



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Tasmanian Aboriginal Corporation T/A Tasmania
(AG2024/4968)

TASMANIAN ABORIGINAL CORPORATION (TAC) ENTERPRISE AGREEMENT 2025

Health and welfare services

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 13 JANUARY 2025

Application for approval of the Tasmanian Aboriginal Corporation Enterprise Agreement 2025

[1] An application has been made for approval of an enterprise agreement known as the *Tasmanian Aboriginal Corporation (TAC) Enterprise Agreement 2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Tasmanian Aboriginal Corporation T/A Tasmania. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Australian Nursing and Midwifery Federation and Australian Municipal, Administrative, Clerical and Services Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[4] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 15.1 – Summary of Leave Entitlements for Permanent Full Time Employees and Part Time Employees (Pro Rata); and
- Clause 15.1.2 - Your Annual Leave Entitlement; and
- Clause 15.9.2 – Payment for Public Holidays.

However, noting clause 5 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 January 2025. The nominal expiry date of the Agreement is 1 June 2027.



DEPUTY PRESIDENT

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TASMANIAN ABORIGINAL CORPORATION

Enterprise Agreement 2025

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1. TITLE

This is the Tasmanian Aboriginal Corporation (TAC) Enterprise Agreement 2025. It replaces the 2020 TAC Enterprise Agreement.

2. HOW THIS AGREEMENT IS ORGANISED

To help you find your way around the *Agreement* it is divided into Sections. You will find a table of contents at the front.

3. HOW CERTAIN WORDS/PHRASES ARE DEFINED.

You will find some words and phrases have a specific meaning. You can find their meaning in the Definitions in Clause 6.

4. WHO THIS AGREEMENT COVERS

This Agreement covers all TAC employees whose jobs are classified from Level One to Level 10 in this Agreement (found under Clause 9)

The Australian Nursing and Midwifery Federation, Tasmanian Branch and the Australian Services Union are bargaining representatives for this enterprise agreement.

5. SOME IMPORTANT RULES ABOUT HOW THE AGREEMENT OPERATES

This Agreement will start seven days after approval by the Fair work Commission. It will operate for two years, and its nominal expiry date will be June 2027.

This Agreement replaces and applies to TAC employees (as defined in Clause 4) instead of the following Awards:

- (a) Aboriginal Community Controlled Health Services Award 2010
- (b) Children's Services Award 2010
- (c) Gardening and Landscaping Services Award 2010
- (d) Health Professionals and Support Services Award 2010
- (e) Nurses Award 2010
- (f) Social, Community, Home Care and Disability Services Industry Award 2010
- (g) Clerks Private Sector Award 2010.

Employee entitlements under this Agreement apply unless a superior condition applies in accordance with the National Employment Standards.

6. DEFINITIONS

Additional Hours	Any authorised hours of work that are in addition to the usual hours of work that you perform.
Agreement	Means this Agreement, the Tasmanian Aboriginal Corporation Enterprise Agreement 2024
Award	Means any, or all of, the following: <ul style="list-style-type: none"> (a) Aboriginal Community Controlled Health Services Award 2010 (b) Children’s Services Award 2010 (c) Gardening and Landscaping Services Award 2010 (d) Health Professionals and Support Services Award 2010 (e) Nurses Award 2010 (f) Social, Community, Home Care and Disability Services Industry Award 2010 (g) Clerks Private Sector Award 2010.
Classification	Every position at the TAC has a classification attached to it and these are outlined in the classification table set out in Clause 9. Every position is classified according to a range of factors including level of responsibility, accountability, decision making, qualifications and knowledge required.
Coordinator/Supervisor/Team Leader	An employee who has been appointed in writing to a position that is designated as a role that has responsibility for supervising or coordinating the activities of other staff. Coordinators, Supervisors and Team Leaders report to a higher-level manager within the TAC.
Casual Employee	A casual employee is engaged by the TAC by the hour, when required. Casual employees have no entitlement to predictable hours of work (see Clause 8)
Immediate Family or Household	<ul style="list-style-type: none"> (a) A spouse which includes a de facto spouse (b) Child, which includes stepchild, adopted child and foster child (c) Parent, stepparent, siblings, grandparents, parents-in-law, siblings in law, grandchildren, uncles, aunts, nephews and nieces of the employee or the employee’s spouse, (d) A recognised member of the employee’s household
Manager	A Manager is a senior level member of staff with significant responsibility across a region, program(s), or specialist area of knowledge within the TAC.
NES	National Employment Standards – these are national standards that apply to all employees regardless of whether they are employed under an Award or an Enterprise Agreement. The National Employment Standards are contained in the Fair Work Act 2009
Notice of Termination	Notice of termination is a notice provided by the employee to the TAC or by the TAC to the employee when employment is ending. Please see clause 17

Ordinary Rate of Pay	Your hourly rate of pay (which is a full time pay divided by 36.25 hours per week) it is the base rate of pay your receive.
Overtime	Any authorized hours of work that are in addition to the usual hours of work that you perform. Employees must be paid at the relevant overtime rate or given time off in lieu of the relevant rate for authorized additional hours of work.
Part time Employee	An employee who has been appointed to a permanent position for hours that are less than a full-time employee (i.e., any number of hours less than 36.25 hours per week)
Permanent Employee	Permanent employment means there is no specified end date that ends your employment. If you resign, retire, die, abandon, or are terminated from employment or your job is made redundant, your employment ends.
Significant Effects	Significant Effects include termination of employment; major changes in the composition, operation or size of TAC's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs.
TAC	Tasmanian Aboriginal Corporation
TOIL	Time off in lieu (in lieu of payment for these hours at ordinary or overtime rates of pay)
Workplace Delegate	<p>A workplace delegate is a person who has been appointed or elected in accordance with the rules of an employee organisation (i.e., a union organisation), to be a delegate or representative (however described) for either or both of the following:</p> <p>(a) members of the organisation (i.e. a union organisation) who work in a particular enterprise such as the TAC;</p> <p>(b) members of the organisation who perform work for, or that has been arranged or facilitated by, a particular regulated business</p> <p>Workplace delegates may act on behalf of other TAC employees when negotiating the enterprise agreement or in other matters outlined in this Agreement or as described by the Fair Work Act.</p>
Workplace Representative Allowance	An Allowance that is paid if you are appointed to a role with additional workplace responsibilities (and these have been confirmed in writing by the CEO) such as being an employee representative on the TAC WHS Committee or similar. See Clause 12

7. BACKGROUND TO THE AGREEMENT

Objectives:

- (a) To promote fair wages and conditions for all employees balanced against the need for employees to be flexible and responsive to the needs of the Aboriginal Community they serve.
- (b) To ensure the conditions of employment are fair to everyone no matter which TAC Program in which you work,
- (c) To ensure that the TAC can afford the conditions of employment that it offers to you,
- (d) To encourage productivity, efficiency, flexibility, and cooperation in the workplace,
- (e) To promote improved services to the Aboriginal Community in Tasmania.

