



TAC Enterprise Agreement

2025-2029



Preamble

The Transport Accident Commission (TAC) is a Victorian Government-owned organisation, established under the Transport Accident Act 1986, whose role is to promote road safety, support those who have been injured on our roads and help them get their lives back on track.

The TAC Enterprise Agreement provides a platform from which the TAC is able to continue to retain and reward its employees and provide a sustainable foundation for the organisation to meet its strategic goals.

Our Purpose

To care for the lives of everyone who travels on Victoria's roads.

We do this by promoting road safety and providing support to those who are injured in a caring, efficient, and financially responsible way.

Our Values



We value life

We are passionate about protecting Victorian road users in every way. We value each and every life, and we are committed to delivering a road safety system that protects them against trauma. Through quality, respectful and timely supports and services, we help our clients get their lives back on track as quickly as possible. Our value for life extends to our own people too. By looking after our wellbeing, we can better look after all Victorians.



We make the complicated simple

We break down barriers that get in the way of achieving success. We simplify the way we do things and the interactions we have – for our clients, our partners and our broader community.



We will find a better way, today

We are not afraid to be bold and brave. We empower our people to be innovative and creative, and to continuously seek better ways to care for our clients and prevent road trauma.



We make every conversation count

We know that trust is built and reinforced one conversation at a time. We ensure the conversations we have with colleagues, clients, partners and our community are authentic, heard, and acted upon.



Acknowledgement of Country

The TAC acknowledges Aboriginal and Torres Strait Islander peoples as the Traditional Custodians of the lands on which we are located. We pay our respects to ancestors and Elders, past, present and emerging. We also acknowledge all other Aboriginal and Torres Strait Islander People who are part of the Victorian community today.

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1. Title

This Agreement will be known as the *TAC Enterprise Agreement 2025 - 2029*.

2. Definitions and Interpretation

Unless the contrary intention appears, the meaning of the following defined terms in this Agreement are:

Term	Meaning
Agreement	The <i>TAC Enterprise Agreement 2025 - 2029</i> .
Assistance Animal	<p>An animal formally trained to assist a person with a disability, to alleviate the effect of their disability. This includes:</p> <ul style="list-style-type: none">(a) a guide dog for people with vision impairment, or(b) hearing dogs for people with hearing impairment, or(c) assistance dogs for people with a physical disability, or(d) medical alert animals that help people with before and during a medical emergency, or(e) psychiatric service animals that help people with a mental illness, or(f) any other animal agreed by the TAC. <p>Assistance Animal does not include a pet, companion or therapy animals.</p>
CPSU	The Community and Public Sector Union.
Child	<p>Unless otherwise defined:</p> <ul style="list-style-type: none">(a) someone who is a child of the employee within the meaning of the <i>Family Law Act 1975</i> (Cth); and(b) includes an adopted child or step-child of the person; and(c) it doesn't matter if the child is an adult.
De Facto Partner	<p>Unless otherwise defined:</p> <ul style="list-style-type: none">(a) spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
Employee	A person who is employed by the TAC and who is covered by this agreement
FWC	Fair Work Commission or its successor.

Term	Meaning
FW Act	The <i>Fair Work Act 2009</i> (Cth), as may be amended from time to time and any successor to that Act.
Immediate Family	Unless otherwise defined: (a) spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
NES	National Employment Standards, under the <i>Fair Work Act 2009</i> (Cth).
Party or Parties	Unless otherwise stated, the TAC, the CPSU or employees to whom this Agreement applies.
Public Holiday	A day that is a public holiday pursuant to clause 21.
Registered Practitioner	One of the following: Aboriginal or Torres Strait Islander health practitioner, Chinese medicine practitioner, Chiropractor, Dental care practitioner, Medical practitioner, Medical Radiation practitioner, Nurse practitioner, Midwife, Occupational Therapist, Optometrist, Osteopath, Pharmacist, Physiotherapist, Podiatrist, Psychologist or any other profession registered under the <i>Health Practitioner Regulation National Law (Victoria) Act 2009</i> .
Salary	The wage or salary rate, which an employee receives in the normal course of their duty; provided that salary does not include any payment for overtime, incidental expenses, additional allowances, bonuses or any payment of a temporary character.
TAC	The Transport Accident Commission
Union	The Community and Public Sector Union (CPSU)

3. Parties Covered by this Agreement

3.1 The parties covered by this Agreement are:

- a) the TAC;
- b) all employees whose employment is subject to this Agreement at any time this Agreement is in operation; and
- c) the CPSU, subject to it meeting the notice requirements of Section 183(1) of the FW Act

3.2 Employees employed under an Executive Contract with the TAC are excluded from the operation of all provisions of this Agreement.

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 NES or to provide any entitlement which is detrimental to an employee's entitlement under the NES. For the 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 because of the making of this Agreement.

4.4 Duration of Agreement

- a) This Agreement will operate 7 days after approval by the FWC and will have a nominal expiry day of 30 June 2029.
- b) The parties agree to commence discussions and negotiations in order to replace this Agreement, such as seeking Government authorisations, no later than 6 months prior to its expiration.

4.5 Employees to whom this Agreement applies will receive:

- a) Salary increases as provided for in clause 26, with the first increase payable with effect from 1 July 2025; and
- b) Increases to allowances, with the first increase payable with effect from 1 July 2025.

4.6 Salary and allowance increases payable for the period between 1 July 2025 and the commencement of the Agreement will be made as soon as reasonably practicable after the Agreement commences operation.

4.7 Alterations to conditions of employment provided for in this Agreement will apply with effect from the commencement date of this Agreement, unless otherwise stated.

4.8 No Extra Claims

4.9 This Agreement represents the full settlement of the TAC's, the CPSU's and employees claims in respect to the terms and conditions of employment during the life of this Agreement. There will be no extra claims (relating to the terms and conditions of employment during the life of this Agreement), subject to clause 4.4b).

5. Inclusion and Diversity

5.1 It is the intention of the parties to this Agreement to:

- a) aspire to the overall vision of the TAC's Inclusion and Diversity commitment, which is to:
 - (i) ensure a workplace which is as diverse as the community we serve;
 - (ii) sustain a workplace where people of all backgrounds, identities and lived experiences are safe, respected and feel a sense of belonging;
 - (iii) take a leadership position as a champion of diversity; and
 - (iv) harness the power of diversity to improve our service delivery and client experience.
- (v) achieve the principal object in section 336 (1) (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 orientation, age, physical or mental disability, marital status, family or carer's 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 clause 68 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 (1) (f), 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 (including the introduction of artificial intelligence for workplace surveillance), 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; and
- c) of the rationale and intended benefits of any change.

- 6.2** The TAC will regularly consult with affected employees and/or their appointed representative, 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 and/or their appointed representative 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 written 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, either party may request an extension of up to a maximum of 10 additional business days, under this clause. Consent for an extension will not be unduly denied, however if consent is not provided, the party seeking the extension may apply to the FWC directly under clause 68.8 without following the prior steps under clause 68.
- 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** **Induction**
- 7.3** 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.
- 7.4** Consultative forum

- a) The TAC and the CPSU commit to effective consultation to enable timely resolution of issues affecting the TAC and its employees.
- b) The TAC and the CPSU agree to maintain a regular consultative forum. This forum will be facilitated by People, Culture and Engagement and attended by TAC management decision makers and the CPSU or their nominated representative(s).
- c) This forum may include but not limited to:
 - (i) Support and facilitate the effective implementation and monitoring of the operation of this Agreement;
 - (ii) Provide a forum to discuss any issues or concerns arising from the operation of this Agreement;
 - (iii) Provide an opportunity for attendees to be informed about proposed changes likely to have significant impact upon employees;
 - (iv) Afford an opportunity for consultation on matters affecting employees; and
 - (v) Regularly review workplace policies and address workplace matters through the forum.
- d) Consultation under clause 6 of this Agreement can take place as deemed necessary without a scheduled consultative forum.

8. CPSU Official Right of Entry

- 8.1 For the purposes of ensuring compliance with this Agreement and the FW Act, duly accredited officials of the CPSU who hold a valid entry permit issued under the FW Act can enter TAC premises during working hours, provided they comply with the requirements of Part 3–4 of the FW Act.
- 8.2 Entry will be made for the purpose of holding discussions with one or more employees:
 - a) who perform work on the premises;
 - b) whose industrial interests the permit holder's organisation is entitled to represent; and
 - c) who wish to participate in such discussions.
- 8.3 Permit holders must not intentionally hinder or obstruct any person or otherwise act in an improper manner while exercising the right of entry.

9. Workplace Delegate Rights

9.1 Definitions

- a) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- b) eligible employees mean members and persons eligible to be members of the delegate's organisation who are employed by the TAC in the enterprise.

9.2 Notification of Appointment

- a) Before exercising any entitlements under this clause, a workplace delegate must notify the TAC in writing of their appointment or election as a workplace delegate. If

requested, the workplace delegate must provide the TAC with evidence that would satisfy a reasonable person of their appointment or election.

- 9.3** An employee who ceases to be a workplace delegate must notify the TAC in writing within 14 days.

9.4 Right of representation

- a) A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
- (i) consultation about major workplace change;
 - (ii) consultation about changes to rosters or hours of work;
 - (iii) resolution of disputes;
 - (iv) disciplinary processes;
 - (v) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the FW Act or is assisting the delegate's organisation with enterprise bargaining; and
 - (vi) any process or procedure within this Agreement or TAC policy in which eligible employees are entitled to be represented and which concerns their industrial interests.

9.5 Entitlement to reasonable communication

- a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 9.4. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

9.6 Entitlement to reasonable access to the workplace and workplace facilities

- a) The TAC must provide a workplace delegate with access to or use of the following workplace facilities:
- (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the TAC to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- b) The TAC is not required to provide access to or use of a workplace facility under clause a) if:
- (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

- (iii) the TAC does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps

9.7 Entitlement to reasonable access to training

9.8 The TAC must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- a) In each year commencing 1 July, the TAC is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees
- b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- d) The workplace delegate must give the TAC no less than 5 weeks' notice (unless the TAC and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- e) If requested by the TAC, the workplace delegate must provide the TAC with an outline of the training content.
- f) The TAC must advise the workplace delegate no less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- g) The workplace delegate must, within 7 days after the day on which the training ends, provide the TAC with evidence that would satisfy a reasonable person of their attendance at the training.

9.9 Exercise of entitlements under this clause

- a) A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the TAC, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- b) This clause does not require the TAC to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees. This clause does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

- c) The TAC must not:
 - (i) unreasonably fail or refuse to deal with a workplace delegate; or
 - (ii) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
 - (iii) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under this clause or under the FW Act.

10. Performance and Development

- 10.1** An organisation-wide approach to performance coaching and employee 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 work objectives and accountabilities, facilitate feedback and discussion of progress, support employees in their work challenges and enable employees in developing the skills and capabilities needed to facilitate their growth and performance.
- 10.3 Legal Officers**
- 10.4** For employees who:
 - a) have a legal qualification; and
 - b) require such qualification to perform their role at the TAC;
- 10.5** the TAC will continue its commitment to develop and maintain career paths of employees and the maintenance of mandatory legal qualification, continuing legal education (including specialist accreditation where applicable), and practicing certificates required to undertake legal practice for the TAC.
- 10.6 Other Employees**
- 10.7** For employees who:
 - a) have an allied health qualification or is a Certified Practising Accountant (CPA); and
 - b) require such qualification to perform their role at the TAC;
- 10.8** the TAC will continue its commitment to develop and maintain career paths of these employees and the maintenance of their allied health or CPA qualification, continuing professional education, and practising certificate (if applicable) to undertake practice as an allied health professional or CPA for the TAC.

11. Service Delivery Payment

- 11.1** This Agreement will be interpreted and applied consistently with the following principles aimed at promoting workforce agility, flexibility and performance in recognition that:
 - a) The work required at a modern organisation is not static but always changing, due to factors such as new government priorities, technological advancement, changing service delivery expectations and the need to respond to evolving complex public policy or crisis.

- b) All TAC employees are required to support evolving TAC priorities, enhance the organisation's overall performance and to pursue continuous improvement in service delivery.

