

TAC Enterprise
Agreement 2017-
2021

Preamble

The Transport Accident Commission (TAC) is a Government-owned enterprise, established under the *Transport Accident Act 1986* to reduce the social and financial cost of transport accident injuries to the Victorian community. We pay for treatment and support services for people injured in transport accidents, promote road safety in Victoria and improve the state's trauma system.

TAC 2020 is a five year strategy that outlines the vision, mission, values and strategic objectives for the TAC. The *TAC Enterprise Agreement 2017-2021* aims to support the delivery of TAC 2020.

Our vision: Zero deaths and serious injuries on our roads.

Our mission: To be the world's leading social insurer.

Our Values:

We value life.

As a leading social insurer, we deliver world-class road safety initiatives to save lives. We value the quality of life for our clients, and treat them with care and respect to help get their lives back on track. We value the wellbeing of our people.

We make every conversation count.

We understand that trust is built and reinforced, one conversation at a time. We ensure every conversation with colleagues, clients, partners and our community is authentic, is heard, and is acted on.

We will find a better way, today.

We aim to be the world's best, and we are bold and brave in seeking better ways to care for our clients and eliminate road trauma. Our people are empowered to achieve success for our clients through innovation and creativity.

We make the complicated simple.

We remove the barriers that get in the way of achieving the very best outcome for our clients, and in doing so, simplify processes and interactions.

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1. Title

This Agreement may be referred to as the *TAC Enterprise Agreement 2017 – 2021*.

2. Interpretation

In this document, unless the contrary intention appears:

Agreement means the *TAC Enterprise Agreement 2017-2021*.

CPSU means the Community and Public Sector Union.

Immediate family means:

- (a) a spouse or domestic partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of the spouse or domestic partner of the employee.

FW Act means the *Fair Work Act 2009* (Cth).

FWC means the Fair Work Commission.

NES means the National Employment Standards under the FW Act.

3. Parties Covered by this Agreement

3.1 The parties covered by this Agreement are:

- (a) the Transport Accident Commission (TAC);
- (b) all job group 1 - 6 employees; and
- (c) the CPSU.

3.2 This Agreement does not apply to an employee on a Government Sector Executive Remuneration Panel (GSERP) contract or an executive contract with the TAC.

4. Operation of Agreement

4.1 This Agreement is a comprehensive agreement and operates to the complete exclusion of all awards, other industrial instruments and agreements.

4.2 No term of this Agreement will operate to exclude any entitlement provided by the National Employment Standards (NES) or to provide any entitlement which is detrimental to an employee's entitlement under the NES. For avoidance of doubt, if there is any inconsistency between this Agreement and the NES to the detriment of an employee, the NES will prevail.

4.3 No employee will, on balance, have their overall pay and conditions reduced as a result of the making of this Agreement.

4.4 Duration of Agreement

- (a) The nominal expiry date of this Agreement is 30 June 2021.
- (b) The parties agree to commence discussions and negotiations in order to replace this Agreement no later than six months prior to its expiration.

4.5 No Extra Claims

There will be no extra claims relating to the terms and conditions of employment during the life of this Agreement, subject to clause 4.4(b) and clause 22.

5. Diversity and Inclusion

- 5.1 It is the intention of the parties to this Agreement to:
- (a) aspire to the overall vision of the TAC's Diversity and Inclusion strategy, which is to:
 - (i) ensure a workplace which is as diverse as the community we serve;
 - (ii) take a leadership position as a champion of diversity; and
 - (iii) harness the power of diversity to improve our service delivery and client experience.
 - (b) achieve the principal object in section 336(c) of the FW Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin or any other prohibited ground of discrimination.
- 5.2 Accordingly, in fulfilling their obligations under the disputes settling procedures (clause 44), the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 5.3 Nothing in this clause is to be taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth and State anti-discrimination legislation and all Victorian law;
 - (b) an employee, the TAC or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; or
 - (c) sections 351(1) and 772, and the exemptions in section 351(2), of the FW Act.

6. Consultation

- 6.1 Where the TAC has developed a proposal for major change that is likely to have a significant effect on employees, such as a restructure of the workplace, the introduction of new technology, substantial changes to conditions of employment, or significant changes to the existing policies and work practices of its employees, the TAC will advise the affected employees and the CPSU:
- (a) of the proposed change as soon as practicable after the proposal has been made and before the change is implemented;
 - (b) of the likely effects on the employees' working conditions and responsibilities;
 - (c) of the rationale and intended benefits of any change.
- 6.2 The TAC will regularly consult with affected employees and the CPSU and give genuine and prompt consideration in writing to matters/issues or any alternatives raised by the employees or the CPSU.
- 6.3 Where appropriate, the TAC will provide training for employees affected by a restructure of the workplace, the introduction of new technology or a substantial change in existing work practices, to assist them to integrate successfully into the new structure or adapt to changes in work practices.
- 6.4 Employees or the CPSU may submit alternative proposals to the TAC in writing and the TAC will discuss and consider these proposals fully. Such proposals must be submitted within 21 days of being notified of the proposed change so as not to lead to an unreasonable delay in the introduction of any proposed change. The TAC will provide a response to the alternative proposals within 21 days of their receipt.
- 6.5 If either party has genuine and reasonable grounds for needing additional days under this clause they will seek the consent of the other party for an extension. If consent is not provided, the

party seeking the extension may apply to the FWC directly under clause 44.8 without following the prior steps under clause 44 - Dispute Settling Procedures.

6.6 Consultation about changes to rosters or hours of work

- (a) Where the TAC proposes to change the regular roster or ordinary hours of work of employees, the TAC will consult with the affected employees about the proposed change.
- (b) The TAC will:
 - (i) commence the consultation as early as practicable;
 - (ii) provide to affected employees all relevant information about the proposed change;
 - (iii) invite the affected employees to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iv) give prompt consideration to any views about the impact of the proposed change that are given by the employee or employees concerned.

6.7 Affected employees may appoint a representative for the purposes of the procedures in this clause.

7. Right of Representation

7.1 An employee (whether individually or collectively) in any dealings with the TAC is entitled to be represented by a nominated employee representative, which may include a CPSU representative, in relation to any matter arising from, or in connection with, this Agreement.

7.2 For the purposes of communication on matters relating to this Agreement, a nominated employee representative may, on request to the TAC, utilise the TAC's kitchen notice boards, including the use of electronic email facilities and have access to meeting room facilities (if available) upon request.

7.3 A nominated employee representative will be provided with reasonable time off from normal duties for such periods of time as is necessary to enable them to carry out representative functions pertaining to employment matters arising from this Agreement, subject to operational requirements. These functions may include attendance at CPSU branch council meetings, representation of employees, participation in bargaining and other consultation processes or any other representative function agreed to by the TAC.

7.4 Induction

On request, a representative of the CPSU may attend an induction session for new employees, at a time convenient to the TAC, to explain their role and functions in consultative and dispute resolution processes provided for under this Agreement.

7.5 Consultation forum

The TAC and CPSU will hold a consultation forum on a quarterly basis. The consultation forum will consider proposed business changes likely to have a significant impact upon employees.

8. CPSU Official Right of Entry

For the purpose of investigating a suspected contravention of this agreement, a permit holder of the CPSU will be allowed access to the TAC's premises to meet with the employee(s) whose industrial interests the CPSU is entitled to represent, and who perform work on the premises. The meeting must occur only during normal work hours, on the provision that any such meeting or access does not disrupt the work of the business.

9. Recognition of Prior Service

- 9.1 The TAC will recognise prior public sector service for the purposes of long service leave and parental leave in accordance with clauses 33.8 and 38.2(g).
- 9.2 The TAC will not recognise prior public sector service for the purpose of any other leave or service accrual.
- 9.3 Where a reciprocal arrangement entered into with WorkSafe Victoria exists, the TAC will recognise the prior service of employees engaged by the TAC from the WorkSafe Victoria for the purposes of long service leave, parental leave and personal/carers leave accruals.

10. Performance and Development

- 10.1 An organisation-wide approach to performance coaching and staff development is integral to achieving the TAC's strategy and business plan.
- 10.2 The Performance and Development framework is used to establish and communicate team and individual workplan objectives and accountabilities, facilitate feedback and discussion of progress, support staff in their work challenges and enable staff in developing the skills and capabilities needed to facilitate their growth and performance.
- 10.3 The Performance and Development framework will be reviewed and enhanced through the life of this Agreement in consultation with employees and the CPSU.

10.4 Legal Officers

In recognition of the legal services provided in house at the TAC, the TAC will continue its commitment to develop and maintain career paths of employees and the maintenance of mandatory legal qualifications, continuing legal education (including specialist accreditation where applicable), and practising certificates required to undertake legal practice for the TAC.

11. Secure Employment

- (a) The TAC will give preference to ongoing forms of employment over casual and fixed term arrangements wherever possible.
- (b) Where the CPSU or affected employees identify fixed term or casual employment that is considered not to meet the criteria established in clauses 13.3(c) and 13.4(a), the CPSU or affected employees will refer the matter to the TAC. If the parties cannot resolve the matter, it will be dealt with under clause 44 - Dispute Settling Procedures.

12. Probationary Period

- (a) A new employee will be employed on a probationary basis for a period of 3 months. During the probationary period, the TAC will monitor the performance and behaviours of the new employee to determine their ability to meet the job requirements.
- (b) If at the end of the 3 month probationary period the employee has satisfied performance and behaviours expected of the role then the appointment will be confirmed. If the performance and behaviours are not satisfactory, the TAC may seek to terminate employment or may extend the probationary period by a further 3 months.

