



Australian Education Union

Implementation Guide

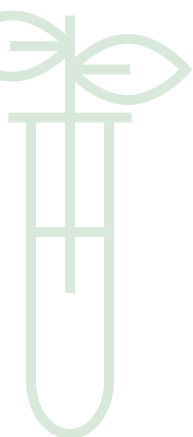
Victorian Government Schools Agreement 2022



Australian Education Union Implementation Guide

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Dear AEU member,

This advice on implementing the Victorian Government Schools Agreement 2022 (VGSA 2022) is designed to assist you in implementing entitlements, including improvements, in your workplace. The AEU sub-branch has an integral role in the local implementation of the VGSA 2022. The significant improvements in this agreement build on previous agreements and cover all of our teacher, principal, executive class, education support staff (ES) and paraprofessional members.

This document comprises three sections. The first section focuses on key clauses in the agreement with advice for AEU representatives and principals to help implement entitlements at the local level; the second section is an A–Z guide providing a summary of key entitlements with action points for implementation; and the final section is the Victorian Government Schools Agreement 2022 in full.

There are a number of significant changes to the agreement, including:

- workload relief for teachers through:
 - reduced face-to-face teaching hours
 - protected time to enable teachers to determine work on planning, preparation, assessment and collaboration
 - professional practice days
 - improved time in lieu provisions; and
 - a pupil-free day each year for assessment and/or reporting.
- revised Dimensions of Work and improved student supervision arrangements for education support staff, and considerable salary increases for the lowest paid ES members
- additional maternity, partner and pre-natal leave
- superannuation paid on first 12 months of parental absence, and provision for paid lactation breaks
- paid cultural and ceremonial leave for Aboriginal and/or Torres Strait Islander members and recognition of work associated with cultural responsibility
- increased time on the job for AEU representatives to consult with members
- improved principal and school-based consultation
- salary increases for all members.

Further improvements have been achieved through commitments made by the Department in relation to employment arrangements for teachers and ES staff, principal workload, and provision of laptops for ES, among many others included in the 'commitment letter' on page 132 of this guide.

Please take the time to read this guide, and use it over the life of the VGSA 2022. This will assist members to maximise the benefits contained in the agreement, and help illustrate to potential members the importance of AEU membership.

We recommend that all sub-branch representatives undertake AEU training through webinars and courses designed to assist you in organising your workplace and understanding and implementing your entitlements.

If you need further advice or support in implementing the agreement, contact your AEU organiser or the Member Support Centre on (03) 9417 2822.

Thank you again for your efforts in campaigning to achieve this agreement. The union's success is dependent on the work and commitment of its members.



Meredith Peace
AEU Victorian Branch President

About this guide

This guide consists of three sections.

The first section explains how to put the agreement into practice at your school.

Consultation is central to the effective application of the terms and conditions provided for in the agreement. Consultation between the school principal, sub-branch representatives and staff regarding allocation of work, workload and other matters required in the long-term planning process, including workforce planning, is most effective when there are clear and agreed consultative arrangements in place.

Consultation for principals and regional office-based employees of the Teaching Service is also critical and provided for directly in the agreement.

This section includes:

- an outline of the key terms related to consultation and the implementation of the agreement
- a term-by-term timeline, including key dates and action points for AEU representatives and principals to implement the agreement
- general advice about how to ensure effective consultation in your school
- an outline of the consultative arrangements, including a sample arrangement
- a list of the common matters for discussion by the consultative committee
- advice and information on managing work requirements
- advice and information to assist in developing a long-term planning document/local agreement at your school. Sample documents to help with planning at your school are available in the AEU reps section of the AEU website (aeuvic.asn.au) or contact the AEU on (03) 9417 2822.

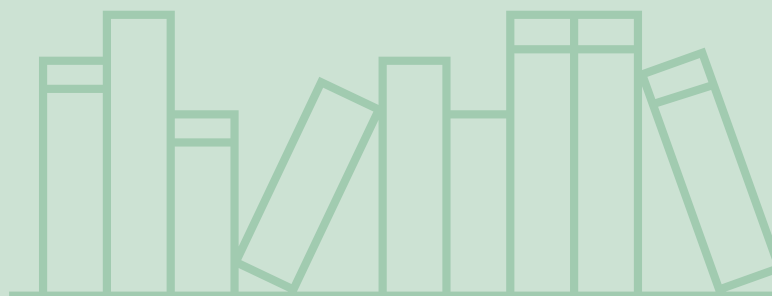
The second section is a guide for AEU representatives and principals – an A–Z guide to the agreement.

This section includes:

- a summary of key entitlements and conditions
- an outline of changes from the previous agreement (VGSA 2017)
- links to relevant clauses in the new agreement
- action points for AEU and consultative committee representatives and principals.

The final section contains the Victorian Government Schools Agreement 2022 in full.

Section one and two of this guide will point you to the corresponding relevant clauses in the agreement. The online version of the guide at aeuvic.asn.au/VGSA2022-implementation-guide contains links to all relevant clauses.



Key definitions related to consultation

Student Resource Package

The Student Resource Package is a funding model for the allocation of resources to each school and has three elements:

- Student-based – with the amount of funding each school receives determined by the number of students enrolled, their year levels, and their family's and community's characteristics. It consists of allocations for core student learning and equity.
- School-based – provides for school infrastructure and programs specific to individual schools.
- Targeted initiatives – includes programs with specific targeted criteria and/or defined life spans.

Each element of the SRP can be nominated as credit (salaries) or cash (local expenses).

Indicative funding advice (indicative budget) is provided to each school in September, largely based on the school's projected enrolments, and provides the basis for planning for the forthcoming year. The funding is confirmed in March based on the February enrolment census.

Long-term planning

Long-term planning is a defined term in the agreement and relates to key decisions made at each school from one school year to the next.

Long-term planning includes:

- the workforce plan (see definition below)
- information relating to the planning and organisation of the program of instruction in the school, including the timetable and allocation of allotments and classes, transition arrangements, and any changes to school programs, including avoiding grade splitting where possible
- how teacher work is organised, including the face-to-face teaching requirements, the arrangements for work in the 30-hour component and 8-hour component of the 38-hour week, and organisational duties, including the allocation of time release and/or an allowance for the duty as set out in clause 22(11) of the VGSA 2022

- time in lieu for teachers who are required to attend a structured school activity, and which leads to attendance in excess of 38 hours in a week (pro rata for part-time members)
- organisation of teacher work in their first 12 months of teaching
- the recognition of work performed by an Aboriginal and/or Torres Strait Islander member associated with cultural responsibility
- how education support class work is organised, including time in lieu, time to participate in the performance and development process, and arrangements to guarantee lunch breaks
- the schedule of meetings occurring in addition to the seven hours attendance requirement for teachers set out in clause 24(3)(a) of the VGSA 2022
- organisation of classes, including class sizes. In determining class sizes, staff or the union at the school may provide the principal, as the employer's representative, with alternatives and, following consultation, staff or the union at the school may request that the principal provide reasons in circumstances where the principal, as the Employer's representative, determines class sizes in excess of the planning guidance set out in clause 25(3) of the VGSA 2022
- the structure of selection and other panels for the purpose of making recommendations to the principal
- the process for access to external professional development opportunities for all staff.

Prior to any decision being made, long-term planning decisions must be the subject of consultation with the AEU sub-branch and school staff. Matters related to long-term planning decisions must be documented in writing and provided to staff no later than the end of the last week in November.

Workforce plan

Workforce plan means a document setting out the projected staffing needs of a school, having regard to factors such as:

- the education program of the school
- predicted enrolment increases or decreases
- the mix of ongoing and fixed-term teaching and non-teaching staff
- predicted staff absences due to leave or other reasons and any predicted departures of existing staff
- the mix of ongoing and fixed-term staff, including those eligible for translation to ongoing employment in accordance with clauses 21(2)(f) to (h).

Long-term planning document/local agreement

A long-term planning document/local agreement operates in conjunction with local consultative arrangements and details information related to the arrangements that are specific to a school. The operation of the VGSA 2022 does not permit local arrangements to be lesser than entitlements set out in the agreement. A long-term planning document/local agreement documents decisions made through long-term planning and will spell out how components of the VGSA 2022 will be applied in your setting. For example, start and finish times, break times and yard duty would be included in such a document, as would the specific reduction in work for first-year teachers, other workload considerations, and time in lieu arrangements for teachers who attend a structured school activity outside the 38-hour week (pro rata for part-time members) and for ES staff.

Key dates and actions in the consultation process

Term 1

AEU representative

- Hold a sub-branch annual general meeting to elect representatives and develop a schedule of sub-branch meetings for the year (if not already in the school meeting schedule). Further information can be found under 'How to revitalise your sub-branch' at aeuvic.asn.au/rebs-info/sub-branch-representatives.
- Ensure that a sub-branch representative participates in the induction process for all new employees so they are aware of the role of the union, their right to join the union, and the terms and conditions contained in the VGSA 2022, as outlined in clause 11(5).
- Focus on building the knowledge and strength of the sub-branch. Organise AEU training for sub-branch representatives and members. Members who have been nominated to attend a trade union training course are entitled to paid leave to enable attendance.
- Recruit new members, including ES, teachers, and principal class. Make sure all potential members and new staff are approached and asked to join. Aim for 100% membership.
- Ensure agreed consultative arrangements, including long-term planning decisions from the previous year, are in place and operating effectively, especially in relation to ES and teacher workload.
- Apply for sub-branch funding (this form is sent to reps during Term 1 and can be accessed on the AEU website: aeuvic.asn.au/rebs-info/sub-branch-representatives/structural-funding.)

AEU consultative committee representative

- Ensure consultative arrangements are operating effectively, and that time release arrangements are provided. Work with your AEU sub-branch to ensure you are representing the sub-branch effectively at consultative committee meetings.

Principal

- Provide workforce planning information and high-level student resource package data to the consultative committee.
- Ensure the previously agreed consultative arrangements are in place and working well.

Term 2

AEU representative

- Begin to develop or review long-term planning document/local agreement with sub-branch members in readiness for discussion at the consultative committee at the start of Term 3.
- Begin to review current consultative arrangements, canvass the views of sub-branch members and consider any changes the sub-branch wish to make in line with the **September 1** date for notifying the Department of agreed consultative arrangements to be used at the school.
- Monitor implementation of the long-term planning decisions, including the workload required of all school staff.

AEU consultative committee representative

- Work with sub-branch to develop or review local agreement/long-term plan.
- Work with sub-branch reps to review current consultative arrangements, canvass the views of sub-branch members and consider any changes the sub-branch wishes to make in line with the **September 1** date for notifying the Department of agreed consultative arrangements to be used at the school.
- Work with the sub-branch reps to monitor the work and workload required of all school staff and bring relevant matters to the consultative committee for discussion.

Principal

- Work with sub-branch and consultative committee to develop or review local agreement/long-term planning document. Commence discussions regarding any changes with consultative committee at start of Term 3.
- Review current consultative arrangements to ensure the Department is notified of agreed consultative arrangements by **September 1**.
- Monitor the implementation of the long-term planning decisions, including workload implications.

Term 3

AEU representative

- Work with the principal to finalise discussions about consultative arrangements to ensure that the Department is notified of agreed consultative arrangements by **September 1**.
- Ensure the sub-branch is ready to start consultative committee discussions about the program, staffing and work arrangements to apply the following year.
- Monitor implementation of the long-term planning decisions, including the workload required of all school staff time in lieu arrangements and the workforce plan.

AEU consultative committee representative

- Work with the principal to finalise discussions about consultative arrangements to ensure the Department is notified of agreed consultative arrangements by **September 1**.
- Commence consultative committee discussions about the program, staffing and work arrangements to apply the following year.
- Work with the sub-branch reps to monitor the work and workload required of all school staff and bring relevant matters to the consultative committee for discussion.

Principal

- Work with the consultative committee to finalise consultative arrangements and ensure the Department is notified of agreed consultative arrangements by September 1.
- Commence consultative committee discussions about the program, staffing and work arrangements to apply the following year.

- Monitor the implementation of the current year's long-term planning decisions, including workload implications and the workforce plan.
- Provide long-term planning and workforce planning information for the following year and provide indicative Student Resource Package (SRP) information.
- Contact staff on **family leave** to enable them to notify you by **October 1** of their intention regarding returning to work in the following year.

Term 4

AEU representative

- Continue to facilitate sub-branch and consultative committee discussions about the program, staffing and work arrangements, including workload and time in lieu, for the following year. Provide final advice to the principal through the consultative committee representative(s).
- Ensure that all staff are advised by the principal by the **end of November** of the long-term planning decisions to apply at the school for the following year. Any grievances over planning decisions must be lodged no later than five days after advice is provided.

AEU consultative committee representative

- Continue consultative committee discussions about the program, staffing and work arrangements, including workload, for the following year. Discuss these with the sub-branch and provide final advice to principal.
- Ensure that the allocation of organisational duties is subject to consultation and include the use of a selection panel where necessary.

Principal

- Table and explain indicative SRP to consultative committee and all staff.
- Use the agreed consultative arrangements to discuss long-term planning, including workforce planning workload and time in lieu for the following year.
- Ensure that the allocation of organisational duties is subject to consultation and include the use of a selection panel where necessary.
- Last week of November: must advise staff in writing of long-term planning decisions to apply at the school the following year.

Consultation: what is it?

Consultation is central to the effectiveness of this agreement. If consultation is not occurring at your school, or you would like to improve the process, contact the AEU.

The consultative process is not a token process. The agreement requires it to be a genuine process in which staff members are involved and have an opportunity to influence the decision-making in the school.

Who must be consulted?

Teachers, assistant principals and education support staff must all have an opportunity to be involved in school-based consultation.

The principal, as the employer's representative at the school, must put in place formal staff consultative arrangements that ensure school

staff (teachers, assistant principals and education support staff) have the choice and opportunity to be involved in the consultative processes in the school.

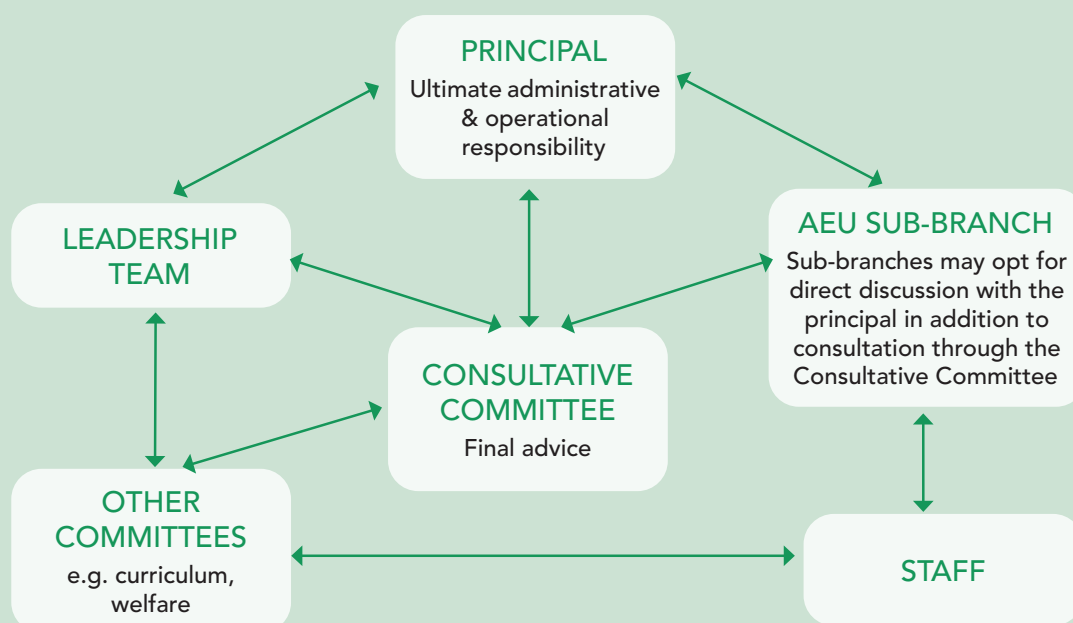
Principals (as employees of the Department) and the AEU must be consulted where the Department proposes to introduce a change that may affect the workload required of principals and must provide information about the nature of the change and the expected effects of the change, in writing. Consideration of matters raised by principals and the AEU must occur prior to any decision to implement change.

Teaching Service employees employed in Department regions are entitled to consultation under the VGSA 2022 as outlined in clause 12(14).

"Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker... Consultation is not joint decision-making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision making process to be informed, particularly as it may affect the employment prospects of individuals."

— Smith C. in CPSU, the Community and Public Sector Union v Vodafone Network Pty Ltd (Print PR911257)

School-based consultation flow chart



What does a consultative committee look like?

Given that teachers, principal class and ES staff are covered by a single agreement, it is more effective to have one consultative committee representing all staff. This is a matter to be agreed locally.

Discussions on the structure and operation of the consultative committee should begin in Term 2. Sub-branch members should meet and review:

- how existing arrangements are working
- what can be improved
- whether the process is operating in accordance with the agreement.

Prior to September 1 every year, the union sub-branch, principal and staff need to agree upon:

- the consultative structure
- the operational procedures, including the chair and schedule of meetings
- time release of not less than 30 hours for one sub-branch nominee, and arrangements to enable representatives opportunity and time to canvass views in the school
- the treatment of confidential material
- the method of recording and communicating decisions to staff.

If an agreement can't be reached on these matters, a default model applies (see Consultative Structures below). Contact the AEU for advice if there are difficulties in establishing agreed arrangements.

Consultative structures

The VGSA 2022 prescribes a minimum set of consultative arrangements, which include:

- the consultative structure
- the operational procedures, including the chair and schedule of meetings
- arrangements to enable the views of staff and sub branch members to be canvassed
- time release of not less than 30 hours for one union nominee to consult with the sub branch (from Term 4)
- how confidential information will be treated as it relates to employees of the school
- the method of recording and communicating decisions to staff.

Where agreement cannot be reached on consultative arrangements, a default model applies.

The default model consultative committee comprises:

- the principal, as the employer's representative
- two nominees of the principal or, in the case of a multi-campus school, one nominee of the principal from each campus
- two staff members elected by staff or, in the case of a multi-campus school, one staff member from each campus
- one union nominee determined by the union or, in the case of a multi-campus school, one union nominee from each campus.

The default model also includes important additional requirements for the operation of default consultative committees, including meeting agenda and record-keeping arrangements. Clause 12(4)(d)(ii) to (v) outlines these requirements.

The AEU considers that the consultative committee is a representative model, with principal class, sub-branch and staff (education support staff and teachers) representation. Sub-branch members elect AEU representatives to the committee and the school staff elect the staff representatives. To maximise AEU representation, sub-branches should endorse AEU members to stand for elected staff positions.

Arrangements should reflect the size and make-up of the school workforce. Below is an example of consultative committee representation:

- Principal
- Two principal nominees (or, in the case of a multi-campus school, one nominee of the principal from each campus)
- Two AEU representatives (or, in the case of a multi-campus school, one nominee from each campus)
- Two staff members elected by the total staff
- One elected ES staff member.

Possible variations could include:

- A classroom teacher representative and a specialist teacher representative
- ES classroom, administration and therapist representatives
- Representatives from each sub-school, team or learning area.

Making consultation work: operational procedures and arrangements

As the employer's representative, the principal has ultimate administrative and operational responsibility for school decisions. However, decisions must be made in accordance with the consultation principles outlined in the agreement and all other provisions of the agreement. The sub-branch, principal and staff must agree on the way the committee is to operate (the operational procedures). Good meeting procedures must include a clear meeting schedule, a timely agenda and a record/minutes of the meeting. The committee's structure and operating procedures, as well as time for one union nominee and other committee members to consult with those they represent, should be agreed, documented in writing and distributed to all staff.

What information should be shared with the consultative committee?

The VGSA 2022 outlines the planning documents that must be provided to the consultative committee.

Long-term planning

Clause 12(5) provides for the consultative arrangements to be used for the long-term planning for the following school year, including:

- the development of workforce plans
- the planning and organisation of the program of instruction in the school, including the timetable and allocation of allotments and classes, transition arrangements, and any changes to school programs, including avoiding grade splitting where possible
- organisation of teacher of work, including face-to-face teaching requirements and work in the 30-hour component and 8-hour component of the 38 hour week (outlined in clause 22(8)); organisational duties, including the allocation of time release and/or an allowance for the duty as set out in clause 22(11); and the professional practice days (clause 22(12))
- time in lieu for teachers who are required to attend a structured school activity, and which leads to attendance in excess of 38-hours in a week (pro rata for part time members)
- how education support class work is organised, including time in lieu, time to participate in the performance and

development process, and arrangements to guarantee lunch breaks

- organisation of the work of teachers in their first 12 months of teaching
- the recognition of work performed by Aboriginal and/or Torres Strait Islander members associated with cultural responsibility
- the schedule of meetings occurring in addition to the seven hours attendance requirement set out in clause 24(3)(a).
- organisation of classes, including class sizes; in determining class sizes, staff or the union at the school may provide the principal, as the employer's representative, with alternatives and, following consultation, staff or the union at the school may request that the principal provide reasons in circumstances where the principal, as the employer's representative, determines class sizes in excess of the planning guidance set out in clause 25(3)
- the structure of selection and other panels for the purpose of making recommendations to the principal
- the process for access to external professional development opportunities for all staff.

For examples of long-term planning documents/ local agreements, please visit the AEU website: aeuvic.asn.au/VGSA2022-implementation-guide.

For specialist settings, multi-campus or cross sector schools, contact the AEU for support and advice about your long-term planning document/ local agreement.

Workforce planning

A 'workforce plan' is a document that sets out the projected staffing needs of a school, having regard to factors such as the school's education program, predicted enrolment increases or decreases, predicted staff absences due to leave or other reasons, any predicted departures of existing staff, the mix of ongoing and fixed-term teaching and non-teaching staff, and the number of fixed-term employees eligible for translation to ongoing employment in accordance with clauses 21(2)(f) to (h).

For informed consultation, the workforce plan should clearly identify staff details, including the

reason for fixed-term employment and the end date of the contract and eligibility for transition to ongoing.

When relevant confidential matters are discussed by the consultative committee, such as personal circumstances for taking leave, members of the committee are bound by that confidentiality.

Clause 12(6) states: As part of the consultative arrangements, the principal, as the employer's representative, will ensure that workforce planning information is available to staff to allow informed consultation to occur. Subject to complying with the requirements of the Privacy and Data Protection Act (Vic) 2014, such information should include:

- School strategic plan (or its equivalent).
- High-level school student resource package (SRP) data. This requirement is satisfied where the following documents (or their successors) are provided: SRP Indicative Allocations, Management Report generated by the SRP Planner and SRP Confirmed Allocations.
- Anticipated enrolments and staff movements.

The Department expects principals to brief the consultative committee on the school's indicative budget prior to the long-term planning process and to provide updates on the confirmed budget throughout the year. If, as a new committee member, you are unfamiliar with the relevant documents, ask your principal to explain them to you. You can also attend AEU training or contact the AEU and ask for a SRP session to be run for your sub-branch.

Time for representatives to canvass views

Clause 12(4)

Consultative arrangements must also enable committee members to canvass the views of staff and allow ongoing consultation with the sub-branch. Sufficient time is required to enable alternative views and suggestions to be canvassed and then discussed at the consultative committee. These arrangements, to start from Term 4, must be agreed to no later than September 1, as part of the overall consultative arrangements. A sub-branch representative must be provided with at least 30 hours of time release to enable consultation with the sub-branch.

Where no agreement can be reached, the default model applies (see clause 12(4)(d)). The default model includes 30 hours of time release, commencing from Term 4 for the following 12 months, for one union nominee to enable consultation with the union sub-branch.

Sample consultative arrangement

It is agreed that the following arrangements will apply from the beginning of Term 4 in 2022 to the end of Term 3 in 2023.

1. Consultative committee

The composition of the consultative committee is as follows:

- Principal
- Two principal nominees
- Two AEU representatives
- One elected teacher
- One elected ES staff.

2. Meeting arrangements

The consultative committee will:

- meet at least four times per term, with dates and times included in the school's meeting schedule
- be regularly provided with high-level school budget information and long-term and workforce plans
- distribute an agenda via email at least three days before a meeting, after all committee members have had the opportunity to add items to the agenda
- record outcomes/decisions in writing
- ensure time release for one union nominee and opportunities and time for representatives to canvass the views of AEU members and staff
- be provided with reasons in writing when the principal does not accept the committee's advice/recommendations within five working days and the decision will not be implemented until such reasons are provided.
- respect the confidentiality of information.

3. Consultative committee business

Clause 12(5) provides for the consultative arrangements to be used for long-term planning for the following school year, and includes:

- the development of workforce plans

- the planning and organisation of the program of instruction in the school, including the timetable and allocation of allotments and classes, transition arrangements, and any changes to school programs, including avoiding grade splitting where possible
- organisation of teacher of work, including face-to-face teaching requirements and work in the 30-hour component and 8-hour component of the 38-hour week (outlined in clause 22(8)); organisational duties, including the allocation of time release and/or an allowance for the duty as set out in clause 22(11) of the VGSA 2022; and the professional practice days (clause 22(12))
- time in lieu for teachers who are required to attend a structured school activity, and which leads to attendance in excess of 38 hours in a week (pro rata for part time members)
- how education support class work is organised, including time in lieu, time to participate in the performance and development process, and arrangements to guarantee lunch breaks
- organisation of the work of teachers in their first 12 months of teaching
- the recognition of work performed by Aboriginal and/or Torres Strait Islander members associated with cultural responsibility
- the schedule of meetings occurring in addition to the seven hours attendance requirement set out in clause 24(3)(a).
- organisation of classes, including class sizes. In determining class sizes, staff or the union at the school may provide the principal, as the employer's representative, with alternatives – and, following consultation, staff or the union at the school may request that the principal provide reasons in circumstances where the principal, as the employer's representative, determines class sizes in excess of the planning guidance set out in clause 25(3)
- the structure of selection and other panels for the purpose of making recommendations to the principal

- The process for access to external professional development opportunities for all staff.

Examples of what can be discussed under these headings include:

- the 30+8 model, i.e. face-to-face teaching time; the time between the face-to-face teaching and the instructional week; and the time between the instructional week and 30 hours to undertake the work directly related to teaching and learning (such as face-to-face teaching, planning, preparation, collaboration and assessment), with the duties undertaken within that time determined by the teacher; and eight hours per week available for lunch and other activities such as yard duty, meetings and other duties
- professional practice days
- workforce planning, such as staff profile, the mix of fixed-term and ongoing staff, and staff eligible for transition to ongoing employment
- programs/specialist areas
- allotments/grade allocations
- reduction in scheduled duties for first-year teachers and time for mentors
- ES roles and responsibilities, including their classification levels
- ES leave purchase allowance, attendance during term breaks
- ES supervision of students
- meeting schedule and meeting length
- parent/teacher interview arrangements
- pupil-free day arrangements, including teacher assessment and/or reporting day
- CRT employment and arrangements
- organisational duties – allocation of duties, time allowances and/or special payments
- excess
- time in lieu plan, including identifying structured school activities, identification, accrual and acquittal
- leave policy
- performance and development processes.

Signed:..... (Principal)

Signed (AEU rep)

Default

Where no agreement is reached on establishing consultative arrangements, the default model applies. See clause 12(4)(d). This clause stipulates the arrangements that must be implemented, including 30 hours of time release commencing from Term 4 for the following 12 months for one union nominee to enable consultation with the union sub-branch. Refer to section on Consultative Structures above. Contact the AEU for advice if it may be the case that the default arrangement is likely to be applied in your school.

Getting started with your long-term plan and local agreement

Use the table below and overleaf as a starting point for areas that may require local arrangements to be put in place. Meet with the sub-branch and consultative committee regarding any potential local arrangements.

Workload

Clauses in the agreement governing workload include hours of attendance, class sizes, face-to-face duties, meeting times, time in lieu, duties of ES staff, professional practice days for teachers and the 30+8 provision for teachers, among others.

It is recognised that managing workload demands is important and is referenced in clause 12(1) (school-based consultation) as one of the factors to be considered in school-based decisions. Clause 22(8) sets the parameters for teacher work, with 30 hours provided to undertake work directly related to the teaching and learning program of their class(es). The 30 hours is inclusive of the face-to-face teaching maximum. Time within the 30 hours consists of face-to-face teaching time, the time between the face-to-face teaching and the instructional week, and the time between the instructional week and 30 hours to undertake the work directly related to teaching and learning (such as face-to-face teaching, planning, preparation, collaboration and assessment), with the duties undertaken within that time determined by the teacher. The remaining 8 hours is provided for lunch and other activities, such as yard duty, meetings, and other duties.

Clause 22(12) provides for professional practice days (PPDs) where teachers are entitled to be released from their scheduled duties, including any face-to-face teaching. There are three days in 2022, two in 2023, and one day in 2024 and subsequent school years. These days are pro rata for part-time staff.

The Department has advised schools that either the PPD for Term 3 or Term 4 in 2022 can be held on the same day for all staff. In 2023, one of the two PPDs can be held on the same day for all staff. In 2024 and beyond, the single PPD can be held on a common day.

The VGSA 2022 includes revised ES Dimensions of Work, with improvements that better recognise work value in relation to co-ordination and management of functions/programs in a school, student supervision arrangements, and qualifications, among other matters.

The above measures, along with the excessive and unreasonable workload clause (clause 23) are all in place to assist in managing workload.

The table overleaf summarises key conditions of work specified in the agreement.

Overview of key clauses

	Clause and page number	Overview	Primary/special teachers*	Secondary teachers	Education support
Hours of attendance	Clause 24 Page 80	76 hours per fortnight (full time) (scheduled duties cannot be averaged out over a fortnight). See additional time in lieu advice below.	7 hours per day plus up to 3 additional hours per week (see meetings). See additional time in lieu advice below.	7 hours per day plus up to 3 additional hours per week (see meetings). See additional time in lieu advice below.	7.6 hours per day between 7am and 6pm, Mon–Fri. See additional time in lieu advice below.
Starting time	Clause 24 Page 80	Commencement time.	10 minutes before start of pupil instruction unless otherwise agreed.	10 minutes before start of pupil instruction unless otherwise agreed.	Start and finish times agreed when appointed to a position, or a default of 8.30am–4.36pm applies. Changes can be agreed at a later time.
Class sizes	Clause 25 Page 84	As small as possible, following consultation and consideration of school resources, structures, OH&S and teaching arrangements.	Planned on P–2: average of 21. P–6: average of 26. Special school: minimum possible.	Planned on up to 25 students.	N/A
Face-to-face teaching	Clause 22 Page 76	Regular, timetabled teaching sessions in a documented course of study, including extras, pastoral care and counselling.	2022: 22 hours 30 minutes maximum per week. 2023: 21 hours 30 minutes maximum per week. 2024 and beyond: 21 hours maximum per week.	2022: 20 hours maximum per week. 2023: 19 hours maximum per week. 2024 and beyond: 18.5 hours maximum per week.	N/A
30+8 model for teacher work	Clause 22 Page 76	Organisation of hours to undertake work for teachers.	30 hours to undertake work directly related to the teaching and learning of the teacher's class(es), with this time made up of face-to-face teaching and self-directed time, plus 8 hours of other activities.	30 hours to undertake work directly related to the teaching and learning of the teacher's class(es), with this time made up of face-to-face teaching and self-directed time, plus 8 hours of other activities.	N/A
Excessive or unreasonable workload	Clause 23 Page 80	Process for employees. Contact the AEU.	Consider and review with principal in relation to the 30+8 provision (clause 22 (8), see above). Contact the AEU for advice.	Consider and review with principal in relation to the 30+8 provision (clause 22 (8), see above). Contact the AEU for advice.	Contact the AEU for advice.
Professional practice days	Clause 22(12) Page 79	Release from scheduled duties for a day. Pro rata for part-time staff.	2022: One day per term release from scheduled duties. 2023: one day per semester. 2024, 2025, and ongoing: one day per year.	2022: One day per term release from scheduled duties. 2023: one day per semester. 2024, 2025, and ongoing: one day per year.	N/A

*Some secondary conditions may apply for special schools, depending on the setting.

	Clause and page number	Overview	Primary/special teachers*	Secondary teachers	Education support
Other duties including meetings	Clause 24 Page 80	Yearly meeting schedule determined through consultative committee process.	Other duties for up to 3 hours provided that not more than 2 hours can be used for meetings.	Other duties for up to 3 hours provided that not more than 2 hours can be used for meetings.	Attendance by agreement. Must be consistent with Dimensions of Work and position description. Work outside normal hours attracts time in lieu.
Yard duty or supervision	Clause 22 Page 76	Equitable distribution.	Equitable duty as rostered.	Equitable duty as rostered.	Under teacher supervision.
Lunch break	Clause 24 Page 80	Lunch break must be provided free of all assigned duties.	Minimum 30 minutes per day between 11.30am–2.30pm.	Minimum 30 minutes per day between 11.30am–2.30pm.	Minimum 30 minutes (unpaid) between 11.30am–2.30pm unless otherwise agreed.
Replacement/reorganised classes	Clause 22(7) Page 78	Replacement/reorganised classes not counted as extras.	Can only be reassigned on the same day. Processes to avoid grade splitting are required to be documented in the long-term plan.	Can only be reassigned on the same day. Nov/Dec: 80% limit on replacement classes and can be assigned within the same week.	N/A
Special payments	Clause 20 Page 69	Determined through consultative arrangements in accordance with “allocation of organisational duties”.	\$925 minimum	\$925 minimum	\$925 minimum
Reduction in work for first-year teachers	Clause 22(6) Page 77	Minimum 5% reduction in scheduled duties.	Increased preparation and planning time.	Increased preparation and planning time.	N/A
Time in lieu	Clause 24(8) Page 82	Schools should have a TIL plan. Teachers: Attendance at structured school activities that result in attendance for more than 38 hours in that week (pro rata). ES: All required duties outside normal hours of attendance.	Structured school activity: hour-for-hour or payment (if agreed). Camp: on duty – hour-for-hour or payment (if agreed) after 38 hours (pro rata). Camp: on call – 50% or payment (if agreed) after 38 hours (pro rata).	Structured school activity: hour-for-hour or payment (if agreed). Camp: on duty – hour-for-hour or payment (if agreed) after 38 hours (pro rata). Camp: on call – 50% or payment (if agreed) after 38 hours (pro rata).	Camp: on duty – hour-for-hour or payment (if agreed) after 38 hours (pro rata). Camp: on call – 50% or payment (if agreed) after 38 hours (pro rata). Payment outside span of hours is at 150%.
Extras	Clause 22(7) Page 78	Within the face-to-face maximum.	N/A	Allocation to be agreed and equitably distributed. If no agreement on number of extras, default clause applies.	N/A

*Some secondary conditions may apply for special schools, depending on the setting.

Union wins

This agreement has several new additions related to the rights of union members in the workplace.

Time for sub-branch consultation

Clause 12(4)
Page 56

The consultation arrangement provides for at least 30 hours time release commencing from Term 4 for the following 12 months for one union nominee to enable consultation with the union sub-branch. Where there are default consultative arrangements there must be a minimum of 30 hours time release for a union nominee.

Union participation in induction courses

Clause 11(5)
Page 55

Sub-branch representatives must be provided with an opportunity to participate in the employer's induction process at the school such that those being inducted can be made aware of the role of the union and their right to join the union, and the terms and conditions contained in this agreement.

Leave to attend trade union training courses

Clause 26(27)
Page 98

An Employee may be granted up to five days paid leave in any one calendar year under this clause (or in excess of five days and up to ten days in any one calendar year subject to the total leave taken in that calendar year and in the subsequent calendar year not exceeding ten days) to attend a trade union training course.

Need help? Contact the AEU

AEU Victorian Branch
126 Trenerry Crescent, Abbotsford 3067
Postal Address: PO Box 363, Abbotsford 3067
Tel: 1800 AEU VIC or 1800 238 824
Email: melbourne@aeuvic.asn.au
Web: aeuvic.asn.au

Casual Relief Teachers (CRTs)

While CRTs are not formally covered by the Victorian Government Schools Agreement, the AEU has negotiated improved conditions of employment on behalf of CRT members. Through these negotiations, the Department has committed to producing a CRT handbook so that schools have the necessary information on hand to oversee the employment and work of CRTs. This handbook covers CRT access to eduMail, breaks, engagement, duties and pay.

Discussions on ensuring the conditions for CRTs set out in the handbook, DET policy or Ministerial Order 1039 should occur at the consultative committee.

AEU Representative and Principal Guide – A–Z of your agreement

Please note that the following advice must be read in conjunction with the relevant clause(s) in the VGSA 2022, which is in the last section of this guide.

