



# **AEU Victorian Branch Log of Claims for the Victorian Government Schools Agreement 2021**



# Title

1 This agreement will be known as the Victorian Government Schools Agreement 2021.

## Arrangement

2 This agreement is arranged as follows:

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## Incidence and Parties Bound

- 3 The agreement will apply to and be binding upon:
- the Employer;
  - all persons employed in the Victorian Teaching Service under Parts 2.3 and 2.4 of the *Education and Training Reform Act 2006 (Vic)*; and
  - the Australian Education Union.

## Date and Period of Operation

- 4 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 30 April 2024. The parties agree to commence negotiations for a new agreement to succeed this agreement at least 6 months before the nominal expiry date of this agreement.

## Definitions

- 5 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 Parts 2.3 and 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 Secretary to the Victorian Department of Education and Training or its successor on behalf of the Crown in right of the State of Victoria, all school councils in the State of Victoria or any person nominated to act on the Employer's behalf;

**"enrolment"** means, for the purpose of this agreement, the enrolment predictions of the Employer using a methodology agreed between the parties;

**"face-to-face teaching"** in relation to a particular teacher means regular rostered 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 rostered 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)*, or its successor;

**"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 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)*, or its successor, 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;

“**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**” means the Australian Education Union;

“**Victorian Teaching Service**” means the Teaching Service established in accordance with Part 2.4 of the *Education and Training Reform Act 2006 (Vic)*.

## Preamble

- 6
- (1) This agreement between the Employer, the employees covered by this agreement and the union 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, and 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 the 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.

## Salary

- 7
- (1) The parties agree that the following salary increases will be payable to employees from the first pay period commencing on or after the dates indicated:
    - 1 May 2021 7%
    - 1 May 2022 7%
    - 1 May 2023 7%

- (2) In the event a successor agreement is not agreed by 30 April 2024 there will be a guaranteed salary increase, consistent with the Departmental Funding Model at that time, effective from the first pay period on or after 1 May 2024.
- (3) Employment conditions and entitlements provided for in this agreement will be fully funded by the State of Victoria at the actual cost of provision, including the allocation of funds to each school based on the actual cost of employing the staff engaged at each location.

## Superannuation

8 Employees will receive 16.5% superannuation per year.

## 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) A working environment that encourages and rewards skilled and dedicated school staff through the development and implementation of policies and employment arrangements that best supports the delivery of high quality educational services.
- (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 statewide framework and consistent with this agreement, to deliver improved educational outcomes.
- (5) The implementation of school strategies that improve what happens in schools and classrooms in the context of the resources available to support the desired outcomes.
- (6) Highly effective leadership and support to principals as key educational leaders.

## Industrial Relations Principles

10 The parties commit themselves to the following industrial relations principles:

- (1) Cooperative and consultative relationships between management, employees and the union.
- (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 (sub-branch representatives and health and safety representatives) including providing representatives 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. All staff will be provided with an opportunity to meet with the Australian Education Union to be informed about the terms and conditions contained in the agreement.
- (6) Sub-branch representatives and health and safety representatives will have confidential access to telephone, photocopying and email and Internet facilities, for the purpose of carrying out their role, including full access to EduSafe reports for health and safety representatives.
- (7) Maintaining secure employment arrangements and eliminating forms of precarious work arrangements.

## School Based Consultation

- 11 (1) Staff morale and employee job satisfaction are enhanced where the views of all 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.
- (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 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.'*
- (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 of each year 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 as outlined in sub clause (d)(iii);
  - the arrangements to enable committee members (where the structure involves a committee) the opportunity and time to canvass views in their school
  - a minimum of forty hours time release for the subbranch representatives as outlined in sub clause (d)(iii);
  - the treatment of confidential material as it relates to employees of the school; and
  - the method of communicating decisions to staff.
- (b) Each school will report to the Employer and the Australian Education Union whether consultative arrangements have been agreed under sub clause (a) and provide a copy of the agreed consultative arrangements.
- (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 who will determine whether, in the particular circumstances, agreed arrangements can be implemented or the arrangements set out in sub clause (d) are to apply.
- (d) Where it is determined under sub clause (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 sub clauses (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;
  - one education support class employee elected by the sub-branch at the school or in the case of a multi campus school one education support class employee elected by the sub-branch from each campus; and

- three union nominees determined by the sub-branch at the school or in the case of a multi campus school two sub-branch nominees 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 sub clause (i) will provide final advice/recommendations to the principal prior to the principal, as the Employer's representative, making decisions on matters covered by sub clause (5).
- (iii) The consultative committee established under sub clause (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.
  - The consultative committee will discuss the matters listed in sub 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 any decisions made, an outline of the discussion, and any advice/recommendations contrary to the decision.
  - Forty hours time release per year from face-to-face teaching or equivalent ES duties on a weekly or other agreed basis commencing from term 4 for the following twelve months for sub-branch nominees to enable consultation with the union sub branch.
  - Forty hours time release per year within school hours commencing from term 4 for the following twelve months for the sub-branch educational support staff representative(s) to enable consultation with educational support staff within the union sub branch.
  - The outcome(s) 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 must 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 7 working days after the reasons for the decision have been communicated in writing to the committee members in accordance with sub clause 4(d)(iv).
- (5) (a) For the purposes of this clause:
- “long-term planning”** means:
- development of workforce plans, including how monitoring and review of workload issues will be implemented and how the process of reviewing staffing arrangements and advertisement of vacancies will occur
  - the employment arrangements for and duties of casual relief teachers engaged by the school
  - the employment arrangements for and duties of casual educational support class employees engaged by the school
  - the planning and organisation of the program of instruction in the school (including the timetable and allocation of allotments and any changes to school programs)
  - organisational duties including the allocation of a time release and/or allowance for the duty



- organisation of teacher work including the face-to-face teaching requirements and the arrangements for collaboration, peer observation including feedback and reflection, coaching, and arrangements under clauses 22(9) and 22(18)
- the planning of student programs including the transition of preparatory or foundation students to full time attendance
- the planning and organisation of meetings, including parent teacher report meetings, student supervision, assessment and reporting, and parent and community engagement
- organisation of education support class work, including time in lieu, student supervision, meetings, and parent and community engagement and time to participate in the professional development process
- organisation of teacher work in their first three years of teaching and as a probationary teacher
- 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, the union at the school may provide the principal, as the Employer's representative, with alternatives and, following consultation, 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 differently to the alternative proposal
- the structure of selection and other panels for the purpose of making recommendations to the principal.

**“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, the mix of ongoing, fixed term and casual teaching and non-teaching staff, the reason an employee is employed fixed term and the end date of the fixed term employment, predicted staff absences due to leave or other reasons and any predicted departures of existing staff. The consultative committee will be provided with a list of employees who are eligible for translation from fixed term employment to ongoing employment.

- (b) Following receipt of the school's indicative student resource package, the principal is to use the consultation arrangements set out in sub clause (4) in making decisions about matters related to the long-term planning for the following school year.
  - (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 advise staff of those decisions in writing by the end of the second week in November.
  - (d) The long-term plan will be signed by the sub branch and the principal to confirm that consultation has taken place.
  - (e) The Employer will keep a register of the school's long-term plan. A copy will be provided to the sub-branch representative or the Australian Education Union upon request.
  - (f) The long-term planning will not be altered during a school year without agreement of the consultative committee.
- (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 2014 (Vic)* such information should include:
- school strategic plan (or its equivalent);
  - high level student resource package data for the school. 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 sub clause (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 sub clause (5)(c) have been met a grievance on the long-term planning cannot be lodged any later than the time frame set out in sub clause (a).
- (c) Notwithstanding sub clauses (a) and (b), where a principal, as the Employer's representative, varies any decision made under sub clause (5)(c) in the following school year or where the notification requirements of sub clause (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; and
  - 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 by the union, the decision is not to be implemented at the school and a mutually acceptable holding position should be worked out by agreement between the parties. Any such holding position will be evidence of good faith only and will be without prejudice to the resolution of the dispute. If an agreed holding position cannot be agreed, the long-term planning will not be implemented.
- (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.

## **PRINCIPAL CONSULTATION**

- (14) (a) The morale and job satisfaction for principals is enhanced where their views are taken into account by the Employer, before decisions are made, which significantly impact on their work.
- (b) In consulting principals under sub-clause (a) the Employer will:
- (i) provide written notification to the Australian Education Union;
  - (ii) advise the affected principals as soon as practicable and prior to the decision to implement proposed changes in programs or new initiatives that are likely to have an impact on their work;
  - (iii) advise the affected principals of the likely effects on their work; and
  - (iv) consult with affected principals and give consideration to matters raised by the principals.

## Consultation at Non School Work Locations

- 12 (1) (a) Regional Directors, as the Employer's representative, must put in place formal staff consultative arrangements that ensure regional teaching service staff (including MARC/MACC teachers, 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 11(3) to 11(7).
- (c) The Regional Director will chair at least two consultative committee meetings per term for employees employed under this agreement.
- (2) (a) Where the union at the work location does not support a decision made under sub clause (1), 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 sub clause (1) 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. The Regional Director must respond to any notification under this subclause within 10 working days.
- (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 sub clauses 11(10) to 11(13).

## 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 Australian Education Union on a quarterly basis.
- (c) The data provided will include the number of teachers in leading teacher and learning specialist positions both substantive and on higher duties. This data will be provided per school.
- (2) Movement from any classification level to any higher classification level will be by promotion.
- Having regard to the work and workload of teaching service employees in the context of the complex roles that they perform, leading teachers and learning specialists will be appointed in each school at a ratio of 1:10 EFT teaching staff respectively.

### PROFESSIONAL DEVELOPMENT

- (3) (a) From the commencement of the 2022 school year, each employee will have a professional development plan which:
- (i) Covers the school year;

- (ii) Identifies and establishes professional development needs determined by the employee and support to be provided by the employer;
- (b) The development of the professional development plan should be a collaborative process.
- (c) The professional development plan may be subject to a final reflection at the end of each year.

#### STATEMENT OF EXPECTATION

- (4) (a) With agreement of the union the employer may develop a statement of expectation which guides the work of employees based on the following:
  - (i) development and delivery of effective teaching, learning and health and wellbeing programs and the efficient operations of their school/s, consistent with their professional responsibilities;
  - (ii) effective development, delivery and deployment of resources, and
  - (iii) collaborative relationships.
- (b) It will be presumed that employees are meeting the requirements set out in a statement of expectations. At the end of the school year employees and the employer will reflect on the employees' achievements and identify and acknowledge the contribution made by the employee to the areas identified in 4(a).
- (c) Where the employer is concerned that an employee is not making any contribution to any of the goals set out in a statement of expectation, this concern should be raised with that employee at the time the concern becomes apparent and appropriate support provided to the employee.
- (d) An employees' conduct with regard to a statement of expectation will not be considered in any salary progression process.

#### SALARY PROGRESSION

- (5) (a) The salary progression cycle is common to all employees commencing on 1 May each year and concluding on 30 April in the following year.
- (b) 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 and the union.
- (c) Employees with four months' service or more since their last incremental progression will progress to the next salary subdivision.
- (d) For teachers approved teaching experience gained whilst absent on leave without pay is to be included as eligible service.
- (e) A teacher who commences employment at subdivision 1-1 prior to 1 May in any salary progression cycle will be paid a lump sum on progression to subdivision 1-2 in the following year as consistent with the increases provided for in clause 7(1) (to be set out below):

Commencement on or before	Lump sum payment			
	2020	2021	2022	2023
<b>1 November</b>	\$0	\$0	\$0	\$0
<b>1 December</b>	\$1,089			
<b>1 January</b>	\$871			
<b>1 February</b>	\$653			
<b>1 March</b>	\$436			
<b>1 April</b>	\$218			

- (6) 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.

## TRANSLATION

(7) On the date this agreement commences to operate the following translation arrangements apply:

(a) Principals at remuneration range 2 will translate to the revised principal class classification as follows:

Existing remuneration range	Translation
<b>Range 2</b>	<b>Range 3</b>
2-4	3-4
2-4	3-3
2-3	3-2
2-2	3-1
2-1	3-1

(b) Assistant principals at remuneration range 1 will translate to the revised assistant principal class classification as follows:

Existing remuneration range	Translation
<b>Range 1</b>	<b>Range 2</b>
1-4	2-4
1-4	2-3
1-3	2-2
1-2	2-1
1-1	2-1

(c) Classroom teacher employees will translate to the revised classroom teacher class classifications as follows:

- (i) Range/subdivision 2-6 translates to range/subdivision 2-6
- (ii) Range/subdivision 2-5 translates to range/subdivision 2-6
- (iii) Range/subdivision 2-4 translates to range/subdivision 2-6
- (iv) Range/subdivision 2-3 translates to range/subdivision 2-5
- (v) Range/subdivision 2-2 translates to range/subdivision 2-4
- (vi) Range/subdivision 2-1 translates to range/subdivision 2-3
- (vii) Range/subdivision 1-5 translates to range/subdivision 2-2
- (viii) Range/subdivision 1-4 translates to range/subdivision 2-1
- (ix) Range/subdivision 1-3 translates to range/subdivision 1-3
- (x) Range/subdivision 1-2 translates to range/subdivision 1-2
- (xi) Range/subdivision 1-1 translates to range/subdivision 1-1

- (d) Education support class employees will translate to the revised education support class classifications as follows:
- (i) Range 1 translate to range 2 at the equivalent salary subdivision
  - (ii) Range 2 translate to range 3 at the equivalent salary subdivision
  - (iii) Range 3 translate to range 4 at the equivalent salary subdivision
  - (iv) Range 4 translate to range 5 at the equivalent salary subdivision
  - (v) Range 5 translate to range 6 at the equivalent salary subdivision
  - (vi) Range 6 translate to range 6 at the equivalent salary subdivision

## Executive Class

- 14 (1) Persons employed within the executive class in the Victorian Teaching Service have coverage under this agreement with their terms and conditions set by Schedule 6.
- (2) There will normally be one principal for each school. Where it is proposed there be an alternative structure, such as a single principal position for more than one school or an executive principal arrangement whereby a number of principal class employees report to an executive principal with oversight of a group of schools, the Australian Education Union will be consulted. The consultation will occur as soon as possible and will reach agreement on the responsibilities of the position, the structure, the tenure, and appropriate remuneration.