13. Employment Categories

- 13.1 An employee may be employed as a:
- (a) permanent employee;
- (b) fixed-term employee; or
- (c) casual employee.

13.2 Permanent employee

A permanent employee is employed on an ongoing basis for either full-time or part-time hours.

13.3 Fixed-term employee

- (a) A fixed-term employee is an employee engaged to work for a specified period of time, or on a specified task. A fixed-term employee is employed for either full-time or part-time hours.
- (b) Except for specific clauses in this Agreement, such as redeployment, a fixed-term employee is eligible for all of the provisions of this Agreement. A fixed-term employee will accrue personal leave and annual leave on a pro-rata basis.
- (c) The TAC will not use fixed term contract positions for the purpose of undermining the job security or conditions of full time ongoing employees. In accordance with this principle, the use of fixed term employment in all areas covered by this Agreement is limited to:
 - (i) replacement of employees proceeding on approved leave;
 - (ii) meeting fluctuating client and employment needs and unexpected increased workloads;
 - (iii) undertaking a specified task which is funded for a specified period;
 - (iv) filling a vacancy resulting from an employee undertaking a temporary assignment or secondment;
 - (v) temporarily filling a vacancy where, following an appropriate selection process, a suitable ongoing employee is not available; or
 - (vi) filling a vacant role while a review of the area is undertaken, provided that such appointment does not exceed a period of twelve months.

13.4 Casual employee

- (a) A casual employee is an employee engaged for the purpose of ad-hoc or irregular work (on an ad-hoc short term intermittent basis only).
- (b) A casual employee will be paid a loading of 25 per cent in addition to the hourly base salary that would be paid to a permanent employee performing a similar range of duties. The loading is in lieu of all paid leave (other than long service leave), public holidays not worked and to compensate for the nature of casual work.
- (c) A casual employee will be provided with a minimum payment of 4 hours if required for duty.
- (d) Except for specific clauses in this Agreement, a casual employee is eligible for all of the provisions of this Agreement.
- (e) The following clauses do not apply to casual employees: Salary Packaging, Corporate Incentive Plan, Purchased Leave, Deferred Salary, Annual Leave, Permanent Care Leave, Leave Without Pay, Study Leave, Community Leave, Probationary Period, Redeployment, Public Holidays, Time Off for Work Outside Inherent Requirements.

13.5 Full-time hours

A full-time employee is an employee who is engaged as such and works an average 76 hours per fortnight (excluding overtime and meal breaks).

13.6 Part-time hours

- (a) A part-time employee is an employee who is engaged as such and works an average of less than 76 hours per fortnight.
- (b) A part-time employee is eligible for all of the provisions of this Agreement that apply to full-time employees, but on a pro-rata basis in accordance with the number of hours that they are engaged to work.

14. Hours of Work

14.1 Any discussions on working hours will be based on the commercial and operational needs of the TAC, and the employee's family and social responsibilities, and their work obligations.

14.2 Ordinary hours for job groups 1 – 4

- (a) Ordinary full-time hours will be an average of 76 hours per fortnight (exclusive of meal breaks), worked between 7am and 7pm, Monday to Friday.
- (b) An employee's ordinary hours of work will include an average of at least 2 consecutive days absence from work each week.
- (c) No more than 11 hours can be counted as ordinary per day.
- (d) All arrangements for ordinary hours will include a requirement for a minimum 30 minute meal break after 5 hours.

14.3 Flexi-time arrangements for job groups 1 – 4

- (a) Flexi-time arrangements apply to positions compensated at job groups 1 – 4.
- (b) Flexi-time must be worked between the standards hours of 7am and 7pm Monday to Friday.
- (c) For the purposes of calculating flexi-time, an employee cannot record more than a maximum total of 9 hours and 30 minutes in any one working day.
- (d) If the work commitments of a position mean that flexi-time arrangements are not appropriate in the circumstances then the immediate supervisor/manager will consult with the relevant employee/s. In this event the immediate supervisor/manager and employee/s will discuss the working hours arrangements required and will agree on one of the following arrangements which best suit the business needs of the area/department/division:
 - (i) 19 days in a 4 week period; or
 - (ii) 9 day fortnight; or
 - (iii) standard TAC working hours are 7 hours and 36 minutes per day; or
 - (iv) a variation to the standard working arrangement in that an employee may start or finish earlier or later than the standard working hours (must be within the span of hours listed in clause 14.2(a)); or
 - (v) a variation in that work may be performed over a reduced number of attendances during a working week although the ordinary hours shall average 38 hours a week (overtime will not be payable in this event).
- (e) Where possible, employees will be required to take responsibility with management for working together with other team members to ensure an adequate level of resources are available to meet business requirements. In circumstances where staffing levels reach a critical level due to unplanned and planned leave in a work unit, management, in consultation with employees, will have the discretion to direct an employee to reschedule planned flexi-leave. However, if flexi-leave is to be rescheduled, management must make all attempts to reschedule the planned flexi-leave as soon as is practicable to the employee.

14.4 Ordinary hours for job groups 5 and 6

- (a) Ordinary full-time hours for employees in job groups 5 and 6 will be an average of 76 hours per fortnight (exclusive of meal breaks), worked between 7am and 7pm Monday to Friday, and such reasonable additional hours as may be required.
- (b) Employees in job groups 5 and 6 are not eligible for the payment of overtime in accordance with clause 15.

14.5 Business Resumption Provision

In the event of a disaster recovery/business resumption event, the TAC can require its employees to work extended hours including shifts during this interim period to enable effective business resumption. These arrangements will be undertaken in consultation with employees who will be remunerated in accordance with the overtime provisions or shift allowances where applicable.

15. Overtime

15.1 The TAC may require an employee to work reasonable amounts of overtime, which will be subject to the following conditions:

- (a) Overtime is hours worked outside of ordinary hours and are additional to an employee's ordinary hours of work;
- (b) Overtime may only be worked with prior authorisation from the TAC;
- (c) A minimum of 3 hours overtime will be paid in circumstances where overtime is not continuous with an employee's ordinary hours;
- (d) Where an employee (either full-time or part-time) is required to work overtime on weekends, overtime rates of pay will be applicable;
- (e) A part-time employee will not be eligible for an overtime payment unless the employee works in excess of 76 ordinary hours during any one fortnightly pay period or works overtime on a weekend;
- (f) Where an employee is requested to work overtime at short notice, due consideration should be given to the employee's family responsibilities and commitments.

15.2 Time off in Lieu

An employee may elect to take time off in lieu of payment for overtime worked on the following basis:

- (a) for overtime worked on a Monday to Friday - on an hour for hour basis;
- (b) for overtime worked on a weekend or public holiday - two hours of time in lieu per hour worked.

15.3 Payment of Overtime

Where an employee is eligible for the payment of overtime, the following rates will apply:

Overtime worked	Overtime rate (% of ordinary hourly rate)
Monday to Saturday – first three hours	150%
Monday to Saturday – after three hours	200%
Sunday - in all cases except public holidays	200%
Public holiday or substituted day	250%

15.4 Overtime Meal Allowance

An overtime meal allowance will be paid after the first 2 hours overtime and after each subsequent 4 hours. The allowance will be determined by reference to the reasonable overtime meal allowance expense published by the Australian Taxation Office.

15.5 Breaks

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- (a) A meal break of at least 20 minutes must be taken between ordinary hours worked and any overtime performed, except with the agreement of the TAC and the employee.
- (b) Wherever practicable, employees should have at least a 10 hour break between work on successive days. The employee will suffer no loss of pay if the 10 hour break is taken during their normal ordinary hours of attendance
- (c) If, at the request of the TAC, an employee resumes work without having a full 10 hour break, the employee will be paid at time and one half of the employee's hourly rate until such time the employee is provided with a 10 hour break.

15.6 Overnight stays

Where an employee is required to travel intrastate or interstate and, as a result, is away overnight, time off to a maximum of 3 hours of travel time may be negotiated on an hour for hour basis. This agreed time should be taken within 14 calendar days either side of its accrual unless the TAC's business needs require otherwise.

15.7 Childcare

Where an employee is required by the TAC to work outside their ordinary hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the TAC, the employee will be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure incurred by the employee must be provided to the TAC as soon as possible after the working of such overtime.

15.8 Time off for work outside inherent requirements

- (a) As the TAC is required to provide ongoing care and support services to its clients, there is a requirement for some roles in the organisation to work outside normal working hours to meet the requirements of the business.
- (b) When an employee is requested to undertake work at times and locations considered to be outside the inherent requirements of the role, an arrangement will be agreed with the employee prior to the event and time off may be provided on an hour for hour basis. This agreed time should be taken within 14 calendar days either side of its accrual.

16. Public Holidays

16.1 An employee (other than a casual employee) is entitled, without deduction of pay, to the holidays observed in respect of:

New Year's Day; Good Friday; Easter Saturday; Easter Monday; Christmas Day; Boxing Day; Australia Day; Anzac Day; Queen's Birthday; Labour Day; and Melbourne Cup Day. The TAC also agrees to observe any other public holiday as gazetted by the Victorian Government, or for employees wholly engaged outside of Victoria, by the relevant state government.