11.2 Employees will be paid an annual lump sum service delivery payment in accordance with the table below, in recognition of employees' commitment to:

- a) participate in being reassigned on a temporary basis to priority projects or programs across the TAC based on their core skills and capabilities, rather than being limited to a specific role;
- b) participate in interdisciplinary project teams which change in size and composition over time, with shared resources and/or reporting lines outside traditional hierarchical structures or across departmental boundaries;
- c) implementing and using new technologies and undertaking different ways of working aligned to the TAC's transformation reform; and
- d) continuously looking to improve processes and ways of working to deliver operational excellence.

11.3 The service delivery payment will be paid as a once off lump sum payment within the last pay period in May each year to all employees (pro-rata for part-time employees).

Table 1:

Date of effect	Amount
May 2026	\$1366.30
May 2027	\$1407.30
May 2028	\$1449.50
May 2029	\$1493

11.4 To be eligible for this payment, employees must be employed with the TAC on the date of the scheduled payment. Anyone employed after the date of the scheduled payment will be deemed ineligible and will not be eligible to receive payment of the allowance until the next scheduled payment as outlined in Table 1.

The following employees are not eligible or will receive a pro-rata payment for the Operational Agility Principles and Payment:

- a) Employees who take unpaid leave for the 12 months immediately prior to the scheduled date of payment (other than during the first 52 weeks of parental leave) will not be eligible for any payment.
- b) Employees who take a period of unpaid leave during the payment period (other than during the first 52 weeks of parental leave) will receive a pro-rata payment.

For example:

- an employee on unpaid leave for 9 months immediately prior to the scheduled date of payment would be eligible for a quarter of the total payment; or
- an employee on unpaid leave for 1 week would get 51/52 of the payment.

- c) Employees who commence employment with the TAC at any time between each operational agility payment cycle will be paid pro-rata for their period of employment.

For example:

- an employee who commenced on 23 April will be paid pro-rata for the period between 23 April and 23 May on the date of scheduled payment.

12. Once off Lump Sum Payment

- 12.1** Employees will be entitled to receive a once off lump sum payment of \$6030 to be paid as soon as reasonably practicable after this Agreement comes into operation following approval by the FWC.
- 12.2** To be eligible for the once off lump sum payment, an employee must be employed by the TAC on the commencement date of operation of the Agreement as specified in clause 4.4a) (ie. 7 days after the FWC approves the Agreement).
- 12.3** The payment will be made on a pro-rata basis for part-time employees and employees on unpaid leave.

13. Secure Employment

- 13.1** The TAC acknowledges the positive impact that secure employment has on employees and the provision of quality services to the Victorian community.
- 13.2** The TAC will give preference to ongoing forms of employment over casual, labour hire and fixed-term arrangements wherever possible.
- 13.3** Where the CPSU or affected employees identify fixed-term or casual employment that is considered not to meet the criteria established in clauses 15.3c) and 15.4a), 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 68.

14. Probationary Period

- 14.1** 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.
- 14.2** 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.

15. Employment Categories

- 15.1** An employee may be employed as a(n):
- a) ongoing employee;
 - b) fixed-term employee; or

- c) casual employee

15.2 Ongoing Employee

An ongoing employee is employed on a permanent basis, either full-time or part-time. Ongoing employees are entitled to all provisions of this Agreement in accordance with their job group classification and hours of work.

15.3 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 entitled to all 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 ongoing employees. Where practicable, 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.
- d) Fixed-term appointments, or consecutive fixed-term appointments involving the same or substantially similar work, may be extended to a maximum duration of two years.
- e) Where the TAC wishes to appoint a fixed term employee beyond the limitations described in this clause, the TAC is required to offer the employee ongoing employment, prior to the conclusion of the employee's fixed term contract, except in the following circumstances:
 - (i) there is no ongoing vacancy, or funding for an ongoing position, at the same classification or equivalent to the employee's fixed term position available in which to place the employee to undertake the same or similar work that they were performing in the fixed term position;
 - (ii) the employee's position will cease to exist in the coming 12 months; or
 - (iii) in exceptional or unforeseen circumstances.
- f) Where the TAC is required to make an offer to convert to ongoing employment under this clause, the offer of ongoing employment must:
 - (i) be made in writing;
 - (ii) be an offer to convert to an ongoing position at the same classification or equivalent as the employee's fixed term position;

- (iii) be consistent with the employee's current ordinary hours; and
- (iv) be provided within 21 days of the employee's fixed term employment reaching the maximum duration under this clause, or within 21 days from the Commencement Date of this Agreement if the maximum duration has already been exceeded.
- g) If the TAC is not required to make an offer under clause e) in such cases, the TAC must provide written notice to the employee:
 - (i) stating that an offer of ongoing employment will not be made;
 - (ii) stating the reasons for this decision, including any relevant business grounds or exceptional circumstances; and
 - (iii) within 21 days before the employee's fixed term employment has reached its maximum duration.

15.4 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 an ongoing employee in the equivalent job group/classification. 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 paid 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 Buy-Out, Once Off Lump Sum Payment, Service Delivery Payment, Purchased Leave, Deferred Salary, Annual Leave, Permanent Care Leave, Leave Without Pay, Study Leave, Community Leave, Probationary Period, Redeployment, Public Holidays, Volunteering Leave, Time Off for Work Outside Inherent Requirements.
- f) A casual employee will be paid double time and a half for hours worked on a listed public holiday as provided in clause 21.

15.5 Casual conversion

- a) The TAC must offer ongoing employment to a casual employee if the employee has completed 12 months of continuous service and worked on a regular and systematic basis for at least the last six months. The offer must:
 - (i) be made in writing;
 - (ii) match the same job group or equivalent as the employee's casual role;
 - (iii) reflect the employee's existing pattern of hours of work over the previous six months; and
 - (iv) be made within 21 days after the employee reaches 12 months of continuous service.
- b) The TAC is not required to make an offer if:

- (i) the offer would result in the TAC not complying with a recruitment or selection process required by or under law;
- (ii) there are reasonable operational grounds, including but not limited to:
 - the employee's position will cease to exist in the next 12 months;
 - the employee's hours of work will be significantly reduced;
- (iii) there will be a significant change to the days or times when the employee will be required to perform work in the coming 12-month period, which cannot be accommodated within the employee's availability;
- (iv) substantial changes would be required to the way in which work in the TAC is organised;
- (v) there would be significant impacts on the TAC's operation;
- c) If an offer is not made, the TAC must provide written notice to the employee within 21 days after the employee reaches 12 months of continuous service, explaining the reasons.
- d) An eligible employee may request conversion to ongoing employment if the TAC fails to make an offer.
- e) The employee must respond to an offer of ongoing employment in writing within 21 days, or it will be deemed as declined.

15.6 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).

15.7 Part-time hours

- a) A part-time employee is an employee who is engaged as such and works on average 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.

16. Hours of Work

16.1 Ordinary hours for job groups 1 - 5

- a) Ordinary full-time hours will be an average of 76 hours per fortnight (exclusive of meal breaks), worked between 7am and 7pm (AEST/AEDT), 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.

16.2 Ordinary hours for job group 6

Ordinary full-time hours for employees in job group 6 will be an average of 76 hours per fortnight (exclusive of meal breaks), worked between 7am and 7pm (AEST/AEDT),

Monday to Friday, and such reasonable additional hours as may be required to support service delivery. Time in lieu may be considered, on a case-by-case basis, where the TAC has directed an employee to perform additional hours of work.

- 16.3** All employees can request flexible work arrangements. Any discussions on working hours will be based on balancing the needs of the individual, team and the TAC's delivery of services to our clients and stakeholders.

17. Flexi-Time Arrangements for Job Groups 1 - 5

- 17.1** Flexi-time arrangements apply to positions compensated at job groups 1 - 5.
- 17.2** Flexi-time must be worked between the standard hours of 7am and 7pm (AEST/AEDT) Monday to Friday.
- 17.3** 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.
- 17.4** If the work commitments of a position mean that flexi-time arrangements are not appropriate in the circumstances, then the immediate manager will consult with the relevant employee/s. In this event the immediate 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:
- a) standard TAC working hours are 7 hours and 36 minutes per day; or
 - b) 9-day fortnight; or
 - c) 19 days in a 4-week period;
 - d) 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 16.1a); or
 - e) 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).
- 17.5** 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.

18. Business Resumption Provision

In the event of a disaster recovery/business resumption event, the TAC can direct 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. All job group 1 – 6 employees will be remunerated in accordance with the overtime provisions or shift allowances, where applicable.

19. Overtime

19.1 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) For periods of overtime in a single day that are not continuous with an employee's ordinary hours, an employee is entitled to be paid a minimum of three hours for their initial engagement. If any subsequent engagements are required within the same day, they will be paid on an hourly basis, at the applicable overtime rate
- 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 who is directed by their manager to work in excess of their contracted hours will receive the applicable overtime rates
- f) Where a part-time employee works hours in excess of their contracted hours under a flexi-time arrangement, overtime rates will not apply unless directed by the TAC. Flexi-time will be accrued for these additional hours, unless otherwise agreed with the manager, in which case the additional hours may be paid.
- g) Where an employee is requested to work overtime at short notice, due consideration should be given to the employee's personal responsibilities and commitments;

19.2 Time off in Lieu

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

Time off in Lieu	Hours owed as Time off in Lieu
Overtime worked for Monday to Friday – per hour worked	1.5 hours
Overtime worked on a weekend or public holiday – per hour worked	2 hours

19.3 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 3 hours	150%
Monday to Saturday – after 3 hours	200%
Sunday - in all cases except public holidays	200%

19.4 Working on Public Holidays

Where an employee is directed to work on a public holiday the following rates will apply:

Public Holiday worked	Overtime rate (% of ordinary hourly rate)
Monday to Friday – time worked does not exceed ordinary daily hours in clause 16.1a)	250%
Monday to Friday – time worked is in excess of the ordinary daily hours in clause 16.1a)	250%
Public Holiday – Saturday or Sunday	250%

19.5 Overtime Meal Allowance

An employee will be eligible to claim an overtime meal allowance if the employee is required to work a period of overtime which:

- (i) is immediately before or after a scheduled period of ordinary hours and is more than two hours in duration and thereafter at each subsequent 4 hours; or
 - (ii) is a stand-alone period of overtime that is more than two hours in duration and thereafter at each subsequent 4 hours worked.
- b) The allowance will be determined by reference to the reasonable overtime meal allowance expense published by the Australian Taxation Office.

19.6 Breaks

- a) A meal break of at least 20 minutes must be taken between ordinary hours worked
- b) and any overtime performed, except with the agreement of the TAC and the employee.
- c) 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.
- d) 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.

19.7 Overnight stays

Where an employee is directed by the TAC to travel intrastate or interstate and, as a result, is away overnight, time off to a maximum of 3 hours of travel time per day 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.

19.8 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.

19.9 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.

20. On-Call Allowance

- 20.1** An employee who is required to remain contactable and available to perform extra duties outside their ordinary hours of work shall be paid an on-call allowance. The allowance shall not be paid for any period in which the employee does not remain contactable or make themselves ready and available to perform such duty.
- 20.2** Where an employee is in receipt of an on call allowance and is required to perform the duty, but is not required to be recalled to work (e.g. the matter can be resolved remotely via telephone and/or network connection to TAC's systems), the employee shall also receive overtime payment at the rate set out in clause 19, provided the time spent on such calls is in excess of one hour in aggregate over a seven day week. The minimum 3 hours overtime payment in clause 19.1c) does not apply for the situation in this subclause.
- 20.3** Where an employee is in receipt of an on-call allowance and is recalled to duty at their primary place of work (that is not their primary residence), the employee shall also receive overtime payment at the rate set out in clause 19 for the time spent rectifying the matter, inclusive of travel time. The minimum 3 hours overtime payment in clause 19.1c) does not apply for the situation in this subclause.
- 20.4** An employee required to undertake on call duty shall be paid an on-call allowance at the daily rate as set out in the table below:

	1 July 2025	1 July 2026	1 July 2027	1 July 2028
Monday – Friday (per night)	\$43.29	\$44.59	\$45.93	\$47.30
Saturday, Sunday or Public Holiday, per day/night (24 hours)	\$86.58	\$89.18	\$91.86	\$94.61

- (i) “Monday – Friday (per night)” means the period after completion of ordinary hours of duty on one day to the commencement of ordinary hours of duty on the following day other than for Friday in which the period of on call would cease at 7.00am on the following Saturday
- (ii) “Saturday, Sunday or Public Holiday per day/night (24 hours)” means the 24-hour period of a Saturday, Sunday or public holiday commencing at 7.00am and ceasing at 7.00am the following day.

