



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Tasmanian Aboriginal Corporation T/A Tasmanian Aboriginal Centre
(AG2019/4669)

TASMANIAN ABORIGINAL CORPORATION ENTERPRISE AGREEMENT 2020

Social, community, home care and disability services

DEPUTY PRESIDENT MASSON

MELBOURNE, 16 JANUARY 2020

Application for approval of the Tasmanian Aboriginal Corporation Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Tasmanian Aboriginal Corporation Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Tasmanian Aboriginal Corporation T/A Tasmanian Aboriginal Centre. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Agreement lodged contained a formatting error at clause 15 – remuneration. On 12 December 2019, the Applicant filed an amended page of the Agreement pursuant to s.586 of the Act. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

[5] The Australian Nursing and Midwifery Federation and the 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 January 2020. The nominal expiry date of the Agreement is 30 June 2023.



DEPUTY PRESIDENT

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Annexure A

UNDERTAKINGS

IN THE FAIR WORK COMMISSION

FWC Matter No.: **AG2019/4669**

Applicant:

Tasmanian Aboriginal Corporation

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Heather Sculthorpe, Chief Executive Officer for the Tasmanian Aboriginal Corporation give the following undertakings with respect to the **Tasmanian Aboriginal Corporation Enterprise Agreement 2020** ("the Agreement"):

1. I have the authority given to me by Tasmanian Aboriginal Corporation to provide this undertaking in relation to the application before the Fair Work Commission.
2. Replace clause 15.2 BASE SALARY TABLE, with Schedule A, BASE SALARY TABLE.
3. For the purpose of clause 15.1 the following will be included:
(f) On the first full pay period on or after 1 February 2020, employees currently employed on level 1.1 will be reclassified to level 1.3.
4. Replace clause 15.9 with the below:
15.9
(a) Unless otherwise specified in clause 15.9(b) the wages (and related terms and conditions) of the relevant Award apply to Apprentices and/or Trainees.
(b) The Apprentice and or Trainee is entitled to
 - (i) superannuation pursuant to clause 17 and
 - (ii) work ordinary hours provided for in clause 19 and
 - (iii) personal leave pursuant to clause 24.2.
5. In clause 23.2(a) of the Agreement delete the words "*145 hours [20 days] Annual Leave*" and insert the words "*4 weeks of paid annual leave*"
6. For the purpose of clause 23.2 the following will be included:
(f) To remove all doubt, employees are entitled to no less annual leave than what is required under the NES.
7. In clause 24.2(a) of the Agreement delete the words "*108.75 hours (fifteen days)*" and insert the words "*15 days*"

8. In Clause 24.1(b) of the Agreement, insert after the words "*immediate family*," the words "*or a member of the employee's household*".

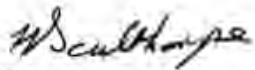
9. Delete clause 30.3.

10. In clause 10.4 of the Agreement delete the number "3" and insert the number "4" so that it reads 4 consecutive hours on any work day.

11. Delete clause 18.1(c).

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Heather Sculthorpe
Chief Executive Officer
Tasmanian Aboriginal Corporation



Signature

Date : 10 / 1 / 2020

Schedule A:

15.2 BASE SALARY TABLE

Classification Level	CURRENT	2020 (2.25% increase on the first full pay period on or after 1 February)	2021 (2.25% increase on the first full pay period on or after 1 February)	2022 (2.25% increase on the first full pay period on or after 1 February)
TAC Level 1				
1.1	\$44,511	\$44,191	\$45,185	\$46,202
1.2	\$45,097	\$44,830	\$45,839	\$46,870
1.3	\$45,726	\$45,512	\$46,536	\$47,583
1.4	\$46,357	\$46,112	\$47,150	\$48,211
1.5	-----	\$46,755	\$47,807	\$48,883
1.6	-----	\$47,400	\$48,467	\$49,558
TAC Level 2				
2.1	\$48,214	\$49,299	\$50,408	\$51,542
2.2	\$49,832	\$50,953	\$52,099	\$53,271
2.3	\$51,182	\$52,334	\$53,512	\$54,716
2.4	\$53,287	\$53,852	\$55,064	\$56,303
2.5	-----	\$55,370	\$56,616	\$57,890
TAC Level 3				
3.1	\$54,564	\$55,792	\$57,047	\$58,331
3.2	\$56,064	\$57,325	\$58,615	\$59,934
3.3	\$57,537	\$58,832	\$60,156	\$61,510
3.4	\$59,030	\$60,358	\$61,716	\$63,105
3.5	\$60,504	\$61,865	\$63,257	\$64,680
TAC Level 4				
4.1	\$62,143	\$63,541	\$64,971	\$66,433
4.2	\$63,759	\$65,194	\$66,661	\$68,161
4.3	\$65,382	\$66,853	\$68,357	\$69,895
4.4	\$67,074	\$68,583	\$70,126	\$71,704
TAC Level 5				
5.1	\$69,264	\$70,822	\$72,415	\$74,044

5.2	\$71,467	\$73,075	\$74,719	\$76,400
5.3	\$73,324	\$74,974	\$76,661	\$78,386
5.4	\$75,206	\$76,898	\$78,628	\$80,397
TAC Level 6				
6.1	\$77,258	\$78,996	\$80,773	\$82,590
6.2	\$79,673	\$81,466	\$83,299	\$85,173
6.3	\$81,920	\$83,763	\$85,648	\$87,575
6.4	\$83,438	\$85,315	\$87,235	\$89,198
TAC Level 7				
7.1	\$85,516	\$87,440	\$89,407	\$91,419
7.2	\$88,467	\$90,458	\$92,493	\$94,574
7.3	\$92,298	\$94,375	\$96,498	\$98,669
7.4	\$96,998	\$99,180	\$101,412	\$103,694
TAC Level 8				
8.1	\$102,726	\$105,037	\$107,400	\$109,817
8.2	\$106,715	\$109,116	\$111,571	\$114,081
8.3	\$110,704	\$113,195	\$115,742	\$118,346
TAC Level 9				
9.1	\$115,862	\$118,469	\$121,135	\$123,861
9.2	\$121,922	\$124,665	\$127,470	\$130,338
9.3	\$127,980	\$130,860	\$133,804	\$136,815
TAC Level 10				
10.1	\$134,284	\$137,305	\$140,394	\$143,553
10.2	\$141,909	\$145,102	\$148,367	\$151,705
10.3	\$151,524	\$154,933	\$158,419	\$161,983

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



**TASMANIAN ABORIGINAL CORPORATION
ENTERPRISE AGREEMENT 2020**

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PART 1 – APPLICATION AND OPERATION

1 TITLE

This Agreement is known as the *Tasmanian Aboriginal Corporation Enterprise Agreement 2020*.

2 PARTIES

This Agreement covers and applies to the Tasmanian Aboriginal Corporation also known as the Tasmanian Aboriginal Centre, hereinafter referred to as the ‘TAC’ and Employees of the TAC who are employed within the Classifications set out in clause 14.2.

3 RELATIONSHIP TO RELEVANT AGREEMENT/AWARDS

This Agreement replaces the Tasmanian Aboriginal Centre Inc. Enterprise Agreement 2015, it also replaces and operates to the exclusion of all Awards and any other modern Awards which might otherwise cover an Employee.

4 TERM OF AGREEMENT

- (a) This Agreement shall operate from the first full pay period after FWC approval.
 - (b) The nominal expiry date of this Agreement is 30 June 2023.
 - (c) The Agreement will thereafter continue in operation in accordance with the Fair Work Act 2009 until replaced by a subsequent Agreement or cancelled in accordance with the Act.
-

5 DEFINITIONS

Agreement means this agreement, the *Tasmanian Aboriginal Corporation Enterprise Agreement 2020*.

Award means, any or all the following:

- (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 means the classification structure set out in clause 14.2 (Classification Table) and any of the classifications within it.