- (a) When Christmas Day falls on a Saturday or a Sunday, a holiday in lieu shall be observed on 27 December.
- (b) When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.
- (c) When New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday.
- (d) When Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.

16.2 Substitution

- (a) Where, in accordance with the *Public Holidays Act 1993*, another day is declared to replace Melbourne Cup Day, that day will be observed as a public holiday in the place which is an employee's usual workplace.

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- (b) Where Geelong Cup Day or Bendigo Cup Day is a declared holiday that day will be observed as a public holiday for employees whose usual workplace is Geelong or Bendigo.
- (c) Employees required to work on a declared public holiday must, subject to clause 16.2(d), be paid overtime at the rate of double time and a half. If a time in lieu option is requested by the employee only, then that will be at public holiday time in lieu basis, that is two days to one per public holiday without exception. No employee can be coerced or compelled to accept time in lieu instead of payment of public holiday rates.
- (d) By agreement with the TAC, an employee may substitute the declared local public holiday for Melbourne Cup Day public holiday only. When substitution occurs there will be no entitlement to penalty rates for working on the declared public holiday.

16.3 Holidays during leave

Where a public holiday occurs during any period of paid leave granted to an employee, the public holiday is not to be regarded as part of the paid leave.

17. Individual Flexibility Arrangement

- 17.1 An employee and the TAC may agree to enter into an Individual Flexibility Arrangement (IFA) to vary the effect of one or more of the following terms:
- (a) hours of work;
 - (b) overtime;
 - (c) public holidays;
 - (d) remote work option;
 - (e) penalty rates;
 - (f) allowances.
- 17.2 The IFA must meet the genuine needs of both the TAC and employee in relation to one or more of the matters mentioned in clause 17.1 and must be genuinely agreed to by the TAC and the employee.
- 17.3 The TAC will ensure that the terms of the IFA:
- (a) are about permitted matters under section 172 of the FW Act; and
 - (b) are not unlawful terms under section 194 of the FW Act; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 17.4 The TAC will ensure that the IFA:
- (a) is in writing;
 - (b) includes the name of the TAC and employee;
 - (c) is signed by the TAC and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

18. Flexible Working Arrangements

- 18.1 An employee may request a change in working arrangements that may include but are not limited to changes in hours of work, changes in patterns of work and changes in location of work, in any of the following circumstances:
- (a) the employee is a parent, or has responsibility for the care of a child, who is of school age or younger;
 - (b) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (c) the employee has a disability;
 - (d) the employee is 55 or older;
 - (e) the employee is experiencing violence from a member of the employee's family;
 - (f) the employee provides care or support to a member of the employee's immediately family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.
- 18.2 To avoid doubt, and without limiting clause 18.1, an employee who:
- (a) is a parent, or has responsibility for the care, of a child; and
 - (b) is returning to work after taking leave in relation to the birth or adoption of a child;
- may request to work part-time to assist the employee to care for the child.
- 18.3 The employee is not entitled to make the request unless:
- (a) for an employee other than a casual employee - the employee has completed at least 12 months of continuous service with the TAC immediately before making the request; or
 - (b) for a casual employee - the employee:
 - (i) is a long term casual employee of the TAC immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by the TAC on a regular and systematic basis.
- 18.4 The request must be in writing and set out details of the change sought and of the reasons for the change.
- 18.5 The TAC must give the employee a written response to the request within 21 days, stating whether the TAC grants or refuses the request. The TAC may refuse the request on reasonable business grounds.

19. Salary

19.1 Classification structure

- (a) All employees will be classified in accordance with the TAC job group structure.
- (b) The TAC job group structure is based on a job evaluation methodology. Indicative descriptors for each job group are set out at Schedule A to this Agreement.

19.2 Salary structure

- (a) All employees within the TAC job group structure will be remunerated on the basis of base salary plus statutory superannuation.
- (b) An employee's ordinary fortnightly salary will be calculated by dividing the employee's annual base salary by 26.
- (c) The minimum and maximum base salaries for each of job groups 1 to 6 are set out at Schedule B to this Agreement. The maximum job group salaries do not preclude the TAC from making additional salary payments to employees at its discretion.

19.3 Salary increases

Employees will receive an increase to their base salary over the life of this Agreement as follows:

Date of effect <i>First pay period commencing on or after:</i>	Percentage Increase
1 July 2017	3.25 %
1 July 2018	3.25 %
1 July 2019	3.25 %
1 July 2020	3.25 %

20. Superannuation

The TAC will comply with the Commonwealth superannuation legislation.

21. Market Review

- 21.1 The TAC agrees to, where possible, complete its market rate review of all job groups covered by the Agreement prior to the nominal expiry date of this Agreement.
- 21.2 In undertaking the market review of job groups covered by the Agreement the TAC will inform employees and the CPSU when the reviews are occurring and relevant information as to the review process.

22. Review of Classification Structure

- 22.1 The TAC will, during the life of this Agreement, review the existing classification structure applicable to job groups 1 to 6 employees. The aim of the review will be to develop and implement a new or modified classification structure that supports the needs of the business, while providing a career path for employees.
- 22.2 In undertaking the review and development of a new or modified classification structure, the TAC will consult with affected employees and their representatives.
- 22.3 No employee shall suffer any loss of salary as a consequence of the implementation of any new or modified classification structure. No employee shall forfeit the general increases provided for in this Agreement.
- 22.4 Implementation of any new or modified classification structure is subject to Victorian Government approval.

23. Higher Duties Allowance

- 23.1 An employee will be eligible for payment of a higher duties allowance while acting in a higher job group position for a period exceeding 14 calendar days. Where the employee performs the full range of responsibilities of the higher position, a higher duties allowance will be paid calculated as the difference between the employee's salary in their substantive position and the minimum applicable rate for the higher duties position.
- 23.2 Where an employee does not perform the full range of responsibilities of the higher duties position, the higher duties allowance will be calculated on a pro-rata basis, being a percentage of the higher duties allowance otherwise payable under this clause, commensurate with the percentage of higher duties performed.
- 23.3 Higher duties allowance will continue to be paid during:

- (a) periods of authorised leave not exceeding 5 consecutive working days, where the higher duties assignment begins prior to the commencement of leave and ceases after return from such leave;
- (b) periods of long service or annual leave exceeding one week if the employee is assigned higher duties for at least 6 months, provided the allowance will not be paid for any portion of leave that extends beyond the period of the higher duties assignment.

24. Corporate Incentive Plan

- 24.1 Each financial year the Board of the TAC (the Board) will set corporate targets. Payment of any corporate incentive will depend on satisfactory progress towards the corporate targets set by the Board.
- 24.2 The Board may modify, or set separate targets, where the general corporate targets set in clause 24.1 may compromise the professional independence of a group of employees. Where the new targets change the operation of the Corporate Incentive Plan (CIP), as outlined in this clause, the TAC will consult with affected employees and their representatives on the proposed changes in accordance with clause 6 - Consultation.
- 24.3 The Board may set a tailored and separate CIP and targets specific to all or some of the TAC/WorkSafe Victoria collaborations. In undertaking the development of the tailored system, the TAC will consult with affected employees and their representatives on the proposed changes in accordance with the clause 6 - Consultation.
- 24.4 The Board may redefine corporate targets in subsequent years of this Agreement. Information will be provided to employees and their representatives as soon as practicable after the targets are set by the Board.
- 24.5 Targets set by the Board will be:
 - (a) Specific
 - (b) Measurable
 - (c) Verifiable
 - (d) Reasonable
 - (e) Within the TAC's competence and control to achieve.
- 24.6 The Board will review the performance of the TAC at the end of each financial year and, if the TAC has achieved the corporate targets set by the Board, a corporate lump sum payment of up to 5% of ordinary earnings will be available to eligible employees.
- 24.7 Employees may be eligible to receive an additional CIP (extra bonus). To be eligible for the extra bonus, the TAC must achieve the stretch targets as set by the Board.
- 24.8 Employees are not eligible to receive a CIP for that year if they:
 - (a) commence employment with the TAC on or after 1 April in that year;
 - (b) resign or have their employment terminated by the TAC prior to 30 June for that year.
- 24.9 Any corporate incentive payments determined by the Board will be paid no later than a month after Board approval each year.
- 24.10 For the purpose of this clause, ordinary earnings means an employee's base salary and any higher duties allowance paid during the relevant financial year.

25. Accident Make Up Pay

- 25.1 An employee who is absent from duty by reason of an illness or injury in respect of which the employee is entitled to weekly payments under the *Workplace Injury, Rehabilitation and Compensation Act 2013* shall be entitled to Make Up Pay for the duration of such absence or a

period or periods of absence of 52 calendar weeks or an aggregate of 261 working days, for that injury or illness.

- 25.2 “Make Up Pay” means the difference between the weekly payments to which the employee is entitled under the Act and the employee’s ordinary time earnings for the relevant period.

26. Salary Packaging

An employee may enter into a salary packaging arrangement with the TAC, in accordance with TAC policies and procedures, applicable legislation and any rulings and determinations of the Australian Taxation Office that apply to salary sacrifice arrangements.

27. Expenses

- 27.1 The TAC will reimburse reasonable, additional expenses actually incurred while an employee is away from their usual place of employment. Reimbursement will be on the basis of receipts provided.
- 27.2 Upon request, the TAC will provide an employee with a cash advance to cover such expenses, subject to the employee obtaining receipts for all expenses incurred.
- 27.3 An employee who is required by the TAC to use their own motor vehicle in the course of their duties shall be reimbursed at the rates published by the Australian Taxation Office.

