



ORDER

Workplace Relations Act 1996

Clause 2A(1)(a) Schedule 7 - Application for an order to extend pre-reform certified agreement

Clause 2A(1)(b) Schedule 7 - Application for an order to vary pre-reform certified agreement

Transport Accident Commission

v

CPSU, the Community and Public Sector Union

(AG2008/1314)

TAC/VTF ENTERPRISE AGREEMENT 2005-2008

(ODN AG2005/7948) [AG845640]

State government administration

DEPUTY PRESIDENT HAMILTON

MELBOURNE, 6 OCTOBER 2008

Application to vary and extend an agreement.

A. Pursuant to clause 2A(1)(a) of Schedule 7 of the *Workplace Relations Act 1996*, the Commission orders that the nominal expiry date of the *TAC/VTF Enterprise Agreement 2005-2008* is extended to 30 June 2011.

B. Pursuant to clause 2A(1)(b) of the *Workplace Relations Act 1996*, the Commission orders that *TAC/VTF Enterprise Agreement 2005-2008* is varied by:

1. By deleting the Preamble and replacing it with the following:

‘Preamble

The Transport Accident Commission (TAC) was established as a sole provider of transport accident injury insurance in Victoria and is governed by the Transport Accident Act 1986. The TAC administers a comprehensive compulsory third party compensation scheme for Victorians who are injured or die as a result of a transport accident. The TAC aims to continually improve its service delivery and operational effectiveness.

2009 marks a new era for the TAC: its foundation year in Geelong. It will be a time of opportunity, growth and new beginnings both at the corporate level as well as at a more personal level for each employee.

A key aim of the TAC/VTF Enterprise Agreement 2005-2008 is to provide a platform from which the TAC is able to continue to retain and reward its employees as well as assist and support them transition into the Geelong community.

Together with its employees and the union, the TAC has developed an agreement which will:

- Reward and retain TAC employees
- Support the TAC / WorkSafe collaborations
- Align the agreement to remuneration and organisational strategies
- Assist employees balance their work / family responsibilities
- Facilitate employee's involvement with the community
- Maximise the environmental efficiencies of the Geelong building

By supporting and rewarding its employees, this agreement provides the foundation for the TAC to continue to meet the needs of its clients as well as assist to position it as a corporate leader in the Geelong community.'

2. By deleting the Table of Contents and replacing it with the following:

'Table of Contents

Clause no Subject Matter

1	Title
2	Purpose
3	Parties to the Agreement
4	Application of the Agreement
5	Duration
6	No extra claims
7	Consultation
8	Rates of Pay
9	Review of Classification Structure
10	Legal Job Group Family
11	Salary Packaging
12	Market Review
13	Trainees
14	Corporate Incentive System
15	Performance & Development Review (PDR)
16	Dispute Resolution
17	Anti-Discrimination
18	Public Holidays
19	Hours of Work
19A	Hours of Work for Job Groups 5 & 6 and the Legal Job Group Family (except articulated clerks/legal trainees)
20	Overtime
21	Workforce Planning
22	Time Off for Work Outside Inherent Requirements
23	Additional Leave (48/52)

24	Deferred Salary Scheme
25	Annual Leave
26	Sick Leave
27	Family Leave
28	Long Service Leave
29	Recognition of Prior Service
30	Parental Leave
31	Permanent Care Leave
32	Compassionate Leave
33	Leave Without Pay
34	Study Leave
35	Trade Union Training / OHS Leave
36	Special Leave
37	Leave to engage in emergency related activities
38	Military Leave
39	Ceremonial Leave
40	Court attendance Leave (Jury Service)
41	Selection & Recruitment
42	Business Resumption Provision
43	Right of Representation
44	Probationary Employment
45	Categories of Employment
46	Redeployment/Retraining
47	Termination of Employment
48	Statement of Employment
49	Disciplinary Process for Unsatisfactory Work Performance and/or Behaviour
50	Serious Misconduct
51	Higher Duties
52	Accident Make Up Pay
53	Expenses
54	First Aid Allowance
55	Workload
56	Remote Work Option
57	Superannuation
58	Environmental Committee
59	Leave for Blood Donation
60	Leave to Engage in Voluntary Community Activities
61	Participation in Sporting Events

Attachments:

A – Trainees – Principles covering employment of trainees’

3. By deleting the hyphen in ‘**Clause 1 – Title**’ and inserting a single tabbed space between the words ‘**Clause 1**’ and ‘**Title**’.
4. By deleting Clause 2 – Purpose and replacing it with the following:

‘Clause 2 Variation/Extension

This agreement is comprised of the terms of the TAC/VTF Enterprise Agreement 2005 – 2008 as varied and extended by order of the Australian Industrial Relations Commission (AIRC) under clause 2A of Schedule 7 of the *Workplace Relations Act 1996 (Cth)* effective 1 October 2008.'

5. By deleting the hyphen in '**Clause 3 – Parties to the Agreement**' and inserting a single tabbed space between the words '**Clause 3**' and the words '**Parties to the Agreement**'.
6. By deleting in sub-clause 3.1 the words 'VTF and TAC in respect to all' and replacing them with the words 'TAC and all employees classified as'.
7. By deleting in sub-clause 3.1 the word 'the' after the words 'Job Group 1-6 employees and'.
8. By deleting in sub-clause 3.1 the word 'new' after the words 'employees covered by the'.
9. By inserting a full-stop at the end of sub-clause 3.1.
10. By deleting in sub-clause 3.2 the comma after the words 'of all awards'.
11. By deleting in sub-clause 3.2 the words ', (including any Australian Workplace Agreements) and,' and replacing them with the words 'and agreements and all protected award conditions, and'.
12. By deleting the last sentence in sub-clause 3.2.
13. By deleting Clause 4 – Application of the Agreement and replacing it with the following:

'Clause 4 Application of Agreement

- 4.1 This agreement applies to all Job Group 1 to 6 employees and all employees covered by the legal job group family including Articled Clerks/ Legal Trainees.
 - 4.2 No Job Group 5 or 6 employee or an employee of the new legal job group family, who was employed on an individual employment contract at the date of certification of the TAC/VTF Enterprise Agreement 2005-2008, will suffer a reduction in wages and conditions (including those over and above this agreement) as a result of the introduction of this agreement.'
14. By deleting the hyphen in '**Clause 5 – Duration**' and inserting a single tabbed space between the words '**Clause 5**' and the word '**Duration**'.
 15. By deleting the first sentence in Clause 5 and replacing it with the words 'The nominal expiry date of this agreement is 30 June 2011.'
 16. By deleting the hyphen in '**Clause 6 – No Extra Claims**' and inserting a single tabbed space between the words '**Clause 6**' and the words '**No Extra Claims**'.

17. By deleting in sub-clause 6.1 the words '6.1 Subject to clause 6.2, the' and replacing them with the word 'The'.
18. By deleting sub-clause 6.2.
19. By deleting the hyphen in '**Clause 7 – Consultation**' and inserting a single tabbed space between the words '**Clause 7**' and the word '**Consultation**'.
20. By deleting in Clause 7 the nine instances of the word 'Employer' and replacing them with the word 'TAC'.
21. By inserting in Clause 7 the word 'makes' before the words 'significant changes to existing policies'.
22. By deleting Clause 8 – Rates of Pay and replacing it with as follows:

'Clause 8 Rates of Pay

- 8.1 A 4.5 % salary increase to the base salary or TEC of eligible employees will be available from the first pay period commencing on or after the operative date that Industrial Relations Victoria receives the final submission and agreement for approval. To be eligible, employees must have been assessed as having “Met Performance Standards” or above for the 2007/2008 PDR cycle.
- 8.2 A further salary increase of 3.5% to the base salary or TEC of eligible employees will be available from the first pay period commencing on or after 1 July 2009. To be eligible, employees must be assessed as having “Met Performance Standards” or above for the 2008/2009 PDR cycle.
- 8.3 A further 4% salary increase to the base salary or TEC of eligible employees will be available from the first pay period commencing on or after 1 July 2010. To be eligible, employees must be assessed as having “Met Performance Standards” or above for the 2009/2010 PDR cycle.
- 8.4 The minimum and maximum base salaries or TEC of job groups 1 to 6 and the legal job group family set out in the tables below will be increased in accordance with the dates outlined in Clauses 8.2 and 8.3 above.

Base and TEC salaries that apply on the date of the first increase payable under this agreement, (i.e. inclusive of the first increase outlined in Clause 8.1), are set out below:

Job Group	Minimum Base Salary	Maximum Base Salary
1	\$35,489	\$43,728
2	\$38,458	\$51,272

3	\$45,371	\$60,498
4	\$54,452	\$72,600
5	\$65,131	\$97,395
6	\$86,898	\$118,498

Job Group	Minimum TEC	Maximum TEC
5	\$70,993	\$106,161
6	\$94,719	\$129,162

Legal Job Group Family*:

Title of role	Minimum TEC \$	Minimum Base Salary \$
Senior Solicitor	\$118,888	\$109,071
Solicitor	\$70,609	\$64,779
Articled Clerk / Legal Trainee		\$46,271

* Salaries outlined are Melbourne salaries. Different market salaries may apply to interstate employee lawyers.

- 8.5 TEC means the combined value of a job group 5 or job group 6 employee's or legal job group family employee's base salary and superannuation contributions made by the TAC on the employee's behalf and any salary packaged items as referred to in clause 11.
- 8.6 The TAC will pay the statutory superannuation contributions in addition to the base salary of the employee.
- 8.7 Each employee's ordinary fortnightly salary will be calculated by dividing the employee's actual annual salary by 26.
- 8.8 The maximum base salaries / TEC's specified in this agreement do not preclude the TAC from making additional salary payments to its employees at its discretion.'
- 23. By inserting in between Clause 8 and Clause 9 a new Clause 9 as follows:

'Clause 9 Review of Classification Structure

- 9.1 The TAC may during the life of this agreement review the existing classification structure applicable to job groups 1 to 6 employees (excluding the legal job group family). The aim of the review will be to develop and implement a new or modified classification structure that supports the needs of the business whilst providing a career path for employees.

- 9.2 In undertaking the review and development of a new or modified classification structure, the TAC will consult with affected employees and the CPSU on the proposed changes.
- 9.3 No employee shall suffer any loss of their base rate as a consequence of the implementation of any new or modified classification structure. No employee shall forfeit the general increases provided for in this agreement.
- 9.4 Until a new or modified classification structure has been developed and implemented, the existing classification structure in clause 8.4 will continue to apply.'

24. By deleting Clause 9 – New Legal Job Group Family and replacing it with the following:

'Clause 10 Legal Job Group Family

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

25. By deleting the hyphen in '**Clause 10 – Salary Packaging**' and inserting a single tabbed space between the words '**Clause 10**' and the words '**Salary Packaging**'.
26. By renumbering 'Clause 10 – Salary Packaging' as 'Clause 11 Salary Packaging' and renumbering the sub-clauses accordingly.
27. By inserting at the end of the first paragraph in sub-clause 10.1 (now sub-clause 11.1) the words 'and relevant State legislation'.
28. By deleting in sub-clause 10.1 (now sub-clause 11.1) the second bullet-point 'Laptop and Notebook computers'.
29. By deleting in sub-clause 10.2 (now sub-clause 11.2) the word 'Employer' and replacing it with the word 'TAC'.
30. By deleting at the first sentence of sub-clause 10.3 (now sub-clause 11.3), including the words 'No more than 50% of an employee's base salary can be sacrificed.'
31. By deleting sub-clause 10.5 (would have been sub-clause 11.5).
32. By deleting the hyphen in '**Clause 11 – Market Review**' and inserting a single tabbed space between the words '**Clause 11**' and the words '**Market Review**'.
33. By renumbering '**Clause 11 – Market Review**' as '**Clause 12 Market Review**' and renumbering the sub-clauses accordingly.

34. By deleting in sub-clause 11.1 (now sub-clause 12.1) the word 'Employer' and replacing it with the word 'TAC'.
35. By deleting in sub-clause 11.1 (now sub-clause 12.1) the two instances of the year '2006' and replacing them with the year '2009'.
36. By deleting at the start of the second sentence in sub-clause 11.1 (now sub-clause 12.1) the word 'Any' and replacing it with the words 'For any'.
37. By deleting in the second sentence of sub-clause 11.1 (now sub-clause 12.1) the word 'classification' and replacing it with the word 'market'.
38. By deleting in sub-clause 11.2 (now sub-clause 12.2) the word 'Employer' and replacing it with the word 'TAC'.
39. By renumbering sub-clause 11.2.1 as 'a)' and sub-clause 11.2.2 as 'b)'.
40. By deleting in sub-clause 11.3 (now sub-clause 12.3) the words 'will be' and replacing them with the word 'are'.
41. By deleting in sub-clause 11.3 (now sub-clause 12.3) the words 'proposed new'.
42. By deleting the hyphen in '**Clause 12 – Trainees**' and inserting a single tabbed space between the words '**Clause 12**' and the word '**Trainees**'.
43. By renumbering '**Clause 12 – Trainees**' as '**Clause 13 Trainees**'.
44. By deleting in Clause 12 (now Clause 13) the word 'Employer' and replacing it with the word 'TAC'.
45. By deleting Clause 13 – Corporate Incentive System (CIS) and replacing it with the following:

'Clause 14 Corporate Incentive System (CIS)

- 14.1 Each financial year the Board of the TAC (the Board) will set corporate targets. Payment of any corporate incentive will depend on satisfactory progress towards the corporate targets set by the Board.
- 14.2 The Board may modify or set separate targets where the general corporate targets set in clause 14.1 may compromise the professional independence of a group of employees. Where the new targets change the operation of the corporate incentive system as outlined in this clause, the TAC will consult with employees and their representatives on the proposed changes in accordance with the Consultation Clause
- 14.3 The Board will review the performance of the TAC at the end of each financial year and if the TAC has achieved in full or in part the corporate targets set by the Board a corporate lump sum payment of up to 5 % of base salary or TEC will be available to any eligible employee.

- 14.4 Employees (excluding job group 6 and equivalent employees) may be eligible to receive an additional corporate incentive payment (extra bonus). To be eligible for the extra bonus, the TAC must achieve the targets as set by the Board.
- 14.5 The Board may redefine corporate targets in subsequent years of the agreement. Information will be provided to employees and the Union as soon as practicable after the targets are set by the Board.
- 14.6 Targets set by the Board will be:
- Specific
 - Measurable
 - Verifiable
 - Reasonable
 - Within the TAC's competence and control to achieve.
- 14.7 Any corporate incentive payments determined by the Board will be paid no later than the first pay period commencing on or after 30 September each year.
- 14.8 To be eligible for a corporate incentive payment, employees must be assessed as having "Met Performance Standards" at the end of a PDR cycle and be employed by the TAC for the full PDR cycle. However, subject to meeting performance standards at the end of the PDR cycle, employees who commence after 1 July, but before 1 April, will participate on a pro-rata basis.
- 14.9 Employees are not eligible to receive a corporate incentive payment for that year if they are assessed as "Below Performance Standards" at the end of a PDR cycle or if they joined the TAC after 1 April. Furthermore, employees who resign or have their employment terminated by the TAC prior to the last working day of the PDR cycle (that is, 30 June) are not eligible to receive a corporate incentive payment.
- 14.10 Any paid leave on full pay or the equivalent will be counted as service for the purpose of participation in the CIS.
- 14.11 Leave without pay in excess of five (5) working days will not be considered as service for the purpose of participation in the CIS.
- 14.12 TAC/WorkSafe Victoria Collaborations
- 14.12.1 The Board may set a tailored and separate Corporate Incentive System (CIS) and targets specific to all or some of the TAC/WorkSafe Victoria collaborations. In undertaking the development of the tailored system, the TAC will consult with affected employees and their representatives on the proposed changes in accordance with the Consultation Clause.
- 14.12.2 Information will be provided to employees and the Union as soon as practicable after the targets are set by the Board.