FW Act means the *Fair Work Act 2009* and includes the Fair Work Regulations (both as amended from time to time) or any successor to both of them.

FWC means the Fair Work Commission, or any successor to that entity.

Immediate Family means a:

- (a) A spouse, which includes de facto spouse and same sex spouse;
- (b) child, which includes step child, adopted child and foster child;
- (c) Parent, step-parent, brother, sister, grandparents, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, uncles, aunts, nephews and nieces of the employee or employee's spouse, de factor and same sex partner.

Manager means an Employees direct manager as designated by TAC.

NES means the National Employment Standards under the FW Act or any successor to that Act.

Ordinary Rate of Pay means an Employee's hourly rate of pay, which represents a pro rata amount of Base Salary, based on a 36.25 hour week.

TAC means the Tasmanian Aboriginal Corporation (ICN 8554)

6 AIMS, OBJECTIVES AND GOVERNING PRINCIPLES

6.1 The objectives of this Agreement are:

- (a) To promote good wages and conditions for Employees balanced against the need for Employees to be flexible and responsive to the needs of the Aboriginal community they serve.
- (b) To ensure that conditions of employment are equitable across TAC programs, and that administrative complexity is avoided.
- (c) To ensure that TAC employee conditions of employment are equitable and are within the financial capacity of the TAC.
- (d) To promote real gains in productivity, efficiency, flexibility and co-operation in the workplace.
- (e) To promote improved services to the Aboriginal community in Tasmania.

6.2 General Principles

The following principles are adopted for purposes of this Agreement:

- (a) Employees acknowledge that they have employment with the TAC only because of funding received due to the disadvantage of Aborigines in Tasmania. The efforts of Employees must therefore be directed towards overcoming this disadvantage.
- (b) The TAC provides services for 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.
- (h) 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.
- (i) The TAC recognises its success in providing services to the Aboriginal community is directly 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.

6.3 TAC Values

The parties to this Agreement have the shared commitment to:

- (a) provide a workplace that is free from discrimination;
- (b) maintain the highest ethical standards;
- (c) deliver services fairly, effectively, and courteously to the community;
- (d) foster leadership of the highest quality;
- (e) establish workplace relations that value communication, consultation, co-operation and input from Employees on matters that affect their workplace;
- (f) provide a fair, flexible, safe and rewarding workplace;
- (g) focus on achieving results and managing performance;
- (h) promote equity in employment;
- (i) provide a reasonable opportunity to all eligible members of the community to apply for TAC employment.

6.4 Relationship to NES

Employee entitlements under this Agreement apply unless a superior condition applies in accordance with the National Employment Standards; and are provided in satisfaction of, and not in addition to, entitlements under the NES.

7 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

7.1 TAC and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) the individual flexibility arrangement deals with one or more of the following matters:

- (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
- (b) the arrangement meets the genuine needs of TAC and the Employee in relation to one or more of the matters mentioned in clause 7.1(a); and
 - (c) the arrangement is genuinely agreed to by TAC and an Employee.

7.2 Terms

TAC must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the FW Act;
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

7.3 Form

TAC must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of TAC and the Employee; and
- (c) is signed by TAC and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Enterprise Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

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

7.5 TAC or the Employee may terminate the individual flexibility arrangement:

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

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

8 CONSULTATION

8.1 Consultation regarding major workplace change

TAC to notify

- (a) Where TAC has made an in principle decision to introduce major changes in production, program, organisation, structure or technology that are likely to have Significant Effects on Employees, TAC must notify, as soon as is reasonably practicable, the Employees who may be affected by the proposed changes and their representatives, if any.
- (b) **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 to discuss change

- (c) TAC must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), the effects 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.
- (d) The discussions must commence as early as practicable after an in principle decision has been made by TAC to make the changes.
- (e) For the purposes of such discussion, TAC must provide in writing to the Employees concerned and their representatives, 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 TAC is not required to disclose confidential information the disclosure of which would be contrary to TAC's interests.

8.2 Consultation about changes to rosters or hours of work

- (a) Where TAC proposes to change an Employee regular roster or Ordinary Hours of Work, TAC must consult with the Employee or Employees affected and their representatives, if any, as soon as is reasonably practicable, about the proposed change.
- (b) TAC must:
 - (i) provide to the Employee or Employees affected and their representatives, 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);
 - (ii) invite the Employee or Employees affected and their representatives, 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
 - (iii) give consideration to any views about the impact of the proposed change

that are given by the Employee or Employees concerned and/or their representatives.

- (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with this Agreement.

9 DISPUTE SETTLEMENT PROCEDURE

- (a) If a dispute relates to:
 - (i) a matter arising under this Agreement; or
 - (ii) the National Employment Standards (NES)this clause sets out procedures to settle the dispute.
- (b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- (e) FWC may deal with the dispute in two stages:
 - (i) 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:
 - (ii) arbitrate the dispute; and make a determination that is binding on the parties.
- (f) While the parties are trying to resolve the dispute using the procedures in this clause an Employee must:
 - (i) continue to perform his or her normal work unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) 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.
- (g) The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

10 TERMS OF EMPLOYMENT

10.1 Types of employment

- (a) An Employee may be engaged by TAC as a:
 - (i) Full-Time Employee;
 - (ii) Part-Time Employee; or
 - (iii) Casual Employee.
- (b) A Full-Time Employee or a Part-Time Employee may be engaged as a:
 - (i) Permanent Employee; or
 - (ii) Temporary Employee.
- (c) A Permanent Employee means an Employee not engaged as a Temporary Employee or a Casual Employee.

10.2 Permanent Employment

- (a) Permanent employment means employment with no specified end date or specified contingency that brings the contract to an end. Permanent employment is subject to termination by the resignation, retirement of an Employee or death of an Employee; by abandonment of employment; by the position being declared redundant; or by the Employees employment being otherwise terminated by the TAC in accordance with relevant provisions of this Agreement.
- (b) Permanent appointments may be offered as Full-time Employment or Part-time Employment.
- (c) Where Part-time Employment is offered, the offer of employment made by the TAC will specify the fraction of ordinary hours of work for which employment is offered.

10.3 Full-Time employment

- (a) A Full-Time Employee's Ordinary Hours of Work are those prescribed in Clause 19.1(a).
- (b) The span of hours shall be the same as those prescribed in Clause 19 - Ordinary Hours of Work.

10.4 Part-Time employment

- (a) A Part-Time Employee is an Employee who:
 - (i) is engaged by TAC to work an average of fewer than 36.25 hours per week over a 4 week period;
 - (ii) has reasonably predictable hours of work; and
 - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of a Full-Time Employee who does the same kind of work in the same Classification.
- (b) The span of hours shall be the same as those prescribed in Clause 19.1 -

Ordinary Hours of Work.

- (c) At the time of engagement, TAC and the Part-Time Employee will agree in writing on a regular pattern of work, specifying the hours worked each day, which days of the week the Employee will work and the starting and finishing times each day.
- (d) A Part-Time Employee must be engaged for a minimum of 3 consecutive hours on any work day.
- (e) By agreement with TAC and to accommodate the operational needs of the TAC, a Part-Time Employee may temporarily or permanently increase or decrease their hours of work. This agreement to vary duties must be confirmed in writing.
- (f) A full-time Employee who converts to part-time employment shall retain all accrued entitlements and his/her employment shall be deemed to be continuous.

10.5 Temporary (fixed term) employment

- (a) A Temporary Employee may be engaged by TAC on a Full-Time or Part-Time basis for a specified period of time or for a specified task or tasks (i.e. fixed/maximum term or task) as advised in writing by TAC.
- (b) If a Temporary Employee becomes a Permanent Employee immediately after a period of temporary employment, the period worked as a Temporary Employee forms part of that Employees period of continuous service for all purposes under this Agreement.
- (c) At the end of a Temporary Employee specified period of time or task or contract of employment, there is no obligation for TAC to offer that Temporary Employee any further or additional employment.