28. Costs of Employment Related Legal Proceedings

- 28.1 If an employee is required to attend or participate in a proceeding, hearing, examination, inquiry or investigative process on matters which arise from the performance of the employee’s duties, the TAC will meet the employee’s reasonable legal costs relating to the employee’s appearance and legal representation in the matter. This includes, but is not limited to, a matter before a Royal Commission, Independent Broad-based Anti-Corruption Commission, Ombudsman’s or a Coroner’s inquest.
- 28.2 Where legal proceedings are initiated by a third party against an employee as a direct consequence of the employee legitimately and properly performing their duties, the TAC will not unreasonably withhold agreement to meet the employee’s reasonable legal costs relating to the defence of such proceedings. However, if a Court or Tribunal concludes that the employee had not legitimately and properly performed their duties, the employee may be required by the TAC to reimburse the TAC for such costs.
- 28.3 Where, as a direct consequence of the employee legitimately and properly performing their duties, both the employee and the TAC reasonably consider it is necessary to obtain an intervention order or similar remedy against a person, the TAC will not unreasonably withhold agreement to meet the employee’s reasonable legal costs in obtaining the order.

29. First Aid Allowance

- 29.1 An employee who, in addition to their normal duties, agrees to be appointed by the TAC to perform Level 3 first aid duties will receive a first aid allowance, payable fortnightly in accordance with the following table:

Date of effect	Annual	Fortnightly
1 July 2017	\$584.15	\$22.45
1 July 2018	\$603.15	\$23.20
1 July 2019	\$622.75	\$23.95
1 July 2020	\$643.00	\$24.75

- 29.2 To qualify, the employee must be the holder of a current Certificate 3 in First Aid issued by St. John's Ambulance Australia or an equivalent qualification.
- 29.3 The TAC will reimburse any additional costs incurred by the employee in maintaining the Level 3 first aid qualification.

30. Annual Leave

30.1 Entitlement to annual leave

- (a) An employee will be entitled to 152 hours (20 days x 7.6 hours) paid annual leave for every full year of service. Leave will be calculated on a pro-rata basis for part-time employees.
- (b) Annual leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- (c) A loading at the rate of 17.5% of the employee's base salary for the period of leave will be paid. The maximum loading payable to an employee will not exceed the loading that would be payable on the maximum salary for Job Group 4.

30.2 Taking annual leave

- (a) Employees are expected to take their annual leave within 12 months of the leave accruing.
- (b) Annual leave may be taken at times nominated by the employee, provided that they are convenient to the needs of the TAC, and approved in advance.
- (c) The TAC will provide the employee with an appropriate response, taking into account the wishes of the employee, within 5 working days from receipt of an application for leave.
- (d) The TAC may direct an employee to take annual leave, by giving not less than 4 weeks' notice. However, a management plan for the taking of annual leave by the employee will be considered as a first option in the management of leave.

30.3 Excessive Annual Leave Accruals

- (a) An annual leave management plan will be developed when an employee's annual leave entitlement is in excess of 30 days.
- (b) If the employee fails to agree to an annual leave management plan, or fails to go on leave after a plan has been agreed, the TAC will direct the employee to take leave and the employee will be placed on leave for the agreed dates as set out in the leave plan.

30.4 Service

For the purpose of calculating the accrual of annual leave, service will include:

- (a) all paid leave;
- (b) any period where accident make up pay is paid; and
- (c) authorised sick leave without pay, not exceeding 3 months in duration.

30.5 Cashing out of Annual Leave

The TAC and an employee may agree to the employee cashing out a particular amount of the employee's accrued annual leave, provided that the following requirements are met:

- (a) the request to cash out annual leave is for at least 5 days;
- (b) the employee's remaining accrued entitlement to paid annual leave is no less than 20 days;
- (c) the employee may only cash out annual leave on one occasion during the term of this Agreement;
- (d) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone; and
- (e) the agreement to cash out annual leave must be recorded in writing.

31. Purchased Leave

- 31.1 The purchased leave scheme is a voluntary scheme that is intended to provide flexibility in employment for employees with family responsibilities and for employees who wish to extend their leave options for personal reasons.
- 31.2 The purchased leave scheme is available to all employees, except casual employees and fixed-term employees on appointments of less than 12 months.
- 31.3 An employee who may have an accrued annual leave balance of over 30 days at any time during the purchased leave year will not be eligible to enter into the purchased leave scheme.
- 31.4 Approval of applications for purchased leave will be balanced against the operational requirements of the Division. The TAC reserves the right to decline any application, but will not unreasonably withhold agreement to an application under this clause.
- 31.5 Employees working in accordance with this arrangement will proportionately reduce their annual salary across the 52 week period and will have access to an additional proportionate period of leave per annum, accrued over the same period.
- 31.6 All purchased leave and the 4 weeks paid annual leave entitlement must be taken during the 12 month period for which approval to participate in the scheme has been given.
- 31.7 Where the TAC has approved an employee's participation in the scheme:
- (a) The employee will receive a salary equal to the period worked (e.g. 48 weeks) which will be spread over a 52 week period; and
 - (b) The employee will receive additional purchased leave as follows:

Proportion of annual salary	Number of additional weeks of purchased leave	Total amount of leave (purchased and annual leave)
51/52 weeks	Additional 1 weeks leave	5 weeks in total
50/52 weeks	Additional 2 weeks leave	6 weeks in total
49/52 weeks	Additional 3 weeks leave	7 weeks in total
48/52 weeks	Additional 4 weeks leave	8 weeks in total
47/52 weeks	Additional 5 weeks leave	9 weeks in total
46/52 weeks	Additional 6 weeks leave	10 weeks in total
45/52 weeks	Additional 7 weeks leave	11 weeks in total
44/52 weeks	Additional 8 weeks leave	12 weeks in total

- 31.8 For the avoidance of doubt, the operation of this clause shall have the following consequences:
- (a) employees can elect to purchase 1, 2, 3, 4, 5, 6, 7 or 8 weeks of additional leave;
 - (b) the number of paid weeks remaining for the year shall be spread over 52 weeks;
 - (c) continuity of service is unaffected by the purchased leave;
 - (d) leave loading does not apply to purchased leave; and
 - (e) long service leave continues to accrue for the period of purchased leave.

32. Deferred Salary Scheme

- 32.1 With the written agreement of the TAC, an employee may receive, over a four-year period, 80% of the salary they would otherwise be entitled to receive in accordance with the Agreement.

- 32.2 On completion of the fourth year, the employee will be entitled to 12 months leave and will receive an amount equal to 80% of the employee's salary that they would otherwise be entitled to receive, in accordance with the Agreement, as at the last day of the fourth year of deferment.
- 32.3 Where an employee completes four years of service under this deferred salary scheme and is thereby not required to attend duty in the fifth year, the period of leave shall count as service for all purposes.
- 32.4 An employee may withdraw from this scheme prior to completing a four-year period by giving the TAC no less than 4 weeks written notice. The employee will receive a lump sum payment of salary forgone to that time.
- 32.5 An employee who accesses this scheme and by agreement with the TAC changes their hours of work during the first four years of the scheme will have their salary for the fifth year of the scheme based upon their average hours of work over the previous four years of the scheme.

33. Long Service Leave

33.1 Basic entitlement

Employees will be entitled to 13 weeks long service leave after 10 years continuous service with the TAC. Upon completion of each additional 5 years' service, such an employee will accrue a further 6.5 weeks long service leave.

33.2 Pro-rata access

An employee may access their long service leave entitlement, on a pro-rata basis, after an initial 7 years of continuous service.

33.3 Period of leave

Employees may apply to take long service leave for double the period of leave at 50% of their normal salary arrangements.

33.4 Taking leave

The TAC and an employee may agree to postpone the taking of long service leave by the employee. A dispute regarding the taking of long service leave will be dealt with in accordance with the disputes settling procedures set out in clause 44 of this Agreement.

33.5 Termination of employment

- (a) An employee whose service is terminated for any reason will be paid accrued long service leave, provided they have an entitlement to such leave.
- (b) An employee who has completed at least 4 years of continuous service will be paid a pro-rata amount in respect of long service leave if their employment is terminated because of ill health or retrenchment. If the employment of an employee is terminated for any other reason no pro-rata payment will be made. If an employee dies after the completion of four years continuous service, the pro-rata payment will be made to their estate.

33.6 Payment

- (a) Long service leave will be paid at an employee's base salary.
- (b) A part-time employee will be paid based upon an average of the hours worked over the preceding 12 months, or 5 years, whichever is greater.

33.7 Service

- (a) For the purpose of long service leave accrual, an employee's service will include all periods of paid leave and, unless otherwise provided for in this Agreement, does not include any periods of leave without pay or other unpaid service.
- (b) Subject to management approval, an employee who resigns from employment with the TAC and is subsequently re-employed before 12 months has elapsed may have their previous employment with the TAC recognised for the purposes of long service leave.

