reclassification rate is based on rates as at 1/07/08. This pay rate shall be payable from commencement of employment until the employee has successfully completed the training for these positions (i.e. signed off as having successfully completed the classroom and on the job training).

A CT training as a DP will be paid at their current rate or the Trainee Dispatcher rate, whichever is the higher.

2. Calltaker(CT) Level 1 reclassification rate is based on the average of the current Level 1 and 2 pay rates for a CT as at 1/07/08  
Dispatcher(DP) Level 1 reclassification rate is based on the average of the current Level 1 and 2 pay rates for a DP as at 1/07/08.  
Both the CT and DP will remain at Level 1 for 2 years from the date of their employment as a Trainee and will progress to Level 2 at the commencement of their third year of employment.
3. CT Level 2 and DP Level 2 reclassification rate is based on an average of the current Level 2 and Level 3 pay rates. Both the CT and DP will remain at this level for 2 years and progress to Level 3 at the commencement of their fifth year of employment.
4. CT Level 3 and DP Level 3 reclassification rate is based on an average of the current Level 3 and Level 4 rates of pay. Both the CT and the DP will remain at this level for 2 years and progress to Level 4 in their seventh year of employment.
5. CT Level 4 and DP Level 4 reclassification rate is the reclassified Level 3 rate plus \$1500. After 12 months at this level the employee is entitled to progress to Level 5.
6. CT Level 5 and DP Level 5 reclassification rate is the reclassified Level 4 rate plus \$1500
7. An Assistant Team Leader is a new position. The pay rate for this position is the DP Level 5 reclassification rate plus \$1500.
8. Team Leader (TL) Level 1 reclassification rate is based on the existing wage relativity (between the highest DP rate and TL Level 1) which is 9.4%. The reclassification rate for this position maintains this relativity- DP Level 5(reclassified rate) plus 9.4%. The TL Level 1 can progress to TL Level 2 after 12 months.
9. Team Leader Level 2 reclassification rate maintains the existing relativity between the current Level 1 and Level 2 TLs. This is 4.7%. The reclassified rate is therefore the TL Level 1 rate plus 4.7%.
10. Team Leader Level 3 reclassification rate is the TL Level 2 rate plus \$1500. The TL Level 3 supervises more than 15 employees on a Team/s based on an annual average.

\* Provided that Dispatchers and Calltakers who are Trainees or at the Level 1 reclassified rate of pay and who are employees of ESTA at the time the Agreement is certified, will only be required to remain at Level 1 for 12 months. All employees engaged after that date will proceed through the classification structure as defined. No existing employee will suffer any disadvantage as a consequence of this classification restructure.