## Principal Class

- 15 (1) Persons employed as principals within the principal class in the Victorian Teaching Service have coverage under this agreement with their terms and conditions set by Schedule 6.
- (2) (a) The principal class will comprise the following classifications:
- (i) One classification of principal with four remuneration ranges as follows:
    - range 6
    - range 5
    - range 4
    - range 3
  - (ii) One classification of assistant principal with four remuneration ranges as follows:
    - range 4
    - range 3
    - range 2
  - (iii) One classification of liaison principal with five remuneration ranges as follows:
    - range 6
    - range 5
    - range 4
    - range 3
    - range 2
- (b) Employees who are promoted to principal and assistant principal positions will be appointed for a minimum of 5 years, unless otherwise agreed by the employee.
- (c) An employee may be appointed to a principal position at a time fraction of less than 1.0.

- (d) The remuneration range for each principal position will be determined by the Employer but will not be less than the remuneration range determined by the school budget in each of the next three years based on the following budget parameters:

Remuneration range	Minimum School Budget			
	2020	2021*	2022*	2023*
3	\$0	\$0	\$0	\$0
4	\$3,623,933			
5	\$9,020,002			
6	\$14,343,741			

\*Minimum school budget to be increased from 2021 consistent with the SRP increases necessary to fund this agreement

For the purposes of the table above, “**school budget**” means the individual school Student Resource Package (SRP) and the budgets of any co-located services.

- (e) From the commencement of this agreement, principal class employees will be paid the salary specified in Schedule 1 for their remuneration range. The employer will consult with the Australian Education Union and monitor the transition of all principal class employees from a total remuneration package to a salary. No principal class employee will be worse off as a result of the transition.

#### COMMENCEMENT SALARY ON EMPLOYMENT

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

#### REMUNERATION REVIEW

- (4) (a) The remuneration and/or remuneration range of a principal class employee will be reviewed each year in the context of any changes to the work value of the position.
- (b) A remuneration review under sub clause (a) may result in:
- (i) movement to a higher remuneration within the principal class employee’s current remuneration range;
  - (ii) movement to a higher or lower remuneration range; or
  - (iii) no change,
- provided that a principal class employee cannot be moved to a remuneration range lower than the remuneration range determined on appointment to that position.
- (c) On movement to a higher remuneration range within the principal class following a review under sub clause (b), a principal class employee’s remuneration will be determined in accordance with one of the following:
- (i) the minimum remuneration of the higher remuneration range or the principal class employee’s current remuneration, whichever is the higher; or
  - (ii) such higher rate as determined by the Employer.
- (d) Provided that the remuneration determined in accordance with sub clause (b) or (c) cannot exceed the maximum remuneration specified in Schedule 1 for the relevant remuneration range.

#### REMUNERATION ON TRANSFER OR PROMOTION

- (5) On movement to a higher remuneration range a principal class employee’s remuneration will be determined in accordance with one of the following:
- (a) the minimum remuneration as set out in Schedule 1 of the higher remuneration range or the principal class employee’s current remuneration whichever is the higher; or

- (b) such higher rate as determined by the Employer, provided that the remuneration determined in accordance with this sub clause cannot exceed the maximum remuneration of the relevant remuneration range as set out in Schedule 1.
- (6) A principal class employee transferred to a position within the same remuneration range will be paid at the same remuneration provided that the remuneration determined cannot exceed the maximum remuneration of the relevant remuneration range as set out in Schedule 1.
- (7) A principal class employee transferred to a position at a remuneration range lower than the principal class employee's remuneration range will be paid a remuneration determined by the Employer. Provided that the remuneration determined in accordance with this sub clause cannot exceed the maximum remuneration of the relevant remuneration range as set out in Schedule 1.

#### GENERAL

- (8) 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 remuneration, provided the remuneration is not less than that set out in the employee's contract of employment.
- (9) Where a principal class employee's contract is not renewed the employee will be appointed to the following classification level for the period specified:
  - (a) if the remuneration of the principal class employee is above remuneration range 2, the person will be appointed as an assistant principal and paid within remuneration range 2, for a period of three years; or
  - (b) if the remuneration of the principal class employee is at remuneration 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 clause 13(5)(c).
  - (4) 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 to a leading teacher or learning specialist position. 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) 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 course of teacher training. Approved teaching experience includes teaching experience gained whilst employed as a teacher in:
  - (a) a Victorian registered school including teaching experience as a casual relief teacher in a Victorian registered school on or after 1 January 2005



- (b) a school of another Australian state or territory that is approved in accordance with the requirements of the relevant state or territory to provide instruction at P–12 or part thereof;
  - (c) in a kindergarten; or
  - (d) 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 sub clause (a), (b) or (c), 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 sub clause (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 sub clause (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 sub clauses (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 sub clause (9) cannot be less than the salary determined under sub clause (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) the salary of an employee whose salary has been accelerated in accordance with sub clause 13(5)(b) 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 sub clause (11) or (12) cannot exceed the maximum salary of the position.

### **RELIEF TEACHERS**

#### Region Based Relief Teacher

- (14) In the context of the employer requirements to replace staff temporarily absent from duty the employer will engage a sufficient number of region based relief teachers on an ongoing basis, to fully meet the relief needs of the region in accordance with clause 21, to assist multiple schools in a region. The number of region based relief teachers needed will be reviewed in agreement with the AEU on a regular basis.
- (15) A region based relief teacher will have a minimum engagement period at each workplace and assigned work locations flexibly per week.

#### Casual Engagement

- (16) The employer may employ a casual relief teacher for a period of up to 30 days.

- (17) A casual relief teacher on a casual engagement will be paid a daily rate of equivalent to classroom teacher range 2 subdivision 3 and an additional 25% loading in lieu of annual leave and personal leave.
- (18) A casual relief teacher will be engaged for a minimum of 4 hours or a full day (being a payment for 7.6 hours for a whole school day).
- (19) Where an engagement of a casual relief teacher is cancelled with less than 2 hours' notice, the casual relief teacher will be paid a late notice payment of the equivalent of 2 hours of the daily rate.

#### Allowances

- (20) CRTs will be paid a first aid allowance and/or medical intervention allowance when required to perform these duties.
- (21) Where CRTs are contacted less than twenty-four hours prior to a teaching engagement, they will be paid a short call allowance of \$40 in addition to their daily salary.
- (22) CRTs will be paid a professional development allowance equivalent of 22.8 hours (3 days).

#### Teacher Work

- (23) A casual relief teacher will be provided with two paid breaks during a full day, provided that one of these is a lunch break of 30 minutes free from any scheduled duties between 11.30am to 2:30pm.
- (24) A casual relief teacher may be allocated up to two yard duties per day with no more than 1 hour of duty in total.

#### Overnight Camps

- (25) A casual relief teacher engaged to attend an overnight camp will be paid per hour of attendance.

#### Travel Expenses

- (26) Where travel to an engagement is beyond 50 km from the casual relief teacher's home, a travel allowance will be paid in accordance with the maximum rates determined by the Australian Tax Office.

#### Professional Development

- (27) The Employer will provide casual relief teachers with 5 paid days professional development on a regional basis to ensure all employees are kept up to date with current Departmental initiatives where the casual relief teacher has been engaged for 30 days or more in the previous school year,
- (28) The Employer will provide a mentor to provisionally registered casual relief teachers where the casual relief teacher has completed 30 days of engagement with the Employer, to assist the teacher to reach full registration.

#### General

- (29) The Employer commits to ensuring schools are required to provide adequate information to casual relief teachers in regard to the school and specific work required, before commencement of work, including school policies and procedures such as first aid and relevant student information.
- (30) Each casual relief teacher will be provided with a Departmental email address.
- (31) The Employer will develop an induction checklist for all schools to use in relation to the employment of casual relief teachers within schools.
- (32) The Employer commits to providing access to all teaching resources developed by the Department of Education & Training, a work device while the casual relief teacher is engaged and access to the Employee Assistance Program.
- (33) Casual relief teachers can elect to have the Employer superannuation contribution paid to a fund of their choice and the Employer commits to paying the Superannuation guarantee for every full day of employment.

## 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 sub clause 13(5)(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
- (i) 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 sub clause (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 sub clause (c) cannot be less than the salary determined under sub clause (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) the salary of a paraprofessional whose salary has been accelerated in accordance with sub clause 13(5)(b) 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 sub clause (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 sub clause (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 sub clause (a) may result in movement to either a higher 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 sub clause (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 commenced undertaking 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 sub clause (a), an employee's salary will be determined as set out in sub clause (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);
  - (b) Education support Level 1 with four salary ranges as follows:
    - range 5
    - range 4
    - range 3
    - range 2
- (2) Education support class positions will be classified in accordance with the Dimensions of Work at Schedule 3 and education support class employees will be paid the salary specified in Schedule 1 for their salary range.
- (3) Subject to clause 13(5)(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 (or equivalent) in a registered school, kindergarten or other educational setting. 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 commencing salary determined under sub clauses (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 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 sub clause (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 sub clause (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 sub clause (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 sub clause (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 sub clause (a), an employee's salary will be determined as set out in sub clause (5).
- (f) The work value of a position will be determined in accordance with the Dimensions of Work as set out in Schedule 3.

## **PROFESSIONAL DEVELOPMENT**

- (9) An educational support class employee working with a student with a medical condition will be provided with training on the medical condition and the medical intervention required. The training will occur prior to the student commencing at the school or prior to commencing work with the student.

## **CASUAL EMPLOYMENT**

- (10) A person employed on a casual basis 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.
- (11) A person can be employed on a casual basis within the education support class must be paid for a minimum of four hours for any attendance.
- (12) A person can be employed on a casual basis within the education support class for a period of up to 30 days.

# **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 (excluding superannuation), including administrative costs and any additional tax associated with the employment benefit, are to be met from the salary of the participating employee. Salary packaging of superannuation requested by an employee will be provided by the Employer through EduPay as an employee self service function consistent with processes which applies to other public service employees.
- (3) Deductions made from an employee's salary for the purposes of sub clause (2) are authorised in accordance with this agreement if permitted in writing by the employee.
- (4) Sub clause (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 \$1000. The special payment may be paid fortnightly or as a lump sum if the Employer and the employee agree.
  - (3) An employee in receipt of a special payment under sub clause (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) An employee is entitled to be paid, on a date determined by the Employer, a salary loading allowance each year equivalent to 25 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.
- (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 sub clause (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 sub clause (a).

### FIRST AID ALLOWANCE

- (6) An education support class employee who holds an appropriate first aid qualification will be paid the first aid allowance specified below:

Effective date	First Aid Allowance
Date of commencement	\$1000
2022	\$1070
2023	\$1145

Provided that a first aid allowance is not payable where first aid duties comprise 50% or more of an employee's normal duties.

## INTENSIVE CARE ALLOWANCE

- (7) An education support class employee who is 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 will be paid the intensive care allowance specified below:

Effective date	Intensive Care Allowance
Date of commencement	\$1000
2022	\$1070
2023	\$1145

## LEAVE PURCHASE ALLOWANCE

- (8) Where an education support class employee attends for duty under sub clauses 24(5)(a)(iv) to (vi) 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). Provided that the maximum amount of leave that may be purchased in any year is 228 hours.

## SPECIAL SCHOOL ALLOWANCE

- (9) Employees working in a special school will be paid an allowance of \$100 per fortnight.

## REMOTE ALLOWANCE

- (10) Employees employed at a designated remote school will be paid a remote allowance.

- (a) Remote Allowance A:
- (i) \$1000 per annum with dependents; or
  - (ii) \$600 per annum without dependents
- (b) Remote Allowance B:
- (i) \$600 per annum with dependents; or
  - (ii) \$400 per annum without dependents

The designation of a school as a remote school in either remote category A or remote category B depending on the school's location will be agreed by the Employer and the union.

## NEW PRINCIPAL ALLOWANCE

- (11) An employee first appointed to either the principal class or appointed the principal of a school for the first time shall have an allowance paid of \$1,000.00 - \$2,400.00 dependent upon the remuneration range to which the employee is appointed to support their professional development.

## STUDENT TEACHER SUPERVISION ALLOWANCE

- (12) The Employer will pay an employee supervising a student teacher a daily allowance as specified below. Where the Employer receives a higher amount from an education provider in respect of students placed at the school and supervised by employees at the school this will be provided to relevant staff. The payments will be paid to supervising employees as an allowance.

Supervision of student	2021	2022	2023	2024
Supervision in primary schools	\$41.29	\$42.32	\$43.38	\$44.46
Supervision in secondary schools in one method	\$20.64	\$21.16	\$21.68	\$22.23

Supervision in secondary schools in two methods	\$41.29	\$42.32	\$43.88	\$44.46
Coordination (per student teacher for up to 5 student teachers)	\$2.53	\$2.59	\$2.66	\$2.72

### **AEU UNION REPRESENTATIVES TIME ALLOWANCE**

- (13) Australian Education Union representatives will be granted time allowances to be deducted from face to face teaching duties or equivalent ES duties. The total annual time allowance allocated will be 145 hours for up to 50 members plus one hour for each additional 50 members. Where a union sub-branch has less than 50 members the allowance will be applied on a pro rata basis. Union membership numbers will be confirmed annually in December of each year.

