

## Acknowledgement of Country

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

### Title

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

### Arrangement

- 2 This agreement is arranged as follows:

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### 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 Part 2.4 of the *Education and Training Reform Act 2006* (Vic); and
- any union noted by the Fair Work Commission in the Notice of Approval.

### No Further Claims

4 This enterprise agreement is made in settlement of all claims arising from the Unions' logs of claims. There will be no further claims made or industrial action taken on matters within this agreement during the term of the agreement with no further salary increases, if any, before 31 December 2025.

### Date and Period of Operation

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

### Definitions

6 In this agreement:

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

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

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

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

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

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

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

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

**"face-to-face teaching"** in relation to a particular teacher means regular timetabled teaching sessions in a documented course of study approved by the Employer for which the teacher has primary responsibility for educational delivery and includes sessions of direct student

instruction **timetabled** or required by the Employer for curricular or pastoral functions involving student supervision, student counselling and consultation;

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

**“government school”** means any school established and conducted under Part 2.2 of the *Education and Training Reform Act 2006 (Vic)*, 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 of the *Education and Training Reform Act 2006 (Vic)* other than a principal or assistant principal;

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

**“Ordinary hours”** means an employee's normal hours of work within the 38 hour week and within any span of hours specified in this agreement.

**“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(s)”** means any union noted by the Fair Work Commission in the Notice of Approval;

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

## Preamble

- 7 (1) This agreement between the State of Victoria (Department of Education and Training), the employees covered by this agreement and the union(s) is made to enhance the employment interests of persons employed in Victorian government schools consistent with the Victorian Government's commitment to a high-quality, universally accessible public education system.
- (2) The overall impact of the agreement will be monitored through the life of the agreement in terms of any unintended outcomes. This agreement may be amended in accordance with the requirements of the *Fair Work Act 2009 (Cth)*.
- (3) This agreement is not intended to exclude any part of the *National Employment Standards* in so far as the Standards apply to 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.
- 8 (1) The parties agree that the following salary increases will be payable to employees on the first pay period commencing on or after the dates indicated:

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

- (2) The parties agree that the structural adjustment set out in the second column of each table in schedule 1 will be payable to employees on the first pay period on or after 24 December 2021.

## Objectives

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

## Commitments

- 10 Increasing the educational attainment of all Victorian children requires a commitment by the

employer to support employees to fulfil their responsibilities in the professional contexts in which they work. This requires all employees to maintain the currency of their knowledge base in order to adapt to meet the diverse nature of the student cohorts who attend government schools. Therefore the parties bound to the agreement are committed to the following:

- (1) Building on the achievements of the Victorian government school system.
- (2) System and school reform that leads to an improvement in the educational opportunities and outcomes for all young Victorians.
- (3) An education system that deploys and maximises its resources to benefit all young Victorians.
- (4) A policy and funding environment that recognises the differential needs of students and schools in order to achieve high quality outcomes for all students.
- (5) Principals using their devolved authority to effectively manage, develop and support their workforce to ensure that the quality of their work continues to improve and impacts positively on the attainment of their students.
- (6) Performance and development processes that recognise and affirm high performance, address underperformance and value continuous high quality professional learning.
- (7) Collaboration, peer observation, coaching, planning, preparation, and assessment as key elements of professional practice.
- (8) The parties recognise that employees sometimes face situations of work-related violence, sexual harassment and gendered violence that may affect their attendance or performance at work. The parties are committed to creating and maintaining positive school climates that are safe, healthy and inclusive places for learning and work.
- (9) The parties recognise that Aboriginal and/or Torres Strait Islander employees may experience racism and environments that are culturally unsafe. The parties are committed to eliminating racism from schools and creating inclusive workplaces including the provision of ongoing cultural awareness training in all workplaces.
- (10) The parties recognise that communications that create an expectation that employees work beyond their normal hours may have an adverse effect on the wellbeing of employees. The parties are committed to working together to create and maintain an environment that enables employees to perform their duties at reasonable times of the working day.

#### **Industrial Relations Principles**

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

- (6) Maintaining secure employment arrangements and eliminating forms of precarious work arrangements.

### School Based Consultation

- 12 (1) Staff morale and employee job satisfaction are enhanced where the views of employees are taken into account before decisions are made. Consultative arrangements will be established that ensure the principal's responsibility, as the Employer's representative, to make school-based decisions is carried out in a framework that enables staff to have input into the decisions that affect their working life, **including changes that impact their workload.**
- (2) The principal, as the Employer's representative, has ultimate administrative and operational responsibility for decisions at the school, provided that these decisions are made in accordance with the consultation principles outlined below.
- (3) For the purpose of this clause the parties adopt the following comments made by Smith C. in *CPSU, the Community and Public Sector Union v Vodafone Network Pty Ltd (Print PR911257)*
- 'Consultation is not perfunctory advice on what is about to happen. This is common misconception. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker... Consultation is not joint decision-making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision making process to be informed, particularly as it may affect the employment prospects of individuals.'*
- (4) (a) (i) The principal, as the Employer's representative, must put in place formal staff consultative arrangements that ensure school staff have the choice and opportunity to be involved in the consultative process in the school. The consultative arrangements must allow for the representation of employees for the purposes of consultation and the input of the union sub branch, if one exists at the school.
- (ii) The consultative arrangements must be agreed at the school no later than 1 September to commence from term 4 for the following twelve months.
- (iii) As a minimum the agreed consultative arrangements will include the following:
- the consultative structure;
  - the operational procedures **including the chair, and schedule of meetings;**
  - the arrangements to enable committee members (where the structure involves a committee) the opportunity and time to canvass views in their school
  - **time release for one union nominee to enable consultation with the union sub branch, which must not be less than provided in subclause (4)(d)(iii);**
  - the treatment of confidential material as it relates to employees of the school; and
  - the method **of recording and** communicating decisions to staff.
- (b) Each school will report to the Employer whether consultative arrangements have been agreed under subclause (a).
- (c) Where a school reports that consultative arrangements have not been agreed, the matter will be considered by a nominee of the Employer and a nominee of the **union(s)** who will determine whether, in the particular circumstances, agreed arrangements can be implemented or the arrangements set out in subclause (d) are to apply.

(d) Where it is determined under subclause (c) that agreed consultative arrangements cannot be implemented in any particular school the following consultative arrangements will apply from the commencement of term 4:

(i) A consultative committee will be established for the purposes of subclauses (5) and (6) comprising:

- the principal, as the Employer's representative;
- two nominees of the principal or in the case of a multi campus school one nominee of the principal from each campus;
- two staff members elected by and from the total staff or in the case of a multi campus school one staff member from each campus;
- one union nominee determined by the union(s) at the school or in the case of a multi campus school one union nominee from each campus;

provided that in schools with ten or fewer staff all staff will comprise the consultative committee.