14.12.2 Targets set by the Board will be:

- Specific
- Measurable
- Verifiable
- Reasonable
- Within the TAC's competence and control to achieve.

14.12.2 For the purpose of this clause, "TAC/WorkSafe Victoria collaborations" refer to any of the joint work activities undertaken by TAC in partnership with WorkSafe Victoria.'

46. By deleting the hyphen in '**Clause 14 – Performance & Development Review (PDR)**' and inserting a single tabbed space between the words '**Clause 14**' and the words '**Performance & Development Review (PDR)**'.

47. By renumbering 'Clause 14 – Performance & Development Review (PDR)' as '**Clause 15 Performance & Development Review (PDR)**' and renumbering the sub-clauses accordingly.

48. By deleting in sub-clause 14.1 (now sub-clause 15.1) the word 'Employer' and replacing it with the word 'TAC'.

49. By deleting in sub-clause 14.1 (now sub-clause 15.1) the words 'and the VTF'.

50. By inserting in sub-clause 14.4 (now sub-clause 15.4) a bullet-point at the commencement of the words 'Met Performance Standards, and' and at the commencement of the words 'Below Performance Standards.', so that the two phrases are two separate bullet-points in a list format.

51. By deleting in sub-clause 14.5 (now sub-clause 15.5) the word 'new'.

52. By inserting in sub-clause 14.5 (now sub-clause 15.5) a bullet-point at the commencement of the words 'Exceeded Performance Standards', at the commencement of the words 'Met Performance Standards, and' and at the commencement of the words 'Below Performance Standards.', so that the phrases are three separate bullet-points in a list format.

53. By deleting in sub-clause 14.6 (now sub-clause 15.6) the word 'Employer' and replacing it with the word 'TAC'.

54. By deleting the semi-colons at the end of sub-clause 14.6.1 (now sub-clause 15.6.1) and sub-clause 14.6.2 (now sub-clause 15.6.2).

55. By deleting at the end of sub-clause 14.6.3 (now sub-clause 15.6.3) the word 'and'.

56. By deleting in sub-clause 14.7 (now sub-clause 15.7) the two instances of the word 'Employer' and replacing them with the word 'TAC'.

57. By deleting in sub-clause 14.8 (now sub-clause 15.8) the words '3 months' and replacing them with the words 'three months and will not be eligible for the salary increases set out in clause 8'.
58. By replacing in sub-clause 14.9 (now sub-clause 15.9) the two instances of the phrase 'performance improvement plan' with the phrase 'Performance Improvement Plan'.
59. By deleting in sub-clause 14.10 (now sub-clause 15.10) the words 'performance development and review' before the word 'cycle' and replacing them with the word 'PDR'.
60. By deleting in sub-clause 14.10 (now sub-clause 15.10) the words '3%' before the words 'annual salary'.
61. By deleting in sub-clause 14.10 (now sub-clause 15.10) the words 'increase and any performance pay' before the words 'increases set out in clause 8'.
62. By inserting in sub-clause 14.10 (now sub-clause 15.10) the words 'and the employee may be subject to the disciplinary process outlined in clause 49' after the words 'not be available to the employee for that year' at the end of the last sentence.
63. By inserting after sub-clause 14.10 (now sub-clause 15.10) new sub-clause 15.11 as follows:

'15.11 TAC/WorkSafe Victoria Collaborations

- 15.11.1 In recognition of the unique situation of TAC employees working in roles within the TAC/WorkSafe Victoria collaborations, the TAC may during the life of this agreement develop a tailored and separate Performance and Development Review system specific for the TAC/WorkSafe collaborations.
- 15.11.2 In undertaking the development of the tailored system, the TAC will consult with affected employees and their representatives on the proposed changes in accordance with the Consultation Clause.
- 15.11.3 Should a tailored Performance and Development system be developed, it will be applied to the affected TAC employees and clause 14 (Performance and Development Review) will cease to apply to those employees.
- 15.11.4. For the purpose of this sub clause, "TAC/WorkSafe collaborations" refer to any of the joint work activities undertaken by TAC in partnership with WorkSafe.'
64. By deleting the hyphen in '**Clause 15 – Dispute Resolution**' and inserting a single tabbed space between the words '**Clause 15**' and the words '**Dispute Resolution**'.
65. By renumbering '**Clause 15 – Dispute Resolution**' as '**Clause 16 Dispute Resolution**' and renumbering the sub-clauses accordingly.

66. By deleting in the first sentence of sub-clause 15.1 (now sub-clause 16.1) the words 'between an employee covered by this agreement will' and replacing them with the words 'about a matter arising under this Agreement, other than a termination of employment, must'.
67. By deleting the semi-colons at the end of each of sub-clause 15.1.1 (now sub-clause 16.1.1), sub-clause 15.1.2 (now sub-clause 16.1.2) and sub-clause 15.1.3 (now sub-clause 16.1.3) and replacing them with full-stops.
68. By deleting in sub-clause 15.1.3 (now sub-clause 16.1.3) the word 'within' and replacing it with the word 'with'.
69. By deleting in sub-clause 15.1.3 (now sub-clause 16.1.3) the words 'Human Resources' and replacing them with the word 'People'.
70. By deleting in sub-clause 15.1.4 (now sub-clause 16.1.4) the words 'either the employee (and his/her representative) or the Union or the Employer may' and replacing them with the words 'the parties to this agreement may'.
71. By inserting in sub-clause 15.2 (now sub-clause 16.2) the words ', other than termination of employment,' in between the words 'contained in this agreement' and 'and be bound by its decisions'.
72. By deleting in sub-clause 15.3 (now sub-clause 16.3) the word 'Employer' and replacing it with the word 'TAC'.
73. By deleting the hyphen in '**Clause 16 – Anti-Discrimination**' and inserting a single tabbed space between the words '**Clause 16**' and the words '**Anti-Discrimination**'.
74. By renumbering 'Clause 16 – Anti-Discrimination' as 'Clause 17 Anti-Discrimination' and renumbering the sub-clauses accordingly.
75. By deleting in sub-clause 16.1 (now sub-clause 17.1) the reference to 'section 3(j)' and replacing it with 'section 3(m)'.
76. By inserting in sub-clause 16.1 (now sub-clause 17.1) the word '(*Cth*)' after the words '*Workplace Relations Act 1996*'.
77. By deleting the semi-colon at the end of sub-clause 16.3.1 (now sub-clause 17.3.1) and replacing it with the words 'and all Victorian law'.
78. By deleting in sub-clause 16.3.2 (now sub-clause 17.3.2) the word 'Employer' and replacing it with the word 'TAC'.
79. By deleting at the end of sub-clause 16.3.2 (now sub-clause 17.3.2) the word 'and'.
80. By deleting in sub-clause 16.3.3 (now sub-clause 17.3.3) the words 'section 170CK(3) and (4)' and replacing it with the words 'section 659 (3) and (4)'.

81. By inserting at the end of sub-clause 16.3.3 (now sub-clause 17.3.3) the word '(Cth)' after the words 'Workplace Relations Act 1996'.

82. By deleting the hyphen in '**Clause 17 – Public Holidays**' and inserting a single tabbed space between the words '**Clause 17**' and the words '**Public Holidays**'.

83. By renumbering '**Clause 17 – Public Holidays**' as '**Clause 18 Public Holidays**' and renumbering the sub-clauses accordingly.

84. By deleting in sub-clause 17.1 (now sub-clause 18.1) the words 'and the VTF' in between the words 'TAC' and 'also agrees'.

85. By inserting after sub-clause 17.4 (now sub-clause 18.4) new sub-clause 18.5 as follows:

'18.5 As of January 2009, employees will not be entitled to Melbourne Cup Day as provided in clause 18.1. Instead, employees will be entitled to Geelong Cup Day (in lieu of Melbourne Cup Day).'

86. By renumbering sub-clause 17.5 as sub-clause 18.6, sub-clause 17.6 as sub-clause 18.7 and sub-clause 17.7 as sub-clause 18.8.

87. By deleting in sub-clause 17.5 (now sub-clause 18.6) the two instances of the word 'Employer' and replacing them with the word 'TAC'.

88. By deleting in sub-clause 17.6 (now sub-clause 18.7) the word 'regional' and replacing it with the word 'local'.

89. By deleting in sub-clause 17.6 (now sub-clause 18.7) the word 'Melbourne' and replacing it with the word 'Geelong'.

90. By inserting after sub-clause 17.7 (now sub-clause 18.8) new sub-clause 18.9 as follows:

'18.9 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.'

91. By deleting the heading 'Clause 18 – Hours of Work and Overtime Hours of Work' and deleting under it sub-clauses 18.1 to 18.3 and replacing them as follows:

'Clause 19 Hours of Work

19.1 Ordinary hours

19.1.1 Ordinary full-time hours will be an average of 76 hours per fortnight (exclusive of meal breaks), worked between 7am and 7pm on any days.

19.2 Spread of hours

19.2.1 Flexible arrangement of hours of work: Existing hours worked by employees may be varied by agreement consistent with the need to balance between the commercial and operational needs of the TAC, and the employees' family and social responsibilities, and their work obligations.

19.2.2 Arrangement of hours:

- (i) An employee's ordinary hours of work will include an average of at least two consecutive days absence from work each week.
- (ii) No more than 11 hours can be counted as ordinary.
- (iii) All arrangements for ordinary hours will include a requirement for a minimum 30 minute meal break after five hours.

19.3 Flexi-time

19.3.1 Flexi-time arrangements apply to positions covered by this agreement (excluding job group 5, 6 and positions covered by the legal job group family) unless otherwise agreed;

19.3.2 Flexitime must be worked between the hours of 7.45am and 5.45pm Monday to Friday unless local arrangements are negotiated; and

19.3.3 For the purposes of calculating flexitime, an employee can not record more than a maximum total of 9 hours and 30 minutes in any one working day.

19.4 If the work commitments of a position mean that flexi-time arrangements are not appropriate in the circumstances then the manager will consult with the relevant employee/s. In this event the manager and employee/s will discuss the working hours arrangements required and will agree on one of the following arrangements which best suit the business needs of the area/department/division:

- (i) 19 days in a four week period; or
- (ii) 9 day fortnight; or
- (iii) Standard TAC working hours 8.15am to 4.36pm (i.e. 7 hours and 36 minutes per day); or
- (iv) A variation to the standard working arrangement in that an employee may start or finish earlier or later than the standard working hours (must be within the span of hours listed above); or
- (v) A variation in that work may be performed over a reduced number of attendances during a working week although the ordinary hours shall average 38 hours a week (overtime will not be payable in this event).

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

92. By inserting, after new sub-clause 19.5, new Clause 19A as follows:

'Clause 19A Hours of Work for Job Group 5 & 6 and the Legal Job Group Family (except Articled Clerks / Legal Trainees)

Ordinary full-time hours for employees in job groups 5 and 6 or the legal job group family (except articled clerks / legal trainees) will be an average of 76 hours per fortnight (exclusive of meal breaks averaged over each 12 month period of employment commencing on the employee's start date and each anniversary of his/her start date), worked between 7am and 7pm on any days, and such reasonable additional hours as may be required. The whole of clauses 19 and 20 in this agreement do not apply to employees in job groups 5 and 6 or the legal job group family (except articled clerks/ legal trainees).'

93. By renumbering and renaming sub-clause '18.4 Overtime' as 'Clause 20 Overtime'.

94. By applying the new sub-clause number '20.1' to the first paragraph in sub-clause 18.4 (now Clause 20).

95. By renumbering sub-clause 18.4.1 to 20.1.1, sub-clause 18.4.2 to 20.1.2, sub-clause 18.4.3 to 20.1.3, sub-clause 18.4.4 to 20.1.4, sub-clause 18.4.5 to 20.1.5, sub-clause 18.4.6 to 20.1.6, sub-clause 18.4.7 to 20.1.7, sub-clause 18.4.8 to 20.1.8, sub-clause 18.4.9 to 20.1.9, sub-clause 18.4.10 to 20.1.10, sub-clause 18.4.11 to 20.1.11, and sub-clause 18.4.12 to 20.1.12.

96. By deleting in the first sentence of sub-clause 18.4 (now sub-clause 20.1) the word 'Employer' and replacing it with the word 'TAC'.

97. By deleting in sub-clause 18.4.1 (now sub-clause 20.1.1) the semi-colon after the word 'hours' and replacing it with a full-stop.

98. By deleting in sub-clause 18.4.2 (now sub-clause 20.1.2) the word 'Employer' and replacing it with the word 'TAC'.

99. By deleting in sub-clause 18.4.3 (now sub-clause 20.1.3) the word 'On' before the words 'a Monday to Friday' and replacing it with the words 'For overtime worked on'.

100. By deleting in sub-clause 18.4.3 (now sub-clause 20.1.3) the word 'Employer' and replacing it with the word 'TAC'.

101. By deleting in sub-clause 18.4.3 (now sub-clause 20.1.3) the words 'On a' before the words 'weekend or public holiday' and replacing them with the words 'For overtime worked on a'.

102. By inserting in sub-clause 18.4.3 (now sub-clause 20.1.3) the word 'worked' in between the words 'overtime' and 'on a 2:1 basis;'.

103. By deleting in sub-clause 18.4.5 (now sub-clause 20.1.5) '\$20' and replacing it with '\$22.40'.

104. By deleting in sub-clause 18.4.6 (now sub-clause 20.1.6) the word 'Employer' and replacing it with the word 'TAC'.
105. By deleting in sub-clause 18.4.8 (now sub-clause 20.1.8) the word 'Employer' and replacing it with the word 'TAC'.
106. By deleting the comma at the end of sub-clause 18.4.11 (now sub-clause 20.1.11) and replacing it with a semi-colon.
107. By deleting in sub-clause 18.4.12 (now sub-clause 20.1.12) the word 'calender' and replacing it with the word 'calendar'.
108. By deleting in sub-clause 18.4.12 (now sub-clause 20.1.12) the word 'Employer's' and replacing it with the word 'TAC's'.
109. By renumbering sub-clause 18.5 as sub-clause 20.2.
110. By deleting in sub-clause 18.5 (now sub-clause 20.2) the three instances of the word 'Employer' and replacing them with the word 'TAC'.
111. By deleting the hyphen in '**Clause 19 – Workforce Planning**' and inserting a single tabbed space between the words '**Clause 19**' and the words '**Workforce Planning**'.
112. By renumbering '**Clause 19 – Workforce Planning**' as '**Clause 21 Workforce Planning**'.
113. By applying the new sub-clause number '21.1' to the first paragraph in Clause 19 (now Clause 21).
114. By deleting in the first paragraph of Clause 19 (now sub-clause 21.1) the word 'Employer' and replacing it with the word 'TAC'.
115. By deleting in the first paragraph of Clause 19 (now sub-clause 21.1) the words 'general manager' and replacing them with the words 'Senior Manager'.
116. By applying the new sub-clause number '21.2' to the second paragraph in Clause 19 (now Clause 21).
117. By deleting the hyphen in '**Clause 20 – Time Off for Work Outside Inherent Requirements**' and inserting a single tabbed space between the words '**Clause 20**' and the words '**Time Off for Work Outside Inherent Requirements**'.
118. By renumbering '**Clause 20 – Time Off for Work Outside Inherent Requirements**' as '**Clause 22 Time Off for Work Outside Inherent Requirements**'.
119. By applying the new sub-clause number '22.1' to the first paragraph in Clause 20 (now Clause 22).