### **HIGHER DUTIES**

- (14) (a) The higher duties allowance paid will equal the amount required to raise the employee's remuneration to the minimum salary of the position to which the employee has been assigned, or the remuneration amount the employee would have received had the employee been promoted to the position, whichever is the higher.
- (b) Where an employee is assigned the duties of a principal class position, the allowance is calculated as follows:
- (i) in relation to principal class employees, the difference between the salary specified in their contract of employment and the minimum remuneration of the position to which the employee has been assigned, or
  - (ii) in relation to other employees, the higher duties allowance should equal the amount required to raise their remuneration to the minimum remuneration of the position to which the employee has been assigned or \$300 a day, whichever is higher.

## **Staffing**

### **MODES OF EMPLOYMENT**

- 21 (1) Employees may be employed full-time or part-time on either an ongoing or fixed term basis or on a casual basis.
- (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. Graduate teachers employed under the 'Graduate Teacher Program' will be employed on an ongoing basis.
- (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) that person will be employed as an ongoing education support class employee.
- (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. A trial lesson, observation in class, or any process involving students, is not permissible in a merit-based process.
- (c) Notwithstanding sub clause (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 sub clause (d). The further period of fixed term offered under this sub clause 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 with the agreement of the union.
  - (iv) A person may be employed to an unadvertised fixed term vacancy of up to the duration of one school term in order to replace an employee who is absent on long service leave, with the approval of the Employer centrally.
  - (v) The Employer, as the ultimate duty holder under occupational health and safety laws and anti-discrimination laws, is required to facilitate the transfer of Employees to other locations of work in order to enable them to work safely and in accordance with adjustments or arrangements required under anti-discrimination laws.
- (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 sub clause (4);
  - (iii) when the Employer has met with the consultative committee and they have good reason to believe that, should a person not be employed fixed term, an excess staff situation will arise. 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. For the purposes of this sub-clause a requirement for a qualification in special education is not an appropriate reason.
- (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 sub clause (d). Relevant data will be provided to the Australian Education Union on a quarterly basis and will include but is not limited to, the number of ongoing and fixed term employees, the number of employees on leave (including type) of six weeks or longer, and current and anticipated student enrolments by school.
- (f) Where 10% of a school's employees are engaged on a fixed term basis, at any given time, the Employer will meet with the Australian Education Union to review the staffing arrangements at the school and implement arrangements to reduce the number of fixed term employees by converting their employment to ongoing employment.
- (g) The Employer must offer ongoing employment to any eligible employee without advertisement, where a suitable ongoing position becomes available which would otherwise be advertised, subject to a probationary period as set out in sub clause (4).
- (h) For the purposes of sub clause (g), and subject to sub clause (i), 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 sub clause (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.
- (i) Notwithstanding sub clause (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.
  - (j) Temporary Transfers
    - (i) An ongoing employee who is the successful applicant for an advertised fixed term position of 12 months or less must be temporarily transferred to that position, subject to the following conditions:
      - (a) the date in which an employee is released for transfer is to be negotiated between the principals to reflect the needs of both schools and the employee;
      - (b) the release date should be no later than four weeks after the position was advertised to commence;
      - (c) if the position was advertised to commence at the beginning of a school term the employee will be released no later than the second week of the school term.
    - (ii) If an employee who has been temporarily transferred is offered a position for a further 12 months or less without advertisement, this will be recognised as a separate temporary transfer and the employee is not required to return to their base school to continue their employment.
  - (k) Permanent Transfers
    - (i) An ongoing employee who is the successful applicant for an ongoing or tenured position (e.g. leading teacher, learning specialist or principal class) will be permanently transferred or promoted to that position.
    - (ii) An ongoing employee who is the successful applicant for a fixed term position of more than twelve months (or in the case of a parental absence replacement where the replacement continues beyond twelve months) will be permanently transferred to that school.

#### School Council Employees

- (l) In order to ensure the security of employment of employees, the Employer must ensure that the wages and conditions of School Council employees (either directly or through interposed entities) engaged to do work covered by this agreement are no less favourable than the wages and conditions provided for in this agreement for equivalent or similar work.

### 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, a former employee who is a disability retirement benefits pensioner and who is fit to return to work, or an employee who, for occupational health and safety reasons or reasons under anti-discrimination laws needs to be transferred to another school;

**“employee with redeployment status”** means a fixed term 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 six weeks, excluding school vacation periods.
- (b) An employee with priority status is entitled to be placed in a position at their current classification level and salary range. In addition, an ongoing employee identified as excess to workplace requirements will be provided with dedicated redeployment/career transition support external to the school.
- (c) All reasonable efforts will be made by the Employer to place employees with priority status in suitable alternative positions . An employee with priority status may be referred to any advertised vacancies and will be considered in isolation from and not in competition with other applicants in accordance

with the selection arrangements set out for excess employees. Provided that, in normal circumstances, an excess employee will be considered ahead of other employees approved under this sub clause.

- (d) An employee with redeployment status is entitled to redeployment at 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. An employee with redeployment status will be interviewed for any position for which they are an applicant.
- (e) Except as set out in this agreement, the arrangements agreed by the union and 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. Retrenchment will not be considered unless redeployment and retraining opportunities have been explored for a period of longer than twelve months, from the date the employee was declared excess.
- (f) The Employer will only identify employees as being excess to workplace requirements in either Term 1 or Term 4.

## 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. Employees with previous service as a fixed term employee with the employer will not be subject to a probationary period.
- (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 clause 13(5).

## Teacher, ES, and Principal Class 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. The roles and responsibilities that can be required of education support class employees are set out in Schedule 3.
- (2) Class size, preparation and high quality content, correction 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. Employees are not expected to read or respond to emails or other work related correspondence outside working hours.

- (3) The work of a teacher is complex. Numerous factors contribute to the workload of teaching and learning including:
  - (a) face-to-face teaching (including homeroom or equivalent duties in secondary schools and supervised eating in primary and special schools);
  - (b) preparation, correction, 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) school camps, concerts, excursions and after school sport;
  - (f) the mentoring of classroom teachers at salary range 1 in their first 36 months of teaching;
  - (g) student management including wellbeing and mental health; and
  - (h) communication with parents and community stakeholders.
- (4) In light of the responsibilities involved in the performance of those duties outlined in sub clause (3)(a)-(g) above, the principal will not insist or direct that the tasks listed below, are to be performed by teachers.
  - (a) packing, stocktaking, and moving equipment and furniture;
  - (b) cleaning and maintenance of facilities, furniture, and equipment;
  - (c) procurement of resources, including ICT;
  - (d) weekend events and weekend professional learning;
  - (e) any administrative duty that is not reasonably incidental to the efficient discharging of a teacher's professional duties and responsibilities.
- (5)
  - (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) 18 hours per week for a secondary school teacher;
    - (ii) 18 hours per week for a primary and special school teacher;
    - (iii) the pro-rata of sub clauses (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;
    - (iv) the provisions of sub clause (7).
  - (c) The provisions of sub clause (5)(b) operate to the exclusion of any other provisions regulating face-to-face teaching.
- (6)
  - (a) Within the limits set out in sub clause (5)(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 requirements of a teacher should provide the opportunity for the teacher to perform all of their required duties within a reasonable timeframe subject to the limits set out in sub clause (5)(b).
  - (b) 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 to meet the particular circumstances of that school, network of schools or regional workplace.
- (7)
  - (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 three years 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 three years. Accordingly, the maximum face-to-face teaching duties of a classroom teacher will be as specified below.

First year of teaching	Second year of teaching	Third year of teaching
14 hours per week (reduction of 4 hours)	15 hours per week (reduction of 3 hours)	16 hours per week (reduction of 2 hours)

- (c) If a teacher is requested to act as a mentor for a classroom teacher in their first three years the principal, as the Employer's representative, must provide the teacher with a one hour reduction in their face-to-face teaching duties per week for each mentee to enable the teacher to undertake this role.
- (8) 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 60% of their timetabled allotment. Such classes may only be assigned within the day normal classes are lost.
- (b) Extras will be considered within the face-to-face teaching maximum as determined in sub clause (5)(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 sub clause (b), unless otherwise agreed at the school, the maximum allocation of extras is 10 fifty-minute periods per year (or equivalent).
- (9) (a) A full-time teacher will work a 38 hour week (pro-rata part-time).
- (b) A full-time teacher will be provided 30 hours to undertake the work directly related to the teaching and learning program of their class(es). The maximum face-to-face teaching duties shall be fixed in accordance with clause 22(5)(b).
- (c) The remaining hours (being the number equaling 30 hours minus the teacher's face-to-face teaching) will include work related to the teacher's classes and be limited to planning, preparation and assessment, and will be determined by the teacher.
- (d) The remaining 8 hours shall be available for other activities, including yard duty, student supervision (not included in face-to-face teaching duties), meetings, staff briefings, other duties and lunch.
- (e) Both the 30 hours and the 8 hours will be adjusted according to the proportion of face-to-face teaching in accordance with the following formula:
- (actual face-to-face ÷ maximum face-to-face (as determined through sub-clause (6)(a) above) x 30 hours
- (10) In addition to face-to-face teaching and the requirements set out in clause 22(9), teachers may be required to undertake 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 preparation and correction requirements.
- (11) Where a teacher is required to travel between schools, campuses, annexes or sporting facilities 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 provisions of clause 22(9)(a).

### **ALLOCATION OF ORGANISATIONAL DUTIES**

- (12) (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.
- (c) 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 allocating a time release or special payment (or both) for each organisational duty.
- (c) Once this is determined, they must be advertised to teaching staff within the school, who should then be provided with the opportunity to express interest in one or more of the organisational duties. The principal will outline the time release or special payment available for the organisational duty in the advertisement.
- (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 sub clause (e).
- (g) Should any organisational duty remain unfilled following the process set out in sub clauses (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 sub clause (f)) provided the duty is consistent with the roles and responsibilities that can be required of that teacher.

### **TEACHING AND LEARNING ASSISTANTS**

- (13) Having regard to the workload and occupational health and safety of employees covered by this agreement the Employer will employ one Teaching and Learning Assistant for every 5 EFT teachers to support the work of teachers.

### **SECONDARY TEACHING UNITS (STU) AND NON-MAINSTREAM SETTINGS**

- (14) (a) Having regard to the workload and occupational health and safety of employees covered by this agreement the Employer will establish secondary teacher units (STU) which will include:
- (i) One Leading Teacher position that is funded to every 18 staff;
- (ii) One Learning specialist position that is funded to every 18 staff.
- (iii) The accepted teacher/student ratio for a STU shall be 1:2 and such units shall have a minimum of 4 teaching staff.
- (b) Each STU shall have its own budget, administered by, but separately identifiable to that of the host school.
- (c) Each STU shall have access to a minimum of a 0.5 educational psychologist or social worker, as determined by the needs of the Unit.

### **INSTRUMENTAL MUSIC TEACHER CONDITIONS**

- (15) (a) An Instrumental music teacher is any person involved in the delivery of an instrumental music program. An instrumental music teacher will be paid in accordance with Schedule 1 – Classroom Teacher.
- (b) Having regard to the workload and occupational health and safety of employees covered by this agreement, ensembles of more than 20 students require two teachers.

### **TEACHER LIBRARIAN CONDITIONS**

- (16) (a) The primary function of the library is the provision of information services, teaching of information and ICT literacy to staff and students and to support literacy (programs), particularly through the

promotion of literature. The Library Program supports or underpins the school's curriculum and consequently schools should provide a full library service. Such service must be conducted under the direction of a qualified teacher librarian.

- (b) It is recognised by the parties to this agreement that there is an extensive administrative and organisational workload attached to the delivery of library services in primary, special and secondary schools. To this end, teacher librarians and MARC teachers may be given scheduled duties of up to 18 hours per week. These scheduled duties are inclusive of extras, pupil supervision and administrative and organisational workload attached to the delivery of library services in any school.
- (c) School libraries must be staffed by fully trained teacher librarians.

### **TEACHER PROFESSIONAL DEVELOPMENT**

- (17) A teacher will be granted permission, with all necessary and reasonable expenses covered by the Employer, in order to participate in education-related professional development courses and activities.

### **PROFESSIONAL PRACTICE DAYS**

- (18)
  - (a) Employees are entitled to one day per term (four days per year) release from their scheduled duties, including teaching, to focus on the improved delivery of high quality teaching and learning. These days are in addition to existing pupil free days and planning time, and are pro-rata for an employee employed part-time.
  - (b) The work undertaken on these days will be 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 day for each employee will be determined by the employee in consultation with the principal, or in the case of a principal the Regional Director.
  - (d) Employees can perform work on professional practice days from home and non-school locations.
  - (e) If an employee is unable to observe the day, it will be re-organised.

### **PRINCIPAL WORK**

- (19)
  - (a) The Employer, recognising that principal class employees face particular workload pressures, undertakes that principal class employees will be provided with sufficient resources, time allowances and support to enable them to perform their duties. Such support may include but should not be limited to technical and administrative support in dealing with a range of workload matters including student welfare and responding to parental concerns.
  - (b) The Employer will employ an Executive Assistant to support the work of each principal.
  - (c) A principal with face-to-face teaching will be paid an allowance in accordance with the following formula:  
$$(\text{actual face-to-face} \div \text{maximum face-to-face}) \times \text{classroom range 2-6 salary}$$
  - (d) Principals will be provided with relevant regional, area, and network/SEIL strategic, operational and performance plans, including goals and targets, prior to the Department engaging with principals about matters covered in those plans.
  - (e) Principals will be directly consulted about attendance at professional development programs and relevant meetings held outside the school with a view to maximising the opportunity for principals to remain at the school location and minimise workload.
  - (f) Principals will be provided with an expanded range of health and wellbeing services, consistent with the services currently available, as agreed by the Employer and the union.
  - (g) The timing of school review processes or similar requirement will be determined by the principal following consultation with the Department.
  - (h) The Department will appoint an independent investigator to undertake staff conduct investigations, other than into matters determined to be dealt with informally.