21. Public Holidays

21.1 All employees (except casual employees) will be entitled to be absent from work on the following public holidays without deduction of pay where the public holiday occurs on a day the employee would normally work:

- a) New Year’s Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Sovereign’s Birthday, Labour Day, the Friday before the Australian Football League Grand Final 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.

21.2 Prescribed substitute and additional public holidays

a) Christmas Day

- (i) When Christmas Day (25 December) is a Saturday, an additional holiday will be observed on the next Monday.
- (ii) When Christmas Day (25 December) is a Sunday, an additional holiday will be observed on the next Tuesday.

b) Boxing Day

- (i) When Boxing Day is a Saturday, an additional holiday will be observed the next Monday.
- (ii) When Boxing Day is a Sunday, an additional holiday will be observed on the next Tuesday.

c) New Year’s Day

- (i) When New Year’s Day is a Saturday or a Sunday, an additional holiday will be observed on the next Monday.

d) Australia Day

- (i) When Australia Day is a Saturday or a Sunday, a holiday in lieu will be observed on the next Monday.

21.3 Other Substitution

- a) Where, in accordance with the *Public Holidays Act 1993* (Vic), 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.
- 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 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 2 days to 1 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 overtime rates for working on the declared public holiday.

21.4 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.

22. Flexible Work

- 22.1** The TAC is committed to supporting employees to achieve a positive work/life balance. Flexible work arrangements contribute to employee wellbeing, engagement, and performance, and will be supported wherever reasonably practicable.
- 22.2** The TAC recognises that flexibility may relate to when, where, and how work is performed. Requests for flexible working arrangements will be considered in good faith, taking into account both the employee's needs and the operational requirements of the organisation.
- 22.3** A range of provisions in this Agreement support flexibility:

Title	Summary of Entitlement
Flexi Time	Job group 1 - 5 employees may work their ordinary fortnightly hours flexibly within the span of ordinary hours.
Hours of Work	Employees may request to alter their days or hours of work within the ordinary span of hours, including compressed hours or varied start/finish times, if the work commitments of a position mean that flexi-time arrangements are not appropriate in the circumstances.
Right to Request Flexible Working Arrangements	Employees may request flexible working arrangements in the circumstances set out in section 65 of the FW Act (e.g. caring responsibilities, disability, age).
Individual Flexibility Arrangements (IFA)	An IFA may vary the effect of clause 16 to meet the genuine needs of the employee and TAC.
Remote/Hybrid Working	Employees may request to work remotely on a regular or ad hoc basis, subject to operational requirements and approval.
Purchased Leave	Employees may apply to purchase up to 8 additional weeks of leave per year, funded through proportional deductions from their fortnightly salary.
Parental Leave	Employees returning from parental leave may request a reduced time fraction or request an extension of unpaid leave.

These options are intended to support employee needs while ensuring business continuity and service delivery.

23. Individual Flexibility Arrangement

- 23.1** 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) allowances.
- 23.2** 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 23.1 and must be genuinely agreed to by the TAC and the employee.
- 23.3** 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.

23.4 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;
 - (iv) states the day on which the arrangement commences; and
 - (v) describes how the arrangement can be terminated.

23.5 The TAC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

23.6 The TAC or employee may terminate the individual flexibility arrangement:

- a) at any time, by agreement in writing between the employer and the employee; or
- b) by the employer or the employee giving 28 days written notice to the other party.

23.7 An individual flexibility arrangement terminated in accordance with clause 23.6b) ceases to have effect at the end of the period of notice required under that clause.

23.8 The TAC or employee may use the dispute settlement procedure under clause 68 to deal with disputes that may arise concerning the matters dealt with in the individual flexibility arrangement.

24. Flexible Working Arrangements – Specific Circumstances

24.1 Section 65 of the FW Act provides that 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 pregnant;
- b) the employee is a parent, or has responsibility for the care of a child, who is of school age or younger;
- c) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- d) the employee has a disability;
- e) the employee is 55 or older;
- f) the employee is experiencing violence from a member of the employee's family;
- g) the employee provides care or support to a member of the employee's immediate 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.

- 24.2** To avoid doubt and without limiting clause 24.1, 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.
- 24.3** 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 regular 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.
- 24.4** The request must be in writing and set out details of the change sought and of the reasons for the change.
- 24.5** Before responding to a request, the TAC must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regards to:
- a) the needs of the employee arising from their circumstances; and
 - b) the consequences for the employee if changes in working arrangements are not made; and
 - c) any reasonable business grounds for refusing the request.
- 24.6** On receipt of a request by an employee under this clause, the TAC must give the employee a written response within 21 days. The response must:
- a) state that the TAC grants the request; or
 - b) if, following discussion between the TAC and the employee, both parties agree to a change to the employee's working arrangements that differs from that set out in the request, set out the agreed change; or
 - c) state that the TAC refuses the request and include:
 - (i) the details of the reasons for the refusal
 - (ii) the business grounds for refusing the request (in line with clause 24.8)
 - (iii) explain how those grounds apply to the request,
 - (iv) either set out the change (other than the requested change) to the employee's working arrangements that could be accommodated or state there are no such changes that can be made, and
 - (v) set out the employee's ability to dispute the decision to refuse the request, per sections 65B and 65C of the FW Act.
- 24.7** The TAC may only refuse the request if the TAC has:
- (i) discussed the request with the employee, and;

- (ii) genuinely tried to reach agreement about changes to the employee's working arrangements, and;
- (iii) have had regard to the consequences of the refusal for the employee, and;
- (iv) the refusal is on reasonable business grounds.

24.8 Without limiting what are reasonable business grounds for the purposes of clause 24.5, reasonable business grounds include the following:

- a) that the new working arrangements requested by the employee would be too costly for the TAC; or
- b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee; or
- c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee; or
- d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity; or
- e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

25. Hybrid Working

25.1 The TAC is committed to supporting flexibility in the workplace and recognises that a modern workplace includes one where employees may work in a hybrid environment. Subject to operational requirements, the TAC may make working from home arrangements available to employees where it is reasonable to do so.

25.2 An employee is able to request to work from home in accordance with the relevant provisions in this Agreement.

25.3 Where an employee works from home, the employee is required to work in accordance with guidance set by the TAC to meet occupational health and safety responsibilities and maintain appropriate information security in the home environment.

26. Salary

26.1 Classification structure

- a) All roles (other than executive roles) will be classified in accordance with the TAC job group structure.
- b) The TAC job group structure is based on a job evaluation methodology (which involves assessing the complexity of the tasks, the skills and knowledge required to perform a role to determine the relativities of each role within the organisation). Indicative descriptors for each job group are set out at Schedule A to this Agreement.
- c) An employee who is employed and performing in a position that is reclassified to a higher job group within the TAC's job group structure may not be required to undergo a competitive recruitment process.

26.2 Salary structure

- a) All employees within the TAC job group structure will be remunerated on 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.
- d) Employees are appointed to a salary point within the correlating job group salary range based on the job evaluation outcome and market data that reflects the role, job group and experience.
- e) For job groups 1-5
 - (i) There are three pay points, known as competency levels, assigned to the role. These competency levels each represent a 5% differentiation in pay.
 - (ii) Competency level one acknowledges that an employee is new to a position and will require some time to become fully effective, competent and independent in the role.
 - (iii) Competency level two acknowledges that an employee is performing in the position effectively, competently and independently.
 - (iv) Competency level three is not an automatic movement, but rather recognition that an employee makes a conscious choice to consistently perform above and beyond the requirements of their role.
 - (v) Competency levels are applied to an employee's role in accordance with the relevant TAC policy as varied from time to time. This policy does not form part of this Agreement.
- f) For job group 6:
 - (i) Employees in job group 6 roles are eligible to receive performance progression payments based on specific job group 6 competency levels. These payments are not automatic; they recognise excellence in technical and people leadership, contributing to the TAC reform agenda throughout the Agreement's duration.
 - (ii) There are three pay points, known as competency levels, and the performance progression payment between each competency level is as follows:
 - (a) from competency level one to competency level two - 2% increase to the employee's base salary; and
 - (b) from competency level two to competency level three - 3% increase to the employee's base salary as at competency level two.
 - (iii) The competency levels are as follows:
 - (a) Competency level one acknowledges an employee's consistent performance and constructive behaviours in delivering quality results aligned with expectations. These employees connect their team's work to TAC's strategy and contribute reliably to team and business results and outcomes.
 - (b) Competency level two acknowledges an employee's sustained performance demonstrated through continuous improvement, driving efficiencies and leading self and others through change. These employees extend their impact beyond their immediate team, enabling progress against TAC's Strategy, Roadmap and Corporate Scorecard.

- (c) Competency level three acknowledges an employee's exceptional and sustained performance, marked by strategic leadership, innovation, and measurable impact on the achievement of TAC's Strategy, Roadmap and Corporate Scorecard.
- (iv) Performance progression payments for job group 6 employees are applied in accordance with relevant TAC policy as varied from time to time. This Policy does not form part of this Agreement.
- (v) Where a performance progression payment would increase an employee's salary over the maximum salary of the job group as outlined in Schedule B, the employee will receive a partial increase to the top of job group.

26.3 Salary increases

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

Date of effect	Percentage Increase
1 July 2025	3.00%
1 July 2026	3.00%
1 July 2027	3.00%
1 July 2028	3.00%

27. Superannuation

The TAC will comply with the Commonwealth superannuation legislation.

28. Higher Duties Allowance

- 28.1** An employee will be eligible for payment of a higher duties allowance while acting in a higher job group position for a period exceeding 5 business 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. In the event that the minimum applicable salary is lower than the employee's substantive position, the employee will maintain their salary and in addition be paid a 1.5% allowance.
- 28.2** 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.
- 28.3** Higher duties allowance will continue to be paid during periods of authorised leave, long service leave or annual leave provided the allowance will not be paid for any portion of leave that extends beyond the period of the higher duties assignment.

29. Gender Equality

29.1 Gender Pay Equity Principles

The provisions of this Agreement are to be interpreted consistently with the following gender pay equity principles:

- a) Establishing equal pay for work of equal or comparable value: Equal or comparable value refers to work valued as equal in terms of skill, effort, responsibility and working conditions. This includes work of different types.
- b) Freedom from bias and discrimination: Employment and pay practices are free from the effects of unconscious bias and assumptions based on gender.
- c) Transparency and accessibility: Employment and pay practices, pay rates and systems are transparent. Information is readily accessible and understandable.
- d) Relationship between paid and unpaid work: Employment and pay practices recognise and account for different patterns of labour force participation by workers who undertake unpaid and/ or caring work.
- e) Sustainability: Interventions and solutions are collectively developed and agreed, sustainable and enduring.
- f) Participation and engagement: Employees, the CPSU and the TAC work collaboratively to achieve mutually agreed outcomes.

29.2 Meaning of 'Pay'

In this clause, 'pay' refers to remuneration including but not limited to salary, bonuses, overtime payments, allowances and superannuation.

29.3 Commitment to collaborative approach to achieving gender pay equity

The TAC will work collaboratively with employees and the CPSU to identify, support and implement strategies designed to eradicate the gender pay gap, gender inequality and discrimination.

29.4 Claims relating to systemic gender equality issues

- a) A systemic gender equality issue means an issue of a systemic nature within the TAC, which adversely affects a class or group of employees of the TAC, relating to:
 - (i) The gender composition of any or all workforce levels of the TAC; or
 - (ii) The gender composition of governing bodies; or
 - (iii) Equal remuneration for work of equal or comparable value across any or all workforce levels of the TAC, irrespective of gender; or
 - (iv) Sexual harassment in the workplace; or
 - (v) Recruitment and promotion practices in the workplace; or
 - (vi) Availability and utilisation of terms, conditions and practices in the workplace relating to family violence leave, flexible working arrangements and working arrangements supporting employees with family or caring responsibilities; or
 - (vii) Gendered workplace segregation.