Allowances

Clause 20

Page 69

The VGSA 2022 includes a range of allowances paid for a range of reasons, in addition to an employee's salary. These include payment for performing work that is in addition to an employee's normal role (e.g. special payment or higher duties, first aid), to recognise specialist roles (e.g. intensive care, special schools), in recognition of school location (e.g. remote schools), to provide compensation for required work during holiday periods for ES (leave purchase), salary loading (colloquially known as holiday pay), or a position allowance.

Changes from the previous agreement

- Inclusion of a position allowance equivalent to 1% of the member's salary, paid in the second pay period in December of each year. Paid to assistant principals, teacher class, paraprofessional class, and education support class Level 2, Level 1 Ranges 3 to 5 and subdivision 2-8 of Level 1 Range 2.
- Increased first aid allowance of \$698 per year at the commencement of the agreement, increasing to \$749 by the end of the agreement. This allowance is paid to those who hold an appropriate first aid qualification and who agree to perform first aid in addition to the normal duties of their position and are required to be available to provide first aid. This allowance is available to ES whose first aid duties comprise less than 60% of their role, and therefore is available to more ES members than the previous agreement.
- Inclusion of the special schools allowance in the VGSA 2022, which is increased to \$727 per year and paid to an assistant principal, teacher or education support staff member (pro-rata for part time) working in a special school.
- Inclusion of the remote allowance in the VGSA 2022, paid to members in schools determined by the Department to be remote (category A and B). Category A is increased to \$475 with dependants and \$304 for those without dependants. Category B is increased to \$280 with dependants and \$183 for those without dependants.

- Inclusion of the higher duties allowance in the VGSA 2022, paid to a member performing at least half of the duties of a position for which the salary is higher than the usual salary for more than five consecutive working days, in certain circumstances.
- Increased minimum allowance payable for a special payment to \$925.
- The previous intensive care allowance has increased to \$405 per year at the commencement of the agreement, increasing to \$435 by the end of the agreement. The criteria to receive this allowance has changed. Eligibility for this allowance is now limited to ES according to the following: Those receiving salary less than level 1 range 2 sub-division 4 at the commencement of the agreement. ES in this circumstance will stop receiving the allowance once they reach Level 1 Range 2 sub-division 4. Those receiving salary at Level 1 Range 2 sub-division 4 or higher at commencement of the agreement will continue to receive the payment through the life of the agreement if they continue to be requested to undertake those duties.

Action points for AEU and consultative committee representatives

- Ensure that the principal and members are aware of the new allowances and the increased rates for all allowances.
- Review which ES staff are eligible for the expanded first aid allowance.
- When undertaking planning in Term 4 for the following school year:
 - Ensure all positions have clear descriptions of role/responsibilities required and that the allocation of duties is consistent with the 30+8 model of teacher work, and the revised ES Dimensions of Work.
 - Review application process for special payments and the merit process by which applicants will be selected.
 - After discussion at sub-branch level, make recommendations to consultative committee.
 - Review ES attendance to ensure leave purchase allowance is being applied correctly.

Action points for principals

Discuss with the consultative committee:

- Processes that determine the list of organisational duties, the value of the special payment for each duty, the time allowance that may apply, and roles and responsibilities of each position, consistent with the 30+8 model of teacher work.
- The arrangements for first aid duties and associated allowance.
- The application process for organisational duties, which may attract a special payment, and the merit process by which applicants will be selected.
- The revised ES Dimensions of Work and related position descriptions.
- The arrangements in relation to allowances.
- ES leave purchase allowance and how this will apply to ES staff.
- Ensure the business manager is aware of the new allowances, the new rates for allowances, the start and finish dates for allowance payments, and which staff will receive the position allowance each year.

Attendance

Clause 24

Page 80

This clause details when and for how long employees are required to be in attendance at work. Separate sub-clauses apply for teachers and ES, and the requirement for agreement between ES staff and their principal to alter the ordinary hours of work. The clause includes the arrangements for time in lieu for ES and for teachers in relation to required attendance at a structured school activity, where attendance in that week exceeds 38 hours per week (for part time). Attendance provisions are pro-rata for part-time members.

ES attendance

A full-time ES employee will be in attendance for a minimum of 7.6 hours daily between 7am and 6pm from Monday to Friday, unless otherwise agreed. Where there is no agreement, default attendance arrangements of 8.30am–4.36pm apply. ES employees accrue 10 weeks paid leave each year (20 days annual leave and 30 days other paid leave), which is to be taken during school holiday periods. ES members can be required to attend for duty and/or professional development for up to six days during school holidays during one or two school vacation periods at the beginning or end of the school holidays. Where ES attend work during school holiday periods, notice of not later than four weeks into the preceding term is to be provided. Duties performed must be consistent with their position description and ES at Level 1 Ranges 1 and 2 cannot be required to work in isolated circumstances or to attend without the presence of a responsible manager.

In addition to the above, subject to the terms of an advertised vacancy or by agreement, the principal and the employee can nominate more than six days of attendance during school

holidays if more than six days of work is required, provided the total days of attendance does not exceed the period of other paid leave (30 days).

ES required to attend for duty in holiday periods will be paid the leave purchase allowance specified in clause 20(9).

ES are entitled to an unpaid lunch break for a minimum of 30 minutes if they work more than five (5) hours, taken between the hours of 11:30am–2:30pm, unless otherwise agreed. If this does not occur, an alternate break must be arranged.

ES receive time in lieu for any attendance outside normal hours (see p.42).

The Department has committed to ensure that the date ES staff return to duty will align with the commencement of the school year, so that all employees have a common start date, other than in circumstances described above.

Teacher attendance

Teachers must attend for a minimum of seven hours daily, starting no later than 10 minutes before the first pupil instruction session. Teachers can be required to attend to undertake other duties for up to three hours in a week, a maximum of two hours of which can be used for scheduled meetings adjacent to the school day.

Teachers are entitled to a minimum 30-minute lunch break between the hours of 11.30am and 2.30pm.

Teachers receive time in lieu for any attendance outside the 38-hour week (pro rata) in relation to required attendance at a structured school activity (see page 42).

Changes from the previous agreement

- Expansion of the span of ordinary hours for ES to 7am to 6pm.
- Where there is no agreement on ES attendance then the default daily start and finish time will be 8.30am to 4.36pm.
- An education support staff member required to undertake duties outside their normal hours will accrue TIL.
- In exceptional circumstances where an ES is not able to take a lunch break and is assigned duties, an alternate break within five hours of the commencement of work on that day must be provided.
- An employee's attendance at court as a crown witness or under subpoena or summons in the employee's official capacity will be treated as duty for salary purposes.
- Where a teacher is required to undertake duties outside their normal hours of attendance (i.e. 38 hours for a full-time teacher) at a structured school activity, they will accrue TIL.

Action points for AEU and consultative committee representatives

- Inform members of changes to attendance arrangements, including ES span of hours and ES and teacher time in lieu arrangements.
- Discuss at consultative committee:
 - Leave purchase allowance as it relates to attendance for ES.
 - Meeting schedule.
 - Teacher attendance arrangements, including start and finish times.
 - ES attendance times and appropriate duties.
 - Organisation of lunch break for ES staff.
 - Organisation of attendance for staff at events outside of school hours.
 - Time in lieu arrangements and practices for staff, including a staff TIL policy (please see separate TIL advice on page 42).

Action points for principals

- Review ES attendance arrangements given changes to the span of hours, attendance times, and lunch-break requirements.
- Determine if any work needs to be completed during school holidays by ES staff, and ensure appropriate notice is provided where duty is required.
- Ensure that ES staff positions are advertised with attendance requirements and clear position descriptions.
- Ensure the TIL policy is being followed, including provision of TIL entitlements to applicable staff.

Discuss with the consultative committee:

- Leave purchase allowance as it relates to attendance and outline how it will apply to ES.
- Meeting schedule, including impact on part-time staff.
- Teacher attendance arrangements.
- ES attendance times and appropriate duties.
- Organisation of lunch breaks for ES.
- Organisation of attendance of all staff, including arrangements for part-time staff, and time in lieu arrangements for structured school activities.
- Organisation of TIL policies and ongoing discussion of events and staffing requirements.

Class size

Clause 25

Page 84

This clause outlines how consultation should be used to plan the appropriate class sizes for grades, year levels and subjects taught at the school.

Class sizes should generally be planned, to the minimum class size possible, on the following basis:

- Prep to 6 – an average of 26 provided that the average class size of 21 at Prep–2 is maintained.
- 7 to 12 – groups of up to 25 students.
- Specialist schools should plan for the minimum class sizes possible given available resources, the needs of the students, and the total teaching program.

Fair consideration must be given to the nature of activities and equipment involved, the maturity and competence of students, and the capabilities of the teacher when determining class sizes.

Practical class sizes should also be considered in this context and should be arranged so that a safe working environment can be maintained and risks to health are minimised.

Student numbers in English as an Additional Language classes should be kept as low as possible.

Changes from the previous agreement

- Changes that require special schools to plan for the minimum class sizes as possible given resources, the needs of the students, and the total teaching program.

Action points for AEU and consultative committee representatives

Raise in consultative committee:

- Term 3: request projected enrolments for following year.
- Ask for expected provision of subjects/grades for following year.
- Ensure classes are being planned to the minimum number possible and that no classes are above the planning guidance.
- Contingency plans for fluctuations in enrolments.
- Locally agreed compensation for staff whose classes exceed the planned class size guidance.

Action points for principals

Discuss with and provide information to the consultative committee about:

- Expected enrolments for following year and provide indicative SRP when it becomes available.
- Expected subject choices of students for following year.
- Proposed class sizes ensuring that class sizes are planned according to the agreement.
- Plan for class sizes should enrolments fluctuate.
- Plan possible compensation for staff whose classes exceed the planned limits due to increased enrolments.

Excess

Clause 21(3)

Page 75

Employees with priority status

An ongoing employee with priority status is someone who is excess to workplace requirements, someone with compassionate transfer status, or a disability retirement benefits pensioner who is fit to resume duty. Priority status can apply to an ongoing teacher or ES employee. Those declared in excess to workplace requirements are referred to as being “in excess”. Employees with priority status are entitled to redeployment and will be interviewed for any position for which they have applied.

There is a clear set of procedures that must be adhered to regarding the management of employees in excess. This process involves direct AEU sub-branch consultation. Contact your AEU workplace organiser for further advice if your school is considering declaring staff in excess.

ES fixed-term redeployment rights

An “employee with redeployment status” means a fixed-term education support class employee employed for longer than 12 months in two or more fixed periods of employment where the break between periods of employment is not more than three weeks, excluding school vacation periods. In the first seven years of employment, if an ES position linked to student support funding has the funding ceased or reduced, redeployment status also applies.

Redeployment covers the 12-week period before the end date of the employee’s current fixed period. The redeployment period starts once the ES employee has received notification that their contract will end (this should be in writing) and must be for a minimum of 12 weeks. Education support class employees with redeployment status must be interviewed for positions for which they have applied.

Changes from the previous agreement

- There is now a limitation to when the employer can identify someone as being in excess to workplace requirements and that is only during Term 1 or Term 4 (other than in exceptional circumstances, which will be determined only by the Department in consultation with the AEU centrally).

- An ES member employed in a position linked to student support funding will be employed ongoing; and, if in their first seven years of service they are provided with a notice of termination of employment, they will be paid a severance payment of between four and 11 weeks salary, depending on the number years of service when the employment is terminated.

Action points for AEU and/or consultative committee representatives:

- Call your AEU workplace organiser or the AEU Member Support Centre immediately for advice and support.
- Check Department excess policies and procedures, which include specific roles for the AEU sub-branch.
- Request current workforce planning information.
- Explore alternative options, including an agreed time-fraction reduction, job sharing, or approving leave applications as ways to avoid an excess declaration.
- Support all sub-branch members by ensuring that clear and correct information is disseminated.
- Refer individuals at risk of being declared in excess, or who have been declared in excess, to the AEU Member Support Centre.

Action points for Principals:

- Call the AEU principal class organiser or the AEU member support centre for advice.
- Follow relevant Department excess policies and procedures.
- Discuss potential excess with AEU sub-branch.
- Ensure that appropriate Department designated redeployment and career transition support is provided.

Fixed-term and ongoing employment

Clause 21

Page 73

The agreement states that “the standard mode of employment in the teaching service is ongoing. However, some fixed-term or casual employment will continue to be necessary.”

The only valid reasons for teachers and education support staff to be employed fixed term are listed below.

Reason for contract	Clause	Teacher	ES
Replacement for a short-term absence (12 months leave or less) other than a parental absence.	21(2)(d)(i)	✓	✓
Replacement for a seven-year parental absence vacancy.	21(2)(d)(ii)	✓	✓
Potentially in excess.	21(2)(d)(iii)	✓	✓
Tied to specific funding (and advertised for the duration of the funding).	21(2)(d)(iv)	✓	✓
Because a teacher with full or provisional registration is unavailable and a person with permission to teach is employed; the fixed period can be for up to three years.	21(2)(d)(v)	✓	

Note: Any letter of offer of employment must state which of the above reasons the position is fixed term.

The VGSA 2022 also provides that a fixed-term can be offered for 'any other reason considered appropriate by the employer'. The employer in this context is the DET centrally and as such, this clause cannot be unilaterally used at the school level, and DET have committed to consulting the AEU when considering using this clause.

Casual teaching staff (casual relief teachers) can only be employed for vacancies of 30 days or less.

All positions of more than six weeks duration (30 days) should be advertised and discussed by the consultative committee. However, replacement of employees on long service leave of up to one school term (inclusive of vacation periods) can be done without advertisement.

Further fixed period without advertisement

A person employed in response to an advertised fixed-term position can be offered one further period of employment without advertisement for no longer than the original fixed-term period (clause 21(2)(c)(ii)).

Translation from fixed term to ongoing

The Department will continue the annual central translation of all eligible fixed-term teachers and ES where there is a suitable ongoing vacancy. This does not apply to ES whose employment is linked to Student Support Funding as their employment is ongoing (see advice below).

All eligible fixed-term employees will be identified by DET and principals will be provided with a list of eligible employees and an opportunity to advise the Department if they consider that translation should not occur, which must be consistent with the reasons for fixed term in the agreement.

If it is not consistent, the Department will translate eligible staff to ongoing employment. All eligible employees will be notified of the outcome of this process when it is complete. Principals can translate eligible fixed-term employees to ongoing at any time during the year, provided internal merit-based processes are used where there are multiple eligible staff suitable for a vacancy.

In notifying vacancies, the employer will identify the reason for each fixed-term vacancy. Relevant data in connection with fixed-term positions will be provided to the AEU on a quarterly basis. This will enable the union to monitor the levels of fixed-term employment.

When a person is employed in an education support class position and such employment is specifically linked to Student Support Funding (or any successor program such as Disability Inclusion funding) that person will be employed in an ongoing capacity. However, different conditions of employment will apply based on whether or not such a person has been employed for less or more than seven years.

ES Student Support Funding (SSF):

- ES whose employment is specifically linked to SSF will be appointed as ongoing.
- In the first seven years of employment, if SSF or comparable funding at the school reduces or ceases, employment can be ended with at least 12 weeks' notice.
- Schools should investigate comparable or potential funding alternatives before ending the employment of an ES.
- If employment is terminated the affected ES will be paid a severance payment dependent on the number of years of service outlined in clause 21(2)(a)(v).

Parental Absence

- A person employed for a fixed period of time to replace an employee during a parental absence will be employed for up to seven years.
- Employment can end before the seven years if the person being replaced is returning to work earlier. Employees must be given at least 12 weeks' notice of a position ending.
- If the ongoing employee does not return to the school, the person employed to replace this employee will be offered an ongoing position.

Changes from the previous agreement

- A severance payment is to be provided to eligible ES where their employment is terminated.
- Additional information related to casual employment, including that where a person's casual employment is in excess of 30 working days, consideration should be given to fixed-term employment.
- Casual ES employment must be for a minimum of three (3) hours.
- Provision of information for fixed-term employees as part of the annual translation process.
- Employees in family leave replacement fixed-term positions will be considered for translation through the central process.
- Additional information provided to the AEU to monitor fixed-term employment across the system.

Action points for AEU and consultative committee representatives

Discuss in consultative committee:

- Which staff are employed in fixed-term positions and the reasons why.
- Which staff are eligible to be made ongoing.
- Any internal merit-based selection process.
- Advertisement of new vacancies.

Action points for principals

Discuss with the consultative committee:

- Which staff are employed in fixed-term positions and why.
- Which staff are eligible to be made ongoing.
- School's capacity to have eligible staff translated to ongoing, either through central process or at any time during the year.
- The internal merit-based selection process to be used, where necessary.

Flexible work

Clause 31

Page 102

Flexible working arrangements are recognised in the VGSA 2022.

Clause 31 states:

The parties recognise the importance of flexible work arrangements and family-friendly work practices in maintaining a diverse, adaptive and high-performing workforce. The success of flexible work arrangements requires 'give and take' and a shared responsibility between the employer and employee to make the arrangements work.

Action points for AEU and consultative committee representatives

- Ensure members are aware of flexible work options – member resources are available on the AEU website.
- Support members' requests and obtain these entitlements and refer them to the AEU Member Support Centre if necessary.
- Ensure that local school policy and arrangements are in place that reflect the flexible work clause. Contact your AEU organiser and/or women's organiser if help is required to profile and develop a flexible work policy at your school.

Action points for principals

- Ensure that local school policy and arrangements are in place which reflect the flexible work clause – flexible work options resources are available on the AEU website.
- Ensure that requests for flexible work and family-friendly work practices are considered in line with the flexible work clause and department policy *Flexible Work in Victorian Government Schools*.
- Contact the AEU women's organiser or principal class organiser for help in developing flexible work arrangements at your school.
- Consider potential time fraction reductions as part of your long-term and workforce planning.

Grievances

Clause 12(8)

Page 59

A process for resolving workplace grievances is outlined in the agreement. This process enables the sub-branch to formally disagree with a decision about the long-term planning of the school. A sub-branch can commence the grievance resolution procedure, subject to approval by the AEU centrally, if there is evidence that the agreement has been breached or if it does not support – or believes it has not been correctly consulted about – a decision affecting the school's operation.

Local resolution of a grievance is preferred. If the sub-branch believes the matter cannot be resolved locally, it should inform the principal and seek the AEU's advice and support. Where a grievance is lodged over a long-term planning decision, the decision is not to be implemented and a mutually acceptable holding position should be negotiated between the AEU centrally and the Department. Any such holding position will be evidence of good faith only and will not prejudice resolution of the dispute – clause 12(11).

There are two formal steps in the grievance process:

Step 1 provides for consideration of the issue(s) by a nominated AEU representative (usually an organiser) and a nominated Department representative (usually a Department of Education and Training regional office employee). The role of the regional nominees is to attempt to facilitate the parties at the school reaching resolution and to provide a statement of agreed facts where this is not possible. This initial process will involve discussion of the matter(s) with representatives from the school (usually the principal and sub-branch representatives) and aims to resolve the grievance through an agreed outcome binding on all parties.

Step 2 is only required where resolution at step 1 cannot be achieved. Step 2 provides for further consideration of the grievance by senior AEU and Departmental representatives. Any agreed outcome is binding on all parties.

If the grievance remains unresolved, it can be referred to the Fair Work Commission under the procedures set out in clause 28 (Dispute Resolution Procedures).

Action points for AEU and consultative committee representatives

If considering a grievance:

- Consider ways of resolving the issue locally.
- Seek advice from the AEU workplace organiser.
- Ensure the issue is raised with the principal within five working days of a decision being made.
- Inform the principal in writing that the matter will be referred to the AEU centrally.

Action points for principals

If a grievance is lodged:

- Consider ways of resolving the matter locally.
- Seek advice from the AEU principal class organiser.

Leave

Clause 26

Page 85

The table overleaf summarises common types of leave. It is important that staff know which leave is an entitlement and which leave is discretionary. All schools are required to have a leave policy which provides clear advice about how leave arrangements are to be provided at the school, consistent with the agreement.

Required document means: in respect of personal leave for illness or injury, a medical certificate or, if it is not reasonably practicable for an employee to provide a medical certificate, a statutory declaration. In relation to personal leave for carer's purposes, a medical certificate or a statutory declaration is required.

Changes from previous agreement

- Release to attend interviews now applies to all employees, not just teachers.
- Definition of 'immediate family' expanded.
- Personal leave accrues progressively.
- The period casual employees are entitled to be unavailable for work due to illness, injury or death of an immediate family member increased from 48 to 72 hours.
- Infectious diseases leave increased to six months for all prescribed infectious diseases.
- Pre-natal leave for all pregnant employees extended to 38 hours.
- Partner pre-natal leave expanded to 15.2 hours for all employees.
- Introduction of 52 weeks' superannuation for primary caregivers on parental leave.
- Maternity leave extended from 14 to 16 weeks.
- Other paid parental leave extended from 8 to 16 weeks.
- Introduction of leave for short-term foster and kinship care.
- Partner leave extended from five (5) to 20 days.
- Expanded Aboriginal and Torres Strait Islander cultural and ceremonial leave, including paid leave.
- Ability to average trade union training leave over two years.
- Introduction of unpaid grandparent leave.

Action points for AEU and consultative committee representatives

- Ensure sub-branch and consultative committee are aware of improvements to leave entitlements in the agreement. Discuss or develop local leave policy in accordance with department requirements and the VGSA 2022, and update and publish annually.
- Ensure all staff are aware of timelines for leave approval and which leave types require approval.
- Access family violence training.
- Access trade union training.
- Refer to family violence guidelines when developing the school leave policy.

Action points for principals

- Be aware of conditions and entitlements.
- Discuss or develop local leave policy, in accordance with department requirements and the VGSA 2022, and update and publish annually.
- Ensure all staff are aware of timelines for leave approval and which leave types are discretionary and which are not.
- Write to staff on parental leave prior to October 1 to determine who is returning the following year.

Family violence leave:

- Refer to family violence guidelines.
- Advertise the family violence contacts.
- Access training in family violence and associated privacy issues.
- Ensure personal information is kept confidential.

Leave and clause	Details
Annual leave 26(1)	152 hours (20 days) per year. ES staff entitled to additional paid leave of 228 hours (30 days) subject to leave purchase.
Personal leave 26(3)	114 hours (15 days) on commencement. Further 114 hours accrues progressively each year.
Leave without pay 26(29)	Subject to agreed local policy, in accordance with Department policy.
War service sick leave 26(12)	114 hours (15 days).
Accident compensation leave 26(13)	Leave for employee who sustains injury where entitled to receive payments under WIRC Act.
Infectious disease leave 26(14)	Employee may be granted up to 6 months' leave with pay.
Bereavement leave 26(15)	Up to 3 days on full pay. Additional leave with or without pay may be granted if the principal is satisfied that three days is inadequate because of special circumstances.
Leave for Jury Service 26(16)	Leave with pay for period of required court attendance.
Absence for parental purposes 26(17) (family leave)	Up to 7 years which may be a combination of paid and unpaid leave. Entitlement to return from parental absence at time fraction immediately prior to the commencement of the parental absence once youngest child has reached school age.
Pre-natal leave 26(17)	38 hours for pregnant employee to attend routine medical appointments associated with the pregnancy. 15.2 hours for employee whose spouse is pregnant to attend routine medical appointments associated with the pregnancy.
Maternity leave 26(18)	16 weeks full pay (can be taken on half-pay for 32 weeks or a combination of both).
Other paid parental leave 26(19)	This clause relates to a person granted parental responsibilities and is the primary caregiver, such as adoption and surrogacy. 16 weeks' paid leave.
Foster and kinship care 26(19)	Up to 2 days paid leave on 5 occasions per child.
Partner leave 26(20)	152 hours paid (20 days) to be taken in the period 1 week prior and concluding 6 weeks after birth of child.
Long service leave 26(21)	495.6967 hours (3 months) after 10 years full-time service. 247.84835 hours (1½ months) for each completed 5 years of service thereafter. Can take pro rata after 7 years. Can be accessed on half pay. In conjunction with a LSL absence of 6 weeks or more, a portion of LSL entitlements can be commuted to pay. Any length of time may be granted.
Spouse leave 26(22)	Leave without pay from 3 months to 12 months once every 3 years.
Sabbatical leave 26(23)	Leave paid at 80% of salary subject to employee having salary reduced by 20% for relevant work period.
Cultural and ceremonial leave 26(24)	Paid leave for Aboriginal and/or Torres Strait Islander members for attendance at NAIDOC week events, community meetings, ceremonial and cultural purposes, and to participate in the First Peoples' Assembly of Victoria.
Public holidays 26(25)	All members are entitled to public holidays.
Release to attend interview 24(14)	Release from duty for the period required to attend an interview in a Victorian government school for all employees.
Family violence leave 26(26) – an employee experiencing family violence (26)(e)(i) – employee supporting a person experiencing family violence (26)(e)(ii)	20 days paid leave per year for medical appointments, legal proceedings and other activities related to family violence. Personal/carer's leave to accompany them to court, hospital or to care for children.
Release for union state councillors 24(15)	Up to 2 days per term to attend union council meetings or alternative.
Trade union training 26(27)	Up to 5 days per year to attend trade union training, or in excess of five days and up to ten days in any one calendar year, provided the total leave taken over two years does not exceed ten days.

Performance and development

Clause 13(3)

Page 60

The performance and development process applies to all staff and each employee will have an agreed performance and development plan. Where agreement about the plan cannot be reached, the assessment of an employee's performance will be based on demonstrated achievement against school priorities and Departmental criteria appropriate to the employee's classification level and remuneration or salary range.

The plan will cover a school year unless otherwise agreed and the final review will occur at the end of the school year.

While it is expected that the performance and development process will occur during the calendar year and decisions regarding performance and development outcomes should occur by the end of the calendar year, the progression cycle will operate from May to April.

ES must be provided with time to participate in the performance and development process, with those arrangements recorded as part of the long-term planning decisions of the school.

At the time of writing, the Department provides school-based employees with an option to participate in the 'statement of expectation' process or the standard performance and development process.

Salary progression for all eligible staff occurs from May 1 in the year following a successful review outcome.

Teachers and education support staff must be notified prior to March 1 in the following year if they are not going to achieve a successful performance and development outcome for the previous year.

Employees with less than six months eligible service by April 30 are not eligible for progression.

No lump sum will be paid as a result of a performance and development assessment,

and there will be no quota on the number of employees who can progress.

Action points for AEU and consultative committee representatives

- Where agreement regarding a plan can't be reached, advise members to contact the AEU Member Support Centre for advice.
- Ensure that arrangements for education support staff are documented so that time is provided within attendance hours for them to be able to complete their performance and development plan.
- Ensure that a timeline and structure is in place at the school level so staff are supported in completing their performance and development plan.

Action points for principals

- Ensure that all staff are supported to complete their performance and development plan, including providing time for education support staff.

Student supervision for ES

Schedule 4

Page 119

Supervision requirements for ES staff are outlined in the Dimensions of Work in Schedule 4.

Supervision requirements differ between ES ranges.

- ES staff at Level 1 Ranges 1 and 2 can be required to supervise students individually or in groups of up to four in controlled circumstances with the responsibility for students remaining clearly with the teacher.
- ES staff at Level 1 Ranges 3 to 5 and Level 2 Range 6 can be required to supervise students of any group size:
 - where it is an integral part of the employee's position
 - where it is not integral, individual student supervision or in groups of up to four in controlled circumstances may occur.

The responsibility for students always remains clearly with the teacher.

ES staff are not responsible for supervising without the support of a teacher and in accordance with Schedule 4 or delivering educational programs. The type of support delivered by ES staff should be subject to consultation and consistent with the relevant Dimensions of Work. It is a teacher's responsibility to develop and deliver educational programs and supervise students, with the role of ES staff to support teachers in these responsibilities.

Changes from the previous agreement

- Student supervision requirements are more prescriptive.
- ES staff at Level 1 Range 2 can no longer be required to supervise students in groups larger than four students.
- ES staff at Level 1 Ranges 3 to 5 and Level 2 Range 6 can only be required to supervise students in groups larger than four if it is an integral part of their position.

Action points for AEU and consultative committee representatives

- The consultative committee should consider in advance any activities that require ES to take part in student supervision. In doing so, it should identify possible risks and procedures to address them, including updating relevant policies to reflect changes. The AEU advises schools to document such procedures to clarify the supervision responsibilities of ES staff and teachers.
- The consultative committee should clarify with the principal which positions include student supervision as an integral part of the role.
- The sub-branch should be made aware of any requirements placed on ES staff which are inconsistent with the agreement and discuss possible resolutions.

Action points for principals

- Ensure that student supervision requirements are met, and that staff understand who is responsible for student health and safety at any given time.
- Determine the positions for which supervision of students is an integral part of the role and ensure ES staff are made aware of this.
- Ensure that the organisation of student supervision is subject to consultation.

Teacher roles and responsibilities

Schedule 2

Page 111

Schedule 2 outlines the teacher class roles and responsibilities. It covers the role or focus of staff at each level, the position responsibilities, and what is expected of a:

- classroom teacher, range 1
- classroom teacher, range 2
- leading teacher
- learning specialist.

The role and responsibilities statement for a classroom teacher now includes recognition that if a classroom teacher undertakes duties in addition to their timetabled classes, any duties a teacher undertakes should be at least incidental to their professional duties and responsibilities.

Action points for AEU and consultative committee representatives

- Make a copy of the roles and responsibilities accessible to all staff so they can ensure the work they do is consistent with their classification and salary level.
- Where work is not commensurate with salary level, help members resolve the matter by discussing directly with principal or through the consultative committee.

Action points for principals

- Ensure that each staff member's work is consistent with their classification and salary level.

Teacher work: 30+8 model

Clause 22(8)

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This clause directs the allocation of teacher work into two parts:

- Thirty hours provided to a teacher to undertake the work directly related to the teaching and learning program of their class(es) (such as face-to-face teaching, planning, preparation, collaboration and assessment).
- The 30-hour component is inclusive of face-to-face teaching:
 - **For secondary teachers** this can be allocated to a weekly maximum of 20 hours in 2022, 19 hours in 2023 and 18.5 hours in 2024 and thereafter.
 - **For primary/special teachers** this can be allocated to a weekly maximum of 22.5 hours in 2022, 21.5 hours in 2023 and 21 hours in 2024 and thereafter.
 - In addition to face-to-face teaching time, the 30 hours includes the time between the face-to-face teaching and the instructional week and the time between the instructional week and 30 hours to undertake the work directly related to teaching and learning (such as face-to-face teaching, planning, preparation, collaboration and assessment) with **the duties undertaken within that time determined within that time determined by the teacher.**
- Eight hours for lunch and other activities (such as yard duty, meetings, and other duties).
- The allocation of work in each part is pro rata for part-time teachers.
- The actual number of hours for each component for any individual teacher will be adjusted according to the proportion of face-to-face teaching in accordance with the following formula:
(actual face-to-face teaching hours ÷ maximum face-to-face teaching hours) × 30 hours.

The consultation clause of the agreement requires that teacher work is considered as part of the long-term planning decisions of the school. This means that the sub-branch can be directly involved in the decision-making process

via the consultative committee. It is important that discussion about the allocation of teacher work is broad, including changes that impact on workload, and covers all aspects of work. This should be a discussion by members through the sub-branch in the first instance. The allocation of work into the 30-hour component and the 8-hour component must be discussed by the consultative committee prior to any decision about the allocation of work.

Teachers should ensure that the work they are required to undertake fits within the 30+8 arrangements by ensuring the duties are consistent with what is permitted to be part of the 30-hour component and the 8-hour component.

It is essential that if concerns or issues arise about the allocation of work or workload that members talk to their sub-branch representative and seek to have a discussion about the matter at a sub-branch meeting to consider what steps they can take to resolve the problem.

30 hours – directly related to teaching and learning

For the 30-hour component, teachers should make a judgement about whether the work they are required to do is directly related to the teaching and learning program of their class(es). If the work is not directly related and it is required to be done then it can only be undertaken in the 8-hour component.

Work completed within the 30-hour component but outside of face-to-face teaching time is directed by the teacher, provided that it is work related to their class(es).

While duties related to teaching, planning, collaboration, and assessment are determined by the teacher within this time, it is essential the monitoring and discussing of work and workload occurs through the consultative committee throughout the year.

Clause 23 of the VGSA 2022 provides for an employee to refer the matter formally via a grievance process if they consider their work to

be excessive, unreasonable or otherwise unsafe within the terms of the agreement, and the issue cannot be resolved locally through the sub-branch. Members must contact the AEU Member Support Centre to get detailed advice in this instance.

8 hours – other activities

For the 8-hour component, teachers should make a judgement about whether the work they are required to do is consistent with the category of 'other activities' and that the work is not directly related to the teaching and learning program of their class(es). Any duties that are directly related can only be undertaken in the 30-hour component.

Where the other activities include other duties, it is essential that these are distributed consistent with the requirements of clause 22(9) which requires that a range of factors are taken into account, including those set out in clause 22(3).

It is important that each sub-branch discuss the allocation of work in the 8-hour component so that it is consistent with the agreement, including consideration of the amount of work which is required for other activities. The sub-branch, on behalf of members, should engage in a discussion with the principal about the amount of work and what work is to be prioritised or whether it is necessary to reduce the 30-hour component and increase the 8-hour component to provide time for the other activities to be undertaken.

To prevent issues arising throughout the school year it is essential that the allocation of teacher work in the 8-hour component is consulted about prior to long-term planning decisions being made. Monitoring and discussing work and workload through the consultative committee throughout the year is vital.

The sub-branch should regularly discuss the allocation of work and workload in the 8-hour component and raise any issues which arise through the school's consultative committee or with the principal directly.

Examples of the 30+8 model

Please find below some examples of how the 30+8 model operates. The examples cover the different face-to-face maximums which apply in 2022, 2023, and 2024 and beyond.

It is 2022. A primary teacher employed 0.6 whose face-to-face teaching is 13.5 hours per week (i.e. 22.5 hours per week multiplied by 0.6) will have 18 hours per week for duties directly related to the teaching and learning program of their class(es) (which are determined by the teacher) and 4.8 hours per week to undertake other activities.

It is 2023. A full-time primary teacher whose face-to-face teaching is 21.5 hours per week will have 8.5 hours remaining of the 30 hours to undertake duties that are directly related to the teaching and learning program of their class(es). The duties undertaken during this time are to be determined by the teacher. In any given week, the teacher may undertake duties such as preparation for teaching, student assessment, and collaboration with colleagues to undertake planning, if decided by the teacher. Even when the work required varies from week to week, all duties directly related to the teaching and learning program of their class(es) must be able to be completed in the 30 hours. The remaining 8 hours are for other activities. For example, a half-hour lunch break each day (which is required), undertaking yard duty, and attending up to two hours of meetings. In some weeks other duties may be required such as assisting with the school production or running a games club.

It is 2024. A full-time secondary teacher whose face-to-face teaching is 18.5 hours per week will have 11.5 hours remaining of the 30 hours to undertake duties that are directly related to the teaching of their class(es) such as assessing student learning and lesson planning with this work being determined by the teacher. The teacher has 8 hours per week for other activities, including attending up to two hours of meetings scheduled adjacent to the school day, a half-hour lunch break each day and yard duty.

It is 2024. A secondary teacher employed 0.8 (attending 4 days per week) whose face-to-face teaching is 14.8 hours per week (i.e. 18.5 hours per week multiplied by 0.8) will have 24 hours per week to undertake their face-to-face teaching of 14.8 hour and 9.2 hours of other duties directly related to the teaching of their class(es), leaving 6.4 hours per week for other duties.

Changes from the previous agreement

- This clause regulates teacher work so that the main focus for teachers is on duties directly related to the teaching and learning program of their class(es).
- An addition to clause 22(8)(a)(i) which indicates that the duties undertaken within the 30 hours outside of face-to-face teaching, are quarantined so that the duties undertaken are determined by the teacher.
- Face-to-face teaching reduction by deed (a legally binding document), which accompanies the agreement: for secondary teachers, 20 hours in 2022, 19 hours in 2023 and 18.5 hours in 2024 and thereafter, and for primary and special school teachers, 22.5 hours in 2022, 21.5 hours in 2023 and 21 hours in 2024 and thereafter.

Action points for AEU and consultative committee representatives

- Ensure that the sub-branch understands the division of duties for a teacher between the 30 hours and 8 hours (pro rata for part time).
- Ensure there is discussion at the sub-branch and consultative committee regarding the allocation of teacher work through the 30+8 model, including that each group is aware of the quarantining of time in connection with the 30-hour component (pro-rata for part time) of this model so that it is understood that these duties are determined by the teacher. This will necessitate a discussion about where particular duties the school wants undertaken are to be allocated within the teacher's 38-hour week (pro rata part time).
- Discuss with members the importance of raising workload concerns, if they arise, with the sub-branch and, through the consultative committee, with the principal. Discuss through the consultative committee an appropriate process for dealing with workload concerns as they arise.