## **PRINCIPAL PROFESSIONAL DEVELOPMENT**

- (20) A member of the principal class shall be granted up to six weeks paid leave every five years with all necessary and reasonable expenses covered by the Employer, in order to participate in education-related professional development courses and activities.

## **MENTORS**

- (21) Principals, Assistant Principals, Learning Specialist and Leading Teachers will be supported to select a mentor for two years upon appointment to the position and be provided with time for mentoring activities.

# **Excessive or Unreasonable Work**

- 23 (1) Having regard, in particular, to the Employer's obligations under occupational health and safety laws, an employee who considers their work to be excessive when considering the employee's contracted hours, 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 sub clauses 11(12) and 11(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 sub clauses 24(10) and 24(11) an employee cannot be required to undertake duties in excess of 38 hours in a week.
- (2) An employee employed part time is employed to work an agreed number of regular hours less than 76 per fortnight.

## **TEACHERS**

- (3) (a) Teachers will be in attendance for a minimum of seven hours daily commencing ten minutes before the morning pupil instructional session unless otherwise agreed between the principal, as the Employer's representative, and a teacher.
- (b) A 'meeting' for the purpose of this clause is where a group of staff are required by the principal, as the Employer's representative, to come together for a specified purpose, and the meeting is outside the seven hours of daily attendance.
- (c) A schedule of meetings outside the seven hours of attendance will be drawn up for the school year, using the consultative provisions of this agreement and will ensure:
- (i) no meetings in the first and last week of each term;
  - (ii) no meetings in the week of parent teacher interviews;
  - (iii) no more than one meeting a day and one hour per week; and
  - (iv) a minimum of two hours per term will be allocated to a sub-branch meeting(s).
- (d) In addition to the attendance requirements set out in sub clause (a) teachers may be required to undertake other duties for up to two hours, including attendance at meetings, provided that not more than one hour of the two hours per week can be used for meetings.
- (e) A teacher required to undertake duties in addition to the attendance requirements set out in sub-clause (a) will have the third hour free from assigned duties, for personal planning purposes.



- (f) Meetings held beyond the attendance requirements set out in sub clause (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.
- (g) Teachers are entitled to a paid morning tea break of 15 minutes and a paid lunch break of not less than thirty minutes free from assigned duties between the hours of 11:30am to 2:30pm.

## **EDUCATION SUPPORT CLASS**

- (5) (a) (i) An education support class employee will be in attendance for a minimum of 7.6 hours daily between 8a.m. and 6p.m. from Monday to Friday.
- (ii) The commencement of the school year for an educational support class employee will be the same as for teaching staff at each school. Education support class employees employed on fixed term contracts for term 4 or a full school year will conclude at the end of the term 4 school vacation period.
- (iii) An educational support class employee will be provided with two days of professional development during each term.
- (iv) 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). Provided that, unless otherwise agreed, an employee working more than the former 48/52 model of employment on the date the Victorian Government Schools Agreement 2013 commenced to operate (that is 10 July 2013), is paid the leave purchase allowance specified in clause 20(8) to reflect the employee's leave arrangements immediately prior to the commencement of the Victorian Government Schools Agreement 2013 (that is 10 July 2013).
- (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.
- (vi) An education support class employee attending for duty 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 leave entitlement reduced accordingly. The maximum period of attendance under sub clauses (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 ordinary hours of attendance, including but not limited to:
  - (i) daily starting and finishing times;
  - (ii) at the request of the educational support class employee, attendance for less than 7.6 hours a day;
  - (iii) the time and duration of the lunch break;
  - (iv) attendance at school meetings and meetings with parents;
  - (v) in the case of part-time employment, the number of hours worked per fortnight;
  - (vi) flexible work arrangements.

An employee and the Employer may agree to vary these arrangements at any time.

- (6) An educational support class employee performing student/teacher support will be provided with 10 minutes non-contact time for every hour in the classroom. This time will be for the purpose of duties associated with their role and determined by the employee.
- (7) An education support class employee cannot be required to work more than five hours without a lunch break of a minimum duration of 45 minutes. The lunch break is paid and free from assigned duties between the hours of 11:30am to 2:30pm unless otherwise agreed under sub clause (5)(b).
- (8) An education support class employee will receive a paid 15 minute morning tea break in addition to the lunch break in sub clause (7).

- (9) An education support class 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.

#### **TIME-IN-LIEU**

- (10) (a) (i) Subject to clause 24(13) the Employer may require a teacher to attend a parent-teacher report meeting or overnight camp or a school activity outside the normal attendance of the teacher. A teacher may request not to attend a parent/teacher report meeting or overnight camp or a 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.
- (ii) Where attendance at a parent-teacher report meeting or overnight camp or school activity outside the normal attendance of the teacher results in a teacher's attendance in that week exceeding 38 hours for a full time teacher or a part time teacher's normal hours of duty, that teacher will be granted time-in-lieu for the hours in excess of 38 hours for a full time teacher or the normal hours of duty of a part time teacher. Time-in-lieu may be granted in that week or any other week of the school year and is to be granted at a time that causes least disruption to the educational program of that school.
- (b) (i) Subject to sub clauses (b)(ii) and (iii), unless otherwise agreed by a teacher and the Employer, where a teacher has not been granted time-in-lieu that has accrued under sub clause (a)(ii) by 1 December in that year, that teacher may vary their attendance time on any school day prior to the end of that school year equivalent to the time owed.
- (ii) Variation of a teacher's attendance under sub clause (i) is subject to the teacher providing the principal, as the Employer's representative, with not less than three working days' notice.
- (iii) 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.
- (iv) As an alternative to time in lieu, the Employer and the teacher may agree to payment for time in lieu owed at 150% of the employee's normal rate of pay.
- (11) (a) The Employer may require an education support class employee to work in excess of the employee's normal hours of duty where such work is unavoidable and reasonable notice is provided. All work required in excess of an education support class employee's normal weekly hours of duty must be documented by the Employer.
- (b) An education support class employee who is directed to work under sub clause (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 sub clause (a).
- (ii) The Employer will grant time in lieu equivalent to the hours of work in excess of the education support class employee's normal hours of duty documented under sub clause (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 at 150% of the employee's normal rate of pay.
- (d) Unless otherwise agreed between the Employer and the education support class employee, where accrued time in lieu has not been granted to an education support class employee by 1 December in that 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**

- (12) The time fraction of an employee employed part-time will be fixed and constant over a normal fortnightly period. Any time fraction reduction is permanent, except arrangements for flexible work arrangements agreed on another basis. However the employee and the Employer may agree at the time of the reduction, or at a later time, to a future dated time fraction increase and this agreement must be in writing.
- (13) 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 a parent-teacher meeting or overnight camp or a school activity on days other than normal days of attendance.
- (14) With the exception of arrangements agreed under sub clause (13):
- (a) An employee who works 0.4 to 0.6 time fraction cannot be required to attend for duty on more than three days per week;
  - (b) An employee who works 0.7 to 0.8 time fraction cannot be required to attend for duty on more than four days per week.
- (15) With the exception of an employee employed on a casual basis, 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**

- (16) (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 sub clause (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 sub clause (a) will be recognised as duty for the purposes of clause 29 (reimbursement of expenses).

## **RELEASE FOR UNION STATE COUNCILLORS**

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

## **PUPIL FREE DAYS**

- (18) The Employer will provide 7 pupil free days per year recognising the importance of ongoing professional development for all staff and the need for time to implement State and Federal Government initiatives. Provided that, one day will be at the commencement of the school year and two days must be used for assessment and/or report writing purposes. The timing of the pupil free days, apart from the first day of the school year will be at the school's discretion.
- (19) In addition, school councils will have flexibility to approve additional pupil free days for local needs/circumstances.

# **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, class size should be planned on the minimum class size possible, subject to clause 11(5), and cannot exceed the following maximums:
- (b) P to 12 will be a maximum of 20 students;
  - (c) Practical class size, subject to clause 25(4), will be a maximum of 18 students.
  - (d) Specialist school or special education classes will be a maximum of 10 students.

- (e) When a teacher is absent, their class cannot be split and allocated to another teacher's class.

### **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 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 and must not, in any case exceed 12 students.

## **Leave**

**26** For the purposes of this clause:

- **"immediate family"** includes spouse or a former spouse of the employee and child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild, aunt, uncle or sibling of the employee or spouse of the employee;
- **"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:
  - (f) 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;
  - (g) 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 sub clause (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 sub clause 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 sub clause (1), and subject to satisfying the requirements of sub clause (3), may be granted personal leave and have the relevant period re-credited to their entitlement under sub clause (1).

### **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(29)(e)(ii)).
- (4) An employee will be credited with 152 hours (20 days for a full time employee) personal leave on full pay on commencement of employment and 152 hours (20 days for a full time employee) personal leave on full pay for each year of service thereafter which 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 152 hours (20 days for a full time employee);
  - (b) an employee employed for one or more fixed periods will not accrue more than 152 hours (20 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 sub clause (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 38 hours (five 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 sub clause (7) and unless otherwise approved by the Employer:
- (d) up to 60.8 hours (eight days for a full time employee) personal leave in aggregate may be granted in any one year without production of a required document subject to any one continuous absence not exceeding three days;
  - (e) notwithstanding sub clause (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 sub clauses (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 (i.e. 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 sub clause. 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 himself or herself from duty on personal leave until a medical practitioner approved by the Employer examines the employee and provides a report to the Employer.
- (a) A direction by the Employer under sub clause (a) of this clause must not be for a period of more than 5 working days. Provided that where the employee unreasonably refuses to attend a medical examination under sub clause (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 sub clause (a).

### **WAR SERVICE SICK LEAVE**

- (12) (a) For the purposes of this sub clause "**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 sub clause (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) Where a medical practitioner certifies that it is likely an employee contracted an illness (other than poliomyelitis, or pulmonary tuberculosis or infectious hepatitis) during the course of the employee's duties, the employee will be granted up to six months leave with full pay and six months leave on half pay without deduction from the employee's personal leave credits for the period the employee is unfit for duty.
- (b) Where a medical practitioner certifies that it is likely an employee has contracted poliomyelitis, pulmonary tuberculosis or infectious hepatitis during the course of the employee's duties, the employee will be granted up to six months leave with full pay and six months leave on half pay without deduction from the employee's personal leave credits for the period the employee is unfit for duty. Any leave so granted in excess of the employee's personal leave credits will not be regarded as a debit against the employee. On resumption of duty, such employee will be entitled to a total initial personal leave credit of not less than 380 hours (50 days for a full time employee).

- (c) If an employee's duties expose him or her to the risk of contracting an infectious disease and a medical practitioner certifies that by reason of contact with a person suffering from an infectious disease, an employee is unable to attend work, the employee will be granted leave with full pay without deduction from personal leave. The period of leave granted under this sub clause will not extend beyond the earliest date at which it would be practicable for the employee to return to work.
- (d) An employee awaiting test results for an infectious disease (as prescribed by the Victorian Department of Health and Human Services, its successor or the Chief Medical Officer) will be paid leave to self- isolate without deduction from the employee's leave credits.
- (e) An employee with an infectious disease may request to work from home prior to taking leave under this clause or clause 26(3) – Personal leave.
- (f) Where a medical practitioner certifies that it is likely a casual employee contracted an infectious disease in the course of their engagement, the casual employee will receive a payment of five days pay.

### **BEREAVEMENT LEAVE**

- (15) (a) An employee is entitled to leave on full pay for five days when a member of the employee's immediate family or household member contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life or dies.
- (b) An employee is entitled to leave on full pay for up to three days to administer the estate of a deceased immediate family or household member if the employee is the executor of the estate.
- (c) Leave, with or without pay, in excess of that specified in sub clause (a) may be granted if the Employer is satisfied that five 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:
  - Maternity leave
  - Other paid parental leave
  - Partner leave
  - Family leave without pay being that portion of a parental absence not covered by paid leave
  - Paid leave accrued under sub clauses 26(1)(a) and (b)
  - 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 sub clause (a).
- (c) Subject to sub clause (d), a parental absence may commence at any time after an employee submits satisfactory medical evidence that the employee is pregnant or, in any other case, at any time after 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 sub clause (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 three 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) Employees will receive superannuation payments for two years while on unpaid family leave.
- (i) (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 sub clause (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.
- (j) An employee, who is pregnant may access paid leave to a maximum of seventy six hours, to attend routine medical appointments associated with that pregnancy, provided that the employee:
- (i) provides a medical certificate certifying the employee pregnant; and
  - (ii) provides a medical certificate for each appointment.
- (k) An employee whose spouse is pregnant may access paid leave to a maximum of thirty eight 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 medical certificate for each appointment; and
  - (iii) appointments are scheduled at times that minimise disruption to the school and/or the requirement to engage replacement staff for the period of the absence.
- (l) Notwithstanding sub clause (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.



## **ASSISTED REPRODUCTIVE TREATMENT**

- (18) (a) An employee who presents a medical certificate stating that they are undergoing assisted reproductive treatment is entitled to 80 hours paid leave per year to attend appointments associated with the treatment.
- (b) An employee who is an intended parent or whose Spouse is undergoing assisted reproductive treatment and provides a medical certificate stating such, will in addition to any other leave, be entitled to paid leave up to 20 hours per year to enable the employee to attend such appointments.
- (c) An employee undergoing assisted reproductive treatment may request alternative duties or vary the employee's pattern of hours for the treatment period and the employer must give genuine consideration to the request.