- b) The CPSU and/or a class or group of employees (claimant/s) may seek resolution of a dispute relating to a systemic gender equality issue (claim) in accordance with this clause.
- c) A claim or claims under this clause must be made in writing to the TAC.
- d) In the first instance the claim should include sufficient detail for the TAC to make a reasonable assessment of the nature of the claim, the employees impacted by the claim and any proposals to resolve the claim.
- e) The TAC must meet and discuss the claim with the claimant prior to responding to the claim.
- f) The TAC must respond to the claim in writing to the claimant, within a reasonable time, including enough details in the response to allow the claimant to understand the TAC's response to each element of the claim, including reasons why the claim is accepted or rejected.
- g) If the claim is unable to be resolved between the TAC and the claimant/s, either the claimant/s or the TAC may refer the claim to the Public Sector Gender Equality Commissioner (Commissioner) to deal with.
- h) Common claims against the TAC may be referred to the Commissioner if the claims relate to a systemic gender equality issue which adversely affects a class or group of employees, and the claims are referred by any of the parties in clause 3.1 of this Agreement.
- i) In dealing with a claim, the Commissioner:
 - (i) Must consider the Gender Pay Equity Principles; and
 - (ii) Must be objective and free from assumptions based on gender; and
 - (iii) Must acknowledge that current pre-existing views, conclusions or assessments of comparable worth or value may not be free of assumptions based on gender; and
 - (iv) Must ensure that skills, responsibilities, effort and conditions that are commonly undervalued such as social and communication skills, responsibility for wellbeing of others, emotional effort, cultural knowledge and sensitivity are considered; and
 - (v) Must ensure that dispute resolution outcomes consider current or historical gender-based discrimination and do not further promote systemic undervaluation; and
 - (vi) Must deal with the claim in a manner that is independent of the TAC or the claimant; and
 - (vii) Must consider evidence that the claim may not be isolated to the TAC subject to the claim; and
 - (viii) May jointly deal with a claim and any other dispute which has been referred to the Commissioner which relates to the same or similar systemic gender equality issues; and
 - (ix) Must consider the views of the claimant prior to jointly dealing with multiple claims or disputes; and
 - (x) May otherwise deal with the claim in any way the Commissioner considers appropriate, consistent with the requirements of the *Gender Equality Act 2020* (Vic). This can include mediation, conciliation, making recommendations or offering opinions.

- j) If a claim is unable to be resolved by the Commissioner, either the claimant or the TAC may refer the claim to the FWC as a dispute of a collective character for resolution pursuant to clause 68.
- k) This clause does not apply to any dispute regarding a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
- l) A claimant may choose to be represented at any stage by a representative, including a Union representative or the TAC.
- m) The claimant and the TAC and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- n) Whilst a claim 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. No party will be prejudiced as to the final settlement of the claim by the continuance of work in accordance with this clause.

29.5 Gender Equality Action Plans

The TAC will consult with the CPSU in preparation of Gender Equality Actions Plans under the *Gender Equality Act 2020* (Vic) (or successor instrument)

30. Payment for cessation of Corporate Incentive Plan

- 30.1** Employees will be entitled to a once-off, lump sum payment equivalent to 12% of their annual salary as at 1 July 2025. This payment is made to employees for the discontinuance of the Corporate Incentive Plan under the predecessor to this Agreement. Payment will be made as soon as practicable after 1 December 2025.
- 30.2** To be eligible for the payment in clause 30.1, an employee must be employed by the TAC on 1 July 2025 and remain employed by the TAC at the date of the payment.
- 30.3** The payment will be made on a pro-rata basis for part-time employees and employees on unpaid leave.

31. Accident Make Up Pay

- 31.1** Where an employee is absent from duty due to a work-related injury for which they are entitled to receive weekly payments of compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (or successor instrument), the employee will be entitled to accident make-up pay equivalent to their normal salary less the amount of weekly compensation payments.
- 31.2 Payment – maximum entitlement**
 - a) The TAC will continue to provide accident make-up pay to the employee for either a continuous period of more than 52 weeks, or an aggregate period of more than 261 working days, or an aggregate of more than 1984 hours (2088 hours for employees whose ordinary hours of duty average 80 hours per fortnight), unless employment ceases.

- b) An entitlement to accident make-up pay will cease when the Employee has been absent from work for either a continuous period of 52 weeks, or an aggregate period of 261 working days, or an aggregate of 1984 hours (2088 hours for Employees whose ordinary hours of duty average 80 hours per fortnight) or when employment ceases or when the benefits payable under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) cease.
 - c) The TAC may grant the employee leave without pay where an entitlement to accident make-up pay has ended.
- 31.3** For the avoidance of doubt, an employee may, with the TAC's consent, take annual leave, long service leave or substitute leave whilst receiving accident make up pay.
- 31.4** For an injury prior to the proclamation of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), a reference to that Act shall be deemed to be a reference to the *Accident Compensation Act 1985* (Vic) (or successor instrument).

32. Salary Packaging

An ongoing 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.

33. Expenses

- 33.1** 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.
- 33.2** 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.
- 33.3** 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.
- 33.4 Permanent relocation of usual place of work requiring residential relocation**
- If the TAC considers that it is reasonable and necessary for an employee to move residence as a result of a permanent relocation from one work location to another, and the relocation arises from transfer as a result of redeployment, the employee may be entitled to:
- a) up to 3 days' paid leave associated with the relocation; and
 - b) reimbursement of reasonable expenses incurred by the employee upon agreement with the TAC which may include:
 - (i) the journey to the new location, including meals and accommodation;
 - (ii) removal, storage and insurance.

34. Costs of Employment Related Legal Proceedings

- 34.1** 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.
- 34.2** Where legal proceedings are initiated 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.
- 34.3** 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.

35. First Aid Allowance

- 35.1** An employee who, in addition to their normal duties, agrees to be appointed by the TAC as a first aid attendant and who is the holder of current first aid qualifications from an accredited organisation (such as St John Ambulance or the Red Cross) will be paid a first aid allowance in accordance with the following table:

	1 July 2025	1 July 2026	1 July 2027	1 July 2028
First Aid Allowance (fortnightly)	\$49.17	\$50.65	\$52.16	\$53.72

36. Annual Leave

36.1 Entitlement to Annual Leave

- 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.
- Annual leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- 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.

36.2 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.

36.3 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.

36.4 Annual Leave service accruals

- a) For the purpose of calculating the accrual of annual leave, service will include:
- b) all paid leave;
- c) any period where accident make up pay is paid; and
- d) any periods of unpaid leave specified in this Agreement to count as service.

36.5 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.

37. Purchased Leave

37.1 The purchased leave scheme is a voluntary scheme that is intended to provide flexibility in employment for employees with personal responsibilities and for employees who wish to extend their leave options.

37.2 The purchased leave scheme is available to all employees, except casual employees and fixed-term employees on appointments of less than 12 months.

- 37.3** 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.
- 37.4** 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.
- 37.5** 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.
- 37.6** 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:

Portion 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

- 37.7** 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.

38. Deferred Salary Scheme

- 38.1** 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.
- 38.2** 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.
- 38.3** 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.
- 38.4** 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.
- 38.5** 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.

39. Long Service Leave

39.1 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.

39.2 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.

39.3 Period of leave

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

39.4 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 68 of this Agreement.

39.5 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

completion of 4 years continuous service, the pro-rata payment will be made to their estate.

- c) For the purposes of clause a) and b), the total amount of the employee's long service leave entitlement, calculated as at the day on which the employment ends, is due and payable to the employee on that day.

39.6 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.

39.7 Long Service Leave accrual

- 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) Long service leave will continue to accrue during an absence after birth or adoption of a child (other than in the case of a casual employee) on unpaid parental leave which, in combination with any period of paid parental leave, totals 52 weeks or less.
- c) 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.

39.8 Recognised Prior Service

- a) The TAC will recognise public sector service for the purposes of long service leave in accordance with this clause
- b) The TAC will not recognise prior public sector service for the purpose of any other leave or service accrual.
- c) 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.
- d) 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.
- e) Prior service will only be recognised provided that breaks in such service do not exceed 12 months or in special circumstances up to 5 years.

40. Personal/Carer's Leave

40.1 Paid Personal/Carer's Leave

- a) An employee, other than a casual employee, is entitled to be paid personal/carers leave when they are absent because of:

- (i) personal illness or injury; or
- (ii) personal illness or injury of an employee's immediate family, household member or assistance animal who requires the employee's care or support; or
- (iii) an unexpected emergency affecting an employee's immediate family, household member or assistance animal; or
- (iv) attendance at a medical appointment with a registered practitioner.

40.2 Amount and accrual of paid Personal/Carer's Leave

Employees will be credited with paid personal/carers leave on the following basis:

- a) a credit of 15 days personal/carers leave on commencement of employment with the TAC;
- b) a further credit of 15 days personal/carers 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/carers leave accumulates from year to year.

40.3 Notice

- a) An employee must inform their manager 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.
- b) An employee must provide their manager the reason for the absence and the estimated duration of the absence.

40.4 Evidence requirements

a) Personal leave

An employee must provide the TAC with a medical certificate or evidence of attendance at a medical appointment from a registered practitioner to be paid personal leave.

b) Carer's leave

- (i) An employee must provide the TAC with appropriate documentary evidence to be paid carer's leave.
- (ii) The form of evidence required by the TAC will depend on the circumstances of the carer's leave request. This may include:
 - (a) a medical certificate from a registered practitioner; or
 - (b) evidence from a registered veterinary practitioner (in the case of an assistance animal); or
 - (c) a statutory declaration stating that the condition of the person or assistance animal concerned requires the employee's care or support; or
 - (d) other relevant documentary evidence.
- (iii) Additional evidentiary requirements for an assistance animal

- (a) The TAC may require the employee to provide appropriate documentary evidence that states the assistance animal is within the definition of an assistance animal at clause 2.
- (b) The form of evidence may include an accreditation certificate, proof of training or a statutory declaration stating the animal is an assistance animal.

40.5 Exception

- a) An employee may take up to an aggregate of 7 days or equivalent pro-rata amount accrued personal/carer's leave in each year of employment, without having to provide the TAC with the documentary evidence required by clause 40.4.
- b) If an employee cannot reasonably provide documentary evidence from a registered practitioner for personal leave, the employee may provide a statutory declaration. The statutory declaration must state why the employee was unable to attend a registered practitioner and the reason why they were unable to attend work.
- c) Chronic Health Conditions
 - (i) An employee with a chronic health condition, or an employee who provides care for someone with a chronic health condition (in accordance with clause 40.1, will not be required to provide evidence for each absence related to the condition. This is in addition to the entitlement in clause a) An employee must provide the TAC with a medical certificate from a Registered Practitioner or other appropriate documentary evidence in accordance with clause 40.4 that confirms the health condition and would satisfy a reasonable person of their entitlement to take leave under this clause.
 - (ii) Notwithstanding clause (i) the TAC may require that an employee:
 - provide a further medical certificate from a Registered Practitioner where the employee has been on personal or carers leave for at least six weeks; or
 - provide appropriate documentary evidence at any time consistent with clause 40.4.

40.6 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.

40.7 Unpaid Carer's Leave

- a) An employee who has exhausted their paid personal/carer's leave entitlements may take up to 2 days unpaid carer's leave for each occasion the employee is required to provide care or support in the circumstances outlined in clause 40.1a)(i) or 40.1a)(ii)
- b) The employee is required to comply with the notice and evidence requirements set out in clause 40.3 and 40.4.
- c) Unpaid carer's leave does not count as service, except for parental leave.

40.8 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, household, or assistance animal 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.

40.9 Unpaid Personal Leave

If all paid personal/carer's leave credits are exhausted, an employee may take unpaid personal leave provided the employee complies with the notice and evidence requirements set out in clauses 40.3 and 40.4 above.