Action points for principals

- Consider all aspects of teacher work and workload and which work is to be prioritised in the context of the 30+8 model to enable discussion about the allocation of teacher work at the consultative committee.
- The long-term planning decisions must ensure that all teacher work is appropriately allocated in the 30-hour component and the 8-hour component so that teachers can undertake their roles and duties within a 38-hour week. This includes discussion about any changes which may impact on the workload of employees.

CASE STUDIES

Graham's work

It is 2022. As a leading teacher (LT) at Victoria Secondary School, Graham works with and leads three year-level coordinators as part of the school's sub-school structure. He is often responsible for leading and implementing whole-of-school changes as part of his leadership role. A full-time teacher in Graham's school teaches 19 x 60 minute periods in a week (and may be allocated an extra). Each teacher is also allocated one 'pathways' session (one period) as part of their face-to-face teaching. Graham teaches 15 periods per week, including the pathways session, and to assist with his sub-school duties he has four periods of time release.

Through the consultative committee, sub-school leaders' roles and their duties, including specific roles such as Graham's, are examined in the context of the 30+8 model, the hour reduction in face-to-face teaching in 2023, and the school's long-term planning decisions for the following year. In light of the new agreement, Graham's work is examined taking into account both his classes (including face-to-face teaching and the other duties required of him as part of his leading teacher role. To fit within the maximum 19 hours face-to-face teaching, Graham's allotment for 2023 will need to be reduced by one period (he will no longer be allocated the pathways session). It is decided that his time allowance for the LT role will remain the same. The revised 30+8 clause in the VGSA 2022 also means that the duties involving planning, preparation, assessment and collaboration time are determined by Graham. This means that the student data analysis, which was previously done with other colleagues, must now be shifted so that it takes place during Key Learning Area meeting time as part of the meeting schedule.

In 2024, to accommodate the maximum 18.5 hours of face-to-face teaching, Graham's allotment is further reduced by one period. Via the consultative committee it is determined that he will no longer receive extras. Since this makes Graham's actual face-to-face allocation 18 hours per week, the principal determines to increase the time release for Graham's LT role to 4.5 hours.

Tsehay's work

It's 2023 at Victoria State Primary School. Tsehay is a full-time teacher at the school. Tsehay attends a team meeting and her team leader advises that her year-level team will be implementing a new literacy instructional model. Tsehay has a lot of student assessment to complete and knows her colleagues are in a similar situation. Tsehay has documented the work that she needs to complete over the coming weeks and it is clear that her duties directly related to the teaching and learning program of her class are in excess of 30 hours in a 38-hour week. Tsehay raises the issue at a sub-branch meeting. With other teachers similarly affected, the AEU rep raises the issue with the principal through the school's consultative committee. The principal agrees that the implementation of the new literacy instructional model will be delayed until the following term and advises that time will be provided to teachers to learn how to implement the model during the already-scheduled team meetings.

OHS training modules

The Department mandates that all employees complete several OHS training modules. Each module takes one to two hours to complete. As this work does not directly relate to the teaching and learning program of a teacher's class(es), it must be accounted for in the 8-hour component of the 30+8 model. The Department has determined that the modules must be completed within four weeks.

Given the agreement requires consultation about teacher work, the consultative committee should consider how the training will be incorporated into a teacher's work schedule.

Depending on the other duties required of a teacher in the 8-hour component, it may be the case that those duties need to be altered or deferred to enable the training to be completed in the timeline that has been set.

Teacher work: duties

Clause 22

Page 76

This clause covers the allocation of duties that teachers may be required to do, including face-to-face teaching, and within the restrictions provided by the 30+8 model, outlined in clause 22(8).

Duties must be consistent with a teacher's classification level and salary range. ES staff cannot be required to undertake duties outlined in this clause.

For the 2022 school year, a teacher cannot be required to undertake face-to-face teaching that exceeds:

- 22 hours and 30 minutes per week for primary and special schools
- 20 hours per week for secondary schools (or 18 hours and 40 minutes if a teacher supervises sporting activities of students on a structured basis for a period of two hours per week).

For the 2023 school year, the maximum face-to-face teaching hours that can be required of a teacher are:

- 21.5 hours per week for a primary school teacher or a special school teacher
- 19 hours per week for a secondary school teacher (or 17 hours 40 minutes per week if a teacher supervises sporting activities of students on a structured basis for a period of two hours per week).

If a teacher works in a P-12 and teaches across both primary and secondary sectors then the proportion of teaching performed in each sector needs to be taken into account when determining face-to-face hours.

For the 2024 school year and thereafter, the maximum face-to-face teaching hours that can be required of a teacher are:

- 21 hours per week for a primary or special school teacher
- 18.5 hours per week for a secondary school teacher (or 17 hours 10 minutes per week if a teacher supervises sporting activities of students on a structured basis for a period of two hour per week).

If a teacher works in a P-12 and teaches across both primary and secondary sectors then the proportion of teaching performed in each sector needs to be taken into account when determining face-to-face hours.

If agreement cannot be reached on the number of extras to be allocated to a secondary teacher, the deed and agreement provide for that the maximum allocation of extras is calculated by the formula:

- 2022: $1150 \text{ less the number of face-to-face teaching minutes per week} \times 42) \div 2$
- 2023: $1090 \text{ less the number of face-to-face teaching minutes per week} \times 42) \div 2$
- 2024 and thereafter: $1060 \text{ less the number of face-to-face teaching minutes pw} \times 42) \div 2$.

Where the duty is an organisational duty (clause 22(11)), the principal is responsible for determining these duties and any time release and/or special payments that may apply. This must be discussed by the consultative committee prior to any decision being made, including the roles to be filled as part of the long-term planning decision. When and how time release is to occur should be considered in regard to the necessity of the role. For example, a wellbeing or student leadership role may be best served by a weekly reduction of face-to-face teaching duties, whereas a role coordinating an event at a specific time in the year may benefit from periodic time release.

Duties, including any associated special payment and/or time release must be advertised to all teachers through an expression of interest process. Teachers will be provided with the opportunity to express interest in one or more of the organisational duties. A merit-based selection process, including the establishment of a panel, should be used to make recommendations to the principal, who then determines the successful applicant. A successful applicant can decline the offer.

Should any duty remain unfilled, the principal can allocate it to a teacher (including one who has

declined) provided the duty is consistent with the roles and responsibilities that can be required of that teacher as outlined in schedule 2, their classification and salary, and after taking into account factors specified in clauses 22(8) and (9).

If there are potential issues with the merit selection procedures, unsuccessful applicants can appeal to the Merit Protection Boards within 14 days of the decision. Members should contact the MSC for advice.

Changes from the previous agreement

- Face-to-face teaching will reduce by one hour per week in 2023 and one-and-a-half hours per week from 2024 onwards.
- These reductions will be implemented via deed and Ministerial Order.
- From 2023, time release for organisational duties will be applied to the applicable reduced maximum face-to-face teaching hours as provided for in the deed.
- The deed makes proportionate adjustments to the default workload index for secondary school teachers, and the formula used to calculate extras, as face-to-face teaching hours are reduced.
- Clarity regarding the expression of interest process in relation to organisational duties and what information is to be included has been added to the agreement.

Action points for AEU and consultative committee representatives

Ensure the consultative committee discusses:

- What organisational duties are essential to the operation of the school.
- The appropriate allocation of any special payment and/or time allowance for the duties.
- The need to ensure all positions are advertised with clear role/responsibility statements and any relevant special payments and/or time release and the process to apply for staff to express interest in those positions.
- That the work required can be undertaken within the 38-hour week in the context of other scheduled duties and the 30+8 model.

Action points for principals

- Discuss with the consultative committee which organisational duties may be required, including any time release and/or special payments that apply to these positions.
- Ensure all positions are advertised with clear role and responsibility statements and relevant special payment and/or time release if applicable.
- Implement a fair and transparent process for staff to express interest in the positions.
- Appoint staff to these duties through merit-based selection, taking into account the requirements of the duty and the qualifications and experience of each applicant and the 30+8 model.

Teacher work: professional practice days

Clause 22(12)

Page 79

Each teacher is entitled to be released from scheduled duties, including classroom teaching, for three professional practice days (PPDs) in 2022, two professional practice days in 2023 and one day in 2024 and beyond (pro rata for part time). This time release is provided to a teacher so they can focus on work selected from the following areas: planning, preparation, assessment of student learning, collaboration, curriculum development, professional development, and peer observation.

These days are in addition to existing pupil-free days and importantly, in addition to pre-existing planning days, with the timing and focus of each day nominated by the teacher and agreed in consultation with the principal. If the timing and focus cannot be agreed, the focus will be determined by the teacher and the timing will be determined by the principal.

Where a professional practice day has been allocated and the teacher is unable to take it or wishes to make a change to the day, they may be able to reschedule it by agreement with their principal. If a teacher does not wish to take their professional practice day as one full day, it may be allocated across two half days.

The Department has advised schools that in 2022 either the Term 3 or Term 4 PPD can be held on the same day for all staff. In 2023, one of the two PPDs can be held on the same day for all staff. In 2024 and beyond, the single PPD can be held on a common day.

Changes from the previous agreement

- Teachers are entitled to three days in 2022, two professional practice days in 2023 and one professional practice day in 2024 and beyond.
- The Agreement explicitly indicates that PPDs are in addition to existing planning time already provided.
- The ability to reach agreement to reschedule a PPD if ill or for another reason.
- The ability to reach agreement to allocate a PPD across two half days if desired.

Action points for AEU and consultative committee

- Ensure members are able to access the professional practice days consistent with the focus and processes outlined in the agreement.
- Discuss the suggested process for organising professional practice days and their allocation through the school's consultative arrangements and long-term planning decisions.

Action points for principals

- Discuss with the consultative committee arrangements for organising and allocating the professional practice days.

Time in lieu

Clause 24(8) for teachers, page 82

Clause 24(9) for ES, page 83

Employees can be required to work in excess of 38 hours per week (pro rata for part time), where such activity is unavoidable and reasonable notice is provided. All work in excess of normal attendance hours must be documented by the employer and is accrued on an hour-for-hour basis, other than for school camps where the calculation is dependent on the employee's roster and duties. An employee can request not to work in excess of their normal attendance hours where this would affect the employee's personal or family commitments, and this will not be unreasonably refused. As an alternative to time in lieu, the employer and employee can agree to payment for the time in lieu (see the details of payment arrangements for teachers and ES as outlined below).

Teachers

Time in lieu (TIL) is granted for teachers where attendance is required at a structured school activity outside normal hours of attendance in excess of 38 hours for a full-time teacher (such as parent/teacher meetings, camps, excursions, concerts, parent information sessions or after-hours sport). TIL for such events outside of normal hours will be implemented from the commencement of this agreement other than TIL for camps, which will take effect from 1 January 2023. TIL is to be calculated on an hour-for-hour basis, except for camps, where the calculation is dependent on the employee's roster and duties. Time in lieu must be documented by the employer.

Attendance at school camps will be calculated on the basis of 100% time in lieu for the time the teacher is performing duties in excess of normal attendance hours and 50% for the time the teacher is on call and available to perform duties.

Time in lieu should be taken in the fortnight in which it is accrued or, if that is not possible, before the end of the school year in which it was accrued. As an alternative to time in lieu, the principal and the teacher may agree to payment for TIL owed at the teacher's normal rate of pay.

Where a teacher has not been granted time in lieu by 1 December in the year it was accrued, the teacher can vary their attendance time on any school day prior to the end of the school year equivalent to the time owed, provided that the teacher provides not less than three (3) working days notice. If there are a number of teachers seeking to vary their attendance on the same day and that would result in the dismissal of students, then the principal is responsible for determining the timing of the absences to avoid dismissal of students.

Unless otherwise agreed between the principal and the teacher, if TIL is not granted by 1 March of the following school year, the principal must grant the time owed commencing immediately or pay the employee at time and a half (150%) of the employee's normal rate of pay.

Education support

An ES employee may be required to work in excess of their normal hours but only if the work is unavoidable and reasonable notice is provided. Any work in excess of normal hours must be documented by the employer and attracts hour-for-hour time in lieu. An ES employee who is required to complete excess hours may ask not to do so if these hours unreasonably affect personal or family commitments. The request may only be refused by the employer on reasonable grounds. The timing of the accrued TIL is taken at the discretion of the principal and will not be reasonably refused.

As an alternative to time in lieu the ES and principal can agree to payment for TIL at the employee's normal rate of pay where the time in lieu was for work performed within the normal span of hours (7am–6pm). Where the time in lieu was accrued for work performed outside the normal span of hours, then it is to be paid at 150% of the employee's normal rate of pay.

TIL for camps will be calculated at 100% when the ES is performing duties and 50% where the ES is on call and available to perform duties.

Unless otherwise agreed between the principal and the ES, if TIL is not granted by 1 March of the following school year, the ES may elect to take the time owed commencing immediately or receive pay at time and a half (150%) of the employee's normal rate of pay.

Changes from the previous agreement

- There are expanded TIL provisions for teachers and education support staff.
- TIL for teachers for structured school activities is a new entitlement. The accrual and granting of time in lieu is covered in the section above.
- For education support staff the agreement clarifies the accrual and granting of time in lieu.

Action points for AEU and consultative committee representatives

- The sub-branch should meet and form a view to put to their consultative committee to discuss TIL for teaching and ES staff and that there is an agreed method of recording and taking TIL. We advise schools to develop a TIL plan for the accrual and acquittal of TIL.
- The sub-branch should ensure that if any work is directed to be completed in excess of the 38-hour week (pro-rata part-time) that TIL arrangements are put in place. This includes any work outside normal hours for ES and at structured school activities for teachers, such as parent/teacher meetings, camps, excursions, concerts, parent information sessions or after-hours sport.
- The sub-branch should undertake an audit of events and ensure that TIL arrangements are discussed with members at sub-branch meeting(s), prior to being determined through the consultative committee. This should include a discussion about conducting activities where possible within, or partly within, the 38-hour week (pro rata for part time), to reduce the accrual of time in lieu and out of hours work. This should be done in the preceding year and documented in the long-term plan (LTP).
- The sub-branch should ensure TIL arrangements are addressed for any gaps

between the end of normal hours and the commencement of school events outside of these hours, on any particular day.

- The school's TIL arrangements should be consistent with the schools TIL policy and documented in the LTP that is provided in writing to all staff by the last week of November each year.

Action points for principals

- The principal should ensure all ES have time provided during working hours for ES to participate in the performance and development process and if any work is completed out of working hours it is properly recorded as TIL.
- The principal should ensure that TIL for teaching and ES staff is raised and discussed at the consultative committee in accordance with clause 12(5)(c) and reach agreement about how hours in excess of 38 hours (pro rata for part time) will be recorded and how TIL is to be provided. This should be documented in the Schools TIL policy and in the LTP.
- When planning activities, every effort should be made to conduct these activities where possible within, or partly within, the 38-hour week (pro-rata for part-time), to reduce the accrual of time in lieu and out of hours work.
- Ensure that staff know that TIL hours must be authorised, and the process for this, which should be included in the TIL plan.
- Consult with key leaders in the school to roster staff and allocate duties for structured school activities.
- Plan for structured school activities outside of normal hours should ideally occur so TIL hours transition smoothly from the end of an employee's normal working day.
- The school's TIL policy and LTP is the best place to outline the school's TIL arrangements. Contact the AEU for advice.
- Review existing attendance arrangements to ensure they are consistent with the agreement.

CASE STUDIES

Jarrah – teacher

Jarrah is a teacher in a primary school who attended the Grade 5 camp. Twice a term her school has an incursion day related to areas such as literacy or the arts. For one of these days, specialist and classroom teachers run the incursion activities, while classroom teachers who attended Grade 5 camp access TIL. For the other day, classroom teachers run the activities for the incursion, while specialist teachers who attended the camp access TIL. This arrangement helps the school to acquit some of time in lieu accrued by the teachers who attended the camp. Where there are instances that the TIL cannot be acquitted through this arrangement, a CRT is employed to cover the teacher absent on TIL.

Lucy – teacher

Lucy is a full-time secondary teacher, working a 38-hour week, teaching drama. Her school has six classroom sessions (periods) in a day. The school holds an information evening occurring on a Thursday, and the drama area leader has asked Lucy to attend the information evening to speak with parents and students about the subject.

The normal work day for teachers on a Thursday ends at 3.45pm. The information evening commences at 4.30pm and runs until 7.00pm. The 45 minutes prior to the information evening commencing is recognised as work time, providing time for teachers required to attend the event to set up for the evening. Lucy accrues 3 hours and 15 minutes of TIL.

Lucy's principal agrees that she will receive the time owed by not being required to attend meetings or do other duties (to a total of 3 hours and 15 minutes) that week coming from the 8-hour component of the 30+8.

Duncan – ES

Duncan is a part-time education support employee. He works in a special school for 24 hours per week. His normal hours of work are from 9.00am–3.30pm Monday to Thursday. Duncan is asked to assist with some preparatory work for the school's information evening. The principal asks that he stay an additional hour each night from Monday to Wednesday. Duncan is entitled to 3 hours TIL.

Duncan is owed three hours TIL and acquits that by leaving at 12.30pm rather than 3.30pm on the following Thursday afternoon.

Meryl – ES

Meryl is an ES who is asked to attend an overnight study camp. Meryl works 6 hours each day from 8am to 2.30pm and has a half hour unpaid lunch break at 11.45am.

Rostering and duties: Meryl is required to be on duty from 8am when the bus leaves for the camp until 10.00pm when the students go to bed. From 10.00pm to 8.00am the next day, Meryl is not performing duties but is on call. Meryl is required on duty from 8.00am until 4.00pm the next day when they return from camp.

ES attending school camps accrue time in lieu at 100% (hour for hour) when performing duties and at 50% (half an hour for each hour) when on call and available to perform duties.

Meryl and the principal agree to payment for the 14 hours time in lieu owed. For ES, the agreement sets two rates of payment for time in lieu as follows:

- At normal rate of pay where the time in lieu was for work performed within the span of hours (6.00am–7.00pm).
- At 150% of the education support class employee's normal rate of pay where the time in lieu was for work performed outside the span of hours (6.00am–7.00pm).

This means that Meryl is paid:

- 5.5 hours which are accrued within the span of hours (7.00am–6.00pm) at 100% of her normal rate of pay.
- 8.5 hours which are accrued outside the normal span of hours at 150% of her normal rate of pay.

Meryl's time in lieu accrued and acquittal (via payment) is calculated as follows:

Normal attendance hours	Camp week hours	TIL hours accrued	TIL acquittal via payment
Wednesday 8.00am–2.30pm	8.00am–2.30pm: normal hours (with a half hour unpaid lunch break, not on duty)	Nil	
	2.30pm–6.00pm: on duty (within span of hours)	3.5 hours (3.5 hours at 100%)	3.5 hours at 100% of normal rate of pay
	6.00pm–10.00pm: on duty (outside span of hours)	4 hours (4 hours at 100%)	4 hours at 150% of normal rate of pay
	10.00pm–12 midnight: on call (outside span of hours)	1 hour (2 hrs at 50%)	1 hour at 150% of normal rate of pay
Thursday 8.00am–2.30pm	12 midnight–7.00am: on call (outside span of hours)	3.5 hours (7 hrs at 50%)	3.5 hours at 150% of normal rate of pay
	7.00am–8.00am: on call (within span of hours)	0.5 hour (1 hour at 50%)	0.5 hour at 100% of normal rate of pay
	8.00am–2.30pm: normal hrs (with a half hour unpaid lunch break, not on duty)	Nil	
	2.30pm–4.00pm: on duty (within span of hours)	1.5 hours (1.5 hrs at 100%)	1.5 hours at 100% of normal rate of pay
		Total: 14 hours	Total: • 5.5 hours at 100% of normal rate of pay • 8.5 hours at 150% of the normal rate of pay

Elisa – teacher

Elisa is a full-time secondary classroom teacher. Her required attendance is from 8.30am to 3.30pm two days each week and 8.30am to 4.30pm for three days each week (a total of 38 hours). She attends a Year 8 camp from Wednesday to Friday (three days, two nights).

Teachers attending school camps accrue time in lieu at 100% (hour for hour) when performing duties and at 50% (half an hour for each hour) when on call and available to perform duties.

Rostering and duties: Elisa is to be the teacher on call (not performing duties) from the hours of 10.00pm and 7.30am each night/morning, which entitles her to TIL during this time calculated at 50% of her normal hours. However, it may be the case that Elisa is required to perform duties during the on call period in an ad hoc way to meet the needs of students.

The bus arrives back at school at 11.30am on the final day of the camp and students are dismissed (as per the notification to parents). Staff are not required to attend work/perform duties after 12.30pm. All students in Year 8 who attended camp, along with staff who attended the camp, do not attend school on Monday, as students have a reflection day and complete tasks at home related to the camp, and staff are given TIL.

Looking at the working week during which the camp is scheduled, Elisa's time in lieu accrued and acquittal is calculated as follows:

Normal attendance hours	Camp week hours	TIL hours accrued
	Normal attendance	
Monday 8.30am–3.30pm	8.30am–3.30pm (7 hours)	Nil
Tuesday 8.30am–4.30pm	8.30am–4.30pm (7 hours + 1 hour meeting)	Nil
	Camp commences	
Wednesday 8.30am–4.30pm	8.30am–4.30pm: normal hours	Nil
	4.30pm–10pm: on duty	5.5hours (5.5 hours at 100%)
	10pm–12 midnight: on call	1 hour (2 hours at 50%)
Thursday 8.30am–4.30pm	12 midnight–2.00am: on call	1 hour (2 hours at 50%)
	2.00am–4.00am: required on duty to assist a sick student	2 hours (2 hours at 100%)
	4.00am–7.30am: on call	1.75 hours (3.5 hours at 50%)
	7.30am–8.30am: on duty	1 hour (1 hour at 100%)
	8.30am–4.30pm: normal hours	Nil
	4.30pm–10.00pm: on duty	5.5 hours (5.5 hours at 100%)
	10pm–12 midnight: on call	1 hour (2 hours at 50%)
Friday 8.30am–3.30pm	12 midnight–7.30am: on call	3.75 hours (7.5 hours at 50%)
	7.30am–8.30am: on duty	1 hour (1 hour at 100%)
	8.30am–12.30: normal hours	Nil
	11.30am–arrive back at school 11.30am–12.30pm – departure of students and pack up: normal hours	Nil
		Total: 23.5 hours

This TIL is acquitted as follows:

3 hrs	Not required to attend for duty following camp duties ending for staff: 12.30pm–3.30pm
7 hrs	Not required to attend for duty on the Monday following camp: 8.30am–3.30pm
3 hrs	Not required to attend two one-hour meetings plus additional hour in week following camp
5 hrs	Not required to attend for duty the next five Fridays between 2.30pm and 3.30pm (5 x 1 hour)
5.5hrs	Agreement between the teacher and the principal to take these hours as a payment at 100% of the normal rate of pay
Total: 23.5 hours	

Unsatisfactory performance

Schedule 5

Page 128

The unsatisfactory performance procedures are outlined in Schedule 5. The purpose of these procedures is to improve an employee's performance to a satisfactory level.

Unsatisfactory performance procedures may be completed within 13 weeks, although the agreement recognises that some cases may take longer to resolve. The employee must be given an opportunity to respond when advised of their unsatisfactory performance and to be provided with a period of monitoring and support.

After the process above is completed, the employee will be advised if their performance is satisfactory and no further action will be taken, or if the performance is unsatisfactory a support period will commence, which will normally be between two and eight weeks.

Employees have a right to a support person or representative of their choice to accompany them to any meetings during the process.

The process has a right of appeal for an employee at the start of the procedures. Lodging this appeal does not prevent procedures continuing pending the outcome of the appeal.

Employees maintain a right of appeal at the conclusion of the process.

Changes from the previous agreement

- The period of support has been extended from 2–7 weeks to 2–8 weeks.

Action points for AEU and consultative committee representatives

- Provide initial support to members who require a support person or representative.
- Contact and refer the member to the AEU Member Support Centre for individual member assistance.
- Maintain member confidentiality.

Action points for principals

- Ensure the employee is advised of their unsatisfactory performance in writing.
- Ensure the employee is advised that they may have a support person or representative of their choice at any meetings.
- Ensure the employee has the opportunity to respond.
- Ensure, after consideration of the employee's response, that the employee is notified in writing of the decision that performance is either satisfactory or continues to be unsatisfactory, in accordance with the procedures in Schedule 5.
- Ensure the employee is provided with a period of monitoring and support if needed and that written records of support provided and meeting records are maintained and provided to the employee.
- Contact the AEU for further advice.

Work dimensions and range reviews

Schedule 4, page 119

Clause 18(8), page 68

Schedule 4 outlines the Dimensions of Work, which reflect the work value of tasks at each range: ES Level 1, Range 1–5; and ES Level 2, Range 6.

Range review

A 'range review' is conducted to examine the work value of an ES position. It can occur when there have been changes or where the employee believes they have been incorrectly classified. A range review can be conducted when there are changes to duties or positions.

ES staff who believe they are working at a higher level than their current range or have seen a change in their duties and responsibilities to such an extent that there has been an increase in work value, can request a range review and seek to move to a higher range. Requests must be made in writing and must be considered by the principal in relation to the position's work value. The principal must advise the employee of the outcome of the review within 28 days of initiation of the review.

There are three possible outcomes from a request for range review or reclassification:

1. The principal agrees the position is of a higher level and moves the employee to the higher salary range.
2. The principal agrees the position is of a higher level but cannot fund or does not require work at this level and so removes the higher level duties.
3. The principal decides the position is correctly classified to the current level.

Where the principal agrees the position is of a higher level and moves the employee to the higher salary range, there is no requirement to advertise the position. Where the change occurs, the effective date for the movement to the higher salary range will be on, and from, the first pay period after the date of the employee's application for review or the date the employee was directed to undertake the duties of the higher range, whichever is earlier. Where the principal does not agree to the position being classified at a higher level and the employee

disagrees with the decision, then the ES can seek a review of that decision at the Merit Protection Board.

ES employees considering requesting a range review should visit the AEU website. If further support is needed, contact your organiser or the Member Support Centre.

Changes from the previous agreement

- Student supervision requirements for ES are more prescriptive.
- ES staff at Level 1, Ranges 1 and 2 can no longer be required to supervise students in groups larger than four students.
 - ES staff at Level 1, Ranges 3 to 5 and Level 2 Range 6 can only be required to supervise students in groups larger than four if it is an integral part of their job.
- The following positions/work must now be classified at a minimum of Range 3:
 - instrumental music instructors (as distinct from instrumental music teachers), dance instructors, sports coaches
 - business managers and occupational health and safety managers
 - positions that require a qualification at AQF 7 (or equivalent) or above
 - staff managing a science laboratory, library, or IT functions, or where they are the school's sole technician
 - VET co-ordinators, VASS co-ordinators, and career advisors.
- School nurses have a roles and responsibilities statement as outlined in Schedule 3.

Action points for AEU and consultative committee representatives

- Ensure a copy of the revised Dimensions of Work is accessible to all ES employees so they can assess whether the work they do is consistent with their range and salary level.
- Ensure that each ES member's work is consistent with their range and salary level.
- Where an ES member views their work as not consistent with their range and salary level, support them with raising the matter with the principal directly or with requesting a range review.

Action points for principals

- Ensure that each staff member's work is consistent with their salary level as outlined in the Dimensions of Work in Schedule 4.
- Respond to range review requests in writing within 28 days.

Acknowledgement of Country

This agreement was written on the land of the Wurundjeri people of the Kulin Nation and includes the voices and contributions of First Nations educators from Nations across Australia. We acknowledge and pay our respects to all Aboriginal and Torres Strait Islander peoples and Traditional Custodians throughout Victoria, including Elders past, present, and emerging First Nations leaders.

Title

- 1 This agreement will be known as the Victorian Government Schools Agreement 2022.

Arrangement

- 2 This agreement is arranged as follows:

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Dimensions of Work – Education Support Class	Schedule 4	119
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Supported Wage	Schedule 6	130

Incidence and Parties Bound

- 3 This agreement will apply to and be binding upon:
 - the State of Victoria;
 - all persons employed in the Victorian Teaching Service; and
 - any union noted by the Fair Work Commission in its decision to approve the agreement.

No Further Claims

- 4 This agreement is made in settlement of all claims arising from the Unions' logs of claims. There will be no further claims made or industrial action taken on matters within this agreement during the term of the agreement with no further salary increases, if any, before 31 December 2025. Any deed that is agreed under clauses 22(4)(b)(iv), 22(5)(b)(ii) and/or 22(7)(c)(ii) does not constitute a further claim for the purposes of this clause.

Date and Period of Operation

- 5 This agreement will commence to operate on the seventh day after the date of the notice from the Fair Work Commission notifying that the agreement has been approved and its nominal expiry date will be 31 December 2025.

Definitions

- 6 In this agreement:

"assistant principal" means a person occupying, or for the time being performing the duties of, the position of assistant

principal of a government school;
"classroom teacher" means a person employed in the Victorian Teaching Service for teaching in a government school but does not include a teacher's aide or teacher's assistant;

"domestic partner" of an employee means a person to whom the employee is not married but with whom the employee is living as a couple on a genuine domestic basis (irrespective of gender);

"education support class employee" means a person employed in the education support class in the Victorian Teaching Service;

"employee" means a person covered by this agreement and employed under Part 2.4 of the *Education and Training Reform Act 2006* (Vic);

"executive class" means a person employed in the executive class created within the Victorian Teaching Service;

"Employer" means the Secretary to the Victorian Department of Education and Training or its successor or any person nominated to act on the Secretary's behalf;

"enrolment" means, for the purpose of this agreement, the enrolment predictions of the Employer using a methodology agreed between the Employer and the relevant Union(s);

"face-to-face teaching" in relation to a particular teacher means regular timetabled teaching sessions in a documented course of study approved by the Employer for which the teacher has primary responsibility for educational delivery and includes sessions of direct student instruction timetabled or required by the Employer for curricular or pastoral functions involving student supervision, student counselling and consultation;

"fixed term employee" means a person covered by this agreement and employed under Part 2.4 of the *Education and Training Reform Act 2006* (Vic) with a date fixed for the conclusion of that employment;

"government school" means any school established and conducted under Part 2.2 of the *Education and Training Reform Act 2006* (Vic);

"leading teacher" means a teacher occupying, or for the time being performing the duties of, a leading teacher position in the Victorian Teaching Service;

"learning specialist" means a teacher occupying, or for the time being performing

the duties of, a learning specialist position in the Victorian Teaching Service;

"liaison principal" means a person employed in the principal class under Division 3 of Part 2.4 of the *Education and Training Reform Act 2006* (Vic) other than a principal or assistant principal;

"ongoing employee" means a person covered by this agreement and employed under Part 2.4 of the *Education and Training Reform Act 2006* (Vic) with no date fixed for the conclusion of that employment;

"paraprofessional" means a person who has not completed an approved course of teacher training who has been granted permission to teach under the *Education and Training Reform Act 2006* (Vic), and who performs the duties of a teacher or any other person employed to assist teachers in the performance of their duties. Where this agreement makes provision for and in respect of a teacher the provision will, unless inconsistent, apply to a paraprofessional;

"principal" means a person occupying, or for the time being performing the duties of, the position of principal of a government school;

"promotion" means the permanent movement of an ongoing employee from one position to another position in the Victorian Teaching Service with a higher attainable maximum salary;

"Schedules" means the Schedules to this agreement;

"special payment" means any payment in the nature of an allowance or incentive as provided for by clauses 20(1)-(4);

"spouse" of an employee means a person to whom the employee is married or a domestic partner;

"staff" means any person covered by this agreement who is employed within a Victorian government school;

"teacher" means a classroom teacher, leading teacher or learning specialist employed in the Victorian Teaching Service and, where relevant, a paraprofessional;

"transfer" means the permanent movement of an ongoing employee from one position to another position in the Victorian Teaching Service with the same or lower attainable maximum salary;

"union(s)" means any union noted by the Fair Work Commission in its decision to approve this agreement;

"Victorian Teaching Service" means the Teaching Service established in accordance

with Part 2.4 of the *Education and Training Reform Act 2006* (Vic).

Preamble

- 7 (1) This agreement between the State of Victoria (Department of Education and Training), the employees covered by this agreement and the union(s) is made to enhance the employment interests of persons employed in Victorian government schools consistent with the Victorian Government's commitment to a high-quality, universally accessible public education system.
- (2) The overall impact of the agreement will be monitored through the life of the agreement in terms of any unintended outcomes. This agreement may be amended in accordance with the requirements of the *Fair Work Act 2009* (Cth).
- (3) This agreement is not intended to exclude any part of the *National Employment Standards* in so far as the Standards apply to employees, or to provide any entitlement which is detrimental to an employee's entitlement under the *National Employment Standards*. For the avoidance of doubt, the *National Employment Standards* (to the extent the Standards apply) prevail to the extent that any aspect of this agreement would otherwise be detrimental to an employee.
- (4) For the purposes of this agreement, in relation to employees who are employed in non-school work locations, references to 'the principal' are to be read as references to 'the Regional Director', and references to 'school' are to be read as references to 'non-school work location'.

- 8 (1) The parties agree that the following salary increases will be payable to employees with effect from the first pay period commencing on or after the dates indicated:

1 January 2022	1.0%
1 July 2022	1.0%
1 January 2023	1.0%
1 July 2023	1.0%
1 January 2024	1.0%
1 July 2024	1.0%
1 January 2025	1.0%
1 July 2025	1.0%

- (2) The parties agree that the structural adjustments set out in the column of each table in schedule 1 titled '24/12/21' will be payable to employees with effect from the first pay period commencing on or after 24 December 2021.

Objectives

- 9 The objectives of this agreement are to facilitate:
- (1) An ethos and a culture that values excellence and high standards of achievement and ensures the highest standards of work including the quality of teaching and learning.
 - (2) The development and implementation of policies and employment arrangements that best supports the delivery of high quality educational programs.
 - (3) The implementation of strategies that address attraction and retention issues including the capacity to offer differential benefits to attract and retain staff in rural and regional Victoria and hard to staff schools.
 - (4) The flexibility required by schools, operating within a state-wide framework and consistent with this agreement, to deliver improved educational outcomes.
 - (5) Highly effective leadership and support to principals as key educational leaders.
 - (6) That employees have the opportunity to perform all of their duties within a reasonable timeframe and have fair and reasonable conditions.

Commitments

- 10 Increasing the educational attainment of all Victorian children requires a commitment by the Employer to support employees to fulfil their responsibilities in the professional contexts in which they work. This requires all employees to maintain the currency of their knowledge base in order to adapt to meet the diverse nature of the student cohorts who attend government schools. Therefore the parties bound to the agreement are committed to the following:
- (1) Building on the achievements of the Victorian government school system.
 - (2) System and school reform that leads to an improvement in the educational opportunities and outcomes for all young Victorians.
 - (3) An education system that deploys and

- maximises its resources to benefit all young Victorians.
- (4) A policy and funding environment that recognises the differential needs of students and schools in order to achieve high quality outcomes for all students.
 - (5) Principals using their devolved authority to effectively manage, develop and support their workforce to ensure that the quality of their work continues to improve and impacts positively on the attainment of their students.
 - (6) Performance and development processes that recognise and affirm high performance, address underperformance and value continuous high quality professional learning.
 - (7) Collaboration, peer observation, coaching, planning, preparation, and assessment as key elements of professional practice.
 - (8) The parties recognise that employees sometimes face situations of work-related violence, sexual harassment and gendered violence that may affect their attendance or performance at work. The parties are committed to creating and maintaining positive school climates that are safe, healthy and inclusive places for learning and work.
 - (9) The parties recognise that Aboriginal and/or Torres Strait Islander employees may experience racism and environments that are culturally unsafe. The parties are committed to eliminating racism from schools and creating inclusive workplaces including the provision of ongoing cultural awareness training in all workplaces.
 - (10) The parties recognise that communications that create an expectation that employees work beyond their normal hours may have an adverse effect on the wellbeing of employees. The parties are committed to working together to create and maintain an environment that enables employees to perform their duties at reasonable times of the working day.
 - (11) The parties agree that the Employer may amend the policies and procedures referred to in clauses 13(3)(e), 21(3)(b), 21(3)(c) and 30, and the Employer undertakes to consult with the union(s) in relation to any such amendments.