(ii) The consultative committee established under subclause (i) will provide final advice/recommendations to the principal prior to the principal, as the Employer's representative, making decisions on matters covered by subclause (5).

(iii) The consultative committee established under subclause (i) will operate as follows:

- The term of office of committee members will be twelve months;
- The consultative committee will be chaired by the principal, as the Employer's representative;
- The consultative committee will meet at least four times per term at no more than fortnightly intervals;
- Consultative committee meetings will be scheduled within the normal attendance times, without disruption to the school program, and enable all members to attend;
- The consultative committee meeting agenda will be emailed to members of the committee at least three days prior to the meeting and urgent/late items may be considered unless opposed by the majority of the committee;
- The consultative committee will discuss the matters listed in clause (5);
- When confidential matters are discussed by the committee, all members of the committee are bound by that confidentiality;
- A record of each meeting of the consultative committee will be kept. The record will contain decisions made and any recommendations/advice contrary to the decision;
- thirty hours time release commencing from term 4 for the following twelve months for one union nominee to enable consultation with the union sub branch;
- The decisions and/or recommendation(s) of consultative committee meetings will be recorded in writing and communicated to staff.

(iv) Where a principal makes a decision which is inconsistent with the advice/recommendation (if a recommendation is made) of the consultative

committee, the principal will provide reasons for the decision in writing to the committee members within 5 working days.

- (v) Where a principal makes a decision which is inconsistent with the advice/recommendation (if a recommendation is made) of the consultative committee, the decision will not be implemented until the reasons for the decision have been communicated in writing to the committee members in accordance with sub clause 4(d)(iv).

(5) (a) For the purposes of this clause:

**“long-term planning”** means:

- development of workforce plans;
- the planning and organisation of the program of instruction in the school (including the timetable and allocation of allotments and classes, transition arrangements, and any changes to school programs, including avoiding grade splitting where possible);
- organisation of teacher work consistent with clause 22 including time in lieu for activities set out in clause 24;
- organisational duties including the allocation of time release and/or an allowance for the duty as set out in clause 22(11);
- organisation of education support class work, including time in lieu for any work required outside the ordinary hours of duty consistent with clause 24(9) and time to participate in the performance and development process;
- organisation of teacher work in their first twelve months of teaching;
- the recognition of the work performed by an Aboriginal and/or Torres Strait Islanders associated with a cultural responsibility;
- the schedule of meetings occurring in addition to the seven hours attendance requirement set out in clause 24(3)(a);
- organisation of classes including class sizes. In determining class sizes, staff or the union at the school may provide the principal, as the Employer’s representative, with alternatives and, following consultation, staff or the union at the school may request that the principal provide reasons in circumstances where the principal, as the Employer’s representative, determines class sizes in excess of the planning guidance set out in clause 25(3);
- the structure of selection and other panels for the purpose of making recommendations to the principal;
- the process for access to external professional development opportunities.

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

- (b) Following receipt of the indicative school student resource package the principal as the Employer’s representative is to use the consultation arrangements set out in sub clause



- (4) in making decisions about matters related to the long-term planning for the following school year, **including the workload impact if any, of proposed changes.**
- (c) As far as is practicable the principal, as the Employer's representative, will determine the matters related to the long-term planning for the following school year as early as possible in term 4 and **provide** staff **with a copy** of those decisions in writing by the end of the last week in November.
- (d) **any variations to long term planning decisions made under subclause 5(c) must occur in accordance with the consultation provisions set out in subclause (4).**
- (6) As part of the consultative arrangements the principal, as the Employer's representative, will ensure that workforce planning information is available to staff to allow informed consultation to occur. Subject to complying with the requirements of the *Privacy and Data Protection Act (Vic) 2014* such information should include:
- school strategic plan (or its equivalent);
  - high level school student resource package data. This requirement is satisfied where the following documents (or their successors) are provided: *SRP Indicative Allocations, Management Report* generated by the *SRP Planner* and *SRP Confirmed Allocations*; and
  - anticipated enrolments and staff movements.

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

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

#### *Grievance Resolution*

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

#### *Consultation at Non School Work Locations*

- (14) (a) Regional Directors, as the Employer's representative, must put in place formal staff consultative arrangements that ensure regional teaching service staff (including visiting teachers and Koorie Education Support Officers) have the choice and opportunity to be involved in the consultative process in the region.
- (b) The Regional Director, as the Employer's representative, has ultimate administrative and operational responsibility for decisions at the relevant workplaces, provided that these decisions are made consistent with the consultation requirements outlined in clauses 12(1) to 12(7). For the purposes of this sub clause references in clauses 12(1) to 12(7) to 'the principal' are to be read as a reference to 'the Regional Director', and references to 'school' are to be read as a reference to 'regional work location'.
- (15) (a) Where the union at the work location does not support a decision made under sub clause (14), the union at the work location should inform the Regional Director of that Region, as the Employer's representative, not later than five working days after the decision made under sub clause (14) of its objections, including the reasons for those objections, and provide the Regional Director, as the Employer's representative, with the opportunity to resolve the matter at the work location.
- (b) Where the union at the work location considers that the matter cannot be resolved at the work location the union at the work location should inform the Regional Director, as the Employer's representative, and may refer the matter to the union within five working days of that notification for resolution using the procedures set out in sub clauses 12(10) to 12(13). For the purposes of this sub clause references in clauses 12(10) to 12(13) to 'the principal' are to be read as a reference to 'the Regional Director', and references to 'school' are to be read as a reference to 'regional work location'.

#### *Principal Consultation*

- (16) (a) Consistent with clause 12(3) where the Employer proposes to introduce a change that may impact the workload required of principals the Employer will consult with principals and their union(s) about that change, and its impact on workload and give consideration to matters raised by principals prior to the decision to implement any

change.

(b) For the purpose of consultation under subclause (16)(a) the employer will provide the relevant employees and their union(s) with information, in writing, about the nature of the change and the expected effects of the change on the employees and their workload.

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

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

### **Classification Structure**

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

#### *Executive Class*

#### *Principal Class*

- principal
- assistant principal
- liaison principal

#### *Teacher Class*

- leading teacher
- learning specialist
- classroom teacher

#### *Paraprofessional Class*

#### *Education Support Class*

(b) Relevant data in relation to the number of leading teacher and learning specialist employees will be provided to the union on a quarterly basis.

(2) Movement from any classification level to any higher classification level will be by promotion.

#### *Performance and development*

(3) (a) Each employee will have an agreed performance and development plan and in the absence of an agreed plan the employee’s performance will be assessed against demonstrated achievement against school priorities and Departmental criteria appropriate to the employee’s classification level and remuneration or salary range. The performance and development plan will cover the school year unless otherwise agreed with the employee and a performance review will be undertaken at the end of each school year.

(b) Salary progression is not automatic. All employees will be assessed annually based on demonstrated achievement against school priorities and Departmental criteria appropriate to each classification level and remuneration or salary range. Relevant data will be used.