General Principles:

- (a) All employees acknowledge that they work with the TAC because of the funding received due to the disadvantage of Aborigines in Tasmania,
- (b) The TAC provides services to individuals and programs which operate at a broader political and community level. Policy setting and decision making will be carried out with the interests of the Aboriginal Community in mind.
- (c) Social injustice, exploitation and employment inequity endured by Aborigines require special measures to be adopted in the TAC workplace and in the Community to redress this situation.
- (d) Aborigines are entitled to the best possible quality of service.
- (e) Programs will be administered in a manner which has the common good and benefit of the Aboriginal community in mind.
- (f) The TAC and its Employees shall maintain as their goal a continued improvement in the efficiency and effectiveness of their work in the light of these principles.
- (g) It is desirable that all TAC Employees have:
 - i. An understanding and awareness of, and sensitivity to, Aboriginal culture and aspirations.
 - ii. The ability to deliver, or assist in the delivery of, effective and appropriate services to the Aboriginal community.
 - iii. The ability to function effectively at work in an Aboriginal organisation.
- (g) The TAC is predominantly resourced through financial grants provided through Federal and State governments and is therefore dependent upon government for adequate levels of funding to ensure the maintenance of infrastructure, Employee levels and conditions of employment.
- (h) The TAC recognises its success in providing services to the Aboriginal community is related to the performance of its Employees. The TAC aims to increase employment opportunities, to provide its Employees with job security, and to improve services through improved efficiency.

TAC Values

The TAC and all employees have the shared commitment to:

- (i) provide a workplace that is free from discrimination;
- (j) maintain the highest ethical standards;
- (k) deliver services fairly, effectively, and courteously to the community;
- (l) foster leadership of the highest quality;
- (m) establish workplace relations that value communication, consultation, cooperation, and input from employees on matters that affect their workplace;
- (n) provide a fair, flexible, safe, and rewarding workplace;
- (o) focus on achieving results and managing performance;
- (p) promote equity in employment;
- (q) provide a reasonable opportunity to all eligible members of the community to apply for TAC employment.

8. TERMS OF EMPLOYMENT

8.1 Types of Employment

You can be employed at the TAC as a:

<p>i) Full time permanent employee</p>	<p>You work 36.25 hours per week within the hours of work outlined in Clause 13.</p>
<p>ii) Part time permanent employee</p>	<ul style="list-style-type: none"> • You work less than 36.25 hours per week • You work predictable hours of work, and • You receive, on a pro rata basis, equivalent pay, and conditions to those of a full-time permanent employee whose job is the same as yours. • You work the same span of hours as outlined in Clause 13. • When you first start employment at the TAC your supervisor will agree in writing on a regular pattern of work, specifying the hours worked each day, which days of the week you will work and the starting and finishing times each day. • By agreement with the TAC and to accommodate the operational needs of the TAC, you may temporarily or permanently increase or decrease their hours of work. This must be confirmed in writing. • If you change from full-time to part-time you all your accrued entitlements and your employment shall be deemed to be continuous. • You must be employed for a minimum of three (3) consecutive hours.
<p>iii) Casual employee</p>	<p>You are employed to work by the hour and on a when required basis in accordance with the NES.</p> <p>You must be employed for a minimum of three (3) consecutive hours. If you report to work as directed by your supervisor and then are not required to start work, you will be paid two hours (2) at the base hourly rate for your classification.</p> <p>Casual employees are not entitled to any:</p> <ul style="list-style-type: none"> • Paid leave • Notice of termination • Redundancy entitlements (as outlined in clause 19 of this Agreement) • You receive a causal loading instead of receiving paid leave. <p>If you have been working a regular pattern of hours for six (6) months with satisfactory performance, you may be offered the option of converting to permanent part-time or full-time employment.</p>

	<p>You can also request to convert from casual employment to permanent employment when you have been employed for six months in accordance with the NES.</p> <p>Casual employees have access to Domestic Violence Leave and are entitled to community service leave, parental leave and jury service.</p>
Fixed Term Part time Or Full-Time employee	<p>You can be employed for a set period (no more than 2 years) full-time or part-time.</p> <p>Once this fixed term ends you may either be offered: permanent employment with the TAC or your employment may be terminated.</p> <p>Some limited exceptions apply to this clause in accordance with the NES.</p> <p>If you are offered a permanent role, your accrued entitlements continue into the permanent role.</p>
An apprentice or trainee	<p>An apprentice or trainee is a person employed under a non-school-based or school-based training arrangement approved by Skills Tasmania or its equivalent. This may include a registered training agreement for each trainee.</p>

8.2 Probation Periods

When you start work at the TAC, you will be subject to probation. This will not exceed six months. During the probation period, your supervisor will meet with you to discuss and review regularly.

The purpose of these meetings is to assess whether you can perform the job to the standard required, what support you may need to continue to do the job and whether employment can continue at the end of the six-month period.

Any probation period you work is counted as continuous service.

9. CLASSIFICATIONS TABLE

As agreed by the TAC with all employees subject to this Agreement, the TAC agrees to review and work to improve the useability and relevance of the Classification Table outlined below in consultation with employees.

It is agreed that the Classification Table outlined below is a temporary measure and that negotiations to review and update the Table will start and conclude with 12 months of this Agreement starting.

Classification Level	General Description
Level 1.1 to 1.6	<p>Staff at Level 1 will work under the direction of another worker and/or undertake training including trainees</p> <p>This classification is generally reserved for support workers, drivers, cleaners, land management and unqualified children's service workers.</p>
Level 2.1 to 2.5	<p>Staff at Level 2 work on routine tasks and/or operate basic equipment and work within established routines and guidelines.</p> <p>Duties may include, for example, the maintenance of simple records, routine childcare, or manual labour.</p> <p>Formal qualifications are not required, but staff may undertake training to improve their skills.</p> <p>Land Management Workers at this level will have at least a Certificate 2 qualification or working towards achieving the qualification.</p> <p>Child Care workers at this level will have a Diploma qualification or above and commence at 2.4 or above.</p> <p>Aboriginal Health Workers will have a Certificate 3 qualification or above and commence at 2.2 or above.</p>
Level 3.1. to 3.5	<p>Staff at Level 3 work under general direction.</p> <p>Duties may undertake a combination of keyboard, clerical, and administrative duties, and/or provide basic support and assistance in programs provided by the TAC.</p> <p>Child Care workers at this level will have a Diploma qualification or above.</p> <p>Aboriginal Health Workers will have a Certificate 4 qualification in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or equivalent and commence at 3.2 or above.</p> <p>An Aboriginal Health Worker required by legislation to maintain registration as a condition of their employment and who holds a Certificate 4 or equivalent must be classified as no less than Level 3.3.</p>
Level 4.1 to 4.4	<p>Staff at Level 4 work under general direction. Detailed instructions are not necessarily given, and staff may exercise initiative and judgement in applying established work practices and procedures, and in solving day-to-day operational problems.</p> <p>Staff who do not have a background in the specific work area should have skills and knowledge from past work experience which could quickly be adapted to the work area.</p>