10.6 Casual employment

- (a) A Casual Employee is one engaged and paid as such and has no entitlement to reasonably predictable hours of work.
- (b) A Casual Employee is engaged by TAC by the hour, and when required basis.
- (c) For each engagement, a Casual Employee, other than a Casual Employee engaged for Brokerage Services, must be engaged for a minimum of 3 consecutive hours.
- (d) A Casual Employee, other than a Casual Employee engaged for Brokerage Services, who reports for work as directed and is not required to start will be paid for 2 hours at the Base Salary for the applicable Classification.
- (e) For the avoidance of doubt a Casual Employee is not entitled to any:
 - (i) Paid leave;
 - (ii) Notice of Termination; or
 - (iii) Redundancy entitlements contained in this Agreement. The Casual Loading compensates the Casual Employee for not receiving these entitlements.
- (f) Notwithstanding the generality of 10.6(e) above, an Eligible Casual Employee means a Casual Employee who has entitlements under the NES to parental leave, community service leave, and jury service because they are employed on a regular and systemic basis, and for the avoidance of doubt, an Eligible Casual Employee is entitled to unpaid:

- (i) parental leave;
- (ii) community service leave; and
- (iii) jury service leave

in accordance with the NES.

10.7 Apprentices and/or Trainees

- (a) Apprentice and/or Trainee means a person engaged by TAC under a non-school based training arrangement approved by Skills Tasmania or equivalent national or other state based regulator.
- (b) TAC may engage an Employee as an Apprentice and/or Trainee under a training agreement that is made in accordance with the appropriate legislative requirements.

10.8 School Based Apprentices

TAC may engage an Employee as a School Based Apprentice under a training agreement that is made in accordance with the appropriate legislative requirements.

10.9 Probationary employment

- (a) TAC will initially engage Employees on probation for a period up to but not exceeding 6 months.
- (b) The probation period is a period of review by which TAC and the Employee can assess each other's performance, capacity, and willingness to continue the employment arrangements beyond this period.
- (c) Any period of probation worked by an Employee forms part of that Employees period of continuous service for all purposes of this Agreement.

11 TERMINATION OF EMPLOYMENT

11.1 Employees in all categories or classifications of employment may be terminated where there is a valid reason for termination.

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

TAC may terminate an Employee engaged in Classification Levels 1-6 by giving Notice of Termination, or a payment in lieu of part or all of the Notice of Termination period, in accordance with the following table:

Employee period of continuous service with Employer	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

plus TAC will provide an additional 1 week if the Employee is over 45 years old and has completed at least 2 years of continuous service with TAC.

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

TAC may terminate an Employee engaged in Classification Levels 7-10 by giving 4 weeks' Notice of Termination, plus TAC will provide an additional 1 week if the Employee is over 45 years old and has completed at least 2 years of continuous service with TAC.

11.4 Notice of Termination by an Employee

- (a) An Employee may terminate his or her employment by giving TAC Notice of Termination in accordance with clause 11.2 (Classification Levels 1-6) or clause 11.3 (Classification Levels 7-10), whichever is applicable, except there is no requirement on the Employee to give additional Notice of Termination based on the age of the Employee concerned.
- (b) If an Employee fails to give the required Notice of Termination, TAC may withhold from any monies due to the Employee on termination an amount not exceeding the amount the Employee 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 the Employee.

11.5 Job search entitlement (non-Redundancy)

- (a) Where TAC has given Notice of Termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.
- (b) The time off is to be taken at times that are convenient to the Employee after consultation with TAC.

12 DISCIPLINARY ACTION AND DISMISSAL

12.1 TAC code of conduct

Standards of behaviour required from Employees are provided for in the TAC Code of Conduct and failure to meet these standards may lead to disciplinary action or termination of an Employee's employment.

12.2 Confidential information

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

12.3 Serious misconduct

TAC may terminate an Employees employment summarily (ie without Notice of Termination) where that Employee has engaged in gross negligence or serious misconduct.

12.4 Abandonment of employment

- (a) Unless a provision of this Agreement or the Fair Work Act states otherwise, an Employee not attending for duty loses their pay for the actual time of such non-attendance.
- (b) Where an Employee is absent from duty for a continuous period of 5 working days

without advising their Manager or having approval from the TAC, or without apparent good cause, the TAC will make reasonable attempts to contact the Employee requesting reasons for the unauthorised absence from duty. Correspondence sent to the Employee will detail the effect that not responding to the TAC's request may have on their employment.

- (c) If the Employee or, if they so choose, their 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 the Employees employment. If the termination proceeds the TAC will provide notice in accordance with clause 11 Termination of Employment. The Employee will be paid leave owed at the date of termination.
- (d) An Employee 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 possible misconduct and handled in accordance with clause 11.

13 REDUNDANCY

- (a) A redundancy means a situation where TAC no longer requires the Employees job to be done by anyone.
- (b) In addition to the period of notice prescribed for termination in clause 11.2 and 11.3, Employees who are made redundant shall be entitled to the following amount of redundancy pay.

13.1 Redundancy Pay Table:

Employee period of continuous service with 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

13.2 Transfer to lower paid duties

- (a) Clause 13.2 applies if, because of redundancy, an Employee is offered and agrees to accept new duties to which a lower ordinary rate of pay applies.
- (b) TAC may give the Employee the same period of Notice of Termination as the Employee would have been entitled to if the employment had been terminated or,
- (c) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (d).
- (d) If TAC acts as mentioned in paragraph (c) the Employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee 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) of the Employee in the second role for the period for which notice was not given.

13.3 Employee leaving during Notice of Termination period

- (a) An Employee given Notice of Termination in circumstances of Redundancy may terminate their employment during the Notice of Termination period.
- (b) The Employee is entitled to receive the benefits and payments they would have received under this clause 13 had they remained in employment until the expiry of the Notice of Termination.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

13.4 Job search entitlement (Redundancy)

- (a) Where TAC has given notice of termination to an employee in circumstances of redundancy, the Employee 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.
- (b) If an Employee is allowed time off without loss of pay of more than one day under paragraph (a), the Employee must, at the request of the TAC, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An Employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.

13.5 Exemption to pay Redundancy pay

There is no requirement for TAC to pay Redundancy pay to any Employee where there is not a Redundancy situation, or to Employees:

- (a) who resign from their employment with TAC;
- (b) whose employment ends by the completion of a specified period of time or task and or time agreed as the end of their contract of employment has expired;
- (c) where their employment is terminated as a consequence of serious misconduct or incapacity;
- (d) who are engaged as Casual Employees;
- (e) with continuous service with TAC of less than 12 months;
- (f) where TAC obtains acceptable alternative employment for them;
- (g) who reject an offer of employment made by another Employer that:
 - (i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee terms and conditions of employment with TAC immediately before the termination of employment; and
 - (ii) recognises the Employees service with TAC; and
 - (iii) had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee.

- (h) who are excluded from Redundancy Pay for any reason under the FW Act
- (i) Except where an employee is offered and accepts a transfer to lower paid duties under clause 13.2, for the purposes of paragraph 13.5(f) acceptable alternative employment will have been provided where the employee is transferred to:
 - (i) a position which reflects the individual skills of that employee; and
 - (ii) a position which, provides the same financial and employment benefits as the position which no longer exists.

PART 4 – MINIMUM WAGES AND CLASSIFICATION STRUCTURE

14 CLASSIFICATIONS:

14.1 CLASSIFICATION STRUCTURE

- (a) The Classification structure is based on ten Classification Levels, grouped according to a common general description set out in the Classification Table clause 14.2. Within each level is a scale of Increments (e.g. Classification Level 1.1, 1.2, 1.3, 1.4, 1.5, 1.6).
- (b) Employees will be employed at a Classification Level according to the nature of the work they are required to perform including the knowledge, skills, duties and responsibilities required of the position.
- (c) Each Classification Level is distinct, and an Employee does not need to start at the bottom of a Classification Level (e.g. Level 1.1 or 6.1).
- (d) Employees may be required to perform duties associated with higher or lower Classification Group from time to time without amounting to a change in their Classification Level. When this occurs, they may be entitled to a higher duties allowance in clause 18.3 (Higher Duties Allowance).