(c) The salary progression cycle is common to all employees commencing on 1 May each

year and concluding on 30 April in the following year.

- (d) Notwithstanding subclause (g), the number of eligible employees who progress through their respective salary scales will be determined solely on the basis of their performance and development assessment and the Employer will not impose a quota on the number of employees who can progress in any year nor make a lump sum payment as a result of the performance and development assessment.
- (e) Employees, other than those in the principal class, may be considered for accelerated salary progression within their school in accordance with procedures determined by the Employer.
- (f) Notwithstanding subclauses (h) and (i), an employee with less than six months' eligible service at a particular salary subdivision in any particular progression cycle will not be eligible for salary progression. For teachers approved teaching experience gained whilst absent on leave without pay is included as eligible service in any particular progression cycle.
- (g) A teacher who commences employment at subdivision 1-1 prior to 1 May in any year will be paid a lump sum on progression to subdivision 1-2 in the following year as set out below:

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

- (h) For employees, other than those in the principal class, where the requirements for salary progression are not met, salary progression will not occur for that progression cycle provided that the employee has been:
  - (i) notified in writing of:
    - the standards of performance that are expected;
    - the areas of the employee's performance that do not meet the required standards;
    - the consequences of continued or repeated failure to meet these standards; and
  - (ii) given the opportunity to enable improvement in performance to the required standard.
- (i) If the notice under sub-clause (h)(i) is issued on or after 1 March salary progression in that cycle must be granted.

- (j) (i) When it is considered that an employee's performance is unsatisfactory, the unsatisfactory performance procedures set out in Schedule 5 should be implemented.
- (ii) Subject to the notice requirements set out in subclauses (h) and (i), and notwithstanding clauses 15(3), 16(4), 17(3), 18(3), an employee is not eligible for salary progression during any period that an employee is the subject of unsatisfactory performance procedures.
- (k) The Employer undertakes that the existing performance and development process will continue to apply for salary progression purposes and the Employer will consult the union(s) regarding the development of any new performance and development process.
- (4) An employee promoted, transferred or employed to a position will be paid from the effective date of the promotion, transfer or employment as the case may be. Provided that if an employee changes their time fraction, other than by promotion, transfer or employment the change in proportionate salary will commence from the date of effect of the changed time fraction.
- (5) The Employer may determine the salary of any employee for whose circumstances no provision is made.

#### Translation

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

Existing classification & subdivision	Translation
<b>Range 2</b>	<b>Range 2</b>
2-5	2-8
2-4	2-7
2-3	2-6
2-2	2-5
2-1	2-4
<b>Range 1</b>	
1-5	2-3
1-4	2-2
1-3	2-1
1-2	2-1
1-1	2-1

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

Existing classification & subdivision	Translation
<b>Range 1</b>	<b>Range 1</b>
1-2	1-2
1-1	1-1

### Executive Class

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

### Principal Class

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

Salary range	Minimum School Budget			
	2022	2023	2024	2025
2	\$0	\$0	\$0	\$0
3	\$1,584,175	\$1,615,859	\$1,648,176	\$1,681,139

4	\$3,696,412	\$3,770,340	\$3,845,747	\$3,922,662
5	\$9,200,402	\$9,384,410	\$9,572,098	\$9,763,540
6	\$14,630,616	\$14,923,228	\$15,221,693	\$15,526,127

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

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

$$\frac{\text{Salary as determined by sub clause (c) x 109.5}}{100}$$

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

#### *Commencement salary on employment*

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

#### **Salary** review

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

outcome of the review within 28 days of initiation of the review.

(iii) A review under subclause (i) may result in movement to either a higher or lower salary range within the principal class 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 principal class employee's salary range on appointment to that position.

(iv) Where the review under subclause (i) results in a higher salary range the effective date of the movement to the higher salary range will be on and from the first pay period after the date of the principal class employee's application for review or the date the principal class employee was directed to undertake the duties of the higher range whichever is the earlier.

(c) On movement to a higher salary range within the principal class following a review under sub-clause (a) or (b), a principal class employee's remuneration will be determined in accordance with one of the following:

(i) the minimum salary of the higher salary range or the principal class employee's current salary, whichever is the higher; or

(ii) such higher rate as determined by the Employer.

(d) Provided that the salary determined in accordance with sub-clause (c) cannot exceed the maximum salary specified in Schedule 1 for the relevant remuneration range.

#### **Salary on transfer or promotion**

(4) On movement to a higher salary range a principal class employee's salary will be determined in accordance with one of the following:

(a) the minimum salary as set out in Schedule 1 of the higher salary range or the principal class employee's current salary whichever is the higher; or

(b) such higher rate as determined by the Employer, provided that the salary determined in accordance with this subclause cannot exceed the maximum salary of the relevant salary range as set out in Schedule 1.

(5) A principal class employee transferred to a position within the same remuneration range will be paid at the same salary provided that the salary determined cannot exceed the maximum salary of the relevant salary range as set out in Schedule 1.

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

#### **General**

(7) If a principal class employee is engaged in full-time duties not connected with the school to which the employee is appointed, the Employer may determine the principal class employee's salary, provided the salary is not less than that set out in the employee's contract of employment.

(8) Where a principal's contract is not renewed the employee will be appointed as an assistant principal and paid within salary range 2, for a period of three years.

(9) Where a principal class employee's contract (other than a principal) is not renewed the employee will be appointed to the following classification level for the period specified:

(a) if the substantive salary of the principal class employee is above salary range 2, the



person will be appointed as an assistant principal and paid within salary range 2, for a period of three years; or

- (b) if the substantive salary of the principal class employee is at salary range 1 or range 2, the person will be appointed as a leading teacher for a period of three years.

### **Teacher Class**

16 (1) The teacher class will comprise the following classifications:

- leading teacher - range 3
- learning specialist - range 3
- classroom teacher - range 1 and range 2.

(2) Teachers will be paid the salaries specified in Schedule 1.

(3) Advancement from classroom teacher salary range 1 to classroom teacher salary range 2 will be subject to the teacher satisfying the requirements of salary range 2.

(4) Subject to subclause 13(3)(c), within the teacher classification levels stated in Schedule 1, salary progression will be from the appropriate minimum, through the subdivisional range, to the maximum subdivision of that classification level.

(5) At the expiration of a leading teacher or learning specialist's appointment the employee will become a classroom teacher at salary subdivision 2-6 unless:

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

### **Commencement salary on employment**

(6) (a) For the purposes of this clause "**approved teaching experience**" means completed years of full time or equivalent full time teaching experience approved by the Employer and gained subsequent to completion of an approved four-year course or longer of teacher training.