Level 5.1 to 5.4	<p>Staff at Level 5 work under general direction. Staff are expected to use their own initiative and judgement in solving problems.</p> <p>This may involve interpretation and judgement in applying established guidelines and procedures in preparing reports and/or undertaking research and/or providing support, referrals, and education to the Aboriginal community.</p> <p>Staff at this level may have some responsibilities for coordinating TAC services and programs and may be required to co-ordinate or oversee the work of others.</p> <p>Appropriate qualifications will generally be required at this level.</p>
Level 6.1 to 6.4	<p>Staff at Level 6 work under minimal supervision. Staff are expected to use their own initiative and judgement in solving problems.</p> <p>This may involve interpretation and judgement in applying established guidelines and procedures. Staff may be responsible for the coordination of some services and programs.</p>
Level 7.1 to 7.4	<p>Staff at Level 7 usually work unsupervised or autonomously.</p> <p>They may direct the operation of an organisational element or major program area and/or be involved in reviewing and developing policies and procedures, overseeing the work of other staff, and/or providing specialist advice and assistance.</p>
Level 8.1 to 8.3	<p>Staff at Level 8 are responsible for the management and administration of a specialist organisational function or statewide program area. Regional Managers may be appointed at this level.</p> <p>Staff at this level are expected to exercise the judgement required for autonomous work, provide high level policy advice to the CEO, and/or have advanced skills in their professional field or an appropriate qualification.</p>
Level 9.1 to 9.3	<p>Staff at Level 9 are responsible to the CEO for the management and administration of a major organisational unit incorporating multiple program areas or providing high level financial, specialised, technical, and professional or policy advice.</p> <p>The CEO may be appointed at this level.</p>
Level 10.1 to 10.3	<p>This is the most senior classification and is reserved for the CEO.</p> <p>The CEO is appointed by the Board of Directors of the TAC, and reports to and is responsible to Board for the administration and management of the TAC.</p>

10. PAY RATES

10.1 Base Rate of Pay

Your **ordinary (or base) rate of pay** is the rate of pay you receive for working **ordinary hours of work**. Your ordinary rate of pay **does not** include any allowances, overtime or penalty rates or any other specific amounts that you may be paid. Your **ordinary rate of pay** is your rate of pay (your base salary divided by the number of weeks based on a week of 36.25 hours of work.)

Full-time employees receive a base salary that corresponds to the classification level (Clause 10) at which they are employed. **Part-time employees** receive a base salary that corresponds to the classification level (Clause 10) at which they are employed converted to an hourly rate.

Casual employees receive a salary that corresponds to the classification level at which they are employed converted to an hourly rate with a loading of 25% in lieu of annual leave and personal leave (see also Clause 10)

If your employment is terminated with the TAC, your base salary will be used to calculate all your service-related benefits and **Notice of Termination**.

10.2 Payment of additional hours of work for part time employees

If you are a part time employee and you are asked or directed, in writing, to work additional hours more than your normal regular pattern of hours of work, the additional hours of work may be paid at the overtime rate.

If you work additional hours without written approval from your supervisor or manager, you may not receive any payment or entitlement for working additional hours.

10.3 Payment of your Base Salary

You are paid your salary 2 weeks in arrears.

Where Pay Day falls on a Public Holiday you will be paid on the last working day prior to the Public Holiday.

Payment will be by electronic funds transfer or direct deposit into a banking or financial institution nominated by you.

The TAC will provide an electronic pay slip to each of its employees within one working day of paying salary.

If the TAC is not able to pay on Pay Day because of circumstances beyond its control it will attempt to find an alternative method to pay you as soon as practicable. If you incur any financial institution fees and charge because of the late payment, the TAC will reimburse you. You must provide documentary evidence of any fees or charges incurred because of the late pay.

If your employment is terminated, any Base Salary and other accrued entitlements will be paid on Pay Day not the day your employment is terminated, unless otherwise agreed.

10.4 PAY RATES –
SALARY (TABLE)

Level	Increment	Current rates At February 2024	7% Increase Feb 2025	6% Increase Feb 2026
TAC 1	(1)	\$48,895	\$52,318	\$55,457
	(2)	\$49,602	\$53,074	\$56,258
	(3)	\$50,357	\$53,882	\$57,115
	(4)	\$51,021	\$54,592	\$57,868
	(5)	\$51,732	\$55,353	\$58,674
	(6)	\$52,447	\$56,118	\$59,485
TAC 2	(1)	\$54,547	\$58,365	\$61,867
	(2)	\$56,376	\$60,322	\$63,941
	(3)	\$57,905	\$61,958	\$65,675
	(4)	\$59,585	\$63,756	\$67,581
	(5)	\$61,265	\$65,554	\$69,487
TAC 3	(1)	\$61,731	\$66,052	\$70,015
	(2)	\$63,428	\$67,868	\$71,940
	(3)	\$65,095	\$69,652	\$73,831
	(4)	\$66,783	\$71,458	\$75,745
	(5)	\$68,450	\$73,242	\$77,637
TAC 4	(1)	\$70,305	\$75,226	\$79,740
	(2)	\$72,134	\$77,183	\$81,814
	(3)	\$73,969	\$79,147	\$83,896
	(4)	\$75,883	\$81,195	\$86,067
TAC 5	(1)	\$78,360	\$83,845	\$88,876
	(2)	\$80,853	\$86,513	\$91,704
	(3)	\$82,955	\$88,762	\$94,088
	(4)	\$85,083	\$91,039	\$96,501
TAC 6	(1)	\$87,404	\$93,522	\$99,133
	(2)	\$90,137	\$96,447	\$102,234
	(3)	\$92,679	\$99,167	\$105,117
	(4)	\$94,397	\$101,005	\$107,065
TAC 7	(1)	\$96,748	\$103,520	\$109,731
	(2)	\$100,087	\$107,093	\$113,519
	(3)	\$104,420	\$111,729	\$118,433
	(4)	\$109,738	\$117,420	\$124,465
TAC 8	(1)	\$116,218	\$124,353	\$131,814
	(2)	\$120,731	\$129,182	\$136,933
	(3)	\$125,244	\$134,011	\$142,052
TAC 9	(1)	\$131,081	\$140,257	\$148,672
	(2)	\$137,935	\$147,590	\$156,445
	(3)	\$144,789	\$154,924	\$164,219

	(4)	\$151,644	\$162,259	\$171,995
TAC 10	(1)	\$151,920	\$162,554	\$172,307
	(2)	\$160,547	\$171,785	\$182,092
	(3)	\$171,425	\$183,425	\$194,431

10.5 Deductions from your Base Salary

If you owe the TAC money, the TAC is entitled to recover the money from you. You may owe the TAC money because:

- The TAC paid you money by mistake,
- Your employment is terminated, and you owe the TAC for employment expenses such as relocation (as agreed at the time of employment)
- You have been paid leave in advance,
- You have been paid a salary or allowance which subsequently it was identified you were not owed, or
- You have taken money or property from the TAC without authorisation and it has not returned when requested,
- The TAC has paid for services on your behalf without proper authorisation from a manager, or
- The TAC has paid for costs which were not authorized have been paid on your behalf.

Before starting to make a deduction, the TAC will provide you with written details of the monies owing and the reasons; make a reasonable attempt to reach agreement with you on a suitable method of repayment from remuneration or payable on termination of employment; and provide you with written details of the repayment arrangements.

10.6 Increase to Base Salary

For the life of the Agreement, the Base Salaries specified in Clause 10.4 will be increased annually on the first full pay period on or after 1 February.

10.7 Position Classification Review

- (a) You may seek a review of your job classification from your manager where the duties, responsibilities and skills outlined in your position description have changed substantially since your employment or last performance review.
- (b) A review is not available only because your workload has increased as workloads vary from time to time.
- (c) You may appeal the outcome of the position re-classification request by submitting a request in writing to the Chief Executive Officer (CEO). This should include the grounds and reasons why you are appealing a decision. The decision of the CEO is final and there is no further right of review.

10.8 Progression to a Higher Classification Level

- (a) Progression within a classification level is at the discretion of the TAC and will be considered every 12 months of service.
- (b) For purposes of salary progression, unauthorised absence or period of unpaid leave does not count towards the length of your continuous service; these absences or breaks in service will extend time.