14.2. CLASSIFICATION TABLE:

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.</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 child care 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>

	This may involve interpretation and judgement in applying established guidelines and procedures. Staff may be responsible for the coordination of some services and programs.
Level 7.1 to 7.4	Staff at Level 7 usually work unsupervised or autonomously. 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.
Level 8.1 to 8.3	Staff at Level 8 are responsible for the management and administration of a specialist organisational function or state-wide program area. Regional Managers may be appointed at this level. 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.
Level 9.1 to 9.3	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. The CEO may be appointed at this level.
Level 10.1 to 10.3	This is the most senior classification and is reserved for the CEO. 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.

14.3. POSITION CLASSIFICATION REVIEW:

- (a) An Employee may seek a review of their classification to their Manager should the duties and responsibilities of the work, and/or the skills and consequently level of the position they occupy have substantially changed.
- (b) Review is not available merely because of increased workload. Whilst it is acknowledged that workloads for individual Employees can vary and do differ, TAC will ensure that the tasks allocated to Employees do not exceed what can reasonably be performed in the hours for which they are employed.
- (c) An Employee may appeal the position classification review outcome by submitting a statement, including the grounds and reasons for the appeal of the position classification review outcome, to the Chief Executive Officer. The determination of the CEO is final, there is no further right of review.

14.4. PROGRESSION TO A HIGHER CLASSIFICATION LEVEL:

- (a) Progression within a Classification Level is at the discretion of TAC and will be considered every 12 months of continuous service.

- (b) For purposes of salary progression, unauthorised absence or period of unpaid leave does not count towards the length of the employee's continuous service; these absences or breaks in service will extend time.
- (c) Employees will only be eligible for an increase in their Classification Level if they have completed a minimum of six months at their existing Classification Level.
- (d) An Employee will not be promoted or progress beyond the maximum increment in the Classification Level to which they are assigned, unless there are exceptional circumstances and CEO approval.
- (e) Promotion and or progression to a higher Classification Level will be considered based on the following factors:
 - (i) Confirmation from an Employee 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.
 - (ii) Subject to clause 14.4(e)(iii), progression within a Classification Level will not normally be denied unless the matters of concern, leading the CEO to conclude that performance has been less than satisfactory, have been previously canvassed with the Employee and an opportunity provided, if appropriate, for the Employee to remedy these matters of concern.
 - (iii) 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 the Employees qualifications, skills, responsibility, performance and commitment to the objectives of the TAC.
- (f) Promotion beyond Classification Level 10.1 will require the Board of Directors approval.
- (g) The new level of salary is payable immediately an advancement or progression has effect.

15 REMUNERATION

15.1 BASE RATE AND ORDINARY RATE OF PAY

- (a) Base Rate of Pay is the rate of pay payable to the Employee for his or her ordinary hours of work, but not including any of the following:
 - (ii) allowances;
 - (iii) overtime or penalty rates;
 - (iv) any other separately identifiable amounts.
- (b) Ordinary Rate of Pay means an Employee's hourly rate of pay, which represents a pro rata amount of Base Salary, based on a 36.25 hour week.
- (c) Full-Time Employees will receive as their Base Salary a weekly amount which, for pro rata calculations and Ordinary Rate of Pay, may be converted to an hourly

rate based on a 36.25 hour week.

(d) A Full-Time Employee is entitled to the Base Salary specified in the Base Salary Table in clause 15.2 which corresponds to the Classification Level at which they are employed.

(e) An Employee Base Salary will be used to calculate all their service related benefits and Notice of Termination.

15.2 BASE SALARY TABLE

Classification Level	2020 (after February 2.25% increase)	2021 (after February 2.25% increase)	2022 (after February 2.25% increase)
TAC Level 1			
1.1	\$44,191	\$45,185	\$46,202
1.2	\$44,830	\$45,839	\$46,870
1.3	\$45,512	\$46,536	\$47,583
1.4	\$46,112	\$47,150	\$48,211
1.5	\$46,755	\$47,807	\$48,883
1.6	\$47,400	\$48,467	\$49,558
TAC Level 2			
2.1	\$49,299	\$50,408	\$51,542
2.2	\$50,953	\$52,099	\$53,271
2.3	\$52,334	\$53,512	\$54,716
2.4	\$53,852	\$55,064	\$56,303
2.5	\$55,370	\$56,616	\$57,890
TAC Level 3			
3.1	\$55,792	\$57,047	\$58,331
3.2	\$57,325	\$58,615	\$59,934
3.3	\$58,832	\$60,156	\$61,510
3.4	\$60,358	\$61,716	\$63,105
3.5	\$61,865	\$63,257	\$64,680
TAC Level 4			
4.1	\$63,541	\$64,971	\$66,433
4.2	\$65,194	\$66,661	\$68,161
4.3	\$66,853	\$68,357	\$69,895
4.4	\$68,583	\$70,126	\$71,704
TAC Level 5			

5.1	\$70,822	\$72,415	\$74,044
5.2	\$73,075	\$74,719	\$76,400
5.3	\$74,974	\$76,661	\$78,386
5.4	\$76,898	\$78,628	\$80,397
TAC Level 6			
6.1	\$78,996	\$80,773	\$82,590
6.2	\$81,466	\$83,299	\$85,173
6.3	\$83,763	\$85,648	\$87,575
6.4	\$85,315	\$87,235	\$89,198
TAC Level 7			
7.1	\$87,440	\$89,407	\$91,419
7.2	\$90,458	\$92,493	\$94,574
7.3	\$94,375	\$96,498	\$98,669
7.4	\$99,180	\$101,412	\$103,694
TAC Level 8			
8.1	\$105,037	\$107,400	\$109,817
8.2	\$109,116	\$111,571	\$114,081
8.3	\$113,195	\$115,742	\$118,346
TAC Level 9			
9.1	\$118,469	\$121,135	\$123,861
9.2	\$124,665	\$127,470	\$130,338
9.3	\$130,860	\$133,804	\$136,815
TAC Level 10			
10.1	\$137,305	\$140,394	\$143,553
10.2	\$145,102	\$148,367	\$151,705
10.3	\$154,933	\$158,419	\$161,983

15.3 PART- TIME SALARY

For the avoidance of doubt and consistent with clause 10.4 (Part-Time employment), Part-Time Employees will receive as their Base Salary a pro rata amount of the Base Salary of a Full-Time Employee performing the same kind of at the same Classification Level based on the number of hours worked per week.

15.4 CASUAL LOADING

Casual Loading means the 25% loading paid to Casual Employees.

15.5 CASUAL EMPLOYEE- BASE SALARY

For the avoidance of doubt and consistent with clause 10.6, (Casual Employment), Casual Employees will receive as their Base Salary an hourly rate for each hour worked which is a pro rata amount of the Base Salary of a Full-time Employee performing the same kind of work under the same Classification, plus a Casual Loading of 25%.

15.6 CONSISTENT WITH NES

For the purposes of the NES, the Base Rate of Pay of an Employee receiving a Base Salary under this clause comprises the portion of the Base Salary equivalent to the relevant rate of pay and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

15.7 PAYMENT OF ADDITIONAL HOURS FOR PART-TIME EMPLOYEES

- (a) Where a Part-time Employee is directed or requested in writing to work additional hours and in fact works more hours than their agreed Regular Pattern of Work, these hours shall be paid at the Overtime rate.
- (b) Where a Part-time Employee has not received a written direction or request from TAC to work in excess of their agreed Regular Pattern of Work, but works those hours, without any approval from their Manager, the Employee will not receive any payment or entitlement for working such additional hours.
- (c) Where a Part-Time Employee volunteers to work in excess of the agreed regular pattern of work, and has those volunteered hours approved by their Manager, the Employee will be entitled to receive pro-rata Base Salary but not Overtime.