(b) Approved teaching experience includes teaching experience gained whilst employed as a teacher in:

- (i) a Victorian registered school or a kindergarten including teaching experience as a casual relief teacher in a Victorian registered school on or after 1 January 2005
- (ii) a school or a kindergarten of another Australian state or territory that is approved in accordance with the requirements of the relevant state or territory to provide instruction at k-12 or part thereof;
- (iii) an international school equivalent to an Australian P-12 school setting.

(7) Unless otherwise determined by the Employer, a leading teacher or a learning specialist will commence employment at the minimum salary level specified for leading teacher or learning specialist in Schedule 1.

(8) The commencing salary on employment as a classroom teacher will be determined in accordance with subclause (a), (b) or (c) below, whichever results in the higher commencing salary as follows:

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

*Salary on Promotion or Transfer*

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

***Paraprofessional Class***

- 17 (1) The paraprofessional class will comprise two classification levels each with two salary ranges as follows:

Paraprofessional Level 2

- range 4
- range 3

Paraprofessional Level 1

- range 2

– range 1

- (2) Paraprofessionals will be paid the salaries specified in Schedule 1.
- (3) Subject to subclause 13(3)(c), within the paraprofessional classification levels stated in Schedule 1, salary progression will be from the appropriate minimum, through the subdivisional range, to the maximum subdivision of that classification level.

*Commencement salary on employment*

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

*Salary on Promotion or Transfer*

- (5) On promotion a paraprofessional will be paid at the minimum salary specified for the position in Schedule 1. Provided that, where prior to the effective date of promotion, the paraprofessional had been in receipt of salary (including any higher duties allowance) at or above the minimum salary of the higher position, the salary on promotion will be at that higher level.
- (6) On transfer a paraprofessional will be paid at their current salary subdivision provided that:
  - (a) the salary of a paraprofessional whose salary has been accelerated in accordance with subclause 13(3)(e) will be the salary subdivision that would have applied had acceleration not been approved;
  - (b) the salary of a paraprofessional transferred to a position at a lower salary range will be the salary subdivision determined as if all of the paraprofessional's service at or above that lower salary range had been at that lower salary range.
- (7) The salary determined in accordance with subclause (5) or (6) cannot exceed the maximum salary of the position.

*Salary range review*

- (8) (a) A paraprofessional may request, or the Employer may initiate, a review of a paraprofessional's salary range. Any such request must be in writing.
- (b) A review arising under subclause (a) will be conducted in the context of any changes to the work value of the position and the performance of the employee and where practicable the employee will be advised of the outcome of the review within 28 days of initiation of the review.
- (c) A review under subclause (a) may result in movement to either a higher or lower salary

range within the employee's classification level or no change to the salary range, provided that the outcome of such a review cannot result in a salary range below the employee's salary range on appointment to that position.

- (d) Where the review under subclause (a) results in a higher salary range the effective date of the movement to the higher salary range will be on and from the first pay period after the date of the employee's application for review or the date the employee was directed to undertake the duties of the higher range whichever is the earlier.
- (e) On movement to a higher salary range within a classification level, following a review under subclause (a), an employee's salary will be determined as set out in subclause (5).

### ***Education Support Class***

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

### ***Salary on Commencement of Employment***

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

the relevant classification and salary range as stated in Schedule 1 plus an additional salary subdivision for each year of satisfactory prior employment at or above the relevant salary range.

- (c) the commencement salary for an education support class employee at Level 1 Range 2 will be determined in accordance with sub clauses (a) or (b) or the following whichever, results in the higher salary:
  - (i) roles that require coordination, specialised student/teacher support tasks, or technical tasks, commence at Level 1, Range 2, sub-division 4; or
  - (ii) roles that require an Australian Qualification Framework (AQF) certificate qualification commence at Level 1, Range 2, sub-division 4; or
  - (iii) roles that require an Australian Qualification Framework (AQF) diploma qualification (or in the case of an Enrolled Nurse an equivalent qualification leading to registration) commence at Level 1, Range 2, sub-division 5.
- (d) 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:
  - (a) unless otherwise determined by the principal, the salary of an employee whose salary has been accelerated in accordance with sub clause 13(3)(e) will be the salary subdivision that would have applied had acceleration not been approved.
  - (b) the salary of an employee transferred to a position at a lower salary range will be the salary subdivision determined as if all of the employee's service at or above that lower salary range had been at that lower salary range.
- (7) The salary determined in accordance with 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.

#### *Casual Employment*

- (9) 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.

(10) Casual employees in the education support class will be entitled to a minimum payment of three hours in respect of employment on any one day.

#### *Medical Intervention or challenging and complex behaviours training*

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

#### **Salary Packaging**

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

agreement commences operation regardless of whether the written permission referred to in that clause is given before or after this agreement commences operation.

## **Allowances**

### *Special payment*

- 20 (1) A special payment may be paid to an employee, other than an executive class or principal class employee:
- (a) for undertaking a task that is additional to the responsibilities that can be required of an employee at their respective classification level and salary range;
  - (b) as an attraction and/or retention incentive.
- (2) The minimum annual amount of a special payment is \$925. The special payment may be paid fortnightly or as a lump sum if the principal, as the Employer's representative, and the employee agree.
- (3) An employee in receipt of a special payment under subclause (1) on a fortnightly basis who is absent on personal leave with pay, will continue to receive the special payment during the period of personal leave for up to one month or until the expiration of the special payment, whichever is the earlier.
- (4) An employee who has been in receipt of a special payment on a fortnightly basis for a continuous period of 12 months immediately prior to the commencement of paid leave (including personal leave) and would have continued to receive the special payment but for the employee's absence on leave, will continue to be paid the special payment during the period of paid leave or until the expiration of the special payment, whichever is the earlier.

### *Salary loading allowance*

- (5) (a) Subject to subclause (c), an employee is entitled to be paid, on a date determined by the Employer, a salary loading allowance each year equivalent to 17.5 per cent of four weeks of the total salary to which the employee is normally entitled as at 1 December of the year in which the allowance is paid **\$1,402 in 2022, \$1,430 in 2023, \$1,459 in 2024 and \$1,488 in 2025** whichever is the lesser.
- (b) Employees with part time service during the relevant year will be paid a pro-rata salary loading allowance based on the aggregate of the employee's paid service over the twelve months preceding the date determined under subclause (a).
- (c) An employee with less than a complete year of service will be paid a pro rata salary loading allowance based on the aggregate of the employee's service over the twelve months preceding the date determined under subclause (a).
- (d) No payment will be made to an employee, other than an education support class employee, in respect of service prior to cessation of employment where that cessation occurs prior to the payment of the salary loading except where an employee dies or retires on account of age or ill-health.
- (e) An education support class employee will be paid pro rata salary loading allowance in respect of service prior to cessation of employment where that cessation occurs prior to the payment of the salary loading.
- (f) For the purposes of sub clause (iv) an employee is deemed to retire:
- (i) on account of age - if on or after attaining the age of 55 years the employee ceases to be employed;

- (ii) on account of ill health - if the employee produces to the Employer satisfactory evidence that the employee ceasing to be employed is due to ill health which is likely to be permanent.