## **RETURN TO WORK AFTER PARENTAL ABSENCE**

- (19) An employee may return to duty after a parental absence:
- (a) 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
- (b) 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
- (c) at such other time as the Employer approves provided that applications on compassionate or hardship grounds will not be unreasonably refused.
- (d) (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 sub clause (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 sub clause (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 youngest of the employee's children reaches school age.

## **PAID LACTATION BREAKS**

- (20) (a) The employer will provide paid lactation breaks and appropriate facilities to an employee who is breastfeeding or expressing breastmilk for their child.
- (b) Employees who are breastfeeding will be entitled to up to 1 hour paid lactation break(s) per day, with such break(s) in addition to rest periods and lunch breaks otherwise prescribed in this Agreement.
- (c) Breaks provided under this clause may be taken in separate parts but are not cumulative.
- (d) The employer and employee will consult and agree on the frequency, duration and timing of the breaks.
- (e) An employee may return home or attend another location during the break as agreed with the employer.
- (f) As far as practicable, the minimum requirements for an appropriate facility for the purposes of sub-clause (a) include:
- (i) access to a clean and hygienic private room with power points and a lockable door;
- (ii) access to a refrigerator for the storage of expressed breast milk;
- (iii) a suitable storage area for any equipment and/or electric breast pump; and
- (iv) access to a washing facility near the private room.

## **MATERNITY LEAVE**

- (21) (a) An employee is entitled to maternity leave with or without pay for a continuous period of twenty weeks (excluding school vacation periods or annual leave) 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 sub clause but may be eligible for personal leave under clause (5)(b) or leave under section 80 of the *Fair Work Act 2009*.

- (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 sub clause (17)(d). The period during which an employee attends for duty within the periods specified by sub clauses (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 on 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 sub clause (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 sub clause 17(c).
- (e) An employee who is eligible for paid leave under this sub clause and sub clause (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 sub clause (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 sub clause (17)(h)(i) and returns to duty.
- (ii) A fixed term 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 to proceed onto unpaid family leave.

## **OTHER PAID PARENTAL LEAVE**

- (22) (a) An employee who:
- (i) is an approved applicant for the adoption of a child; or
- (ii) becomes the legal parent of a child (or children, as the case may be) under a surrogacy arrangement; or
- (iii) has the daily care and control of a child following:
- the adoption by the employee of a child who is a relative of the employee; or
  - the employee becoming the legal guardian of a child; or
- (iv) becomes the primary caregiver of a child (or children, as the case may be) including through a permanent care arrangement or in such other circumstances approved by the Employer will be entitled, on submitting evidence of the date of placement of the child or the date the employee becomes the legal parent, to paid leave for twenty weeks commencing on that date.

The conditions for granting and payment of leave under this clause are the same as are specified in sub clause (21).

- (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 sub clause (22).
- (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 four weeks commencing on the date of placement of the child or the date the employees become the legal parents of the child (or children, as the case may be).
- (d)
  - (i) An ongoing 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, whose period of employment concludes on or before the end of a school vacation period and after the period of paid leave under this sub clause (22) 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.
- (d) An employee who is eligible for paid leave under this sub clause and sub clause (13) at the same time is entitled to paid leave under this sub clause 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 sub clause (13) during that period.
- (e) If an employee, other than a casual employee, is granted parental responsibility for a child under a care order made pursuant to the *Children, Youth and Families Act 2005 (Vic)* by the Children's Court or the Family Court, and the employee is the primary caregiver of the child, the employee is entitled to two weeks paid leave at a time agreed with the Employer. For the avoidance of doubt, an employee is only entitled to this period of leave once in relation to a particular child.

#### **PARTNER LEAVE**

- (23) (a) An employee who submits satisfactory evidence that the employee has accepted responsibility for the care of a child (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 (20 days), to care for such child (or children in respect of a multiple birth) and / or primary carer 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 ten weeks after the actual date of birth. Partner leave can be taken as separate days.
- (c) An employee who is eligible for paid leave under this sub clause and sub clause (13) in respect of a partner leave absence is entitled to partner leave with pay in accordance with this sub clause 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 sub clause (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 sub clauses (21) or (22) in respect of the same child (or children in respect of a multiple birth).

#### **LONG SERVICE LEAVE**

- (24) (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)* 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 five years' service and is eligible for pay in lieu of the pro-rata entitlement on termination of employment. Long service will accrue for up to 52 weeks of unpaid leave including family leave.
- (c) Employees will not have a deduction from their long service leave accruals on public holidays or during school vacation periods.

- (d) An employee may elect to take some or all of their long service leave entitlement at half pay.
- (e) 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.
- (f) 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.
- (g) Long service leave absences may be for any period not exceeding the long service leave credits available to an employee.
- (h) An employee can apply for long service leave at any time.

### **SPOUSE LEAVE**

- (25) (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 sub clauses (a) or (b) must resume duty at the start of the school term following the expiration of the spouse leave.
- (d) Notwithstanding sub clauses (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 sub clause (22) does not count as service for any purpose but does not break the continuity of an employee's service.

### **GRANDPARENT LEAVE**

- (26) An employee is entitled to a period of up to 52 weeks' continuous unpaid grandparent leave in respect of the birth or adoption of the grandchild of the Employee 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.

### **SABBATICAL LEAVE**

- (27) (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 sub clause (a).

### **PUBLIC HOLIDAYS**

- (28) 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 Monday
- (g) 25 April (ANZAC Day) or any substitute day proclaimed by the State of Victoria
- (h) the second Monday in June (Queen's Birthday)
- (i) the Friday before the AFL Grand Final
- (j) 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
- (k) 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
- (l) 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

- (29) (a) (i) The Employer recognises that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.
- (i) 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) Paid leave for family violence purposes is available to all employees.

### 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.

- (vi) 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 sub clause (e) and (f).
- (vii) 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.

#### Leave

- (e) (i) An employee experiencing family violence will have access to paid special leave for medical appointments, legal proceedings and other activities related to family violence. 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 sub clause (d)(i) 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 in Departmental policy 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 will 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**

- (30) (a) An employee who has been nominated by a union and has been accepted by a training provider to attend a trade union training course will be granted up to five days leave in any one calendar year to enable attendance.
- (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) the proposed training is of benefit to the Teaching Service or the school
  - (iii) 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.

#### **OCCUPATIONAL VIOLENCE LEAVE**

##### General Principle

- (31) (a) The Employer recognises that employees sometimes face situations of occupational violence that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience occupational violence.

- (b) Leave is available to employees who are experiencing occupational 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, occupational violence.

#### Definition of Occupational Violence

- (c) Occupational violence involves incidents in which a person is abused, threatened or assaulted in circumstances relating to their work or assaulted as defined by Work Safe Victoria.

#### Eligibility

- (d) Paid leave for occupational violence is available to all employees.

#### General Measures

- (e)
  - (i) Evidence of occupational 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 Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
  - (ii) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing occupational violence.
  - (iii) An employee experiencing occupational violence may raise the issue with their immediate supervisor, Occupational Violence contacts, or union delegate.
  - (iv) The Employer must consult with health and safety representatives and workers, to identify or assess occupational violence risks. Consultation occurs when an employer:
    - (a) identifies or assesses occupational violence risks;
    - (b) make decisions about ways to address occupational violence risks;
    - (c) makes decisions about providing information and training on prevention and management of aggression; and
    - (d) plans to change the way the work is done.

#### Individual Support

- (f) In order to provide support to an employee experiencing occupational violence and to provide a safe work environment to all employees, the Employer will approve any reasonable request from an employee experiencing occupational violence for:
  - (i) temporary or ongoing changes to their span of hours or pattern of hours and/or shift patterns;
  - (ii) temporary or ongoing job redesign or changes to duties;
  - (iii) temporary or ongoing relocation to suitable employment;
  - (iv) a change to their telephone number or email address to avoid harassing contact;
  - (v) any other appropriate measure
- (g) Any changes to an employee's role should be reviewed at agreed periods. When an employee is no longer experiencing occupational violence, the terms and conditions of employment will revert back to the terms and conditions applicable to the employee's substantive position.
- (h) An employee experiencing occupational 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 occupational violence.

### **COMMUNITY ACTIVITY LEAVE**

- (32) An employee may apply for up to two days per annum (non-cumulative) to engage in community activities or actions either as two full days or as an aggregate of 15.2 hours over the course of a year (pro-rata for part-time employees). Community activity leave is distinct from community service leave (including volunteer emergency management service).

### **DEFENCE RESERVE LEAVE**

- (33) (a) An Employee required to complete Defence Reserve service may be granted leave up to a maximum

period of 78 weeks' continuous service.

- (b) The Employee will consult with the Employer regarding the proposed timing of the service and will give the Employer as much notice as is possible of the time when the service will take place.
- (c) Where the base salary excluding allowances received by the Employee from the Australian Defence Force or Defence Reserve service during his or her ordinary hours of work is below the Employee's salary, the Employer will, pay to the Employee make up pay for the period of Defence Reserve service.

#### **VIT COUNCILLOR LEAVE**

- (34) Employees holding the position of Victorian Institute of Teaching Councillor shall be granted paid leave to attend VIT Council meetings.

#### **LEAVE WITHOUT PAY**

- (35) The Employer will grant leave without pay for a period of two years for travel, study, career break or to undertake alternative temporary work.

#### **GENERAL**

- (36) The Employer may grant leave with pay subject to such terms and conditions as the Employer thinks fit in any particular case for any purpose not covered in this agreement.

## **Employment of Aboriginal and Torres Strait Islander Employees**

- 27 (1) Having regard to the objective of the progressive realisation of equality in the workplace and recognising that the achievement of substantive equality requires the taking of special measures,
- (2) By the Nominal Expiry Date of this Agreement, the Employer will ensure that the number of Aboriginal Employees employed under this Agreement is no less than the number of employees that is in direct proportion (calculated to the nearest whole number) of Aboriginal Australian students who are taught in the Employer's schools (ascertained by reference to the Employer's most current statistics prior to the Nominal Expiry Date of this Agreement) (**Equitable Ratio Requirement**);
- (3) The Equitable Ratio Requirement applies in relation to each class of employees employed under this Agreement.
- (4) The Employer agrees that the commitments in sub clauses 2 and 3 are not merely aspirational but are binding upon the Employer.
- (5) The Employer will, so far as is practicable, only employ Aboriginal Employees on an ongoing basis.
- (6) The Employer will ensure that Aboriginal Employees are offered a suitable mentor who will be made available to individual Aboriginal Employees so as to facilitate their professional development.
- (7) Aboriginal Employees who are teachers are entitled, on request, to a 10% reduction in their face-to-face teaching load in order to attend to further professional development. Aboriginal Employees who are ES are entitled, on request, to a 10% reduction in their regular scheduled duties in order to attend further professional development. Aboriginal Employees who are education support class employees who are training to become teachers, are entitled to request such measures that are necessary to be taken to ensure that they are able to meet the requirements to become a registered teacher. Such measures include being absent with no reduction in pay to undertake student placements.

#### **LEAVE FOR ABORIGINAL AND TORRES STRAIT EMPLOYEES**

- (8) (a) Subject to sub clauses 10 and 11 (notice and evidence requirements), Aboriginal Employees are entitled to apply for paid Cultural Leave.
- (b) An application for Cultural Leave will not be unreasonably refused.
- (c) An employee must provide notice of their intention to take Cultural Leave as soon as is practicable.
- (d) The Employer may request evidence that would satisfy a reasonable person that the leave is for Cultural Leave purposes.



- (e) In considering applications for Cultural Leave and its duration, the Employer must do so in a culturally sensitive manner taking into account:
- (i) the closeness of the association between the applicant and the deceased; this association need not be a blood relationship;
  - (ii) whether the applicant has to take significant responsibility for any or all of the arrangements to do with the ceremonies;
  - (iii) the amount of time needed to discharge properly any responsibilities or obligations;
  - (iv) adequate travelling time;
  - (v) the need to make a decision as quickly as possible so that the applicant is given maximum time possible to make any arrangements necessary. In most cases the necessary decision will be made immediately, but may be made retrospectively where appropriate.

### **NO ADVERSE ACTION**

- (9) The Employer acknowledges and agrees that it, and its agents, must not take adverse action against Aboriginal Employees for the reason, or reasons that include, their exercise of rights under this clause.

### **DEFINITIONS**

- (10) In this clause:
- “**Aboriginal Australian**” is to be understood according to the tripartite test in *Mabo v Queensland* [No 2] (1992) 175 CLR 1 at 70;
  - “Aboriginal Employee” means an Employee who is an Aboriginal Australian;
  - “Cultural Leave” for Aboriginal Employees refers to leave to:
    - (a) attend First people’s Assembly of Victoria;
    - (b) attend to Sorry Business, including funeral business of Family (funeral business applies to the process of mourning and paying respect to a deceased person and their family);
    - (c) fulfil ceremonial/cultural responsibilities including to perform a service to the community and attend community meetings;
    - (d) fulfil Family cultural obligations;
    - (e) celebrate cultural national days related to the Aboriginal and Torres Strait Islander culture with which the employee identifies, including NAIDOC;
    - (f) “**Family**” has a meaning that recognises that extended families exist within Aboriginal society and obligations of Aboriginal 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.

## **Provision of Work Tools**

- 28** The Employer undertakes to provide Employees with essential work tools, including a high quality laptop computer replaced every three years, an ipad (or equivalent), phone, stationary, photocopying facilities and other work tools to undertake their duties. Employees will have a choice of electronic device.