15.8 ENTITLEMENTS INCORPORATED IN BASE SALARY

- (a) TAC will pay an Employee a Base Salary (or pro rata equivalent for Part-Time Employees) in satisfaction of an Employee's:
 - (i) applicable Classification;
 - (ii) hours of work in clause 19 (Working Hours) and
- (b) The Base Salary of the Employee must be reviewed by TAC at least annually (or if the employment ceases earlier over such lesser period as has been worked) to ensure that the compensation is appropriate having regard to their applicable Classification under the Award or this Agreement provisions which are satisfied by the payment of the Base Salary.
- (c) The Base Salary must be no less than the amount the Employee would have received under their applicable Classification under the Award or this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).

15.9 APPRENTICES (OTHER THAN SCHOOL BASED APPRENTICES) AND TRAINEES

The wages (and related terms and conditions) of the relevant Award apply to Apprentices and/or Trainees unless otherwise specified in this Agreement.

15.10 SCHOOL BASED APPRENTICES

School Based Apprentice means a person engaged by TAC under a school based training arrangement approved by Skills Tasmania or equivalent national or other state based training regulator.

15.11 PAYMENT OF BASE SALARY

- (a) Employees will be paid 2 weeks in arrears.
- (b) Where Pay Day falls on a Public Holiday Employees will be paid on the last working day prior to the Public Holiday.
- (c) Payment shall be by electronic funds transfer or direct deposit into a banking or financial institution nominated by the Employee.
- (d) TAC will give a pay slip in electronic form to each of its employees within one working day of paying salary.
- (e) In the event that an Employee is not paid by the cessation of their normal hours on Pay Day due to circumstances beyond the control of TAC, TAC will do all things reasonable and possible to arrange an alternative method of payment as soon as practicable.
- (f) In the event that an Employee is not paid by the cessation of their normal hours on Pay Day due to an error or omission by TAC, TAC will do all things reasonable and possible to arrange an alternative method of payment as soon as practicable, and will reimburse the Employee for any additional financial institution fees and charges incurred by the Employee due to the late payment. In such cases the Employee is to provide documentary evidence of any such fees and charges prior to reimbursement.
- (g) If an Employee employment is terminated, any Base Salary and other accrued entitlements will be paid on Pay Day not the day the Employee employment is terminated, unless otherwise agreed.

15.12 DEDUCTIONS FROM BASE SALARY

TAC shall be entitled to make deductions from monies owed to an Employee in order to recover monies owed by an Employee arising from:

- (a) any amounts mistakenly made by TAC to the Employee;
- (b) any amounts the Employee owes TAC upon the termination of the Employee employment, including but not limited to:
 - (i) relocation expenditure incurred on behalf of an Employee and which the TAC is entitled to recover due to the Employee terminating his or her employment without completing the requisite period specified in the offer of appointment
 - (ii) payment of leave in advance;
 - (iii) payment of salary or allowances to which the Employee is not entitled; or
 - (iv) payment of other expenditure to the benefit of the Employee to which the Employee is not entitled.
- (c) The Employee acknowledges that the payments in clause 15.12(a) and (b) are principally for the Employee benefit given the Employee would have derived a

personal benefit they are not entitled to and will avoid future liability and potential proceedings.

- (d) Before commencing to make a deduction under clause 15.12(a) and (b), TAC will:
 - (i) provide to the Employee written details of the monies owing and the reasons; then make a reasonable attempt to reach agreement with the Employee on a suitable method of repayment from remuneration or payable on termination of employment; and
 - (ii) provide to the Employee written details of the repayment arrangements.

16 INCREASES TO BASE SALARY

For the life of the Agreement, the Base Salaries specified in clause 15.2 Base Salary Table will be increased annually by 2.25% on the first full pay period on or after 1 February.

17 SUPERANNUATION AND SALARY SACRIFICE

17.1 SUPERANNUATION

- (a) TAC will pay Employees the superannuation contributions at the higher of the amount:
 - (i) 14%; or
 - (ii) The amount necessary to discharge its minimum obligations under the Superannuation Guarantee (Administration) Act 1992 as amended from time to time, from applicable anniversary date of the change to the Superannuation Guarantee Charge applied.
- (b) TAC will make superannuation contributions to:
 - (i) the Employee choice of complying superannuation fund;
 - (ii) the Default Fund if the Employee does not exercise their choice of complying superannuation fund, or
 - (iii) where the Default Fund is inapplicable, to the Default Funds' successor.
- (c) Default Fund means the Health Employees Superannuation Trust Australia (ABN 64 971 749 321)
- (d) 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.

17.2 SALARY SACRIFICE BY EMPLOYEES

Superannuation:

- (a) An Employee may elect to sacrifice an additional proportion of their Base Salary for superannuation subject to compliance with any applicable government directive and/or legislation.

General:

- (b) All tax liabilities or direct administrative costs incurred as a result of a non-compulsory salary sacrifice arrangement will be met by the Employee.
- (c) Base Salary for all purposes will be calculated as if no salary sacrifice arrangements exist.
- (d) Salary sacrifice arrangements, other than superannuation, will be annual based on the period 1 April to 31 March the following year.
- (e) An Employee may withdraw from any non-compulsory salary sacrifice arrangement at any time by giving 14 days written notice to TAC.

18 ALLOWANCES

18.1 Excursion Allowance

- (a) Employees who accompany children, youth or elderly groups on excursions involving overnight stays are entitled to payment of an Excursion Allowance of \$100 per night to cover all potential claims for payment including recompense for disturbances which may occur and any additional time worked during an excursion.
- (b) The Excursion Allowance is in addition to:
 - (i) Base Salary; and
 - (ii) any applicable overtime rates.
- (c) The Excursion Allowance is not payable to Employees whose normal duties include the supervision of residential program activities.

18.2 Travel and Meal Allowances

- (a) Where an Employee is 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 actually purchased):
 - (i) \$25.00 for breakfast;
 - (ii) \$25.00 for lunch;
 - (iii) \$40 for dinner (within Tasmania); and
 - (iv) \$50 for dinner (outside Tasmania);
- (b) Where an Employee is required to stay away overnight an incidentals 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 an Employee member is required to stay away.
- (c) Where an Employee is required to travel, but an overnight stay is not required, the Employee may claim the Meal Allowances referred to in clause 18.2(a) if the travel starts before 7am or finishes after 7pm.

18.3 Higher Duties Allowance

- (a) Where an Employee is directed by TAC and agrees 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 5 consecutive working days, they will be entitled to a Higher Duties Allowance.
- (b) The Higher Duties Allowance will be paid:
 - (i) on an hourly basis for the period during which higher duties are performed in accordance with 18.3(a), rounding up to the nearest complete work day; and
 - (ii) at the Ordinary Rate of Pay for the relevant Classification to which the higher duties are attributed.
- (c) Any period of leave under this Agreement will not be entitled to the Higher Duties Allowance.

PART 5- HOURS OF WORK AND BREAKS

19 WORKING HOURS

19.1 Ordinary Hours of Work

- (a) The Ordinary Hours of Work for a Full-Time Employee are an average of 36.25 hours per week (averaged over a 4 week period), worked over 5 days per week, between Monday to Friday (inclusive).
- (b) The Ordinary Hours of Work for an Employee may be worked between 7am to 7pm (the span of hours).
- (c) The 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.
- (d) Commencing and ceasing times within the span of hours may be fixed by the TAC and may be staggered by the TAC to improve operational efficiency.
- (e) Provided that all requirements for Overtime set out in clause 21 (Overtime) are met, Employees who are directed to work additional hours (in excess of 36.25 hours averaged over 4 weeks or in excess of the agreed ordinary hours for any one day) shall be entitled to be paid overtime or receive time off instead of overtime payment.