40.10 Special Leave

After exhausting all personal/carer's 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 chronic health conditions, may apply to access special leave in accordance with clause 59.

41. Compassionate Leave

41.1 An employee, other than a casual employee, will be granted up to 5 days paid leave for each occasion when:

- a) a member of the employee's immediate family, or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life; or
- b) dies; a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- c) the employee, or the employee's spouse or de facto partner, has a miscarriage; or
- d) there is a pressing necessity considered by the TAC to warrant such leave; or
- e) any of the occasions described in clause 41.5 arises.

41.2 For the avoidance of doubt, clause 41.1c) does not apply to a former spouse, or former de facto partner, of the employee (unless the employee would have been a parent of the child if the child had been born alive).

41.3 An employee may take unpaid compassionate leave by agreement with the TAC.

41.4 The TAC may require the employee to provide satisfactory evidence to support the taking of paid or unpaid compassionate leave.

41.5 Other significant family or personal connections

An employee is entitled to compassionate leave:

- a) when a person with a significant family or personal connection to the employee (including extended notions of kin and family), but who is not a member of the employees' immediate family or household, dies or sustains a personal illness or injury that poses a threat to that person's life; or

- b) for any Sorry Business for Aboriginal and/or Torres Strait Islander people who the employee has a significant family or personal connection with (including extended notions of kin and family), but who is not a member of the employees' immediate family or household.

42. Family and Domestic Violence Leave

42.1 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 employees that experience family and domestic violence.
- b) Leave for family violence purposes is available to employees who are experiencing family and domestic 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.

42.2 Definition of Family Violence

Family and domestic violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008* (Vic) (or successor instrument).

42.3 Eligibility

- a) Leave for family and domestic violence purposes is available to all employees.
- b) Where a casual employee takes a period of family violence leave under this clause, the TAC will pay the casual employee at their full rate of pay, calculated as if the employee had worked the hours for which they were rostered for. For the avoidance of doubt, an employee will be taken to have been rostered to work if they have accepted an offer of work from the TAC for those hours.

42.4 General Measures

- a) Evidence of family and domestic 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 and domestic 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 and domestic violence and associated privacy issues. The TAC will advertise the name of any Family Violence contacts within the workplace.
- e) An employee experiencing family and domestic violence may raise the issue with their immediate manager, Family Violence contacts, union delegate or nominated People, Culture & Engagement contact. The immediate manager may seek advice from People, Culture & Engagement if the employee chooses not to see the People, Culture & Engagement or Family Violence contact.

- f) Where requested by an employee, the People, Culture & Engagement 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 42.5 and clause 42.6.
- 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 and domestic violence.

42.5 Leave

- a) An employee experiencing family and domestic violence will have access of up 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 and domestic 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 42.4a) from an employee seeking to utilise their personal/carer's leave entitlement.

42.6 Individual Support

- a) In order to provide support to an employee experiencing family and domestic 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 and domestic violence, the terms and conditions of employment may revert to the terms and conditions applicable to the employee's substantive/ongoing position.
- c) An employee experiencing family and domestic 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 and domestic violence will be given information regarding current support services.

43. Disability Leave

- 43.1** An employee with a disability is entitled to access up to 76 hours of paid leave per calendar year to attend counselling, treatment, assessment or rehabilitation related to their disability as part of managing their disability and maintaining their health and wellbeing.

- 43.2** For the purposes of this clause, disability includes long-term (lasting 6-months or more) physical, mental health, intellectual, cognitive, neurological or sensory impairments which, in interaction with various attitudinal and environmental barriers, may hinder full and effective participation in society on an equal basis with others.
- 43.3** Disability Leave is not a replacement for Personal Leave and can only be taken when the employee is taking professionally advised, generally pre-planned leave, related to their disability.
- 43.4** An employee must, if required by the TAC, provide satisfactory supporting evidence that the leave will be taken for a reason specified in clause 43.1.
- 43.5** The leave does not accumulate from year to year.
- 43.6** An employee who has exhausted their yearly allocation of additional leave under this clause may apply for further leave which will be given at the discretion of the TAC.
- 43.7** The TAC will provide flexibility, where possible, to allow the employee the ability to leave work and return on the same day.

44. Gender Affirmation Leave

- 44.1** The TAC recognises that some employees may require leave to undertake a gender transition or to define their gender identity.
- 44.2** An employee (other than a casual employee) who has affirmed their gender or is undergoing a gender affirmation is entitled to Gender Affirmation Leave for the purpose of supporting the employee's affirmation/transition.
- 44.3** An employee may give effect to their transition in a number of ways and is not required to be undergoing specific types of changes, such as surgery, to access leave under this clause.
- 44.4** This leave is to be taken by the employee flexibly over the employee's employment at the TAC.

44.5 Amount of Gender Affirmation Leave

- a) Gender Affirmation Leave will comprise:
- (i) up to 4 weeks (20 days) paid leave for essential and necessary gender affirmation procedures; and
 - (ii) up to 48 weeks of unpaid leave.
- b) An employee who is entitled to unpaid Gender Affirmation Leave may, in conjunction with all or part of that leave utilise accrued Annual or Long Service Leave, provided that the combined total of all paid and unpaid leave taken does not exceed 52 continuous weeks.
- c) Gender Affirmation Leave may be taken as consecutive, single or part days upon agreement.
- d) Leave under this clause will not accrue from year to year and cannot be cashed out upon termination of employment.
- e) Essential gender affirmation procedures may include:
- (i) medical or psychological appointments, or
 - (ii) hormonal appointments, or

- (iii) surgery and associated appointments, or
- (iv) appointments to alter the employee's legal status or amend the employee's gender on legal documentation, or
- (v) any other similar necessary appointment or procedure to give effect to the employee's affirmation as agreed with the TAC.

44.6 Gender Affirmation Leave – Casual Employees

A casual employee can access unpaid leave of up to 52 continuous week's duration for gender affirmation purposes.

44.7 Notice and evidence requirements

- a) An employee seeking to access Gender Affirmation Leave must provide 4 weeks' written notice of their intended commencement date and expected period of leave, unless otherwise agreed. Approval of a request to access leave will not be unreasonably withheld, provided that the granting of such leave will not unduly affect the TAC's operational requirements.
- b) An employee may be asked to provide suitable documentation or evidence to support the taking of this leave.

45. Community Leave

45.1 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 2 years.

45.2 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 13 hours per month; or
 - (ii) Councillor – up to 6.5 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 13 hours per month; or
 - (ii) Committee member – up to 6.5 hours per month.
- c) An employee who requests leave under this clause must provide satisfactory evidence of their election or appointment, the duration of the term of office and proposed dates of attendance required.

46. Leave for Blood Product and Organ Donations

- 46.1** Leave may be granted to an employee without loss of pay to visit an Australian Red Cross Lifeblood Donor Centre 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.

- 46.2** Where a TAC employee is donating an organ, the TAC will provide 342 hours of paid 'Organ Donor' leave to the employee. If required, an employee must provide the TAC with evidence of organ donation from a registered practitioner or health service provider

47. Jury Duty Leave

- 47.1** An employee that is required to appear and serve as a juror under the *Juries Act 2000* (Vic) (or successor instrument), 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.
- 47.2** Any compensation paid to the employee in accordance with the *Juries Act 2000* (Vic) 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.

48. Wellbeing and Social Leave

- 48.1** 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.
- 48.2** 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.
- 48.3** 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:
- a) Mental Illness;
 - b) Family and Domestic Violence;
 - c) Drug, Alcohol, and Gambling Addiction;
 - d) Serious and Chronic Illness and Injury.
- 48.4** The TAC will develop initiatives that help provide support to employees impacted by these issues.
- 48.5** In some cases, the TAC, in its discretion, may give an employee access to clause 59 if they are affected by these types of issues and their ability to attend work is impacted.

49. Leave to engage in Voluntary Emergency Management Activities

- 49.1** An employee who engages in a voluntary emergency management activity with a recognised emergency management body that requires the attendance of the employee at a time when the employee would otherwise be required to be at work is entitled to leave with pay for:

- a) time when the employee engages in the activity; and
- b) reasonable travelling time associated with the activity; and
- c) reasonable rest time immediately following the activity.

- 49.2** The employee must advise the TAC as soon as reasonably practicable if the employee is required to attend a voluntary emergency management activity and must advise the TAC of the expected or likely duration of the employee's attendance. The employee must provide a certificate of attendance or other evidence of attendance as reasonably requested by the TAC.
- 49.3** Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.
- 49.4** An employee who is required to attain qualifications or to requalify to perform activities in an emergency management body must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the TAC.

50. Defence Force Leave

- 50.1** Leave with pay maybe granted for defence force service in accordance with the *Defence Reserve Service Protection Act 2001* (Cth) (or successor instrument).
- 50.2** 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.
- 50.3** 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.
- 50.4** Where an employee is injured or becomes ill while on defence force leave, the employee may utilise accrued personal leave after the paid period of defence force leave expires. Such personal leave may only be utilised as is necessary to top up the employee's earnings to the normal level during personal leave after allowance is made for any compensation that the employee receives from the Commonwealth.
- 50.5** An employee who is requesting Defence Force leave should provide to the TAC written advice from the Australian Defence Force (ADF) or Defence Reserve Service confirming the dates of required attendance.

51. Volunteering Leave

- 51.1** An employee, other than a casual employee, is eligible for 1 paid day (7.6 hours) of volunteering leave per calendar year with a local community organisation.
- 51.2** Volunteering leave is not pro-rata for part-time employees.
- 51.3** Volunteering leave is not cumulative and cannot be carried over to the following year.

52. Cultural and Ceremonial Leave

52.1 Ceremonial Leave

- a) Ceremonial leave will be granted to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
 - (i) connected with the death of a member of the immediate family or extended family (provided that no employee shall have an existing entitlement reduced as a result of this clause); or
 - (ii) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.
- b) Where ceremonial leave is taken for the purposes outlined in clause a), up to 3 days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the employee.
- c) Employees can request up to 5 days additional unpaid ceremonial leave in each year of employment.
- d) Ceremonial leave granted under this clause is in addition to compassionate leave granted under clause 41.
- e) Paid and unpaid ceremonial leave will count as service for all purposes.

52.2 NAIDOC Leave

An employee of Aboriginal or Torres Strait Islander descent is entitled to 1 day of paid leave to participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities and events each year.

53. Leave to participate in the First Peoples' Assembly of Victoria

- 53.1 An employee who is a member of the First Peoples' Assembly of Victoria can access up to 10 days paid leave per calendar year to fulfil their official functions during their term of office.
- 53.2 Leave will be available to attend sessions of the First Peoples' Assembly of Victoria, participate in constituent consultation relevant to their role or any other ancillary purpose as agreed with the TAC.
- 53.3 An employee may also utilise flexible working arrangements, in addition to leave provided in this clause, to help support their representative functions, with the agreement of the TAC.
- 53.4 Leave under this clause will not accrue from year to year and cannot be cashed out on termination of employment.

54. Parental Leave

54.1 Application

- a) Eligible employees are entitled to parental leave under this clause if the leave is associated with:

- (i) the birth of a child of the employee, the employee's partner or the employee's legal surrogate or the placement of a child with the employee for adoption; and
 - (ii) the employee has or will have a responsibility for the care of the child.
- b) An employee currently on parental leave is not required to return to work in order to access a further period of parental leave under this clause.

54.2 Definitions

Unless the contrary intention appears, the meaning of the following defined terms in this clause are:

Term	Meaning
Eligible Employee	<ul style="list-style-type: none"> (a) a full-time or part-time employee, whether employed on an ongoing or fixed-term basis, or (b) an eligible casual employee who has been employed for a period or sequence of periods of employment of at least 12 months, and for accessing parental leave under this clause, a reasonable expectation of continuing employment with the TAC on a regular and systematic basis.
Child	<ul style="list-style-type: none"> (a) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's partner or the employee's legal surrogate; or (b) in relation to adoption-related leave, a child (or children) who will be placed with an employee, and: <ul style="list-style-type: none"> • 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 partner.
Primary Caregiver	The person who takes primary responsibility for the care of a newborn or newly adopted child. The Primary Caregiver is the person who meets the child's needs more than anyone else. Only one person can be a child's Primary Caregiver on a particular day.
Secondary Caregiver	A person who has parental responsibility for the child but is not the Primary Caregiver.
Stillborn	<p>Stillborn and stillbirth means the birth of a child:</p> <ul style="list-style-type: none"> (a) who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and (b) who has not breathed since delivery; and (c) whose heart has not beaten since delivery.