- (c) You will only be eligible for an increase in your increment within a level if you have completed a minimum of six months at your existing increment level with satisfactory performance.
- (d) You will not be promoted or progress beyond the maximum increment in the Classification Level to which you are assigned, unless there are exceptional circumstances and CEO approval or if your position has been re-classified.
- (e) Promotion and or progression to a higher increment within a Level will be considered based on the following factors:
 - Confirmation from your Manager (and the CEO being satisfied) that attitude and work has been satisfactory and provided there have been no serious shortcomings in performance or breaches of TAC policy.
 - Progression within a Classification Level will not normally be denied unless there has been a performance issue which has already been discussed with you and you have had an opportunity to address the issue.
- (f) For positions which may span across more than one Classification Level (e.g. when a position goes from 1.3 to 2.1) increases to a higher Classification Level will be subject to:
 - an assessment of any specific requirements described for each Classification Group in the classification table and
 - an assessment of your qualifications, skills, responsibility, performance and commitment to the objectives of the TAC.
- (g) Promotion beyond Classification Level 10.1 will require the Board of Directors approval.
- (h) The new level of salary is payable immediately advancement or progression has effect.

11. SUPERANNUATION AND SALARY SACRIFICE

11.1 Superannuation

You will be paid superannuation at the rate of 16% as part of this Agreement.

The TAC will make superannuation contributions to:

- Your choice of complying superannuation fund; or
- The Default Fund if you do not advise your choice of complying superannuation fund, or
- Where the Default Fund is inapplicable, to the Default Funds' successor.

The Default Fund means the Health Employees Superannuation Trust Australia (ABN 64 971 749 321)

The rate of pay of which the Superannuation will be paid upon will be the greater of:

- (i) current Base Salary; or
- (ii) average Base Salary over the preceding 12 months.

11.2 Salary Sacrifice by Employees

You may elect to sacrifice an additional proportion of your **Base Salary** for superannuation subject to compliance with any applicable government directive and/or legislation.

All tax liabilities or direct administrative costs incurred because of a non-compulsory salary sacrifice arrangement will be met by you.

Base Salary for all purposes will be calculated as if no salary sacrifice, arrangements exist.

Salary sacrifice arrangements, other than superannuation, will be annual based on the period 1 April to 31 March the following year.

You may withdraw from any non-compulsory salary sacrifice arrangement at any time by giving 14 days written notice to the TAC.

12. SUMMARY OF ALLOWANCES

Name of Allowance	Amount
Excursion Allowance	\$100 per overnight stay
Travel and Meal Allowance	\$30 for breakfast \$30 for lunch \$50 for dinner \$20 for incidentals (within Tas) \$30 for incidentals (interstate or overseas)
Higher Duties Allowance	As per relevant clause
On Call Allowance	\$50 (weekday) \$100 (weekends and public holidays)
Call Out	\$100 per call out
Workplace Representative Allowance	\$10 per week

12.1 Excursion Allowance

If you accompany children, youth or elderly groups on planned excursions approved by your manager which involve overnight stays you can claim an allowance of \$100 per night to recompense for disturbances which may occur, and any additional time worked during an excursion.

The Excursion Allowance is in addition to your Base Salary and any applicable overtime rates.

12.2 Travel and Meal Allowances

Where you are required to stay away overnight, TAC will pay the hotel directly for the accommodation charge and the following meal payment rates may be claimed (for meals purchased):

- \$30 for breakfast;
- \$30 for lunch;
- \$50 for dinner

Where you must stay away overnight, an incidental payment of \$15.00 may be claimed for travel within Tasmania and \$30.00 for travel outside Tasmania. This may be claimed for each night you are required to stay away.

Where you are required to travel, but an overnight stay is not required, you may claim the Meal Allowances referred to in Clause 12.2 if the travel starts before 7am or finishes after 7pm.

12.3 Higher Duties Allowance

Where you are directed by the TAC and you agree to undertake duties usually performed by an Employee at a higher Classification Level (other than non-decision making related and routine supervisory tasks such as monitoring emails and the equivalent), for at least one working week, you will be entitled to a Higher Duties Allowance.

The Higher Duties Allowance will be paid:

- on an hourly basis for the period during which higher duties are performed in accordance with this clause rounding up to the nearest complete workday; and
- at the Ordinary Rate of Pay for the relevant Classification to which the higher duties are attributed.

If you need to take personal leave while on Higher Duties Allowance, this will be paid at the Higher Duties rate of pay.

12.4 On Call

If you are required by the TAC to be on call (i.e., available for **recall to duty**) between any rostered shift of ordinary hours on Monday to Friday inclusive and allocated a TAC duty telephone, will be paid an allowance of \$50 per day.

The allowance will be \$100 in respect of a Saturday, Sunday, or Public Holiday.

Only employees who are specifically employed in roles with an on call requirement, as outlined in their letter of offer and position description, will be eligible to claim an on call allowance. In all other instances, reference should be made to the Overtime provisions in this Agreement (see Clause 14)

12.5 Call Out

If you are 'on call' under clause 12 and recalled to duty and you must attend to work matters away from your home shall be paid an additional \$100.

12.6 Workplace Representative Allowance

If you are appointed to a role with additional workplace responsibilities (and these have been confirmed in writing by the CEO) such as being an employee representative on the TAC WHS Committee or similar, that fall outside the normal requirements of your employment as defined in your letter of offer and associated position description you are entitled to claim this allowance. The Workplace Representative Allowance is \$10 per week.

13. HOURS OF WORK

13.1 Ordinary Hours of Work

If you are a fulltime employee, you work an average of 36.25 hours per week worked over 5 days per week, between Monday to Friday (inclusive).

Your **Ordinary Hours of Work** are any hours worked between 7am to 7pm (the span of hours).

Ordinary Hours of Work for an Employee will not exceed 10 hours per day but will normally be 7.25 hours per day worked between 8.45am and 5pm unless otherwise agreed with the TAC.

Starting and ending times within hours may be fixed by the TAC and staggered by the TAC to improve operational efficiency.

Provided that all requirements for **Overtime** (as set out in the Overtime Clause) are met, if you are directed to work additional hours (in excess of 36.25 hours averaged or in excess of the agreed ordinary hours for any one day) you will be entitled to be paid **overtime** or receive time off instead of overtime payment.

13.2 Breaks

You are entitled to an unpaid meal break of not more than 60 minutes (or as otherwise agreed with the TAC) each day during the Ordinary Hours of Work. It can be taken at a mutually agreeable between your manager and you, or if such an agreement cannot be reached at least 5 hours after the Employee has started work for that day.

You are also allowed a morning and afternoon paid rest break during the working day, of 10 minutes each, at a time or times as agreed by your manager and you, if no agreement is reached, as determined by the TAC.

13.3 Additional Hours

The TAC may direct you to work reasonable Additional Hours in addition to the Ordinary Hours of Work; and if you are a part-time Employee to work reasonable Additional Hours outside your Regular pattern of Work as per clause 13 (Part-time Employment). You may refuse to work unreasonable Additional Hours.

13.4 Reasonably Required Considerations

In considering what Additional Hours are reasonable or unreasonable, the TAC will consider:

- the entitlements under this Agreement including your pay outlined in Clause 10;
- NES maximum weekly hours of 38 for a Full-time Employee;
- NES reasonable additional hours considerations;
- Reasonable performance expectations;
- TAC's operational requirements;
- Your personal circumstances;
- What are reasonable workload expectations; and documented flexibility arrangements.