19.2 Land Management Employees based on the Islands

To meet TAC operational needs, and in accordance with clause 7, individual flexible work arrangements may be negotiated with Land Management Workers who are based on the Islands.

19.3 Additional Hours

- (a) TAC may direct:
 - (i) an Employee to work reasonable Additional Hours in addition to the Ordinary Hours of Work; and
 - (ii) a Part-time Employee to work reasonable Additional Hours outside their Regular Pattern of Work as per clause 10.4 (Part-time Employment).

- (b) An Employee may refuse to work unreasonable Additional Hours.

19.4 Reasonably Required Considerations

In considering what Additional Hours are reasonable or unreasonable, regard will be had to:

- (a) the entitlements under this Agreement including an Employees remuneration in clause 15 (Remuneration);
- (b) NES maximum weekly hours of 38 for a Full-time Employee;
- (c) NES reasonable additional hours considerations;
- (d) reasonable performance expectations; TAC's operational requirements;
- (e) an Employees personal circumstances;
- (f) reasonable workload expectations; and documented flexibility arrangements.

20 ON CALL AND CALL OUT

20.1 ON CALL

- a) An employee 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.
- b) The allowance will be \$100 in respect of a Saturday, Sunday or Public Holiday.

20.2 CALL OUT

- (a) Employees 'on call' under clause 20.1(a) who is recalled to duty and must attend to work matters away from their home shall be paid an additional \$50.
- (b) Employees 'on call' under clause 20.1(b) who is recalled to duty and must attend to a work matters away from their home shall be paid an additional \$100.

21 OVERTIME

21.1 General

- (a) Additional Hours worked by Employees, will (subject to time off instead of overtime payment considerations set out in clause 21.4) be paid at the applicable Overtime rates (set out in clause 21.3).
- (b) An Employee referred to in clause 19.3 (Additional Hours), who is directed by TAC to work Additional Hours is only entitled to Overtime if the Employee:
 - (i) receives such a direction in writing, by their direct supervisor or other reasonable delegate, to work the Additional Hours; and
 - (ii) the Additional Hours worked are in excess of their Ordinary Hours of Work; or for Part-time Employees, outside their Regular Pattern of Work.

21.2 For the avoidance of doubt, an Employee who is not directed to work Additional Hours is not entitled to payment for Overtime. Further, an Employee who volunteers but is not approved by their Manager to work Additional Hours is not entitled to Overtime or any other payment or entitlement.

21.3 Overtime Rate of Pay

- (a) For all hours of work in excess of the ordinary hours per week [36.25 hours per week (averaged over a 4 week period)] or outside the span of hours, the Overtime Rates of Pay for eligible Employees are:
 - (i) for work performed between Monday to Saturday, time and one-half for the first 2 hours worked, and double-time thereafter;
 - (ii) for work performed on a Sunday, double-time; and
 - (iii) for work performed on a Public Holiday, double time and one-half; and
 - (iv) an employee required to work overtime on a Saturday, Sunday or public holiday, will be afforded at least three hours' work or paid for three hours' work at the appropriate rate, except where such overtime is continuous with overtime commenced on the previous day.
- (b) Overtime Rates of Pay for eligible Employees will not exceed double time and one-half.
- (c) In calculating Overtime, each day's work stands alone and is calculated on an Employee applicable Ordinary Rate of Pay.
- (d) When Overtime work is necessary, whenever reasonably practicable it is to be so arranged that an eligible Employee has at least 10 consecutive hours off duty between the work of successive days.
- (e) Eligible Employees who work so much Overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the eligible Employee has not had at least 10 consecutive hours off duty between those times, are to, subject to this clause, be released after completion of such overtime until that eligible Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (f) Subject to this clause, if on the instructions of TAC, eligible Employees resume or continue work without having had 10 consecutive hours off duty, they are to be paid at double their Ordinary Rate of Pay until they have been released from duty for a continuous period of at least 10 hours and they are to then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

21.4 Time off instead of overtime payment

- (a) An Employee eligible to receive Overtime is entitled to elect, with the consent of his or her Manager, to take time off instead of payment for overtime at a time or times agreed with the Manager.
- (b) Overtime taken under this election as time off during Ordinary Hours of Work will be taken at the Ordinary Rate of Pay.
- (c) At the request of an Employee, TAC will pay an eligible Employee 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.
- (d) If an Employee is paid Overtime, the Employee forgoes his or her entitlement to time off instead of overtime in respect to which payment is made.
- (e) 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.

22 BREAKS

- (a) An Employee is entitled to an unpaid meal break of not more than 60 minutes (or as otherwise agreed with TAC) each day during the Ordinary Hours of Work.
- (b) A meal break is to be taken at time mutually agreeable between TAC and the Employee, or in the case where such an agreement cannot be reached not less than 5 hours after the Employee has commenced work for that day.
- (c) All Employees will be allowed a morning and afternoon paid rest break during a working day, of 10 minutes each, at a time or times and in a manner agreed between TAC and the Employee or, if no agreement is reached, as determined by TAC.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

23 LEAVE

23.1 LEAVE ENTITLEMENTS

- (a) An employee's entitlement to paid annual leave, personal leave and long service leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Other types of leave may also apply.
- (b) A Part-Time Employee has the same entitlement to paid annual leave, personal leave and long service leave as a Full-Time Employee, pro rata based on their Ordinary Hours of work.

23.2 ANNUAL LEAVE ENTITLEMENT

- (a) A Full-Time Employee is entitled to 145 hours [20 days] Annual Leave per year accrued progressively throughout the year.
- (b) Employees working at TAC offices which close between Christmas and New Year may take the days as annual leave, time off in lieu or as leave without pay, or they may use their personal leave.
- (c) Employees at the Children's Centre will be required to take leave at the time of the annual closure of the Centre. Provided that where a staff member does not have enough annual leave available, the balance of the period shall be taken as leave without pay or they may use their personal leave.
- (d) A request for Annual Leave will generally not be granted within the first 6 months of employment.
- (e) Annual leave will continue to accrue during any period of paid maternity leave, but will not accrue during unpaid leave of any type, including unpaid parental leave.

23.3 Taking Annual Leave

- (a) Employees are encouraged to:
 - (i) take at least two (2) consecutive weeks Annual Leave per year; and
 - (ii) take Annual Leave within 12 months of its accrual.

- (b) Employees should provide reasonable notice of their 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.

23.4 Annual Leave as Personal Leave

If an Employee has exhausted their personal leave, they may take their Annual Leave if:

- (a) the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
- (b) to provide care or support to a member of the Employees immediate family as per the Fair Work Act, or a member of the Employees household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

23.5 Sickness during Annual Leave

An Employee who is incapacitated during annual leave may choose to have the period of illness treated as personal leave instead of annual leave. This is subject to the Employee having enough personal leave available and a medical certificate being provided. An equivalent period shall be re-credited to the Employee's annual leave entitlement.

23.6 Payment for Annual Leave

- (a) An Employee will be paid the Ordinary Rate of Pay rate during periods of Annual Leave (which already incorporates an amount to cover leave loading, so leave loading will not be paid separately).
- (b) An Employee will be paid accrued Annual Leave on termination of their employment.

23.7 Annual leave, excluding Public Holidays and Other Periods of Leave

- (a) If a Public Holiday falls within a period of an Employees leave, Annual Leave must not be deducted for that Public Holiday.
- (b) Clause 23.7(a) does not apply unless an Employee's Ordinary Hours of Work would have included that Public Holiday if the Employee were not on Annual Leave.
- (c) If, during a period of Annual Leave, the period includes any Personal/Carer's Leave, Compassionate Leave, or Community Service Leave, the Employee is taken not to be on paid Annual Leave for the period of that leave.