33.8 Recognised Prior Service

- (a) For the purposes of long service leave, the TAC will recognise service of an employee with:
 - (i) a State, Commonwealth or Territory of Australia Government Department or Public Service authority;
 - (ii) a public entity under the *Public Administration Act 2004 (Vic)*; or
 - (iii) a local governing body that is established by or under a law of Victoria.
- (b) Notwithstanding the above, the TAC may recognise any service with a public sector authority or local governing body of the Commonwealth, a State other than Victoria or a Territory of Australia.
- (c) Prior service will only be recognised provided that breaks in such service do not exceed 12 months or in special circumstance up to five years.

34. Personal/Carer's Leave

34.1 Paid personal/carer's leave will be available to employees, other than casual employees, when they are absent from work because of:

- (a) personal illness or injury; or
- (b) personal illness or injury of an immediate family or household member who requires the employee's care or support; or
- (c) an unexpected emergency affecting an immediate family or household member; or
- (d) the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the employee provided that the care and attention is not wholly or substantially on a commercial basis.

34.2 Employees will be credited with paid personal/carer's leave on the following basis:

- (a) a credit of 15 days personal/carer's leave on commencement of employment with the TAC;
- (b) a further credit of 15 days personal/carer's leave on each anniversary of the commencement of employment;
- (c) credits for an employee that works part-time will be calculated on a pro-rata basis;
- (d) credits for an employee appointed for a fixed term period will be calculated on a pro rata basis according to the length of their service;
- (e) unused personal/carer's leave accumulates from year to year.

34.3 Notice and evidence requirements

- (a) An employee must inform their supervisor/manager by telephone, of the inability to attend for duty within one hour of their normal commencement time on the day of the absence, or as soon as reasonably practicable, providing the reason for the absence and the estimated duration of the absence.
- (b) In the case of illness, injury or to care for members of the employee's immediate family or household, an employee may take up to five days of accrued personal/carer's leave with pay, in each year of employment, without having to provide a medical certificate from a registered health practitioner or a statutory declaration. However, all further applications for personal/carers leave must be supported by a medical certificate or, if this is not reasonably practical, a statutory declaration.

34.4 Absence on public holidays

If the period during which an employee takes paid personal/carer's leave includes a day, or part-day, that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

34.5 Unpaid carer's leave

- (a) An employee who has exhausted their paid personal/carer's leave entitlements may take up to two days unpaid carer's leave for each occasion the employee is required to provide care or support in the circumstances outlined in clause 34.1(b), (c) or (d).
- (b) The employee is required to comply with the notice and evidence requirements set out in clause 34.3.
- (c) Unpaid carers leave does not count as service, except for parental leave.

34.6 Casual employees – caring responsibilities

- (a) Casual employees are entitled to be unavailable to attend work or to leave work:
 - (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) upon the death of an immediate family or household member.
- (b) The TAC and the employee will agree on the period for which the employee will be entitled to be unavailable to attend work. In the absence of agreement, the employee is entitled to be unavailable to attend work for up to 2 days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The employee must provide satisfactory evidence to support the taking of this leave.

34.7 Unpaid sick leave

If all paid personal/carer's leave credits are exhausted, an employee may take unpaid sick leave provided the employee complies with the notice and evidence requirements set out in clauses 34.3 above.

34.8 Special leave

After exhausting all leave entitlements, an employee with long term or chronic health conditions, or an employee who is caring for an immediate family member with long term or chronic health conditions, may apply to access special leave in accordance with clause 39.

35. Compassionate Leave

- 35.1 An employee, other than a casual employee, will be granted up to five days paid leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:
- (a) contracts or develops a personal illness that poses a serious threat to their life; or
 - (b) sustains a personal injury that poses a serious threat to their life; or
 - (c) dies; or
 - (d) on account of pressing necessity considered by the TAC to warrant such leave.
- 35.2 An employee may take unpaid compassionate leave by agreement with the TAC.
- 35.3 The TAC may require the employee to provide satisfactory evidence to support the taking of paid or unpaid compassionate leave.

36. Family Violence Leave

36.1 General Principle

- (a) The TAC recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the TAC is committed to providing support to staff 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.

36.2 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).

36.3 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.

36.4 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 or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b) All personal information concerning family violence will be kept confidential in line with the TAC'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) The TAC will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The TAC 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 nominated People & Culture contact. 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 clause 36.5 and clause 36.6.
- (g) The TAC will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

36.5 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 special 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 them to court, to hospital, or to care for children. The TAC may require evidence consistent with clause 36.4(a) from an employee seeking to utilise their personal/carer's leave entitlement.

36.6 Individual Support

- (a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the TAC will approve any reasonable request from an employee experiencing family violence for:

- (i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) temporary or ongoing job redesign or changes to duties;
 - (iii) temporary or ongoing relocation to suitable employment;
 - (iv) a change to their telephone number or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) Any changes to an employee's role should be reviewed at agreed periods. When an employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the employee's substantive position.
- (c) 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.
- (d) An employee that discloses that they are experiencing family violence will be given information regarding current support services.

37. Community Leave

37.1 Sporting Leave:

The TAC will support employees who are selected through an officially sanctioned state, national or internationally recognised selection process for a professional sporting code as a competitor or an official for a period of 2 weeks every two years.

37.2 Leave to Engage in Voluntary Community Activities:

- (a) An employee who is elected to a Municipal Council shall be granted leave with pay to fulfil their official functions during their term of office as follows:
- (i) Mayor or Shire President – up to 3 hours per week, or where special occasions arise, 6 hours per fortnight; or
 - (ii) Councillor – up to 3 hours per fortnight, or where special occasions arise, 6 hours per month.
- (b) An employee who is elected to a committee of management of a community organisation may, if the TAC agrees, be granted leave with pay to fulfil their official functions during their term of office as follows:
- (i) Chair or President – up to 3 hours per week, or where special occasions arise, 6 hours per fortnight; or
 - (ii) Committee member – up to 3 hours per fortnight, or where special occasions arise, 6 hours per month.

37.3 Blood Donation:

Leave may be granted to an employee without loss of pay to visit the Australian Red Cross Blood Bank as a donor once every 3 months (maximum of 3 hours per visit). Leave must be approved prior to the visit and confirmed with a certificate of attendance.

37.4 Jury Duty Leave:

- (a) An employee that is required to appear and serve as a juror under the *Juries Act 2000*, is entitled to leave with pay for the period during which their attendance at court is required, subject to the production of satisfactory evidence of such attendance.
- (b) Any compensation paid to the employee in accordance with the *Juries Act 2000* for serving as a juror during their ordinary hours of work must be repaid to the TAC, with reasonable

expenses actually incurred over and above those which the employee would normally incur being offset against this amount.

37.5 Wellbeing and Social Leave:

- (a) The TAC recognises that employees are sometimes affected by the same social issues that impact the wider community, and aspires to support employees if they face these types of situations in their personal life.
- (b) The TAC understands that people may be affected by different wellbeing and social issues, and the impact on each employee may be varied. Therefore there is no single social and community issue that should be given more importance over another.
- (c) The TAC recognises that the following issues are prominent in the community, however this list is non-exhaustive and there may other social and community issues that are relevant under this clause:
 - (i) Mental Illness;
 - (ii) Family and Domestic Violence;
 - (iii) Drug, Alcohol, and Gambling Addiction;
 - (iv) Serious and Chronic Illness and Injury.
- (d) The TAC will develop initiatives that help provide support to employees impacted by these issues.
- (e) In some cases the TAC, in its discretion, may give an employee access to clause 39 - Special Leave, if they are affected by these types of issues and their ability to attend work is impacted.

37.6 Ceremonial Leave

Ceremonial Leave may be granted with approval of the TAC, to an employee of Aboriginal or Torres Strait Islander descent, for ceremonial purposes that are connected to the death of the immediate family or extended family, or for other ceremonial obligations under Aboriginal or Torres Strait Islander Lore. Employees may be granted a maximum of 5 days paid leave in any 2 year period.

37.7 NAIDOC Leave

An employee of Aboriginal or Torres Strait Islander descent is entitled to one day of paid leave to participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities and events each year.

37.8 Leave to engage in emergency relief activities

An employee, other than a casual employee, who is a member of a voluntary emergency relief organisation including the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance may, subject to approval from the TAC be released from normal duty without loss of pay for attendance at a state emergency or a significant event or disaster.

37.9 Military Leave

- (a) Leave with pay may be granted for defence force service in accordance with the *Defence Reserve Service Protection Act 2001* (Cth).
- (b) An employee who is required to complete defence force service will consult with the TAC regarding the proposed timing of the service and will give the TAC as much notice as possible of the time when the service will take place.
- (c) Any payment made to the employee in respect of defence service during their ordinary hours of work must be repaid to the TAC, with reasonable expenses actually incurred over and above those which the employee would normally incur being offset against this amount.

- (d) Where an employee is injured or becomes ill while on defence force leave, the employee may utilise accrued sick leave after the paid period of military leave expires. Such sick leave may only be utilised as is necessary to top up the employee's earnings to the normal level during sick leave after allowance is made for any compensation that the employee receives from the Commonwealth.

38. Parental Leave

38.1 Application

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

- (a) the leave is associated with:
 - (i) the birth of a child of the employee or the employee's Spouse; or
 - (ii) the placement of a child with the employee for adoption; and
- (b) the employee has or will have a responsibility for the care of the child.