120. By deleting in the first paragraph of Clause 20 (now sub-clause 22.1) the word 'Employer' and replacing it with the word 'TAC'.

121. By deleting in the first paragraph of Clause 20 (now sub-clause 22.1) the word 'for' after the words 'requirements of the business' and replacing it with a full-stop.

122. By deleting in the first paragraph of Clause 20 (now sub-clause 22.1) the words 'example roles in Information Technology, Finance and Legal Divisions' and replacing them with the words 'For example Information Technology and Finance roles or solicitors with a current practising certificate.'

123. By renumbering and renaming '**Clause 21 – Additional Leave (48/52)**' as '**Clause 23 Purchased Leave (48/52)**', and renumbering the sub-clauses accordingly.

124. By deleting in sub-clause 21.1 (now sub-clause 23.1) the word 'Employer' and replacing it with the word 'TAC'.

125. By deleting the hyphen in '**Clause 22 – Deferred Salary Scheme**' and inserting a single tabbed space between the words '**Clause 22**' and the words '**Deferred Salary Scheme**'.

126. By renumbering '**Clause 22 – Deferred Salary Scheme**' as '**Clause 24 Deferred Salary**' Scheme and renumbering the sub-clauses accordingly.

127. By deleting in sub-clause 22.1 (now sub-clause 24.1) the word 'Employer' and replacing it with the word 'TAC'.

128. By deleting sub-clause 22.2 (now sub-clause 24.2) and replacing it with the following:

‘24.2 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 they would otherwise be entitled to receive in accordance with the agreement as at the last day of the fourth year of deferment.’

129. By deleting in sub-clause 22.4 (now sub-clause 24.4) the word 'Employer' and replacing it with the word 'TAC'.

130. By deleting in sub-clause 22.5 (now sub-clause 24.5) the word 'Employer' and replacing it with the word 'TAC'.

131. By deleting the hyphen in '**Clause 23 – Annual Leave**' and inserting a single tabbed space between the words '**Clause 23**' and the words '**Annual Leave**'.

132. By renumbering '**Clause 23 – Annual Leave**' as '**Clause 25 Annual Leave**' and renumbering the sub-clauses accordingly.

133. By deleting in sub-clause 23.3.1 (now sub-clause 25.3.1) the word 'Employer' and replacing it with the word 'TAC'.

134. By deleting in sub-clause 23.3.2 (now sub-clause 25.3.2) the word 'Employer' and replacing it with the word 'TAC'.

135. By deleting in sub-clause 23.3.3 (now sub-clause 25.3.3) the word 'Employer' and replacing it with the word 'TAC'.

136. By deleting in sub-clause 23.3.5 (now sub-clause 25.3.5) the word 'General' and replacing it with the word 'Senior'.

137. By deleting sub-clause 23.5 *Excess Annual Leave* (would have been sub-clause 25.5).

138. By deleting the hyphen in '**Clause 24 – Sick Leave**' and inserting a single tabbed space between the words '**Clause 24**' and the words '**Sick Leave**'.

139. By renumbering '**Clause 24 – Sick Leave**' as '**Clause 26 Sick Leave**' and renumbering the sub-clauses accordingly.

140. By deleting in sub-clause 24.2.2 (now sub-clause 26.2.2) the word 'Employer' and replacing it with the word 'TAC'.

141. By deleting in sub-clause 24.2.3 (now sub-clause 26.2.3) the words 'a personal sick leave bank' and replacing them with the words 'the personal sick leave credits'.

142. By deleting sub-clause 24.5 (now sub-clause 26.5) and replacing it with the following:

‘26.5 In the case of illness or injury an employee may take up to three days of accrued sick leave with pay in each year of employment without having to provide a medical certificate from a registered health practitioner or a statutory declaration. However, all further applications for sick leave must be supported by a medical certificate or, if this is not reasonably practical, a statutory declaration.’

143. By inserting in sub-clause 24.6 (now sub-clause 26.6) the word ‘health’ in between the words ‘registered’ and ‘practitioner’.

144. By inserting at the end of sub-clause 24.6 (now sub-clause 26.6) a new sentence as follows: ‘Furthermore, “statutory declarations” that have been witnessed by a TAC employee will not be accepted for the purposes of this clause 27 (family leave).’.

145. By deleting sub-clause 24.7 (now sub-clause 26.7) and replacing it with the following:

‘26.7 Unpaid sick leave

If all sick leave credits are exhausted, an employee may take unpaid sick leave provided the employee complies with the notice and evidence requirements set out in clauses 26.4, 26.5 and 26.6 above.’

146. By inserting after sub-clause 24.7 (now sub-clause 26.7) new sub-clause 26.8 as follows:

‘26.8 TAC Sick Leave Bank

After exhausting all leave entitlements, an employee with long term or chronic health conditions or an employee who is caring for an immediate family member with long term or chronic health conditions may apply to access paid sick leave/family leave from the sick leave bank. Access to the sick leave bank is subject to management approval and established policy guidelines.’

147. By deleting the hyphen in '**Clause 25 – Family Leave**' and inserting a single tabbed space between the words '**Clause 25**' and the words '**Family Leave**'.

148. By renumbering '**Clause 25 – Family Leave**' as '**Clause 27 Family Leave**' and renumbering the sub-clauses accordingly.

149. By inserting in sub-clause 25.1 (now sub-clause 27.1) the words ‘or household’ in between the words ‘his or her immediate family’ and ‘who is ill or injured’.

150. By inserting in sub-clause 25.1 (now sub-clause 27.1) the words ‘or requires care due to an unexpected emergency’ after the words ‘who is ill or injured’ and before the full-stop.

151. By inserting after sub-clause 25.3.1 (now sub-clause 27.3.1) new sub-clause 27.3.2 as follows:

‘27.3.2 When taking leave to care for members of the employee’s immediate family or household who require care due to an unexpected emergency, the employee must establish by production of documentation acceptable to the TAC or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.’

152. By renumbering sub-clause 25.3.2, which provides ‘Family leave does not accumulate to the following year;’, as sub-clause 27.3.3.

153. By renumbering sub-clause 25.3.3, which begins ‘An employee who has a medical certificate ...’, as sub-clause 27.3.4.

154. By renumbering sub-clause 25.3.4, which begins ‘An employee shall inform his or her supervisor/manager ...’, as sub-clause 27.3.5.

155. By renumbering sub-clause 25.3.5, which begins ‘Family leave may also be utilised ...’, as sub-clause 27.3.6.

156. By inserting after sub-clause 25.4 (now sub-clause 27.4) new sub-clause 27.5 as follows:

‘27.5 Unpaid family leave

27.5.1 If all family leave credits are exhausted, an employee may take unpaid family leave provided notice and evidence requirements set out in clauses 27.3 are met. The TAC and the employee shall agree on the period. In the absence of agreement, the

employee is entitled to two days per occasion, provided notice and evidence requirements are met.’

157. By inserting after new sub-clause 27.5 new sub-clause 27.6 as follows:

‘27.6 Casual employment – caring responsibilities

27.6.1 Subject to established notice and evidence requirements, casual employees are entitled to not be available to attend work for the purposes set out in clause 27.1 (family leave) or clause 33.1 (compassionate leave).

27.6.2 TAC and the employee shall agree on the period. In the absence of agreement, the employee is entitled to not be available 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.

27.6.3 TAC must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the TAC to engage or not to engage a casual employee are otherwise not affected.’

158. By deleting Clause 26 – Long Service Leave and replacing it with the following:

‘Clause 28 Long Service Leave

28.1 This clause is to be read subject to the *Long Service Leave Act 1992 (Vic)*. Except as expressly modified by this clause an employee’s entitlements to long service leave will be prescribed in the *Long Service Leave Act 1992 (Vic)*.

28.2 Basic entitlement

All employees will be entitled to 3 months 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 1.5 months long service leave.

28.3 Pro-rata access

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

28.4 Period of Leave

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

28.5 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 Resolution Procedures set out in clause 16 in this agreement.

28.6 Termination of Employment

- 28.6.1 An employee whose service is terminated for any reason will be paid accrued long service leave, provided he/she has an entitlement to such leave;
- 28.6.2 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 his/her employment is terminated because of ill health or retrenchment. If the employment of an employee is terminated for any other reason no pro rata payment will be made. If an employee dies after the completion of four years continuous service, the pro-rata payment will be made to his/her estate.

28.6 Payment

Long service leave will be paid at a full time employee's base salary or TEC.

A part-time employee will be paid based upon an average of the hours he or she worked over the preceding 12 months or 5 years depending on which is greater.

28.7 Service

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.

28.7 Break in service

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 his or her previous employment with the TAC recognised for the purposes of long service leave. However, any such breaks of service with the TAC prior to the date of variation and extension of this agreement will not be recognised.'

159. By deleting Clause 27 – Recognition of Prior Service and replacing it with the following:

'Clause 29 Recognition of Prior Service

- 29.1 Subject to 29.2, the TAC will not recognise prior public sector service for the purpose of any leave or service accrual. This provision does not apply to an employee who joined the TAC on or prior to 14 February 1995.
- 29.2 Reciprocal service arrangement with WorkSafe Victoria
- 29.2.1 Under a reciprocal arrangement entered into with WorkSafe Victoria, the TAC will recognise the prior service of employees engaged by the TAC from WorkSafe Victoria for the purposes of long service leave, parental leave and sick leave accruals.'

160. By deleting Clause 28 – Parental Leave and Clause 29 – Maternity Leave and replacing them with the following:

‘Clause 30 Parental Leave

30.1 Parental leave entitlements

- 30.1.1 Parental leave shall be provided in accordance with the *Workplace Relations Act 1996 (Cth)*, subject to this clause 30. Eligible casual employees (as defined in section 284 of the *Workplace Relations Act 1996 (Cth)*) are eligible for the unpaid parental leave entitlement in the *Workplace Relations Act 1996 (Cth)*, subject to notice and evidentiary requirements.
- 30.1.2 Parents are entitled to a combined total of 52 weeks of parental leave on a shared basis in relation to the birth of their child or adoption of a child (who is no older than primary school age) if they have completed at least 12 months of continuous service immediately before the expected date of birth of the child (for maternity leave only) or immediately before the first day on which the paternity/partner leave or adoption leave is or is to be taken.
- 30.1.3 Parental leave is available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- (a) for maternity and paternity/partner leave, an unbroken period of up to 10 days at the time of the birth of the child;
 - (b) for adoption leave, an unbroken period of up to 3 weeks at the time of placement of the child.
- 30.1.4 After completing at least 12 months of continuous paid service with the TAC immediately before the expected date of birth of the child (for maternity leave) or immediately before the first day on which the adoption leave is or is to be taken, and since completing any previous parental leave:
- (a) female employees, other than casual employees, are entitled to take 14 weeks of their parental leave in clause 30.1.2 as paid maternity leave;
 - (b) employees, other than casual employees, are entitled to take 14 weeks of their parental leave in clause 30.1.2 as paid adoption leave if they are adopting a child (who is no older than primary school age).
- 30.1.5 Employees may elect to receive payment of the 14 weeks of paid maternity or adoption leave over 28 weeks at 50% of their normal salary arrangements provided that the leave is taken in a block period. The full 28 week period will be recognised as service for the purpose of determining long service leave accrual. However, annual and sick leave will accrue on a proportional basis over the 28 week period.

- 30.1.6 After 12 months of continuous paid service immediately before the first day on which the paternity/partner leave is or is to be taken, employees (other than casual employees) are entitled to 10 days of paid paternity/partner leave.

30.2 Leave during pregnancy

- 30.2.1 Prior to commencing parental leave, female employees may access up to 35 hours of paid pre-natal leave for each pregnancy to attend medical appointments associated with the pregnancy, provided they will have completed at least 12 months of continuous paid service immediately before the expected date of birth of the child and provided the TAC with a medical certificate from a doctor certifying that they are pregnant.
- 30.2.2 Prior to taking any parental leave, employees may access up to 7.6 hours of leave for each pregnancy to attend medical appointments associated with their partner's pregnancy, provided they provide the TAC with a medical certificate from a doctor certifying their partner's pregnancy. Employees must also provide a medical certificate for each absence.
- 30.2.3 Female employees suffering from an illness before commencing parental leave, whether related or not to their pregnancy, may take any paid and/or unpaid sick leave to which they are entitled in accordance with the relevant personal leave provisions.

30.3 Special maternity leave

- 30.3.1 Female employees who suffer a miscarriage, in circumstances where their pregnancy had:
- (a) advanced to at least 20 weeks, are entitled to 14 weeks of paid maternity leave and to an amount of further unpaid special maternity leave as determined and certified by a registered medical practitioner as necessary; or
 - (b) not advanced to 20 weeks or more, are entitled to access any paid and/or unpaid sick leave entitlements in accordance with the sick leave provisions of this agreement and as certified by a registered medical practitioner.
- 30.3.2 This does not detract from any entitlement to unpaid special maternity leave under the *Workplace Relations Act 1996 (Cth)*.

30.4 Further leave

- 30.4.1 Employees may request:
- (a) an extension of the simultaneous parental leave under clause 30.1.3(a) by a maximum of 8 weeks of unpaid leave taken in a block period; and/or

- (b) an extension of parental leave by a maximum of an extra 12 months of unpaid continuous leave.

30.4.2 The TAC must consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the TAC's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

30.4.3 The application and the TAC's decision under clauses 30.4.1(b) and 30.4.2 must be in writing.

30.4.4 Employees 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 agreed under clause 30.4.1(b).

30.5 Return to work

30.5.1 Employees must confirm their intention of returning to work by notice in writing to the TAC, not less than 4 weeks prior to the expiration of their parental leave.

30.5.2 Employees may request to return from parental leave on a part-time basis until the child reaches school age. Such applications must be made as soon as possible and no less than 4 weeks prior to the employee's due date to return to work. Clauses 30.4.2 and 30.4.3 also apply to applications to return part-time.

30.5.3 Unless agreed otherwise between the TAC and employee, employees who take leave under 30.1.2 or clause 30.4.1(b) may extend their parental leave on one occasion only by notifying the TAC at least 4 weeks prior to the date they are due to return to work. All further extensions to parental leave must be by mutual agreement between the employee and the TAC and requested in writing no less than 4 weeks prior to the date the employee is due to return to work.

30.6 Communication during parental leave

30.6.1 In circumstances where the TAC has made a confirmed decision to implement significant structural changes at the workplace, the TAC shall take reasonable steps to:

- (a) make information available to employees on parental leave in relation to any significant effect the change will have on the status or responsibility level of the positions they held before commencing parental leave; and
- (b) provide employees on parental leave with the opportunity to discuss any significant effect the change will have on the status or

responsibility level of the positions they held before commencing parental leave.

30.6.2 Each employee must take reasonable steps to inform the TAC about any significant matter that will affect the employee's decision about 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.

30.6.3 Employees must also notify the TAC of changes of address or other contact details which might affect the TAC's capacity to comply with clause 30.6.1.

161. By deleting Clause 30 – Adoption Leave and replacing it with the following:

'Clause 31 Permanent Care Leave

If an employee, other than a casual employee, is granted custody of a child under the age of five years under the *Children and Young Person's Act 1989* by the Children's Court or the Family Court, and the employee is the primary care giver for the child, the employee will be entitled to 2 weeks paid leave at a time to be agreed.

162. By renumbering and renaming '**Clause 31 – Pressing Necessity Leave**' as '**Clause 32 Compassionate Leave**'.

163. By applying the new sub-clause number '32.1' to the first and only paragraph in Clause 31 (now Clause 32).

164. By inserting in the first and only paragraph of Clause 31 (now sub-clause 32.1) the words 'on each occasion' after the words 'three days paid leave'.