13.5 Land Management Employees based on the Islands

To meet TAC operational needs, and in accordance with Clause 16 individual flexible work arrangements may be negotiated with Land Management Workers based on the Islands.

14. OVERTIME

If you work **Additional Hours**, you will (subject to time off instead of overtime payment considerations set out in 14.1) be paid at the applicable **Overtime rates**.

You are only entitled to overtime if you receive a direction in writing, from your direct supervisor or other reasonable delegate, to work the **Additional Hours**; and the Additional Hours worked are more than your **Ordinary Hours of Work**; or for Part-time Employees, outside their **Regular Pattern of Work**.

An Employee who is not directed to work Additional Hours is not entitled to payment for Overtime.

14.1 Overtime Rate of Pay

For all hours of work more than the **ordinary hours** per week 36.25 hours per week or outside the span of hours, the following **Overtime Rates of Pay** for eligible Employees are:

Overtime Period	Amount of Overtime to be Paid
Monday to Saturday (outside Ordinary Hours) <ul style="list-style-type: none">- First two hours of overtime- Two hours or more	Three (1.5) hours for each hour of work Two (2.0) hours for each hour of work
Sunday	Two (2.0) hours for every hour of work (minimum of 3 hours of work at the overtime rate)
Public Holidays	Two (2.5) hours for every hour of work (minimum of three hours of work at the overtime rate)

When **overtime** is approved, the rate of pay for overtime will not exceed double time and one-half.

In calculating **overtime**, each day's work stands alone and is calculated on the applicable Ordinary Rate of Pay.

When Overtime work is necessary, whenever reasonably practicable it is to be so arranged that the employee has at least 10 consecutive hours off duty between the work of successive days.

14.2 Time off instead of overtime payment

Where you are eligible to receive **Overtime**, you are entitled to elect, with the consent of your manager, to take time off instead of payment for overtime at a time or times agreed with the Manager. Time off in lieu is calculated and taken in accordance with the relevant overtime rates as outlined above.

If you request, the TAC will pay you for Overtime worked at the Overtime Rate of Pay, where time off instead of Overtime has not been taken within 6 months of its accrual.

If you are paid Overtime, you forgo your entitlement to time off instead of overtime in respect to which payment is made.

Any time off instead of Overtime which has not been taken at the time of termination of employment will be paid out at the Overtime Rate of Pay.

15.LEAVE AND PUBLIC HOLIDAYS

15.1 Summary of Leave Entitlements for Permanent Full Time Employees and Part time Employees (Pro rata)

(Permanent part time employees are entitled to the following leave **pro rata** and casual staff only have entitlement to the leave listed below where it is indicated as such).

Leave Type	Amount
Annual Leave	20 days per annum
Personal Leave (this includes sick leave, Aboriginal Cultural Leave, carers leave, other leave)	15 days per annum
Unpaid Carers Leave	Up to two (2) days unpaid on each occasion
Compassionate Leave	Up to 5 days on each occasion for immediate family or household members
Aboriginal Cultural Leave	See Clause 15.7
Paid Parental Leave	Up to 18 weeks
Unpaid Parental Leave	Up to 12 months
Community Service Leave Including Jury Service	Unpaid leave as required
Professional Development Leave	Up to three (3) days per annum for approved professional development activities
Domestic Violence Leave	Up to 10 days paid leave for all staff (including casual staff)

Long Service Leave	In accordance with the Long Service Leave Act
Other Leave	As required approved by the CEO.

15.1.1 Leave Entitlements

Your entitlement to paid annual leave, personal leave and long service leave accrues progressively during a year of service as you work **ordinary** hours of work and accumulates from year to year.

If you are a **part-time Employee** your entitlement to paid annual leave, personal leave and long service leave is the same as a Full-Time Employee, however it is pro rata based on your Ordinary Hours of work.

15.1.2 Your Annual Leave Entitlement

A Full-Time Employee is entitled to 4 weeks of paid Annual Leave per year accrued progressively throughout the year.

A request for Annual Leave will not be granted within the first 6 months of employment.

Annual leave continues to accrue during any period of paid maternity leave but will not accrue during unpaid leave of any type, including unpaid parental leave.

15.1.3 Closure of TAC Offices Between Christmas and New Year

If you are working at TAC offices these are closed between Christmas and New Year. You may take the days as annual leave, time off in lieu or as leave without pay, or you may use your personal leave during this time. If this does not suit your personal circumstances, you may discuss working during this time with your manager and suitable arrangements may be made at their discretion.

If you work at the **Aboriginal Children’s Centre**, you will be required to take leave at the time of the annual closure of the Centre. If you do not have enough annual leave available, the balance of the period will be taken as leave without pay or you may use your personal leave to cover this period.

15.1.4 Taking Annual Leave

You are encouraged to take at least two (2) consecutive weeks Annual Leave per year and take Annual Leave within 12 months of its accrual.

You should provide **reasonable notice** of your intention to take leave. Every effort will be made to allow staff to take leave at times which suit them, subject to the needs of the TAC.

15.1.5 Using Annual Leave as Personal Leave

If you have used all of your personal leave, you may take your Annual Leave if you are not fit for work because of a personal illness, or personal injury affecting yourself, or to care or support a member of your **immediate family or household**, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.

15.1.6 Sickness during Annual Leave

If you become unwell while on annual leave you can have the period of illness treated as personal leave instead of annual leave. This is only if you have enough personal leave to do so and if you can provide a medical certificate to cover this time. If these conditions are met, an equivalent period will be re-credited to your annual leave entitlement.

15.1.7 Payment for Annual Leave

You will be paid the **Ordinary Rate of Pay** rate when you use your Annual Leave.

You will be paid accrued Annual Leave on termination of your employment.

15.1.8 Annual Leave Excludes Public Holidays and Other Periods of Leave

If a Public Holiday falls while you are on Annual leave, Annual Leave is not deducted for that Public Holiday.

However, this does not apply unless your **Ordinary Hours of Work** would have included that Public Holiday if you were not on Annual Leave.

If, while on Annual Leave, you need to take Personal/Carer's Leave, Compassionate Leave, or Community Service Leave, you are not paid Annual Leave for that period.

15.1.9 Extensive Accumulated Annual Leave

You have excessive leave accrual if you have accrued more than 8 weeks paid Annual Leave.

If you have an excessive leave accrual, the TAC and your supervisor will work with you to try to reach agreement on how to reduce or eliminate the excessive leave accrual.

If an agreement cannot be reached the TAC has the right to direct, you in writing to take annual leave.

15.1.10 Cashing out of Annual Leave

Paid Annual Leave can only be cashed out if there is a written agreement to do so that states the:

- amount of leave to be cashed out,
- the payment to be made to you for it; and
- the date on which the payment is to be made.

An agreement must be signed by the TAC and you and, if you are under 18 years of age, by your parents or guardian.

The payment cannot be less than the amount that would have been payable had you taken the leave at the time the payment is made.

An agreement must not result in your remaining accrued entitlement to paid Annual Leave being less than 4 weeks.

The maximum amount of accrued paid Annual Leave that may be cashed out in any period of 12 months is 2 weeks.

15.2 PERSONAL LEAVE

All permanent full-time employees (not casual employees) are entitled to 108.75 hours (fifteen days) of paid Personal Leave for each year of service.

Permanent part-time employees are entitled to a pro rata amount of paid personal leave which is worked out according to how many hours they work.

Personal Leave accrues progressively through the year.