## **Reimbursement of Expenses**

- 29** (1) The Employer will reimburse the employee reasonable out of pocket expenses actually and necessarily incurred in the course of their authorised duties. The Employer will reimburse an educational support class employee the costs of their working with children check (WWCC) and teachers the cost of the Victorian Institute of Teaching registration.
- (2) The Employer will pay for the repair or replacement of any employee’s property damaged by students.

- (3) 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.
- (4) 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.
- (5) 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**

- (6) 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 sub clause (7);
  - (c) the costs of one flu vaccination each year; and
  - (d) expenses incurred in using private vehicles in accordance with sub clause (8).

#### **PRIVATE PHONE USE**

- (7)
  - (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**

- (8)
  - (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 expenses incurred in the course of the employee's employment and authorised by the Employer.
  - (b) Where practicable, the employee must obtain the prior approval of the Employer before using their private motor vehicle during the course of their employment. Where prior approval is not practicable, the employee must notify the employer within seven days and applications will not be unreasonably refused.
  - (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**

- (9) 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 employeewill be reimbursed expenses incurred for travel, meals, accommodation at the rates specified in sub clauses (1), (3), and (4) 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.
- (10) Unless otherwise approved by the Employer, an employee is not eligible for reimbursement of removal expenses under sub clause (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.
- (11) 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.
- (12) An employee promoted or transferred in circumstances provided in sub clauses (9)(a), (b) or (d), other than an employee who is not entitled to be reimbursed under sub clause (10), will be paid:
- (a) a re-establishment allowance of:
    - (i) an employee without dependents - \$1000; or
    - (ii) an employee with dependents - \$1,500

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 sub clause will not exceed \$1,500.
  - (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 sub clause (b) will not be made where the employee occupies a government residence at the new location.
- (13) 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 sub clause (8).

## Dispute Resolution Procedures

- 30**
- (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 sub clauses (12) and (13) or sub clauses (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 sub clauses (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 sub clauses (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.

# **Electronic Communications**

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

# **Flexible Work**

- 32** 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.

# **Occupational Health and Safety**

- 33** (1) The parties to this agreement are committed to a pro-active approach in the prevention and management of workplace injuries amongst employees to the highest level of protection. The Employer will further enhance its commitment to occupational health and safety and the injury management of all employees by:
- (a) Ensuring that workplaces seek to identify a Health and Safety Representative selected by the designated workgroup(s).
  - (b) Ensuring that each workplace post and maintain current the names and relevant contact details of elected health and safety representatives for the designated work group.
  - (c) Providing schools with centralised funding of WorkSafe Victoria approved 5 day initial and 1 day annual refresher course costs for Health and Safety Representatives.

- (d) Providing appropriate and regular access to time for Health & Safety Representatives to consult and represent the Designated Work Group including but not limited to regularly inspecting workplaces.
  - (e) Providing appropriate and enhanced OHS reporting mechanisms for all employees to enable risks and injuries to physical and psychological health to be recorded.
- (2) The Employer will encourage early reporting of incidents by Employees and ensure Employees who report incidents are appropriately supported.
  - (3) The Employer will centrally monitor OHS issues on a workplace basis including OHS incident & accident reports and Workcover claims.
  - (4) The Employer will report on OHS incident & accident reports and Workcover claims to identify at risk workplaces and OHS trends to the Australian Education Union quarterly.
  - (5) The parties are committed to working together to eliminate bullying and occupational violence in the workplace.
  - (6) The provision of specialist intervention services to prevent, avert and respond to the risk of occupational violence in schools and education settings.
  - (7) Providing access to specialist critical incident stress debriefing to employees and their immediate family as required further to the commitment of providing Employee Assistance Program services.
  - (8) Facilitating return to work opportunities for all ill and injured employees.
  - (9) Where a teacher is elected as the Health and Safety representative in a school, time release of two hours per week from face to face teaching must be provided to allow the representative to consult with staff regarding OH&S issues.
  - (10) Where an education support class employee is elected as the Health and Safety representative in a school, time release of two hours per week from scheduled duties must be provided to allow the representative to consult with staff regarding OH&S issues.
  - (11) The Principal will provide a copy of incident reports to the Health and Safety representative within 2 days of an incident report.

## Individual Flexibility Arrangement

- 34**
- (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*;
    - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*;
    - (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

- 35 (1) The Supported Wage System set out in Schedule 5 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.
- (2) An employee engaged as a trainee will receive payment in accordance with the *National Training Wage Award 2000*.

## Abandonment

- 36 (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

- 37 (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 Secretary's power under section 2.4.61A of the *Education and Training Reform Act 2006* (Vic) must be consistent with the principles of natural justice.

## Sexual Harassment and Gendered Violence

- 38 (1) The employer recognises that:
- (a) sexual harassment and gendered violence are a serious health and safety hazard; and
  - (b) no worker should experience sexual harassment and gendered violence at work.

The employer has an obligation to provide a working environment that is safe and without risk to health. This obligation includes a requirement to take all reasonably practicable steps to remove sexual harassment and gendered violence from the workplace.

### DEFINITION OF SEXUAL HARRASSMENT AND GENDERED VIOLENCE

- (2) Sexual harassment and gendered violence is any behaviour, action, system or structure that causes physical, sexual, psychological or economic harm to a worker because of their sex, gender, sexual orientation or because they do not adhere to dominant gender stereotypes or socially prescribed gender roles.
- (3) Gendered violence includes:
- (a) violence experienced by women because they are women;
  - (b) violence experienced by a person because they identify as LGBTIQ;
  - (c) violence experienced by a person because they don't conform to socially prescribed gender roles or dominant definitions of masculinity or femininity;
  - (d) witnessing sexual harassment and gendered violence directed at someone else, such as a co-worker.
  - (e) Examples of sexual harassment and gendered violence include (but are not limited to) behaviours and actions such as:
    - (i) stalking;
    - (ii) intimidation or threats;
    - (iii) verbal abuse;
    - (iv) ostracism or exclusion;
    - (v) rude gestures;
    - (vi) offensive language and imagery;
    - (vii) put downs, innuendo/insinuations;
    - (viii) being undermined in your role or position;
    - (ix) sexual harassment;
    - (x) sexual assault and rape.

### MEASURES TO ADDRESS SEXUAL HARRASSMENT AND GENDERED VIOLENCE AT THE WORKPLACE

- (4) Gender inequalities, sexism, homophobia and transphobia at work drive sexual harassment and gendered violence at work. Sexual harassment and gendered violence can be perpetrated by those who are strangers/external to the workplace, and those who are internal to the workplace such as students, work peers and managers.
- (5) The employer will therefore take positive steps to:
- (a) eliminate gender inequalities that exist in the workplace;
  - (b) overcome gender segregation where it exists;
  - (c) eradicate cultures of sexism and misogyny;

- (d) eradicate homophobia and transphobia; and
- (e) promote the benefits of gender equality and workplaces that are inclusive of workers from a range of backgrounds, experiences and identities.

#### **DEVELOPMENT OF AN ACTION PLAN**

- (6) (a) Addressing the factors that underpin sexual harassment and gendered violence will assist in preventing and eliminating that violence.
- (b) The employer therefore agrees to put an action plan in place, in consultation with its employees and the union, within 4 months of the coming in to effect of this agreement which is designed to:
  - (i) eliminate gender inequalities that exist in the workplace;
  - (ii) overcomes gender segregation where it exists;
  - (iii) eradicate cultures of sexism and misogyny; homophobia and transphobia;
  - (iv) promote the benefits of gender equality and workplaces that are inclusive of workers from a range of backgrounds, experiences and identities;
  - (v) ensure that job design and systems of work do not cause or increase the risk of sexual harassment and gendered violence or perpetuate gender inequality.
  - (iii) The action plan will give specific attention to vulnerable workers including those that are casual, contract, visa workers or who are otherwise insecurely engaged; identify as LGQBTIQ; are Aboriginal or Torres Strait Islander; are migrants or culturally and linguistically diverse or have a disability.
  - (iv) The action plan will assess and address the risk of exposure to sexual harassment and gendered violence:
    - (a) in the work environment;
    - (b) in the way work is designed and managed; and
    - (c) in workplace policies and procedures and practices.

#### **ASSESSMENT OF ACTION PLAN IMPLEMENTATION**

- (7) Progress on the implementation of this action plan will be a standing item for discussion at the Consultative Committee and the Health and Safety Committee.

#### **ALLOCATION OF RESOURCES TO DEAL WITH SEXUAL HARRASSMENT AND GENDERED VIOLENCE**

- (8) The employer will:
  - Risk assessment
    - (a) assess the sexual harassment and gendered violence risks in the workplace and will develop a strategy to remove these risks in conjunction with workers and the union;
  - Development of guidelines
    - (b) develop and publish workplace guidelines on solutions to overcome sexual harassment and gendered violence in the workplace, to address sexual harassment and gendered violence risks and the incidence of sexual harassment and gendered violence in the workplace within 4 months of the coming in to effect of this agreement. These guidelines will be consistent with this clause and will be produced in consultation with the workers and the union;
  - Data collection and reporting
    - (c) ensure that data, including incident reports, pertaining to sexual harassment and gendered violence, are maintained and recorded in order to assist in and identify instances of sexual harassment and gendered violence and to review progress towards achieving a sexual harassment and gendered violence free workplace. This data will be made available to the consultative committee and health and safety committee. The union will also have access to this data on request;
  - Sexual harassment and gendered violence contact persons



- (d) identify sexual harassment and gendered violence contact persons throughout the organisation, in consultation with workers and the relevant union/s. These persons may include managers, team leaders, union contacts and HSRs. All sexual harassment and gendered violence contact persons will receive training on: the operation of this clause; understanding sexual harassment and gendered violence as a serious workplace health and safety issue and; how to respond to incidences of sexual harassment and gendered violence;

#### Delegate and HSR training leave

- (e) provide paid leave from work at least annually, for union delegates and HSRs, to attend training, delivered by VTHC or the union, on sexual harassment and gendered violence at work, how to respond to and prevent it, and the operation of this clause;

#### Leadership training

- (f) facilitate training by the senior leadership team, about the operation of this clause; understanding sexual harassment and gendered violence as a serious workplace health and safety issue, and how to achieve gender equality and create workplaces that are inclusive of workers from a range of backgrounds, experiences and identities;

#### Worker training and inductions

- (g) provide training and information to all workers on the Department's commitment to eradicating sexual harassment and gendered violence from the workplace and the operation of this clause; and
- (h) ensure all new workers receive training and information at their induction regarding the Department's commitment to achieving workplaces free of sexual harassment and gendered violence, the expectations of all workers to refrain from behaviours and actions that constitute sexual harassment and gendered violence and the operation of this clause.

### **EMPLOYER COMMITMENTS**

- (9) No adverse action will be taken against a worker who reports experiencing or witnessing sexual harassment and gendered violence or whose attendance or performance suffers as a result of them experiencing or witnessing sexual harassment and gendered violence at work.
- (10) Any employer action to address sexual harassment and gendered violence risks or to respond to reports or incidences of gendered violence will:
  - (a) Effectively and efficiently deal with instances of sexual harassment and gendered violence without blaming or persecuting the victim; address the behaviours and actions that constitute sexual harassment and gendered violence as well as the stereotypes/assumptions, cultures and system of work that foster sexual harassment and gendered violence;
  - (b) Reinforce that any perpetrator is responsible for their behaviour and the choices they make;
  - (c) Ensure that reporting and investigative processes are efficient, confidential and do not penalise or cause further harm to employees who have experienced sexual harassment and gendered violence;
  - (d) Ensure that any investigative processes apply the principles of natural justice and procedural fairness and do not penalise or cause further harm to employees who have experienced sexual harassment and gendered violence;
  - (e) Allow any worker involved in any instances of sexual harassment and gendered violence (including victim/survivor, witness or perpetrator) to have access to a representative of their choosing in any process associated with these instances;
  - (f) Not excuse the perpetrators violent behaviour or down play the significance and seriousness of the perpetrator's inappropriate actions;
  - (g) A worker, or group of workers, who experience or witness sexual harassment and gendered violence may, if they choose, raise this issue as a dispute in accordance with clause 30 of this agreement.

### **SUPPORT FOR WORKERS WHO EXPERIENCE SEXUAL HARRASSMENT AND GENDERED VIOLENCE**

- (11) The employer will:
  - (a) ensure those who experience or witness sexual harassment and gendered violence at work receive appropriate support and access to appropriately qualified counselling and other support services.

Support includes access to a representative to assist in this process and paid leave to deal with the impact of sexual harassment and gendered violence;

- (b) provide access to support services to those who perpetrate sexual harassment and gendered violence in order to assist them to change their behaviour; and
- (c) make information regarding counselling and support services readily available throughout the workplace.

**OPERATION OF THIS CLAUSE**

- (12) Policies and procedures within the workplace shall be reviewed to ensure they are consistent with the provisions of this clause.
- (13) Nothing in this clause overrides any obligation the employer may have with respect to other clauses within this agreement or under any Act or Regulation.
- (14) Nothing in this clause overrides any rights a worker may have with respect to other clauses within this agreement or under any Act or Regulation.