165. By deleting in the first and only paragraph of Clause 31 (now sub-clause 32.1) the words 'of his/her' after the words 'serious illness' and replacing them with the words 'or injury of a member of the employee's household or the employee's'.

166. By deleting in the first and only paragraph of Clause 31 (now sub-clause 32.1) the word 'Employer' and replacing it with the word 'TAC'.

167. By inserting new sub-clause 32.2 after the first and only paragraph in Clause 31 (now sub-clause 32.1) as follows:

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

168. By inserting new sub-clause 32.3 after the new sub-clause 32.2 as follows:

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

169. By deleting the hyphen in '**Clause 32 – Leave Without Pay**' and inserting a single tabbed space between the words '**Clause 32**' and the words '**Leave Without Pay**'.

170. By renumbering '**Clause 32 – Leave Without Pay**' as '**Clause 33 Leave Without Pay**' and renumbering the sub-clauses accordingly.

171. By deleting in sub-clause 32.1 (now sub-clause 33.1) the word 'Employer' and replacing it with the word 'TAC'.

172. By deleting in sub-clause 32.1 (now sub-clause 33.1) the number '1' before the word 'year' and replacing it with the word 'one'.

173. By deleting in sub-clause 32.2 (now sub-clause 33.2) the words 'clause 24.3 Sick Leave' and replacing them with the words 'clause 25.4'.

174. By deleting the hyphen in '**Clause 33 – Study Leave**' and inserting a single tabbed space between the words '**Clause 33**' and the words '**Study Leave**'.

175. By renumbering '**Clause 33 – Study Leave**' as '**Clause 34 Study Leave**' and renumbering the sub-clauses accordingly.

176. By deleting sub-clause 33.1 (now sub-clause 34.1) and replacing it with the following:

'34.1 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 (eg distance education/on-line).'

177. By deleting in sub-clause 33.2 (now sub-clause 34.2) the number '5' before the word 'days' and replacing it with the word 'five'.

178. By inserting in sub-clause 33.2 (now sub-clause 34.2) the word 'paid' in between the words 'further' and 'study leave'.

179. By deleting in sub-clause 33.3 (now sub-clause 34.3) the word 'Employer' and replacing it with the word 'TAC'.

180. By deleting in sub-clause 33.4 (now sub-clause 34.4) the number '1' before the word 'day' and replacing it with the word 'one'.

181. By deleting in sub-clause 33.5 (now sub-clause 34.5) the word 'Employer' and replacing it with the word 'TAC'.

182. By renumbering and renaming '**Clause 34 – Trade Union/Occupational Health and Safety Training Leave**' as '**Clause 35 Trade Union Occupational Health and Safety Training Leave**'.

183. By renumbering only sub-clause 34.2, as sub-clause 35.2, and not renumbering sub-clause 34.1.

184. By deleting in sub-clause 34.2 (now sub-clause 35.2) the word 'Workcover' and replacing it with the word 'WorkCover'.
185. By deleting in sub-clause 34.2 (now sub-clause 35.2) the word 'Employer's' and replacing it with the word 'TAC's'.
186. By deleting the hyphen in '**Clause 35 – Special Leave**' and inserting a single tabbed space between the words '**Clause 35**' and the words '**Special Leave**'.
187. By renumbering '**Clause 35 – Special Leave**' as '**Clause 36 Special Leave**'.
188. By deleting in Clause 35 (now Clause 36) the words 'General Manager, Human Resources' and replacing them with the words 'Senior Manager, People Division'.
189. By inserting after the first paragraph and before the second paragraph in Clause 35 (now Clause 36) new heading '**Clause 37 Leave to engage in emergency relief activities**'.
190. By inserting in the second paragraph of Clause 35 (now Clause 37), the words ', other than a casual,' in between the words 'An employee' and 'who is a member'.
191. By deleting in the second paragraph of Clause 35 (now Clause 37) the word 'Employer' and replacing it with the word 'TAC'.
192. By deleting the hyphen in '**Clause 36 – Military Leave**' and inserting a single tabbed space between the words '**Clause 36**' and the words '**Military Leave**'.
193. By renumbering '**Clause 36 – Military Leave**' as '**Clause 38 Military Leave**' and renumbering the sub-clauses accordingly.
194. By deleting in sub-clause 36.1 (now sub-clause 38.1) the closed bracket, ')', after the words '*Service Protection*'.
195. By deleting in sub-clause 36.1 (now sub-clause 38.1) the words 'and the *Defence Reserves Re Employment Act 1995 (Vic)*'.
196. By deleting in sub-clause 36.2 (now sub-clause 38.2) two instances of the word 'Employer' and replacing them with the word 'TAC'.
197. By deleting in sub-clause 36.3 (now sub-clause 38.3) the word 'Employer' and replacing it with the word 'TAC'.
198. By deleting in sub-clause 36.3 (now sub-clause 38.3) the words ', which the Employer' and replacing it with the words 'which the employee'.
199. By deleting the hyphen in '**Clause 37 – Ceremonial Leave**' and inserting a single tabbed space between the words '**Clause 37**' and the words '**Ceremonial Leave**'.
200. By renumbering '**Clause 37 – Ceremonial Leave**' as '**Clause 39 Ceremonial Leave**' and renumbering the sub-clauses accordingly.

201. By deleting in sub-clause 37.3 (now sub-clause 39.3) the words 'Pressing Necessity' and replacing them with the word 'Compassionate'.
202. By deleting the hyphen in '**Clause 38 – Court Attendance Leave (Jury Service)**' and inserting a single tabbed space between the words '**Clause 38**' and the words '**Court Attendance Leave (Jury Service)**'.
203. By renumbering '**Clause 38 – Court Attendance Leave (Jury Service)**' as '**Clause 40 Court Attendance Leave (Jury Service)**'.
204. By deleting in Clause 38 (now Clause 40) the word 'Employer' and replacing it with the word 'TAC'.
205. By deleting the hyphen in '**Clause 39 – Selection and Recruitment**' and inserting a single tabbed space between the words '**Clause 38**' and the words '**Selection and Recruitment**'.
206. By renumbering '**Clause 39 – Selection and Recruitment**' as '**Clause 41 Selection and Recruitment**'.
207. By deleting in Clause 39 (now clause 41) the words 'any proposed new' and replacing them with the word 'the'.
208. By deleting in Clause 39 (now clause 41) the words 'articled clerk' after the word 'excluding' and replacing them with the words 'Articled Clerk / Legal Trainee'.
209. By deleting in Clause 39 (now clause 41) the word 'then' after the words 'is made internally' and replacing it with a comma.
210. By deleting the hyphen in '**Clause 40 – Business Resumption Provision**' and inserting a single tabbed space between the words '**Clause 40**' and the words '**Business Resumption Provision**'.
211. By renumbering '**Clause 40 – Business Resumption Provision**' as '**Clause 42 Business Resumption Provision**'.
212. By deleting in Clause 40 (now Clause 42) the word 'Employer' and replacing it with the word 'TAC'.
213. By deleting the hyphen in '**Clause 41 – Right of Representation**' and inserting a single tabbed space between the words '**Clause 41**' and the words '**Right of Representation**'.
214. By renumbering '**Clause 41 – Right of Representation**' as '**Clause 43 Right of Representation**' and renumbering the sub-clauses accordingly.
215. By deleting in sub-clause 41.1 (now sub-clause 43.1) the word 'Employer' and replacing it with the word 'TAC'.

216. By deleting in sub-clause 41.2 (now sub-clause 43.2) the word 'Employer' and replacing it with the word 'TAC'.
217. By deleting in sub-clause 41.2 (now sub-clause 43.2) the word 'premises' and replacing it with the word 'premise'.
218. By deleting in sub-clause 41.3 (now sub-clause 43.3) the word 'Employer' and replacing it with the word 'TAC'.
219. By deleting in sub-clause 41.3 (now sub-clause 43.3) the word 'Employer's' and replacing it with the word 'TAC's'.
220. By deleting at the end of sub-clause 41.4 (now sub-clause 43.4) the words 'or the VTF'.
221. By renumbering and renaming '**Clause 42 – Engagement**' as '**Clause 44 Probationary Period**'.
222. By deleting in Clause 42 (now Clause 44) the word 'qualifying' and replacing it with the word 'probationary'.
223. By deleting at the end of the first and only paragraph in Clause 42 (now Clause 44) the words 'or the VTF'.
224. By inserting after the first and only paragraph in Clause 42 (now Clause 44) the following new paragraph:
- ‘The TAC will enter into a written agreement with each new employee, other than a casual employee, to provide for an initial probationary period of three months.’
225. By deleting the hyphen in '**Clause 43 – Categories of Employment**' and inserting a single tabbed space between the words '**Clause 43**' and the words '**Categories of Employment**'.
226. By renumbering '**Clause 43 – Categories of Employment**' as '**Clause 45 Categories of Employment**' and renumbering the sub-clauses accordingly.
227. By inserting in the second paragraph of sub-clause 43.2 (now sub-clause 45.2) the words 'that apply for full time employees but' in between the words 'of this agreement' and 'on a pro-rata basis'.
228. By deleting in the third paragraph of sub-clause 43.4 (now sub-clause 45.4) the number '4' before the word 'hours' and replacing it with the word 'four'.
229. By deleting at the end of the first paragraph in sub-clause 43.5 (now sub-clause 45.5) the word 'employers' and replacing it with the word 'TAC'.

230. By deleting the hyphen in '**Clause 44 – Redeployment/Retraining**' and inserting a single tabbed space between the words '**Clause 44**' and the words '**Redeployment/Retraining**'.

231. By renumbering '**Clause 44 – Redeployment/Retraining**' as '**Clause 46 Redeployment/Retraining**' and renumbering the sub-clauses accordingly except for the first sub-clause which remains as sub-clause 45.1.

232. By deleting in sub-clause 44.1 (now sub-clause 45.1) the word 'Employer' and replacing it with the word 'TAC'.

233. By deleting in sub-clause 44.4.3 (now sub-clause 46.4.3) the number '3' before the word 'month' and replacing it with the word 'three'.

234. By deleting in sub-clause 44.4.5 (now sub-clause 46.4.5) the number '3' before the word 'month' and replacing it with the word 'three'.

235. By renumbering sub-clause 44.4.6 as sub-clause 'a)' and sub-clause 44.4.7 as sub-clause 'b)'.

236. By deleting at the start of sub-clause 44.5 (now sub-clause 46.5) the words 'Clause 44.4' and replacing them with the words 'Clause 46.4'.

237. By deleting in sub-clause 44.5 (now sub-clause 46.5) the word 'certification' and replacing it with the words 'variation and extension'.

238. By deleting in sub-clause 44.6 (now sub-clause 46.6) the word 'Employer' and replacing it with the word 'TAC'.

239. By inserting in sub-clause 44.6 (now sub-clause 46.6) the words 'due to retrenchment' after the words 'termination to an employee' and before the comma.

240. By deleting the hyphen in '**Clause 45 – Termination of Employment**' and inserting a single tabbed space between the words '**Clause 45**' and the words '**Termination of Employment**'.

241. By renumbering '**Clause 45 – Termination of Employment**' as '**Clause 47 Termination of Employment**' and renumbering the sub-clauses accordingly.

242. By deleting the table in sub-clause 45.1 (now sub-clause 47.1) and replacing it with the following table:

Period of continuous service	Period of notice
Up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

243. By deleting in the last paragraph, after the table, in sub-clause 45.1 (now sub-clause 47.1) the word 'Employer' and replacing it with the word 'TAC'.

244. By deleting sub-clause 45.2 (now sub-clause 47.2) and replacing it with the following:

‘47.2 Termination by the TAC

Casual Employees

The TAC may terminate the employment of a casual employee by giving one days notice, or without notice by payment of one day’s pay.

During Probationary Period of Employment

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

Serious Misconduct

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

245. By deleting the hyphen in '**Clause 46 – Statement of Employment**' and inserting a single tabbed space between the words '**Clause 46**' and the words '**Statement of Employment**'.

246. By renumbering '**Clause 46 – Statement of Employment**' as '**Clause 48 Statement of Employment**'.

247. By deleting in the first and only paragraph in Clause 46 (now Clause 48) the word 'Employer' and replacing it with the word 'TAC'.

248. By renumbering and renaming '**Clause 47 – Disciplinary Process**' as '**Clause 49 Disciplinary Process for Unsatisfactory Work Performance and / or Behaviour**'.

249. By deleting sub-clauses 47.1 to 47.3 and replacing them with the following:

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

49.1.1 Casual employees;

49.1.2 Employees who are still subject to a probationary period of employment;

49.1.3 An employee who engages in misconduct or serious misconduct.

49.2 Unsatisfactory Work Performance and / or Behaviour

Each stage of the process outlined below should be documented and, where practicable, should be undertaken in the presence of a witness. The Senior Manager,

People Division or their representative, should be formally advised of any action resulting from unsatisfactory work performance and or behaviour. Copies of all documentation should be forwarded to the People Division to be placed on the employee's personnel file.

At any point of the process the employee can request a support person of their choice or a Union representative to attend any meeting.

Counselling session

A counselling session may be given to an employee if he or she engages in unsatisfactory work performance and/or behaviour.

Unsatisfactory work performance and/or behaviour includes poor attendance, inappropriate use of the TAC's systems and behaviour that is inconsistent with the TAC's vision and shared values.

During the counselling session, the manager will state the performance and/or behavioural issues and the expected standard required of the employee.

Once the employee has had an opportunity to respond to the issues raised in the initial counselling session, the manager will set a period of time in which the employee shall be required to improve or place the employee on a Performance Improvement Plan for a period of not more than 3 months. The employee will be advised of any consequences of not meeting the required standard.

Formal written warning

If at the end of the review period, or Performance Improvement Plan, the employee continues to engage in the unsatisfactory work performance and/or behaviour, or does not demonstrate sufficient improvement, a formal written warning will be given to the employee by the employee's manager.

The written warning will outline:

- what is expected of the employee;
- where and how the employee is not meeting the expected standard of work performance and / or behaviour; and
- the consequences of failure to improve.

The written warning will be placed on the employees personnel file for a period of up to 12 months.

Final 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.

Termination

If the employee continues to engage in unsatisfactory work performance and/or behaviour then the employee's employment will be terminated under clause 49.3.

49.3 Termination of Employment for Unsatisfactory Work Performance and/or behaviour

If the TAC decides to terminate the employment of an employee for unsatisfactory work performance and / or behaviour the following notice of termination will be given in writing:

Period of Continuous Service	Period of Notice
Up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

The TAC will give two week's additional notice to employees aged over 45 years of age who have at least two years service with the TAC.

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

250. By deleting sub-clauses 47.4 to 47.6 and replacing them with the following:

'Clause 50 Misconduct

50.1 Prior to any action being taken as a result of misconduct (including serious misconduct), the employee will be advised of all allegations of misconduct and will be provided with the opportunity to respond. Liaison by the relevant line management with the People Division should take place. Where requested by the employee, he/she may be assisted by a representative of the Union.

50.2 Disciplinary action

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

- 50.2.1 Official reprimand;
- 50.2.2 Reduction in Job Group;
- 50.2.3 Reduction in base salary;
- 50.2.4 Compulsory transfer or other action deemed appropriate having regard to the circumstance.

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

50.3 Summary Dismissal

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

251. By deleting the hyphen in '**Clause 48 – Higher Duties**' and inserting a single tabbed space between the words '**Clause 48**' and the words '**Higher Duties**'.

252. By renumbering '**Clause 48 – Higher Duties**' as '**Clause 51 Higher Duties**' and by renumbering the sub-clauses accordingly.