#### *First aid allowance*

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

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

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

#### *Intensive care allowance*

- (7) (a) This agreement discontinues the intensive care allowance, other than for education support class employees who meet the criteria set out in sub clauses (b) and (c).

- (b) An education support class employee who is in receipt of a salary less than sub division 4 of Range 2 Level 1 and who satisfies the following criteria will be paid the intensive care allowance specified in sub clause (d):

- (i) the employee was in receipt of the intensive care allowance immediately prior to the commencement of this agreement; and
- (ii) the employee continues to be required to provide intensive attendant care, administer medical support or assist in the development of independent living skills for individual students or groups of students while employed in a special school; and

Provided that the intensive care allowance will cease from the date the employee is in receipt of sub division 4 of Range 2 Level 1 salary or higher.

- (c) An education support class employee who is in receipt of sub division 4 of Range 2 Level 1 salary or higher at the date this agreement is made and who satisfies the following criteria will be paid the intensive care allowance specified in sub clause (d):

- (i) the employee was in receipt of the intensive care allowance immediately prior to the commencement of this agreement; and
- (ii) the employee continues to be required to provide intensive attendant care, administer medical support or assist in the development of independent living skills for individual students or groups of students while employed in a special school.



- (d) An education support class employee who satisfies the criteria set out in sub clause (a) above requirements will be paid the intensive care allowance set out below:

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

#### **Special schools allowance**

- (8) A special schools allowance of \$727 per annum as set out below will be paid to an assistant principal, teacher or education support class employee in a special school provided that an employee employed on a part time basis will be paid this allowance on a pro-rata basis.

#### **Leave purchase allowance**

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

#### **Remote allowance**

- (10) (a) The following Remote allowances will be paid to employees in schools determined by the Secretary to be remote.

Allowance	Employee with dependents	Employee without dependents
Remote A	\$475	\$304
Remote B	\$280	\$183

#### **Higher Duties Allowances**

- (11) (a) An employee performing at least half of the duties of a position for which the specified salary is higher than that applicable to that employee's current position will be paid a higher duties allowance in accordance with the terms and conditions of this clause if the assignment is for a period of longer than five consecutive working days.
- (b) For the payment of higher duties the following conditions apply:

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

#### **Position allowance**

- (12) (a) Employees specified in sub clause (12)(b) are entitled to be paid in December each year, a Position allowance equivalent to one per cent of the total salary to which the employee is normally entitled as at 1 December of that year.
- (b) Employees in the following classifications will be paid an annual lump sum payment set out in sub clause (12)(a):
  - (i) an assistant principal employee,
  - (ii) a teacher,
  - (iii) an education support class employee at level 2 or Level 1 Ranges 3 to 5 or Level 1 Range 2 subdivision 2-8;

## Staffing

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

### *Modes of employment*

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

Period of continuous service on termination	Severance pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks

- (b) Except as set out in this agreement, the local selection arrangements determined by the Employer will apply. Selection for advertised positions will continue to be determined solely on the basis of merit assessed in relation to the selection criteria of the position.
- (c) Notwithstanding subclause (b):
- (i) Arrangements may be required that enable the movement of staff including staff rotation.
- (ii) A person employed in response to an advertised fixed term vacancy may be offered one further period of fixed term employment, without advertisement of

the position, provided the position continues to satisfy the criteria set out in subclause (d). The further period of fixed term offered under this subclause cannot be for a longer period than the period set out in the original advertised vacancy.

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

- (i) in response to a vacancy advertised for longer than 12 months;
  - (ii) in response to a vacancy advertised for 12 months or less resulting in two or more fixed periods of employment as a result of the operation of 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.
- (h) 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.
- (i) Where a person's casual employment is likely to extend for a period in excess of 30 working days consideration should be given to converting that employment to fixed term employment consistent with the objectives set out in sub clause (2)(a)(i).

*Management of employees with priority status*

- (3) (a) For the purposes of this clause:

**"employee with priority status"** means an ongoing employee identified as excess to workplace requirements, an employee with compassionate transfer status or a former employee who is a disability retirement benefits pensioner and who is fit to return to work;

**"employee with redeployment status"** means a fixed term education support class employee employed for longer than 12 months in two or more fixed periods of employment where the break between periods of employment is not more than five weeks, excluding school vacation periods.

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

## Probation

- (4) (a) The employment of a person on an ongoing basis is subject to a probationary period for such period not exceeding twelve months, or six months in respect of education support class employees, as the Employer determines whether generally or in any particular case or class of cases. The probationary period for an employee who has at least 12 months service with the employer in the previous 24 months, including any period of fixed term employment, will be up to six months for a teacher or three months in respect of an education support class employee.
- (b) A person employed on probation will remain a probationer until the employment is confirmed or annulled in accordance with this clause.
- (c) The Employer may confirm or annul the employment of a person at any time while on probation.
- (d) At the expiration of the period of probation the Employer will either:
- (i) confirm the employment;
  - (ii) annul the employment; or
  - (iii) extend the probation for a further period (not exceeding twelve months or six months in respect of education support class employees).
- (e) Where the Employer extends the probation for a further period the Employer may confirm or annul the employment at any time during that further period and if the employment has not been confirmed or annulled before the expiration of that period the Employer will as soon as practicable confirm or annul the employment.
- (f) Where employment is annulled the annulment will take effect from such date as is determined by the Employer provided that the date of annulment cannot be retrospective and the employee is provided with any period of notice required under the *Fair Work Act 2009 (Cth)*.
- (g) An employee on probation is eligible for salary progression subject to the requirements set out in clauses 13(3).

## Teacher Work

- 22 (1) The parties are committed to ensuring that all students experience high quality teaching and that they are supported to become effective learners. It is important that students are provided with the highest quality learning conditions and that teachers have every opportunity to deliver quality education. The roles and responsibilities that can be required of leading teachers, learning specialists and classroom teachers are set out in Schedule 2.
- (2) Class size, preparation, planning and assessment are major factors impacting on improving instructional practice. Teachers should have the opportunity to perform all of their duties within a reasonable timeframe and have fair and reasonable conditions and students should have ready access to their teachers. In this context, the work allocated to a teacher should, as far as practicable, provide for an equitable distribution of work across all teachers in the school.
- (3) The work of a teacher is complex. Numerous factors contribute to the process of teaching and learning, including:
- (a) face-to-face teaching;
  - (b) preparation, planning, assessment, meetings, student supervision, reporting and