Term	Meaning
Partner	Includes a de facto partner, former partner or former de facto partner. The employee's de facto partner 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.

54.3 Summary of Parental Leave Entitlements

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

	Paid Leave	Unpaid Leave	Total
Primary Caregiver			
Primary Caregiver	16 weeks	Up to 36 weeks	52 weeks
Primary Caregiver (multiple births)	20 weeks	Up to 36 weeks	56 weeks
Eligible Casual Employee	0 weeks	Up to 52 weeks	52 weeks
Secondary Caregiver			
Secondary Caregiver	4 weeks	Up to 48 weeks	52 weeks
When a Secondary Caregiver takes over the primary responsibility for the care of the child within the first 78 weeks	An additional 12 weeks	Up to 36 weeks	52 weeks
Eligible Casual Employee	0 weeks	Up to 52 weeks	52 weeks
Pre-natal Leave			
Pregnant Employee	38 hours		
Partner	38 hours		
Pre-adoption Leave	2 days		
Permanent Care Leave			
Primary Caregiver	16 weeks	Up to 36 weeks	52 weeks
Secondary Caregiver	4 weeks	Up to 48 weeks	52 weeks
Grandparent Leave	0 weeks	Up to 52 weeks	52 weeks

54.4 Parental Leave – Primary Caregiver

- a) An employee who will be the Primary Caregiver at the time of birth or adoption of their child, is entitled to up to 52 weeks parental leave, comprising:
 - (i) 16 weeks paid parental leave; and
 - (ii) up to 36 weeks unpaid parental leave.
- b) Where a pregnancy results in the birth of more than one child, an employee who is, or will be the Primary Caregiver of those children will be entitled to:
 - (i) 20 weeks of paid parental leave; and
 - (ii) up to 36 weeks of unpaid parental leave.
- c) 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 partner is, or will be, the Primary Caregiver at the time of the birth or adoption of their child; or
 - (ii) if their partner has received, or will receive, primary carer 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.

54.5 Parental Leave – Secondary Caregiver

- a) An 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 parental leave, comprising:
 - (i) 4 weeks paid parental leave; and
 - (ii) 12 weeks additional paid Secondary Caregiver parental leave, subject to the conditions in clause 54.6; and
 - (iii) unpaid parental leave to bring the total available paid and unpaid leave to 52 weeks.
- b) Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their child.
- c) An employee cannot receive Secondary Caregiver parental leave entitlements where the employee has received Primary Caregiver parental leave entitlements in relation to their child.

54.6 Additional Paid Leave for Secondary Caregiver

- a) A Secondary Caregiver is entitled to up to an additional 12 weeks' paid leave within the first 78 weeks of the date of birth or adoption of the child provided that:
 - (i) the Secondary Caregiver assumes primary responsibility for the care of the child, by meeting the child's needs more than anyone else; and
 - (ii) the Secondary Caregiver's partner is not concurrently taking primary responsibility for the care of the child or receiving paid parental leave, primary caregiver entitlements or a similar entitlement from their employer.

54.7 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.
- b) An employee who has a partner who is pregnant 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.
- c) The employee is required to provide a medical certificate from a registered medical practitioner confirming that the employee or their partner is pregnant.
- d) Each absence on pre-natal leave must also be covered by a medical certificate.
- e) The TAC will provide flexibility, where possible, to allow the employee the ability to leave work and return on the same day.
- f) Paid pre-natal leave is not available to casual employees.

54.8 Pre-adoption Leave

- a) An employee seeking to adopt a child is entitled to 2 days paid leave for the purpose of attending any compulsory interview or examinations as are necessary as part of the adoption procedure.
- b) An employee seeking to adopt a child may also access further unpaid leave. The employee and the TAC should agree on the length of any unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to 2 days unpaid leave.
- c) Where accrued 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.
- e) The TAC will provide flexibility, where possible, to allow the employee the ability to leave work and return on the same day.
- f) Paid pre-adoption leave is not available to casual employees.

54.9 Permanent Care Leave

An employee will be entitled to access parental leave in accordance with this clause at a time agreed with the TAC if they:

- a) are granted a permanent care order in relation to the custody or guardianship of a child pursuant to the *Children, Youth and Families Act 2005* (Vic) (or successor instrument) or a permanent parenting order by the Federal Circuit and Family Court of Australia; and
- b) will be the Primary or Secondary Caregiver for that child.

54.10 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.

54.11 Access to Parental Leave for an employee whose child is born by surrogate

An employee whose child is born through a surrogacy arrangement which complies with Part 4 of the *Assisted Reproductive Treatment Act 2008* (Vic) (or successor instrument), is eligible to access the parental leave entitlements outlined in clause 55.

54.12 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 6-week period immediately prior to the expected date of birth of the child; or
 - (ii) is on paid leave under clause 54.14b).
- b) The TAC may require the employee to start parental leave if the employee:
 - (i) does not give the TAC the requested certificate within 7 days of the request; or
 - (ii) gives the TAC a medicate certificate stating that the employee is unfit for work.

54.13 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/carers' leave in accordance with clause 40.

54.14 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 6-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.

54.15 Special Leave for Premature Birth

- a) An employee is entitled to special leave for premature birth if:
 - (i) the child (or children in the case of multiple births) of an employee is born prematurely; and
 - (ii) the employee has the primary caring responsibility for the child (or children)the employee is entitled to special pre-term parental leave from the date of the birth(s) until the beginning of the week that would have been the 36th week of gestation.
- b) the entitlement to special pre-term parental leave is in addition to the entitlement for parental leave under clause 54.4.

54.16 Special Parental Leave

- a) Where the child of an employee is stillborn, the employee is entitled to the birth related paid and unpaid parental leave entitlements to which they would have been entitled under this clause if the child had been born alive.
- b) Where the pregnancy of an employee not then on parental leave terminates other than by stillbirth and does not result in the birth of a living child, the employee, may access any paid and/or unpaid personal/carer's leave entitlements in accordance with clause 40, for such periods as a registered medical practitioner certifies as necessary.
- c) If an employee's child is stillborn or dies during the 24-month period immediately following the child's date of birth, then an employee who is entitled to a period of paid or unpaid parental leave in relation to the child may:
 - (i) before the period of leave starts, give the TAC written notice cancelling the leave; or
 - (ii) if the period of leave has started, give the TAC written notice that the employee wishes to return to work on a specified day that is at least 4 weeks after the employer receives the notice.
- d) If the employee access entitlements under clause 54.16 the employee's entitlement to unpaid parental leave in relation to the child ends:
 - (i) if the employee access entitlements under clause (c)(i) - immediately after the cancellation of the leave; or
 - (ii) if the employee access entitlements under clause (c)(ii) - immediately before the specified day.

54.17 Hospitalised Children

- a) An employee and the TAC may agree to suspend the parental leave for a period while the child remains in hospital (the hospitalised period) if:
 - (i) the child is required to remain in hospital after the child's birth, or is hospitalised immediately after the child's birth for reasons such as:
 - (a) the child was born prematurely; or
 - (b) the child developed a complication or contracted an illness during the child's period of gestation or at birth; or
 - (c) the child developed a complication or contracted an illness following the child's birth; and
 - (ii) an employee, whether before or after the birth of the child, has given notice for taking a period of parental leave in accordance with clause 54.18 (the original parental leave period) in relation to the child.
- b) If the employee and TAC so agree, then the following rules have effect:
 - (i) during the hospitalised period, the employee is taken to not be on parental leave;
 - (ii) the hospitalised period does not break the continuity of the original parental leave period;
 - (iii) the end date for the original parental leave period is extended by a period equal to the hospitalised period.
- c) The hospitalised period must start after the birth of the child.
- d) The hospitalised period ends at the earliest of the following:

- (i) the time agreed by the employee and TAC;
- (ii) the end of the day of the child's first discharge from hospital after birth;
- (iii) if the child dies before being discharged—the end of the day the child dies.
- e) Only one period may be agreed to under clause a) for which the employee's parental leave will be suspended in relation to the child.
- f) The employee must, if required by the TAC, give the TAC evidence that would satisfy a reasonable person of either or both of the following:
 - (i) that clause (a)(i) applies in relation to the child;
 - (ii) that the employee is fit for work.
- g) Without limiting clause f) the TAC may require the evidence referred to in that subclause to be a medical certificate

54.18 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; and
 - (ii) the particulars of any parental leave taken or proposed to be taken or applied for by the employee's partner; 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 4 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 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) for 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) for 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 the 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.

54.19 Commencement of Parental Leave

- a) An employee who is pregnant may commence Primary Caregiver parental leave at any time within 16 weeks prior to the expected date of birth of the child. In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the child.

- b) Secondary Caregiver parental leave may commence up to 1 week prior to the expected birth or placement of the child. When a Secondary Caregiver takes additional paid leave in accordance with clause 54.6, the additional leave will commence on the date the employee takes on primary responsibility for the care of a child.
- c) The TAC and employee may agree to alternative arrangements regarding the commencement of parental leave.
- d) The period of parental leave for the purpose of calculating an employee's maximum entitlement to paid and unpaid parental leave will commence from the date parental leave commences or otherwise no later than the date of birth of the child, irrespective of when the employee elects to use any paid entitlements they may have under this clause.

54.20 Rules for taking parental leave entitlements

- a) Parental leave is to be available to only one parent at a time, except parents may take up to 8 weeks leave concurrently with each other, comprising any paid leave to which the employee may be eligible for under clause 54.3 or unpaid, in connection with the birth or adoption of their child (concurrent leave).
- b) Concurrent leave may commence 1 week prior to the expected date of birth of the child or the time of placement in the case of adoption. 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.
- c) While an employee's eligibility for parental leave is determined at the time of birth or adoption of the child, the employee and the TAC may agree to permit the employee to use the paid leave entitlements outlined in this clause at any time:
 - d) within the first 52 weeks of parental leave; or
 - e) where an extension is granted under clause 54.25b), within the first 78 weeks; or
 - f) where clause 54.6 is invoked or otherwise within the first 104 weeks.
- g) Parental leave does not need to be taken in a single continuous period. The TAC and employee will agree on the duration of each block of parental leave. The TAC will consider their operational requirements and the employee's personal and family circumstances in considering requests for parental leave in more than one continuous period. Approval of such requests will not be unreasonably refused.

54.21 Using other accrued leave in conjunction with Parental Leave

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 54.25b).

54.22 Public holidays during a period of Parental Leave

Where a Public Holiday occurs during a period of paid parental leave and the day would have otherwise been an ordinary working day based on the employee's work pattern at the time of their parental leave application, 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.

54.23 Effect of unpaid Parental Leave on an employee's continuity of employment

Other than provided for in clause 39 unpaid parental leave under clauses 54.4, 54.5, 54.25 shall not break an employee's continuity of employment but it will not count as service for leave accrual or other purposes.

54.24 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.

54.25 Extending Parental Leave

- a) Extending the period of parental leave where the initial period of parental leave is less than 52 weeks (or 56 weeks in case of multiple births):
 - (i) An employee, who is on an initial period of parental leave of less than 52 weeks under clause 54.4 or 54.5, 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 4 weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.
 - (iii) In the case of multiple births, clause 54.25 will apply as though a reference to 52 weeks is a reference to 56 weeks.
- b) Right to request an extension to parental leave beyond the initial 52 weeks (or 56 weeks in case of multiple births) period to a maximum of 104 weeks (or 108 weeks in the case of multiple births):**
 - (i) An employee who is on parental leave under clause 54.4 or 54.5 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 a couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the 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 partner will have taken.
 - (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.

54.26 Total period of Parental Leave

- (i) The total period of parental leave, including any extensions, must not extend beyond 24 months (or 108 weeks in the case of multiple births).