253. By deleting sub-clause 48.1, including sub-clauses 48.1.1 and 48.1.2, (now sub-clause 51.1) and replacing it with the following:

'51.1 An employee will be eligible for payment of a higher duties allowance while acting in a higher classified position for a period exceeding 14 calendar days. Where the employee performs the full range of responsibilities of the higher position, a higher duties allowance will be paid calculated as the difference between the employee's salary in his or her substantive position and the minimum applicable rate for the higher duties position.'

254. By deleting sub-clause 48.2 and renumbering the remaining sub-clauses accordingly.

255. By deleting in sub-clause 48.3 (now sub-clause 51.2) the words 'job group' after the words 'of the higher' and replacing them with the words 'duties position'.

256. By deleting the hyphen in '**Clause 49 – Accident Make Up Pay**' and inserting a single tabbed space between the words '**Clause 49**' and the words '**Accident Make Up Pay**'.

257. By renumbering '**Clause 49 – Accident Make Up Pay**' as '**Clause 52 Accident Make Up Pay**'.

258. By deleting in the first paragraph of Clause 49 (now Clause 52) the words 'A 985' after the words 'Accident Compensation Act' and replacing them with the word '1985'.

259. By deleting the hyphen in '**Clause 50 – Expenses**' and inserting a single tabbed space between the words '**Clause 50**' and the word '**Expenses**'.

260. By renumbering '**Clause 50 – Expenses**' as '**Clause 53 Expenses**' and renumbering the sub-clauses accordingly.

261. By deleting in sub-clause 50.1 (now sub-clause 53.1) the word 'Employer' and replacing it with the word 'TAC'.

262. By deleting in sub-clause 50.2 (now sub-clause 53.2) the word 'Employer' and replacing it with the word 'TAC'.

263. By deleting in sub-clause 50.3 (now sub-clause 53.3) the word 'Employer' and replacing it with the word 'TAC'.

264. By deleting the hyphen in '**Clause 41 – First Aid Allowance**' and inserting a single tabbed space between the words '**Clause 41**' and the words '**First Aid Allowance**'.
265. By renumbering '**Clause 51 – First Aid Allowance**' as '**Clause 54 First Aid Allowance**'.
266. By deleting in Clause 51 (now Clause 54) the two instances of the word 'Employer' and replacing them with the word 'TAC'.
267. By deleting in Clause 51 (now Clause 54) '\$420' and replacing it with '\$470.40'.
268. By deleting the hyphen in '**Clause 52 – Workload**' and inserting a single tabbed space between the words '**Clause 52**' and the word '**Workload**'.
269. By renumbering '**Clause 52 – Workload**' as '**Clause 55 Workload**'.
270. By deleting in Clause 52 (now Clause 55) the two instances of the word 'Employer' and replacing them with the word 'TAC'.
271. By deleting the hyphen in '**Clause 53 – Remote Work Option**' and inserting a single tabbed space between the words '**Clause 53**' and the words '**Remote Work Option**'.
272. By renumbering '**Clause 53 – Remote Work Option**' as '**Clause 56 Remote Work Option**'.
273. By deleting in Clause 53 (now Clause 56) the two instances of the word 'Employer' and replacing them with the word 'TAC'.
274. By deleting Clause 54 – Superannuation and replacing it with the following:

'Clause 57 Superannuation

The TAC will comply with Superannuation Guarantee obligations for all of its employees regardless of their age. Contributions will be made to a complying superannuation fund. Employees who are members of defined benefits funds administered by the Government Superannuation Office (GSO) may elect to make salary sacrifice contributions to these funds in accordance with relevant State Government legislation. GSO guidelines will apply.'

275. By inserting after Clause 54 (now Clause 57) and before 'Attachment A – Trainees' new Clause 58 as follows:

'Clause 58 Environmental Committee

The TAC will establish an environmental committee the aim of which will be to make recommendations to management of ways to improve the organisation's environmental practices. Once endorsed, employees will support the implementation of the recommendations in order to help build more sustainable environmental work practices at the TAC.'

276. By inserting after new Clause 58 and before 'Attachment A – Trainees' new Clause 59 as follows:

'Clause 59 Leave for Blood Donations

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

277. By inserting after new Clause 59 and before 'Attachment A – Trainees' new Clause 60 as follows:

'Clause 60 Leave to engage in voluntary community activities

60.1 An employee, other than a casual, 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:

60.1.1 Mayor or Shire President – up to three hours per week, or where special occasions arise, six hours per fortnight; or

60.1.2 Councillor – up to three hours per fortnight, or where special occasions arise, six hours per month.

60.2 An employee, other than a casual, 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:

60.2.1 Chair or President – up to three hours per week, or where special occasions arise, six hours per fortnight; or

60.2.2 Committee member – up to three hours per fortnight, or where special occasions arise, six hours per month.'

278. By inserting after new Clause 60 and before 'Attachment A – Trainees' new Clause 61 as follows:

'Clause 61 Participation in sporting events

Leave with pay up to a maximum of two weeks in any two year period may be granted to an employee, other than a casual, to participate either as a competitor or an official in any non professional state, national or international sporting event.'

279. By capitalising the heading 'Attachment A Trainees' as follows:

'ATTACHMENT A TRAINEEES'

280. By deleting in Attachment A Trainees the three instances of the word 'Employer' and replacing them with the word 'TAC'.

281. By deleting at the end of the last paragraph in Attachment A Trainees the words 'at base grad/entry level positions'.

282. By deleting Attachment B – Corporate Incentive System Pro-rata Table'.

C. This order shall come into force on and from 1 October 2008.

D. The consolidated version of the *TAC/VTF Enterprise Agreement 2005-2008*, as extended and varied, is attached to this order.

BY THE COMMISSION:

DEPUTY PRESIDENT

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TAC/VTF Enterprise Agreement (as varied)

Preamble

The Transport Accident Commission (TAC) was established as a sole provider of transport accident injury insurance in Victoria and is governed by the Transport Accident Act 1986. The TAC administers a comprehensive compulsory third party compensation scheme for Victorians who are injured or die as a result of a transport accident. The TAC aims to continually improve its service delivery and operational effectiveness.

2009 marks a new era for the TAC: its foundation year in Geelong. It will be a time of opportunity, growth and new beginnings both at the corporate level as well as at a more personal level for each employee.

A key aim of the TAC Workplace Agreement 2008-2011 is to provide a platform from which the TAC is able to continue to retain and reward its employees as well as assist and support them transition into the Geelong community.

Together with its employees and the union, the TAC has developed an agreement which will:

- Reward and retain TAC employees
- Support the TAC / WorkSafe collaborations
- Align the agreement to remuneration and organisational strategies
- Assist employees balance their work / family responsibilities
- Facilitate employee's involvement with the community
- Maximise the environmental efficiencies of the Geelong building

By supporting and rewarding its employees, this agreement provides the foundation for the TAC to continue to meet the needs of its clients as well as assist to position it as a corporate leader in the Geelong community.

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Attachments:

A – Trainees – Principles covering employment of trainees

Clause 1 Title

This agreement may be referred to as the Transport Accident Commission Enterprise Agreement 2008 - 2011.

Clause 2 Variation/Extension

This agreement is comprised of the terms of the TAC/VTF Enterprise Agreement 2005 – 2008 as varied and extended by order of the Australian Industrial Relations Commission (AIRC) under clause 2A of Schedule 7 of the *Workplace Relations Act 1996 (Cth)* effective (Date of Variation and Extension).

Clause 3 Parties to the Agreement

- 3.1 The parties bound by this agreement are the Community and Public Sector Union (CPSU or the Union), the TAC and all employees classified as Job Group 1- 6 employees and employees covered by the legal job group family.
- 3.2 This agreement is a comprehensive agreement and operates to the complete exclusion of all awards other industrial instruments and agreements and all protected award conditions, and to the extent permitted by the *Workplace Relations Act 1996 (Cth)*, legislation that contains terms and conditions of employment, that may otherwise apply to employees covered by this agreement.

Clause 4 Application of Agreement

- 4.1 This agreement applies to all Job Group 1 to 6 employees and all employees covered by the legal job group family including Articled Clerks/ Legal Trainees.
- 4.2 No Job Group 5 or 6 employee or an employee of the new legal job group family, who was employed on an individual employment contract at the date of certification of the TAC/VTF Enterprise Agreement 2005-2008, will suffer a reduction in wages and conditions (including those over and above this agreement) as a result of the introduction of this agreement.

Clause 5 Duration

The nominal expiry date of this agreement is 30 June 2011. The parties agree to commence discussions and negotiations in order to replace this agreement no later than three months prior to its expiration.

Clause 6 No Extra Claims

The parties to this agreement agree that there will be no extra claims during the life of this agreement.

Clause 7 Consultation

- 7.1. Where the TAC in principle decides to restructure the workplace, introduce new technology or substantially change conditions of employment, or makes significant changes to existing policies and work practices of employees, the TAC will advise the affected employees and the Union of the proposed change as soon as practicable after the proposal has been made and before the change is implemented. The TAC will advise the affected employees and the Union of the likely effects on the employees working conditions and responsibilities. The TAC will advise of the rationale and intended benefits of any change.

- 7.2 The TAC will regularly consult with affected employees and the Union and give genuine and prompt consideration in writing to matters/issues or any alternatives raised by the employees or the Union.
- 7.3 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.
- 7.4 In accordance with this clause, the Union may submit alternative proposals to the TAC in writing and the TAC will discuss and consider these proposals fully. Such proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any proposed change. The TAC will provide the Union with a response to the alternative proposals within 30 days of its receipt.

Clause 8 Rates of Pay

- 8.1 A 4.5 % salary increase to the base salary or TEC of eligible employees will be available from the first pay period commencing on or after the operative date that Industrial Relations Victoria receives the final submission and agreement for approval. To be eligible, employees must have been assessed as having "Met Performance Standards" or above for the 2007/2008 PDR cycle.
- 8.2 A further salary increase of 3.5% to the base salary or TEC of eligible employees will be available from the first pay period commencing on or after 1 July 2009. To be eligible, employees must be assessed as having "Met Performance Standards" or above for the 2008/2009 PDR cycle.
- 8.3 A further 4% salary increase to the base salary or TEC of eligible employees will be available from the first pay period commencing on or after 1 July 2010. To be eligible, employees must be assessed as having "Met Performance Standards" or above for the 2009/2010 PDR cycle.
- 8.4 The minimum and maximum base salaries or TEC of job groups 1 to 6 and the legal job group family set out in the tables below will be increased in accordance with the dates outlined in Clauses 8.2 and 8.3 above.

Base and TEC salaries that apply on the date of the first increase payable under this agreement, (i.e. inclusive of the first increase outlined in Clause 8.1), are set out below:

Job Group	Minimum Base Salary	Maximum Base Salary
1	\$35,489	\$43,728
2	\$38,458	\$51,272
3	\$45,371	\$60,498
4	\$54,452	\$72,600
5	\$65,131	\$97,395
6	\$86,898	\$118,498

Job Group	Minimum TEC	Maximum TEC
------------------	------------------------	------------------------

5	\$70,993	\$106,161
6	\$94,719	\$129,162

Legal Job Group Family*:

Title of role	Minimum TEC \$	Minimum Base Salary \$
Senior Solicitor	\$118,888	\$109,071
Solicitor	\$70,609	\$64,779
Articled Clerk / Legal Trainee		\$46,271

* Salaries outlined are Melbourne salaries. Different market salaries may apply to interstate employee lawyers.

- 8.5 TEC means the combined value of a job group 5 or job group 6 employee's or legal job group family employee's base salary and superannuation contributions made by the TAC on the employee's behalf and any salary packaged items as referred to in clause 11.
- 8.6 The TAC will pay the statutory superannuation contributions in addition to the base salary of the employee.
- 8.7 Each employee's ordinary fortnightly salary will be calculated by dividing the employee's actual annual salary by 26.
- 8.8 The maximum base salaries / TEC's specified in this agreement do not preclude the TAC from making additional salary payments to its employees at its discretion.

Clause 9 Review of Classification Structure

- 9.1 The TAC may during the life of this agreement review the existing classification structure applicable to job groups 1 to 6 employees (excluding the legal job group family). The aim of the review will be to develop and implement a new or modified classification structure that supports the needs of the business whilst providing a career path for employees.
- 9.2 In undertaking the review and development of a new or modified classification structure, the TAC will consult with affected employees and the CPSU on the proposed changes.
- 9.3 No employee shall suffer any loss of their base rate as a consequence of the implementation of any new or modified classification structure. No employee shall forfeit the general increases provided for in this agreement.
- 9.4 Until a new or modified classification structure has been developed and implemented, the existing classification structure in clause 8.4 will continue to apply.

Clause 10 Legal Job Group Family

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

Clause 11 Salary Packaging

11.1 Employees are able to salary sacrifice additional superannuation contributions on a pre tax basis, subject to the rules and regulations governing applicable superannuation schemes and relevant State legislation.

Employees covered by the agreement may salary package the following:

- Remuneration Protection Insurance
- Professional memberships and subscriptions
- Car parking
- Financial Planning
- Self Education expenses

11.2 In the event that salary packaging ceases to be an advantage to the employee (including as a result of subsequent changes to fringe benefits tax legislation), the employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary, other than administrative costs, shall be borne by the employee and the TAC shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.

11.3 The pre-salary packaging base salary rate will be used to calculate payments such as overtime, annual leave loading and redundancy payments. The definition of base salary for superannuation purposes is dependant upon the individual superannuation trust deed regulations.

Clause 12 Market Review

12.1 The TAC agrees to where possible complete its market rate review of all job family groups covered by the agreement by 30 September 2009. For any job family groups where the market review is not completed by this date and the review results in a salary payment increase, the salary payment increase will be effective commencing on or after the first pay period from the 1 October 2009.

12.2 In undertaking the market review of job family groups covered by the agreement the TAC will:

- a) Continue its commitment to develop and maintain career paths;
- b) Seek remuneration information on appropriate market rates for each of these job family groups covered by the agreement;

12.3 For all employees that are part of the legal job group family, this market review will occur on an annual basis.

Clause 13 Trainees

The parties acknowledge that the TAC will utilise trainees in parts of the business where it will facilitate better and more flexible career development.

Trainees will be engaged in accordance with the principles outlined in Attachment A.

Clause 14 Corporate Incentive System (CIS)

14.1 Each financial year the Board of the TAC (the Board) will set corporate targets. Payment of any corporate incentive will depend on satisfactory progress towards the corporate targets set by the Board.

- 14.2 The Board may modify or set separate targets where the general corporate targets set in clause 14.1 may compromise the professional independence of a group of employees. Where the new targets change the operation of the corporate incentive system as outlined in this clause, the TAC will consult with employees and their representatives on the proposed changes in accordance with the Consultation Clause
- 14.3 The Board will review the performance of the TAC at the end of each financial year and if the TAC has achieved in full or in part the corporate targets set by the Board a corporate lump sum payment of up to 5 % of base salary or TEC will be available to any eligible employee.
- 14.4 Employees (excluding job group 6 and equivalent employees) may be eligible to receive an additional corporate incentive payment (extra bonus). To be eligible for the extra bonus, the TAC must achieve the targets as set by the Board.
- 14.5 The Board may redefine corporate targets in subsequent years of the agreement. Information will be provided to employees and the Union as soon as practicable after the targets are set by the Board.
- 14.6 Targets set by the Board will be:
- Specific
 - Measurable
 - Verifiable
 - Reasonable
 - Within the TAC's competence and control to achieve.
- 14.7 Any corporate incentive payments determined by the Board will be paid no later than the first pay period commencing on or after 30 September each year.
- 14.8 To be eligible for a corporate incentive payment, employees must be assessed as having "Met Performance Standards" at the end of a PDR cycle and be employed by the TAC for the full PDR cycle. However, subject to meeting performance standards at the end of the PDR cycle, employees who commence after 1 July, but before 1 April, will participate on a pro-rata basis.
- 14.9 Employees are not eligible to receive a corporate incentive payment for that year if they are assessed as "Below Performance Standards" at the end of a PDR cycle or if they joined the TAC after 1 April. Furthermore, employees who resign or have their employment terminated by the TAC prior to the last working day of the PDR cycle (that is, 30 June) are not eligible to receive a corporate incentive payment.
- 14.10 Any paid leave on full pay or the equivalent will be counted as service for the purpose of participation in the CIS.
- 14.11 Leave without pay in excess of five (5) working days will not be considered as service for the purpose of participation in the CIS.
- 14.12 **TAC/WorkSafe Victoria Collaborations**
- 14.12.1 The Board may set a tailored and separate Corporate Incentive System (CIS) and targets specific to all or some of the TAC/WorkSafe Victoria collaborations. In undertaking the development of the tailored system, the TAC will consult with affected employees and their representatives on the proposed changes in accordance with the Consultation Clause.