- organisational duties;
  - (c) the implementation of government education initiatives and curriculum development;
  - (d) class size, curriculum mix, range of ability and age of students, individual needs of the students, complexity of health needs, behavioural presentations, resources available and facilities;
  - (e) structured school activities such as school camps, concerts, excursions and after school sport;
  - (f) the mentoring of classroom teachers at salary range 1 in their first 12 months of teaching.
  - (h) student management including wellbeing and mental health; and
  - (g) engagement with parents/carers.
- (4) (a) It is recognised that the allocation of teacher work is managed by the principal, as the Employer's representative, at the school in accordance with this agreement.
- (b) A teacher cannot be required to undertake face-to-face teaching that exceeds:
- (i) 20 hours per week for a secondary school teacher or 18 hours 40 minutes per week if a teacher supervises sporting activities of students on a structured basis for a period of two hours per week.
  - (ii) 22 hours 30 minutes per week for a primary school teacher or a special school teacher.
  - (iii) the pro-rata of 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) if the Employer and a union agree by way of deed to a fewer number of hours than those specified in sub clauses (4)(b)(i) and (4)(b)(ii), that fewer number of hours as applicable to the relevant employee whether the deed is made before or after the commencement of the operation of this agreement.
- (c) the provisions of subclause (4)(b) operate to the exclusion of any other provisions regulating face-to-face teaching.
- (5) Within the limits set out in subclause (4)(b), the actual face-to-face teaching hours required of teachers in a school will be agreed using the consultation provisions of this agreement. Where agreement is not reached the allocation of the face-to-face requirements of a teacher should provide the opportunity for the teacher to perform all of their required duties within a reasonable timeframe within the following limits:
- (a) In primary schools, the allocation of the face-to-face requirements of a teacher must not exceed the limits set out in sub clause (4)(b).
  - (b) In secondary schools, the allocation of the face-to-face requirements cannot exceed an index of 480 (calculated by multiplying the teacher's actual face-to-face hours per week, inclusive of extras, by the number of students in each class) or limits set out in sub clause (4)(b). Time allowances are to be included in the index (calculated by multiplying the actual time allowance hours per week by the average number of students in all of the teacher's classes).
  - (c) Where the allocation of the face-to-face teaching hours of a teacher is determined under sub clause (a) or (b) the formula in sub clause (7)(c) does not apply.

- (d) Notwithstanding this subclause, and subclause 8, the work of teacher librarians, MARC/MACC teachers, visiting teachers, instrumental music teachers may be varied through the consultative process, with the agreement of the teacher in writing, to meet the particular circumstances of that school, network of schools or regional workplace.
  - (e) if the Employer and a union agree by way of deed to a fewer number of hours than those specified in sub clauses (5)(a) and (5)(b), that fewer number of hours as applicable to the relevant employee whether the deed is made before or after the commencement of the operation of this agreement.
- (6) (a) The primary focus of a classroom teacher in their first few years of teaching is on further developing skills and competencies needed to become an effective classroom practitioner. It is recognised that ongoing support and development of these teachers is critical for the teachers themselves, the schools in which they teach, the communities in which they play a significant role, and for the students whose futures they shape.
- (b) To this end, the work allocated to classroom teachers in their first 12 months of teaching should recognise the need for those teachers to perform all of their required duties within a reasonable timeframe and to participate in the necessary induction and development activities designed to assist these teachers in their first 12 months. Accordingly, within the resources available to the school, the scheduled duties of a classroom teacher in their first twelve months should be reduced by at least 5% over the school week consistent with the allocation of duties at the school determined in accordance with subclauses (5) and (8).
- (c) If a teacher is requested to act as mentor for a classroom teacher in their first 12 months the principal, as the Employer's representative, should ensure that this role can be undertaken having regard to the scheduled duties required of that teacher over the 38 hour week.
- (7) Unless otherwise agreed at the school in accordance with the consultative provisions of this agreement:
- (a) (i) replacement or reorganised classes of equivalent time period, which will not count as an extra, may be assigned to a teacher who loses normal classes for any reason. Such classes may only be assigned within the day normal classes are lost.
  - (ii) In November and December of each year as classes are dismissed, teachers may be allocated replacement classes up to 80% of their timetabled allotment. Such classes may only be assigned within the week normal classes are lost.
  - (b) Extras will be considered within the face-to-face teaching maximum as determined in subclause (4)(b) above. Extras should be allocated in an equitable manner, and in the context of the total work required of the teacher.
  - (c) Subject to sub clause (b), unless otherwise agreed at the school, the maximum allocation of extras to a teacher is calculated by the formula:
 
$$(1150 \text{ less the number of face-to-face teaching minutes pw} \times 42) \div 2$$
  - (d) if the Employer and a union agree by way of deed to a fewer number of extras than those specified in sub clause (7)(c), that fewer number of extras as applicable to the relevant employee whether the deed is made before or after the commencement of the operation of this agreement.
- (8) (a) (i) A teacher with face to face teaching scheduled at the maximum (as set out in clause 22(4)(b)) will be provided with 30 hours of time to undertake the work directly related to the teaching and learning program of their class(es) (such as face-to-face



teaching, planning, collaboration, and assessment), with the duties undertaken within that time determined by the teacher.

- (ii) The remaining 8 hours are available for other activities (such as yard duty, meetings, other duties and lunch).
- (b) Both the 30 hours and the eight hours will be adjusted according to the proportion of face to face teaching in accordance with the following formula:

$$(actual\ face\ to\ face \div maximum\ face\ to\ face) \times 30\ hours$$

- (9) In addition to face-to-face teaching and the requirements set out in clause 22(8), teachers may be required to undertake a range of other duties consistent with their classification level and salary range. In the distribution of other duties, the following factors are to be taken into account:
  - (a) as far as practicable, the equitable distribution of other duties within the school;
  - (b) the relative importance of the various duties to be undertaken;
  - (c) the time required to perform the duty;
  - (d) the range and frequency of tasks to be performed;
  - (e) the classification, salary range, qualifications, training and experience of the teacher; and
  - (f) the activities set out in subclause (3)
- (10) Where a teacher is required to travel between schools, campuses or annexes on any one day, a time allowance commensurate with the time taken to travel and associated logistical requirements will be included in the determination of the teacher's total work requirements and within the provisions of clause 24(1).

#### *Allocation of organisational duties*

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

- (g) Should any organisational duty remain unfilled following the process set out in subclauses (a) to (f) the principal, as the Employer's representative, can allocate that duty to any teacher (including a teacher who has declined an offer under subclause (f) provided the duty is consistent with the roles and responsibilities that can be required of that teacher.

#### *Professional Practice Days*

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

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

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

- (b) The work undertaken on these days will be consistent with Departmental and school priorities and selected from the following areas: planning, preparation, assessment of student learning, collaboration, curriculum development, relevant professional development and peer observation including feedback and reflection.
- (c) The timing and focus of each day for each teacher will be nominated by the teacher and be agreed in consultation with the principal.
- (d) Where the timing and/or focus are not agreed the timing will be determined by the principal and the focus of the day will be determined by the teacher and will be consistent with the focus areas set out in sub clause 12(b).
- (e) Nothing in this clause prevents a teacher and their principal agreeing to rescheduling a professional practice day that has already been allocated or allocating a professional practice day across two half days.