You can only take personal leave with the prior approval of your direct manager (This excludes casual staff) and approval of personal leave will be in accordance with TAC operational needs.

If you take a period of Personal Leave, the TAC will pay you at your **Ordinary Rate of Pay** for your **Ordinary Hours of Work**.

15.2.1 Notifying your manager if you are Unwell or Injured

Unless there are extenuating circumstances you must inform TAC management within two hours of your normal starting time that you will be taking personal leave because of personal illness, ill health, or injury or to care for an immediate family member and must advise TAC of the period or the expected period of the leave.

Where there are extenuating circumstances, you must notify the TAC as soon as practicable if you will be absent on Personal/Carer's Leave.

15.2.2 Monitoring Personal Leave

The TAC management may monitor the taking of personal leave by staff and if you have had more than 40 days personal leave within the last 12-month period the TAC may:

- Request from the employee's doctor a medical report outlining the reasons for the leave and providing a prognosis as to your probable future Health; and/or
- Refer you to a medical practitioner of the employer's choice and request a report be done outlining your state of health with a prognosis as to the future fitness of the employee to attend work.
- The above reports will be at the expense of the TAC.

15.2.3 Partial Payment on Termination

Where you have had 10 or more days of Personal/Carer's/Sick Leave accrued, half of the accrued entitlements shall be paid out on termination of employment, up to a maximum of 20 days.

This will not apply if your employment is terminated for Serious Misconduct or neglect of duty.

15.2.4 Entitlement to Unpaid Carers Leave

If you have no remaining Personal Leave (or if you are a Casual Employee), you are entitled to up to two days Unpaid Carer's Leave for each occasion when a member of your immediate family or household requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.

You must notify the TAC as soon as practicable if you will be absent on Unpaid Carer's Leave and must advise TAC of the period or the expected period of the leave.

If requested by the TAC, you may be asked to provide to the TAC a medical certificate from a legally qualified medical practitioner or evidence that would satisfy a reasonable person.

15.3 COMPASSIONATE LEAVE

You are entitled to five (5) days' Compassionate Leave each time when a member of **your Immediate Family or household** (other than a child under the age of 18 years of age) becomes seriously ill or is injured to the extent that it may threaten their life, or if they die.

You are entitled to ten (10) days Compassionate Leave each time if your child (this includes an adopted child and step-child) under the age of 18 years becomes seriously ill or is injured to the extent that it may threaten their life, or if they die.

All other entitlements in relation to compassionate leave, not specified in this clause, are in accordance with the NES.

You must notify the TAC as soon as practicable if you will be absent on Compassionate Leave and must advise TAC of the period or the expected period of the leave.

If requested by the TAC, you must provide to the TAC a medical certificate from a legally qualified medical practitioner or evidence that would satisfy a reasonable person.

Where Compassionate leave is approved, the TAC will pay you at the **Ordinary Rate of Pay** for your Ordinary Hours of Work for that period.

If you are a Casual Employee and you take a period of Compassionate Leave, this will be unpaid leave.

15.4 PARENTAL LEAVE

15.4.1 Entitlement to Paid Parental Leave

If you are the birth parent/primary carer or adoptive parent/primary carer, you are entitled to 18 weeks Paid Maternity Leave if you have been continuously employed for at least 12 months immediately before the date at which you plan to take paid Parental leave. This is in addition to the Government funded paid parental leave scheme.

To access paid parental leave you must provide a medical certificate advising the expected date of birth or your child or adoption of your child.

You must take at least 6 weeks' leave paid or unpaid immediately after the birth of your child if you are the birth parent.

If you are the non-primary carer you are entitled to unpaid leave as per the NES and you may apply under the Other Leave provisions to take this leave, or you may take paid leave using your annual leave or personal leave allocation upon approval from your manager.

15.4.2 Entitlement to Unpaid Parental Leave for the Birth Parent or Spouse

If you are the birth parent/primary carer or non birth parent/non primary carer and have completed less than twelve months continuous service, you are entitled to Unpaid Parental Leave of up to 12 months following the birth or adoption of your child or if you have responsibility for the care of the child in accordance with the NES.

15.4.3 Evidence

If requested by the TAC, the Employee is to provide to the TAC evidence that would satisfy a reasonable person of their applicable parental status.

15.5 LONG SERVICE LEAVE

You are entitled to 13 weeks of paid Long Service Leave, or the payment in lieu of long service leave, in accordance with the Long Service Leave Act 1976 (Tas) after 10 years of service with the TAC.

Long Service leave is calculated as 13 weeks pay after 10 years of service and 6.5 weeks pay after any additional five years following the initial 10 years service date.

With the TAC's agreement, long service leave can be broken into 4 periods (maximum), leave request must be no less than 2 weeks.

15.6 COMMUNITY SERVICE LEAVE INCLUDING JURY SERVICE

You are entitled to Community Service Leave without pay if you are needed in an emergency or natural disaster if you are:

- (i) a volunteer member of a recognised emergency management organization (e.g., Volunteer Fire Brigade),
- (ii) have provide notice of absence as soon as practicable to your manager and
- (iii) you were requested to work by the emergency management organization at that time,

In addition, Community Service Leave includes make up pay (the difference between Jury Service pay and your ordinary rate of pay) for Employees, other than Casual Employees, to their usual Base Salary of up to 10 days (or for any other reasonable amount as approved by the CEO) per summons for Jury Service or emergency management activities as approved by the CEO. Community service leave is non-cumulative.

15.7 ABORIGINAL CULTURAL LEAVE

If you are a permanent full time or part time Aboriginal employee, you can take cultural leave as part of your Personal Leave to participate in cultural activities.

15.8 PROFESSIONAL DEVELOPMENT LEAVE

If you are a permanent full-time or part-time employee, you are entitled to up to three days professional development leave per year. This can be used to attend conferences, training programs, study for exams, undertake compulsory training required by your job or other such training as agreed by your manager. You must apply to your manager for approval before taking professional development leave as part of performance development planning for your role.

15.9 DESIGNATED PUBLIC HOLIDAYS

Public Holidays are days which are gazetted Tasmanian Public Holidays, except for Australia Day public holiday and include:

New Year's Day,

Eight Hours Day,
Good Friday,
Easter Monday,
Easter Tuesday,
ANZAC Day,
Sovereign's Birthday,
Local Show Day,
Christmas Day,
Boxing Day

And any other applicable local Public Holiday which is legislated and specifically would have applied to you or has otherwise been previously and generally observed by TAC.

15.9.1 Aboriginal Liberation Day

Except for Aboriginal Children Centre Employees, Aboriginal Liberation Day is substituted for and celebrated instead of Australia Day and falls on the first Monday after NAIDOC week. **Aboriginal Children Centre Employees** are granted the Australia Day holiday and are not therefore entitled to Aboriginal Liberation Day.

Unless your usual workplace is located within an area where the Public Holiday falls that day is not a Public Holiday for you for the purposes of this clause.

If asked by most of the TAC staff, an alternative day could be taken as a Public Holiday instead of any prescribed days.

15.9.2 Payment for Public Holidays

If you are a permanent employee (not a Casual Employee) and you are not required to work your usual hours because it is a Public Holiday, you are entitled to be your **Base Salary** for that day.

If your usual work hours do not fall on a Public Holiday, you are not entitled to be paid for that day.

If you are on any form of unpaid leave on both sides of any Public Holiday, you will not be paid for the Public Holiday.