14.12.2 Information will be provided to employees and the Union as soon as practicable after the targets are set by the Board.

14.12.2 Targets set by the Board will be:

- Specific
- Measurable
- Verifiable
- Reasonable
- Within the TAC's competence and control to achieve.

14.12.2 For the purpose of this clause, "TAC/WorkSafe Victoria collaborations" refer to any of the joint work activities undertaken by TAC in partnership with WorkSafe Victoria.

Clause 15 Performance & Development Review (PDR)

15.1 The TAC will maintain the principle that the individual employees will be rewarded based upon their performance in their jobs and on the overall performance of the TAC. The enhancement of teamwork and work group performance will also be maintained as a priority.

15.2 The PDR cycle will be the financial year cycle (1 July to 30 June).

15.3 The PDR cycle consists of three distinct phases over a twelve month period, summarised as follows:

15.3.1 July/August of each year: Establishment of Performance Objectives and setting of Career and Development Goals;

15.3.2 December/January: Review progress of Development goals and formal Review of Performance Objectives;

15.3.3 June: Formal Assessment of Performance in the preceding 12 months and review of achievement of development goals.

15.4 Assessment of performance for Job Group 1-5 employees will be rated against two overall categories:

- Met Performance Standards, and
- Below Performance Standards.

15.5 Assessment of performance for Job Group 6 employees and the legal job group family will be rated against three overall categories:

- Exceeded Performance Standards
- Met Performance Standards, and
- Below Performance Standards.

15.6 The TAC will continue to allow employees to have the opportunity to:

15.6.1 Establish their own individual work plan objectives in consultation with their immediate supervisor/manager

15.6.2 Establish team objectives which are included in an assessment of their individual performance

- 15.6.3 Participate in performance review and career development discussions with their immediate supervisor/manager
 - 15.6.4 Receive a corporate incentive payment, if applicable, based upon the outcome of the performance assessment.
- 15.7 The TAC may review the PDR system during the life of the agreement. Should the TAC propose to change the PDR system it will do so only after proceeding through the consultation processes outlined in Clause 7.
- 15.8 An employee whose performance at the end of the PDR cycle is assessed as "Below Performance Standards" will, if they are not already on a Performance Improvement Plan, be placed on a performance improvement plan for a period of not more than three months and will not be eligible for the salary increases set out in clause 8.
- 15.9 If at the end of the period of the Performance Improvement Plan the employee's performance has improved to the standard that their performance would if it were reassessed be rated as "Met Performance Standards" the salary increase for that year set out in clause 8 will be payable from the date the Performance Improvement Plan has been successfully completed.
- 15.10 If the employee has, during the PDR cycle, been on a Performance Improvement Plan and failed to improve their performance to the required level or is on a Performance Improvement Plan at the time of the rating and is rated as "Below Performance Standards" then the annual salary increases set out in clause 8 will not be available to the employee for that year and the employee may be subject to the disciplinary process outlined in clause 49.
- 15.11 TAC/WorkSafe Victoria Collaborations**
- 15.11.1 In recognition of the unique situation of TAC employees working in roles within the TAC/WorkSafe Victoria collaborations, the TAC may during the life of this agreement develop a tailored and separate Performance and Development Review system specific for the TAC/WorkSafe collaborations.
 - 15.11.2 In undertaking the development of the tailored system, the TAC will consult with affected employees and their representatives on the proposed changes in accordance with the Consultation Clause.
 - 15.11.3 Should a tailored Performance and Development system be developed, it will be applied to the affected TAC employees and clause 14 (Performance and Development Review) will cease to apply to those employees.
 - 15.11.4. For the purpose of this sub clause, "TAC/WorkSafe collaborations" refer to any of the joint work activities undertaken by TAC in partnership with WorkSafe.

Clause 16 Dispute Resolution

- 16.1 Any dispute or grievance about a matter arising under this Agreement, other than a termination of employment, must be dealt with in the following manner:
- 16.1.1 The matter will first be raised between the employee and his or her immediate supervisor.
 - 16.1.2 If the matter is not resolved within 7 calendar days, the employee and his or her representative or the Union will raise the matter with an appropriate manager.

- 16.1.3 If the matter is still not resolved after another 7 calendar days, the matter will be raised by the Union, employee or his/her representative with the People Division.
- 16.1.4 If the matter remains unresolved after a further 7 calendar days, the parties to this agreement may refer the issue to the Australian Industrial Relations Commission (AIRC) for conciliation, mediation, or, if necessary, arbitration.
- 16.2 The parties to this agreement agree to consent to the jurisdiction of the AIRC in respect to any matter contained in this agreement, other than termination of employment, and be bound by its decisions, recommendations or orders, subject to any appeal. The consent of the parties in this regard does not in any way extend to making variations to this agreement, or making a new agreement or award.
- 16.3 During any dispute or grievance, the parties to this agreement agree that while the dispute procedure is in operation, work will proceed as required by the TAC (except where a genuine health and safety issue is involved). Such arrangements will be without prejudice to any party's case.

Clause 17 Anti-Discrimination

- 17.1 It is the intention of the parties to this Agreement to achieve the principal object in section 3(m) of the *Workplace Relations Act 1996 (Cth)* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin or any other prohibited ground of discrimination.
- 17.2 Accordingly, in fulfilling their obligations under the Disputes and Grievances procedures, the Parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 17.3 Nothing in this clause is to be taken to affect:
 - 17.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth and State anti-discrimination legislation and all Victorian law
 - 17.3.2 An employee, 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
 - 17.3.3 The exemptions in section 659 (3) and (4) of the *Workplace Relations Act 1996 (Cth)*.

Clause 18 Public Holidays

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

New Year's Day; Good Friday; Easter Saturday; Easter Monday; Christmas Day; Boxing Day; Australia Day; Anzac Day; Queen's Birthday; Labour Day; and Melbourne Cup Day. 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.
- 18.2 When Christmas Day falls on a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

- 18.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 18.4 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 18.5 As of January 2009, employees will not be entitled to Melbourne Cup Day as provided in clause 18.1. Instead, employees will be entitled to Geelong Cup Day (in lieu of Melbourne Cup Day).
- 18.6 The TAC, or divisions or local work areas within the TAC may nominate another day as a substitute for any of the above days.
- 18.7 The parties may, by agreement in relation to any workplace, substitute another day for any of the above days. For example a local Cup Day may be substituted in lieu of Geelong Cup day for those employees located in regional or other areas.
- 18.8 In circumstances where it is proposed to substitute another day for any of the above days, sufficient cause and reasonable notice will be given.

18.9 **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.

Clause 19 Hours of Work

19.1 Ordinary hours

- 19.1.1 Ordinary full-time hours will be an average of 76 hours per fortnight (exclusive of meal breaks), worked between 7am and 7pm on any days.

19.2 Spread of hours

- 19.2.1 **Flexible arrangement of hours of work:** Existing hours worked by employees may be varied by agreement consistent with the need to balance between the commercial and operational needs of the TAC, and the employees' family and social responsibilities, and their work obligations.

19.2.2 **Arrangement of hours:**

- (i) An employee's ordinary hours of work will include an average of at least two consecutive days absence from work each week.
- (ii) No more than 11 hours can be counted as ordinary.
- (iii) All arrangements for ordinary hours will include a requirement for a minimum 30 minute meal break after five hours.

19.3 Flexi-time

- 19.3.1 Flexi-time arrangements apply to positions covered by this agreement (excluding job group 5, 6 and positions covered by the legal job group family) unless otherwise agreed;
- 19.3.2 Flexitime must be worked between the hours of 7.45am and 5.45pm Monday to Friday unless local arrangements are negotiated; and
- 19.3.3 For the purposes of calculating flexitime, an employee can not record more than a maximum total of 9 hours and 30 minutes in any one working day.

19.4 If the work commitments of a position mean that flexi-time arrangements are not appropriate in the circumstances then the manager will consult with the relevant employee/s. In this event the manager and employee/s will discuss the working hours arrangements required and will agree on one of the following arrangements which best suit the business needs of the area/department/division:

- (i) 19 days in a four week period; or
- (ii) 9 day fortnight; or
- (iii) Standard TAC working hours 8.15am to 4.36pm (i.e. 7 hours and 36 minutes per day); or
- (iv) A variation to the standard working arrangement in that an employee may start or finish earlier or later than the standard working hours (must be within the span of hours listed above); or
- (v) A variation in that work may be performed over a reduced number of attendances during a working week although the ordinary hours shall average 38 hours a week (overtime will not be payable in this event).

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

Clause 19A Hours of Work for Job Group 5 & 6 and the Legal Job Group Family (except Articled Clerks / Legal Trainees)

Ordinary full-time hours for employees in job groups 5 and 6 or the legal job group family (except articled clerks / legal trainees) will be an average of 76 hours per fortnight (exclusive of meal breaks averaged over each 12 month period of employment commencing on the employee's start date and each anniversary of his/her start date), worked between 7am and 7pm on any days, and such reasonable additional hours as may be required. The whole of clauses 19 and 20 in this agreement do not apply to employees in job groups 5 and 6 or the legal job group family (except articled clerks/ legal trainees).

Clause 20 Overtime

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

- 20.1.1 Overtime is work outside of ordinary hours. Overtime is hours worked which are additional to an employee's ordinary hours of work;
- 20.1.2 Overtime must be worked with the authorisation of the TAC;
- 20.1.3 For overtime worked on a Monday to Friday an employee may elect to take time off in lieu of overtime worked on a 1:1 basis. Time taken in lieu will be taken at a time requested by the employee and approved by the TAC. For overtime worked on a weekend or public holiday an employee may elect to take time off in lieu of overtime worked on a 2:1 basis;
- 20.1.4 Overtime will be paid at time and one half of the employee's ordinary hourly rate;
- 20.1.5 A meal allowance of \$22.40 will be paid after the first two hours overtime and after each subsequent four hours;
- 20.1.6 A meal break of at least twenty minutes must be taken between ordinary hours worked and any overtime performed, except with the agreement of the TAC

and the employee. An employee will still be eligible for a meal allowance if the appropriate meal break is not taken;

- 20.1.7 A minimum of three hours overtime will be paid in circumstances where overtime is not continuous with an employee's ordinary hours;
- 20.1.8 Where ever practicable, employees should have at least a 10 hour break between the work on successive days. The employee will suffer no loss of pay if the 10 hour break is taken during his or her normal ordinary hours of attendance. 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;
- 20.1.9 A part-time employee will not be eligible for overtime payment unless the employee works in excess of 76 ordinary hours during any one fortnightly pay period except where a part time employee works more than seven hours and thirty six minutes on any day in the relevant fortnightly pay period. In situations where a part time employee's specified working hours are longer than 7 hours and 36 minutes then overtime will only apply when the employee works longer than the specified working hours;
- 20.1.10 Where a manager requests an employee to work overtime at short notice due consideration should be given to the employee's family responsibilities and commitments;
- 20.1.11 When employees (either full-time or part-time) are required to work overtime on weekends overtime rates of pay will be applicable; and
- 20.1.12 Where an employee is required to travel intrastate or interstate and as a result is away overnight, time off to a maximum of 3 hours of travel time may be negotiated on an hour for hour basis. This agreed time must be taken within 14 calendar days either side of its accrual unless the TAC's business needs require otherwise.

20.2 **Childcare**

Where employees are 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.

Clause 21 Workforce Planning

- 21.1 The TAC and employees will work together to annually develop an agreed set of procedures concerning the planning of all leave taken including flexi leave and annual leave. The aim of this planning is to provide appropriate availability of resources in advance and on an annual basis to meet business needs and to ensure ongoing client services of a high standard is maintained. Where appropriate to meet business needs local arrangements may be considered with the approval of the Senior Manager of the work area.

- 21.2 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 leave is to be rescheduled, management must make all attempts to reschedule the planned flexi leave as soon as is practicable to the employee.

Clause 22 Time Off for Work Outside Inherent Requirements

- 22.1 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. For example Information Technology and Finance roles or solicitors with a current practising certificate.
- 22.2 When a manager requests an employee to undertake work at times and locations considered to be outside the inherent requirements of the role, an arrangement between the employee and the line manager will be agreed prior to the event and time off may be provided on an hour for hour basis. This agreed time must be taken within 14 calendar days either side of its accrual.

Clause 23 Purchased Leave (48/52)

- 23.1 The parties agree that a "48/52" flexible work scheme is to be a voluntary scheme and employees can apply through their line manager to the General Manager for approval. Approval will be balanced against operational requirements of the work unit. The TAC reserves the right to decline any application, but will not unreasonably withhold agreement to an application under this clause.
- 23.2 The 48/52 flexible work scheme is intended to provide flexibility in employment for employees with family responsibilities and for employees who wish to extend their leave options for personal reasons.
- 23.3 The 48/52 flexible work scheme is to be available to all employees, except fixed term employees on appointments of less than 12 months and casual employees. Employees working in accordance with this arrangement will receive 48/52 of their annual salary across the 52 week period and will have access to an additional 4 weeks' paid leave (48/52 leave) per annum accrued over the same period. This additional 4 weeks' leave will not attract annual leave loading.
- 23.4 No employee currently employed on a full time basis shall be required to work according to the 48/52 flexible work scheme, or be transferred to another position to enable the 48/52 scheme to be implemented.
- 23.5 All eight (8) weeks leave must be taken during the twelve (12) month period for which approval to participate in the scheme has been given.
- 23.6 An employee who may have an accrued excess leave balance of over 40 days annual leave at any time during the 48/52 year will not be eligible to enter into the 48/52 scheme.

Clause 24 Deferred Salary Scheme

- 24.1 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.

- 24.2 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 they would otherwise be entitled to receive in accordance with the agreement as at the last day of the fourth year of deferment.
- 24.3 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.
- 24.4 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.
- 24.5 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.

Clause 25 Annual Leave

25.1 **Standard Leave Entitlements**

- 25.1.1 An employee (other than a casual) will be entitled to 152 hours (20 days x 7.6 hours) paid annual leave for every full year of service. This amount will be calculated on a pro-rata basis for part-time or part year service.
- 25.1.2 Annual leave is in addition to any public holiday for which the employee is entitled to be paid.

25.2 **Payment for Leave**

- 25.2.1 Annual leave will be paid at an employee's base salary.
- 25.2.2 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 covered by the agreement must not exceed the allowance that would be payable on the maximum salary of the Job Group 4 classification.