Industrial Relations Principles

- 11 The parties commit themselves to the following industrial relations principles:
 - (1) Cooperative and consultative relationships between management, employees and the union(s).
 - (2) Management, employee and union relationships based on mutual respect, trust and preparedness to consider alternative viewpoints.
 - (3) Negotiations involving a mutual problem-solving approach focusing on long term gains for all parties.
 - (4) To work within a progressive industrial relations culture to create a system of highly effective schools with effective workplace practices.
 - (5) Recognition of an appropriate role for workplace representatives (including sub branch representatives if one exists at the school) to provide representatives with an opportunity to participate in the Employer's induction process at the school such that those employees can be made aware of the role of the union and their right to join the union, and the terms and conditions contained in this agreement.
 - (6) Maintaining secure employment arrangements and eliminating forms of precarious work arrangements.

School based Consultation

- 12
 - (1) Staff morale and employee job satisfaction are enhanced where the views of employees are taken into account before decisions are made. Consultative arrangements will be established that ensure the principal's responsibility, as the Employer's representative, to make school-based decisions is carried out in a framework that enables staff to have input into the decisions that affect their working life, including changes that impact their workload.
 - (2) The principal, as the Employer's representative, has ultimate administrative and operational responsibility for decisions at the school, provided that these decisions are made in accordance with the consultation principles outlined below.
 - (3) For the purpose of this clause the parties adopt the following comments made by Smith C. in *CPSU, the Community and*

Public Sector Union v Vodafone Network Pty Ltd (Print PR911257):

'Consultation is not perfunctory advice on what is about to happen. This is common misconception. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker... Consultation is not joint decision-making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision making process to be informed, particularly as it may affect the employment prospects of individuals.'

- (4) (a) (i) The principal, as the Employer's representative, must put in place formal staff consultative arrangements that ensure school staff have the choice and opportunity to be involved in the consultative process in the school. The consultative arrangements must allow for the representation of employees for the purposes of consultation and the input of the union sub branch, if one exists at the school.
- (ii) The consultative arrangements must be agreed at the school no later than 1 September to commence from term 4 for the following twelve months.
- (iii) As a minimum the agreed consultative arrangements will include the following:
- the consultative structure;
 - the operational procedures including the chair, and schedule of meetings;
 - the arrangements to enable committee members (where the structure involves a committee) the opportunity and time to canvass views in their school
 - time release for one union nominee to enable consultation with the union sub branch, which must not be less than provided in

- subclause (4)(d)(iii);
 - the treatment of confidential material as it relates to employees of the school; and
 - the method of recording and communicating decisions to staff.
- (b) Each school will report to the Employer whether consultative arrangements have been agreed under subclause (a).
- (c) Where a school reports that consultative arrangements have not been agreed, the matter will be considered by a nominee of the Employer and a nominee of the union(s) who will determine whether, in the particular circumstances, agreed arrangements can be implemented or the arrangements set out in subclause (d) are to apply.
- (d) Where it is determined under subclause (c) that agreed consultative arrangements cannot be implemented in any particular school the following consultative arrangements will apply from the commencement of term 4:
- (i) A consultative committee will be established for the purposes of subclauses (5) and (6) comprising:
- the principal, as the Employer's representative;
 - two nominees of the principal or in the case of a multi campus school one nominee of the principal from each campus;
 - two staff members elected by and from the total staff or in the case of a multi campus school one staff member from each campus;
 - one union nominee determined by the union(s) at the school or in the case of a multi campus school one union nominee from each campus;
- provided that in schools with ten or fewer staff all staff will comprise the consultative committee.

- (ii) The consultative committee established under subclause (i) will provide final advice/recommendations to the principal prior to the principal, as the Employer's representative, making decisions on matters covered by subclause (5).
- (iii) The consultative committee established under subclause (i) will operate as follows:
- The term of office of committee members will be twelve months;
 - The consultative committee will be chaired by the principal, as the Employer's representative;
 - The consultative committee will meet at least four times per term at no more than fortnightly intervals;
 - Consultative committee meetings will be scheduled within the normal attendance times, without disruption to the school program, and enable all members to attend;
 - The consultative committee meeting agenda will be emailed to members of the committee at least three days prior to the meeting and urgent/late items may be considered unless opposed by the majority of the committee;
 - The consultative committee will discuss the matters listed in clause (5);
 - When confidential matters are discussed by the committee, all members of the committee are bound by that confidentiality;
 - A record of each meeting of the consultative committee will be kept. The record will contain decisions made and any recommendations/advice contrary to the decision;
 - Thirty hours' time release commencing from term 4 for the following twelve months for one union nominee to enable consultation with the union sub branch;
- The decisions and/or recommendation(s) of consultative committee meetings will be recorded in writing and communicated to staff.
- (iv) Where a principal makes a decision which is inconsistent with the advice/recommendation (if a recommendation is made) of the consultative committee, the principal will provide reasons for the decision in writing to the committee members within 5 working days.
- (v) Where a principal makes a decision which is inconsistent with the advice/recommendation (if a recommendation is made) of the consultative committee, the decision will not be implemented until the reasons for the decision have been communicated in writing to the committee members in accordance with subclause 4(d) (iv).
- (5) (a) For the purposes of this clause: **"long-term planning"** means:
- development of workforce plans;
 - the planning and organisation of the program of instruction in the school (including the timetable and allocation of allotments and classes, transition arrangements, and any changes to school programs, including avoiding grade splitting where possible);
 - organisation of teacher work consistent with clause 22, including time in lieu for activities as set out in clause 24;
 - organisational duties, including the allocation of time release and/or an allowance for the duty as set out in clause 22(11);
 - organisation of education support class work, including

time in lieu for any work required outside the ordinary hours of work consistent with clause 24(9) and time to participate in the performance and development process;

- organisation of teacher work in their first twelve months of teaching;
- the recognition of the work performed by an Aboriginal and/or Torres Strait Islander employee associated with a cultural responsibility;
- the schedule of meetings occurring in addition to the seven hours attendance requirement set out in clause 24(3)(a);
- organisation of classes including class sizes. In determining class sizes, staff or the union at the school may provide the principal, as the Employer's representative, with alternatives and, following consultation, staff or the union at the school may request that the principal provide reasons in circumstances where the principal, as the Employer's representative, determines class sizes in excess of the planning guidance set out in clause 25(3);
- the structure of selection and other panels for the purpose of making recommendations to the principal;
- the process for access to external professional development opportunities.

"workforce plan" means a document setting out the projected staffing needs of a school having regard to factors such as the education program of the school, predicted enrolment increase or decrease, predicted staff absences due to leave or other reasons and any predicted departures of existing staff and the consequent mix of ongoing and fixed term teaching and non-teaching staff and the number of fixed term employees eligible for translation to ongoing employment in accordance with clauses 21(2)(f) to (h).

(b) Following receipt of the indicative school student resource package the principal, as the Employer's representative, is to use the consultation arrangements set out in subclause (4) in making decisions about matters related to the long-term planning for the following school year, including the workload impact, if any, of proposed changes.

(c) As far as is practicable the principal, as the Employer's representative, will determine the matters related to the long-term planning for the following school year as early as possible in term 4 and provide staff with a copy of those decisions in writing by the end of the last week in November.

(d) Any variations to long term planning decisions made under subclause (5) (c) must occur in accordance with the consultation provisions set out in subclause (4).

(6) As part of the consultative arrangements the principal, as the Employer's representative, will ensure that workforce planning information is available to staff to allow informed consultation to occur. Subject to complying with the requirements of the *Privacy and Data Protection Act (Vic) 2014* such information should include:

- school strategic plan (or its equivalent);
- high level school student resource package data. This requirement is satisfied where the following documents (or their successors) are provided: *SRP Indicative Allocations, Management Report* generated by the *SRP Planner* and *SRP Confirmed Allocations*; and
- anticipated enrolments and staff movements.

For the avoidance of doubt, this clause does not require the principal, as the Employer's representative, to provide individual employee information (other than an employee's name and teaching method).

(7) Assistant principals will be consulted in accordance with the school based consultative arrangements set out in sub-clauses (1) to (6).

Grievance Resolution

- (8) (a) Where the union at the school does not support a decision made under subclause (5)(c), the union at the school should inform the principal, as the Employer's representative, not later than five working days after the principal's decision of its objections, including the reasons for those objections, and provide the principal, as the Employer's representative, with the opportunity to resolve the matter at the school.
- (b) Where the notification requirements of subclause (5)(c) have been met a grievance on the long-term planning cannot be lodged any later than the time frame set out in subclause (a).
- (c) Notwithstanding subclauses (a) and (b), where a principal, as the Employer's representative, varies any decision made under subclause (5)(c) in the following school year or where the notification requirements of subclause (5)(c) have not been met a grievance on the long-term planning may be lodged no later than five working days after the principal's decision has been communicated to staff.
- (9) Where the union at the school considers that the matter cannot be resolved at the school the union at the school should inform the principal, as the Employer's representative, and may refer the matter to the union within five working days of that notification.
- (10) Where the union considers that the grievance cannot be resolved at the school it may refer the grievance to the Employer for resolution. In lodging a grievance the union is to ensure the following information is provided to the Employer:
- clear statement of the subject of the grievance
 - where the union has a sub-branch at the school, evidence that the sub-branch at the school has supported the lodging of the grievance
 - reasons why the decision is not supported and, if applicable, the reasons why the decision is inconsistent with this agreement

- the outcome sought by the union at the school.

- (11) Where a grievance relating to a decision affecting the long-term planning of the school is lodged, the decision is not to be implemented and a mutually acceptable holding position should be worked out by agreement between the parties to the grievance. Any such holding position will be evidence of good faith only and will be without prejudice to the resolution of the dispute.
- (12) The parties agree that one nominee of the Employer and one nominee of the union will consider the grievance referred by the union and determine a resolution that will be binding on all parties at the school. As far as is practicable the matter will be determined within ten working days of receiving a reference from the union.
- (13) Where the matter cannot be resolved, the matter may be referred by either party to the Fair Work Commission for conciliation and, if the matter is still not resolved, arbitration.

Consultation at Non School Work Locations

- (14) (a) Regional Directors, as the Employer's representative, must put in place formal staff consultative arrangements that ensure regional teaching service staff (including visiting teachers and Koorie Education Support Officers) have the choice and opportunity to be involved in the consultative process in the region.
- (b) The Regional Director, as the Employer's representative, has ultimate administrative and operational responsibility for decisions at the relevant workplaces, provided that these decisions are made consistent with the consultation requirements outlined in clauses 12(1) to 12(7). For the purposes of this subclause (14)(b), references in clauses 12(1) to 12(7) to 'the principal' are to be read as references to 'the Regional Director', and references to 'school' are to be read as references to 'regional work location'.

- (15) (a) Where the union at the work location does not support a decision made under subclause (14), the union at the work location should inform the Regional Director of that Region, as the Employer's representative, not later than five working days after the decision made under subclause (14) of its objections, including the reasons for those objections, and provide the Regional Director, as the Employer's representative, with the opportunity to resolve the matter at the work location.
- (b) Where the union at the work location considers that the matter cannot be resolved at the work location the union at the work location should inform the Regional Director, as the Employer's representative, and may refer the matter to the union within five working days of that notification for resolution using the procedures set out in subclauses 12(10) to 12(13). For the purposes of this subclause (15)(b), references in subclauses 12(10) to 12(13) to 'the principal' are to be read as references to 'the Regional Director', and references to 'school' are to be read as references to 'regional work location'.

Principal Consultation

- (16) (a) Consistent with clause 12(3), where the Employer proposes to introduce a change that may impact the workload required of principals, the Employer will consult with principals and their union(s) about that change, and its impact on workload and give consideration to matters raised by principals and their union(s) prior to the decision to implement any change.
- (b) For the purpose of consultation under subclause (16)(a) the employer will provide the relevant employees and their union(s) with information, in writing, about the nature of the change and the expected effects of the change on the employees and their workload.

Major change or change to regular rosters and ordinary hours of work

- (17) The provisions of clause 12 do not apply to consultation in relation to major workplace changes that are likely to have a significant effect on employees, or changes to regular rosters or ordinary hours of work of employees, to which the provisions of clause 29 instead apply. For the avoidance of doubt the expression "regular roster" does not include school timetables.

Classification Structure

- 13 (1) (a) The classification structure in Victorian government schools will be as follows:

Executive Class

Principal Class

- principal
- assistant principal
- liaison principal

Teacher Class

- leading teacher
- learning specialist
- classroom teacher

Paraprofessional Class

Education Support Class

- (b) Relevant data in relation to the number of leading teacher and learning specialist employees will be provided to the union on a quarterly basis.
- (2) Movement from any classification level to any higher classification level will be by promotion.

Performance and development

- (3) (a) Each employee will have an agreed performance and development plan and in the absence of an agreed plan the employee's performance will be assessed against demonstrated achievement against school priorities and Departmental criteria appropriate to the employee's classification level and remuneration or salary range. The performance and development

- plan will cover the school year unless otherwise agreed with the employee and a performance review will be undertaken at the end of each school year.
- (b) Salary progression is not automatic. All employees will be assessed annually based on demonstrated achievement against school priorities and Departmental criteria appropriate to each classification level and remuneration or salary range. Relevant data will be used.
- (c) The salary progression cycle is common to all employees commencing on 1 May each year and concluding on 30 April in the following year.
- (d) The number of eligible employees who progress through their respective salary scales will be determined solely on the basis of their performance and development assessment and the Employer will not impose a quota on the number of employees who can progress in any year. Notwithstanding subclause (g), no lump sum payment will be made to any employee as a result of the performance and development assessment.
- (e) Employees, other than those in the principal class, may be considered for accelerated salary progression within their school in accordance with procedures determined by the Employer.
- (f) Notwithstanding subclauses (h) and (i), an employee with less than six months' eligible service at a particular salary subdivision in any particular progression cycle will not be eligible for salary progression. For teachers approved teaching experience gained whilst absent on leave without pay is included as eligible service in any particular progression cycle.
- (g) A teacher who commences employment at subdivision 1-1 prior to 1 May in any year will be paid a lump sum on progression to subdivision 1-2 in the following year as set out below:

Commence- ment on or before	Lump sum payment			
	2022	2023	2024	2025
1 November	\$0	\$0	\$0	\$0
1 December	\$883	\$842	\$859	\$876
1 January	\$662	\$675	\$688	\$702
1 February	\$496	\$506	\$516	\$527
1 March	\$331	\$337	\$344	\$351
1 April	\$165	\$169	\$172	\$176

- (h) For employees, other than those in the principal class, where the requirements for salary progression are not met, salary progression will not occur for that progression cycle provided that the employee has been:
- notified in writing of:
 - the standards of performance that are expected;
 - the areas of the employee's performance that do not meet the required standards;
 - the consequences of continued or repeated failure to meet these standards; and
 - given the opportunity to enable improvement in performance to the required standard.
- (i) If the notice under subclause (h)(i) is issued on or after 1 March salary progression in that cycle must be granted.
- (j) (i) When it is considered that an employee's performance is unsatisfactory, the unsatisfactory performance procedures set out in Schedule 5 should be implemented.
- (ii) Subject to the notice requirements set out in subclauses (h) and (i), and notwithstanding clauses 15(3), 16(4), 17(3) and 18(3), an employee is not eligible for salary progression during any period that an employee is the subject of unsatisfactory performance procedures.

- (k) The Employer undertakes that the existing performance and development process will continue to apply for salary progression purposes and the Employer will consult the union(s) regarding the development of any new performance and development process.
- (4) An employee promoted, transferred or employed to a position will be paid from the effective date of the promotion, transfer or employment as the case may be. Provided that if an employee changes their time fraction, other than by promotion, transfer or employment the change in proportionate salary will commence from the date of effect of the changed time fraction.
- (5) The Employer may determine the salary of any employee for whose circumstances no provision is made.

Translation

- (6) (a) On the date this agreement commences to operate, education support class employees at level 1 ranges 1 and 2 (other than those employees at range 1 who are participating in formal trainee or cadetship programs or targeted employment programs), will translate to the revised education support class classifications as follows:

Classification & sub-division prior to agreement commencement	Classification & sub-division on agreement commencement
Range 2	Range 2
2-5	2-8
2-4	2-7
2-3	2-6
2-2	2-5
2-1	2-4
Range 1	
1-5	2-3
1-4	2-2
1-3	2-1
1-2	2-1
1-1	2-1

- (b) Education support class employees at range 1 who are participating in formal trainee or cadetship programs or targeted employment programs will translate to the revised education support class classifications as follows:

Classification & sub-division prior to agreement commencement	Classification & sub-division on agreement commencement
Range 1	Range 1
1-2	1-2
1-1	1-1

Executive Class

- 14 Persons employed within the executive class in the Victorian Teaching Service have coverage under this agreement with their terms and conditions set by contract.

Principal Class

- 15 (1) (a) The principal class will comprise the following classifications:
- (i) One classification of principal with five salary ranges as follows:
 - range 6
 - range 5
 - range 4
 - range 3
 - range 2
 - (ii) One classification of assistant principal with four salary ranges as follows:
 - range 4
 - range 3
 - range 2
 - range 1
 - (iii) One classification of liaison principal with six salary ranges as follows:
 - range 6
 - range 5
 - range 4
 - range 3
 - range 2
 - range 1
- (b) The salary range for each principal position will be determined by the Employer but will not be less than the salary range determined by the

school budget in each of the next four years based on the following budget parameters:

Salary range	Minimum School Budget			
	2022	2023	2024	2025
2	\$0	\$0	\$0	\$0
3	\$1,584,175	\$1,615,859	\$1,648,176	\$1,681,139
4	\$3,696,412	\$3,770,340	\$3,845,747	\$3,922,662
5	\$9,200,402	\$9,384,410	\$9,572,098	\$9,763,540
6	\$14,630,616	\$14,923,228	\$15,221,693	\$15,526,127

For the purposes of the table above, "school budget" means the individual school Student Resource Package (SRP) excluding:

- the Department's superannuation contribution
 - WorkCover premium
 - Commonwealth funds that cannot be anticipated to continue for more than two years
 - Locally raised funds.
- (c) Principal class employees other than members of a defined benefit scheme will be paid the salary specified in Schedule 1 for their salary range.
- (d) Principal class employees who are members of a defined benefit scheme will be paid total remuneration calculated in accordance with the following formula

$$\frac{\text{Salary as determined by subclause (c)} \times 109.5}{100}$$

For the purposes of this subclause "total remuneration" includes cash salary, the amount paid by the Employer as the employer contribution to a statutory superannuation fund or other complying superannuation fund on behalf of the employee and any optional benefits the employee may have elected to include in the remuneration package such as a novated lease vehicle.

Commencement salary on employment

- (2) Unless otherwise determined by the Employer, a principal class employee will commence employment at the minimum salary as set out in Schedule 1 for the salary range that was advertised.

Salary review

- (3) (a) (i) The salary range of a principal will be reviewed each year in the context of any changes to the school budget (including consideration of budgets of co-located services).
- (ii) A salary review under subclause (a)(i) may result in:
- movement to a higher or lower salary range; or
 - no change,
- provided that a principal cannot be moved to a salary range lower than the salary range determined on appointment to that position.
- (b) (i) Separate to any review under subclause (a), a principal class employee may request, or the Employer may initiate, a review of a principal class employee's salary. Any such request must be in writing.
- (ii) A review arising under subclause (i) will be conducted in the context of any changes to the work value of the position and the performance of the principal class employee and where practicable the principal class employee will be advised of the outcome of the review within 28 days of the request or initiation of the review.
- (iii) A review under subclause (i) may result in movement to either a higher or lower salary range or no change to the salary range, provided that the outcome of such a review cannot result in a salary range below the principal class employee's salary range on appointment to that position.
- (iv) Where the review under subclause (i) results in a higher salary range the effective date

of the movement to the higher salary range will be the first pay period commencing on or after either: the date of the principal class employee's application for review; or the date the principal class employee was directed to undertake the duties of the higher range, whichever is the earlier.

- (c) On movement to a higher salary range within the principal class following a review under sub-clause (a) or (b), a principal class employee's salary will be determined in accordance with one of the following:
 - (i) the minimum salary of the higher salary range or the principal class employee's current salary, whichever is the higher; or
 - (ii) such higher rate as determined by the Employer.
- (d) Provided that the salary determined in accordance with sub-clause (c) cannot exceed the maximum salary specified in Schedule 1 for the relevant salary range.

Salary on transfer or promotion

- (4) On movement to a higher salary range a principal class employee's salary will be determined in accordance with one of the following:
 - (a) the minimum salary as set out in Schedule 1 of the higher salary range or the principal class employee's current salary whichever is the higher; or
 - (b) such higher rate as determined by the Employer, provided that the salary determined in accordance with this subclause cannot exceed the maximum salary of the relevant salary range as set out in Schedule 1.
- (5) A principal class employee transferred to a position within the same salary range will be paid at the same salary provided that the salary determined cannot exceed the maximum salary of the relevant salary range as set out in Schedule 1.
- (6) A principal class employee transferred

to a position at a salary range lower than the principal class employee's salary range will be paid a salary determined by the Employer. Provided that the salary determined in accordance with this subclause cannot exceed the maximum salary of the relevant salary range as set out in Schedule 1.

General

- (7) If a principal class employee is engaged in full-time duties not connected with the school to which the employee is appointed, the Employer may determine the principal class employee's salary, provided the salary is not less than that set out in the employee's contract of employment.
- (8) Where a principal's contract is not renewed the employee will be appointed as an assistant principal and paid within salary range 2, for a period of three years.
- (9) Where a principal class employee's contract (other than a principal) is not renewed the employee will be appointed to the following classification level for the period specified:
 - (a) if the substantive salary of the principal class employee is above salary range 2, the person will be appointed as an assistant principal and paid within salary range 2, for a period of three years; or
 - (b) if the substantive salary of the principal class employee is at salary range 1 or range 2, the person will be appointed as a leading teacher for a period of three years.

Teacher Class

- 16 (1) The teacher class will comprise the following classifications:
 - leading teacher - range 3
 - learning specialist - range 3
 - classroom teacher - range 1 and range 2.
- (2) Teachers will be paid the salaries specified in Schedule 1.
- (3) Advancement from classroom teacher salary range 1 to classroom teacher salary range 2 will be subject to the teacher satisfying the requirements of salary range 2.
- (4) Subject to subclause 13(3)(c), within the

teacher classification levels stated in Schedule 1, salary progression will be from the appropriate minimum, through the subdivisional range, to the maximum subdivision of that classification level.

- (5) At the expiration of a leading teacher or learning specialist's appointment the employee will become a classroom teacher at salary subdivision 2-6 unless:
 - (a) the employee's appointment as a leading teacher or learning specialist is renewed; or
 - (b) the employee is selected for transfer or promotion to another position on or before the effective date of the expiration of the term of appointment as a leading teacher or learning specialist. Provided that where the expiration of the term of appointment occurs at the end of a school term and the transfer or promotion does not take effect until the commencement of the following school term the person will be paid at the leading teacher or learning specialist level during that school vacation period.

Commencement salary on employment

- (6) (a) For the purposes of this clause "approved teaching experience" means completed years of full time or equivalent full time teaching experience approved by the Employer and gained subsequent to completion of an approved four-year course or longer of teacher training.
- (b) Approved teaching experience includes teaching experience gained whilst employed as a teacher in:
 - (i) a Victorian registered school or a kindergarten including teaching experience as a casual relief teacher in a Victorian registered school on or after 1 January 2005;
 - (ii) a school or a kindergarten of another Australian state or territory that is approved in accordance with the requirements of the relevant state or territory to provide instruction at K-12 or part thereof; and/or

- (iii) an international school equivalent to an Australian P-12 school setting.

- (7) Unless otherwise determined by the Employer, a leading teacher or a learning specialist will commence employment at the minimum salary level specified for leading teacher or learning specialist in Schedule 1.
- (8) The commencing salary on employment as a classroom teacher will be determined in accordance with subclause (a), (b) or (c) below, whichever results in the higher commencing salary as follows:
 - (a) subdivision 1-1 for a classroom teacher at salary range 1 or 2-1 for a classroom teacher at salary range 2 as stated in Schedule 1;
 - (b) the current equivalent of the salary subdivision as stated in Schedule 1 received by the teacher on the last day of the employee's most recent employment as a teacher in the Victorian Teaching Service. Provided that where the salary in the former employment in the Victorian Teaching Service was determined incorrectly or is inconsistent with normal salary progression for a classroom teacher, the teacher's commencing salary will be determined in accordance with subclause (c); or
 - (c) salary subdivision 1-1 plus a salary subdivision for each year of approved teaching experience up to a maximum of subdivision 2-6. Provided the salary determined cannot be higher than the salary determined under subclause (b) except where the teacher has gained approved teaching experience subsequent to the employee's last date of separation from the Victorian Teaching Service.
- (9) Notwithstanding subclauses (7) or (8), the Employer may determine that a teacher will commence at a subdivision other than the minimum.
- (10) The commencing salary determined in accordance with subclause (9) cannot be less than the salary determined under subclause (7) or (8) and cannot exceed the maximum salary specified in

Schedule 1 for the relevant classification of teacher.

Salary on Promotion or Transfer

- (11) On promotion a teacher will be paid at the minimum salary specified for the position in Schedule 1. Provided that, where prior to the effective date of promotion, the teacher had been in receipt of salary (including any higher duties allowance) at or above the minimum salary of the higher position within the current period of service the salary on promotion will be at that higher level.
- (12) On transfer a teacher will be paid at their current salary subdivision or the minimum commencing salary of the position whichever is the higher. Provided that:
- (a) unless otherwise determined by the principal, the salary of an employee whose salary has been accelerated in accordance with subclause 13(3) (e) will be the salary subdivision that would have applied had acceleration not been approved;
 - (b) the salary of a leading teacher or learning specialist transferred to a position at a lower classification level will be the salary subdivision determined as if all of the leading teacher or learning specialist's service at or above that lower classification level had been at that lower salary classification level.
- (13) The salary determined in accordance with subclause (11) or (12) cannot exceed the maximum salary of the position.

Paraprofessional Class

- 17 (1) The paraprofessional class will comprise two classification levels each with two salary ranges as follows:
- Paraprofessional Level 2
 - range 4
 - range 3
 - Paraprofessional Level 1
 - range 2
 - range 1
- (2) Paraprofessionals will be paid the salaries specified in Schedule 1.
- (3) Subject to subclause 13(3)(c), within the paraprofessional classification levels stated in Schedule 1, salary progression

will be from the appropriate minimum, through the subdivisional range, to the maximum subdivision of that classification level.

Commencement salary on employment

- (4) (a) (i) A paraprofessional employed in response to a classroom teacher vacancy will be offered employment at either salary range 1 or 2
- (ii) A paraprofessional employed in response to a leading teacher or learning specialist vacancy will be offered employment at either salary range 3 or 4 as determined by the Employer having regard to the role and responsibilities the paraprofessional will undertake.
- (b) Unless otherwise determined by the Employer, a paraprofessional will commence employment at the minimum salary level specified in Schedule 1 for the relevant paraprofessional salary range.
- (c) Notwithstanding subclause (b), the Employer may determine that a paraprofessional will commence at a subdivision other than the minimum.
- (d) The commencing salary determined in accordance with subclause (c) cannot be less than the salary determined under subclause (b) and cannot exceed the maximum salary specified in Schedule 1 for the relevant salary range.

Salary on Promotion or Transfer

- (5) On promotion a paraprofessional will be paid at the minimum salary specified for the position in Schedule 1. Provided that, where prior to the effective date of promotion, the paraprofessional had been in receipt of salary (including any higher duties allowance) at or above the minimum salary of the higher position, the salary on promotion will be at that higher level.
- (6) On transfer a paraprofessional will be paid at their current salary subdivision provided that:
- (a) unless otherwise determined by the principal, the salary of a

- paraprofessional whose salary has been accelerated in accordance with subclause 13(3)(e) will be the salary subdivision that would have applied had acceleration not been approved;
- (b) the salary of a paraprofessional transferred to a position at a lower salary range will be the salary subdivision determined as if all of the paraprofessional's service at or above that lower salary range had been at that lower salary range.
- (7) The salary determined in accordance with subclause (5) or (6) cannot exceed the maximum salary of the position.

Salary range review

- (8) (a) A paraprofessional may request, or the Employer may initiate, a review of a paraprofessional's salary range. Any such request must be in writing.
- (b) A review arising under subclause (a) will be conducted in the context of any changes to the work value of the position and the performance of the employee and where practicable the employee will be advised of the outcome of the review within 28 days of initiation of the review.
- (c) A review under subclause (a) may result in movement to either a higher or lower salary range within the employee's classification level or no change to the salary range, provided that the outcome of such a review cannot result in a salary range below the employee's salary range on appointment to that position.
- (d) Where the review under subclause (a) results in a higher salary range the effective date of the movement to the higher salary range will be on and from the first pay period after the date of the employee's application for review or the date the employee was directed to undertake the duties of the higher range whichever is the earlier.
- (e) On movement to a higher salary range within a classification level, following a review under subclause (a), an employee's salary will be determined as set out in subclause (5).

Education Support Class

- 18 (1) The education support class will comprise the following classifications:
- (a) Education support Level 2 with one salary range (range 6); and
- (b) Education support Level 1 with five salary ranges as follows:
- range 5
 - range 4
 - range 3
 - range 2
 - range 1
- (2) Education support class positions will be classified in accordance with the Dimensions of Work at Schedule 4 and education support class employees will be paid the salary specified in Schedule 1 for their salary range.
- (3) Subject to subclause 13(3)(c), within the education support class classification levels salary progression will be from the appropriate minimum, through the subdivisional range, to the maximum subdivision of that classification level.

Salary on Commencement of Employment

- (4) For the purposes of this clause "prior employment" means periods of employment as an education support class employee in Victorian government schools, other than casual employment, without any break in employment exceeding twelve months. The commencing salary of an education support class employee will be determined as follows, whichever results in the higher commencing salary:
- (a) unless otherwise determined by the Employer, the employee will commence employment at the minimum salary level applying to the position;
- (b) the current equivalent of the salary subdivision, as stated in Schedule 1, received by the employee on the last day of their most recent period of prior employment. Provided that:
- (i) if the prior employment was at a higher classification or salary range, the commencement salary will be determined at the minimum salary subdivision of the relevant salary range as stated in Schedule 1 plus an additional salary subdivision for each year of satisfactory prior

- employment at or above the relevant classification or salary range; or
- (ii) where the salary in the prior employment was determined incorrectly or is inconsistent with normal salary progression for an employee, the commencement salary will be determined at the minimum salary subdivision of the relevant classification and salary range as stated in Schedule 1 plus an additional salary subdivision for each year of satisfactory prior employment at or above the relevant salary range;
- (c) the commencement salary for an education support class employee at Level 1 Range 2 will be determined in accordance with subclauses (a) or (b) or the following whichever, results in the higher salary:
 - (i) roles that require coordination, specialised student/teacher support tasks, or technical tasks, commence at Level 1, Range 2, subdivision 4; or
 - (ii) roles that require an Australian Qualification Framework (AQF) certificate qualification commence at Level 1, Range 2, subdivision 4; or
 - (iii) roles that require an Australian Qualification Framework (AQF) diploma qualification (or in the case of an Enrolled Nurse an equivalent qualification leading to registration) commence at Level 1, Range 2, subdivision 5.
- (d) the commencing salary determined under subclauses (a) and (b) cannot exceed the maximum salary specified in Schedule 1 for the relevant classification or salary range.

Salary on Promotion or Transfer

- (5) On promotion an education support class employee will be paid at the minimum salary specified for the position in Schedule 1. Provided that, where prior to the effective date of promotion, the education support class

- employee had been in receipt of salary (including any higher duties allowance) at or above the minimum salary of the higher position, the salary on promotion will be at that higher level.
- (6) On transfer an education support class employee will be paid at their current salary subdivision provided that:
 - (a) unless otherwise determined by the principal, the salary of an employee whose salary has been accelerated in accordance with subclause 13(3) (e) will be the salary subdivision that would have applied had acceleration not been approved.
 - (b) the salary of an employee transferred to a position at a lower salary range will be the salary subdivision determined as if all of the employee's service at or above that lower salary range had been at that lower salary range.
- (7) The salary determined in accordance with subclause (5) or (6) cannot exceed the maximum salary of the position.

Salary range review

- (8) (a) An education support class employee may request, or the Employer may initiate, a review of an employee's salary range. Any such request must be in writing.
- (b) A review arising under subclause (a) will be conducted in the context of any changes to the work value of the position and the performance of the employee and where practicable the employee will be advised of the outcome of the review within 28 days of initiation of the review.
- (c) A review under subclause (a) may result in movement to either a higher or lower salary range within the employee's classification level or no change to the salary range, provided that the outcome of such a review cannot result in a salary range below the employee's salary range on appointment to that position.
- (d) Where the review under subclause (a) results in a higher salary range the effective date of the movement to the higher salary range will be on and from the first pay period

- after the date of the employee's application for review or the date the employee was directed to undertake the duties of the higher range whichever is the earlier.
- (e) On movement to a higher salary range within a classification level, following a review under subclause (a), an employee's salary will be determined as set out in subclause (5).
 - (f) The work value of a position will be determined in accordance with the Dimensions of Work as set out in Schedule 4 and the Roles and Responsibilities – Nurse set out in Schedule 3 (if applicable).

Casual Employment

- (9) A person employed as a casual employee within the education support class will be paid an hourly rate derived from the full-time salary applying to the minimum salary subdivision of the salary range of the position, as specified in clause 1.4 of Schedule 1, plus a 35.40% loading. The 35.40% loading is in lieu of any paid leave entitlements, other than long service leave, and public holidays under this agreement.
- (10) Casual employees in the education support class will be entitled to a minimum payment of three hours in respect of employment on any one day.

Medical Intervention or challenging and complex behaviours training

- (11) Where required, an education support class employee working with a student with a medical condition requiring medical intervention or challenging and complex behaviours will be provided with training on the medical intervention required and/or the management of challenging and complex behaviours. The training will occur prior to the student commencing at the school or prior to the education support class employee commencing work with the student.

Salary Packaging

- 19 (1) An employee may enter into a salary packaging arrangement in respect of a range of salary packaged benefits including:

- (a) superannuation;
- (b) a novated lease on a motor vehicle;
- (c) payment of medical benefits insurance to a fund nominated by the employee;
- (d) mobile telephones;
- (e) notebook and laptop computers;
- (f) membership fees and subscriptions to professional associations;
- (g) home office expenses;
- (h) financial counselling fees;
- (i) disability/income protection insurance premiums; and
- (j) self-education expenses.
- (2) All costs associated with salary packaging, including any additional tax associated with the employment benefit, are to be met from the salary of the participating employee.
- (3) Deductions made from an employee's salary for the purposes of subclause (2) are authorised in accordance with this agreement if permitted in writing by the employee.
- (4) Subclause (3) applies to deductions made from an employee's salary on or after the date this agreement commences operation regardless of whether the written permission referred to in that clause is given before or after this agreement commences operation.

Allowances

Special payment

- 20 (1) A special payment may be paid to an employee, other than an executive class or principal class employee:
 - (a) for undertaking a task that is additional to the responsibilities that can be required of an employee at their respective classification level and salary range;
 - (b) as an attraction and/or retention incentive.
- (2) The minimum annual amount of a special payment is \$925. The special payment may be paid fortnightly or as a lump sum if the principal, as the Employer's representative, and the employee agree.
- (3) An employee in receipt of a special payment under subclause (1) on a fortnightly basis who is absent on personal leave with pay, will continue to receive the special payment during

- the period of personal leave for up to one month or until the expiration of the special payment, whichever is the earlier.
- (4) An employee who has been in receipt of a special payment on a fortnightly basis for a continuous period of 12 months immediately prior to the commencement of paid leave (including personal leave) and would have continued to receive the special payment but for the employee's absence on leave, will continue to be paid the special payment during the period of paid leave or until the expiration of the special payment, whichever is the earlier.

Salary loading allowance

- (5) (a) Subject to subclause (c), an employee is entitled to be paid, on a date determined by the Employer, a salary loading allowance each year of an amount equivalent to either 17.5 per cent of four weeks of the total salary to which the employee is normally entitled as at 1 December of the year in which the allowance is paid or \$1,402 in 2022, \$1,430 in 2023, \$1,459 in 2024 and \$1,488 in 2025 whichever is the lesser.
- (b) Employees with part time service during the relevant year will be paid a pro-rata salary loading allowance based on the aggregate of the employee's paid service over the twelve months preceding the date determined under subclause (a).
- (c) An employee with less than a complete year of service will be paid a pro rata salary loading allowance based on the aggregate of the employee's service over the twelve months preceding the date determined under subclause (a).
- (d) No payment will be made to an employee, other than an education support class employee, in respect of service prior to cessation of employment where that cessation occurs prior to the payment of the salary loading except where an employee dies or retires on account of age or ill-health.
- (e) An education support class employee will be paid pro rata salary loading allowance in respect

of service prior to cessation of employment where that cessation occurs prior to the payment of the salary loading.