- (ii) In the case of a 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 54.4 or 54.5 will reduce by the period of any extension taken by a member of the couple under clause 54.25.

54.27 Calculation of pay for the purposes of Parental Leave

- a) The calculation of weekly pay for paid parental leave purposes will be based on the employee's average number of ordinary hours over the past 3 years from the proposed commencement date of parental leave (averaging period).
- b) Where an employee has less than 3 years of service, the averaging period will be their total period of service with the TAC.
- c) The calculation will exclude any of the following periods which fall during the averaging period:
 - (i) period of unpaid parental leave, and
 - (ii) any time worked at a reduced fraction in order to better cope during pregnancy; and
 - (iii) authorised unpaid leave for an unforeseen reason beyond the employee's control; and
 - (iv) time worked at a temporary reduced time fraction on returning to work after a period of parental leave under clause 54.31c)
- d) For the purposes of clause (c)(iii), an unforeseen reason beyond the employee's control' may include, for example, a personal illness or injury suffered by the employee, or the care or support of an ill or injured immediate family or household member by the employee. This would not include leave taken for lifestyle or personal reasons, career breaks or leave to undertake other employment.
- e) The average number of weekly hours, determined in accordance with clause a) above, will be then applied to the annual salary applicable to the employee's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on leave.
- f) For the purpose of calculating the accrual of paid leave entitlements while an employee is on parental leave:
 - (i) Annual leave accrual will be determined in accordance with clauses 36.1 and 36.4;
 - (ii) Long service leave accrual will be determined in accordance with clauses 39.1, and 39.7; and
 - (iii) Personal leave accrual will be determined in accordance with clause 40.2.

These rules will apply to the employee's average number of ordinary hours, calculated in accordance with clauses a) to e).

54.28 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.

54.29 TAC Superannuation contributions in respect of Primary Caregiver Parental Leave

- a) An employee is entitled to have superannuation contributions made in respect of the period of the employee's Primary Caregiver Parental Leave.

- b) The quantum of superannuation contributions payable under this clause will be calculated based on:
- (i) the number of weeks of Primary Caregiver parental leave taken by the employee, capped at 104 weeks (or 108 weeks in the case of multiple births).; and
 - (ii) the employee's weekly pay calculated in accordance with clause 54.27 of the Agreement; and
 - (iii) the applicable contribution rate under the *Superannuation Guarantee Administration Act 1992* (Cth) (or successor instrument) at the time the payment is made.

54.30 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.

54.31 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 the employee notifies the TAC of their intention to return early at least 4 weeks prior to the new desired return date.
- (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 4 weeks from receipt of notification for the employee's return to work.

b) Returning to work at conclusion of leave

- (i) At least 4 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 (ii), an employee will be entitled to the position which they held immediately before commencing parental leave. In the case of an employee transferred to a safe job pursuant to clause 54.14 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 clause (i) such a request must be made as soon as possible but no less than 7 weeks prior to the date upon which the employee is due to return to work from parental leave.
- (iii) Where a request to return to work at a reduced time-fraction under clause (i) has been approved, the employee is entitled to have superannuation contribution calculated on the basis of their salary before the reduced time- fraction

commenced for the first 12 months of the return to work arrangement under clause (i).

54.32 Lactation Breaks

- a) Employees cannot be discriminated against for breastfeeding or expressing milk in the workplace.
- b) An employee who wishes to continue breastfeeding after returning to work from a period of parental leave or keeping in touch days, may take reasonable time during working hours without loss of pay to do so.
- c) Paid lactation breaks are in addition to normal meal and rest breaks provided for in this Agreement.

54.33 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 a).

54.34 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 and 15.3 on the use of fixed-term employment to replace the employee does not apply in this case.

54.35 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.

55. Surrogacy Leave

55.1 Entitlement to leave

- a) An employee (excluding a casual employee) who enters into a formal surrogacy arrangement, which complies with Part 4 of the *Assisted Reproductive Treatment Act 2008* (Vic) (or successor instrument), as the surrogate, is entitled to access the following leave entitlements:
 - (i) Pre-Natal leave in accordance with clause 54.7 of the Agreement; and
 - (ii) Six weeks of paid leave.

55.2 Continuing to work while pregnant

- a) A pregnant employee acting as the surrogate as part of a formal surrogacy arrangement wanting to work during the six weeks before the birth may be asked to provide a medical certificate stating they are fit for work and whether there are any risks in connection to their duties.
- b) An employee who fails to provide a requested medical certificate within seven days or provides one which states they are unfit for work may be required to commence surrogacy leave.

55.3 Transfer to a Safe Job

- a) If an employee provides a medical certificate stating they are fit for work but it is inadvisable for the employee to continue in their present duties because of risks or illness the employee is entitled to be transferred to an appropriate safe job that has the same, or other agreed ordinary hours of work with no other changes to the employee's terms and conditions.
- b) If no appropriate safe job is available, the employee is entitled to take paid or unpaid (if not eligible for parental leave) 'No Safe Job Leave'.

55.4 Commencement of Surrogacy Leave

- a) An employee who is pregnant as a result of acting as a surrogate may commence paid surrogacy leave at any time within 6 weeks prior to the expected date of birth of the child. Otherwise, the period of parental leave must commence no later than the date of birth of the child, unless agreed with the TAC.
- b) Unless otherwise agreed, any entitlement to paid surrogacy leave will be paid from the date of commencement of surrogacy leave.

55.5 Surrogacy Leave and other entitlements

An employee may access, in conjunction with surrogacy leave, any other paid or unpaid entitlements available under this Agreement with the approval of the TAC.

55.6 Personal/Carer's Leave

A pregnant employee, not then on surrogacy leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carers' leave in accordance with clause 40.

55.7 Special Surrogacy Leave

- a) 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:
 - (i) 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/carers' leave entitlements in accordance with clause 40;

- (ii) where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the employee is entitled to paid special surrogacy leave not exceeding the amount of paid surrogacy leave available under clause 55.1.

55.8 Public holidays during a period of paid Surrogacy Leave

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

55.9 Notice and evidentiary requirements

- a) An employee must provide 10 weeks' written notice to the TAC of their intention to take surrogacy leave. The notification should include a Statutory Declaration which specifies:
 - (i) the intended start and end dates of the leave; and
 - (ii) if known, any other leave the employee seeks approval to take in conjunction with their surrogacy leave; and
 - (iii) for the period of surrogacy leave the employee will not engage in any conduct inconsistent with their contract of employment.
- b) The TAC may also require the employee to provide documentary evidence confirming:
 - (i) the expected date of birth of the child; and
 - (ii) the formal surrogacy arrangement, which complies with Part 4 of the *Assisted Reproductive Treatment Act 2008* (Vic).
- c) The employee must confirm these details at least 4 weeks prior to the commencement of the proposed period of surrogacy leave.

56. Foster and Kinship Care Leave

56.1 An employee who provides short-term foster or kinship care as the Primary Caregiver to a child who cannot live with their parents as a result of an eligible child protection intervention is entitled to up to 76 hours paid leave per calendar year to be taken at the time the placement of the child with the employee commences.

56.2 For the purposes of this clause Foster and Kinship Care includes:

- a) Foster Caring, which is the temporary care of a child of up to 18 years of age on a short-term basis by an employee who is an accredited foster carer.
- b) Kinship Care, which is temporary care provided by an employee who is a relative or a member of the child's social network when the child cannot live with their parents.
- c) Aboriginal and Torres Strait Islander peoples Kinship Care, which is temporary care provided by an employee who is a relative or friend of an Aboriginal child who cannot live with their parents, where Aboriginal and Torres Strait Islander family and community and Aboriginal culture are valued as central to the child's safety, stability and development.

56.3 Eligible child protection interventions include emergency respite and short-term or long-term placements on a non-permanent basis, as issued by the Victorian Department of Health and Human Services, the Children's Court or other similar federal, state or judicial authority.

- 56.4** Subject to the approval of the TAC, the paid leave provided in this clause may be used in conjunction with any other paid or unpaid leave entitlements the employee may be eligible for under this Agreement.
- 56.5** In the case of foster carer's, 15.2 hours paid leave per calendar year may be used for accreditation purposes, including attending compulsory interviews and/or training.
- 56.6** TAC may require the employee to provide reasonable evidence for the taking of the leave under this provision.

57. Assisted Reproductive Treatment Leave

- 57.1** An employee who provides a medical certificate stating that they are undergoing assisted reproductive treatment is entitled to 38 hours of paid leave per year, calculated from the date the leave is first accessed to attend appointments associated with the treatment in addition to any other leave.
- 57.2** An employee who is supporting their partner who is undergoing assisted reproductive treatment and provides a medical certificate stating such, will in addition to any other leave, be entitled to paid leave up to 38 hours per year, calculated from the date the leave is first accessed to enable the employee to attend such appointments.
- 57.3** This leave does not accumulate from year to year.
- 57.4** The TAC will provide flexibility, where possible, to allow the employee the ability to leave work and return on the same day.

58. Reproductive Health and Wellbeing Leave

58.1 Entitlement

- a) An employee is entitled to five days of paid Reproductive Health and Wellbeing Leave per year (pro-rata for part-time employees), calculated from the date the leave is first accessed, where the employee:
- (i) is unable to work as result of experiencing symptoms associated with endometriosis or poly cystic ovary syndrome, or
 - (ii) is unable to work as a result of experiencing symptoms associated with menopause or menstruation, or
 - (iii) requires medical care for treatment of, or associated with, endometriosis poly cystic ovary syndrome, or
 - (iv) is unable to work as a result of having a vasectomy procedure, or
 - (v) requires medical care due to complications associated with a pregnancy, or
 - (vi) is undertaking a medical procedure associated with fertility treatment (including egg harvesting or embryo implantation).

58.2 Notice and evidence requirements

- a) An employee requesting to take leave under this clause must advise the TAC of the duration, or expected duration, of the leave as soon as practicable, which may be a time after the leave has started.

- b) The TAC may request the employee on each occasion provide appropriate evidence, for example a medical certificate that would satisfy a reasonable person of the employee's entitlement to take leave under this clause.

58.3 Requests for other workplace supports

- a) An employee experiencing reproductive health and wellbeing difficulties in relation to the circumstances described in clause 58.1 may also request:
 - (i) to work from home during symptoms for an agreed period to facilitate attendance at or recovery from specialist medical interventions associated with the abovementioned conditions, and/or
 - (ii) other workplace supports which reduces any discomfort experienced by the Employee.
- b) Requests will be considered subject to the operational requirements of the TAC, including occupational health and safety considerations.

- 58.4** The leave under this clause is non-cumulative and will not be paid out on termination of employment.

59. Special Leave

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

60. Leave Without Pay

- 60.1** 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.
- 60.2** In circumstances where leave without pay is not granted, the TAC will provide written reasons for refusal.
- 60.3** Leave without pay under this clause will not count as service

61. Study Leave

- 61.1** 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).
- 61.2** An employee who is eligible for study leave may be granted up to 5 days of additional paid study leave per year, calculated from the date the leave is first accessed, for preparation and attendance at examinations.
- 61.3** An employee who is eligible for study leave may be granted up to five days of additional paid study leave per year, calculated from the date the leave is first accessed, to prepare for and attend examinations
- 61.4** The TAC may, at its discretion, grant an employee up to 12 months study leave with or without pay.

- 61.5** An employee who was eligible for study leave may be granted up to 1 day paid leave at the conclusion of the studies in order to attend a graduation ceremony.
- 61.6** The TAC may revoke any study leave due to unsatisfactory progress or unsatisfactory work performance.

62. Training Leave

62.1 Workplace Training

- a) In order to encourage cooperative workplace relations and facilitate the operation of this Agreement, an employee who is not otherwise eligible to access training through clause 9.6 and who has been nominated by the CPSU/Union may request to attend a designated training course in workplace relations, union delegate training, dispute resolution or grievance management.
- b) The TAC must approve up to 5 days of paid leave per year, calculated from the date the leave is first accessed 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.