# SCHEDULE 1

## Salary/Remuneration Rates

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

### PRINCIPAL CLASS

1.1 Employees within the principal class will be paid the salary set out in the tables below:

(a) Principals will be paid within ranges 3 to 6 as follows with increases payable as per clause 7(1):

Range	Effective from the first pay period on or after			
	2021	2022	2023	
Range 6				
6-4	\$224,405			
6-3	\$220,005			
6-2	\$215,691			
6-1	\$211,462			
Range 5				
5-4	\$207,315			
5-3	\$203,250			
5-2	\$199,265			
5-1	\$195,358			
Range 4				
4-4	\$189,359			
4-3	\$185,283			
4-2	\$181,295			
4-1	\$177,391			
Range 3				
3-4	\$173,573			
3-3	\$170,280			
3-2	\$166,615			
3-1	\$163,028			

(b) Assistant principals will be paid within ranges 2 to 4 as follows with increases payable as per clause 7(1):

Range	Effective from the first pay period on or after			
		2021	2022	2023
Range 4				
4-4	\$189,359			
4-3	\$185,283			
4-2	\$181,295			
4-1	\$177,391			
Range 3				
3-4	\$173,573			
3-3	\$170,280			
3-2	\$166,615			
3-1	\$163,028			
Range 2				
2-4	\$159,519			
2-3	\$153,526			
2-2	\$150,220			
2-1	\$146,987			

(c) Liaison principals will be paid within ranges 1 to 6 as follows with increases payable as per clause 7(1):

Range	Effective from the first pay period on or after		
	2021	2022	2023
Range 6			
6-4	\$224,405		
6-3	\$220,005		
6-2	\$215,691		
6-1	\$211,462		
Range 5			
5-4	\$207,315		
5-3	\$203,250		
5-2	\$199,265		
5-1	\$195,358		
Range 4			
4-4	\$189,359		
4-3	\$185,283		
4-2	\$181,295		
4-1	\$177,391		
Range 3			
3-4	\$173,573		
3-3	\$170,280		
3-2	\$166,615		
3-1	\$163,028		
Range 2			
2-4	\$159,519		
2-3	\$153,526		
2-2	\$150,220		
2-1	\$146,987		
Range 1			

1-4	\$145,464			
1-3	\$140,981			
1-2	\$137,008			
1-1	\$133,147			

## TEACHER CLASS

1.2 Employees within the teacher class will be paid the salary appropriate to their classification and salary range as follows with increases payable as per clause 7(1):

Classification & salary range		Effective from the first pay period on or after			
		2021	2022	2023	
Leading Teacher	Range 3				
	3-2	\$118,620			
	3-1	\$113,079			
Learning Specialist	Range 3				
	3-2	\$118,620			
	3-1	\$113,079			
Classroom Teacher	Range 2				
	2-6	\$108,003			
	2-5	\$99,842			
	2-4	\$96,289			
	2-3	\$92,862			
	2-2	\$89,557			
	2-1	\$86,370			
	Range 1				
	1-3	\$83,297			
	1-2	\$80,332			
	1-1	\$77,474			

## PARAPROFESSIONAL CLASS

1.3 Employees within the paraprofessional class will be paid the salary appropriate to their classification and salary range as follows with increases payable as per clause 7(1):

Classification & salary range		Effective from the first pay period on or after		
		2021	2022	2023
Level 2	Range 4			
	Max	\$118,620		
	Min	\$108,003		
	Range 3			
	P 3-3	\$99,842		
	P 3-2	\$96,289		
	P 3-1	\$92,862		
Level 1	Range 2			
	P 2-5	\$89,557		
	P 2-4	\$86,370		
	P 2-3	\$83,297		
	P 2-2	\$80,332		
	P 2-1	\$77,474		
	Range 1			
	P 1-6	\$74,717		
	P 1-5	\$68,675		
	P 1-4	\$63,617		
	P 1-3	\$58,933		
	P 1-2	\$54,592		
	P 1-1	\$50,572		



## 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 with increases payable as per clause 7(1):

Classification & salary range	Effective from the first pay period on or after		
	2021	2022	2023
Level 2	Range 6		
	6-5	\$142,742	
	6-4	\$137,695	
	6-3	\$132,783	
	6-2	\$128,044	
	6-1	\$123,476	
Level 1	Range 5		
	5-5	\$119,473	
	5-4	\$115,517	
	5-3	\$111,771	
	5-2	\$108,148	
	5-1	\$104,642	
	Range 4		
	4-6	\$101,249	
	4-5	\$97,968	
	4-4	\$94,793	
	4-3	\$91,721	
	4-2	\$88,747	
	4-1	\$85,871	
	Range 3		
	3-5	\$78,634	
	3-4	\$74,861	
	3-3	\$72,435	
	3-2	\$70,098	
3-1	\$67,187		

	Range 2	
	2-5	\$66,077
	2-4	\$64,094
	2-3	\$61,431
	2-2	\$59,440
	2-1	\$57,514

# 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 in addition to their rostered teaching duties provided the responsibility is appropriate to the salary range, qualifications, training and experience of the teacher.

### **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.

## Education Support Class Level 1 Range 2

Undertakes routine tasks that are usually 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.

Work has little scope for deviation. Problems can usually be solved by reference to well documented procedures and instructions and clearly established practices. Deviation from established procedures will require reference to others for guidance and direction. Assistance is readily available when problems arise. An experienced employee at range 2 will exercise limited judgement within clearly defined guidelines and well established practices that relate specifically to the tasks performed.

Does not carry responsibility for the work of others or trainees. More experienced employees will provide basic guidance and advice to others relating to tasks within the work area.

An education support class position supports the educational services being provided to students, but must not include duties of teaching as defined in clause 2.6.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students cannot be required except where it involves supervision of students individually or in small groups, of no more than 4 students in controlled circumstances, in the presence of a teacher.

Qualification requirements do not apply at range 2. Certification requirements may be required to legally perform specific tasks - e.g. driver's licence, first aid, safe food handling.

### DIMENSIONS OF WORK

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
<ul style="list-style-type: none"> <li>• Undertakes routine tasks under clear priorities in line with job description, well established procedures and in the presence of a teacher including:</li> <li>• Assists with coordination and planning of student routines</li> <li>• Duties mainly focused on routine issues, including:               <ul style="list-style-type: none"> <li>○ Communicates with teachers about routine matters</li> <li>○ Assist teachers with communication with parents about routine matters</li> <li>○ Provide basic physical care</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Under close supervision performs routine administrative or operational tasks, including: general telephone, counter and front office enquiries, mail deliveries, assisting with stock control, supporting organisation of meetings, receiving and initial processing of standard paperwork</li> <li>• Qualification requirements do not apply at Range 2. Some certification requirements may be required to legally perform specific tasks – e.g. driver's licence, first aid, safe food handling</li> </ul>	<p>N/A</p>	<p>N/A</p>

<p>and emotional support for students such as toileting, meals and lifting</p> <ul style="list-style-type: none"> <li>○ Communicate with student/s about comprehension of basic tasks and information</li> <li>○ Address immediate behaviour issues relating to specific students within a classroom setting aligned to school policy and procedure</li> <li>○ Provides basic care and supervision for individuals or small groups of students of no more than 4 students in the presence of a teacher</li> </ul>			
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# Education Support Class Level 1 Range 3

Performs and/or supervises tasks that are carried out in accordance with guidelines, accepted practice and school policy. This may include the supervision and coordination of other education support class staff within the work area or educational program. Supervision and coordination would be limited to ensuring routine tasks are performed to required standards.

Specialised support to achieve specific outcomes is a feature of range 3. Typically this will involve accountability for a single function, (e.g. ensuring data is properly maintained) or the operation of a work area (e.g. managing the day to day operation of a school office) under the direction of the principal or another senior manager.

Provides support to teachers and students that is beyond the routine support provided at education support class Level 1, range 2. Within an educational program assists teachers with the coordination of the support function, directing/organising the work of other support staff, trainees or providing a specialist support role including in a specialised education program.

Undertakes medical intervention support tasks or other specialised student/teacher support roles that require specific training that must be updated 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. An education support class employee with a relevant qualification must commence at range 3.

Performs 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 laboratories would be typical examples.

An education support class position supports the educational services being provided to students, but must not include duties of teaching as defined in clause 2.6.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students cannot be required except where it involves supervision of students individually or in small groups, of no more than 6 students in controlled circumstances in the presence of a teacher.

## DIMENSIONS OF WORK

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
<ul style="list-style-type: none"> <li>Supports teachers in the coordination of students and educational programs independently or under minimal supervision, such as:</li> <li>Rosters and organises the work of a team of aides</li> <li>Liases with external providers of support services about clearly defined support needs and resources</li> <li>Supports routine presentations to parents to assist teachers in communicating objectives and outcomes relating to</li> </ul>	<ul style="list-style-type: none"> <li>Supports financial and budgetary processes and utilises standard software</li> <li>Conducts induction processes for school visitors or tradespeople on school operational health and safety policies and procedures</li> <li>Undertakes operational and systems processing work such as data entry, purchasing, payments and reports and performs telephone and counter duties</li> <li>Coordinates the preparation of standard routine internal and external communication</li> <li>Provides certified trade support services such as</li> </ul>	<ul style="list-style-type: none"> <li>Conducts routine scientific, technical or specialist procedures and data collection, collation and analysis</li> <li>Applies basic technical to knowledge to diagnose and correct faults and problems with technical equipment</li> <li>Applies basic technical and/or scientific principles to enable the performance of a variety of inter-related technical tasks</li> <li>Application of specialised knowledge is confined to a specific functional area e.g. science</li> </ul>	<ul style="list-style-type: none"> <li>Provides care under-in the presence of a teacher-for individuals or small groups of no more than 6 students</li> <li>Supports the first aid facilities and assists in delivering first aid to students</li> <li>Undertakes the administration procedures associated with student medical alerts and specific medical conditions</li> <li>Supports the delivery of various health,</li> </ul>



<p>educational programs and/or students</p> <ul style="list-style-type: none"> <li>• Assists with the communication of student outcomes and educational programs</li> <li>• Yard Duty becomes a feature at this range in the presence of a teacher</li> <li>• Can provide medical intervention support to a student/s, provided that: <ul style="list-style-type: none"> <li>○ The student/s has a specific medical condition that requires assistance;</li> <li>○ The support relates to a specific medical condition identified by the Employer under relevant policy;</li> <li>○ The support needed requires specialised training/instruction in the tasks to be performed;</li> <li>○ The position has a clearly defined responsibility for the administration of such support; and</li> <li>○ The position requires regular refreshing of the training/instruction relevant to the medical procedure</li> </ul> </li> <li>• Provides basic care and supervision for individuals or small groups of students of no more than 6 students in the presence of a teacher.</li> </ul>	<p>School grounds and building maintenance</p> <ul style="list-style-type: none"> <li>• Provides driver and student transportation services such as bus driving, coordination and scheduling</li> </ul>	<p>laboratory, information technology support, library</p> <ul style="list-style-type: none"> <li>• Provides specialised knowledge that is relied upon to deliver support services, under direction, e.g. information technology and technical support in science laboratories and libraries</li> <li>• May supervise a small project team providing technical support to a school/s</li> <li>• Assists in conducting training and/or instruction with respect to technical systems or scientific processes</li> <li>• Under direct supervision, prepares experiments or use of equipment and conducts demonstrations, where required</li> <li>• Undertakes relevant occupational health and safety requirements and, where necessary, risk assessments within the relative work area.</li> <li>• Can only undertake low/medium risk tasks as defined by the DET Risk Matrix or its successor</li> <li>• Provides ad-hoc care and supervision for individual or small groups of no more than 6 students in the presence of a teacher</li> </ul>	<p>counselling, wellbeing and therapeutic services to a school or an allocated roster of schools usually within a defined geographic area</p> <ul style="list-style-type: none"> <li>• Provides assistance with health, or psychological assessments</li> <li>• Provides support in the delivery of health and wellbeing education and promotion programs in collaboration with school community</li> <li>• Supports the provision of follow-up service for students (or staff) where problems or issues have been identified</li> </ul>
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# Education Support Class Level 1 Range 4

Range 4 is distinguished by the introduction of management responsibility and accountability for the delivery of professional support services. The role will usually impact beyond the work area or professional field. It seeks to gain cooperation of other staff members or members of the school community to achieve specific objectives, such as in school administration, operations or educational programs. Direction on targets and goals is provided but the position will have some degree of latitude in determining how they are achieved. This latitude will generally be limited by standard procedures and school policy. Deviation from standard procedures and school policy will require guidance and direction from senior management.

The provision of business management responsibilities becomes a feature at range 4. Management of staff to achieve the expected outcomes is a key responsibility. Staff management issues will be resolved with minimal reference to senior management, although guidance will be required in more complex cases. Senior management will be provided with timely 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.

This is the minimum range for positions that carry a mandatory qualification requirement of not less than four years (or equivalent such as three years plus 12 months' work experience). Professional student support positions become a feature at range 4 where standard professional services are delivered. Professional support and guidance will be close at hand and deviation from standard procedures and school policy will require guidance and direction from senior management. Typical professional support positions operating at this level would be registered nurses, speech pathologists, psychologists, occupational therapists physiotherapists and social workers.

An education support class position supports the educational services being provided to students, but must not include duties of teaching as defined in clause 2.6.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students cannot be required except where it involves supervision of students individually or in small groups, of no more than 10 students in controlled circumstances, where the responsibility for students remains clearly with a teacher and is clearly outlined in school policy.