- (f) For the purposes of subclause (d) an employee is deemed to retire:
- (i) on account of age - if on or after attaining the age of 55 years the employee ceases to be employed;
 - (ii) on account of ill health - if the employee produces to the Employer satisfactory evidence that the employee ceasing to be employed is due to ill health which is likely to be permanent.

First aid allowance

- (6) An education support class employee who holds an appropriate first aid qualification who agrees to perform first aid in addition to the normal duties of their position and is required to be available to provide first aid, will be paid the first aid allowance specified below:

Effective date	First Aid Allowance
Date of approval	\$698
1/07/2022	\$705
1/01/2023	\$712
1/07/2023	\$720
1/01/2024	\$727
1/07/2024	\$734
1/01/2025	\$741
1/07/2025	\$749

Provided that a first aid allowance is payable where first aid duties comprise less than 60% of an employee's normal duties.

Intensive care allowance

- (7) (a) Intensive care allowances are only payable under this agreement to education support class employees who meet the criteria set out in subclauses (b) and (c).
- (b) An education support class employee who is in receipt of a salary less than subdivision 4 of

Range 2 Level 1 and who satisfies the following criteria will be paid the intensive care allowance specified in subclause (d):

- (i) the employee was in receipt of the intensive care allowance immediately prior to the commencement of this agreement; and
 - (ii) the employee continues to be required to provide intensive attendant care, administer medical support or assist in the development of independent living skills for individual students or groups of students while employed in a special school;
- provided that the intensive care allowance will cease from the date the employee is in receipt of subdivision 4 of Range 2 Level 1 salary or higher.
- (c) An education support class employee who is in receipt of subdivision 4 of Range 2 Level 1 salary or higher at the date this agreement commences and who satisfies the following criteria will be paid the intensive care allowance specified in subclause (d):
- (i) the employee was in receipt of the intensive care allowance immediately prior to the commencement of this agreement; and
 - (ii) the employee continues to be required to provide intensive attendant care, administer medical support or assist in the development of independent living skills for individual students or groups of students while employed in a special school.
- (d) An education support class employee who satisfies the criteria in subclauses (b) and (c) will be paid the intensive care allowance set out below:

Effective date	Intensive Care Allowance
Date of approval	\$405
1/07/2022	\$410
1/01/2023	\$414
1/07/2023	\$418
1/01/2024	\$422
1/07/2024	\$426
1/01/2025	\$430
1/07/2025	\$435

Special schools allowance

- (8) A special schools allowance of \$727 per annum will be paid to an assistant principal, teacher or education support class employee in a special school.

Leave purchase allowance

- (9) (a) Where an education support class employee attends for duty under subclauses 24(5)(a)(ii) to (vii) the employee will be paid a leave purchase allowance equal to 72.47% of the employee's hourly rate of pay for each hour that the employee attends for duty during the additional paid leave accrued under clause 26(1)(b). Where an employee is in receipt of a leave purchase allowance on an ongoing basis the allowance will be treated as salary in addition to the salary specified in schedule 1.
- (b) The maximum amount of leave that may be purchased in any year is 228 hours.

Remote allowance

- (10) (a) The following remote allowances will be paid to employees in schools determined by the Employer to be remote:

Allowance	Employee with dependants	Employee with-out dependants
Remote A	\$475	\$304
Remote B	\$280	\$183

Higher Duties Allowances

- (11) (a) An employee performing at least half of the duties of a position for which the specified salary is higher than that applicable to the employee's current position will be paid a higher duties allowance in accordance with the terms and conditions of this clause if the assignment is for a period of longer than five consecutive working days.
- (b) The following conditions apply to the payment of a higher duties allowance:
- (i) At least one half of the duties of the assigned position must be performed. Where less than the full duties are performed, the higher duty allowance paid is proportionate to the extent of the higher duties carried out.
 - (ii) An employee performing the duties of the assigned position in the principal class or the teacher class must satisfy the requirements of, and be registered under, Part 2.6 of the *Education and Training Reform Act 2006* (Vic).
 - (iii) Assignments commence from the date of taking up the higher duties and cease at the end of the assignment period or the last day of the school year, whichever is the earlier. Provided that an employee in receipt of a higher duties allowance, except as stated in subclause (11)(c), for at least one month immediately prior to the last day of the school year will be paid the allowance to 31 December of that year. Provided further that if such employee is re-assigned the duties of that position from the first day of the succeeding school year they will be paid the appropriate higher duties allowance from 1 January of that year.
 - (iv) Subject to subclause (11)(b) (i), the higher duties allowance equals the amount required to raise the employee's salary to the salary of the position to which they have been assigned for the eligible period that the higher duties are performed.
- (c) Employees who are in receipt of a higher duties allowance and who are absent on personal leave with pay continue to receive the higher duties allowance for up to one month from the commencement of the personal leave or the expiration of the assignment period, whichever is the earlier. Provided that if an employee has been in receipt of a higher duties allowance continuously for a period in excess of twelve months they will continue to receive the higher duties allowance for periods of personal leave in excess of one month up to the expiration of personal leave, or the expiration of the assignment period, whichever is the earlier.
- (d) An employee assigned higher duties in accordance with subclause (11)(a) is entitled to such increases in the higher duties allowance as are equivalent to the increases in salary the employee would have received had she or he been promoted to the higher position.
- (e) The employer may assign higher duties to an employee on conditions other than those provided in subclauses (11)(a) to (11)(d) provided that the conditions are no less favourable to the employee than the conditions set out in subclauses (11)(a) to (11)(d).

Position allowance

- (12) (a) Employees specified in subclause (12)(b) are entitled to be paid in December each year, a position allowance equivalent to one per cent of the total salary to which the employee is normally entitled as at 1 December of the year in which the allowance is paid.
- (b) Employees in the following classifications will be paid an annual lump sum payment as set out in subclause (12)(a):
- (i) an assistant principal employee;
 - (ii) a teacher; and

- (iii) an education support class employee at level 2, level 1 ranges 3 to 5 or level 1 range 2 subdivision 2-8.

Staffing

- 21 (1) Employees may be employed full-time or part-time, on either an ongoing or fixed term basis, or as a casual employee. For the avoidance of doubt, the ability to be employed part time also applies to executive class and principal class employees.

Modes of employment

- (2) (a) (i) The standard mode of employment in the Victorian Teaching Service is ongoing. However some fixed term or casual employment will continue to be necessary. In order to maximise employment opportunities, advertised vacancies are open to qualified applicants both within (fixed term or ongoing) and external to the Victorian Teaching Service.
- (ii) When a person is employed in an education support class position and such employment is specifically linked to Student Support Funding (or any successor program such as Disability Inclusion funding) that person will be employed on an ongoing basis.
- (iii) The employment of a person employed under subclause (ii) can be ended prior to the expiration of seven years from the date of commencement of employment, by providing the education support class employee with no less than twelve weeks' notice in circumstances where the funding or comparable funding reduces or ceases.
- (iv) Where notice is given under subclause (iii) the employee is entitled to redeployment at or below their substantive classification level and salary range for the duration of the

notice period. During this period the employee will be interviewed for any positions for which they are an applicant.

- (v) On termination following notice under subclause (iii), the employee will be paid a severance payment, calculated at the rate of pay received immediately prior to the termination date as set out below:

Period of continuous service on termination	Severance pay
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
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks

- (b) Except as set out in this agreement, the local selection arrangements determined by the Employer will apply. Selection for advertised positions will continue to be determined solely on the basis of merit assessed in relation to the selection criteria of the position.
- (c) Notwithstanding subclause (b):
 - (i) Arrangements may be required that enable the movement of staff including staff rotation.
 - (ii) A person employed in response to an advertised fixed term vacancy may be offered one further period of fixed term employment, without advertisement of the position, provided the position continues to satisfy the criteria set out in subclause (d). The further period of fixed term offered under this subclause cannot be for a longer period than the period set out in the original advertised vacancy.
 - (iii) The Employer may appoint a person to a position on other grounds.

- (d) Without limiting the generality of the following, employees will be employed ongoing except:
- (i) when a person is employed for a fixed period of time to replace an employee who is absent on leave of twelve months or less, other than a parental absence;
 - (ii) when a person is employed for a fixed period of time to replace an employee during a parental absence that person will be employed for seven years. Provided that where:
 - the employee absent on leave associated with a parental absence returns to duty or the employee's period of fixed term employment expires, the replacement employee's employment may cease prior to the expiration of the seven years on the employee being provided with not less than twelve weeks' notice of termination.
 - the employee absent on leave associated with a parental absence is ongoing and does not return to duty at the school, the employee employed to replace the ongoing employee absent on leave associated with a parental absence will be offered ongoing employment subject to a probationary period in accordance with subclause (4);
 - (iii) when the Employer has good reason to believe that, should a person not be employed fixed term, an excess staff situation will arise, consistent with the workforce plan as determined in accordance with clause 12. This may include predicted enrolment decline determined by the enrolment predictions of the Employer;
 - (iv) when a person is employed for a fixed period of time to undertake a specific project for which funding has been made available for a specified period of time provided that the vacancy is to be advertised for the duration of that funding;
 - (v) where a teacher with full or provisional registration is not available and a person with permission to teach is employed for a fixed period of time, provided that such employment cannot exceed three years;
 - (vi) any other reason considered appropriate by the Employer.
- (e) In notifying vacancies the Employer will identify the reason for each fixed term vacancy and implement during the life of this agreement, proactive processes to ensure that fixed term vacancies satisfy the criteria set out in subclause (d). Relevant data will be provided to the Australian Education Union on a quarterly basis.
- (f) The Employer must offer ongoing employment without advertisement to any eligible employee where a suitable ongoing position would otherwise be advertised in the school, subject to a probationary period as set out in subclause (4).
- (g) For the purposes of subclause (f), and subject to subclause (h), an "eligible employee" means a fixed term employee employed continuously for longer than twelve months or a complete school year inclusive of all school vacation periods if that is less than twelve months:
- (i) in response to a vacancy advertised for longer than 12 months;
 - (ii) in response to a vacancy advertised for 12 months or less resulting in two or more fixed periods of employment as a result of the operation of subclause (2)(c)(ii);
 - (iii) in response to two or more vacancies advertised for 12 months or less resulting in two or more fixed periods of employment; or

- (iv) in response to an advertised parental absence vacancy in the second or subsequent year of that replacement.
- (h) Notwithstanding subclause (g) a fixed term employee who is a visa holder cannot be translated to ongoing employment where that is inconsistent with the terms of the employee's visa.
- (i) Where a person's casual employment is likely to exceed 30 working days, consideration should be given to converting that employment to fixed term employment consistent with the objectives set out in subclause (2)(a)(i).

Management of employees with priority status

- (3) (a) For the purposes of this clause:
 - "employee with priority status"** means an ongoing employee identified as excess to workplace requirements, an employee with compassionate transfer status or a former employee who is a disability retirement benefits pensioner and who is fit to return to work;
 - "employee with redeployment status"** means a fixed term education support class employee employed for longer than 12 months in two or more fixed periods of employment where the break between periods of employment is not more than five weeks, excluding school vacation periods.
- (b) An employee with priority status is entitled to redeployment at or below their current classification level and salary range in accordance with Department policy and will be interviewed for any positions for which they are an applicant. In addition an ongoing employee identified as excess to workplace requirements will be provided with dedicated redeployment/career transition support external to the school. All reasonable efforts will be made by the Employer to place employees with priority status, as a result of a school closure, in suitable

- alternative positions.
- (c) An education support class employee with redeployment status is entitled to redeployment at or below their current classification level and salary range, in accordance with Department policy for the twelve weeks prior to the expiration of the employee's fixed period of employment. Education support class employees with redeployment status will be interviewed for any positions for which they are an applicant.
- (d) Except as set out in this agreement, the arrangements determined by the Employer for the management of employees with priority status will apply. Where it is unlikely that an employee who is excess to workplace requirements will be redeployed to a suitable position, other action, including retrenchment, may be considered. The general expectation is that retrenchment will not be considered unless redeployment and retraining opportunities have been explored for a period of longer than twelve months, or six months in respect of education support class employees, from the date the employee was declared excess.
- (e) The Employer will only identify employees as being excess to workplace requirements in either Term 1 or Term 4 other than in exceptional circumstances.

Probation

- (4) (a) The employment of a person on an ongoing basis is subject to a probationary period for such period not exceeding twelve months, or six months in respect of education support class employees, as the Employer determines whether generally or in any particular case or class of cases. The probationary period for an employee who has at least 12 months service with the employer in the previous 24 months, including any period of fixed term employment, will be up to six months for a teacher or three

- months in respect of an education support class employee.
- (b) A person employed on probation will remain a probationer until the employment is confirmed or annulled in accordance with this clause.
 - (c) The Employer may confirm or annul the employment of a person at any time while on probation.
 - (d) At the expiration of the period of probation the Employer will either:
 - (i) confirm the employment;
 - (ii) annul the employment; or
 - (iii) extend the probation for a further period (not exceeding twelve months or six months in respect of education support class employees).
 - (e) Where the Employer extends the probation for a further period the Employer may confirm or annul the employment at any time during that further period and if the employment has not been confirmed or annulled before the expiration of that period the Employer will as soon as practicable confirm or annul the employment.
 - (f) Where employment is annulled the annulment will take effect from such date as is determined by the Employer provided that the date of annulment cannot be retrospective and the employee is provided with any period of notice required under the *Fair Work Act 2009 (Cth)*.
 - (g) An employee on probation is eligible for salary progression subject to the requirements set out in clauses 13(3).

Teacher Work

- 22 (1) The parties are committed to ensuring that all students experience high quality teaching and that they are supported to become effective learners. It is important that students are provided with the highest quality learning conditions and that teachers have every opportunity to deliver quality education. The roles and responsibilities that can be required of leading teachers, learning specialists and classroom teachers are set out in Schedule 2.

- (2) Class size, preparation, planning and assessment are major factors impacting on improving instructional practice. Teachers should have the opportunity to perform all of their duties within a reasonable timeframe and have fair and reasonable conditions and students should have ready access to their teachers. In this context, the work allocated to a teacher should, as far as practicable, provide for an equitable distribution of work across all teachers in the school.
- (3) The work of a teacher is complex. Numerous factors contribute to the process of teaching and learning, including:
 - (a) face-to-face teaching;
 - (b) preparation, planning, assessment, meetings, student supervision, reporting and organisational duties;
 - (c) the implementation of government education initiatives and curriculum development;
 - (d) class size, curriculum mix, range of ability and age of students, individual needs of the students, complexity of health needs, behavioural presentations, resources available and facilities;
 - (e) structured school activities such as parent teacher meetings, camps, concerts, excursions, parent information sessions and after school sport;
 - (f) the mentoring of classroom teachers at salary range 1 in their first 12 months of teaching;
 - (h)* student management including wellbeing and mental health; and
 - (g) engagement with parents / carers.
- (4) (a) It is recognised that the allocation of teacher work is managed by the principal, as the Employer's representative, at the school in accordance with this agreement.
- (b) A teacher cannot be required to undertake face-to-face teaching that exceeds:
 - (i) 20 hours per week for a secondary school teacher or 18 hours 40 minutes per week if

*The following two typographical errors should be read as (g) and (h).

- a teacher supervises sporting activities of students on a structured basis for a period of two hours per week;
 - (ii) 22 hours 30 minutes per week for a primary school teacher or a special school teacher;
 - (iii) the pro-rata of subclauses (b)(i) and (ii) for a teacher in a P-12 school having regard to the proportion of teaching performed in years P-6 and 7-12 respectively; or
 - (iv) if the Employer and a union agree by way of deed to a fewer number of hours than those specified in subclauses (4)(b)(i) and (4)(b)(ii), that fewer number of hours as applicable to the relevant employee.
- (c) the provisions of subclause (4)(b) operate to the exclusion of any other provisions regulating face-to-face teaching.
- (5) Within the limits set out in subclause (4)(b), the actual face-to-face teaching hours required of teachers in a school will be agreed using the consultation provisions of this agreement. Where agreement is not reached, the allocation of the face-to-face teaching requirements of a teacher should provide the opportunity for the teacher to perform all of their required duties within a reasonable timeframe within the following limits:
 - (a) In primary schools, the allocation of the face-to-face teaching requirements of a teacher must not exceed the limits set out in subclause (4)(b).
 - (b) In secondary schools, the allocation of the face-to-face teaching requirements of a teacher must not exceed the limits set out in subclause (4)(b). Nor can the allocation exceed:
 - (i) an index of 480 (calculated by multiplying the teacher's actual face-to-face teaching hours per week, inclusive of extras, by the number of students in each class). Time allowances are to be included in the index (calculated by multiplying the actual time allowance hours per week by the average number of students in all of the teacher's classes); or
 - (ii) if the Employer and a union agree by way of deed to a lower index than specified in subclause (5)(b)(i), that lower index.
 - (c) Where the allocation of the face-to-face teaching hours to a teacher is determined under subclause (a) or (b) the formula in subclause (7)(c) does not apply.
 - (d) Notwithstanding this subclause (5), and subclause (8), the work of teacher librarians, MARC/MACC teachers, visiting teachers and instrumental music teachers may be varied through the consultative process, with the agreement of the teacher in writing, to meet the particular circumstances of that school, network of schools or regional workplace.
- (6)
 - (a) The primary focus of a classroom teacher in their first few years of teaching is on further developing skills and competencies needed to become an effective classroom practitioner. It is recognised that ongoing support and development of these teachers is critical for the teachers themselves, the schools in which they teach, the communities in which they play a significant role, and for the students whose futures they shape.
 - (b) To this end, the work allocated to classroom teachers in their first 12 months of teaching should recognise the need for those teachers to perform all of their required duties within a reasonable timeframe and to participate in the necessary induction and development activities designed to assist these teachers in their first 12 months. Accordingly, within the resources available to the school, the scheduled duties of a classroom teacher in their first twelve months should be reduced by at least 5% over the school week consistent with the allocation of duties at the

- school determined in accordance with subclauses (5) and (8).
- (c) If a teacher is requested to act as mentor for a classroom teacher in their first 12 months, the principal, as the Employer's representative, should ensure that this role can be undertaken having regard to the scheduled duties required of that teacher over the 38 hour week.
- (7) Unless otherwise agreed at the school in accordance with the consultative provisions of this agreement:
- (a) (i) replacement or reorganised classes of equivalent time period, which will not count as an extra, may be assigned to a teacher who loses normal classes for any reason. Such classes may only be assigned within the day normal classes are lost.
- (ii) In November and December of each year as classes are dismissed, teachers may be allocated replacement classes up to 80% of their timetabled allotment. Such classes may only be assigned within the week normal classes are lost.
- (b) Extras will be considered within the face-to-face teaching maximum as determined in subclause (4)(b) above. Extras should be allocated in an equitable manner, and in the context of the total work required of the teacher.
- (c) Subject to subclause (b), unless otherwise agreed at the school, the maximum allocation of extras to a teacher is calculated by the formula:
- (i) $(1150 \text{ less the number of face-to-face teaching minutes per week} \times 42) \div 2$; or
- (ii) if the Employer and a union agree by way of deed to a formula that gives effect to a fewer number of extras than that specified in subclause (7)(c)(i), that formula.
- (8) (a) A teacher with face-to-face teaching scheduled at the maximum (as set out in clause 22(4)(b)) will be provided:
- (i) 30 hours per week of time to undertake the work directly related to the teaching and learning program of their class(es) (such as face-to-face teaching, planning, preparation, collaboration, and assessment), with the duties undertaken within that time determined by the teacher; and
- (ii) the remaining eight hours per week are available for lunch and other activities (such as yard duty, meetings, and/or other duties).
- (b) Both the 30 hours referred to in subclause (8)(a)(i) and the eight hours referred to in subclause (8)(a)(ii) will be adjusted according to the proportion of face to face teaching in accordance with the following formula:
- (actual face-to-face \div maximum face-to-face) \times 30 hours
- (9) In addition to face-to-face teaching and the requirements set out in clause 22(8), teachers may be required to undertake a range of other duties consistent with their classification level and salary range. In the distribution of other duties, the following factors are to be taken into account:
- (a) as far as practicable, the equitable distribution of other duties within the school;
- (b) the relative importance of the various duties to be undertaken;
- (c) the time required to perform the duty;
- (d) the range and frequency of tasks to be performed;
- (e) the classification, salary range, qualifications, training and experience of the teacher; and
- (f) the activities set out in subclause (3).
- (10) Where a teacher is required to travel between schools, campuses or annexes on any one day, a time allowance commensurate with the time taken to travel and associated logistical requirements will be included in the determination of the teacher's total work requirements and within the applicable ordinary hours of work provided for in clause 24(1).

Allocation of organisational duties

- (11) (a) In addition to face-to-face teaching, teachers may be required to undertake a range of other duties consistent with their classification level and salary range. These other duties may include organisational duties.
- (b) Subject to the consultation provisions of this agreement the principal, as the Employer's representative, has responsibility for determining the organisational duties necessary for the efficient running of the school and the time release (if any) and/or special payment (if any) applicable for each organisational duty. Where it is determined that an organisational duty should attract a special payment the amount of the special payment may be set at different amounts for each of the teacher class salary ranges.
- (c) Once the organisational duties have been determined in accordance with subclause (b), the organisational duties, associated special payment and/or time release (if any) will be advertised to teachers within the school who will be provided with the opportunity to express interest in one or more of the organisational duties.
- (d) The principal, as the Employer's representative, has responsibility to consider the expressions of interest for each organisational duty using the Employer's merit-based selection process.
- (e) The principal, as the Employer's representative, will determine the successful applicant for each organisational duty having regard to the outcome of the merit-based selection process and will offer the organisational duty to that applicant.
- (f) A successful applicant may decline the offer made under subclause (e).
- (g) Should any organisational duty remain unfilled following the process set out in subclauses (a) to (f) the principal, as the Employer's representative, can allocate that duty to any teacher (including a

teacher who has declined an offer under subclause (f) provided that the duty is consistent with the roles and responsibilities that can be required of that teacher.

Professional Practice Days

- (12) (a) Each teacher is entitled to be released from their scheduled duties, including any face-to-face teaching, for three Professional Practice Days in 2022, two Professional Practice Days in 2023 and one Professional Practice Day in 2024 and subsequent school years, to focus on the improved delivery of high quality teaching and learning as set out below:

		Professional Practice Days
2022	Term 2	1
	Term 3	1
	Term 4	1
2023	Semester 1	1
	Semester 2	1
2024	School year	1
2025	School year	1

These days are in addition to existing pupil free days and planning time and are pro-rata for a teacher employed part-time.

- (b) The work undertaken on Professional Practice Days will be consistent with Departmental and school priorities and selected from the following areas: planning, preparation, assessment of student learning, collaboration, curriculum development, relevant professional development and peer observation including feedback and reflection.
- (c) The timing and focus of each Professional Practice Day for each teacher will be nominated by the teacher and be agreed in consultation with the principal.
- (d) Where the timing and/or focus of a Professional Practice Day is not agreed in accordance with subclause (c), the timing will be determined by the principal,

- and the focus of the day will be determined by the teacher consistent with the focus areas set out in subclause 12(b).
- (e) Nothing in this subclause (12) prevents a teacher and their principal agreeing to rescheduling a Professional Practice Day that has already been allocated, or allocating a Professional Practice Day across two half days.

Excessive or Unreasonable Work

- 23 (1) An employee, who considers their work to be excessive, unreasonable or otherwise unsafe, within the terms of this agreement may, if the matter is not resolved at the school:
- (a) refer the matter for resolution in accordance with subclauses 12(12) and 12(13) to examine the factors affecting their work to determine whether the work is excessive, unreasonable or otherwise unsafe; or
- (b) refer the matter to the Merit Protection Board for determination in accordance with the requirements from time to time of that body.
- (2) Where the Merit Protection Board has jurisdiction to review a decision that is the subject of a grievance instituted by an employee, this clause should not be construed to require any action to be taken on the grievance other than that which may be determined by the Merit Protection Board.

Attendance

General

- 24 (1) (a) Ordinary hours of work for full-time employees are 76 hours a fortnight.
- (b) Subject to subclause 24(8) and 24(9) an employee cannot be required to undertake duties in excess of 38 hours in a week.
- (c) An employee employed part time is employed to work an agreed number of regular hours less than 76 per fortnight.
- (2) An employee's attendance at a court as a Crown witness or under subpoena or summons in the employee's official capacity will be treated as duty for salary

purposes subject to presentation of evidence that the employee attended the court.

Teachers

- (3) (a) Teachers will be in attendance for a minimum of seven hours daily commencing no less than ten minutes before the morning pupil instructional session unless otherwise agreed between the principal, as the Employer's representative, and a teacher.
- (b) In addition to the attendance requirements set out in subclause (a) teachers may be required to undertake other duties for up to three hours including attendance at meetings provided that not more than two hours of the three hours can be used for meetings.
- (c) Meetings held beyond the attendance requirements set out in subclause (a) will be adjacent to the seven hours of daily attendance and not exceed one hour unless otherwise agreed using the consultative provisions of this agreement.
- (4) Teachers are entitled to a paid lunch break of not less than thirty minutes free from assigned duties between the hours 11:30am to 2:30pm.

Education Support Class

- (5) (a) (i) Unless otherwise agreed, an education support class employee will be in attendance for 7.6 hours daily (for a full time employee) between 7am and 6pm from Monday to Friday.
- (ii) An education support class employee can be required to attend for duty and/or professional development up to a maximum of 6 days of the additional paid leave specified in clause 26(1)
- (b). Attendance can only be required during one or two school vacation periods in a year at the commencement or conclusion of a school vacation period and the employee must be provided with reasonable

- notice, being not later than four weeks into the preceding term.
- (iii) An education support class employee can only be required to perform duties consistent with their role(s) when required to attend during school vacation periods, under subclause (ii), unless the Employer and the employee otherwise agree.
 - (iv) During a school vacation period an education support class employee at classification level 1 salary ranges 1 and 2 cannot be required to work in isolated circumstances or to attend without the presence of a responsible manager.
 - (v) In addition to subclause (ii) an education support class employee and the Employer may agree on attendance for duty and/or professional development for any or all of the additional paid leave specified in clause 26(1)(b).
 - (vi) Notwithstanding subclauses (ii) and (v) a position may be advertised that requires attendance during any or all of the additional paid leave specified in clause 26(1)(b). Provided that, where a position which ordinarily requires attendance for all of the additional paid leave specified in clause 26(1)(b) and does not attract the maximum leave purchase allowance specified in clause 20(8)*, the duties of that position must be commensurate with the employment arrangement.
 - (vii) An education support class employee attending for duty and/or professional development under subclauses (ii) to (vi) will be paid the leave purchase allowance specified in clause 20(8)* for attendance during any or all of the additional paid leave set out in clause 26(1)(b) and the additional paid

*The cross-referencing error should be read as 'clause 20(9)'.

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- leave entitlement reduced accordingly. The maximum period of attendance under subclauses (ii) to (vi) in any one year is 228 hours (30 days) in total.
- (b) An education support class employee and the Employer will agree on the arrangement of their ordinary hours of work, including but not limited to:
 - (i) daily starting and finishing times;
 - (ii) the time and duration of the lunch break;
 - (iii) attendance at school meetings and meetings with parents;
 - (iv) in the case of part-time employment, the number of hours worked per fortnight;
 - (v) flexible work arrangements.
- (c) In the absence of agreed arrangements on the arrangement of ordinary hours of work under subclause (5)(b), the applicable arrangement (for a full-time employee) will be:
 - (i) daily start and finish times of 8:30am and 4:36pm respectively; and
 - (ii) a 30-minute lunch break in accordance with subclause (6).
- (d) An employee and the Employer may agree to vary arrangements under subclause (5)(b) or (5)(c) at any time, however existing arrangements will not be varied without the agreement of the employee and the Employer.
- (e) An education support class employee can only be required to undertake normal duties within the hours they are paid or accrue time in lieu.
- (6) An education support class employee cannot be required to work more than five hours without a lunch break of a minimum duration of 30 minutes. The lunch break is unpaid and free from assigned duties between the hours of 11:30am to 2:30pm unless otherwise agreed under subclause (5)(b).
- (7) In exceptional circumstances where an education support class employee is required to undertake duties and not

able to take a lunch break free from assigned duties within the period set out in subclause (6) that employee will be provided with an alternate break within five hours of the employee's commencement of work on that day.

Time-in-Lieu

Time-in-Lieu – teachers

For the purposes of this clause "school activity" means a structured activity organised by the school such as a parent teacher meeting, camp, excursion, concert, parent information session or after-hours sport.

- (8) (a) (i) Subject to clause 24(11) the Employer may require a teacher to attend a school activity outside the normal attendance of the teacher where such attendance is unavoidable and reasonable notice is provided. A teacher may request not to attend the school activity outside the normal attendance of the teacher where this will unreasonably affect the teacher's personal or family commitments. The Employer may only refuse the request on reasonable grounds. All work required in excess of 38 hours per week for a full-time teacher (or on a pro-rata basis for a part time teacher) must be documented by the Employer.
- (ii) Where duty required under subclause (8)(a) results in a teacher's attendance in that week exceeding 38 hours for a full-time teacher or on a pro-rata basis for a part time teacher that teacher will be granted time-in-lieu for the hours in excess of 38 hours for a full-time teacher or the pro-rata hours of a part time teacher.
- (iii) In respect of a teacher's attendance at a school camp, the time-in-lieu will be calculated on the basis of 100% time in lieu for the time the teacher is performing duties, and 50% during the time the teacher is on call and available to perform duties.
- (b) Time-in-lieu of attendance accrued under subclause (8)(a) should be granted in the fortnight in which it is accrued. Where this is not possible, it may be granted at any other time prior to the end of the school year in which it is accrued. Time in lieu is to be granted at a time that causes least disruption to the educational program of the school.
- (c) Where a teacher has not been granted time-in-lieu that has accrued under subclause (8)(a)(ii) by 1 December in the year it was accrued, that teacher may vary their attendance time on any school day prior to the end of that school year equivalent to the time owed, provided that:
 - (i) Variation of a teacher's attendance under subclause (8)(b) is subject to the teacher providing the principal, as the Employer's representative, with not less than three working days' notice; and
 - (ii) Where the number of teachers seeking to vary their attendance time on the same day would otherwise result in the dismissal of students on that day, the principal, as the Employer's representative, is responsible for determining the timing of the absences to avoid the dismissal of students.
- (d) As an alternative to time in lieu, the principal, as the Employer's representative and the teacher may agree to payment for time in lieu owed at the teacher's normal rate of pay.
- (e) Unless otherwise agreed between the principal, as the Employer's representative, and the teacher, where accrued time in lieu has not been granted to a teacher by 1 March of the following school year, the principal, as the Employer's representative must:
 - (i) grant time-in-lieu equivalent to the time owed, commencing immediately; or
 - (ii) pay the employee for the time owed at 150% of the employee's normal rate of pay.

- (f) The provisions of this clause takes effect from the commencement of this agreement with the exception of the time in lieu arrangements for school camps which will commence from 1 January 2023.

Time in lieu – Education support class

- (9) (a) Subject to clause 24(11) the Employer may require an education support class employee to undertake work in excess of 38 hours per week where such work is unavoidable and reasonable notice is provided. All work required in excess of 38 hours of work per week for a full-time employee (or on a pro-rata basis for a part time employee) must be documented by the Employer.
- (b) An education support class employee who is directed to work under subclause (a) may request not to do so where this would unreasonably affect personal or family commitments and the Employer may only refuse the request on reasonable grounds.
- (c) (i) An education support class employee is entitled to time off in lieu for work required under subclause (a).
- (ii) The Employer will grant time in lieu equivalent to the hours of work in excess of 38 hours per week for a full time employee (or on a pro-rata basis for a part time employee) documented under subclause (a).
- (iii) The timing of the time in lieu is at the discretion of the Employer having regard to the operational needs of the school and the wishes of the education support class employee.
- (iv) As an alternative to time in lieu, the Employer and the education support class employee may agree to payment for time in lieu owed as follows:
- at the education support class employee's normal rate of pay where the time in lieu was for work performed within the span of hours

specified in subclause (5)(a)(i); or

- at 150% of the education support class employee's normal rate of pay where the time in lieu was for work performed outside the span of hours specified in subclause (5)(a)(i).
- (v) In respect of an education support class employee's attendance at a school camp the time-in-lieu will be calculated on the basis of 100% time in lieu for the time the education support class employee is performing duties and 50% during the time the education support class employee is on call and available to perform duties.
- (d) Unless otherwise agreed between the principal, as the Employer's representative, and the education support class employee, where accrued time in lieu has not been granted to an education support class employee by 1 March of the following year the employee may elect to:
- (i) take time off equivalent to the time owed, commencing immediately; or
 - (ii) receive payment at 150% of the employee's normal rate of pay.

Part-time employment

- (10) The time fraction of an employee employed part-time will be fixed and constant over a fortnightly period. Any time fraction reduction is permanent provided that the employee and the Employer may agree to a future dated time fraction increase and this agreement must be in writing.
- (11) An employee employed part-time and the principal, as the Employer's representative, will consult regarding the days and times of attendance, including any arrangements regarding attendance at school activities on days other than normal days of attendance consistent with the requirements of subclause (8).
- (12) With the exception of arrangements agreed under subclause (11):
- (a) a teacher who works 0.4 to 0.6

- time fraction cannot be required to attend for duty on more than three days per week;
- (b) a teacher who works 0.7 to 0.8 time fraction cannot be required to attend for duty on more than four days per week.
- (13) All provisions of this agreement, other than reimbursement of expenses, will apply on a pro rata basis to employees employed part-time.

Release to attend interview

- (14) (a) An employee is entitled to be released from duty for the period required to attend an interview for an advertised position in a Victorian government school.
- (b) The principal of the school that has the vacancy and the employee will take all reasonable steps to ensure the timing of any release under subclause (a) occurs at a time that avoids or minimises the need to provide a replacement employee during the period of release.
- (c) Any release under subclause (a) will be regarded as authorised duty for the purposes of clause 27 (reimbursement of expenses).
- (d) Nothing in subclause (14) precludes an employee agreeing to be interviewed through an alternative medium (such as video conference).

Release for union state councillors

- (15) Australian Education Union state councillors will be given up to 2 days per term time release to attend union council meetings or alternative.

Release for lactation breaks

- (16) (a) An employee who wishes to continue breastfeeding or expressing breastmilk after returning to work from a period of parental leave may take reasonable paid time, not exceeding one hour in total per day, in addition to the lunch break. Employees should be provided access to suitable facilities to facilitate breastfeeding or expressing of breastmilk.
- (b) An employee will provide the Employer with a request for

lactation breaks, setting out the expected frequency, duration and timing of breaks sought, which, as far as is practicable, causes the least disruption to the educational program of the school. The employee may seek to change the arrangement at any time.

- (c) An employee may return home or attend another location during the break as agreed with the Employer.
- (d) The Employer will not unreasonably refuse a request made under subclause (b) and (c).

Cultural responsibility

- (17) Where an Aboriginal and/or Torres Strait Islander employee agrees to undertake work that requires a cultural responsibility, the impact of that responsibility will be taken into account in the context of the employee's duties and should, if appropriate, following consultation under clause 12, be the subject of a time release and/or a special payment. The principal, as the Employer's representative, has responsibility for determining the time release (if any) and/or special payment (if any) applicable for the cultural responsibility.

Class Size

- 25 (1) The principal, as the Employer's representative, will use the consultation provisions of this agreement when determining the class sizes in a school.
- (2) It is recognised that there are varied forms of teaching arrangements (including practical classes, team teaching and lecture tutorials) and different structural options, (including P-12 arrangements, senior school arrangements and senior campuses) that optimise student learning opportunities. In addition, the organisation of teaching should provide and maintain, so far as is practicable, a working environment that is safe and without risks to health.
- (3) In this context, and within the fixed resources provided to schools and the physical facilities schedule, class size should be planned on the minimum possible subject to clause 12(5). Provided that class sizes should be

planned on the following basis:

- (a) P to 6 - an average of 26 provided that the average class size of 21 at P-2 is maintained;
- (b) 7 to 12 – groups of up to 25 students.
- (c) Special schools should plan for the minimum class sizes possible given available resources, the needs of the students, and the total teaching program.