23.8 Extensive accumulated Annual Leave

- (a) An Employee has an excessive leave accrual if the Employee has accrued more than 8 weeks' paid Annual Leave.
- (b) If an Employee has an excessive leave accrual, TAC or Employee may genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) If TAC has genuinely tried to reach agreement with an Employee under clause 23.8(b) but agreement is not reached (including because the Employee refuses to confer), TAC may direct the Employee in writing to take one or more periods of paid Annual Leave.

- (d) However, a direction by TAC under clause 23.8(c):
 - (i) is of no effect if it would result at any time in the Employee remaining accrued entitlement to paid Annual Leave being less than 6 weeks when any other paid Annual Leave arrangements or otherwise agreed by TAC and the Employee) are taken into account;
 - (ii) must not require the Employee to take any period of paid Annual Leave of less than one week; and
 - (iii) must not require the Employee to take a period of paid Annual Leave beginning less than 8 weeks, or more than 12 months, after the direction is given.

23.9 Cash Out of Annual Leave

- (a) Paid Annual Leave must not be cashed out except in accordance with an agreement under this clause.
- (b) Each cashing out of a particular amount of paid Annual Leave must be the subject of a separate agreement under this clause.
- (c) An agreement to cash out Annual Leave must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - (ii) the date on which the payment is to be made.
- (d) An agreement must be signed by TAC and the Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (e) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- (f) An agreement must not result in the Employee's remaining accrued entitlement to paid Annual Leave being less than 4 weeks.
- (g) The maximum amount of accrued paid Annual Leave that may be cashed out in any period of 12 months is 2 weeks.

24 PERSONAL/ CARER'S LEAVE

24.1 Accrued personal leave (banked sick leave)

Personal leave accrued by an Employee at the date of operation of this Agreement (see clause 4) hereafter called 'sick leave' for administrative convenience, shall be 'banked'/'set aside' and available to the Employee as a distinct and separate entitlement solely for purposes -

- a) of personal illness, ill health, and injury that incapacitates the Employee for work or
- b) to provide care or support to a member of the Employees immediate family, who requires care or support because of
 - (i) personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

Staff will not be required to provide a medical certificate however the TAC is entitled to ask a staff member for a medical certificate or other suitable evidence of incapacity in relation to any absence.

24.2 Personal Leave

As at the date of operation of this agreement

- a) An Employee, other than a Casual Employee:
 - (i) is entitled to 108.75 hours (fifteen days) of paid Personal Leave for each year of service; and
 - (ii) will accrue Personal Leave progressively through the year.
- b) Subject to the mandatory requirements and conditions in clause 24.3, an Employee other than a Casual Employee may take personal leave for any reason provided that such leave is only taken with the prior approval of the Employees direct Manager.
- c) Personal leave will only be taken with the prior approval of the Employees direct manager and is subject to the TAC operational needs.
- e) If an Employee takes a period of Personal Leave, TAC will pay the Employee at the Employee's Ordinary Rate of Pay for the Employee's Ordinary Hours of Work.

24.3 Notification of Absence in cases of ill health/injury

- (a) Unless there are extenuating circumstances an employee must inform TAC management within two hours of their normal starting time that they will be taking personal leave as a consequence 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.
- (b) Where there are extenuating circumstances an Employee must notify TAC as soon as practicable if the Employee will be absent on Personal/Carer's Leave.

24.4 Monitoring personal leave

TAC management may monitor the taking of personal leave by staff and if the employee has had in excess of 40 days personal leave within the last 12 month period TAC may:

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

24.5 Partial payment on termination

Where an Employee has 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 where an Employee is terminated for Serious Misconduct or neglect of duty.

25 UNPAID CARER'S LEAVE

25.1 Entitlement

If an Employee has no remaining Personal Leave/Sick Leave, or if the Employee is a Casual Employee, the Employee is entitled to up to 2 days Unpaid Carer's Leave for each occasion when a member of the Employees immediate family, or a member of the Employees household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

25.2 Notification of absence

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

25.3 Evidence

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

26 COMPASSIONATE LEAVE

26.1 Entitlement to Compassionate Leave

- (a) An Employee is entitled to 3 days' Compassionate Leave for each occasion when a member of the Employee Immediate Family or household (other than a child under the age of 18 years of age):
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) An Employee is entitled to 10 days' Compassionate Leave for each occasion when the Employees child who under the age of 18 years of age:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.

26.2 Payment for Compassionate Leave

- (a) A grant of compassionate leave is contingent upon the need for the employee to care for members of their immediate family in circumstances stated in clause 26.1.
- (b) If an Employee, other than a Casual Employee, takes a period of Compassionate Leave, TAC will pay the Employee at the Employee Ordinary Rate of Pay for the Employee Ordinary Hours of Work for that period.
- (c) If a Casual Employee takes a period of Compassionate Leave, this will be

unpaid leave.

26.3 Notification of absence

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

26.4 Evidence

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

27 PARENTAL LEAVE

27.1 Entitlement to Paid Parental Leave

- (a) An Employee, who is the child's birth mother, is entitled to 12 weeks Paid Maternity Leave if they have been continuously employed for at least 2 years immediately preceding the date of which the Maternity Leave is to commence.
- (b) Any Paid Maternity Leave is inclusive of and not additional to any NES entitlement to Parental Leave.

27.2 Entitlement to Unpaid Maternity Leave

An Employee who has completed at least twelve months continuous service is entitled to Unpaid Parental Leave of up to 12 months following the birth of a child of the Employee if the Employee has responsibility for the care of the child in accordance with the NES.

27.3 Evidence

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

28 LONG SERVICE LEAVE

Employees are entitled to Long Service Leave, and the payment in lieu of long service leave, in accordance with the *Long Service Leave Act 1976* (Tas), as amended from time to time, provided that:

- (a) the entitlement to long service leave is calculated as 13 weeks pay after 10 years service and 6.5 weeks pay after any additional five years following the initial 10 years service date.
- (b) subject to the agreement of the TAC, long service leave can be broken into 4 periods (maximum) but none less than 2 weeks.

29 COMMUNITY SERVICE LEAVE

- (a) An Employee is entitled to Eligible Community Service Leave in accordance with the NES.
- (b) An Employee is entitled to be absent without pay if engaged in emergency or natural disaster management activity subject to the Employee:
 - (i) being a volunteer member of a recognised emergency management body

and

- (ii) provides a notice of absence as soon as practicable and
 - (iii) engages in an activity that involves dealing with an emergency or natural disaster and
 - (iv) the employee was requested by or on behalf of the body to engage in the activity; or if no such request was made it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (c) In addition, Community Service Leave includes make up 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.
- (d) Community service leave is non-cumulative.

30 PUBLIC HOLIDAYS

30.1 Designated Public Holidays

Public Holidays are gazetted Tasmanian Public Holidays with the exception of 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

Other applicable local Public Holiday which is legislated and specifically would have applied to the Employee if under the Award, or has otherwise been previously and generally observed by TAC.

With the exception of Aboriginal Children Centre Employees, Aboriginal Liberation Day is substituted for and celebrated instead of Australia Day and falls on or around the 16 July. Aboriginal Children Centre Employees are granted the Australia Day holiday and are not therefore entitled to Aboriginal Liberation Day.

Unless an Employees accustomed workplace is located within an area where the Public Holiday falls that day is not a Public Holiday for such an Employee for the purposes of this clause.

By agreement between TAC and a majority of Employees, an alternative day may be taken as the Public Holiday instead of any of the prescribed days.

30.2 Payment for Public Holidays

- (a) An Employee, other than a Casual Employee, who is not required to work his or her usual hours of work on a Public Holiday, is entitled to be paid his or her Base Salary for that day.
- (b) An Employee whose usual work hours do not fall on a Public Holiday is not entitled to be paid for that day.