#### **Excessive or Unreasonable Work**

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

of a grievance instituted by an employee, this clause should not be construed to require any action to be taken on the grievance other than that which may be determined by the Merit Protection Board.

## **Attendance**

### *General*

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

### *Teachers*

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

### *Education Support Class*

- (5) (a) (i) Unless otherwise agreed, an education support class employee will be in attendance for 7.6 hours daily (for a full time employee) between 7a.m. and 6p.m. from Monday to Friday
- (ii) An education support class employee can be required to attend for duty and/or professional development up to a maximum of 6 days of the additional paid leave specified in clause 26(1)(b). Attendance can only be required during one or two school vacation periods in a year at the commencement or conclusion of a school vacation period and the employee must be provided with reasonable notice, being not later than four weeks into the preceding term.
- (iii) An education support class employee can only be required to perform duties consistent with their role(s) when required to attend during school vacation periods, under subclause (ii), unless the Employer and the employee otherwise agree.
- (iv) During a school vacation period an education support class employee at classification level 1 salary ranges 1 and 2 cannot be required to work in isolated circumstances or to attend without the presence of a responsible manager.
- (v) In addition to subclause (ii) an education support class employee and the Employer

may agree on attendance for duty and/or professional development for any or all of the additional paid leave specified in clause 26(1)(b).

- (vi) Notwithstanding sub clauses (ii) and (v) a position may be advertised that requires attendance during any or all of the additional paid leave specified in clause 26(1)(b). Provided that, where a position which ordinarily requires attendance for all of the additional paid leave specified in clause 26(1)(b) and does not attract the maximum leave purchase allowance specified in clause 20(8), the duties of that position must be commensurate with the employment arrangement.
  - (vii) An education support class employee attending for duty and/or professional development under subclauses (ii) to (vi) will be paid the leave purchase allowance specified in clause 20(8) for attendance during any or all of the additional paid leave set out in clause 26(1)(b) and the additional paid leave entitlement reduced accordingly. The maximum period of attendance under subclauses (ii) to (vi) in any one year is 228 hours (30 days) in total.
- (b) An education support class employee and the Employer will agree on the arrangement of **their** ordinary hours of attendance, including but not limited to:
- (i) daily starting and finishing times;
  - (ii) the time and duration of the lunch break;
  - (iii) attendance at school meetings and meetings with parents;
  - (iv) in the case of part-time employment, the number of hours worked per fortnight;
  - (v) flexible work arrangements.
- (c) In the absence of agreed arrangements on the arrangement of ordinary hours under subclause (b) the standard (for a full time employee) will be:
- (i) daily start and finish times 8:30-4:36
  - (ii) 30 minute lunch break in accordance with subclause (6)
- (d) An employee and the Employer may agree to vary arrangements under subclause (b) or (c) at any time, however existing arrangements will not be varied without the agreement of the employee and the employer.
- (e) An education support class employee can only be required to undertake normal duties within the hours they are paid or accrue time in lieu.
- (6) An education support class employee cannot be required to work more than five hours without a lunch break of a minimum duration of 30 minutes. The lunch break is unpaid and free from assigned duties between the hours of 11:30am to 2:30pm unless otherwise agreed under subclause (5)(b).
- (7) In exceptional circumstances where an education support class employee is required to undertake duties and not able to take a lunch break free from assigned duties within the period set out in sub clause (6) that employee will be provided with an alternate break, within five hours of the commencement of work on that day.

#### *Time-in-Lieu*

##### *Time-in-Lieu – teachers*

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

- (8) (a) (i) Subject to clause 24(11) the Employer may require a teacher to attend a school activity outside the normal attendance of the teacher where such attendance is unavoidable and reasonable notice is provided. A teacher may request not to attend the school activity outside the normal attendance of the teacher where this will unreasonably affect the teacher's personal or family commitments. The Employer may only refuse the request on reasonable grounds. All work required in excess of an employee's normal weekly hours of duty must be documented by the Employer.
- (ii) Where duty required under subclause (a) results in a teacher's attendance in that week exceeding 38 hours for a full-time teacher or on a pro-rata basis for a part time teacher that teacher will be granted time-in-lieu for the hours in excess of 38 hours for a full-time teacher or the pro-rata hours of a part time teacher.
- (iii) In respect of a teacher's attendance at a school camp the time-in-lieu will be calculated on the basis of 100% time in lieu for the time the teacher is performing duties and 50% during the time the teacher is on call and available to perform duties.
- (b) Time-in-lieu of attendance accrued under sub clause (a) should be granted in the fortnight in which it is accrued. Where this is not possible, it may be granted at any other time prior to the end of the school year. Time in lieu is to be granted at a time that causes least disruption to the educational program of that school.
- (c) Where a teacher has not been granted time-in-lieu that has accrued under subclause (a)(ii) by 1 December in a 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, provided that:
- (i) Variation of a teacher's attendance under subclause (b) is subject to the teacher providing the principal, as the Employer's representative, with not less than three working days' notice.
- (ii) Where the number of teachers seeking to vary their attendance time on the same day would otherwise result in the dismissal of students on that day, the principal, as the Employer's representative, is responsible for determining the timing of the absences to avoid the dismissal of students.
- (d) As an alternative to time in lieu, the principal, as the Employer's representative and the teacher may agree to payment for time in lieu owed at the teacher's normal rate of pay.
- (e) Unless otherwise agreed between the principal, as the Employer's representative, and the teacher, where accrued time in lieu has not been granted to a teacher by 1 March of the following school year the principal, as the Employer's representative must:
- (i) grant time-in-lieu equivalent to the time owed, commencing immediately; or
- (ii) pay the employee for the time owed at 150% of the employee's normal rate of pay.
- (f) The provisions of this clause takes effect from the commencement of this agreement with the exception of the time in lieu arrangements for school camps which will commence from 1 January 2023.

*Time in lieu – Education support class*

- (9) (a) Subject to clause 24(11) the Employer may require an education support class employee to undertake work in excess of the employee's ordinary 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 ordinary 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 **ordinary** 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 as follows:
    - at the education support class employee's normal rate of pay **where the time in lieu was for work performed within the span of hours specified in sub clause (5)(a)(i); or**
    - at 150% of the education support class employee's normal rate of pay **where the time in lieu was for work performed outside the span of hours specified in sub clause (5)(a)(i).**
  - (v) **In respect of an education support class employee's attendance at a school camp the time-in-lieu will be calculated on the basis of 100% time in lieu for the time the education support class employee is performing duties and 50% during the time the education support class employee is on call and available to perform duties.**
- (d) Unless otherwise agreed between the **principal, as the Employer's representative,** and the education support class employee, **where accrued time in lieu has not been granted to an education support class employee by 1 March 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*

- (10) 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 and the employee and the Employer may **agree**, to a future dated time fraction increase and this agreement must be in writing.
- (11) An employee employed part-time and the principal, as the Employer's representative, will consult regarding the days and times of attendance, including any arrangements regarding attendance at **school activities** on days other than normal days of attendance **consistent with the requirements of sub clause (8).**
- (12) With the exception of arrangements agreed under sub clause (11):
  - (a) a teacher who works 0.4 to 0.6 time fraction cannot be required to attend for duty on more than three days per week;
  - (b) a teacher who works 0.7 to 0.8 time fraction cannot be required to attend for duty on more than four days per week.