62.2 Occupational Health and Safety Training

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

63. Occupational Health and Safety

63.1 Workload

- a) 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 2004* (Vic) (or successor instrument) 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.
- b) An employee or group of employees may request a review of their workload if they believe the workload is unreasonable. The request must be made in writing and set out details of the workload of the employee or group of employees and the reasons why the workload is considered unreasonable.
- c) On receipt of a request by an employee or group of employees under this clause, the TAC must give the employee a written response within 21 days, stating whether the TAC agrees to or refuses the request.

63.2 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 wellbeing.
- b) Information about DWGs from the updated register(s) will be provided in electronic format to the CPSU. Requests may be made no more than quarterly. The information provided will be in accordance with the *Privacy and Data Protection Act 2014* (Vic) (or successor instrument). 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 contract 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.

63.3 Prevention of bullying and violence at work

- a) The parties to this Agreement are committed to working together to reduce bullying and work related violence so far as is practicable in the workplace, including by:
 - (i) ensuring awareness of expected standards of behaviour, and how to prevent negative workplace behaviour. This includes but is not limited to employees, stakeholders, clients, customers and duty holders;
 - (ii) ensuring manager capability to prevent and address negative workplace behaviour;
 - (iii) ensuring consistent, best practice processes for managing negative behaviour in accordance with clause 69 processes;
 - (iv) supporting the wellbeing of all those involved in a bullying, harassment or violence matter;
 - (v) reflecting the TAC's organisational values.

63.4 Employee support and debriefing

- a) The TAC will provide support and debriefing to employees who have directly or vicariously experienced a "critical incident" during the course of the work that results in personal distress or psychological trauma. The TAC is committed to assisting the recovery of employees experiencing distress or trauma following a critical incident with the aim of returning employees to their pre-incident level of functioning as soon as possible.
- b) A critical incident is defined as an event outside the range of usual human experience which has the potential to easily overcome a person's normal ability to cope with stress. It may produce a negative psychological response in an employee who was

involved in or witnessed or otherwise deals with and/or is exposed through their course of their duties to the details of such an incident.

- c) Critical incidents in the workplace environment include, but are not limited to:
- (i) aggravated assaults; or
 - (ii) robbery; or
 - (iii) suicide or attempted suicide; or
 - (iv) murder; or
 - (v) sudden or unexpected death; or
 - (vi) hostage or siege situations; or
 - (vii) discharge of firearms; or
 - (viii) vehicle accidents involving injury and/or substantial property damage; or
 - (ix) acts of self-harm by persons in the care of others; or
 - (x) accounts of sexual violence; or
 - (xi) accounts of child abuse and domestic violence; or
 - (xii) any other serious accidents or incidents.

64. Reasonable Adjustment

- 64.1** Where an employee is injured or affected as a result of a workplace incident, the TAC will make reasonable adjustments to support the employee's ongoing employment, in accordance with its obligations under the *Equal Opportunity Act 2010* (Vic) and *Occupational Health and Safety Act 2004* (Vic).
- 64.2** Reasonable adjustments may include, but are not limited to:
- Modification of duties or tasks;
 - Temporary or permanent adjustment to working hours;
 - Provision of equipment or assistive technology;
 - Adjustment to work location or environment;
 - Access to appropriate return-to-work or wellbeing support services.
- 64.3** The employee, their treating practitioner (where relevant), a nominated return-to-work coordinator, and their union representative may be involved in identifying and implementing reasonable adjustments.
- 64.4** Reasonable adjustments will be made in a timely manner, taking into account the employee's medical advice, operational requirements, and the principle of maintaining the employee's dignity and income security.

65. Transfer to a Safe Job

- 65.1** Where an employee provides evidence, such as a medical certificate, that they are fit to work but temporarily unable to perform their usual duties or work in their usual

environment due to a work-related injury, illness, or risk to health and safety, the TAC will, where reasonably practicable, provide the employee with a temporary transfer to a safe job.

- 65.2** A temporary transfer to a safe job may involve modified duties or adjusted hours of work, and must:
- a) be consistent with the employee's skills, experience, and medical restrictions; and
 - b) not pose a further risk to the employee's health and safety.
- 65.3** Where a temporary transfer to a safe job is provided:
- a) the employee will not suffer a reduction in their ordinary rate of pay or conditions of employment;
 - b) the arrangement will be regularly reviewed with the employee and cease when the employee is able to safely return to their substantive role or suitable alternate arrangements are agreed.
- 65.4** If a temporary transfer to a safe job cannot be identified or provided, the TAC will explore alternate temporary arrangements including leave options, reasonable adjustment to the existing role, or participation in a structured return-to-work program.

66. Right to Disconnect

- 66.1** The Right to Disconnect refers to an employee's right to disengage from work and refrain from engaging in work-related communications and activities, such as emails, telephone calls or other messages, outside of the employee's ordinary hours or during periods of leave or rostered days off.
- 66.2** Unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:
- a) the TAC outside of the employee's ordinary hours; or
 - b) a third party if the contact or attempted contact relates to their work and is outside of the employee's ordinary hours.
- 66.3** Without limiting the matters that may be taken into account in determining whether a refusal is reasonable, the following must be taken into account:
- a) the reason for the contact or attempted contact;
 - b) how the contact or attempted contact is made and the level of disruption the contact or attempted contact results in;
 - c) the extent to which the employee is compensated:
 - (i) to remain available to perform work during the period in which the contact or attempted contact is made; or
 - (ii) for working additional hours outside of the employee's ordinary hours of work;
 - d) the nature of the employee's role and the employee's level of responsibility;
 - e) the employee's personal circumstances (including family or caring responsibilities).
- 66.4** Nothing in this clause prevents the TAC from requiring an employee to perform reasonable additional hours, overtime, a period of rostered on-call or be recalled to duty in accordance with the terms of this Agreement.

67. Gendered Violence

- 67.1** Gendered violence is physical, sexual, psychological or economic harm directed at a person because of their gender, gender identity, sexual orientation or because they do not adhere to dominant gender stereotypes or socially prescribed gender roles.
- a) Gendered violence includes:
 - (i) violence directed at women because they are women;
 - (ii) violence directed at a person because they identify as lesbian, gay, bisexual, trans and gender diverse, intersex, queer, asexual and questioning (LGBTIQA+);
 - (iii) violence directed at a person because they don't conform to socially prescribed gender roles or dominant definitions of masculinity or femininity.
 - b) Gender inequalities, sexism, homophobia and transphobia at work drive gendered violence in the workplace.
 - c) Gendered violence can be perpetrated by those who are external to the workplace (such as contractors) and those that are internal to the workplace (such as work peers and managers).
- 67.2** The TAC and the CPSU are committed to working together to eliminate gendered violence, so far as is practicable, in the workplace.

68. Dispute Settling Procedures

68.1 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.

68.2 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.

68.3 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.

68.4 Discussion of grievance or dispute

- a) The dispute or grievance must first be discussed by the aggrieved employee(s) with the immediate manager 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.

68.5 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.

68.6 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.

68.7 Conciliation

- 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.

68.8 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 d), 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.

68.9 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.

69. Management of Unsatisfactory Work Performance and/or Behaviour

69.1 Unsatisfactory work performance and/or behaviour will be managed in accordance with this clause, subject to applicable Victorian or Federal legislation, 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.

69.2 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
- c) documentation should be placed on the employee's personnel file.
- d) 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.
- e) 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.

69.3 Meaning of 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.

69.4 Referred unsatisfactory work performance and/or behaviour matters

The TAC may at any time elect, where there is reasonable cause, to manage the employee's work performance and/or behaviour in accordance with clause 70 (Misconduct). Once an election has been made by the TAC under this clause, any matters that have arisen under the process in this clause may be considered in the process pursuant to clause 70.

69.5 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 clear expectations in terms of how the employee should improve within a set period of time 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.

- d) A record of the formal counselling session will be placed on the employee's personnel file.

69.6 Stage 2. Formal written warning

- a) If 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 their 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 and/or behaviour will be placed on the employee's personnel file.

69.7 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.

69.8 Termination

If the employee continues to engage in unsatisfactory work performance and/or behaviour, then the employee's employment will be terminated under clause 71.2.

70. Misconduct

- 70.1** Prior to any disciplinary action being taken as a result of misconduct (including serious and 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.

- 70.2** The employee must be accorded procedural fairness at all stages of the misconduct process.

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

70.4 Referred matters under clause 69.

Any matters that have arisen under the management of unsatisfactory work performance and/or behaviour process in clause 69 may be considered in the misconduct process pursuant to this clause 70.

70.5 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.

70.6 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.

70.7 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.

70.8 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).

71. Termination of Employment

71.1 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.

71.2 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

- 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.

72. Redeployment

- 72.1** An employee, other than a fixed-term or casual employee, whose substantive role has been identified as redundant, is entitled to be considered for redeployment for 3 months.
- 72.2** Redeployment is limited to employment opportunities within the TAC.
- 72.3** Redeployment processes will be consistent with the application of the principles of fair and reasonable treatment and merit selection.
- 72.4** Where a vacancy exists for which, a redeployee is suitable and is the only candidate or the best candidate among redeployees, a valid offer will be made.
- 72.5** Redeployees will have priority access to vacancies both at the employee's classification level and below their classification level.
- 72.6** Redeployees will actively engage in the redeployment process.
- 72.7** 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 with 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 2025	1 July 2026	1 July 2027	1 July 2028
1	Minimum	\$58,216	\$59,963	\$61,762	\$63,615
	Maximum	\$71,733	\$73,885	\$76,101	\$78,384
2	Minimum	\$63,086	\$64,979	\$66,928	\$68,936
	Maximum	\$84,107	\$86,630	\$89,229	\$91,906
3	Minimum	\$74,424	\$76,657	\$78,957	\$81,326
	Maximum	\$99,242	\$102,219	\$105,286	\$108,444
4	Minimum	\$89,323	\$91,999	\$94,759	\$97,602
	Maximum	\$119,098	\$122,671	\$126,351	\$130,141
5	Minimum	\$106,355	\$109,546	\$112,832	\$116,217
	Maximum	\$159,039	\$163,810	\$168,724	\$173,786
6	Minimum	\$141,900	\$146,157	\$150,542	\$155,058
	Maximum	\$193,496	\$199,301	\$205,280	\$211,438

SIGNATURES OF PERSONS AUTHORISED TO SIGN THE AGREEMENT

Signed on behalf of the employer

Transport Accident Commission
60 Brougham Street, Geelong, Victoria 3220

Signature:  _____

Date: 01/09/2025

Tracey Slatter, Chief Executive Officer

Signed on behalf of

Community and Public Sector Union, SPSF Group
Victorian Branch Level 4 128 Exhibition Street,
Melbourne 3000

Signature:  _____

Date: 13.8.25

Jiselle Hanna, Branch Secretary, CPSU SPSF Group Victoria Branch

15 September 2025

The Fair Work Commission FWC
Matter: AG2025/2974

Applicant:

Transport Accident Commission (TAC)

Regarding:

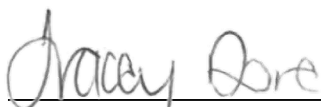
Undertaking – Section 190

I, Tracey Dore, Executive General Manager, People, Culture and Engagement, confirm that I have the authority delegated to me by the Transport Accident Commission (TAC) to provide the following undertaking in respect of the TAC Enterprise Agreement 2025–2029 (“the Agreement”):

1. The TAC does not, and will not for the duration of the Agreement, employ shiftworkers as defined in section 87(3)(a) of the Fair Work Act 2009.
2. The TAC undertakes that employees who work ordinary hours between 6:30pm and 7:00pm, Monday to Friday, are paid above award and will receive no less than they would have received under the Award.
3. The TAC does not employ any persons in positions which would be classified as Legal Officers Grade 2 if covered by the Award. However, TAC undertakes that in the event that it employs such persons in future, it will pay them in excess of the base rate of pay for a Legal Officer Grade 2 under the Award.
4. The TAC undertakes that payment for part-time employment will be for not less than 3 consecutive hours in any day worked except:
 - a. where the employee works from home by agreement with the TAC; or
 - b. in exceptional circumstances.

This undertaking is provided in response to matters raised by the Fair Work Commission in relation to the application currently before the Commission.

Yours sincerely,



Tracey Dore

Executive General Manager, People, Culture and Engagement

Transport Accident Commission