Practical class sizes

- (4) (a) Schools are required to provide and maintain a working environment that is safe and minimises risks to health.
- (b) Practical class sizes should be determined having regard to available facilities, the nature of the activities, the nature of the equipment used, the maturity and competence of the students and the capabilities of the teacher to provide expert supervision.
- (c) A practical class includes a subject or course where the use of equipment and/or material of a potentially dangerous nature is involved and/or a class in which students are undertaking manual or other tasks requiring greater individual supervision of the classroom activity.

English as an Additional Language classes

- (5) Schools should plan for the minimum *English as an Additional Language* class sizes possible given available resources, the educational needs of the students and the total teaching program.

Leave

26 For the purposes of this clause:

- **"immediate family"** includes:
 - (a) spouse or former spouse, de facto partner or former de facto partner, child (including an adult child), parent, grandparent, grandchild or sibling of the employee, or
 - (b) child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner).
- Subclauses (a) and (b) include step-

relations (such as step-parents and step-children) as well as adoptive relations.

- **"medical certificate"** means a certificate issued by a registered health practitioner, other than a registered student, within the meaning of the *Health Practitioner Regulation National Law (Victoria) Act 2009 (Vic)*;
- **"required document"** means:
 - (a) in respect of personal leave for illness or injury, a medical certificate, or, if it is not reasonably practicable for an employee to provide a medical certificate, a statutory declaration;
 - (b) in respect of personal leave for carer's purposes, a medical certificate, or a statutory declaration;
- **"service"** means service approved by the Employer;
- Unless otherwise specified, the entitlements of this clause apply on a pro-rata basis in respect of part-time service;
- Any leave granted to an employee does not extend beyond the date that person's employment would otherwise have ceased.

Annual Leave

- (1) (a) An employee is entitled to 152 hours (20 days for a full time employee) annual leave in respect of each twelve months of service and accrues progressively during a year of service according to the employee's ordinary hours of work.
 - (b) In addition to annual leave accrued under subclause (1)(a) an education support class employee is entitled to additional paid leave of 228 hours (30 days). This entitlement is reduced by any leave purchased under subclause 20(8)*.
 - (c) Employees will take annual leave at such times as the Employer determines provided that the wishes of the employee concerned will be taken into consideration as far as practicable.
- (2) An employee who becomes ill or injured during a period of leave under subclause (1), and subject to satisfying the requirements of subclause (3), may be granted personal leave and have the relevant period re-credited to their entitlement under subclause (1).

*The cross-referencing error should be read as 'clause 20(9)'.

Personal Leave

- (3) Personal leave may be accessed in the event an employee is absent:
- (a) due to personal illness or injury; or
 - (b) for the purposes of caring for an immediate family or household member who is sick or injured and requires the employee's care or support or who requires care or support due to an unexpected emergency (including the circumstances set out in clause 26(26)(e)(ii)).
- (4) An employee will be credited with 114 hours (15 days for a full time employee) personal leave on full pay on commencement of employment and 114 hours (15 days for a full time employee) personal leave on full pay for each year of service thereafter which accrues progressively from the commencement of employment and will be cumulative. Provided that:
- (a) in the first year of employment an employee, who exhausts their personal leave credits, may access personal leave credits which would later accrue up to a maximum of 114 hours (15 days for a full time employee);
 - (b) an employee employed for one or more fixed periods will not accrue more than 114 hours (15 days for a full time employee) personal leave in any year.
- (5) (a) An employee may use personal leave credits to make up the difference between payments made by the Transport Accident Commission and the employee's full pay.
- (b) Subject to subclause (17)(k), an employee will not be entitled to personal leave for personal illness or injury on account only of being pregnant but nothing in this clause will prevent such an employee being entitled to personal leave for an illness resulting from pregnancy or childbirth.
- (6) In any year where an employee has exhausted their personal leave credits, the employee will be granted further personal leave to care for an immediate family or household member with pay up to a maximum of 22.8 hours (three days for a full time employee).
- (7) (a) Applications for personal leave must be supported by a required document.
- (b) A required document in respect of personal leave for injury or illness must state that the employee is unfit for duty for the period of leave.
- (c) A required document in respect of personal leave for carer's purposes must state that the immediate family or household member requiring care or support is suffering from an illness or injury which requires care or support by another or requires care or support due to an unexpected emergency.
- (8) Notwithstanding subclause (7) and unless otherwise approved by the Employer:
- (a) up to 38 hours (five days for a full time employee) personal leave may be granted in any one year without production of a required document subject to any one continuous absence not exceeding three days;
 - (b) notwithstanding subclause (a), the Employer may require an application for personal leave to be supported by a required document where:
 - (i) the absence occurs immediately before or after a school vacation period or a public holiday;
 - (ii) the Employer has occasion to doubt the authenticity of an illness or injury or the reason for absence.
- (9) Where personal leave is granted without the production of a required document in circumstances not covered by this clause such leave will be without pay unless otherwise approved by the Employer.
- (10) (a) Subject to subclauses (7) and (8), a casual employee is entitled to not be available to attend work, or to leave work:
- (i) if they need to care for members of their immediate family or household who are sick or injured and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

- (ii) upon the death in Australia of an immediate family or household member.
 - (b) The Employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 72 hours (ie three days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.
- (11) (a) Where the Employer reasonably believes that an employee's state of health may make the employee a danger to themselves or other employees or persons at the workplace, the Employer may require the employee to absent themselves from duty on personal leave until a medical practitioner approved by the Employer examines the employee and provides a report to the Employer.
- (b) A direction by the Employer under subclause (a) of this clause must:
- (i) state the reason(s) for the direction; and
 - (ii) not be for a period of more than 10 working days. Provided that where the employee unreasonably refuses to attend a medical examination under subclause (a), the Employer may direct the employee to absent themselves from duty on personal leave until the employee attends the medical examination or the Employer is otherwise satisfied that the employee is fit to resume duty.
- (c) If the medical report discloses that the employee is unfit for duty, the employee will be granted such further personal leave as

the medical report indicates is necessary.

- (d) If the medical report discloses that the employee is fit for duty, the personal leave debited as a result of a direction under this clause will be restored and the employee repaid any salary or wages lost as a result of the direction under subclause (a).

War service sick leave

- (12) (a) For the purposes of this subclause "**accepted war-caused disability**" means accepted by the Department of Veterans Affairs as being a war-caused disability;
- (b) An employee who has an accepted war-caused disability, will, apart from any personal leave which may be standing to their credit, be credited with 114 hours (15 days for a full time employee) war service sick leave in respect of each year of service from and inclusive of 1 August 1962 up to a maximum credit of 760 hours (100 days for a full time employee).
- (c) Where the Employer is satisfied that the illness of an employee with at least six months' service is directly related to, or is aggravated by, an accepted war-caused disability that employee will be granted war service sick leave to the extent credited in accordance with subclause (b).

Accident compensation leave

- (13) (a) If an employee sustains personal injury in circumstances where the employee is entitled to receive weekly payments in respect of that injury under the *Workplace Injury Rehabilitation and Compensation Act 2013*, such employee will, apart from any personal leave which may be standing to their credit, be granted leave on full pay, less the amount paid by way of weekly compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) during the period of incapacity
- (b) Except where the Employer approves, no leave will be granted

- under this clause which is:
- (i) in excess of a continuous period of 52 weeks inclusive of any other leave which may be granted with pay; or
 - (ii) in excess of an aggregate of 52 weeks in respect of a particular injury or incapacity.
- (c) An employee is not entitled to personal leave with pay during any period the employee is in receipt of weekly compensation payments under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*.

Infectious Diseases

- (14) (a) An employee who has contracted an illness that is likely to be a direct result of exposure to an infectious disease prescribed under the regulations of the *Public Health and Wellbeing Act 2008 (Vic)* during the course of the employee's duties, may be granted up to six months leave with full pay without deduction from the employee's personal leave credits for the period the employee is unfit for duty. On resumption of duty, any employee who has less than 114 hours (15 days for a full time employee) of personal leave will be entitled to access not less than 114 hours (15 days for a full time employee) of personal leave.
- (b) To access leave under subclause (a) the employee must provide a certificate from a medical practitioner approved by the Employer stating that the employee has contracted an illness that is likely to be a direct result of exposure to a prescribed infectious disease during the course of the employee's duties.
- (c) If an employee's duties expose the employee to the risk of contracting an infectious disease and a medical practitioner approved by the Employer certifies that by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by law in respect of such disease, an employee is not permitted to attend their usual

workplace and where working remotely is not reasonable, practicable and appropriate, the employee will be granted leave with full pay without deduction from personal leave. The period of leave granted under this subclause will not extend beyond the earliest date at which it would be practicable for the employee to return to work having regard to the restrictions imposed by law.

Bereavement leave

- (15) (a) Leave on full pay of up to three days may be granted to an employee on the occasion of the death of a member of the employee's immediate family or household.
- (b) Leave, with or without pay, in excess of that specified in subclause (a) may be granted if the Employer is satisfied that three days is inadequate.

Leave for jury service

- (16) An employee who is required to appear and serve as a juror under the *Juries Act 2000 (Vic)* is entitled to leave with pay for the period during which their attendance at court is required.

Absence for Parental Purposes

- (17) (a) An employee is entitled to be absent from duty for up to a total of seven years following, or in conjunction, with the birth, adoption or otherwise becoming the legal parent of one or more children comprising one or more of the following forms of leave:
- (i) Maternity leave
 - (ii) Other paid parental leave
 - (iii) Partner leave
 - (iv) Family leave without pay being that portion of a parental absence not covered by paid leave
 - (v) Paid leave accrued under subclauses 26(1)(a) or (b) with respect to education support class employees
 - (vi) Long service leave
- (b) Any period of long service leave granted during a parental absence will extend the maximum period of

- parental absence available under subclause (a).
- (c) Subject to subclause (d), a parental absence may commence at any time after an employee submits satisfactory medical evidence that the employee is pregnant (but not later than the date of birth) or, in any other case, at any time up to six weeks prior to the birth or adoption of the child.
 - (d) Unless otherwise approved by the Employer, an employee who is pregnant is required to be absent from duty for the period:
 - (i) six weeks before the expected date of birth of the child until six weeks after the actual date of birth; or
 - (ii) six weeks from the date of birth if the birth occurs earlier than six weeks before the expected date of birth of the child.
 - (e) The Employer must permit an employee to attend for duty during any part of the period stated in subclause (d) provided that:
 - (i) the employee will be fit to perform their normal duties for the relevant period (proof of which is to be by medical certificate supplied by the employee); and
 - (ii) the attendance sought by the employee is at a time employees ordinarily attend for duty.
 - (f) A particular parental absence cannot extend beyond the seventh birthday of the child for whom the absence has been granted provided that:
 - (i) the absence may be extended if this is necessary to permit resumption on the first school day of the following term;
 - (ii) the Employer may allow an employee a further parental absence in the event of any subsequent pregnancy;
 - (iii) the absence in respect of an adopted child can be extended beyond the seventh birthday of the adopted child up to a maximum of seven years or the sixteenth birthday of the adopted child whichever occurs first.
 - (g) Excluding other paid parental leave and partner leave, only one parental absence may be approved for a particular child (or children in respect of a multiple birth) which must be a continuous absence. Provided that where two employees are eligible to be absent under this clause in conjunction with the birth, adoption or otherwise becoming the legal parent of the same child (or children in respect of a multiple birth):
 - (i) each employee is entitled to a parental absence of seven years;
 - (ii) only one parental absence may be taken per employee per child;
 - (iii) excluding other paid parental leave and partner leave, or unpaid concurrent leave of eight weeks in accordance with the *National Employment Standards*, both employees may not be absent at the same time and the absences must be contiguous.
 - (h) An employee may return to duty after a parental absence:
 - (i) six weeks following the birth or placement of a child or the expiration of maternity leave if written notice of intention to return is given to this effect prior to commencement of the absence; or
 - (ii) on the first day of any term if written notice of intention to return is given by 1 October in the year preceding the intended date of return; or
 - (iii) at such other time as the Employer approves provided that applications on compassionate or hardship grounds will not be unreasonably refused.
 - (i) An employee with a child under school age may request to return to duty following a parental absence on a part-time basis to assist the employee in reconciling work and parental responsibilities.

- (ii) The Employer will consider the request under subclause (i) having regard to the employee's circumstances and the operational needs of the school, the Employer may only refuse the request on reasonable grounds.
- (iii) Where an employee returns to duty on a part-time basis under subclause (i) that employee will revert to the time fraction the employee was working immediately prior to the commencement of the employee's first period of parental absence when the last of the employee's children reaches school age.
- (j) (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at the employee's present work, the employee will, if there is an appropriate job available, be temporarily transferred to a safe job on the conditions attaching to that job for such period as is certified necessary by a registered medical practitioner.
- (ii) An employee temporarily transferred to a safe job under subclause (i) is entitled to be paid not less than the employee's substantive salary immediately prior to the temporary transfer.
- (iii) If temporary transfer to a safe job is not practicable, the employee may elect, or the Employer may require the employee, to be absent on leave for such period as is certified necessary by a registered medical practitioner.
- (k) An employee who is pregnant will be granted paid leave to a maximum of thirty eight hours to attend routine medical appointments associated with

that pregnancy, provided that the employee:

- (i) provides a medical certificate certifying the employee is pregnant;
- (ii) provides a certificate of attendance for each appointment; and schedules appointments, where possible, at times that minimise the requirement to engage replacement staff for the period of absence.
- (l) An employee whose spouse is pregnant may access paid leave to a maximum of 15.2 hours for the period of the pregnancy to enable the employee's attendance at routine medical appointments associated with the pregnancy, provided that:
 - (i) the employee provides a medical certificate certifying the employee's spouse is pregnant;
 - (ii) the employee provides a certificate of attendance for each appointment; and
 - (iii) appointments are scheduled, where possible, at times that minimise disruption to the school and/or the requirement to engage replacement staff for the period of the absence.
- (m) Notwithstanding subclause (a), where the pregnancy of an employee terminates or results in a stillborn birth after more than 12 weeks, the employee will be entitled to an absence of six months following the termination, inclusive of any period of maternity leave, or such longer period as may be medically certified.
- (n) (i) An employee is entitled to have superannuation contributions made in respect of the period of the employee's parental absence for which they are the primary caregiver which occurs on or after the commencement of this agreement.
- (ii) The Employer will pay the superannuation contributions as a lump sum to the employee's fund.
- (iii) The quantum of superannuation contributions

- payable under this clause will be calculated based on:
- the number of weeks of the employee's parental absence for which they are the primary caregiver, capped at 52 weeks;
 - the employee's normal rate of pay; and
 - the applicable contribution rate under the *Superannuation Guarantee Administration Act 1992 (Cth)* at the time the payment is made.
- (iv) Payment will be made at the conclusion of the 52-week period, provided the employee continues to be employed at that time. This does not preclude payments during the 52-week period where this is operationally more efficient for the Employer.

Maternity leave

- (18) (a) An employee is entitled to maternity leave with or without pay for a continuous period of sixteen weeks commencing from the date the employee commenced an absence from duty under clause (17)(d). Where the pregnancy of an employee terminates more than twenty weeks before the expected date of birth, the employee has no entitlement to leave under this subclause but may be eligible for personal leave under clause (5)(b) or to leave under section 80 of the *Fair Work Act 2009* (Cth).
- (b) (i) The employee is eligible for paid maternity leave if the employee has had 26 or more weeks qualifying service within the 52 weeks immediately preceding the date the employee commenced an absence from duty under subclause (17)(d). The period during which an employee attends for duty within the periods specified by subclauses (17)(d)(i) and (ii) will not be included as part of the 26 weeks qualifying service.

- (ii) An employee may elect to take paid maternity leave on full or half pay or a combination of both. Provided that an employee who elects to take some or all of their paid maternity leave at half pay must notify the Employer of this intention prior to commencing leave unless otherwise agreed between the employee and the Employer.
- (c) For the purposes of subclause (b) qualifying service means:
- (i) any duty as an employee other than any period of employment on a casual basis;
 - (ii) any leave with pay approved by the Employer;
 - (iii) any leave without pay approved by the Employer to count as qualifying service;
 - (iv) any other service approved by the Employer to count as qualifying service.
- (d) While on maternity leave with pay, an employee will be paid at:
- (i) the time fraction which the employee was working immediately before commencing maternity leave; or
 - (ii) the time fraction immediately prior to commencing long service leave, if the employee ceases long service leave on half pay immediately before commencing the parental absence under subclause 17(c).
- (e) An employee who is eligible for paid leave under this subclause and subclause (13) in respect of a maternity leave absence is entitled to maternity leave with pay in accordance with this clause less the amount paid by way of weekly compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) and has no further entitlement to leave under subclause (13) during the maternity leave period.
- (f) (i) An ongoing employee, other than an education support class employee, whose period of paid maternity leave expires

during a school vacation period is entitled to receive their pay for the remainder of that vacation period provided the employee has provided notice under subclause (17)(h)(i) and returns to duty.

- (ii) A fixed term employee, other than an education support class employee, whose period of employment concludes on or before the end of a school vacation period and after the period of paid maternity leave expires is entitled to receive pay for the remainder of the period of fixed term employment should that employee have no further offer of employment. Where there is a further offer of employment, which has been accepted, the employee has the option of resuming duty and receiving salary for the remainder of the school vacation period or continue their parental absence.

Other paid parental leave

- (19) (a) An employee who is granted parental responsibility and is the primary caregiver of a child:
 - (i) following the adoption of a child;
 - (ii) under a surrogacy arrangement;
 - (iii) through a permanent care order; or
 - (iv) in such other circumstances approved by the Employer where that employee is not otherwise entitled to paid parental leave under this clause
 will be entitled, on submitting evidence of the date of placement of the child or the date the employee is granted parental responsibility, to paid leave for sixteen weeks commencing not more than six weeks prior to that date. The conditions for granting and payment of leave under this clause are the same as are specified in subclauses (18)(b)-(d)
- (b) Where no legal adoption ensues or no action is taken to register the

baby's birth if required under state/territory law, the employee has no further entitlement to leave under this clause (19).

- (c) Where two employees apply for leave under this clause in respect of the same child (or children, as the case may be) each employee is entitled to leave with pay for eight weeks commencing on the date of placement of the child or the date the employees are granted parental responsibility of the child (or children, as the case may be).
- (d) (i) An ongoing employee, other than an education support class employee, whose period of paid leave under this clause expires during a school vacation period is entitled to receive their pay for the remainder of that vacation period provided the employee returns to duty immediately after the vacation.
- (ii) A fixed term employee, other than an education support class employee, whose period of employment concludes on or before the end of a school vacation period and after the period of paid leave under this subclause (19) expires is entitled to receive pay for the remainder of the period of fixed term employment should that employee have no further offer of employment. Where there is a further offer of employment, which has been accepted, the employee has the option of resuming duty and receiving salary for the remainder of the school vacation period or to proceed onto unpaid family leave.
- (e) An employee who is eligible for paid leave under this subclause and subclause (13) at the same time is entitled to paid leave under this subclause less the amount paid by way of weekly compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* and will have no further entitlement to leave under subclause (13)

- during that period.
- (f) An Employee who provides short-term foster or kinship care as the primary caregiver to a child who cannot live with their parents as a result of an eligible child protection intervention is entitled to up to two days paid leave on up to five occasions per child following the placement of the child with the employee.
- (i) For the purposes of this clause, 'foster and kinship care' includes:
- Foster Caring, which is the temporary care of a child of up to 18 years of age on a short-term basis by an Employee who is an accredited foster carer.
 - Kinship Care, which is temporary care provided by an Employee who is a relative or a member of the child's social network when the child cannot live with their parents.
 - Aboriginal Kinship Care, which is temporary care provided by an Employee who is a relative or friend of an Aboriginal child who cannot live with their parents, where Aboriginal family and community and Aboriginal culture are valued as central to the child's safety, stability and development.
- (ii) Eligible child protection interventions include emergency respite and short-term or long-term placements on a non-permanent basis, as issued by the Victorian Department of Health and Human Services, the Children's Court or other similar federal, state or judicial authority.
- (g) An employee who is eligible for paid leave under this subclause (19) and subclause (20) is entitled to leave under this subclause and will have no further entitlement to leave under subclause (20).

Partner leave

- (20) (a) An employee who submits satisfactory evidence that the employee has accepted parental responsibility for a child but is not the primary caregiver (or children in respect of a multiple birth) will be granted leave with pay, at the rate the employee would have received but for the absence on partner leave, for up to 152 hours (twenty days in respect of a full time employee), to care for such child (or children in respect of a multiple birth) and/or primary caregiver of the child.
- (b) Partner leave must be taken in the period commencing one week before the expected date of birth of the child (or children in respect of a multiple birth) and concluding six weeks after the actual date of birth. Partner leave can be taken in separate periods within that time frame.
- (c) An employee who is eligible for paid leave under this subclause and subclause (13) in respect of a partner leave absence is entitled to partner leave with pay in accordance with this subclause less the amount paid by way of weekly compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) and will have no further entitlement to leave under subclause (13) during the partner leave period.
- (d) An employee is not eligible for paid leave under this clause if that employee is also eligible for leave under subclauses (18) or (19) in respect of the same child (or children in respect of a multiple birth).

Long service leave

- (21) (a) An employee is entitled to long service leave in accordance with the provisions of section 2.4.25 of the *Education and Training Reform Act 2006* (Vic) (or its successor) with long service leave accruing at the rate of 495.6967 hours (three months) after ten years full time service and at the rate of 247.84835 hours (one and a half months) for each completed

- five years of service thereafter.
- (b) In addition to the provisions of section 2.4.25 of the *Education and Training Reform Act 2006 (Vic)* (or its successor), an employee may access their long service leave entitlements on a pro-rata basis after seven years' service and is eligible for pay in lieu of the pro-rata entitlement on termination of employment.
- (c) An employee may elect to utilise some or all of their long service leave entitlement at half pay.
- (d) An employee may apply to commute a portion of long service leave credits to salary. Except in special circumstances such as financial hardship, commutation of long service leave credits to salary will only be available in conjunction with a long service leave absence of 228 hours (six weeks) or more.
- (e) Except where otherwise determined by the Employer, allowances payable under this agreement which meet the following criteria are payable during long service leave:
 - (i) the allowance is of a continuing and ongoing nature; and
 - (ii) the employee has been in receipt of the allowance for a continuous period of 12 months immediately prior to the commencement of the leave; and
 - (iii) the employee would have continued to receive the allowance but for the employee's absence on leave.
- (f) Long service leave absences may be for any period not exceeding the long service leave credits available to an employee.

Spouse leave

- (22) (a) Leave without pay from three months to 12 months will be granted once every three years to an employee whose spouse, as a consequence of pursuing their occupation, is required to shift residence interstate or overseas.
- (b) Leave without pay from three months to 12 months may be granted once every three years to an employee:

- (i) whose spouse is travelling interstate or overseas; or
- (ii) whose spouse is transferred within Victoria where no employment in the teaching service can be offered to the employee at the new location; or
- (iii) whose spouse is also an employee and is granted long service leave, provided that spouse leave may be granted for the period of long service leave granted.
- (c) Employees granted leave under subclauses (a) or (b) must resume duty at the start of the school term following the expiration of the spouse leave.
- (d) Notwithstanding subclauses (a) and (b), the Employer may approve such other period of leave and may approve more than one grant of leave in any three year period.
- (e) Leave without pay granted under this subclause (22) does not count as service for any purpose but does not break the continuity of an employee's service.

Sabbatical leave

- (23) (a) The Employer may grant an employee sabbatical leave on 80% of salary subject to the employee agreeing to have their annual salary reduced by 20% for the relevant work period, and the employee entering an agreement with the Employer covering the terms and conditions of the sabbatical leave.
- (b) Unless otherwise approved by the Employer, sabbatical leave must be taken immediately following the completion of the relevant work period during which salary was reduced under subclause (a).

Cultural and Ceremonial Leave

- (24) (a) For the purposes of this subclause (24) "**extended family**" has a meaning that recognises that extended families exist within Aboriginal and/or Torres Strait Islander society and obligations of Aboriginal and/or Torres Strait Islander employees may exist

regardless of the existence of a bloodline relationship or not. Family also extends to cover relationships where there is a close association, which need not be a blood relationship.

NAIDOC Week Leave

- (b) (i) An Aboriginal and/or Torres Strait Islander employee is entitled to one day of paid leave per calendar year to participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities and events.
- (ii) NAIDOC week leave will not accrue from year to year and is not paid out on termination of employment.

Leave to attend Aboriginal community meetings

- (c) The Employer may approve attendance during working hours by an Aboriginal and/or Torres Strait Islander employee at any Aboriginal community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

Leave to attend Annual General Meetings of Aboriginal community organisations

- (d) The Employer may grant an Aboriginal or Torres Strait Islander employee accrued long service leave or other leave to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

Ceremonial leave

- (e) Ceremonial leave will be granted to an Aboriginal and/or Torres Strait Islander employee for ceremonial purposes:
 - (i) connected with the death of a member of the immediate family or extended family (provided that no employee shall have an existing

entitlement reduced as a result of this clause); or

- (ii) for other ceremonial obligations.
- (f) Where leave is taken for the purposes outlined in this subclause, up to three days in each year of employment will be with pay. Paid leave will not accrue from year to year and is not paid out on termination of employment.
- (g) Leave granted under this clause is in addition to bereavement leave.
- (h) Where paid leave granted under this clause is not sufficient the employee may access any accrued long service leave, outstanding time-in lieu, or unpaid leave in accordance with the requirements of those entitlements.

Leave to participate in the First Peoples' Assembly of Victoria

- (i) (i) An employee who is a member of the First Peoples' Assembly of Victoria is entitled to up to 10 days' paid leave per calendar year to fulfil their official functions during their term of office.
- (ii) Leave will be available to attend sessions of the First Peoples' Assembly of Victoria, participate in constituent consultation relevant to their role or for any other ancillary purpose as agreed with the Employer.
- (iii) Where in any calendar year an employee exhausts their entitlement under this clause the Employer may grant further paid or unpaid leave to support the employee's representative functions.
- (iv) The employee may also utilise flexible working arrangements, in addition to leave provided in this clause, to help support their representative functions, with the agreement of the Employer.
- (v) Leave under this clause will not accrue from year to year and is not paid out on termination of employment.

Public Holidays

- (25) An employee (other than a casual employee) is entitled to holidays on the following days:
- (a) 1 January (New Year's Day). Where New Year's Day falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday
 - (b) 26 January (Australia Day). Where Australia Day falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday
 - (c) the second Monday in March (Labour Day)
 - (d) Good Friday
 - (e) Easter Saturday
 - (f) Easter Sunday
 - (g) Easter Monday
 - (h) 25 April (ANZAC Day) or any substitute day proclaimed by the State of Victoria.
 - (i) the second Monday in June (Queen's Birthday)
 - (k) the Friday before the Australian Football League Grand Final
 - (l) the first Tuesday in November (Melbourne Cup Day) or such other day as is gazetted under the Public Holidays Act 1993 (Vic) as a day in lieu of Melbourne Cup Day in a particular non metropolitan municipal district.
 - (m) 25 December (Christmas Day). Where Christmas Day falls on a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December
 - (n) 26 December (Boxing Day). Where Boxing Day falls on a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

Family Violence leave

General Principle

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

- (ii) Leave for family violence purposes is available to employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

Definition of Family Violence

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

Eligibility

- (c) (i) Leave for family violence purposes is available to all employees with the exception of casual employees.
- (ii) Casual employees are entitled to access leave without pay for family violence purposes.

General Measures

- (d) (i) Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (ii) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- (iii) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (iv) The Employer will identify

contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.

- (v) An employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, or union delegate. The immediate supervisor may seek advice from the Family Violence contact if the employee chooses not to see the Family Violence contact.
- (vii)*Where requested by an employee, the Employer will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clauses (e) and (f).
- (viii) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

*The following two typographical errors should be read as (vi) and (vii).

Leave

- (e) (i) An employee experiencing family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (ii) An employee who supports a person experiencing family violence may utilise their personal/carer's leave

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

Individual Support

- (f) (i) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Employer will approve any reasonable request from an employee experiencing family violence for:
 - temporary or ongoing changes to their span of hours or pattern of hours and/or shift patterns;
 - temporary or ongoing job redesign or changes to duties;
 - temporary or ongoing relocation to suitable employment;
 - a change to their telephone number or email address to avoid harassing contact;
 - any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (ii) Any changes to an employee's role should be reviewed at agreed periods. When an employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the employee's substantive position.
- (iii) An employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local employee support resources. The EAP will

- include professionals trained specifically in family violence.
- (iv) An employee that discloses that they are experiencing family violence will be given information regarding current support services.

Leave to Attend Trade Union Training Courses

- (27) (a) An employee who has been nominated by a union to attend a trade union training course will be granted up to five days leave in any one calendar year to enable attendance. An Employee may be granted paid leave under this clause in excess of five days and up to ten days in any one calendar year subject to the total leave taken in that calendar year and in the subsequent calendar year not exceeding ten days.
- (b) Trade union training leave will be granted with pay where:
 - (i) the leave will not cause undue disruption to the school's program;
 - (ii) arrangements could not be made to attend training out of hours;
 - (iii) the proposed training is of benefit to the Teaching Service or the school;
 - (iv) suitable relief arrangements can be arranged at the union's expense.
- (c) In all other cases, trade union training leave will be granted without pay subject to suitable relief arrangements being available.

Grandparent leave

- (28) An employee is entitled to a period of up to 52 weeks' continuous unpaid grandparent leave in respect of the birth or adoption of a grandchild of the employee in order to provide care and assistance to the parent or grandchild and may use any annual leave or long service leave entitlements at full or half pay which they have accrued.

General

- (29) The Employer may grant leave with or without pay subject to such terms and

conditions as the Employer thinks fit in any particular case for any purpose not covered in this Agreement.

Reimbursement of Expenses

- 27 (1) The Employer will reimburse the employee reasonable out of pocket expenses actually and necessarily incurred in the course of their authorised duties.
- (2) The Employer must apply the rulings of the Commissioner of Taxation (Australian Taxation Office) relating to reasonable allowances in determining the maximum rates payable, unless otherwise approved by the Employer.
- (3) The amount of an expense will be considered reasonable where it does not exceed the relevant amounts set by the Australian Taxation Office as adjusted from time to time.
- (4) For the purposes of this clause the Employer will determine the work location for an employee whose place of work is not fixed but is variable.

Allowable expenses

- (5) Allowable expenses include:
 - (a) travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location; and
 - (b) expenses incurred in using private mobile and home phones in accordance with subclause (6); and
 - (c) expenses incurred in using private vehicles in accordance with subclause (7).

Private phone use

- (6) (a) An employee, required to use their private mobile phone or home phone in the course of their employment, will be reimbursed for work-related calls.
- (b) The employee must obtain the prior approval of the Employer before using their private mobile or home phone during the course of their employment.
- (c) Following use, the employee must submit an itemised statement of the calls made and their cost.

Private motor vehicle use

- (7) (a) An employee, required to use their private motor vehicle in the course of their employment, will be reimbursed for kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of the employee's employment and authorised by the Employer.
- (b) The employee must obtain the prior approval of the Employer before using their private motor vehicle during the course of their employment.
- (c) Following use, the employee must submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.
- (d) The rates payable in respect of motor kilometre costs will be the rates determined by the Australian Taxation Office from time to time.

Removal expenses

- (8) An ongoing employee who is required to relocate their residence owing to:
- (a) promotion to an advertised vacancy;
- (b) transfer following an official instruction;
- (c) transfer to an advertised vacancy after having served for at least five years in the one school or location or at least four years in a school designated by the Employer as remote; or
- (d) redeployment, as an excess employee
- will be reimbursed expenses incurred for travel, meals, accommodation at the rates specified in subclauses (1) to (3) and the cost of removal of household and personal belongings by the most direct route in respect of the employee and their dependants including the cost of comprehensive insurance cover for those items whilst in transit, up to a maximum cover of \$55,000 or such higher amount approved by the Employer.
- (9) Unless otherwise approved by the Employer, an employee is not eligible for reimbursement of removal expenses under subclause (8) in the case of:
- (a) a transfer arising from the

- request, fault, or misconduct of an employee; or
- (b) relocation from place to place within Ballarat, Bendigo, Geelong or within the Melbourne metropolitan area.
- (10) Where more than one employee is eligible to be reimbursed removal expenses in respect of the one relocation, only one employee is entitled to be reimbursed removal expenses.
- (11) An employee promoted or transferred in circumstances provided in subclauses (8)(a), (b) or (d), other than an employee who is not entitled to be reimbursed under subclause (9), will be paid:
- (a) a re-establishment allowance of:
- (i) an employee without dependants - \$541; or
- (ii) an employee with dependants - \$1,083
- provided that, where more than one employee is eligible to be reimbursed removal expenses in respect of the same relocation, the total allowance paid under this subclause will not exceed \$1,083.
- (b) the reasonable cost of stamp duty paid on purchase of a residence or land for the purpose of erecting a residence for their own permanent occupation at the new location provided that the employee:
- (i) sells a residence at their old location;
- (ii) enters into occupation of a residence at the new location within 15 months of the effective date of the promotion or transfer; and
- (iii) provides satisfactory evidence of expenditure.
- (c) Reimbursement under subclause (b) will not be made where the employee occupies a government residence at the new location.
- (12) An employee who owns a motor vehicle(s) that is used for transport to the new location will be reimbursed at the appropriate rate prescribed in subclause (7).

Dispute Resolution Procedures

- 28 (1) Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or in relation to matters

covered by the National Employment Standards, other than termination of employment, must be dealt with in accordance with this clause.

- (2) This clause does not deal with the renegotiation of any workplace agreement.
- (3) A person bound by this Agreement may choose to be represented at any stage by a representative, including a union representative or Employer's organisation.

Obligations

- (4) The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (5) Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an employee who has a reasonable concern about an imminent risk to their health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the employee to perform.
- (6) No person bound by the Agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

Discussion of dispute

- (7) The dispute must first be discussed by the aggrieved employee(s) with the Employer's representative at the workplace.
- (8) Where a dispute remains unresolved, the matter will be documented and referred to the Employer who will consult with the parties and endeavour to resolve the matter. The parties will be informed of the outcome in writing.

Internal process

- (9) If any party to the dispute or grievance who is bound by the Agreement

refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process.

- (10) If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with in accordance with the processes set out in subclauses (12) and (13) or subclauses (14) and (15) as appropriate.
- (11) If the matter is not settled, the Employer or a union bound by the Agreement and chosen as the employee representative may apply to the Fair Work Commission to have the dispute or grievance dealt with by conciliation.

Disputes of a Collective Character

- (12) The parties bound by the Agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to the Fair Work Commission.
- (13) No dispute of a collective character may be referred to the Fair Work Commission directly unless there has been a genuine attempt to resolve the dispute in accordance with subclauses (4) to (6) prior to it being referred to the Fair Work Commission.

Unresolved Disputes

- (14) If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and the steps set out in subclauses (1) to (13) have been taken, the dispute may be referred to the Fair Work Commission for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the Fair Work Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (15) The decision of the Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

Consultation - major changes and changes to regular rosters and ordinary hours of work

- 29 (1) This clause applies if the Employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees (other than employees who have irregular, sporadic or unpredictable working hours).

Consultation in relation to major change

- (2) As soon as practicable, the Employer will:
- (a) discuss with the relevant employees and their representatives (if any):
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) the measures being taken to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of that discussion, provide the relevant employees and their representatives (if any) with information, in writing, about the nature of the change and the expected effects of the change on the employees.

However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives (if any).

Consultation in relation to changes to regular rosters and ordinary hours of work

- (3) As soon as practicable, the Employer will:
- (a) provide the relevant employees and their representatives (if any) with information about the proposed change;
 - (b) invite the relevant employees 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

- (c) consider any views given by the relevant employees and their representatives (if any) about the impact of the change.

Representation

- (4) The relevant employees may appoint a representative for the purpose of consultation in accordance with this clause. Where a relevant employee appoints a representative for this purpose and advises the Employer of the identity of that representative, the Employer will recognise that representative.

Definitions

- (5) For the purpose of this clause 29:
- "relevant employees"** means employees who may be affected by a change referred to in clause 29(1);
- "significant effect"** means:
- (a) the termination of employment of employees (other than in the case of redundancy);
 - (b) a major change to the composition, operation or size of the Employer's workforce or the skills required of employees;
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (d) the alteration of hours of work;
 - (e) the need to retrain employees;
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs, provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

Electronic Communications

- 30 Electronic communications will be consistent with Department policy provided that employees are allowed reasonable access to electronic communication and photocopying to facilitate communication between employees and their representatives, which may include a union, on matters pertaining to the employer/employee relationship.