25.3 **Taking Leave**

- 25.3.1 Annual leave may be taken at times nominated by the employee provided that they are convenient to needs of the TAC. An appropriate response taking into account the wishes of the employee must be provided to the employee within 5 working days from receipt of the application for leave.
- 25.3.2 Annual leave must be approved in advance. The TAC may waive this requirement.
- 25.3.3 The TAC may, by giving not less than four weeks notice, direct employees to take annual leave, however, a management plan for the taking of annual leave by an employee will be considered as a first option in the management of leave.
- 25.3.4 The parties agree to the development of an action plan in circumstances where an employee's annual leave entitlement is in excess of 40 days. Where a resolution cannot be achieved on the matter it will be subject to the dispute resolution procedures.

25.3.5 If the employee fails to agree to a plan, or fails to go on leave after a plan has been agreed, the Senior Manager will direct him/her to take leave and the employee will be placed on leave for the agreed dates as set out in the leave plan previously submitted.

25.3.6 Employees are expected to take annual leave within 12 months of the leave becoming due.

25.4 **Service**

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

25.4.1 all paid leave;

25.4.2 any period where accident make-up pay is paid; and

25.4.3 authorised sick leave without pay not exceeding 3 months in duration.

Clause 26 Sick Leave

26.1 An employee (other than a casual) who is absent from work on account of personal illness, or an injury resulting from an accident, shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations.

26.2 Employees will be credited with sick leave on the following basis and such leave will be cumulative:

26.2.1 A credit of 10 days sick leave on commencement of employment;

26.2.2 A credit of a further 10 days sick leave on each anniversary of the commencement of employment with the TAC;

26.2.3 Provided that if the employee takes less than 10 days sick leave in any year, the unused sick leave accrued during that year will be multiplied by 1.8 and added to the personal sick leave credits;

26.2.4 Credits for an employee that works part-time, will be calculated on a pro-rata basis.

26.3 An employee is not entitled to paid sick leave for any period in respect of which the employee is entitled to WorkCover or similar benefits.

26.4 An employee must inform his or her supervisor/manager, of the inability to attend for duty within one hour of their normal commencement time, or as soon as reasonably practicable, providing the reason for the absence and the estimated duration of the absence.

26.5 In the case of illness or injury an employee may take up to three days of accrued sick leave with pay in each year of employment without having to provide a medical certificate from a registered health practitioner or a statutory declaration. However, all further applications for sick leave must be supported by a medical certificate or, if this is not reasonably practical, a statutory declaration.

26.6 For the purposes of this clause, "registered health practitioner" means one of the following: Doctor of Medicine; Dentist; Physiotherapist; Chiropractor; Osteopath; Psychologist; Podiatrist; or Optometrist or a practitioner registered by the Chinese Medicine Registration Board of Victoria. Furthermore, "statutory declarations" that have been witnessed by a TAC employee will not be accepted for the purposes of this clause and clause 27 (family leave).

26.7 **Unpaid sick leave**

If all sick leave credits are exhausted, an employee may take unpaid sick leave provided the employee complies with the notice and evidence requirements set out in clauses 26.4, 26.5 and 26.6 above.

26.8 **TAC Sick Leave Bank**

After exhausting all leave entitlements, an employee with long term or chronic health conditions or an employee who is caring for an immediate family member with long term or chronic health conditions may apply to access paid sick leave/family leave from the sick leave bank. Access to the sick leave bank is subject to management approval and established policy guidelines.

Clause 27 Family Leave

- 27.1 An employee shall be entitled to use a maximum of fifteen (15) days of his or her accrued sick leave per year to provide care or support or to attend medical treatment or medical appointments for a member of his or her immediate family or household who is ill or injured or requires care due to an unexpected emergency. Fifteen days of this entitlement may be converted from the individual's available accrued sick leave in any one year.
- 27.2 In this clause "Immediate family" means - an employee's child, spouse or domestic partner, parent, brother or sister, grandchild or grandparent or spouse's/domestic partner's, child, parent, brother or sister, grandchild or grandparent to an employee's child, spouse or partner, parent or spouse's/partner's parent.
- 27.3 The entitlement to use family leave in accordance with this clause is subject to the following conditions and limitations:
- 27.3.1 Leave will be granted subject to the production of satisfactory evidence of illness or injury. Such evidence may, for example, involve appropriate certification by a qualified medical practitioner stating the period of care and why there is need for care or other acceptable evidence;
- 27.3.2 When taking leave to care for members of the employee's immediate family or household who require care due to an unexpected emergency, the employee must establish by production of documentation acceptable to the TAC or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- 27.3.3 Family leave does not accumulate to the following year;
- 27.3.4 An employee who has a medical certificate, may be allowed to apply for up to a maximum of fifteen (15) days paid family leave in aggregate, in any one year;
- 27.3.5 An employee shall inform his or her supervisor/manager of the inability to attend for duty within one hour of his or her normal commencement time, or as soon as reasonably practical, and provide the reason and estimated duration of absence;
- 27.3.6 Family leave may also be utilised where the usual care provider for an employee's child is not able to care for the child and the employee provides a declaration to that effect.
- 27.4 In situations where a supervisor or manager has knowledge of an employee's family circumstances, they can be expected to use some discretion to the granting of family

leave. This may require an employee's declaration to the fact that they were responsible for the care of the person concerned.

27.5 Unpaid family leave

27.5.1 If all family leave credits are exhausted, an employee may take unpaid family leave provided notice and evidence requirements set out in clauses 27.3 are met. The TAC and the employee shall agree on the period. In the absence of agreement, the employee is entitled to two days per occasion, provided notice and evidence requirements are met.

27.6 Casual employment – caring responsibilities

27.6.1 Subject to established notice and evidence requirements, casual employees are entitled to not be available to attend work for the purposes set out in clause 27.1 (family leave) or clause 33.1 (compassionate leave).

27.6.2 TAC and the employee shall agree on the period. In the absence of agreement, the employee is entitled to not be available 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.

27.6.3 TAC must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the TAC to engage or not to engage a casual employee are otherwise not affected.

Clause 28 Long Service Leave

28.1 This clause is to be read subject to the *Long Service Leave Act 1992 (Vic)*. Except as expressly modified by this clause an employee's entitlements to long service leave will be prescribed in the *Long Service Leave Act 1992 (Vic)*.

28.2 Basic entitlement

All employees will be entitled to 3 months 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 1.5 months long service leave.

28.3 Pro-rata access

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

28.4 Period of Leave

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

28.5 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 Resolution Procedures set out in clause 16 in this agreement.

28.6 Termination of Employment

28.6.1 An employee whose service is terminated for any reason will be paid accrued long service leave, provided he/she has an entitlement to such leave;

28.6.2 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 his/her employment is terminated because of ill health or retrenchment. If the employment of an employee is terminated for any other reason no pro rata payment will be made. If an employee dies after the completion of four years continuous service, the pro-rata payment will be made to his/her estate.

28.6 **Payment**

Long service leave will be paid at a full time employee's base salary or TEC.

A part-time employee will be paid based upon an average of the hours he or she worked over the preceding 12 months or 5 years depending on which is greater.

28.7 **Service**

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.

28.7 **Break in service**

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 his or her previous employment with the TAC recognised for the purposes of long service leave. However, any such breaks of service with the TAC prior to the date of variation and extension of this agreement will not be recognised.

Clause 29 Recognition of Prior Service

29.1 Subject to 29.2, the TAC will not recognise prior public sector service for the purpose of any leave or service accrual. This provision does not apply to an employee who joined the TAC on or prior to 14 February 1995.

29.2 **Reciprocal service arrangement with WorkSafe Victoria**

29.2.1 Under a reciprocal arrangement entered into with WorkSafe Victoria, the TAC will recognise the prior service of employees engaged by the TAC from WorkSafe Victoria for the purposes of long service leave, parental leave and sick leave accruals.

Clause 30 Parental Leave

30.1 **Parental leave entitlements**

30.1.1 Parental leave shall be provided in accordance with the *Workplace Relations Act 1996 (Cth)*, subject to this clause 30. Eligible casual employees (as defined in section 284 of the *Workplace Relations Act 1996 (Cth)*) are eligible for the unpaid parental leave entitlement in the *Workplace Relations Act 1996 (Cth)*, subject to notice and evidentiary requirements.

30.1.2 Parents are entitled to a combined total of 52 weeks of parental leave on a shared basis in relation to the birth of their child or adoption of a child (who is no older than primary school age) if they have completed at least 12 months of continuous service immediately before the expected date of birth of the child (for maternity leave only) or immediately

before the first day on which the paternity/partner leave or adoption leave is or is to be taken.

- 30.1.3 Parental leave is available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- (a) for maternity and paternity/partner leave, an unbroken period of up to 10 days at the time of the birth of the child;
 - (b) for adoption leave, an unbroken period of up to 3 weeks at the time of placement of the child.
- 30.1.4 After completing at least 12 months of continuous paid service with the TAC immediately before the expected date of birth of the child (for maternity leave) or immediately before the first day on which the adoption leave is or is to be taken, and since completing any previous parental leave:
- (a) female employees, other than casual employees, are entitled to take 14 weeks of their parental leave in clause 30.1.2 as paid maternity leave;
 - (b) employees, other than casual employees, are entitled to take 14 weeks of their parental leave in clause 30.1.2 as paid adoption leave if they are adopting a child (who is no older than primary school age).
- 30.1.5 Employees may elect to receive payment of the 14 weeks of paid maternity or adoption leave over 28 weeks at 50% of their normal salary arrangements provided that the leave is taken in a block period. The full 28 week period will be recognised as service for the purpose of determining long service leave accrual. However, annual and sick leave will accrue on a proportional basis over the 28 week period.
- 30.1.6 After 12 months of continuous paid service immediately before the first day on which the paternity/partner leave is or is to be taken, employees (other than casual employees) are entitled to 10 days of paid paternity/partner leave.
- 30.2 **Leave during pregnancy**
- 30.2.1 Prior to commencing parental leave, female employees may access up to 35 hours of paid pre-natal leave for each pregnancy to attend medical appointments associated with the pregnancy, provided they will have completed at least 12 months of continuous paid service immediately before the expected date of birth of the child and provided the TAC with a medical certificate from a doctor certifying that they are pregnant.
- 30.2.2 Prior to taking any parental leave, employees may access up to 7.6 hours of leave for each pregnancy to attend medical appointments associated with their partner's pregnancy, provided they provide the TAC with a medical certificate from a doctor certifying their partner's pregnancy. Employees must also provide a medical certificate for each absence.
- 30.2.3 Female employees suffering from an illness before commencing parental leave, whether related or not to their pregnancy, may take any paid and/or unpaid sick leave to which they are entitled in accordance with the relevant personal leave provisions.
- 30.3 **Special maternity leave**
- 30.3.1 Female employees who suffer a miscarriage, in circumstances where their pregnancy had:

- (a) advanced to at least 20 weeks, are entitled to 14 weeks of paid maternity leave and to an amount of further unpaid special maternity leave as determined and certified by a registered medical practitioner as necessary; or
 - (b) not advanced to 20 weeks or more, are entitled to access any paid and/or unpaid sick leave entitlements in accordance with the sick leave provisions of this agreement and as certified by a registered medical practitioner.
- 30.3.2 This does not detract from any entitlement to unpaid special maternity leave under the *Workplace Relations Act 1996 (Cth)*.
- 30.4 **Further leave**
- 30.4.1 Employees may request:
- (a) an extension of the simultaneous parental leave under clause 30.1.3(a) by a maximum of 8 weeks of unpaid leave taken in a block period; and/or
 - (b) an extension of parental leave by a maximum of an extra 12 months of unpaid continuous leave.
- 30.4.2 The TAC must consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the TAC's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 30.4.3 The application and the TAC's decision under clauses 30.4.1(b) and 30.4.2 must be in writing.
- 30.4.4 Employees 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 agreed under clause 30.4.1(b).
- 30.5 **Return to work**
- 30.5.1 Employees must confirm their intention of returning to work by notice in writing to the TAC, not less than 4 weeks prior to the expiration of their parental leave.
- 30.5.2 Employees may request to return from parental leave on a part-time basis until the child reaches school age. Such applications must be made as soon as possible and no less than 4 weeks prior to the employee's due date to return to work. Clauses 30.4.2 and 30.4.3 also apply to applications to return part-time.
- 30.5.3 Unless agreed otherwise between the TAC and employee, employees who take leave under 30.1.2 or clause 30.4.1(b) may extend their parental leave on one occasion only by notifying the TAC at least 4 weeks prior to the date they are due to return to work. All further extensions to parental leave must be by mutual agreement between the employee and the TAC and requested in writing no less than 4 weeks prior to the date the employee is due to return to work.
- 30.6 **Communication during parental leave**
- 30.6.1 In circumstances where the TAC has made a confirmed decision to implement significant structural changes at the workplace, the TAC shall take reasonable steps to:
- (a) make information available to employees on parental leave in relation to any significant effect the change will have on the status or responsibility level of the positions they held before commencing parental leave; and

- (b) provide employees on parental leave with the opportunity to discuss any significant effect the change will have on the status or responsibility level of the positions they held before commencing parental leave.
- 30.6.2 Each employee must take reasonable steps to inform the TAC about any significant matter that will affect the employee's decision about 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.
- 30.6.3 Employees must also notify the TAC of changes of address or other contact details which might affect the TAC's capacity to comply with clause 30.6.1.

Clause 31 Permanent Care Leave

If an employee, other than a casual employee, is granted custody of a child under the age of five years under the *Children and Young Person's Act 1989* by the Children's Court or the Family Court, and the employee is the primary care giver for the child, the employee will be entitled to 2 weeks paid leave at a time to be agreed.

Clause 32 Compassionate Leave

- 32.1 An employee (other than a casual) will be granted up to three days paid leave on each occasion because of the death or serious illness or injury of a member of the employee's household or the employee's spouse or domestic partner, child, parent, brother, sister, grandparent, grandchild or his/her spouse's/domestic partner's child, parent, brother, sister, grandparent or grandchild or on account of pressing necessity considered by the TAC to warrant such leave.
- 32.2 An employee may take unpaid compassionate leave by agreement with the TAC.
- 32.3 The TAC may require the employee to provide satisfactory evidence to support the taking of paid or unpaid compassionate leave.

Clause 33 Leave Without Pay

- 33.1 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.
- 33.2 Leave without pay will not count as service, except where provided for in clause 25.4.

Clause 34 Study Leave

- 34.1 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 (eg distance education/on-line).
- 34.2 An employee who is eligible for study leave may be granted up to five days per annum further paid study leave for preparation and attendance at examinations.

- 34.3 The TAC may, at its discretion, grant an employee up to 12 months study leave with or without pay.
- 34.4 An employee who was eligible for study leave may be granted up to one day paid leave at the conclusion of the studies in order to attend a graduation ceremony.
- 34.5 The TAC may revoke any study leave due to unsatisfactory progress or unsatisfactory work performance.

Clause 35 Trade Union Occupational Health and Safety Training Leave

- 34.1 In order to encourage cooperative workplace relations and facilitate the operation of this agreement, an employee who has been nominated by the union and has been accepted by a training provider to attend a trade union training course may be granted up to five days paid leave to attend within each 12 month period or up to 10 days within a 24 month period, so long as the granting of such leave does not unduly effect the operational requirements.
- 35.2 An employee, upon election as a Health and Safety Representative, may be granted up to five days paid leave to undertake appropriate introductory training from a training organisation of his or her choice that is approved by the Victorian WorkCover Authority, having regard to the course places and the TAC's operational requirements.

Clause 36 Special Leave

An application for special leave may be granted in circumstances not already covered by any other leave provision and only with the approval of the Senior Manager, People Division.