38.2 Definitions

For the purposes of this clause:

- (a) **Eligible Casual Employee** means a casual employee:
 - (i) employed by the TAC on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve months; and
 - (ii) who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the TAC on a regular and systematic basis.
- (b) **Continuous Service** is work for the TAC on a regular and systematic basis (including any period of authorised leave) and any period of Recognised Prior Service (as defined in clause 38.2(g)).
- (c) **Child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's Spouse;
 - (ii) in relation to adoption-related leave, a child (or children) who will be placed with an employee, and:
 - who is, or will be, under 16 as at the day of placement, or the expected day of placement;
 - has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
 - is not (otherwise than because of the adoption) a child of the employee or the employee's spouse.
- (d) **Primary Caregiver** means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
- (e) **Secondary Caregiver** means a person who has parental responsibility for the Child but is not the Primary Caregiver.
- (f) **Spouse** includes a de facto spouse, former spouse or former de facto spouse. The employee's de facto spouse means a person who lives with the employee as husband, wife

or same sex partner on a bona fide domestic basis, whether or not legally married to the employee.

(g) **Recognised Prior Service** means any service where the employee was employed:

- (i) in the Victorian Public Service;
- (ii) by a public entity under the *Public Administration Act 2004* (Vic);
- (iii) under Part 6 of the *Public Administration Act 2004* (Vic); or
- (iv) as a parliamentary officer or electorate officer under the *Parliamentary Administration Act 2005* (Vic);

immediately prior to the employee's employment with the TAC.

38.3 Summary of Parental Leave Entitlements

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

	Paid leave	Unpaid leave	Total
Primary Caregiver			
More than 12 months service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible casual employee	0	Up to 52 weeks	52 weeks
Secondary Caregiver			
More than 12 months service	2 weeks	Up to 50 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible casual employee	0	Up to 52 weeks	52 weeks
Pre-natal leave			
Pregnant employee	38 hours		
Spouse	15.2 hours		
Permanent Care Leave			
More than 12 months service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Grandparent Leave	0	Up to 52 weeks	52 weeks

38.4 Parental Leave – Primary Caregiver

- (a) An employee who has, or will have, completed at least twelve months paid Continuous Service and who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:
 - (i) 14 weeks paid parental leave; and
 - (ii) up to 38 weeks unpaid parental leave.
- (b) An employee who will be the Primary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption of their Child, is entitled to up to 52 weeks unpaid parental leave.

- (c) An Eligible Casual Employee who will be the Primary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.
- (d) Only one parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An employee cannot receive Primary Caregiver parental leave entitlements:
 - (i) if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child;
 - (ii) if their Spouse has received, or will receive, paid parental leave, primary caregiver entitlements, or a similar entitlement, from their employer; or
 - (iii) if the employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.
- (e) A period of parental leave taken in accordance with this clause must be for a single continuous period.

38.5 Parental Leave – Secondary Caregiver

- (a) An employee who has, or will have, completed at least twelve months paid Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:
 - (i) 2 weeks paid parental leave; and
 - (ii) up to 50 weeks unpaid parental leave.
- (b) An employee who will be the Secondary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption, is entitled to up to 52 weeks unpaid parental leave.
- (c) An Eligible Casual Employee who will be the Secondary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.
- (d) Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.
- (e) An employee cannot receive Secondary Caregiver parental leave entitlements where the employee has received Primary Caregiver parental leave entitlements in relation to their Child.

38.6 Pre-Natal Leave

- (a) A pregnant employee will have access to paid leave totalling up to 38 hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy. The TAC will provide flexibility to allow the employee the ability to leave work and return on the same day.
- (b) An employee who has a Spouse who is pregnant will have access to paid leave totalling up to 15.2 hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy.
- (c) The employee is required to provide a medical certificate from a registered medical practitioner confirming that the employee or their Spouse is pregnant. Each absence on pre-natal leave must also be covered by a medical certificate.
- (d) Paid pre-natal leave is not available to casual employees.

38.7 Pre-adoption leave

- (a) An employee seeking to adopt a Child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

- (b) The employee and the TAC should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave.
- (c) Where paid leave is available to the employee, the TAC may require the employee to take such leave instead.
- (d) The TAC may require the employee to provide satisfactory evidence supporting the leave.

38.8 Permanent Care Leave

If, pursuant to the *Children, Youth and Families Act 2005 (Vic)* or any successor to that legislation, an employee (other than a casual employee), is granted a permanent care order in relation to the custody or guardianship of a child and the employee is the Primary Caregiver for that child, the employee will be entitled to 14 weeks' paid leave at a time to be agreed with the TAC.

38.9 Grandparent Leave

An employee, who is or will be the Primary Caregiver of a grandchild, is entitled to a period of up to 52 weeks' continuous unpaid grandparent leave in respect of the birth or adoption of the grandchild of the employee.

38.10 Continuing to work while pregnant

- (a) The TAC may require a pregnant employee to provide a medical certificate stating that the employee is fit to work their normal duties where the employee:
 - (i) continues to work within a six week period immediately prior to the expected date of birth of the child; or
 - (ii) is on paid leave under clause 38.12(b).
- (b) The TAC may require the employee to start parental leave if the employee:
 - (i) does not give the TAC the requested certificate within seven days of the request; or
 - (ii) gives the TAC a medical certificate stating that the employee is unfit to work.

38.11 Personal/Carer's Leave

A pregnant employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with clause 34.

38.12 Transfer to a Safe Job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee will, if the TAC deems it practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of parental leave.
- (b) If the TAC does not think it to be reasonably practicable to transfer the employee to a safe job, the employee may take no safe job paid leave, or the TAC may require the employee to take no safe job paid leave immediately for a period which ends at the earliest of either:
 - (i) when the employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or
 - (ii) when the employee's pregnancy results in the birth of a living child or when the employee's pregnancy ends otherwise than with the birth of a living child.
- (c) The entitlement to no safe job leave is in addition to any other leave entitlement the employee has.

38.13 Special Parental Leave

Where the pregnancy of an employee not then on parental leave terminates other than by the birth of a living child, the employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

- (a) where the pregnancy terminates during the first 20 weeks, during the certified period/s the employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with clause 34;
- (b) where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under clause 38.3 and thereafter, to unpaid special maternity leave.

38.14 Notice and evidence requirements

- (a) An employee must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the employee must also provide a statutory declaration stating:
 - (i) that the employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;
 - (ii) the particulars of any parental leave taken or proposed to be taken or applied for by the employee's Spouse; and
 - (iii) that for the period of parental leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (b) At least four weeks before the intended commencement of parental leave, the employee must confirm in writing the intended start and end dates of the parental leave, or advise the TAC of any changes to the notice provided in clause 38.14(a), unless it is not practicable to do so.
- (c) The TAC may require the employee to provide evidence which would satisfy a reasonable person of:
 - (i) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
 - (ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (d) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

38.15 Commencement of parental leave

- (a) An employee who is pregnant may commence Primary Caregiver parental leave at any time within 14 weeks prior to the expected date of birth of the Child. The period of parental leave must commence no later than the date of birth of the Child.
- (b) In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.
- (c) Secondary caregiver parental leave may commence on the day of birth or placement of the Child.
- (d) The TAC and employee may agree to alternative arrangements regarding the commencement of parental leave.
- (e) Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

38.16 Single period of parental leave

Parental leave is to be available to only one parent at a time, in a single unbroken period, except in the case of concurrent leave.

38.17 Employee Couple – Concurrent Leave

- (a) Two employees covered by this Agreement may take up to eight weeks concurrent leave in connection with the birth or adoption of their Child.
- (b) Concurrent leave may commence one week prior to the expected date of birth of the Child or the time of placement in the case of adoption.
- (c) Concurrent leave can be taken in separate periods, but each block of concurrent leave must not be less than 2 weeks, unless the TAC otherwise agrees.

38.18 Parental Leave and Other Entitlements

- (a) An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 38.20(b).
- (b) Where a Public Holiday occurs during a period of paid parental leave, the Public Holiday is not to be regarded as part of the paid parental leave and the TAC will grant the employee a day off in lieu, to be taken by the employee immediately following the period of paid parental leave.
- (c) Unpaid parental leave under clauses 38.4, 38.5, 38.20 and 38.22 shall not break an employee's continuity of employment but it will not count as service for leave accrual or other purposes.

38.19 Keeping in touch days

- (a) During a period of parental leave the TAC and employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.
- (b) Keeping in touch days must be agreed and be in accordance with section 79A of the FW Act.

38.20 Extending parental leave

(a) Extending the initial period of parental leave

- (i) An employee, who is on an initial period of parental leave of less than 52 weeks under clause 38.4 or 38.5, may extend the period of their parental leave on one occasion up to the full 52 week entitlement.
- (ii) The employee must notify the TAC in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

(b) Right to request an extension to parental leave

- (i) An employee who is on parental leave under clause 38.4 or 38.5 may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.
- (ii) In the case of an employee who is a member of an employee couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the employee couple will have taken in relation to the Child.
- (iii) The employee's request must be in writing and given to the TAC at least 4 weeks before the end of the current parental leave period. The request must specify any parental leave that the employee's spouse will have taken.

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- (iv) The TAC shall consider the request having regard to the employee's circumstances and, provided the request is based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds.
- (v) The TAC must not refuse the request unless the TAC has given the employee a reasonable opportunity to discuss the request.
- (vi) The TAC must give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response must include the details of the reasons for any refusal.