Flexible Work

- 31 The parties recognise the importance of flexible work arrangements and family friendly work practices in maintaining a diverse, adaptive and high performing workforce. The success of flexible work arrangements requires 'give and take' and a shared responsibility between the Employer and employee to make the arrangements work.

Individual Flexibility Arrangement

- 32 (1) An employee and the Employer may agree to make an individual flexibility arrangement pursuant to this clause to vary the effect of terms of this agreement in order to meet the genuine needs of the employee and Employer. An individual flexibility arrangement must be genuinely agreed to by the employee and the Employer.
- (2) The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth);
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth);
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of the Employer and employee;
 - (c) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
 - (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;
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.

- (4) The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The Employer or 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 the Employer and employee agree in writing - at any time.
- (6) The terms which may be varied by agreement under this clause are any clauses of the agreement about one or more of the following matters:
 - (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) leave loading.

Supported Wage

- 33 The Supported Wage System set out in Schedule 6 applies to an employee who is unable to perform the range of duties to the competence level required within the employee's class of work, because of the effects of a disability on the employee's productive capacity and who meets the impairment criteria for receipt of a disability support pension.

Abandonment

- 34 (1) If a fixed term employee is absent for more than 20 working days:
- (a) in circumstances where the Employer could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence; and
 - (b) without the permission of the Employer; and
 - (c) without contacting the Employer to provide an explanation for the absence;
- the Employer is entitled to treat the employee as having resigned and the employment as having been terminated by the employee at the employee's initiative.
- (2) (a) A former employee, who considers their employment should not have

been terminated may refer the matter to the Merit Protection Board for determination in accordance with the requirements from time to time of that body.

- (b) Where the Merit Protection Board has jurisdiction to review a decision that is the subject of a grievance instituted by an employee, this clause should not be construed to require any action to be taken on the grievance other than that which may be determined by the Merit Protection Board.

Notice of Termination

- 35 (1) Notice of termination is provided for in the National Employment Standards. The notice periods in this clause supplement the provision in the National Employment Standards which deal with termination of employment.
- (2) Subject to any entitlement to a longer period of notice under the National Employment Standards, the employment of an employee will not be terminated without at least four weeks' notice (inclusive of the notice required under the National Employment Standards).
 - (3) An exercise of the power under section 2.4.61A of the *Education and Training Reform Act 2006* (Vic) must be consistent with the principles of natural justice.

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Schedule 1

Salary Rates

Employees will be paid the rates appropriate to their classification as follows:

Principal Class

1.1 Principal class employees will be paid the salary set out in the tables below:

(a) Principals will be paid within salary ranges 2 to 6 as follows:

Range	Effective from the first pay period on or after								
	24/12/21	1/01/22	1/07/22	1/01/23	1/07/23	1/01/24	1/07/24	1/01/25	1/07/25
Range 6									
6-4	\$220,413	\$222,617	\$224,844	\$227,092	\$229,363	\$231,657	\$233,973	\$236,313	\$238,676
6-3	\$216,091	\$218,252	\$220,435	\$222,639	\$224,866	\$227,114	\$229,385	\$231,679	\$233,996
6-2	\$211,854	\$213,973	\$216,113	\$218,274	\$220,456	\$222,661	\$224,888	\$227,136	\$229,408
6-1	\$207,700	\$209,777	\$211,875	\$213,994	\$216,134	\$218,295	\$220,478	\$222,683	\$224,910
Range 5									
5-4	\$203,627	\$205,664	\$207,720	\$209,797	\$211,895	\$214,014	\$216,154	\$218,316	\$220,499
5-3	\$199,635	\$201,631	\$203,647	\$205,684	\$207,741	\$209,818	\$211,916	\$214,035	\$216,176
5-2	\$195,720	\$197,678	\$199,654	\$201,651	\$203,667	\$205,704	\$207,761	\$209,839	\$211,937
5-1	\$191,883	\$193,802	\$195,740	\$197,697	\$199,674	\$201,671	\$203,688	\$205,724	\$207,782
Range 4									
4-4	\$185,991	\$187,851	\$189,729	\$191,626	\$193,543	\$195,478	\$197,433	\$199,407	\$201,401
4-3	\$181,987	\$183,807	\$185,645	\$187,502	\$189,377	\$191,270	\$193,183	\$195,115	\$197,066
4-2	\$178,070	\$179,851	\$181,649	\$183,466	\$185,300	\$187,153	\$189,025	\$190,915	\$192,824
4-1	\$174,236	\$175,978	\$177,738	\$179,515	\$181,310	\$183,123	\$184,955	\$186,804	\$188,672
Range 3									
3-4	\$170,485	\$172,190	\$173,912	\$175,651	\$177,408	\$179,182	\$180,974	\$182,783	\$184,611
3-3	\$167,251	\$168,924	\$170,613	\$172,319	\$174,042	\$175,783	\$177,540	\$179,316	\$181,109
3-2	\$163,651	\$165,288	\$166,941	\$168,610	\$170,296	\$171,999	\$173,719	\$175,456	\$177,211
3-1	\$160,128	\$161,729	\$163,347	\$164,980	\$166,630	\$168,296	\$169,979	\$171,679	\$173,396
Range 2									
2-4	\$156,681	\$158,248	\$159,831	\$161,429	\$163,043	\$164,674	\$166,321	\$167,984	\$169,664
2-3	\$150,795	\$152,303	\$153,826	\$155,364	\$156,918	\$158,487	\$160,072	\$161,673	\$163,289
2-2	\$147,548	\$149,023	\$150,514	\$152,019	\$153,539	\$155,074	\$156,625	\$158,191	\$159,773
2-1	\$144,372	\$145,816	\$147,274	\$148,747	\$150,234	\$151,737	\$153,254	\$154,787	\$156,335

(b) Assistant principals will be paid within salary ranges 1 to 4 as follows:

Range	Effective from the first pay period on or after								
	24/12/21	1/01/22	1/07/22	1/01/23	1/07/23	1/01/24	1/07/24	1/01/25	1/07/25
Range 4									
4-4	\$177,134	\$178,905	\$180,694	\$182,501	\$184,326	\$186,170	\$188,031	\$189,912	\$191,811
4-3	\$173,321	\$175,054	\$176,805	\$178,573	\$180,359	\$182,162	\$183,984	\$185,824	\$187,682
4-2	\$169,591	\$171,286	\$172,999	\$174,729	\$176,477	\$178,241	\$180,024	\$181,824	\$183,642
4-1	\$165,939	\$167,598	\$169,274	\$170,967	\$172,676	\$174,403	\$176,147	\$177,909	\$179,688
Range 3									
3-4	\$162,367	\$163,991	\$165,631	\$167,287	\$168,960	\$170,649	\$172,356	\$174,079	\$175,820
3-3	\$159,287	\$160,880	\$162,488	\$164,113	\$165,754	\$167,412	\$169,086	\$170,777	\$172,485
3-2	\$155,858	\$157,417	\$158,991	\$160,581	\$162,187	\$163,809	\$165,447	\$167,101	\$168,772
3-1	\$152,503	\$154,028	\$155,568	\$157,124	\$158,695	\$160,282	\$161,885	\$163,504	\$165,139
Range 2									
2-4	\$149,220	\$150,713	\$152,220	\$153,742	\$155,279	\$156,832	\$158,400	\$159,984	\$161,584
2-3	\$143,614	\$145,050	\$146,501	\$147,966	\$149,446	\$150,940	\$152,450	\$153,974	\$155,514
2-2	\$140,522	\$141,927	\$143,346	\$144,780	\$146,228	\$147,690	\$149,167	\$150,658	\$152,165
2-1	\$137,497	\$138,872	\$140,261	\$141,664	\$143,080	\$144,511	\$145,956	\$147,416	\$148,890
Range 1									
1-4	\$136,073	\$137,434	\$138,808	\$140,196	\$141,598	\$143,014	\$144,444	\$145,888	\$147,347
1-3	\$131,879	\$133,198	\$134,530	\$135,875	\$137,234	\$138,606	\$139,992	\$141,392	\$142,806
1-2	\$128,163	\$129,444	\$130,739	\$132,046	\$133,367	\$134,700	\$136,047	\$137,408	\$138,782
1-1	\$124,551	\$126,870	\$128,139	\$129,420	\$130,714	\$132,021	\$133,341	\$134,675	\$136,022

(c) Liaison principals will be paid within salary ranges 1 to 6 as follows:

Range	Effective from the first pay period on or after								
	24/12/21	1/01/22	1/07/22	1/01/23	1/07/23	1/01/24	1/07/24	1/01/25	1/07/25
Range 6									
6-4	\$220,413	\$222,617	\$224,844	\$227,092	\$229,363	\$231,657	\$233,973	\$236,313	\$238,676
6-3	\$216,091	\$218,252	\$220,435	\$222,639	\$224,866	\$227,114	\$229,385	\$231,679	\$233,996
6-2	\$211,854	\$213,973	\$216,113	\$218,274	\$220,456	\$222,661	\$224,888	\$227,136	\$229,408
6-1	\$207,700	\$209,777	\$211,875	\$213,994	\$216,134	\$218,295	\$220,478	\$222,683	\$224,910
Range 5									
5-4	\$203,627	\$205,664	\$207,720	\$209,797	\$211,895	\$214,014	\$216,154	\$218,316	\$220,499
5-3	\$199,635	\$201,631	\$203,647	\$205,684	\$207,741	\$209,818	\$211,916	\$214,035	\$216,176
5-2	\$195,720	\$197,678	\$199,654	\$201,651	\$203,667	\$205,704	\$207,761	\$209,839	\$211,937
5-1	\$191,883	\$193,802	\$195,740	\$197,697	\$199,674	\$201,671	\$203,688	\$205,724	\$207,782
Range 4									
4-4	\$185,991	\$187,851	\$189,729	\$191,626	\$193,543	\$195,478	\$197,433	\$199,407	\$201,401
4-3	\$181,987	\$183,807	\$185,645	\$187,502	\$189,377	\$191,270	\$193,183	\$195,115	\$197,066
4-2	\$178,070	\$179,851	\$181,649	\$183,466	\$185,300	\$187,153	\$189,025	\$190,915	\$192,824
4-1	\$174,236	\$175,978	\$177,738	\$179,515	\$181,310	\$183,123	\$184,955	\$186,804	\$188,672
Range 3									
3-4	\$170,485	\$172,190	\$173,912	\$175,651	\$177,408	\$179,182	\$180,974	\$182,783	\$184,611
3-3	\$167,251	\$168,924	\$170,613	\$172,319	\$174,042	\$175,783	\$177,540	\$179,316	\$181,109
3-2	\$163,651	\$165,288	\$166,941	\$168,610	\$170,296	\$171,999	\$173,719	\$175,456	\$177,211
3-1	\$160,128	\$161,729	\$163,347	\$164,980	\$166,630	\$168,296	\$169,979	\$171,679	\$173,396
Range 2									
2-4	\$156,681	\$158,248	\$159,831	\$161,429	\$163,043	\$164,674	\$166,321	\$167,984	\$169,664
2-3	\$150,795	\$152,303	\$153,826	\$155,364	\$156,918	\$158,487	\$160,072	\$161,673	\$163,289
2-2	\$147,548	\$149,023	\$150,514	\$152,019	\$153,539	\$155,074	\$156,625	\$158,191	\$159,773
2-1	\$144,372	\$145,816	\$147,274	\$148,747	\$150,234	\$151,737	\$153,254	\$154,787	\$156,335
Range 1									
1-4	\$136,073	\$137,434	\$138,808	\$140,196	\$141,598	\$143,014	\$144,444	\$145,888	\$147,347
1-3	\$131,879	\$133,198	\$134,530	\$135,875	\$137,234	\$138,606	\$139,992	\$141,392	\$142,806
1-2	\$128,163	\$129,444	\$130,739	\$132,046	\$133,367	\$134,700	\$136,047	\$137,408	\$138,782
1-1	\$124,551	\$127,176	\$128,447	\$129,732	\$131,029	\$132,339	\$133,663	\$134,999	\$136,349

Teacher Class

1.2 Employees within the teacher class will be paid the salary appropriate to their classification and salary range as follows:

Classification & salary range		Effective from the first pay period on or after								
		24/12/21	1/01/22	1/07/22	1/01/23	1/07/23	1/01/24	1/07/24	1/01/25	1/07/25
Leading Teacher	Range 3									
	3-2	\$119,632	\$120,828	\$122,037	\$123,257	\$124,490	\$125,735	\$126,992	\$128,262	\$129,544
	3-1	\$114,480	\$115,625	\$116,782	\$117,949	\$119,129	\$120,320	\$121,523	\$122,739	\$123,966
Learning Specialist	Range 3									
	3-2	\$119,632	\$120,828	\$122,037	\$123,257	\$124,490	\$125,735	\$126,992	\$128,262	\$129,544
	3-1	\$114,480	\$115,625	\$116,782	\$117,949	\$119,129	\$120,320	\$121,523	\$122,739	\$123,966
Classroom Teacher	Range 2									
	2-6	\$109,029	\$110,119	\$111,221	\$112,333	\$113,456	\$114,591	\$115,737	\$116,894	\$118,063
	2-5	\$100,790	\$101,798	\$102,816	\$103,845	\$104,883	\$105,932	\$106,991	\$108,061	\$109,142
	2-4	\$97,204	\$98,176	\$99,158	\$100,149	\$101,151	\$102,162	\$103,184	\$104,216	\$105,258
	2-3	\$93,744	\$94,682	\$95,628	\$96,585	\$97,551	\$98,526	\$99,511	\$100,506	\$101,512
	2-2	\$90,408	\$91,312	\$92,225	\$93,147	\$94,079	\$95,019	\$95,970	\$96,929	\$97,899
	2-1	\$87,191	\$88,062	\$88,943	\$89,832	\$90,731	\$91,638	\$92,554	\$93,480	\$94,415
	Range 1									
	1-5	\$84,088	\$84,929	\$85,778	\$86,636	\$87,503	\$88,378	\$89,261	\$90,154	\$91,056
	1-4	\$81,095	\$81,906	\$82,725	\$83,552	\$84,388	\$85,232	\$86,084	\$86,945	\$87,814
	1-3	\$78,210	\$78,992	\$79,782	\$80,580	\$81,386	\$82,199	\$83,021	\$83,852	\$84,690
	1-2	\$75,427	\$76,181	\$76,943	\$77,712	\$78,489	\$79,274	\$80,067	\$80,868	\$81,676
	1-1	\$73,499	\$74,234	\$74,976	\$75,726	\$76,484	\$77,248	\$78,021	\$78,801	\$79,589

Paraprofessional Class

1.3 Employees within the paraprofessional class will be paid the salary appropriate to their classification and salary range as follows:

Classification & salary range		Effective from the first pay period on or after								
		24/12/21	1/01/22	1/07/22	1/01/23	1/07/23	1/01/24	1/07/24	1/10/20*	1/01/25**
Level 2	Range 4									
	Max	\$119,632	\$120,828	\$122,037	\$123,257	\$124,490	\$125,735	\$126,992	\$128,262	\$129,544
	Min	\$109,029	\$110,119	\$111,221	\$112,333	\$113,456	\$114,591	\$115,737	\$116,894	\$118,063
	Range 3									
	P 3-3	\$100,790	\$101,798	\$102,816	\$103,845	\$104,883	\$105,932	\$106,991	\$108,061	\$109,142
	P 3-2	\$97,204	\$98,176	\$99,158	\$100,149	\$101,151	\$102,162	\$103,184	\$104,216	\$105,258
	P 3-1	\$93,744	\$94,682	\$95,628	\$96,585	\$97,551	\$98,526	\$99,511	\$100,506	\$101,512
Level 1	Range 2									
	P 2-5	\$90,408	\$91,312	\$92,225	\$93,147	\$94,079	\$95,019	\$95,970	\$96,929	\$97,899
	P 2-4	\$87,191	\$88,062	\$88,943	\$89,832	\$90,731	\$91,638	\$92,554	\$93,480	\$94,415
	P 2-3	\$84,088	\$84,929	\$85,778	\$86,636	\$87,503	\$88,378	\$89,261	\$90,154	\$91,056
	P 2-2	\$81,095	\$81,906	\$82,725	\$83,552	\$84,388	\$85,232	\$86,084	\$86,945	\$87,814
	P 2-1	\$78,210	\$78,992	\$79,782	\$80,580	\$81,386	\$82,199	\$83,021	\$83,852	\$84,690
	Range 1									
	P 1-6	\$75,427	\$76,181	\$76,943	\$77,712	\$78,489	\$79,274	\$80,067	\$80,868	\$81,676
	P 1-5	\$69,327	\$70,021	\$70,721	\$71,428	\$72,142	\$72,864	\$73,592	\$74,328	\$75,072
	P 1-4	\$64,221	\$64,864	\$65,512	\$66,167	\$66,829	\$67,497	\$68,172	\$68,854	\$69,543
	P 1-3	\$59,493	\$60,088	\$60,689	\$61,296	\$61,909	\$62,528	\$63,153	\$63,784	\$64,422
	P 1-2	\$55,111	\$55,662	\$56,218	\$56,781	\$57,348	\$57,922	\$58,501	\$59,086	\$59,677
	P 1-1	\$51,052	\$51,563	\$52,079	\$52,599	\$53,125	\$53,657	\$54,193	\$54,735	\$55,282

This is a typographical error should be *1/01/25 and **1/07/25.

Education Support Class

1.4 Employees within the education support class will be paid the salary appropriate to their classification and salary range as follows:

Classification & salary range		Effective from the first pay period on or after								
		24/12/21	1/01/22	1/07/22	1/01/23	1/07/23	1/01/24	1/07/24	1/01/25	1/01/25*
Level 2	Range 6									
	6-5	\$143,170	\$144,602	\$146,048	\$147,508	\$148,984	\$150,473	\$151,978	\$153,498	\$155,033
	6-4	\$138,108	\$139,489	\$140,884	\$142,293	\$143,716	\$145,153	\$146,605	\$148,071	\$149,551
	6-3	\$133,181	\$134,513	\$135,858	\$137,217	\$138,589	\$139,975	\$141,375	\$142,788	\$144,216
	6-2	\$128,428	\$129,712	\$131,010	\$132,320	\$133,643	\$134,979	\$136,329	\$137,692	\$139,069
	6-1	\$123,846	\$125,085	\$126,336	\$127,599	\$128,875	\$130,164	\$131,465	\$132,780	\$134,108
	Range 5									
	5-6	\$123,799	\$125,037	\$126,288	\$127,551	\$128,826	\$130,114	\$131,415	\$132,730	\$134,057
	5-5	\$119,831	\$121,030	\$122,240	\$123,462	\$124,697	\$125,944	\$127,203	\$128,476	\$129,760
	5-4	\$115,864	\$117,022	\$118,192	\$119,374	\$120,568	\$121,774	\$122,991	\$124,221	\$125,464
Level 1	5-3	\$112,106	\$113,227	\$114,360	\$115,503	\$116,658	\$117,825	\$119,003	\$120,193	\$121,395
	5-2	\$108,472	\$109,557	\$110,653	\$111,759	\$112,877	\$114,006	\$115,146	\$116,297	\$117,460
	5-1	\$104,956	\$106,005	\$107,066	\$108,136	\$109,218	\$110,310	\$111,413	\$112,527	\$113,652
	Range 4									
	4-6	\$101,553	\$102,568	\$103,594	\$104,630	\$105,676	\$106,733	\$107,800	\$108,878	\$109,967
	4-5	\$98,262	\$99,245	\$100,237	\$101,239	\$102,252	\$103,274	\$104,307	\$105,350	\$106,404
	4-4	\$95,077	\$96,028	\$96,988	\$97,958	\$98,938	\$99,927	\$100,927	\$101,936	\$102,955
	4-3	\$91,996	\$92,916	\$93,845	\$94,784	\$95,732	\$96,689	\$97,656	\$98,632	\$99,619
	4-2	\$89,013	\$89,903	\$90,802	\$91,710	\$92,628	\$93,554	\$94,489	\$95,434	\$96,389
	4-1	\$86,129	\$86,990	\$87,860	\$88,738	\$89,626	\$90,522	\$91,427	\$92,342	\$93,265
	Range 3									
	3-6	\$82,499	\$83,324	\$84,157	\$84,999	\$85,849	\$86,708	\$87,575	\$88,450	\$89,335
	3-5	\$78,870	\$79,659	\$80,455	\$81,260	\$82,072	\$82,893	\$83,722	\$84,559	\$85,405
	3-4	\$75,086	\$75,836	\$76,595	\$77,361	\$78,134	\$78,916	\$79,705	\$80,502	\$81,307
	3-3	\$72,652	\$73,379	\$74,113	\$74,854	\$75,602	\$76,358	\$77,122	\$77,893	\$78,672
	3-2	\$70,308	\$71,011	\$71,721	\$72,439	\$73,163	\$73,895	\$74,634	\$75,380	\$76,134
	3-1	\$67,845	\$68,524	\$69,209	\$69,901	\$70,600	\$71,306	\$72,019	\$72,739	\$73,467
	Range 2									
	2-8	\$66,915	\$67,584	\$68,260	\$68,943	\$69,632	\$70,329	\$71,032	\$71,742	\$72,460
	2-7	\$64,911	\$65,560	\$66,215	\$66,878	\$67,546	\$68,222	\$68,904	\$69,593	\$70,289
	2-6	\$62,263	\$62,886	\$63,515	\$64,150	\$64,791	\$65,439	\$66,094	\$66,755	\$67,422
	2-5	\$60,266	\$60,868	\$61,477	\$62,092	\$62,713	\$63,340	\$63,973	\$64,613	\$65,259
	2-4	\$58,268	\$58,851	\$59,439	\$60,034	\$60,634	\$61,240	\$61,853	\$62,471	\$63,096
	2-3	\$56,270	\$56,833	\$57,401	\$57,975	\$58,555	\$59,141	\$59,732	\$60,330	\$60,933
	2-2	\$54,273	\$54,816	\$55,364	\$55,917	\$56,477	\$57,041	\$57,612	\$58,188	\$58,770
	2-1	\$52,250	\$52,773	\$53,301	\$53,834	\$54,372	\$54,916	\$55,465	\$56,019	\$56,580
	Range 1									
	1-2	\$49,730	\$50,227	\$50,730	\$51,237	\$51,749	\$52,267	\$52,789	\$53,317	\$53,850
	1-1	\$47,672	\$48,149	\$48,630	\$49,117	\$49,608	\$50,104	\$50,605	\$51,111	\$51,622

*This is a typographical error should be 1/07/25.

Schedule 2

Roles and Responsibilities – Teacher Class

Leading teacher

Leading teachers will be highly skilled classroom practitioners and undertake leadership and management roles commensurate with their salary range. The role of leading teachers is to improve the skill, knowledge and performance of the teaching workforce in a school or group of schools and to improve the curriculum program of a school. Typically, leading teachers are responsible for coordinating a number of staff to achieve improvements in teaching and learning which may involve the coordination and professional support of colleagues through modelling, collaborating and coaching and using processes that develop knowledge, practice and professional engagement in others.

Leading teachers are expected to lead and manage a significant area or function within the school with a high degree of independence to ensure the effective development, provision and evaluation of the school's education program. Leading teachers will be expected to make a significant contribution to policy development relating to teaching and learning in the school. A leading teacher has a direct impact and influence on the achievement of the school goals.

Leading teachers are usually responsible for the implementation of one or more priorities contained in the school strategic plan.

Position responsibilities

In recognition of the importance of leadership and management combined with exemplary teaching practice for improved student learning outcomes, the key roles of the leading teachers may include but are not limited to:

- leading and managing the implementation of whole-school improvement initiatives related to the school strategic plan and school priorities
- leading and managing the implementation of whole-school improvement strategies related to curriculum planning and delivery

- leading and managing the provision of professional learning and developing individual and team performance and development plans for teaching staff within the priorities of the school
- leading and managing staff performance and development (review of staff)
- teaching demonstration lessons
- leading and managing the development of the school's assessment and reporting policies and practices
- leading and managing the implementation of the school operations and policies related to student welfare and discipline
- leading the development of curriculum in a major learning area and participating in curriculum development in other areas
- responsibility for general discipline matters beyond the management of classroom teachers
- contributing to the overall leadership and management of the school
- contributing to the development of proposals for school council consideration
- developing and managing the school code of conduct.

Learning Specialist

Learning Specialists will be highly skilled classroom practitioners who continue to spend the majority of their time in the classroom delivering high-quality teaching and learning and have a range of responsibilities related to their expertise, including teaching demonstration lessons, observing and providing feedback to other teachers and facilitating school-based professional learning.

Learning Specialists are expected to have deep knowledge and expertise in high quality teaching and learning in delivering improved achievement, engagement and wellbeing for students. The role of the Learning Specialist will be to model excellence in teaching and learning through demonstration lessons, and mentoring and coaching teachers in improving the skill, knowledge and effectiveness of the teaching workforce.

The Learning Specialist role is aimed at building excellence in teaching and learning within the Teaching Service.

Position responsibilities

In recognition of the importance of exemplary teaching practice for improved student learning outcomes, the key roles of the Learning Specialist may include but are not limited to:

- demonstrating high-level expertise in teaching and learning practice
- modelling exemplary classroom practice including through teaching demonstration lessons
- working with the school leadership team to develop a shared view of highly effective teacher practice
- leading and modelling the implementation of whole-school improvement strategies related to curriculum planning and delivery
- playing a key role in the provision of professional learning, including through developing processes and protocols for observation and feedback of teacher practice and peer collaboration
- modelling effective learning practice and supporting teachers to seek, analyse and act on feedback on their practice
- providing evidence-based feedback to teaching staff to inform their effectiveness and development

- providing expert advice about the content, processes and strategies that will shape individual and school professional learning
- supervising and training one or more pre-service teachers, and mentoring and/or coaching teachers
- modelling exemplary use of student data to inform teaching approaches
- developing and promoting school-wide professional learning structures, processes and protocols through Professional Learning Communities
- modelling exemplary professional learning practice including through seeking feedback from other teachers and leaders on their own classroom practice as part of critical reflection and inquiry to improve practice.

Classroom teacher

The classroom teacher classification comprises two salary ranges – range 1 and range 2. The primary focus of the classroom teacher is on the planning, preparation and teaching of programs to achieve specific student outcomes. The classroom teacher engages in critical reflection and inquiry in order to improve knowledge and skills to effectively engage students and improve their learning.

As the classroom teacher gains experience their contribution to the school program beyond the classroom increases.

All classroom teachers may be required to undertake other duties, including organisational duties, in addition to their timetabled teaching duties, planning, preparation, collaboration and assessment provided the responsibility is appropriate to the salary range, qualifications, training and experience of the teacher. In general, the duties required of a classroom teacher should be at least incidental to a teacher's professional duties and responsibilities.

Classroom teacher Range 2

Range 2 classroom teachers play a significant role in assisting the school to improve student performance and educational outcomes determined by the school strategic plan and state-wide priorities and contributing to the development and implementation of school policies and priorities. A critical component of this work will focus on increasing the knowledge base of staff within their school about student learning and high quality instruction to assist their school to define quality teacher practice.

Range 2 classroom teachers will be expected to:

- have the content knowledge and pedagogical practice to meet the diverse needs of all students
- model exemplary classroom practice and mentor/coach other teachers in the school to engage in critical reflection of their practice and to support staff to expand their capacity
- provide expert advice about the content, processes and strategies that will shape individual and school professional learning
- supervise and train one or more pre-service teachers
- assist staff to use student data to inform teaching approaches that enable targets related to improving student learning outcomes to be achieved.

Classroom teacher Range 1

The primary focus of the range 1 classroom teacher is on further developing skills and competencies to become an effective classroom practitioner with structured support and guidance from teachers at higher levels and the planning, preparation and teaching of programs to achieve specific student outcomes. These teachers teach a range of students/classes and are accountable for the effective delivery of their programs.

Range 1 classroom teachers are skilled teachers who operate under general direction within clear guidelines following established work practices and documented priorities and may have responsibility for the supervision and training of one or more pre-service teachers.

At range 1, teachers participate in the development of school policies and programs and assist in the implementation of school priorities.

The focus of a range 1 classroom teacher is on classroom management, subject content and teaching practice. New entrants to the teaching profession in their initial teaching years receive structured support, mentoring and guidance from teachers at higher levels.

Under guidance, new entrants to the teaching profession will plan and teach student groups in one or more subjects and are expected to participate in induction programs and other professional learning activities that are designed to ensure the integration of curriculum, assessment and pedagogy across the school.

Teachers at range 1 are responsible for teaching their own classes and may also assist and participate in policy development, project teams and the organisation of co-curricula activities.

Schedule 3

Roles and Responsibilities – Nurse

Definitions

Nursing and Midwifery Board of Australia (or NMBA) includes its predecessor bodies.

Registered Nurse means a person registered in Division 1 on the Register of Nurses of the Nursing and Midwifery Board of Australia established by the *Health Practitioners Regulation National Law Act 2009*.

Enrolled Nurse means a person registered in Division 2 Enrolled Nurses of the Register of Nurses of the Nursing and Midwifery Board of Australia established by the *Health Practitioner Regulation National Law Act 2009*.

Victorian School Nursing Program means the Primary and Secondary School Nursing Programs operated by the Department of Education and Training.

Nurse Manager means a registered nurse, who coordinates and manages the health centre (however titled) of an individual school. For the avoidance of doubt this does not include a nurse manager in the Victorian School Nursing Program.

Roles and Responsibilities

This schedule sets out the roles and responsibilities that can be expected of a person employed as a Nurse in each education support class range.

School nurses promote the optimal health, wellbeing and development of students in a school setting. This may include a focus on one or more of the following: health monitoring and surveillance; health promotion, education and counselling; and the provision of primary health care to students. School nurses also make early identification, and intervention for students and families at risk.

School nurses practice collaboratively with other members of the school's education and health and wellbeing team and may also make referrals to other health practitioners to support the health and wellbeing needs of students.

School nurses are an integral part of the school community. In promoting optimal student health wellbeing and development, school nurses play a pivotal role in enabling students to meet their full educational potential.

School nursing is predominantly performed by registered nurses. All nurses practice in accordance with the legal, ethical, and professional framework set out by the Nursing and Midwifery Board of Australia.

The context of school nursing can vary. The Victorian School Nursing Program is delivered by registered nurses. Within the Primary School Nursing Program, school nurses focus on monitoring and making early identification and intervention around child health, wellbeing, and development. Within the Secondary School Nursing Program, school nurses focus on child and adolescent health promotion, education, and counselling.

Outside of the Victorian School Nursing Program, school nurses focus significantly on the provision of primary health care to students. Their role can also involve early identification and intervention around child health, wellbeing and development, and undertaking nursing activities relating to health promotion, education and counselling. In this setting, school nursing is predominantly performed by registered nurses, however, limited activities of nursing care can be delegated to an

enrolled nurse. Enrolled nurses must practice under the delegation and supervision of the registered nurse, and in accordance with the delegation and supervision framework set out by Nursing and Midwifery Board of Australia.

Nurse Manager – range 5

A registered nurse who coordinates and manages a health centre (however titled) of an individual school, provides clinical nursing leadership to registered and enrolled nurses and/or other staff within the health centre (however titled), and undertakes one or more of the following activities below:

- Managing and coordinating the day-to-day operations of a health centre (however titled).
- Leading and managing the implementation of whole-school improvement strategies related to health and wellbeing.
- Contributes to quality improvement activities to improve the health outcomes for students.
- Leading and managing the provision of professional development activities within the school community which relate to health and wellbeing.
- Leading and managing staff performance and development for registered and enrolled nurses, and/or other staff within the health centre.
- Leading the development of policy and procedure relating to health and wellbeing.
- Demonstrates high levels of autonomous nursing practice, and expertise in school nursing.
- In addition to coordinating and managing a health centre (however titled), undertakes the activities and responsibilities of the Registered Nurse range 4.

Registered Nurse – range 4

The Registered Nurse range 4 promotes the optimal health, wellbeing, and development of students in a school setting. Through a focus on one or more of the following, the Registered Nurse:

- Demonstrates high levels of autonomous and independent practice within the school setting.
- Provides timely, high-quality and evidence-based primary health care to students.
- Undertakes comprehensive health assessments, plans and evaluates ongoing care to promote the health, wellbeing, and development of individual students.
- Develops, implements and evaluates health education and promotion programs in response to identified health priorities in schools and in collaboration with school community.
- Actively promotes primary health care within the education curriculum.
- Makes nursing interventions which promote optimal student health in the following areas: alcohol and other drugs; safe environments; mental health and wellbeing; sexual health and wellbeing; physical health and wellbeing, and healthy eating and wellbeing.
- Makes early identification, timely intervention and referral for students and families at risk or experiencing vulnerability.
- Where clinically indicated, conducts health and development assessments on all school entrants with the consent of parents or guardians.
- Contributes as an integral member of the student health and wellbeing team to promote a social view of health.
- Communicates effectively with students, their families, the school community and with other health practitioners and service providers.
- Provides health advice and acts as a clinical resource to the school community.
- Recognises where it is appropriate to make referrals to health practitioners, and to other service providers to meet the individual healthcare needs of students.
- Facilitates links between the school community and relevant primary health care services.

- Delivers individual health counselling to meet the health care needs of individual students and to promote their optimal health and wellbeing.

Registered Nurse – range 3

The Registered Nurse range 3 promotes the optimal health, wellbeing, and development of students in a school setting. Through a focus on one or more of the following, the Registered Nurse range 3:

- Provides basic primary health care to students under guidance and support from registered nurses at higher levels located at the school.
- Communicates effectively with students, their families, the school community and with other health practitioners and service providers.
- Contributes as a member of the student health and wellbeing team under guidance and support from registered nurses at higher levels located at the school.

A Registered Nurse range 3 will have structured support and guidance from registered nurses at higher levels located at the school. For the avoidance of doubt, a Registered Nurse range 3 is not more properly classified at a higher range.

Enrolled Nurse – range 2

Subject to subclauses (1) and (2) below, an enrolled nurse may be employed directly by a school, to assist a registered nurse to promote the optimal health, wellbeing and development of students in a school setting.

- (1) An enrolled nurse must at all times practice under the delegation and supervision of a registered nurse. The enrolled nurse may:
 - (a) Assist the registered nurse to provide delegated activities of nursing care, according to the student's plan of care, professional standards, workplace policies and procedural guidelines
 - (b) Recognise when the health and wellbeing of a student is deteriorating and escalate in a timely way to the registered nurse.
 - (c) Contribute as a member of the student health and wellbeing team under the delegation and supervision of a registered nurse.
 - (d) Communicate effectively with students, their families, the school community and with other health practitioners and service providers.
- (2) An enrolled nurse cannot be employed to deliver, and is not involved in the delivery of, the Victorian School Nursing Program.

Schedule 4

Dimensions of Work – Education Support Class

Education support class Level 1 Range 1

The level 1, range 1 classification is a training grade for employees participating in formal trainee or cadetship programs or other similar public sector wide entry level employment programs.

Education support class Level 1 Range 2

An education support class position at this range will perform tasks that are carried out in accordance with guidelines, accepted practice, and school policy under supervision and direction. This may include coordination of other education support class staff within the work area or educational program.

The commencing salaries for persons employed at level 1 range 2 are set out in clause 18(4) of this agreement.

An education support class position supports the educational services being provided to students but must not include duties of a teacher as defined in clause 2.6.1* of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students can be required individually or in groups up to 4 in controlled circumstances and where the responsibility for students remains clearly with a teacher.

Certification and/or qualifications of up to three years can be required at this level (noting that Registered Nurse is not included at this level, the first level for which is Level 1 range 3).

A role at this range may include:

- Specific support tasks to achieve outcomes. Typically, this will involve accountability for a single function, (e.g. ensuring data is properly maintained) or the co-ordination of a work area under the direction of the principal or a manager.
- Assisting teachers, within an educational program, by undertaking specific support tasks or the coordination of the support function.
- Supervised health and wellbeing support tasks, medical intervention support tasks, or other specialised student/teacher support roles (e.g. enrolled nurses performing the role as described in schedule 3). These roles require specific qualifications and/or training, including roles

*The cross-referencing error should be read as 'section 2.4.1'

where further training must be undertaken from time to time. The role is for a specific purpose, for which there will be direct accountability as opposed to support roles that are carried out by a range of staff performing routine tasks under direction.

- Technical tasks that require a sound knowledge of basic technical and/or scientific principles that are used to develop and adapt work methods and make judgements where there are clear guidelines and limited options. Routine technical support in libraries, science, and information technology would be typical examples.