15.10 DEFENCE LEAVE

If you are employed in the Defence Reserve, you are entitled to apply for leave in accordance with the Defence Reserve Service (Protection) Act 2001.

15.11 FAMILY AND DOMESTIC VIOLENCE LEAVE

All employees including casual employees can access up to 10 days paid domestic violence leave per annum which does not accumulate with years of service.

To access paid family and domestic violence leave, the individual must be known to you and must be a member of your immediate family or household or a former intimate partner.

If requested, by the TAC and individual circumstances, you may be asked to provide evidence of your need to take family and domestic violence leave that may include a document issued by the police service, a court or family violence support service, or a statutory declaration. All information provided to the TAC in relation to these matters will be confidential and in accordance with privacy legislation

taking into consideration the adverse effects that breaching of these requirements could have on you and/or your family or household.

All conditions relating to paid violence leave are in accordance with the National Employment Standards.

15.12 OTHER LEAVE

The TAC recognises the need to provide some flexibility as unexpected and/or pressing family or personal commitments may require Other Leave absences from work.

Other absences may be allowed at the discretion of the CEO provided they do not adversely affect the performance of any of your duties.

Other Leave absences may be unpaid or paid at the Base Salary at the discretion of the Chief Executive Officer.

16.INDIVIDUAL FLEXIBILITY ARRANGEMENTS

The TAC may agree to enter an individual flexibility arrangement with you to vary the effect of terms of this Enterprise Agreement to meet operational needs.

If requested, if you are an employee (other than a casual) who has worked for the TAC for 12 months or more and you:

- are a parent of a child who is school-age or younger, or are responsible for the care of a child who is school-age or younger,
- are a carer,
- have a disability,
- are 55 or older
- are pregnant,
- are experiencing family or domestic violence, or a member of their immediate family or household is experiencing family or domestic violence,
-

The TAC may also consider entering into an individual flexibility arrangement in accordance with the conditions outlined in NES. The TAC has the right to refuse an employee request, but this must be in accordance with the conditions outlined in the NES.

Individual flexibility arrangements can cover any of the following conditions of employment:

- (i) arrangements about when work is performed;
- (ii) overtime;
- (iii) allowances;
- (iv) breaks (rest and/or meal);
- (v) start and finish times;
- (vi) time in lieu or make up time arrangements;
- (vii) base salary;
- (viii) shut down of operations;
- (ix) hours of work;
- (x) taking of any leave; or
- (xi) Public Holidays

When making an arrangement, it must meet the genuine needs of the TAC and you and must be genuinely agreed to by both the TAC and you.

16.1 Terms of Flexibility Arrangements

When making flexibility arrangements with you, the TAC must ensure that the arrangement is:

- about permitted matters under section 172 of the FW Act;
- lawful terms under section 194 of the FW Act; and
- result in the Employee being better off overall than the Employee would be if no arrangement were made.

The Agreement must be:

- in writing; and

- includes the name of the TAC and you; and
- is signed by the TAC and you and if you are under 18 years of age, signed by your parent or guardian; and
- includes details of:
 - the terms of the Enterprise Agreement that will be varied by the arrangement; how the arrangement will vary the effect of the terms; and
 - how you will be better off overall in relation to the terms and conditions of your employment because of the arrangement; and
- states the day on which the arrangement commences.

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

The TAC or you may terminate the individual flexibility arrangement:

- by giving no more than 28 days' written notice to the other party to the arrangement; or
- if the TAC and you agree in writing at any time.

17. TERMINATION OF EMPLOYMENT

All employees in all types of employment may have their employment terminated where there is a valid reason to do so.

17.1 Notice of Termination by TAC: Classification Levels 1-6

The TAC may terminate your employment if you are employed in Classification Levels 1-6 by giving a "**Notice of Termination**," or a payment in lieu of part or all the Notice of Termination period, in accordance with the following table:

Employee Period of Continuous Service	Period of Notice of Termination
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

In addition, if you are over 45 years of age the TAC will provide an additional 1 week of notice and have completed at least 2 years of continuous service with the TAC.

17.2 Notice of Termination by TAC: Classification Levels 7-10

The TAC may terminate your employment if you are employed in Classification Levels 7-10 by giving you four (4) weeks' **Notice of Termination**, plus the TAC will provide an additional 1 week if you are over 45 years old and have completed at least 2 years of continuous service with TAC.

17.3 Notice of Termination by an Employee

You may terminate your employment by giving the TAC **Notice of Termination** and the following amounts of notice if you are employed in Classification Levels 1 - 6:

Employee Period of Continuous Service	Period of Notice of Termination
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

If you are employed in Classification Levels 7 – 10 you may terminate your employment by giving the TAC Notice of Termination and providing four weeks' notice.

If you fail to give the required Notice of Termination, the TAC may withhold from any monies due to you on termination an amount not exceeding the amount you would have been paid under this Agreement in respect of the Notice of Termination period required by this clause less any Notice of Termination period actually given by you.

17.4 Job search entitlement (non-Redundancy)

Where the TAC has given you a Notice of Termination, you are allowed up to one day's time off without loss of pay for the purpose of seeking other employment.

The time off is to be taken at times that are convenient to the Employee after consultation with the TAC.

18. DISCIPLINARY ACTION AND DISMISSAL

18.1 TAC Code of Conduct

There are standards of behaviour expected from you as a TAC employee which are outlined in the TAC Code of Conduct. If you fail to meet these standards, it may lead to disciplinary action or employment termination.

18.2 Confidential Information

As a TAC employee, you must not disclose confidential information about the TAC's financial affairs, its staff, or clients, to other staff, or to persons outside the TAC. Personal matters are considered confidential, and all staff shall act in accordance with any policies relating to confidentiality.

18.3 Serious misconduct

The TAC may terminate your employment summarily (i.e., without Notice of Termination) where it is found that you have engaged in gross negligence or serious misconduct. In accordance with the provisions of the Fair Work Act, you are entitled to be provided with any information or allegations that may lead to a termination of employment, the opportunity to discuss any information or allegations with a support person present with the TAC prior to termination of employment.

18.4 Abandonment of employment

Unless a provision of this Agreement or the Fair Work Act states otherwise, if you do not attend for duty, you will lose your pay for the actual time of such non-attendance.

If you are absent from duty for a continuous period of 5 working days without advising your manager, or having approval from the TAC, or without apparent good cause, the TAC will make reasonable attempts to contact you requesting reasons for the unauthorised absence from duty.

Correspondence will be sent to you that will detail the effect that not responding to the TAC's request may have on their employment. If you or, your representative, fails to respond to the TAC's correspondence within 10 working days or the response fails to establish a reasonable cause for the absence, then the TAC may terminate your employment.

If the termination proceeds the TAC will provide notice in accordance with Clause 17 Termination of Employment. You will be paid leave owed at the date of termination.

You will not be deemed to have abandoned employment where the TAC has withheld approval for leave.

An unauthorised absence in this situation will be regarded as misconduct and handled in accordance with Clause 18.

19. REDUNDANCY

A redundancy means a situation where the TAC no longer requires your job to be done by anyone.

In addition to the period of notice prescribed for termination in Clause 19 employees who are made redundant shall be entitled to the following amount of redundancy pay.

19.1 Redundancy Pay Table:

Employee Period of Continuous Service with the TAC	Redundancy Pay (Base Salary)
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
4 years or more	2 weeks for every year of service completed

19.2 Transfer to lower paid duties

Clause 19.1 applies if, because of redundancy, you are offered and agree to accept new duties to which a lower ordinary rate of pay applies.

