

Memorandum of Understanding

Pandemic Demand Response Initiatives

Emergency Services Telecommunications Authority

United Workers Union (Ambulance Employees Australia – Victoria Division)

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Communications Division) – Victoria Branch

United Firefighters' Union of Australia – Victoria Branch

Victorian Ambulance Union

Memorandum of Understanding

Pandemic Demand Response Initiatives

This Memorandum of Understanding (**MOU**) is made on the date that it is signed by all parties or if each party has signed the MOU on different dates, the date the MOU was signed last.

PARTIES

Emergency Services Telecommunications Authority (ESTA)

and

United Workers Union (Ambulance Employees Australia – Victoria Division) (UWU)

and

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Communications Division) – Victoria Branch (CWU)

and

United Firefighters' Union of Australia – Victoria Branch (UFU)

and

Victorian Ambulance Union (VAU)

(UWU, CWU, UFU & VAU; together, Unions)

RECITALS

- A. ESTA is facing unprecedented levels of sustained demand for its services which has placed significant pressure on our workforce. In this context, ESTA has been exploring all options to improve the situation for the workforce and community.
- B. ESTA acknowledges that the Unions and their members have, for an extended period, called for ESTA to employ additional permanent operational staff members. ESTA has no objection to hiring additional staff where the additional numbers are necessary to meet the needs of the organisation and the needs of the community, and the hiring is sustainable within ESTA's capacity. ESTA recognises however that during the pandemic hiring has not kept pace with demand for its services and that staffing levels have contributed to the pressure currently being felt by its operational workforce.
- C. The parties agree that no employees will be worse off after implementation of the arrangements detailed in this MOU.

THIS MOU WITNESSES that the parties agree as follows.

1. ADDITIONAL SHIFT ALLOWANCES & LOADINGS

- (a) Two additional shift allowances will be paid, and the existing shift allowances will be increased, until 30 June 2022.
- (b) These additional proposed allowances would be available to all operational staff at all centres.

Expanded shift allowances to align with high workload period

- (c) The expanded shift allowances are as follows (changes highlighted in green) and will take effect from 11 December 2021.

Shift	Definition	Normal Additional Rate	Pandemic Surge Allowance	Total Allowance
Day	<ul style="list-style-type: none"> • Any shift that doesn't attract a Late Morning, Afternoon, Night, Saturday, Sunday, or Public Holiday shift penalty. 	0%	12.5%	12.5%
Late Morning	<ul style="list-style-type: none"> • A shift commencing after 10am. and where at least half of the shift is worked after 3pm. 	0%	20%	20%
Afternoon (Monday to Friday)	<ul style="list-style-type: none"> • A shift commencing after noon where at least half of the shift is worked after 6pm. • 11am to 11pm shift. 	15%	15%	30%
Night (Except where Saturday, Sunday or Public Holiday rates apply)	<ul style="list-style-type: none"> • Where at least half the shift is worked after 11pm. • Where an equal number of hours are worked before and after midnight Friday, the Saturday rate applies. 	25%	15%	40%

- (d) No changes are proposed to Saturday, Sunday and Public Holiday penalty rates or allowances.

Overtime

- (e) Subject to clause 28.5 of the Operational Agreement (which deals with Overtime worked on Public Holidays) all Overtime will be paid at double time.

2. ROSTERING FLEXIBILITY

- (a) In order to meet peak community demand for our services, ESTA will implement new demand-based rosters to match the significant escalation in Ambulance calls between the times of 0900 to 0200.
- (b) Existing staff who move to the proposed rosters will have the option of returning to their previous roster ('standard roster') from 30 June 2022 if they wish to do so. In order to obtain sufficient staffing to make the demand-based rosters effective, existing staff will be asked to volunteer to move to the new rosters. Unions will encourage its members to consider volunteering for demand rosters to assist ESTA with moving staff to the new rosters.

- (c) New staff who are recruited directly to the proposed rosters will have the option of requesting a roster change to a 'standard roster' from 30 June 2022.
- (d) ESTA will grant all requests to move to the standard roster. ESTA will action these roster changes within two weeks of such a request. Staff will continue to be paid the expanded shift allowance until they have been moved to the standard roster.
- (e) The effectiveness of these rosters will be continually reviewed and more or less staff may be engaged on the proposed rosters to ensure coverage, depending on the ongoing demand for ESTA's services while responding to the Covid-19 pandemic surge.

42-hour rosters with amended shift times

- (f) The first set of demand-based rosters proposed are most similar in form to the current Roster A and utilises 12-hour shifts worked in a 4 on, 4 off rotations. See examples below, noting other specific options may also be designed.