30.3 Payment for Public Holidays During Periods of Unpaid Leave

Employees on any form of unpaid leave on both sides of any Public Holiday will receive no payment for the Public Holiday.

31 DEFENCE LEAVE

An Employee is entitled to apply for leave in accordance with the *Defence Reserve Service (Protection) Act 2001*.

32 FAMILY AND DOMESTIC VIOLENCE LEAVE

Employees shall be entitled to domestic and family violence leave in accordance with the National Employment Standards, and the model term for dealing with requests for domestic and family violence leave as varied or replaced is incorporated into this Agreement.


33 OTHER LEAVE

- (a) TAC recognises the need to provide some flexibility as unexpected and/or pressing family or personal commitments may require Other Leave absences from work.
- (b) Other Leave absences may be allowed at the discretion of the CEO provided they do not adversely affect the performance of any Employee duties.
- (c) Other Leave absences may be unpaid or paid at the Base Salary at the discretion of the Chief Executive Officer.

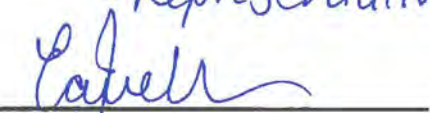
SIGNING PAGE

The parties to this Agreement as referred to in clause 2 (Parties Bound) agree to the terms of this Agreement.


Signatory

Name	<u>Heather Sculthorpe</u>	Date:	28.11.19
Address	<u>198 Elizabeth Street</u> <u>Hobart</u>		
Title/Authority	<u>Chief Executive Officer</u>	Signed for and on behalf of TAC:	
Signature	<u></u>		

Signatory

Name	<u>Eva-Maree Lavelle</u>	Date:	28.11.19
Address	<u>cl- 198 Elizabeth</u> <u>Street, Hobart</u>		
Title/Authority	<u>Employee Bargaining</u> <u>Representative</u>	Employee Bargaining Representative	
Signature	<u></u>		

Signatory

Name	<u>Sara Lesley Maynard</u>	Date:	28/11/2019
Address	<u>C/O 198 Elizabeth St</u> <u>Hobart, TAS. 7000.</u>		
Title/Authority	<u>Employee Bargaining</u> <u>Representative</u>	Employee Bargaining Representative	
Signature	<u></u>		

**TASMANIAN ABORIGINAL
CORPORATION
ENTERPRISE AGREEMENT 2020**

UNDERTAKINGS

IN THE FAIR WORK COMMISSION

FWC Matter No.: **AG2019/4669**

Applicant:

Tasmanian Aboriginal Corporation

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Heather Sculthorpe, Chief Executive Officer for the Tasmanian Aboriginal Corporation give the following undertakings with respect to the **Tasmanian Aboriginal Corporation Enterprise Agreement 2020** ("the Agreement"):

1. I have the authority given to me by Tasmanian Aboriginal Corporation to provide this undertaking in relation to the application before the Fair Work Commission.

2. Replace clause 15.2 BASE SALARY TABLE, with Schedule A, BASE SALARY TABLE.

3. For the purpose of clause 15.1 the following will be included:

(f) On the first full pay period on or after 1 February 2020, employees currently employed on level 1.1 will be reclassified to level 1.3.

4. Replace clause 15.9 with the below:

15.9

(a) Unless otherwise specified in clause 15.9(b) the wages (and related terms and conditions) of the relevant Award apply to Apprentices and/or Trainees.

(b) The Apprentice and or Trainee is entitled to

(i) superannuation pursuant to clause 17 and

(ii) work ordinary hours provided for in clause 19 and

(iii) personal leave pursuant to clause 24.2.

5. In clause 23.2(a) of the Agreement delete the words "*145 hours [20 days] Annual Leave*" and insert the words "*4 weeks of paid annual leave*"

6. For the purpose of clause 23.2 the following will be included:

(f) To remove all doubt, employees are entitled to no less annual leave than what is required under the NES.

7. In clause 24.2(a) of the Agreement delete the words "*108.75 hours (fifteen days)*" and insert the words "*15 days*"

8. In Clause 24.1(b) of the Agreement, insert after the words "*immediate family*," the words "*or a member of the employee's household*,".

9. Delete clause 30.3.

10. In clause 10.4 of the Agreement delete the number "3" and insert the number "4" so that it reads 4 consecutive hours on any work day.

11. Delete clause 18.1(c).

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Heather Sculthorpe
Chief Executive Officer
Tasmanian Aboriginal Corporation



Signature

Date : 10 / 1 / 2020

Schedule A:

15.2 BASE SALARY TABLE

Classification Level	CURRENT	2020 (2.25% increase on the first full pay period on or after 1 February)	2021 (2.25% increase on the first full pay period on or after 1 February)	2022 (2.25% increase on the first full pay period on or after 1 February)
TAC Level 1				
1.1	\$44,511	\$44,191	\$45,185	\$46,202
1.2	\$45,097	\$44,830	\$45,839	\$46,870
1.3	\$45,726	\$45,512	\$46,536	\$47,583
1.4	\$46,357	\$46,112	\$47,150	\$48,211
1.5	-----	\$46,755	\$47,807	\$48,883
1.6	-----	\$47,400	\$48,467	\$49,558
TAC Level 2				
2.1	\$48,214	\$49,299	\$50,408	\$51,542
2.2	\$49,832	\$50,953	\$52,099	\$53,271
2.3	\$51,182	\$52,334	\$53,512	\$54,716
2.4	\$53,287	\$53,852	\$55,064	\$56,303
2.5	-----	\$55,370	\$56,616	\$57,890
TAC Level 3				
3.1	\$54,564	\$55,792	\$57,047	\$58,331
3.2	\$56,064	\$57,325	\$58,615	\$59,934
3.3	\$57,537	\$58,832	\$60,156	\$61,510
3.4	\$59,030	\$60,358	\$61,716	\$63,105
3.5	\$60,504	\$61,865	\$63,257	\$64,680
TAC Level 4				
4.1	\$62,143	\$63,541	\$64,971	\$66,433
4.2	\$63,759	\$65,194	\$66,661	\$68,161
4.3	\$65,382	\$66,853	\$68,357	\$69,895
4.4	\$67,074	\$68,583	\$70,126	\$71,704
TAC Level 5				
5.1	\$69,264	\$70,822	\$72,415	\$74,044

5.2	\$71,467	\$73,075	\$74,719	\$76,400
5.3	\$73,324	\$74,974	\$76,661	\$78,386
5.4	\$75,206	\$76,898	\$78,628	\$80,397
TAC Level 6				
6.1	\$77,258	\$78,996	\$80,773	\$82,590
6.2	\$79,673	\$81,466	\$83,299	\$85,173
6.3	\$81,920	\$83,763	\$85,648	\$87,575
6.4	\$83,438	\$85,315	\$87,235	\$89,198
TAC Level 7				
7.1	\$85,516	\$87,440	\$89,407	\$91,419
7.2	\$88,467	\$90,458	\$92,493	\$94,574
7.3	\$92,298	\$94,375	\$96,498	\$98,669
7.4	\$96,998	\$99,180	\$101,412	\$103,694
TAC Level 8				
8.1	\$102,726	\$105,037	\$107,400	\$109,817
8.2	\$106,715	\$109,116	\$111,571	\$114,081
8.3	\$110,704	\$113,195	\$115,742	\$118,346
TAC Level 9				
9.1	\$115,862	\$118,469	\$121,135	\$123,861
9.2	\$121,922	\$124,665	\$127,470	\$130,338
9.3	\$127,980	\$130,860	\$133,804	\$136,815
TAC Level 10				
10.1	\$134,284	\$137,305	\$140,394	\$143,553
10.2	\$141,909	\$145,102	\$148,367	\$151,705
10.3	\$151,524	\$154,933	\$158,419	\$161,983