The TAC may give you the same period of Notice of Termination as you would have been entitled to if the employment had been terminated or,

You will be transferred to the new duties without giving notice of transfer or before the expiry of a notice of transfer, but you will still be paid in accordance with Clause 19.1.

If the TAC acts as mentioned in paragraph (c) you will be entitled to a payment of an amount equal to the difference between the ordinary rate of pay (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work that you would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) you work in the second role for the period for which notice was not given.

19.3 Employee leaving during Notice of Termination Period

If you are given a Notice of Termination in circumstances of Redundancy, you may terminate your employment during the Notice of Termination period.

You are entitled to receive the benefits and payments you would have received Clause 19.1 had you remained in employment until the expiry of the Notice of Termination.

However, you are not entitled to be paid for any part of the period of notice remaining after you ceased to be employed.

19.4 Job search entitlement (Redundancy)

Where the TAC has given notice of termination to you in circumstances of redundancy, you must be allowed time off without loss of pay of up to one day each week of the Notice of Termination Period for the purpose of seeking other employment.

If you are allowed time off without loss of pay of more than one day under paragraph (a), you must, at the request of the TAC, produce proof of attendance at an interview.

A statutory declaration is sufficient for paragraph (b).

If you fail to produce proof when required under paragraph (b) you are not entitled to be paid for the time off.

19.5 Exemption to pay Redundancy Pay

There is no requirement for the TAC to pay Redundancy pay to you where there is not a Redundancy situation, or:

- if you resign from your employment with the TAC;
- if your employment ends by the completion of a specified period or task and or time agreed as the end of their contract of employment has expired;
- where your employment is terminated because of serious misconduct or incapacity;
- where you are engaged as a Casual Employee;
- where you have less than 12 months continuous service with the TAC;
- where TAC obtains acceptable alternative employment for you;
- if you reject an offer of employment made by another Employer that:
 - is on terms and conditions substantially like, and considered on an overall basis, no less favourable than your terms and conditions of employment with the TAC immediately before the termination of employment; and
 - recognises your service with the TAC; and
 - had you accepted the offer, there would have been a transfer of employment.

- who are excluded from Redundancy Pay for any reason under the Fair Work Act

20. DISPUTE SETTLEMENT PROCEDURE

If a dispute relates to a matter covered by this Agreement, or the National Employment Standards (NES) this clause sets out procedures to settle the dispute.

If you are an employee who is a party to the dispute you may appoint a representative.

In the first instance, the TAC and you must try to resolve the dispute at the workplace level by discussions between you and supervisors or managers.

If discussions at the workplace level do not resolve the dispute, either the TAC or you may refer the matter to the Fair Work Commissioner.

The Fair Work Commissioner may deal with the dispute in two stages:

1. FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and if FWC is unable to resolve the dispute at the first stage, FWC may then:
2. Arbitrate the dispute and make a binding determination on the TAC and you.

While the TAC and you are trying to resolve the dispute you must continue to perform their normal work unless you have a reasonable concern about an imminent risk to your health or safety; and comply with a direction given by TAC to perform other available work at the same workplace, or at another workplace, unless:

- the work is not safe; or
- applicable work, health and safety legislation would not permit the work to be performed; or
- the work is not appropriate for the Employee to perform; or
- there are other reasonable grounds for the Employee to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

21. CONSULTATION

21.1 Consultation regarding major workplace change TAC to notify

Where the TAC has made an in-principle decision to introduce major changes to programs, the organisation, its structure or introduce significant new technology that is likely to have **significant effects** on employees, the TAC must notify, as soon as is reasonably practicable, the employees who may be affected by the proposed changes and their **workplace delegates**, if any.

Significant Effects include termination of employment; major changes in the composition, operation or size of TAC's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs.

21.2 TAC to discuss Change

The TAC must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in Clause 21.1 affects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.

The discussions must start as early as practicable after an in-principal decision has been made by the TAC to make the changes.

The TAC must provide in writing to the Employees concerned and their **workplace delegates**, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that the TAC is not required to disclose confidential information the disclosure of which would be contrary to TAC's interests.

21.3 Consultation about changes to rosters or hours of work

When the TAC proposes to change an Employee regular roster or Ordinary Hours of Work, the TAC must consult with the Employee or Employees affected and their **workplace delegate**, if any, as soon as is reasonably practicable, about the proposed change.

The TAC must:

- provide to the Employee or Employees affected and their **workplace delegate**, if any, information about the proposed change (for example, information about the nature of the change to the Employee regular roster or Ordinary Hours of Work and when that change is proposed to commence);
- invite the Employee or Employees affected and their **workplace delegate**, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- consider any views about the impact of the proposed change
- that are given by the Employee or Employees concerned and/or their **workplace delegate**,
- The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

These provisions should be read with this Agreement.

22. EMPLOYEE RIGHT TO DISCONNECT

The TAC acknowledges that in accordance with the Fair Work Act all TAC employees have the right to disconnect, and this includes the right to refuse to monitor, read or respond to contact (or attempted contact) outside their working hours, unless doing so is unreasonable. This includes contact (or attempted contact) from an employer or a third party.

The exclusions to this clause are when an employee has been notified in writing by their supervisor that they are on call and subject to call outs as part of their employment (see Clause 12.4 and Clause 12.5) or where the TAC is contacting the you to notify you that you are required to attend or perform work, or to give other notice about the on call.

Where there is any dispute or disagreement in relation to this clause, the Dispute Settlement Clause 20 should be followed.

23 WORKPLACE DELEGATES RIGHTS

Employees may wish to be represented by a TAC workplace delegate. TAC workplace delegates may represent the employment interests of employees who wish to be represented by the workplace delegate in matters including:

- Consultation about major workplace change
- Consultation about changes to roster or hours of work
- Resolution of disputes
- Disciplinary processes

- Enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Fair Work Act
- Or any other process related to the Enterprise Agreement to which employees are entitled to be represented.

Workplace delegates have the right to communicate with TAC employees about any issues related to the conditions of employment outlined in the TAC Enterprise Agreement during work hours.

The TAC provides workplace delegates with a room fit for the purpose and has the necessary equipment such as access to electronic equipment and other items required to hold a meeting with the TAC employees they represent.

If requested by a workplace delegate, the TAC may allow workplace delegates to attend training during normal work hours related to representation of TAC employees.

Workplace delegates are entitled to:

- reasonable communication with those members, and any other persons eligible to be such members, in relation to their industrial interests; and
- for the purpose of representing those interests:
- in relation to employees—reasonable access to the workplace and workplace facilities where the enterprise concerned is being carried on; and
- in relation to regulated workers—reasonable access to the workplace facilities provided by the regulated business concerned; and
- if the workplace delegate is an employee—reasonable access to paid time, during normal working hours, for the purposes of related training, unless the workplace delegate is employed by a small business employer.

SIGNING PAGE

The parties to this Agreement as referred to in Clause 4 (Parties Bound) agree to the terms of this Agreement.

Signatories:

Heather Sculthorpe

Chief Executive Officer

Tasmanian Aboriginal Corporation

Address c/- 198 Elizabeth Street, Hobart, Tasmania 7000

Signature 

Date: 13/12/24

Emma Shanahan

TAC Workplace Delegate

Tasmanian Aboriginal Corporation

Address c/- 198 Elizabeth Street, Hobart, Tasmania 7000

Signature: 

Date: 13/12/2024.