	1 st Day	2 nd Day	1 st Night	2 nd Night
Roster X	0900-2100	0900-2100	1400-0200	1400-0200
Roster Y	1000-2200	1000-2200	1200-0000	1200-0000
Roster Z	1100-2300	1100-2300	1100-2300	1100-2300

- (g) These rosters result in an average of 42 hours a week being worked and therefore entitle employees to Week in Lieu (WIL) and Rotational Overtime (ROT) pursuant to clauses 14 and 12.14 of the Operational Agreement respectively.
- (h) Applicants and existing staff may also request shorter shifts, however, the above would be the proposed starting points for such discussions.
- (i) These arrangements are within the contemplation of the Operational Agreement, given that they meet the key requirements of clauses 12.7.1 and 12.7.2. Further, clause 12.7.4 contemplates mutually agreed changes to the standard Roster A pattern.

Adaptation of existing Part-time 'non-standard' rosters to Full-time options

- (j) Consistent with the terms of the Operational Agreement, ESTA recently transitioned some part-time employees to 'non-standard' rosters. The rosters designed for this purpose were better aligned to ESTA's demand periods than traditional rosters such as Roster A and Roster B. Accordingly, ESTA wishes to make these rosters available to full-time employees as well. See examples below.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
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Option R	1030-2000			1030-2000	1030-2000	1030-2000	
	1030-2000	1030-2000		1030-2000	1030-2000		
Option S	1000-1930	1000-1930			1000-1930	1000-1930	
	1000-1930	1000-1930	1000-1930		1000-1930		
Option T	1100-2030	1100-2030	1100-2030			1100-2030	
	1100-2030	1100-2030	1100-2030	1100-2030			
Option U		1130-2100	1130-2100	1130-2100		1130-2100	
		1130-2100	1130-2100	1130-2100	1130-2100		
Option V			1200-2130	1200-2130	1200-2130	1200-2130	
	1200-2130		1200-2130	1200-2130	1200-2130		

- (k) These rosters would result in employees working an average of 38 hours per week, consistent with the requirements of Roster E under the Operational Agreement.

7.5-hour & 8-hour shift rosters

- (l) ESTA proposes to introduce demand-based rosters that accommodate shorter shift options such as those below.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Option P	1230-2000	1230-2000	1230-2000	1230-2000	1230-2030		
Option Q		1330-2100	1330-2100	1330-2100	1330-2100	1330-2130	

- (m) These rosters would again result in employees working an average of up to 38 hours per week, consistent with the requirements of Roster E under the Operational Agreement.

3. SETTLEMENT OF DISPUTES

- (a) ESTA and the Unions agree that the terms of this MOU are matters pertaining to the employer/employee relationship pursuant to clause 54 of the Operational Agreement. ESTA and the Unions have access to clause 54 of the Operations Agreement if any dispute ensues in relation to this MOU.

4. INTERPRETATION

In this MOU, unless the context requires otherwise:

- (a) **ESTA** includes the ESTA Authority/Board, its Authority members/directors, officers, employees, agents, divisions, subsidiaries, associated entities, related bodies corporate, businesses, successors, and assigns, past, present and future;
- (b) **Operational Agreement** means the *Emergency Services Telecommunications Authority Operational Employees Enterprise Agreement 2019*.

SIGNATURE OF MOU

**SIGNED by EMERGENCY SERVICES)
TELECOMMUNICATIONS AUTHORITY by)
being signed by:**

Signature of Chief Executive Officer

Signature of Witness

Name of Chief Executive Officer (please print)

Name of Witness (please print)

**SIGNED by UNITED FIREFIGHTERS' UNION)
OF AUSTRALIA — VICTORIA BRANCH by)
being signed by:**

Signature of appropriate individual to sign MOU

Signature of witness

Name of appropriate individual to sign MOU (please print)

Name of witness (please print)

**SIGNED by UNITED WORKERS UNION by)
being signed by:**

Signature of appropriate individual to sign MOU

Signature of witness

Brett Adie

Name of appropriate individual to sign MOU (please print)

Lauren Stanley

Name of witness (please print)

**SIGNED by VICTORIAN AMBULANCE UNION)
by being signed by:**

Signature of appropriate individual to sign MOU

Signature of witness

Name of appropriate individual to sign MOU (please print)

Name of witness (please print)

**SIGNED by COMMUNICATIONS,)
ELECTRICAL, ELECTRONIC, ENERGY,)
INFORMATION, POSTAL, PLUMBING AND)
ALLIED SERVICES UNION OF AUSTRALIA –)
VICTORIA BRANCH by being signed by:**

Signature of appropriate individual to sign MOU

Signature of witness

Name of appropriate individual to sign MOU (please print)

Name of witness (please print)