## DIMENSIONS OF WORK

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
<ul style="list-style-type: none"> <li>Positions such as careers practitioners, VCAL, MIPS coordinators, student study room coordinators or similar fall within this dimension.</li> <li>Can provide support to students taking part in life skills programs outside the school environment</li> <li>Can undertake Augmentative Alternative Communication programs including Auslan trained support</li> <li>Undertakes interpretation duties either face to face, over</li> </ul>	<ul style="list-style-type: none"> <li>Distinguished from ES Level 1 Range 3 by the level of management responsibility for the work area that will have a greater impact on school administration and operations</li> <li>Objectives and directions are clear, but there is a greater level of autonomy in determining the approach</li> <li>Manages others to achieve the objectives of the work area</li> <li>Undertakes VASS role within the school</li> <li>Undertakes OHS Management nominee role in the school</li> </ul>	<ul style="list-style-type: none"> <li>Manages a school science laboratory, library or IT area or works as a sole technician where tasks undertaken can include activities that are not routine and techniques that are not standard</li> <li>Manages the flow of information to staff and students to ensure appropriate awareness of technical operations and safety</li> <li>Advises school staff and students on aspects of information technology</li> <li>Investigates and reports on the efficiency and</li> </ul>	<ul style="list-style-type: none"> <li>Functions under minimal supervision in a community setting, such as a school</li> <li>Delivers care through various health, counselling, wellbeing and therapeutic services to a school or an allocated roster of schools usually within a defined geographic area. Provides supervision to individuals or small groups of no more than 10 students</li> <li>Undertakes nursing and/ or health and wellbeing assessments and plans ongoing care to effectively address healthcare needs of</li> </ul>

<p>the phone or translating school documentation</p>	<ul style="list-style-type: none"> <li>• Manages and direct the preparation of financial and budgeting documents and contribute to financial decision making</li> <li>• Coordinates a range of functions, such as finance, human resources and other support areas that contributes significantly to the business management function within the school</li> <li>• Adapt the way work is organised and modify existing practices within precedent and established methods</li> <li>• With broad direction manage the delivery of administrative and/or operational services</li> <li>• Implements the delivery of a particular service or function (e.g. finance, library, human resources, facilities)</li> <li>• Prepares and analyses reports from School databases to support decision making</li> </ul>	<p>effectiveness of system design</p> <ul style="list-style-type: none"> <li>• Conducts training and instruction to school colleagues within the technical field</li> <li>• Coordinates small to medium scientific, technical or specialist projects defined by others</li> <li>• Implements non-standard technical systems or equipment to a specification</li> <li>• Leads a small scientific, technical or specialist team</li> <li>• The minimum range for positions that carry a mandatory qualification requirement of not less than four years (or equivalent such as three years plus 12 months' industry experience).</li> <li>• Explains professional concepts and approaches to school stakeholders, colleagues and staff</li> <li>• Applies sound theoretical knowledge and practical expertise</li> <li>• Provides professional services independently within defined school procedures</li> <li>• Provides and influences operational leadership and strategic planning with respect to school service delivery</li> <li>• May undertake low, medium and high risk tasks as identified in DET Risk Matrix or its successor</li> <li>• Provides reports for school staff or stakeholders, requiring in-depth factual</li> </ul>	<p>individual students and small groups of no more than 10 students within the school community.</p> <ul style="list-style-type: none"> <li>• Acts on referrals by parents, guardians and staff</li> <li>• Delivers health and wellbeing education and promotion programs in collaboration with school community. Provides health and wellbeing advice to the school community</li> <li>• Provides a follow-up service for students (or staff) where problems or issues have been identified</li> <li>• Advocates to school stakeholders for objectives that restore and maintain optimal health and wellbeing</li> </ul>
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		<p>analysis, including assessments and recommendations for consideration by others</p> <ul style="list-style-type: none"><li>• Supervises students doing science practicals</li><li>• Provides ad-hoc care and supervision for individuals or small groups of no more than 10 students</li></ul>	
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# Education Support Class Level 1 Range 5

Range 5 is distinguished by broader management responsibility, particularly in the areas of finance, human resource, delivery of professional student support services and/or clinical management and other support functions.

A range 5 employee is responsible for managing a range of functions under a wide range of conditions, 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.

A range 5 employee generally provides key support and timely advice to the leadership team and school council and liaises with the general school community, the Department and other government agencies and service providers.

Professional student support positions at this level will carry out their duties and responsibilities, relative to their professional discipline, with a higher level of autonomy and with minimal reliance on professional supervision. This position would generally be filled by an experienced professional.

At this level a position would be responsible for the development and implementation of professional support programs within an educational environment, including guidance to other professional staff.

An education support class position supports the educational services being provided to students, but must not include duties of teaching as defined in clause 2.6.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students cannot be required except here it is an integral part of the employee's position or involves supervision of students individually or in small groups, of no more than 12 students in controlled circumstances, where the responsibility for students remains clearly with a teacher and is clearly outlined in school policy.

## DIMENSIONS OF WORK

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
<ul style="list-style-type: none"> <li>Provides expertise or professional support to school staff dealing with more complex issues requiring specialised support</li> </ul>	<ul style="list-style-type: none"> <li>Provides expertise or professional leadership dealing with more complex issues requiring specialised support</li> <li>As a member of the leadership team contribute, develop and implement key policy initiatives in a school or group of schools</li> <li>Manage delivery of budgetary, administrative and operational targets, involving liaison with school staff and leadership</li> <li>Contributes to the overall management of the school through internal decision making</li> </ul>	<ul style="list-style-type: none"> <li>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</li> <li>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 the area of school laboratories, libraries and information technology the</li> </ul>	<ul style="list-style-type: none"> <li>Functions as a health or wellbeing professional in a school setting. Participates as a member of the student welfare team to promote a social view of health and wellbeing</li> <li>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</li> <li>Manages the implementation of evidence-based health promotion and preventive care within the school community</li> <li>Undertakes nursing and/ or health and</li> </ul>

		<p>position would provide expertise and leadership in policy development that guides the work of others, including teachers</p> <ul style="list-style-type: none"> <li>• Formulates and supervises experimental and professional development programs for colleagues or other staff involved in the scientific or technical field</li> <li>• Manages a scientific, technical or specialist team and/or projects</li> <li>• Specialist in an area of their profession and relied on for advice in this field</li> <li>• Initiates research and analysis within an area of expertise consistent with school objectives</li> <li>• 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</li> <li>• Applies sound theoretical knowledge and practical expertise in development of standards relating to the school program or operation</li> <li>• Provides ad-hoc care and supervision for individuals or small groups of students of no more than 12 students</li> </ul>	<p>wellbeing assessments and plans ongoing care to effectively address healthcare needs of individual students and groups of no more than 12 students within the school community. Acts on referrals by parents, guardians and staff</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• Acts as a subject matter resource to the school community</li> <li>• Provides support for students (or staff) on sensitive health and wellbeing and works actively to reduce negative health and wellbeing outcomes and risk-taking behaviours</li> </ul>
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## Education Support Class Level 2 Range 6

Will usually be 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. Provides a range of services and/or undertakes the analysis of complex problems that form part of the policy framework. A school or group of schools would need to have the necessary diversity and complexity to create a role at range 6. Management of a major school or district initiative, project or Department targeted strategy would be an indicator depending on the breadth of management responsibilities.

An education support class position supports the educational services being provided to students, but must not include duties of teaching as defined in clause 2.6.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students cannot be required except where it is an integral part of the employee's position or involves supervision of students individually or in small groups, of no more than 15 students in controlled circumstances, where the responsibility for students remain clearly with a teacher and is clearly outlined in school policy.

### DIMENSIONS OF WORK

**Range 6 applies across student/teacher support; administration/operations; technical; and health and wellbeing services as relevant**

Has a primary responsibility for the management of areas or functions within the school(s), each with significant budget, staff responsibilities or strategic importance.

Has 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 endorsed 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 senior levels of the school on policy issues and solutions within a functional area.

Develops technical or professional standards.

Provides ad-hoc care and supervision for individuals or small groups of no more than 15 students.

## Unsatisfactory Performance Procedures

- 4.1** 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.
- 4.2** 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:
- (11) is advised of their unsatisfactory performance;
  - (12) is advised that they may have a support person or representative of their choice attend any meetings;
  - (13) has the opportunity to respond; and
  - (14) is provided with a period of monitoring and support.
- 4.3** 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 sub clause (1)(e), the Employer will notify the employee of the decision in writing that:
  - (g) performance is satisfactory and no further action will be taken; or
  - (h) 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 sub clause (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 10 and 12 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 sub clause (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*.
- (8) If action is taken under sub clause (7)(c) the employee may appeal the decision under either the *Education and Training Reform Act 2006* or the *Fair Work Act 2009*.

## Supported Wage System

5.1. 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 *Supported Wage System: Guidelines and Assessment Process*.
- (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.

### 5.2. 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, program, 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.

### 5.3. 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 \$100 per week.
- (3) Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

#### **5.4. 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.

#### **5.5. Lodgment 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.

#### **5.6. 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.

#### **5.7. 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.

#### **5.8. 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 \$82 per week.
- (4) Work trials should include induction or training as appropriate to the job being trialed.
- (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 5.4 hereof.

## Roles and Responsibilities – Executive Principal and Principal

### ROLE OF THE POSITION

The role of the principal is to lead and manage the education of all students through the deployment of Departmental and locally raised resources. The principal leads and provides professional learning and support that increase the knowledge and capacity of teachers and support staff within their school relating to student learning and inclusive practice.

At the same time, the principal, as executive officer of the school council, should ensure that the decisions of the council are based on relevant and accurate evidence and are consistent with relevant government legislation; and that support and resources are provided for the conduct of council meetings.

The principal is responsible for the overall leadership, management and development of the school within state-wide guidelines and Government policies. In the context of being employees of the Department, a principal's role sits within a broader set of responsibilities held by and senior Department officers. The core responsibilities of a principal are to:

- Ensure the delivery of a comprehensive, inclusive and high-quality education program to all students within the limitations of the resources which are made available.
- Be executive officer of the school council.
- Oversee school financial systems in accordance with legislative requirements.
- Represent the Department in the school where appropriate.
- Lead teaching and learning practice and research relating to effective and inclusive curriculum, pedagogy and assessment.
- Ensure health and safety of staff and students
- Ensure the correct implementation of the Victorian Government Schools Agreement
- Effectively manage the resources available to the school
- Appropriately involve staff, students and the community in the development, implementation and review of school policies, programs and operations.
- Report to the Department, staff, parents and students on the achievements of the school and of individual students as required.

### Responsibilities

The following responsibilities describe the major educational functions which a principal should undertake. It is understood that all the functions will not necessarily be carried out directly by the principal and may be undertaken by the Department regionally or centrally or delegated to other school staff where resources permit.

#### *Educational Leadership*

- Lead the development, implementation and evaluation of a whole school curriculum plan that is inclusive and accessible to all students.
- Lead the development, implementation and evaluation of school policy and practice on assessment and on reporting children's learning achievements to their parents.
- Lead and manage the development and implementation of a School Strategic Plan and related educational planning and review activities.
- Participate in the planning and in limited management of education at network, regional and state-wide levels as appropriate.

#### *Staff and Student Safety*

- Lead the development, implementation and evaluation of a school level student engagement policy.
- Ensure so far as is reasonably practicable that the school is safe and without risks to health of staff employed to work at the school.
- Ensure that staff have access to appropriate health and safety representation and advice and reporting mechanisms.

- Plan, implement and monitor arrangements to ensure the care, safety, security and general well-being of all students including compliance with the child safe standards.
- Where appropriate, request external student support services to meet the educational, social and physical needs of students.
- Create safe and inclusive learning environment that enables all students to succeed at school.

#### *Governance*

- Be the executive officer of the school council.
- Provide timely and professional advice to the school council on relevant educational issues, Department policy and guidelines, the operation of the school and council responsibilities.
- Adopt appropriate policies as developed by the Department for approval by the school council and manage their implementation within the school.
- As the senior representative of the Department in the school community, represent the policies of the Department to the school council and community and interpret and implement these policies within the context of the school and its community.
- Publish an Annual Report to the School Community.
- Ensure compliance with relevant legislative and policy requirements.

#### *Parents & Carers*

- Provide parents and carers information related to the operation of the school and associated matters related to the educational development of their children.
- Inform parents and carers about how they can support the school to educate their children.
- Provide information to parents about their rights and responsibilities in relation to the education of their children.

#### *School Resource Management*

- Allocate DET and locally raised funds in accordance with the relevant legislation.
- Develop structures and consultative processes to enable the appropriate involvement of staff, school council members, and parents in planning, policy and program development and review and school operations.
- Manage the establishment of administrative structures and procedures to ensure the efficient operation of the school on a day to day basis.
- Manage the school's financial resources in a manner which aims for the achievement of the school's goals and that expenditure is within the school's approved budget.
- Report on the performance of school expenditure against the budget to each meeting of the school council.
- Provide annual financial statements to the Department and school council.

#### *Recruitment and Staffing*

- Oversee recruitment processes that comply with relevant industrial agreements, relevant legislation, merit and equity provisions, and other Department guidelines.
- Oversee the implementation of the Victorian Government Schools Agreement – including induction, the allocation of duties, professional development, school leadership profile and compliance with ministerial orders and relevant industrial awards and agreements.
- Allocate duties to staff with consideration of the time required to perform such duties.
- Determine and fill a leadership profile for the school that supports the education program of the school as well as supporting the goals identified in the strategic plan.
- Establish and maintain accurate staff records at the school.
- Lead professional learning to increase the professional skills and knowledge of all staff members and the support the school's goals and objectives.
- Develop processes to support staff performance and celebrate staff achievements.
- Inform staff about the relevant industrial agreements and education union.

- Refer grievances and misconduct to relevant DET officer where relevant.

*Facilities*

- Provide advice to the Department on the general maintenance of school buildings and grounds and authorise minor works and basic routine maintenance of all school furniture, equipment, grounds, buildings and other resources.
- Facilitate access for Department officers to compile an asset register of all school furniture, equipment, buildings and other resources for audit and insurance purposes.
- Participate in the development of major capital works proposals, managed by the VSBA, to meet the school's future operational requirements.