(c) **Total period of parental leave**

- (i) The total period of parental leave, including any extensions, must not extend beyond 24 months.
- (ii) In the case of an Employee Couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond 24 months. The employee's entitlement to parental leave under clause 38.4 or 38.5 will reduce by the period of any extension taken by a member of the couple under clause 38.20.

38.21 Calculation of pay for the purposes of parental leave

- (a) For part-time and Eligible Casual Employees, the calculation of weekly pay for paid parental leave purposes will be based on the average number of ordinary weekly hours worked by the employee over the past three years. The calculation will exclude periods of unpaid leave.
- (b) Despite clause 38.21(a), an employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.
- (c) **Half Pay**

The employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the employee would otherwise be entitled.

38.22 Commonwealth Paid Parental Leave

Paid parental leave entitlements outlined in this clause are in addition to any payments which may be available under the Commonwealth Paid Parental Leave Scheme.

38.23 Returning to Work

(a) **Returning to work early**

- (i) During the period of parental leave an employee may return to work at any time as agreed between the TAC and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.
- (ii) In the case of adoption, where the placement of an eligible child with an employee does not proceed or continue, the employee will notify the TAC immediately and the TAC will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

(b) **Returning to work at conclusion of leave**

- (i) At least four weeks prior to the expiration of parental leave, the employee will notify the TAC of their return to work after a period of parental leave.
- (ii) Subject to clause 38.23(b)(iii), an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 38.12 above, the employee will be entitled to return to the position they held immediately before such transfer.
- (iii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be

entitled to a position as nearly comparable in status and pay to that of their former position.

(c) Returning to work at a reduced time fraction

- (i) To assist an employee in reconciling work and parental responsibilities, an employee may request to return to work at a reduced time-fraction until their Child reaches school age, after which the employee will resume their substantive time-fraction.
- (ii) Where an employee wishes to make a request under **38.23(c)(i)** such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

38.24 Consultation and Communication during Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the TAC shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the TAC about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the TAC of changes of address or other contact details which might affect the TAC's capacity to comply with clause 38.24(a).

38.25 Replacement Employees

- (a) A replacement employee is an employee specifically engaged or temporarily acting on higher duties or transferred, as a result of an employee proceeding on parental leave.
- (b) Before the TAC engages a replacement employee the TAC must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) The limitation in clause 13.3(c) on the use of fixed term employment to replace the employee does not apply in this case.

38.26 Casual Employees

The TAC must not fail to re-engage a casual employee because the employee has accessed parental leave in accordance with this clause. The rights of the TAC in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

39. Special Leave

At the discretion of the TAC, special leave may be granted in circumstances not already covered by any other leave provision.

40. Leave Without Pay

- 40.1 Subject to the TAC's business needs and circumstances of each particular application, an employee (other than a casual) may be granted leave without pay for a period of up to one year.
- 40.2 Leave without pay will not count as service, except where provided for in clause 30.4.

41. Study Leave

- 41.1 An employee (other than a casual) may be granted paid leave to enable travel to and attendance of up to 7 hours and 36 minutes of classroom activity per week to undertake studies that the TAC determines are relevant to the organisation's business needs. Such study leave applies to all forms of study leave (e.g. distance education/online).
- 41.2 An employee who is eligible for study leave may be granted up to 5 days per annum further paid study leave for preparation and attendance at examinations.
- 41.3 The TAC may, at its discretion, grant an employee up to 12 months study leave with or without pay.
- 41.4 An employee who was eligible for study leave may be granted up to one day paid leave at the conclusion of the studies in order to attend a graduation ceremony.
- 41.5 The TAC may revoke any study leave due to unsatisfactory progress or unsatisfactory work performance.

42. Training Leave

42.1 Workplace Training

- (a) In order to encourage cooperative workplace relations and facilitate the operation of this Agreement, an employee may request to attend training in workplace relations, union delegate training, dispute resolution or grievance management.
- (b) The TAC may approve up to 5 days paid leave per annum or up to 10 days paid leave within a 24 month period, for attendance at such training, provided that the granting of such leave will not unduly affect the TAC's operational requirements. The TAC will not unreasonably refuse the granting of such training leave.

42.2 Occupational Health and Safety Training

- (a) An employee, upon election as a health and safety representative, may be granted up to 5 days paid leave to undertake appropriate introductory training from a training organisation that is approved by the Victorian WorkCover Authority, so long as the granting of such leave does not unduly affect operational requirements.
- (b) An additional single day paid leave may be granted annually to undertake appropriate refresher training from a training organisation that is approved by the Victorian WorkCover Authority, so long as the granting of such leave does not unduly affect operational requirements.

43. Occupational Health and Safety

43.1 Workload

The TAC acknowledges its duty of care to ensure that the allocation of work to employees is consistent with the *Occupational Health and Safety Act 2010* and has regard to employees' health, safety and welfare. The TAC will continue to offer options of flexibility to enable employees to choose a balance between work and family life.

43.2 Bullying and violence at work

The parties to this Agreement are committed to reducing bullying and occupational assault so far as is practicable in the workplace.

43.3 Critical Incidents

The TAC will provide support and debriefing to employees who have experienced a critical incident during the course of their work that results in personal distress. The TAC is committed to assisting the recovery of employees experiencing normal distress following a critical incident with the aim of returning employees to their pre-incident level of functioning as soon as possible.

43.4 Designated Work Groups

- (a) Each elected health and safety representative will be provided with reasonable access to facilities such as email, telephone, desk and computer, where available. An employee will be granted reasonable time release or paid time (including time in lieu) to attend to their functions as a health and safety representative, including but not limited to regularly inspecting workplaces (as defined by their Designated Work Group (DWG)), consulting with employees in their DWGs, OH&S representatives and other persons involved in the organising of employees' health, safety and welfare.
- (b) Information about DWGs from the updated register(s) will be provided in electronic format to the CPSU on request. Requests may be made no more than quarterly.. The information provided will be in accordance with the *Privacy and Data Protection Act 2014* (Vic). Where possible, this information will include:
 - (i) a description, including the location, of each DWG within the TAC;
 - (ii) the name of each elected health and safety representative;
 - (iii) the date the health and safety representative was elected;
 - (iv) a description of the training the health and safety representative has attended and the date of attendance;
 - (v) the name and contact details of the nominated management representative responsible for each DWG;
 - (vi) details of the structure of OH&S committees, their meeting frequency and the name and contact details of the committee convener;
 - (vii) a list of vacancies for health and safety representatives in DWGs.

44. Dispute Settling Procedures

44.1 Resolution of disputes and grievances

- (a) Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or the National Employment Standards, other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute or grievance about whether the TAC had reasonable grounds to refuse a request for flexible working conditions, or an application to extend unpaid parental leave.
- (b) This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
- (c) The TAC or an employee covered by this Agreement may choose to be represented at any stage by a representative, including a union representative or employer organisation.
- (d) The TAC, the CPSU TAC Branch or an employee's nominated employee representative shall meet to discuss any grievances with a view to avoiding a formal dispute proceeding, in instances when disputes are raised by the CPSU or nominated employee representative, or when the TAC raises a dispute with the CPSU or nominated employee representative. This will occur prior to the dispute settling process being invoked. This applies to grievances that may arise from the application of the agreement or TAC policy issues.

44.2 Obligations

- (a) The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause, and must cooperate to ensure that these processes are carried out expeditiously.
- (b) While a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an employee who has a reasonable concern about an imminent risk to their health or safety, has advised the TAC of this concern and has not unreasonably failed to comply with a

direction by the TAC to perform other available work that is safe and appropriate for the employee to perform.

- (c) No person covered by the Agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

44.3 Agreement and Dispute Settlement Facilitation

- (a) For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen employee representative is another employee of the TAC, they must be released from normal duties for such periods of time as may be reasonably necessary to enable them to represent employees concerning matters pertaining to the employment relationship including, but not limited to:
 - (i) investigating the circumstances of a dispute or an alleged breach of this Agreement or the National Employment Standards;
 - (ii) endeavouring to resolve a dispute arising out of the operation of the Agreement or the National Employment Standards; or
 - (iii) participating in conciliation, arbitration or any other agreed alternative dispute settling process.
- (b) The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the TAC.

44.4 Discussion of grievance or dispute

- (a) The dispute or grievance must first be discussed by the aggrieved employee(s) with the immediate supervisor of the employee(s).
- (b) If the matter is not settled, the employee(s) can require that the matter be discussed with another representative of the TAC appointed for the purpose of this procedure

44.5 Internal process

- (a) If any party to the dispute or grievance who is covered by the agreement refers the dispute or grievance to an established internal dispute or grievance settling process, the matter must first be dealt with in accordance with that process, provided that the process is conducted in a timely manner and it is consistent with the following principles:
 - (i) the decision must be made on the balance of probabilities and not be inconsistent with the evidence;
 - (ii) provide for mediation or conciliation of the grievance;
 - (iii) provide that the TAC will take into consideration any views on who should conduct the review; and
 - (iv) be conducted as quickly, and with as little formality, as a proper consideration of the matter allows.
- (b) If the dispute or grievance is not settled through an internal dispute or grievance settling process, the matter can be dealt with in accordance with the processes set out below.
- (c) If the matter is not settled, either party may refer the matter to FWC.

44.6 Disputes of a collective character

- (a) The parties acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to the FWC.
- (b) No dispute of a collective character may be referred to the FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the FWC.