Clause 37 Leave to engage in emergency relief activities

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

Clause 38 Military Leave

- 38.1 Leave with pay may be granted for defence force service in accordance with the *Defence Reserve Service Protection Act 2001 (Cth)*.
- 38.2 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.
- 38.3 Any payment made to the employee in respect of defence service during his or her 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.
- 38.4 Where an employee is injured or becomes ill while on defence force leave, the employee may utilise accrued sick leave after the paid period of military leave expires. Such sick leave may only be utilised as is necessary to top up the employee's earnings to the normal level during sick leave after allowance is made for any compensation that the employee receives from the Commonwealth.

Clause 39 Ceremonial Leave

39.1 Ceremonial leave with pay may be granted, with approval of the supervisor, to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:

39.1.1 Connected with the death of a member of the immediate family or extended family; or

39.1.2 For other ceremonial obligations under Aboriginal or Torres Strait Islander Law.

39.2 **Period of Leave**

The maximum period of ceremonial leave that may be granted to an employee is 5 days in any period of two years.

39.3 **Additional Leave**

Ceremonial leave granted is in addition to leave granted for Compassionate Leave.

Clause 40 Court Attendance Leave (Jury Service)

If any employee is required to appear and serve as a juror under the *Juries Act 2000*, he or she is entitled to leave with pay for the period during which his or her attendance at court is required, subject to the production of satisfactory evidence of such attendance. Any compensation paid to the employee in accordance with the *Juries Act 2000* for serving as a juror during his or her 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.

Clause 41 Selection and Recruitment

It is understood by the parties that, in the first instance, in respect of positions classified within Job Groups 1 to 6 and the legal job group family positions (excluding Articled Clerk / Legal Trainee positions), the TAC will fill vacant positions from within the TAC internally. If no appointment is made internally, the TAC will recruit externally to obtain the people best able and available to undertake the duties of those positions. Selection will be based on merit and the requirements of the position in question.

In special circumstances internal and external recruitment may be conducted simultaneously.

Clause 42 Business Resumption Provision

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

Clause 43 Right of Representation

43.1 An employee (whether individually or collectively) in any dealings with the TAC is entitled to be represented by the Union, or a nominated workplace representative in relation to any matter arising from, or in connection, with this agreement.

43.2 For the purpose of investigating and securing compliance with this agreement, the Union representative will be allowed access to the TAC's premises to meet with the employee(s) during normal work hours when requested to do so by an employee(s), on the provision that any such meeting or access does not disrupt the work of the business.

- 43.3 For the purposes of communication on matters relating to this agreement, a representative of the Union or a nominated workplace representative may, on request to the TAC, utilise the TAC's kitchen notice boards including the use of electronic email facilities and have access to meeting room facilities (if available) upon request.
- 43.4 An authorised representative of the Union will be provided with reasonable time off from normal duties for such periods of time as is necessary to enable him/her to carry out representative functions of the Union pertaining to employment matters arising from this agreement, subject to operational requirements. These functions may include attendance at union branch council meetings, providing representation to union members, participation in bargaining and other consultation processes or any other representative function agreed to by the TAC.

Clause 44 Probationary Period

All new employees, other than casuals, will be subject to an initial probationary period of three months. Every reasonable opportunity must be provided to all new employees to be able to integrate into the TAC.

The TAC will enter into a written agreement with each new employee, other than a casual employee, to provide for an initial probationary period of three months.

Clause 45 Categories of Employment

45.1 **Full-time**

A full-time employee is an employee who is engaged as such and works an average 76 hours per fortnight (excluding overtime) and is not engaged under a different category of employment.

45.2 **Part-time**

A part-time employee is an employee who is engaged as such and works an average of less than 76 hours per fortnight and is not engaged under a different category of employment.

A part-time employee is eligible for all of the provisions of this agreement that apply for full time employees but on a pro-rata basis in accordance with the number of hours that they are engaged to work.

45.3 **Fixed-term**

A fixed-term employee is an employee engaged to work for a specified period of time or on a specified task.

Such employment may be extended to a total period of fixed term employment not exceeding three years.

Unless provided elsewhere in this agreement, a fixed term employee is eligible for all of the provisions of this agreement, except for that portion of parental leave that falls outside the employee's term of employment.

A fixed term employee will accrue sick and annual leave on a pro-rata basis where the current term of engagement has less than a year to run.

45.4 **Casual**

A casual employee is an employee engaged on a daily basis (on an ad-hoc short term intermittent basis only).

A casual employee will be paid 125% of the hourly base salary that would be paid to a full-time employee performing a similar range of duties.

A casual employee will be provided with a minimum payment of four hours if required for duty.

This agreement will apply to casual employees, except for specific clauses and sub-clauses.

45.5 **Change of Employment Category**

An employee's category of employment may only change by agreement between the employee and the TAC.

The use of fixed term or casual employees shall not be used for the purposes of replacing full time ongoing employment and traditional full time ongoing positions.

Clause 46 Redeployment/Retraining

45.1 The TAC will endeavour to avoid retrenchment of employees whose positions are surplus to requirements, through the use of redeployment, retraining, normal employee turnover and controlling the use of external recruitment, employment agency staff or independent contractors.

46.2 In situations where positions are surplus to requirements, the employees, who occupied these surplus positions, will be eligible for redeployment. These employees will receive preference for vacant positions, at or below the employee's current job group level. These employees subject to redeployment may be offered the vacancy if they meet the key selection criteria, or with a reasonable period of training could meet requirements of the vacant position.

46.3 If the employee is offered redeployment to another role at the same job group level, their salary in the new role will remain the same and they will be eligible for salary and incentive payments under this agreement.

46.4 If the employee is offered redeployment to another role at a lower job group level then the employee has the following options:

46.4.1 Accept the offer of redeployment;

46.4.2 Accept a retrenchment package in accordance with prevailing Victorian Government policy in determining the quantum of any retrenchment payments. Retrenchment payments will be in addition to an employee's statutory superannuation entitlements upon retrenchment;

46.4.3 Once an employee has accepted an offer of redeployment for a period of three months the employee will then have a further option of a retrenchment package in accordance with prevailing Victorian Government policy in determining the quantum of any retrenchment payments;

46.4.4 Should the employee agree to continue in the offered role the employee will, for a period of not more than 12 months, be given preference for vacancies at their former job group level, subject to the employee applying for a vacancy and either meeting the selection criteria or with a reasonable period of training being able to meet the requirements of the vacancy;

46.4.5 If the employee accepts an offer of redeployment into a role at a lower job group level and the employee has agreed to continue in the role (i.e. after period of three months) then the employee is required to either:

- a) Accept a lump sum payment equal to 50% of the difference between their current salary level and the maximum salary level for the occupied position at the lower job group provided this is not more than their current salary; or alternatively
- b) Receive their current salary for a period of 12 months after commencing in the position. After 12 months the employee's salary will revert to the maximum salary level for the occupied position at the lower job group, provided this is not more than their current salary.

46.5 Clause 46.4 does not apply to any employee on any type of salary maintenance arrangement at the date of variation and extension of this agreement.

46.6 **Time Off**

Where the TAC has given notice of termination to an employee due to retrenchment, the employee will be allowed reasonable time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times convenient to the employee after consultation with his/her manager.

Clause 47 Termination of Employment

47.1 **Resignation by Employee**

Casual Employees

A casual employee may resign his/her employment by giving one day's notice or forfeiting one days pay in lieu of notice.

Other Employees

An employee, other than a casual, may resign his/her employment by giving at least the following notice in writing:

Period of continuous service	Period of notice
Up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

Where an employee fails to give the appropriate notice period, the TAC may withhold monies due to the employee equivalent to his/her ordinary time rate of pay if he/she had worked during the period of notice not given.

47.2 **Termination by the TAC**

Casual Employees

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

During Probationary Period of Employment

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

Serious Misconduct

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

Clause 48 Statement of Employment

The TAC will provide an employee, upon request, with a written statement specifying the period of employment and type of work performed by the employee.

Clause 49 Disciplinary Process for Unsatisfactory Work Performance and / or Behaviour

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

49.1.1 Casual employees;

49.1.2 Employees who are still subject to a probationary period of employment;

49.1.3 An employee who engages in misconduct or serious misconduct.

49.2 **Unsatisfactory Work Performance and / or Behaviour**

Each stage of the process outlined below should be documented and, where practicable, should be undertaken in the presence of a witness. The Senior Manager, People Division or their representative, should be formally advised of any action resulting from unsatisfactory work performance and or behaviour. Copies of all documentation should be forwarded to the People Division to be placed on the employee's personnel file.

At any point of the process the employee can request a support person of their choice or a Union representative to attend any meeting.

Counselling session

A counselling session may be given to an employee if he or she engages in unsatisfactory work performance and/or behaviour.

Unsatisfactory work performance and/or behaviour includes poor attendance, inappropriate use of the TAC's systems and behaviour that is inconsistent with the TAC's vision and shared values.

During the counselling session, the manager will state the performance and/or behavioural issues and the expected standard required of the employee.

Once the employee has had an opportunity to respond to the issues raised in the initial counselling session, the manager will set a period of time in which the employee shall be required to improve or place the employee on a Performance Improvement Plan for a period of not more than 3 months. The employee will be advised of any consequences of not meeting the required standard.

Formal written warning

If at the end of the review period, or Performance Improvement Plan, the employee continues to engage in the unsatisfactory work performance and/or behaviour, or does not demonstrate sufficient improvement, a formal written warning will be given to the employee by the employee's manager.

The written warning will outline:

- what is expected of the employee;
- where and how the employee is not meeting the expected standard of work performance and / or behaviour; and
- the consequences of failure to improve.

The written warning will be placed on the employees personnel file for a period of up to 12 months.

Final 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.

Termination

If the employee continues to engage in unsatisfactory work performance and/or behaviour then the employee's employment will be terminated under clause 49.3.

49.3 Termination of Employment for Unsatisfactory Work Performance and/or behaviour

If the TAC decides to terminate the employment of an employee for unsatisfactory work performance and / or behaviour the following notice of termination will be given in writing:

Period of Continuous Service	Period of Notice
Up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

The TAC will give two week's additional notice to employees aged over 45 years of age who have at least two years service with the TAC.

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

Clause 50 Misconduct

- 50.1 Prior to any action being taken as a result of misconduct (including serious misconduct), the employee will be advised of all allegations of misconduct and will be provided with the opportunity to respond. Liaison by the relevant line management with the People Division should take place. Where requested by the employee, he/she may be assisted by a representative of the Union.

50.2 **Disciplinary action**

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

- 50.2.1 Official reprimand;
- 50.2.2 Reduction in Job Group;
- 50.2.3 Reduction in base salary;
- 50.2.4 Compulsory transfer or other action deemed appropriate having regard to the circumstance.

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

50.3 **Summary Dismissal**

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

Clause 51 Higher Duties

- 51.1 An employee will be eligible for payment of a higher duties allowance while acting in a higher classified position for a period exceeding 14 calendar days. Where the employee performs the full range of responsibilities of the higher position, a higher duties allowance will be paid calculated as the difference between the employee's salary in his or her substantive position and the minimum applicable rate for the higher duties position.
- 51.2 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.
- 51.3 Where an employee is eligible for a higher duties allowance for a period of at least 3 months, his/her incentive payments will be calculated on a pro-rata basis for the period worked in each job group during the PDR cycle.
- 51.4 Higher duties allowance will continue to be paid during:
 - 51.4.1 Periods of authorised leave not exceeding 5 consecutive working days, where the higher duties assignment begins prior to the commencement of leave and ceases after return from such leave;
 - 51.4.2 Periods of long service or annual leave exceeding one week if the employee is assigned higher duties for at least 6 months, provided the allowance will not be paid for any portion of leave that extends beyond the period of the higher duties assignment.

Clause 52 Accident Make Up Pay

An employee who is absent from duty by reason of an illness or injury in respect of which the employee is entitled to weekly payments under the *Accident Compensation Act 1985* ("Act") shall be entitled to Make Up Pay for the duration of such absence or a period or periods of absence of 52 calendar weeks or an aggregate of 261 working days, for that injury or illness.

"Make Up Pay" means the difference between the weekly payments to which the employee is entitled under the Act and the employee's ordinary time earnings for the relevant period.

Clause 53 Expenses

- 53.1 The TAC will reimburse reasonable, additional expenses actually incurred whilst an employee is away from his/her usual place of employment. Reimbursement will be on the basis of receipts provided.
- 53.2 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.
- 53.3 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.

Clause 54 First Aid Allowance

Where an employee, in addition to his or her duties, agrees to be appointed by the TAC to perform first aid duties, an allowance of \$470.40 per annum will be paid to the employee if he or she is the holder of a Certificate 3 in First Aid issued by the St John's Ambulance Australia or an equivalent qualification. The TAC will reimburse any additional costs incurred by the employee in maintaining the first aid qualification.

Clause 55 Workload

The TAC acknowledges that they have a duty of care to ensure that the allocation of work to their employees will be consistent with the *Occupational Health and Safety Act 2004*, and also has regard to the 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.

Clause 56 Remote Work Option

Where approved by the TAC, staff may access the remote work option. General Managers will consider each proposal on its merits and the proposed arrangements must meet business needs. The TAC should benefit from increased productivity and improved service to its clients.

Clause 57 Superannuation

The TAC will comply with Superannuation Guarantee obligations for all of its employees regardless of their age. Contributions will be made to a complying superannuation fund. Employees who are members of defined benefits funds administered by the Government Superannuation Office (GSO) may elect to make salary sacrifice contributions to these funds in accordance with relevant State Government legislation. GSO guidelines will apply.

Clause 58 Environmental Committee

The TAC will establish an environmental committee the aim of which will be to make recommendations to management of ways to improve the organisation's environmental practices. Once endorsed, employees will support the implementation of the recommendations in order to help build more sustainable environmental work practices at the TAC.

Clause 59 Leave for Blood Donations

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

Clause 60 Leave to engage in voluntary community activities

60.1 An employee, other than a casual, 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:

60.1.1 Mayor or Shire President – up to three hours per week, or where special occasions arise, six hours per fortnight; or

60.1.2 Councillor – up to three hours per fortnight, or where special occasions arise, six hours per month.

60.2 An employee, other than a casual, 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:

60.1.1 Chair or President – up to three hours per week, or where special occasions arise, six hours per fortnight; or

60.1.2 Committee member – up to three hours per fortnight, or where special occasions arise, six hours per month.

Clause 61 Participation in sporting events

Leave with pay up to a maximum of two weeks in any two year period may be granted to an employee, other than a casual, to participate either as a competitor or an official in any non professional state, national or international sporting event.

*ATTACHMENT A TRAINEES
PRINCIPLES COVERING EMPLOYMENT OF TRAINEES*

Trainees employed at the TAC will be enrolled with a registered training provider or covered by an arrangement under the *Vocational Education, Training and Employment Act 1990*.

The salary arrangements and general matters of the National Training Wage Award apply subject to the terms and conditions of employment of this agreement.

Training provided under this scheme will be nationally recognised as appropriate to the occupation or trade into which the trainee is to be placed. In the event of State Regulations or laws applying to the qualification/licensing or a state qualification applying in the absence of a national qualification, applicable Victorian Regulations and laws in relation to registration and/or licensing will be adhered to.

The employment prospects of trainees are to be made clear at the time of induction.

Work readiness training programs, including language and literacy (where necessary) will be provided to those most in need in the TAC's view to guarantee the best use of a prospective trainee's assignment.

No existing employee will lose employment as a result of the introduction of trainees. The TAC will not dispense with the services of employees for the purpose of appointing a trainee.

The parties recognise the inherent value of job security for the well being of all classes of employees and the need to ensure that existing casual employees are not displaced or alternative employment opportunities of redeployees are not adversely affected. Furthermore, trainees will not be appointed in specific workplace locations where redundancy programs are being targeted.