An education support class position at this range commencing at the base will initially be limited to undertaking routine tasks that are carried out

under close supervision and direction. Work that carries some degree of independence will generally involve a limited number of tasks performed on a regular basis where priorities are clear, procedures are well established, and direction is readily available. Subject to any specific qualification and/or training requirement, an education support class employee employed in this range may be progressively required to undertake coordination, specialised student/teacher support tasks, or technical tasks as experience in the role is gained.

The duties and responsibilities for the types of education support class work that can be expected at this level are set out below.

Dimensions of Work – level 1 range 2

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
<ul style="list-style-type: none">• Undertakes routine tasks with clear priorities in line with the job description, well established procedures, and under supervision, such as:<ul style="list-style-type: none">– Providing routine support for teachers– Assisting with planning of student routines• Duties mainly focused on routine tasks such as:<ul style="list-style-type: none">– Communicating with teachers about routine matters– Assisting teachers with communication with parents about routine matters– Providing basic physical care and wellbeing support for students such as toileting, meals, and lifting– Communicating with student/s to support comprehension of basic tasks and information– Addressing immediate behavioural presentations relating to specific students within a classroom setting aligned to school policy and procedure	<ul style="list-style-type: none">• Performs routine administrative or operational tasks, including: general telephone, front office enquiries, mail deliveries, assisting with stock control, supporting organisation of meetings, receiving and initial processing of standard paperwork• Operate and instruct others in the routine use of equipment and computer systems• Supports financial and budgetary processes and utilises standard software• Conducts induction processes for school visitors or tradespeople on school operational health and safety policies and procedures• Undertakes systems processing work such as data entry, purchasing, payments and reports• Coordinates the preparation of standard routine internal and external communication Provides support services in trade areas such as school grounds and building maintenance	<ul style="list-style-type: none">• Conducts routine scientific, technical, or specialist procedures and/or data collection, collation, and analysis• Applies basic technical knowledge to diagnose and correct faults and problems with technical equipment• Applies basic technical and/or scientific principles to enable the performance of a variety of interrelated technical tasks• Application of specialised knowledge is confined to a specific functional area (e.g. science laboratory, information or food technology support, library)• Provides specialised knowledge that is relied upon to deliver support services, under direction (e.g. information technology and technical support in science laboratories, food technologies and libraries)• Contributes to a small project team providing technical support to a school/s	<ul style="list-style-type: none">• Supports the first aid facilities and assists in delivering first aid to students• Undertakes administrative procedures associated with:<ul style="list-style-type: none">– delivery of various health, counselling, wellbeing and therapeutic services to a school(s)– health assessments– delivery of health and wellbeing education and promotion programs in collaboration with school community– provision of follow-up service for students– medical alerts and specific medical conditions

<ul style="list-style-type: none"> • Provides basic support and supervision for individuals or small groups of up to 4 students within a classroom setting • Provides support to careers advisor • Supports teachers in the coordination of educational programs independently or under minimal supervision, such as: <ul style="list-style-type: none"> – Rostering and organising the work of a team of aides – Providing routine co-ordination, guidance, and support to other student support staff – Liaising with external providers of support services about clearly defined support needs and resources – Supporting teachers in communicating objectives and outcomes relating to educational programs and/or students, including routine presentations – Assisting teachers with the communication of student outcomes and educational programs • Can provide medical intervention support to a student/s, provided that: <ul style="list-style-type: none"> – The student/s has a specific medical condition that requires assistance; – The support relates to a specific medical condition identified by the Employer under relevant policy – The support needed requires specialised training/ in the tasks to be performed; and – The position requires ongoing professional development and/or training to gain or maintain skills and knowledge relevant to the medical procedure. • Provides specialised communication support for students and teachers in areas such as AUSLAN and braille 	<ul style="list-style-type: none"> • Provides student transportation services such as bus driving, and scheduling • Undertakes VASS and/or VET administration support 	<ul style="list-style-type: none"> • Conducts training and/or instruction with respect to technical systems or scientific processes • Prepares experiments or use of equipment and conducts demonstrations, where required, under direct supervision • Undertakes relevant occupational health and safety requirements and, where necessary, risk assessments within the relative work area • Undertakes low/medium risk tasks as defined by the Departmental Risk Matrix or its successor 	
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Education support class Level 1 Range 3

An education support class role at this range is distinguished by the introduction of:

- management responsibility and accountability for the delivery of services. At this level, an employee may direct and supervise the work of other staff members to achieve specific objectives in school administration, operations or educational programs; or
- professional student support positions where standard professional services are delivered.

An education support class position supports the educational services being provided to students but must not include duties of a teacher as defined in clause 2.6.1* of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students can be required where it is an integral part of the employee’s position or in circumstances where supervision is required individually or in groups up to 4 in controlled circumstances and where the responsibility for students remains clearly with a teacher.

*The cross-referencing error should be read as ‘section 2.4.1’

This is the minimum range at which business manager or occupational health and safety manager functions can be performed.

This is the minimum range for positions that carry a required qualification of AQF 7 level or equivalent (or in the case of Registered Nurses an equivalent qualification leading to registration).

A role at this range may include:

- Some degree of professional autonomy to determine how targets and

goals are achieved within clearly established directions or framework Professional autonomy will generally be limited by standard procedures and school policy. Deviation from standard procedures and school policy will require guidance and direction from a senior manager.

- Management of the expected outcomes is a key responsibility in some areas such as school administration, operations, technical, or educational programs. Senior management will be provided with reports and advice, although this will generally be confined to matters relating to the immediate work area, service provision, or educational program and is unlikely to impact substantially on whole of school operations.
- Management of staff to achieve the expected outcomes is a key responsibility in some areas, such as school administration, operations, or educational programs. Staff management issues will be resolved with minimal reference to a senior manager, although guidance will be required in more complex cases.
- Professional support positions such as registered nurses (performing the role of Registered Nurse range 3 as described in schedule 3), speech pathologists, psychologists, occupational therapists, physiotherapists, and social workers. Professional support and guidance will be close at hand and deviation from standard procedures and school policy will require guidance and direction from a manager or senior practitioner where relevant.

The duties and responsibilities for the types of education support class work that can be expected at this level are set out below.

Education support class Level 1 Range 3

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
<ul style="list-style-type: none">• Provides instruction or coaching to students not including any duties of a teacher (e.g. instrumental music instruction, sport coaching, dance instruction)• Provides career advisory services to students	<ul style="list-style-type: none">• Distinguished from ES Level 1 Range 2 by the level of management responsibility for the work area that will have a greater impact on school administration and operations, and features supervision of other ES	<ul style="list-style-type: none">• Manages school science laboratory, library or information technology functions, including where they are the sole technician	<ul style="list-style-type: none">• Delivers care through various health, counselling, wellbeing and therapeutic services to a school(s)• Assesses student needs and delivers a range of services within generally defined parameters

<ul style="list-style-type: none"> • Undertakes VASS coordinator role in the school • Undertakes VET co-ordination role in the school 	<ul style="list-style-type: none"> • Objectives and directions are clear, but there is a greater level of autonomy in determining the approach • Manages others to achieve the objectives of the work area • Manages and directs the preparation of financial and budgeting documents and contributes to financial decision making • Manages a range of functions, such as finance, human resources and other support areas that contributes significantly to the business management function within the school • Adapt the way work is organised and modify existing practices within precedent and established methods • With broad direction manages the delivery of administrative and/or operational services • Implements the delivery of a particular service or function (e.g. finance, human resources, facilities) • Prepares and analyses reports from School databases to support decision making 	<ul style="list-style-type: none"> • Manages the flow of information to staff and students to ensure appropriate awareness of technical operations and safety • Advises school staff and students on aspects of information technology • Conducts training and instruction to school colleagues within the technical field • Undertakes small technical or specialist projects defined by others • Implements non-standard technical systems or equipment to a specification • Explains professional concepts and approaches to school stakeholders, colleagues, and staff • Applies sound theoretical knowledge and practical expertise • Provides professional services independently within defined school procedures • Influences operational leadership and strategic planning with respect to school service delivery • Provides reports for school staff or stakeholders, requiring in-depth factual analysis, including assessments and recommendations for consideration by others • May undertake low, medium and high-risk tasks as identified in Departmental Risk Matrix or its successor 	<ul style="list-style-type: none"> • Provides standard professional services independently within defined organisational parameters with professional support and guidance that is close at hand. • Provide standard clinical professional services to students within the parameters of school policy and guidelines and the standards set by the relevant registration body • Provide professional reports requiring in-depth factual analysis, including assessments and recommendations for consideration by others • Retains accountability for individual practice • Contributes to policy development within the school • Contributes to and/or conducts training and instruction to school colleagues within the professional field and individual scope of the practice • Explain professional concepts and approaches to students, stakeholders, colleagues and staff • Facilitate individual or group programs for students • Apply sound theoretical knowledge and practical expertise
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Education support class Level 1 Range 4

An education support class role at this range is distinguished by:

- broader management responsibility, particularly in the areas of finance and human resources where management responsibility is for a range of functions under a wide range of conditions, subject to the size and complexity of school operations; or
- delivery of professional student support services and/or clinical management of students and other support functions.

Objectives will, generally, be clearly defined; guidelines will be broad, and day-to-day direction minimal. Management responsibility extends to ensuring appropriate support levels are maintained across the school.

An education support class position supports the educational services being provided to students but must not include duties of a teacher as defined in clause 2.6.1 of the Education and Training Reform Act 2006 (Vic) or its successor. Supervision of students can be required where it is an integral part of the employee's position or in circumstances where supervision is required individually or in groups up to 4 in controlled circumstances and where the responsibility for students remains clearly with a teacher

A role at this range may include:

- Provision of key support and advice to the leadership team and school council and/or liaison with the general school community, the Department, and other government agencies and service providers.
- Professional student support positions where duties and responsibilities, relative to their professional discipline, are carried out with a higher level of autonomy and with minimal reliance on professional supervision. These positions provide health advice and clinical resources to the school community. Typical professional support positions operating at this level would be registered nurses (performing the role of Registered Nurse range 4 as described in Schedule 3), speech pathologists, psychologists, occupational therapists, physiotherapists, and social workers.
- Responsibility for the development and implementation of professional support programs within an educational environment, including guidance to other professional staff.

The duties and responsibilities for the types of education support class work that can be expected at this level are set out below.

Education support class Level 1 Range 4

Student/ Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
N/A	<ul style="list-style-type: none">• Provides expertise and/or professional leadership dealing with more complex issues requiring specialised support• Interprets and analyses data to inform and provide authoritative advice to the leadership team• Delivery of services on behalf of the leadership team• Reference to a manager will generally only occur where there is a need to clarify policy, priorities or broad objectives prior to making appropriate decisions	<ul style="list-style-type: none">• Manages the development and effective operation of the computer systems within a school/s where there is a high degree of complexity (e.g. school size, multi-campus, integration of several functional areas) and importance to the educational objectives• Involves a level of responsibility and accountability that would impact on school functions and/or projects that would significantly affect school operations and/or support for educational outcomes. For example, in school laboratories, libraries, and information technology the position would provide expertise and leadership in policy development that guides the work of others, including other school staff	<ul style="list-style-type: none">• Delivery of a professional support service/s in a school/s, including the development of policy and operational practices that will guide the work of others, including other school staff• Undertakes advanced interventions in dealing with particularly complex cases that may require cross-profession or agency collaboration• Provides expert advice in the professional field, which will influence the strategic approach to student support and learning

	<ul style="list-style-type: none"> • Negotiate and manage straightforward contracts and service agreements • Coordinate delivery of a range of support services across a school/s involving a range of work areas • Manage the school/s budget involving liaison with school staff and the leadership team to ensure budget targets are met 	<ul style="list-style-type: none"> • Formulates and supervises professional development programs for colleagues or other staff involved in the scientific or technical field • Undertakes research and analysis within an area of expertise consistent with school objectives • Manages the delivery of a professional support service(s) in a school(s), including the development of policy and operational practices that will guide the work of others, including school staff • Applies sound theoretical knowledge and practical expertise in development of standards relating to the school program or operation 	<ul style="list-style-type: none"> • Actively promotes primary health care, mental health, or wellbeing within the education curriculum. Provides information and facilitates links between the school community and relevant services • Delivers health and wellbeing education and promotion programs in collaboration with school community. Provides health and wellbeing advice to the school community • Implements evidence-based health promotion and preventive care within the school community • Provide leadership, training, and development for others in the adaption and application of professional fields • Undertakes nursing and/or health and wellbeing assessments and plans ongoing care to effectively address healthcare needs of individual students and groups within the school community. Acts on referrals by parents, guardians and employees • Delivers primary health care, counselling, wellbeing, and therapeutic services to students (or staff) in allocated schools through health education, assessment, support, referral and health and wellbeing promotion activities • Provides support for students (or staff) on sensitive health and wellbeing issues • Works actively to reduce negative health and wellbeing outcomes and risk-taking behaviours • Apply sound theoretical knowledge and practical expertise in developing service delivery options
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Education support class Level 1 Range 5

An education support class role at this range is usually a member of the leadership team who is accountable for the development and delivery of key services that are integral to the effective operation of a school(s). They provide a range of services and/or undertake the analysis of complex problems that form part of the policy framework.

An education support class position supports the educational services being provided to students but must not include duties of a teacher as defined in clause 2.6.1 of the Education and Training Reform Act 2006 (Vic) or its successor. Supervision of students can be required where it is an integral part of the employee’s position or in circumstances where supervision is

required individually or in groups up to 4 in controlled circumstances where the responsibility for students remains clearly with a teacher.

A role at this range may include:

- Professional support management responsibilities, including Nurse Managers (performing the role of Nurse Manager as described in Schedule 3)
- Management of a major school or network function, initiative or project, or Department targeted strategy

The duties and responsibilities for the types of education support class work that can be expected at this level are set out below.

Education support class Level 1 Range 5

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
N/A	<ul style="list-style-type: none">• As a member of the leadership team contribute, develop and implement key policy initiatives in a school or group of schools and initiates new developments in policy and practice• Manage delivery of budgetary, administrative and operational targets, involving liaison with school staff and leadership• Contributes to the overall management of the school through internal decision making	<ul style="list-style-type: none">• As a member of the leadership team develop and implement key policy initiatives in a school or group of schools• Manages a scientific, technical or specialist team and/or projects• Specialist in an area of their profession and relied on for advice in this field	<ul style="list-style-type: none">• As a member of the leadership team lead, develop and/or implement key policy initiatives/improvement strategies in health and well-being in a school or group of schools• Specialist in an area of their profession and relied on for expertise in their profession• Manages a defined service delivery function or project/s• Undertakes advanced interventions in dealing with particularly complex cases that may require cross-profession or agency collaboration• Makes decisions on complex intervention strategies that may have significant consequences for students and their families• Contributes to the development of knowledge and innovation in a specific field of the profession• Provides leadership, training, and development for others in the adaptation and application of professional concepts which relate to health and wellbeing

Education support class Level 2, Range 6

An education support class role at this range is a senior member of School leadership, accountable for multiple key areas or functions for the school(s), including the achievement of established school objectives.

An education support class position supports the educational services being provided to students but must not include duties of a teacher as defined in clause 2.6.1 of the Education and Training Reform Act 2006 (Vic) or its successor. Supervision of students can be required where it is an integral part of the employee's position or in circumstances where supervision is required individually or in groups up to 4 in controlled circumstances where the responsibility for students remains clearly with a teacher and under the overall responsibility of a teacher.

Range 6 applies across all streams of education support class work as relevant.

The duties and responsibilities for the types of education support class work that can be expected at this level are set out below.

Range 6 (General Descriptors)

- Significant contribution to the overall management of the school through involvement in policy formulation and decision making
- A primary responsibility for the management of areas or functions within the school(s), each with significant budget, staff responsibilities or strategic importance
- The authority to make significant decisions relating to the program, budget and staff relating to their area of designated responsibility within the framework of the school's strategic plan, policies and budget
- Responsible for implementation of strategic school policy across functional areas
- Provides leadership and guidance based on advanced professional or technical expertise
- Subject matter expert that conceptualises, initiates, implements, promotes, and evaluates complex and innovative technical programs
- Routinely advises the school leadership team on policy issues and solutions within a functional area
- Develops technical or professional standards

Schedule 5

Unsatisfactory Performance Procedures

- 5.1 The parties acknowledge that the purpose of implementing unsatisfactory performance procedures is to improve an employee's performance to a satisfactory level. The parties are committed to the process being completed as early as possible within a maximum thirteen week period however it is recognised that circumstances may arise where this timeframe is not achievable.
- 5.2 The unsatisfactory performance procedures will be conducted in accordance with this clause and any procedures determined by the Employer. Any procedures determined by the Employer must ensure that the employee:
- (1) is advised of their unsatisfactory performance;
 - (2) is advised that they may have a support person or representative of their choice attend any meetings;
 - (3) has the opportunity to respond; and
 - (4) is provided with a period of monitoring and support.
- 5.3 Where the Employer considers that an employee's performance is unsatisfactory the Employer may commence unsatisfactory performance procedures as follows:

Advice to employee

- (1) The Employer will advise the employee in writing:
 - (a) that their performance is unsatisfactory;
 - (b) the particular areas of unsatisfactory performance;
 - (c) the required standard of performance;
 - (d) the consequences of continued failure to meet the required standard of performance;
 - (e) that the employee has five working days (or such longer period as the Employer considers reasonable in the circumstances) to explain any reasons for unsatisfactory performance;
- (2) After consideration of the employee's response or failure to respond within the period set by the Employer under subclause (1)(e), the Employer will notify

the employee of the decision in writing that:

- (a) performance is satisfactory and no further action will be taken; or
- (b) performance continues to be unsatisfactory and a support period will commence (being not less than ten working days) for the employee to improve their performance to the required standard. In this case the employee is to be advised that the employee may appeal the decision however an appeal will not delay the continuation of these procedures.

Support Period

- (3) Where the Employer has informed the employee under subclause (2)(b) that a support period will commence the Employer will set the duration of the support period. Depending on the circumstances, the support period would normally be between two and eight weeks.
- (4) providing feedback, support and opportunities to discuss progress. It is important that an employee be given opportunity and appropriate support to improve their performance. The parties recognise that support should be tailored to the specific needs of the individual, but is provided in an overall context which recognises that individuals are ultimately responsible for their own performance.
- (5) The Employer will ensure that a written record of the support that is provided, including meeting records, is maintained and copies provided to the employee in a timely manner.
- (6) At the completion of the support period the Employer will assess the performance of the employee. Following this assessment the Employer will advise the employee in writing that:
 - (a) performance is satisfactory and no further action will be taken provided that the employee's performance continues to be at or above the required standard; or
 - (b) performance continues to be unsatisfactory and that the employee has five working days (or such longer period as the Employer considers reasonable in the circumstances) to explain any reasons for the continued unsatisfactory performance.

Decision

- (7) After consideration of the employee's response or failure to respond within the period set by the Employer under subclause (6)(b), the Employer will notify the employee of the decision in writing that:
 - (a) no further action will be taken provided that the employee's performance continues to be at or above the required standard; or
 - (b) performance continues to be unsatisfactory and a second support period will be put in place on the basis that the Employer considers that a realistic opportunity exists for the employee's performance to improve to a satisfactory standard during the second support period; or
 - (c) performance continues to be unsatisfactory and action will be taken by the Employer in accordance with the *Education and Training Reform Act 2006* (Vic) (or its successor).
- (8) If action is taken under subclause (7)(c) the employee may appeal the decision under either the *Education and Training Reform Act 2006* (Vic) or the *Fair Work Act 2009* (Cth).

Schedule 6

Supported Wage System

6.1. This Schedule defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this agreement. In the context of this Schedule, the following definitions will apply:

- (1) **Supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability as documented in the *Supported Wage System in Open Employment Handbook* (as in force and amended from time to time).
- (2) **Accredited assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- (3) **Disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- (4) **Assessment instrument** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

6.2. Eligibility criteria

- (1) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- (2) This Schedule does not apply to any existing employee who has a claim against the Employer which is subject to the provisions of workers' compensation legislation or any provision of this

agreement relating to the rehabilitation of employees who are injured in the course of their employment.

- (3) This Schedule does not apply to the Employer in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act 1986*, or if a part only has received recognition, that part.

6.3. Supported wage rates

- (1) Employees to whom this Schedule applies will be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following Schedule:

Assessed capacity	Minimum agreement rate for class of work
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- (2) Provided that, the minimum amount payable will be not less than \$90 per week or such greater amount as provided for in the Fair Work Commission's annual National Minimum Wage decision.
- (3) Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

6.4. Assessment of capacity

For the purpose of establishing the percentage of the agreement rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed in

accordance with the supported wage system and documented in an assessment instrument by either:

- (1) The Employer and a union party to the agreement, in consultation with the employee or, if desired by any of these;
- (2) The Employer and an accredited assessor from a panel agreed by the parties to the agreement and the employee.

6.5. Lodgement of Assessment instrument

- (1) All assessment instruments, under this Schedule, including the appropriate percentage of the agreement rate of pay, will be lodged by the Employer with the General Manager of the Fair Work Commission.
- (2) All assessment instruments will be agreed and signed by the parties to the assessment, provided that:
 - (a) where a union is not a party to the assessment the General Manager of the Fair Work Commission will forward a copy of the assessment to that union; and
 - (b) unless that union lodges an objection with the General Manager of the Fair Work Commission, the assessment will take effect after ten working days.

6.6. Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the supported wage system.

6.7. Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of the Schedule will be entitled to the same terms and conditions of employment as all other workers covered by this agreement.

6.8. Workplace adjustment

The Employer wishing to employ a person under the provisions of this Schedule will take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

5.9. Trial period

- (1) In order for an adequate assessment of the employee's capacity to be made, the

Employer may employ a person under the provisions of this Schedule for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- (2) During that trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- (3) The minimum amount payable to the employee during the trial period will be no less than \$90 per week or such greater amount as provided for in the Fair Work Commission's annual National Minimum Wage decision.
- (4) Work trials should include induction or training as appropriate to the job being trialled.
- (5) Where the Employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under item 6.4 hereof.

Commitments between the DET and AEU

As part of the settlement of the enterprise bargaining processes, the Australian Education Union and the Department of Education and Training have agreed to a range of matters. These commitments and undertakings are as follows

Through the course of the recent enterprise bargaining discussions for the *Victorian Government Schools Agreement 2022*, the department agreed to a range of commitments for Teaching Service employees, the details of which are listed below in this Letter of Commitment.

Salary increases and structural adjustments

Following approval by the Fair Work Commission:

- the first salary increase payable under the *Victorian Government Schools Agreement 2022* will be backdated to the commencement of the first pay period on or after 1 January 2022.
- the structural adjustments as set out in column 2 of the tables in schedule 1 of the agreement will be backdated to the first pay period on or after 24 December 2021.

Staffing

The Department undertakes:

- To continue the annual translation to ongoing process on 1 April each year, for eligible fixed term employees, in implementation of clauses 21(2)(f) and (g) of the *Victorian Government Schools Agreement 2022*. The process will continue to identify eligible employees and notify principals to provide an opportunity for principals to advise that translation should not occur as the position remains fixed term consistent with clause 21(2)(d). In the absence of a valid reason the eligible employee will be translated to ongoing. All eligible employees will be notified of the outcome. In addition, the process will ensure that eligible family leave replacement fixed term employees will be considered for translation to suitable ongoing vacancies at the school.

- The funding provided centrally to support placement opportunities for employees with compassionate transfer status who may need to relocate on health or safety grounds will be increased to \$3 million per year commencing from 1 July 2022.
- The policy that a fixed term vacancy may be filled without advertisement for up to one school term (inclusive of the school vacation period where appropriate) in order to replace an employee(s) who is/are absent on long service leave will continue.
- That the date Education Support Class employees return to duty will be aligned with the commencement of the school year, so that all employees have a common start date other than in circumstances covered by clause 24(5)(a)(ii), and a ready reckoner will be developed for fixed term Education Support Class vacancies.
- The parties will work towards a policy requirement that schools have a promotion profile of at least 20% by 2025.
- To amend the Recruitment in schools guide to:
 - make permanent transfer/translation to ongoing automatic at 3 years for special education settings, subject to the principal providing 12 weeks' notice if that will not occur (including reasons)
 - state clearly that students may not be used in employee selection processes except in exceptional circumstances and following consultation with the AEU
 - update the transfers and promotions policy to include:

Where an ongoing employee is the successful applicant for an advertised fixed term position at another school the timing of release will be negotiated between the two principals. Where there is no agreement on the timing the following arrangements will apply:

- Where the release is required in the same year the principal of the base school may refuse to release the employee where the principal is unable to replace the employee prior to release.
- Release at the commencement of the following year
- Where an ongoing employee's temporary transfer is to be extended (either by appointment to an advertised vacancy or otherwise) the principal of the school must notify the base school principal by 1 November that the transfer is to extend. If this does not occur the employee will return to the base school unless otherwise agreed between the two principals.

Data

The department undertakes:

- For the purposes of clause 21(2)(d)(iii) the department's enrolment data will be used.
- The data provided to the union under clause 21(2)(e) of the *Victorian Government Schools Agreement 2022* will include but is not limited to, the number of ongoing and fixed term employees, the number of employees on leave (including type) of 6 weeks or longer and current and anticipated student enrolments. Data provided will be constructed to ensure individual school information cannot be identified and will be provided in excel (or successor) format.
- To include in the data provided to the union in accordance with clause 13(1)(b) of the *Victorian Government Schools Agreement 2022* the number of teachers in leading teacher and learning specialist positions both substantive and on higher duties. This data will be provided per school (de-identified)

and aggregated on a statewide basis and will be provided in excel (or successor) format.

Consultation with the AEU

The Department undertakes to consult the AEU:

- regarding any changes to schools classified as *remote category a or b*
- on the use of clause 21(2)(c)(iii) '*the Employer may appoint a person to a position on other grounds*'
- on the use of subclause: 21(2)(d)(vi) '*any other reason considered appropriate by the Employer*'
- on the use of exceptional circumstances in respect of the new requirement that *the Employer will only identify employees as being excess to workplace requirements in either Term 1 or Term 4 other than in exceptional circumstances*
- regarding the development of any new performance and development process for the purposes of clause 13(k)
- on the operation of the master teacher positions in the Victorian Academy of Teaching and Learning (VATL)
- on the introduction of a formal 4-week annual leave model for principal and teacher class employees, noting that accruals will commence from 1 Feb 2022 or such later date discussed with the union
- to review the work-related violence policy and consult on the application of existing leave arrangements.

Policy amendments

The department undertakes:

- to develop, in consultation with the AEU, a policy to implement the new lactation breaks clause 24(16), in particular providing guidance in terms of suitable facilities to be provided where practicable for this purpose
- to amend the long service leave (LSL) policy to provide that the notice period for LSL applications is reasonable having regard to the duration of the LSL absence

- to amend the teacher work guide:
 - o to provide an explanation of how face-to-face provisions operate for the purpose of 22(4)(b)(iv), 22(5)(e) and 22(7)(d) and confirm the maximum face-to-face hours in the deed and ministerial order cannot be breached. The department and the AEU will work collaboratively on the development of advice and guidance on the implementation of the reduction in face-to-face teaching
 - o to provide additional advice in relation to replacement classes in November and December in relation to step up/early commencement programs or their equivalent
- to include a requirement in the pupil free day policy that one pupil free day each year be used for the purposes of report writing and/or assessment.

Principals

The department undertakes to review and modernise schedule B of the principal contract in consultation with the AEU within 6 months of the commencement of the agreement and ensure compliance with contract renewal processes and procedures.

Reducing the administrative burden on principals

The provision of \$11.988 m per year (commencing 1 July 2022) to assist principals in the following areas:

- new support for principals to meet their pre- and post- Occupational Health and Safety audit obligations and Essential Safety Measures
- DET to provide additional support to manage emergency management functions
- use of external investigators for complaints against staff, rather than principals being required to undertake the investigator role.

The union will be consulted on implementation of this commitment.

School-based Consultation

For the purpose of clause 12(4)(b) of the *Victorian Government Schools Agreement 2022*, the department, in consultation with the AEU will determine a mechanism to undertake joint reporting on agreed consultative arrangements to the department and the AEU.

Student Teacher Supervision Allowance

The department acknowledges there is an issue with the lapsing of the former *Australian Higher Education Practice Teaching Supervision Award 1990* as there is now no industrial prescription.

The department undertakes that an allowance to be paid to teachers will be included in the agreement, if consultation with universities and ITE providers can occur prior to employee approval of the agreement, and if not possible then will be included in the Ministerial Order.

The department is committed to reaching an agreement with the AEU on an increase to the current specified rate.

Education Support Class

In relation to education support class employees, the department undertakes:

- to provide laptops to Education Support Class employees, consistent with the teacher notebook program guidelines. The timing of distribution of laptops will be in accordance with available supply.

Casual Relief Teachers

In relation to Casual Relief Teachers, the department undertakes to:

- include in the Ministerial order a provision for payments for late notice cancellation of CRT bookings
- increase funding for provision of professional development for CRTs to \$1 million (noting the process for determining a provider or allocation of funding to a provider will be subject to normal procurement processes)
- explore the introduction of a CRT booking application (by 30 June) and to consult the AEU on specification and implementation

- work with the AEU on the development of a CRT handbook to be published by 30 June 2022
- update the CRT policy to encourage principals to support graduate teachers working as CRTs in their application for full registration.

School Council Employees

The department undertakes to update the relevant Ministerial Order(s) to ensure the terms and conditions of employment for school council employees are commensurate with those staff employed in the Teaching Service.

Deed of agreement

WITHOUT PREJUDICE

—

State of Victoria (represented by the Secretary to the
Department of Education and Training) (**Secretary**)

Australian Education Union (**AEU**)

—

Details

Date 30 May 2022

Parties

Name State of Victoria (represented by the Secretary to the Department of Education and Training)

Short form name Secretary

Address Ground Floor, 2 Treasury Place, East Melbourne, Victoria 3002

Name Australian Education Union

Short form name AEU

Address 126 Trenerry Crescent, Abbotsford, Victoria 3067

Background

- A The parties have been involved in bargaining in relation to the Proposed VGSA 2022 since 10 December 2020.
- B Clause 22(4)(b)(iv) of the Proposed VGSA 2022 contemplates agreement between the parties to this deed as to a fewer number of maximum face-to-face teaching hours than those provided for in clauses 22(4)(b)(i) and 22(4)(b)(ii) of the Proposed VGSA 2022.
- C Clause 22(5)(b)(ii) of the Proposed VGSA 2022 contemplates agreement between the parties to this deed as to a lower index for the allocation of face-to-face teaching hours to secondary school teachers than provided for in clause 22(5)(b)(i) of the Proposed VGSA 2022.
- D Clause 22(7)(c)(ii) of the Proposed VGSA 2022 contemplates agreement between the parties to this deed as to a formula that gives effect to a fewer number of extras to a teacher than provided for in clause 22(7)(c)(i) of the Proposed VGSA 2022.
- E Subject to the commencement of the VGSA 2022, the parties wish to record their agreement for the purposes of clauses 22(4)(b)(iv), 22(5)(b)(ii) and 22(7)(c)(ii) of the VGSA 2022, and related matters (including the intended meaning of clause 22(8)(a)(i) of the VGSA 2022), in this deed.

Agreed terms

1. Definitions

For the purposes of this deed (including its background recitals):

Employees means employees of the Secretary who are, on the terms of the Proposed VGSA 2022, proposed to be covered by the VGSA 2022.

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

FWC means the Fair Work Commission.

Proposed VGSA 2022 means the proposed *Victorian Government Schools Agreement 2022* as put to a ballot of the Employees in May 2022.

Replacement VGSA means the enterprise agreement to replace the VGSA 2022.

VGSA 2022 means the enterprise agreement known as the “*Victorian Government Schools Agreement 2022*” in the form of the Proposed VGSA 2022, as approved by the Employees and the FWC in accordance with the requirements of the FW Act.

2. Agreement as to maximum face-to-face teaching hours

Subject to clauses 4 and 5 of this deed, the parties agree that:

- (a) for the purposes of clause 22(4)(b)(iv) of the VGSA 2022, the maximum face-to-face teaching hours are:
 - (i) for the 2023 school year – one hour fewer than the number of hours specified in clauses 22(4)(b)(i) and 22(4)(b)(ii) of the VGSA 2022; and
 - (ii) for the 2024 school year and subsequent school years – one and a half hours fewer than the number of hours specified in clauses 22(4)(b)(i) and 22(4)(b)(ii) of the VGSA 2022;
- (b) with effect from the 2023 school year, time release for organisational duties in accordance with clause 22(11) of the VGSA 2022 will be applied to the applicable maximum face-to-face teaching hours as provided for in clause 2(a) of this deed;
- (c) for the purposes of clause 22(5)(b)(ii) of the VGSA 2022, the index is:
 - (i) for the 2023 school year – 456; and
 - (ii) for the 2024 school year and subsequent school years – 444;
- (d) for the purposes of clause 22(7)(c)(ii) of the VGSA 2022, the formula is:
 - (i) for the 2023 school year –
 $(1090 \text{ less the number of face-to-face teaching minutes per week} \times 42) \div 2$; and
 - (ii) for the 2024 school year and subsequent school years –
 $(1060 \text{ less the number of face-to-face teaching minutes per week} \times 42) \div 2$;
- (e) bargaining for the Replacement VGSA will commence at least six months prior to the nominal expiry date of the VGSA 2022;
- (f) the maximum face-to-face teaching hours referred to in clause 2(a)(ii) of this deed will be the Department’s starting position for bargaining for the Replacement VGSA;

- (g) the inclusion of any negotiated outcome on maximum face-to-face teaching hours in the Replacement VGSA will be the subject of active negotiations in bargaining for the Replacement VGSA; and
- (h) funding will be provided to schools sufficient to employ an additional 1917 full-time equivalent teachers to implement clause 2(a)(ii) of this deed.

3. Interpretation of clause 22(8)(a)(i) of the VGSA 2022

In interpreting clause 22(8)(a)(i) of the VGSA 2022, the parties to this deed agree that a teacher will undertake face-to-face teaching required by the school timetable and otherwise allocated in accordance with the VGSA 2022.

4. Commencement of this deed

The parties to this deed agree that clause 2 and 3 of this deed:

- (a) will only be effective if the Proposed VGSA 2022 is approved by the FWC in accordance with the requirements of the FW Act; and
- (b) subject to clause 4(a) of this deed, will operate from the date that the VGSA 2022 commences operation.

5. Termination of this deed

- (a) The parties to this deed agree that this deed will terminate, without the need for further action by either party, on the earliest of the following events or dates (as appropriate):
 - (i) the Proposed VGSA 2022 not being approved by the FWC in accordance with the requirements of the FW Act;
 - (ii) the VGSA 2022 being terminated or replaced in accordance with the requirements of the FW Act; or
 - (iii) 31 December 2027.
- (b) The parties to this deed agree that the termination of this deed will not prevent the enforcement of the terms of this deed in relation to its period of operation.

6. Warranties

The parties to this deed warrant that:

- (a) they have read and understand the terms of this deed;
- (b) other than as set out in this deed, none of the parties to this deed, or any officer, employee or agent of the parties to this deed have:
 - (i) made any promise, representation or inducement; or
 - (ii) been a party to any conduct,
 that is material to them entering into this deed;
- (c) they have obtained, or have had the opportunity of obtaining, independent legal advice about the terms and effect of this deed; and
- (d) they are aware that the other party relies on these warranties.

7. Severability

Part or all of any provision of this deed that is illegal or unenforceable may be severed from this deed and the provisions that remain will continue in force.

8. Execution

- (a) The Secretary executes this deed, which also has effect as a deed poll by the Secretary, on behalf of the State of Victoria.
- (b) The parties to this deed consent to the other party executing this deed electronically and the witnessing of this deed taking place via audio visual link.

9. Entire agreement

This deed:

- (a) constitutes the entire agreement between the parties to this deed as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties to this deed, and/or any prior condition, warranty, indemnity or representation imposed, given or made by or on behalf of any party.

10. Counterparts

- (a) This deed may be executed in counterparts and all executed counterparts constitute one document.
- (b) A party who has executed a counterpart of this deed may exchange it with another party by emailing a pdf copy of the executed counterpart to that other party.

11. Purpose and publication

The parties to this deed agree that :

- (a) the terms of this deed are intended to be legally binding;
- (b) the Secretary enters into this deed, which also has effect as a deed poll by the Secretary, for the benefit of employees to be covered by the VGSA 2022;
- (c) this deed can be relied upon by the AEU and employees covered by the VGSA 2022; and
- (d) this deed is not confidential and will be published on the AEU's and the Secretary's websites.

12. Governing law and jurisdiction

This deed is governed by the law applicable in Victoria, and the parties to this deed irrevocably submit to the exclusive jurisdiction of the courts of Victoria.

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