44.7 Conciliation

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- (a) Where a dispute or grievance is referred, a member of the FWC shall do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on terms for the settlement of the dispute or grievance.
- (b) This may include arranging:
 - (i) conferences of the parties to the dispute or their representatives presided over by the member; and
 - (ii) for the parties to the dispute or their representatives to confer among themselves at conferences at which the member is not present.
- (c) Conciliation before the FWC shall be regarded as completed when:
 - (i) the parties to the dispute have reached agreement on the settlement of the grievance or dispute; or
 - (ii) the member of the FWC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or
 - (iii) the parties to the dispute have informed the FWC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

44.8 **Arbitration**

- (a) If the dispute or grievance has not been settled when conciliation has been completed, either party may request that the FWC proceed to determine the dispute or grievance by arbitration.
- (b) Where a member of the FWC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- (c) Subject to clause 44.8(d) below, the determination of the FWC is binding upon the persons covered by this Agreement.
- (d) An appeal lies to a Full Bench of the FWC, with the leave of the Full Bench, against a determination of a single member of the FWC made pursuant to this clause.

44.9 **Conduct of matters before the FWC**

Subject to any agreement between the parties in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the FWC may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the FW Act.

45. **Management of Unsatisfactory Work Performance and/or Behaviour**

45.1 Subject to applicable Victorian or Federal legislation, any disciplinary action will be consistent with this clause. The TAC is not obliged to comply with this clause in respect of:

- (a) casual employees;
- (b) employees who are still subject to a probationary period of employment; or
- (c) an employee who engages in misconduct or serious misconduct.

45.2 **Principles**

- (a) The employee must be accorded procedural fairness at all stages of the disciplinary process.

- (b) Each stage of the process outlined below should be documented and, where practicable, should be undertaken in the presence of a witness. Copies of all documentation should be placed on the employee's personnel file.
- (c) At any point of the process the employee can request a support person of their choice or a nominated employee representative, which includes a Union representative, to attend any meeting.
- (d) The TAC will make all efforts to ensure employees understand their role, behaviour and performance expectations through regular communication with their manager prior to commencing any formal disciplinary action outlined in this clause.

45.3 Unsatisfactory Work Performance and / or Behaviour

Unsatisfactory work performance and/or behaviour could include poor attendance, inappropriate use of the TAC's systems and behaviour that is inconsistent with the TAC's vision and shared values or the Code of Conduct for Victorian Public Sector Employees.

45.4 Stage 1. Counselling session

- (a) A counselling session may be held with an employee that engages in unsatisfactory work performance and/or behaviour.
- (b) During the counselling session, the manager will state the performance and/or behavioural issues and the expected standard required of the employee.
- (c) Once the employee has had an opportunity to respond to the issues raised in the initial counselling session, the manager will set a period of time in which the employee shall be required to improve or place the employee on a Performance Improvement Plan for a period of not more than 3 months. The employee will be advised of any consequences of not meeting the required standard.

45.5 Stage 2. Formal written warning

- (a) If at the end of the review period, or Performance Improvement Plan period, the employee continues to engage in the unsatisfactory work performance and/or behaviour, or does not demonstrate sufficient improvement, a formal written warning will be given to the employee by the employee's manager. The written warning will outline:
 - (i) what is expected of the employee;
 - (ii) where and how the employee is not meeting the expected standard of work performance and / or behaviour; and
 - (iii) the consequences of failure to improve.
- (b) Written warnings for performance will be placed on the employee's personnel file for a period of up to 12 months. Written warnings for workplace behaviour will remain on the employee's personnel file.

45.6 Stage 3. Final written warning

If there is a repetition or continuance of the offending work performance and/or behaviour, a final written warning will be issued to the employee. This final warning will be also placed on the employee's personnel file and the employee will be informed that they may be dismissed if the unsatisfactory work performance and/or behaviour does not cease.

45.7 Termination

If the employee continues to engage in unsatisfactory work performance and/or behaviour then the employee's employment will be terminated under clause 47.2.

46. Misconduct

- 46.1 Prior to any action being taken as a result of misconduct (including serious or wilful misconduct), the employee will be advised of all allegations of misconduct and will be provided with the

opportunity to respond. Where requested by the employee, they may be assisted by a representative of their choice, which may include a representative of the Union.

46.2 The employee must be accorded procedural fairness at all stages of the misconduct process.

46.3 The TAC may commence a disciplinary process for misconduct at any stage depending on the circumstances of the employee's misconduct.

46.4 Disciplinary action

In the case of misconduct by an employee that does not justify dismissal, disciplinary action which may be taken, includes:

- (a) first and/or final warning;
- (b) reduction in job group;
- (c) reduction in base salary with the employee's agreement;
- (d) compulsory transfer or other action deemed appropriate having regard to the circumstance.

46.5 In the event of disciplinary action being imposed, written reasons for such action will be made available to the affected employee and their representative if requested.

46.6 A written warning for misconduct will remain on an employee's personnel file. The discipline outcome must be fair and reasonable in all the circumstances and not disproportionate to the seriousness of the matter.

46.7 Summary Dismissal

An employee whose actions are deemed by the TAC to be serious or wilful misconduct may be summarily dismissed (that is without notice or payment in lieu of notice).

47. Termination of Employment

47.1 Resignation by employee

(a) An employee may resign their employment by giving at least the following notice in writing:

Period of continuous service	Period of notice
12 months service or less	2 weeks
More than 12 months service	4 weeks

(b) Where an employee fails to give the appropriate period of notice, the TAC may withhold monies due to the employee, equivalent to their ordinary time rate of pay if they had worked during the period of notice not given.

(c) A casual employee may resign their employment by giving 1 days' notice or forfeiting 1 day's pay in lieu of notice.

47.2 Termination of employment by the TAC

(a) The TAC may terminate the employment of an employee by giving the following notice of termination in writing:

Period of continuous service	Period of notice
12 months service or less	2 weeks

More than 12 months service	4 weeks
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(b) The TAC will give 2 weeks' additional notice to employees aged over 45 years of age who have at least 2 years' service with the TAC.

(c) The TAC may provide pay in lieu for part or all of the notice period.

(d) Serious or wilful misconduct

The TAC may immediately terminate the employment of an employee for serious or wilful misconduct. In such cases, salary and other entitlements will be paid up to the time of termination only.

(e) Probationary employee

During an employee's probationary period of employment, the TAC may terminate their employment by giving 14 calendar days' notice (or pay in lieu of notice), or immediately, in the case of serious or wilful misconduct.

(f) Casual employee

The TAC may terminate the employment of a casual employee by giving 1 days' notice or without notice by payment of 1 days' pay.

48. Redeployment

48.1 An employee, other than a fixed-term or casual employee, is entitled to be considered for redeployment for 3 months.

48.2 Redundancy provisions of the Victorian Government's Public Sector Industrial Relations Policies apply, but do not form part of this Agreement.

Schedule A - TAC Job Group Structure

The table below provides indicative descriptors for the TAC Job Group classification structure. These indicative descriptors form part of the TAC's job evaluation methodology and do not represent an exhaustive statement of the requirements of roles within the TAC.

Job Group	Indicative Descriptor
1	Roles at this level are administrative roles that are involved in processing routine tasks or duties.
2	Roles at this level are administrative roles that provide skilled clerical, operational and administrative and/or client support within a defined area.
3	Roles at this level are senior administrators that provide support in a specialist field.
4	Roles at this level are skilled in a particular occupation requiring sound analytical, project management and communication skills.
5	Roles at this level have expertise in providing operational or functional advisory as a technical professional sole contributor. May have some supervisory responsibility.
	Roles at this level require significant knowledge and expertise in sole contributor/consultant roles. May have some direct supervision or mentoring of lower roles or entry level manager.
6	Roles at this level would be managers who have broad operational management or strong functional expertise as an experienced professional sole contributor/consultant.

Schedule B - Salaries


Job Group	Base Salary	1 July 2017	1 July 2018	1 July 2019	1 July 2020
1	Minimum	\$47,439	\$48,981	\$50,573	\$52,217
	Maximum	\$58,453	\$60,353	\$62,314	\$64,339
2	Minimum	\$51,408	\$53,079	\$54,804	\$56,585
	Maximum	\$68,537	\$70,764	\$73,064	\$75,439
3	Minimum	\$60,648	\$62,619	\$64,654	\$66,755
	Maximum	\$80,871	\$83,499	\$86,213	\$89,015
4	Minimum	\$72,788	\$75,154	\$77,597	\$80,119
	Maximum	\$97,047	\$100,201	\$103,458	\$106,820
5	Minimum	\$86,666	\$89,483	\$92,391	\$95,394
	Maximum	\$129,597	\$133,809	\$138,158	\$142,648
6	Minimum	\$115,631	\$119,389	\$123,269	\$127,275
	Maximum	\$157,676	\$162,800	\$168,091	\$173,554

SIGNATURES OF PERSONS AUTHORISED TO SIGN THE AGREEMENT

Signed on behalf of the employer

Transport Accident Commission

60 Brougham Street, Geelong, Victoria 3220

Signature:  _____

Joe Calafiore

Chief Executive Officer

Date: 3/11/17

Signed on behalf of

Community and Public Sector Union, SPSF Group Victorian Branch

Level 2, 6 Palmer Parade, Cremorne 3121

ABN: 38 968 067 748

Signature:  _____

Karen Batt,

Branch Secretary, CPSU SPSF Group Victoria Branch

Date: 13/11/17