- (13) 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*

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

#### *Release for union state councillors*

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

#### **Release for lactation breaks**

- (16) (a) An Employee who wishes to continue breastfeeding or expressing breastmilk after returning to work from a period of parental leave may take reasonable paid time, not exceeding one hour in total per day, in addition to the lunch break. Employees should be provided access to suitable facilities to facilitate breastfeeding or expressing of breastmilk.
- (b) An Employee will provide the Employer with a request for lactation breaks, setting out the expected frequency, duration and timing of breaks sought, which, as far as is practicable, causes the least disruption to the educational program of the school. The Employee may seek to change the arrangement at any time.
- (c) An Employee may return home or attend another location during the break as agreed with the Employer.
- (d) The Employer will not unreasonably refuse a request made under subclause (b) and (c).

#### **Cultural responsibility**

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

#### **Class Size**

- 25 (1) The principal, as the Employer's representative, will use the consultation provisions of this agreement when determining the class sizes in a school.
- (2) It is recognised that there are varied forms of teaching arrangements (including practical

classes, team teaching and lecture tutorials) and different structural options, (including P-12 arrangements, senior school arrangements and senior campuses) that optimise student learning opportunities. In addition, the organisation of teaching should provide and maintain, so far as is practicable, a working environment that is safe and without risks to health.

- (3) In this context, and within the fixed resources provided to schools and the physical facilities schedule, class size should be planned on the minimum possible subject to clause 12(5). Provided that class sizes should be planned on the following basis:
- (a) P to 6 - an average of 26 provided that the average class size of 21 at P-2 is maintained;
  - (b) 7 to 12 – groups of up to 25 students.
  - (c) Specialist schools should plan for the minimum class sizes possible given available resources, the needs of the students, and the total teaching program.

#### *Practical class sizes*

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

#### *English as an Additional Language classes*

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

### **Leave**

26 For the purposes of this clause:

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

Sub clauses (a) and (b) include step-relations (such as step-parents and step-children) as well as adoptive relations.
- “**medical certificate**” means a certificate issued by a registered health practitioner, other than a registered student, within the meaning of the *Health Practitioner Regulation National Law (Victoria) Act 2009 (Vic)*;
- “**required document**” means:
  - (a) in respect of personal leave for illness or injury, a medical certificate, or, if it is not reasonably practicable for an employee to provide a medical certificate, a statutory



declaration;

(b) in respect of personal leave for carer's purposes, a medical certificate, or a statutory declaration;

- **"service"** means service approved by the Employer;
- Unless otherwise specified, the entitlements of this clause apply on a pro-rata basis in respect of part-time service;
- Any leave granted to an employee does not extend beyond the date that person's employment would otherwise have ceased.

#### *Annual Leave*

- (1) (a) An employee is entitled to 152 hours (20 days for a full time employee) annual leave in respect of each twelve months of service and accrues progressively during a year of service according to the employee's ordinary hours of work.  
(b) In addition to annual leave accrued under 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 subclause (1), and subject to satisfying the requirements of subclause (3), may be granted personal leave and have the relevant period re-credited to their entitlement under subclause (1).

#### *Personal Leave*

- (3) Personal leave may be accessed in the event an employee is absent:
  - (a) due to personal illness or injury; or
  - (b) for the purposes of caring for an immediate family or household member who is sick or injured and requires the employee's care or support or who requires care or support due to an unexpected emergency (including the circumstances set out in clause 26(26)(e)(ii)).
- (4) An employee will be credited with 114 hours (15 days for a full time employee) personal leave on full pay on commencement of employment and 114 hours (15 days for a full time employee) personal leave on full pay for each year of service thereafter which **accrues progressively from the commencement of employment and** will be cumulative. Provided that:
  - (a) in the first year of employment an employee, who exhausts their personal leave credits, may access personal leave credits which would later accrue up to a maximum of 114 hours (15 days for a full time employee);
  - (b) an employee employed for one or more fixed periods will not accrue more than 114 hours (15 days for a full time employee) personal leave in any year.
- (5) (a) An employee may use personal leave credits to make up the difference between payments made by the Transport Accident Commission and the employee's full pay.  
(b) Subject to 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 22.8 hours (three days for a full time employee).
- (7)
  - (a) Applications for personal leave must be supported by a required document.
  - (b) A required document in respect of personal leave for injury or illness must state that the employee is unfit for duty for the period of leave.
  - (c) A required document in respect of personal leave for carer's purposes must state that the immediate family or household member requiring care or support is suffering from an illness or injury which requires care or support by another or requires care or support due to an unexpected emergency.
- (8) Notwithstanding subclause (7) and unless otherwise approved by the Employer:
  - (a) up to 38 hours (five days for a full time employee) personal leave may be granted in any one year without production of a required document subject to any one continuous absence not exceeding three days;
  - (b) notwithstanding subclause (a), the Employer may require an application for personal leave to be supported by a required document where:
    - (i) the absence occurs immediately before or after a school vacation period or a public holiday;
    - (ii) the Employer has occasion to doubt the authenticity of an illness or injury or the reason for absence.
- (9) Where personal leave is granted without the production of a required document in circumstances not covered by this clause such leave will be without pay unless otherwise approved by the Employer.
- (10)
  - (a) Subject to subclauses (7) and (8), a casual employee is entitled to not be available to attend work, or to leave work:
    - (i) if they need to care for members of their immediate family or household who are sick or injured and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
    - (ii) upon the death in Australia of an immediate family or household member.
  - (b) The Employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to **72 hours (ie three days)** per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.
- (11)
  - (a) Where the Employer reasonably believes that an employee's state of health may make the employee a danger to themselves or other employees or persons at the workplace, the Employer may require the employee to absent **themselves** from duty on personal leave until a medical practitioner approved by the Employer examines the employee and provides a report to the Employer.
  - (b) A direction by the Employer under subclause (a) of this clause must:

- (i) state the reason(s) for the direction; and
- (ii) not be for a period of more than 10 working days. Provided that where the employee unreasonably refuses to attend a medical examination under subclause (a), the Employer may direct the employee to absent themselves from duty on personal leave until the employee attends the medical examination or the Employer is otherwise satisfied that the employee is fit to resume duty.
- (c) If the medical report discloses that the employee is unfit for duty, the employee will be granted such further personal leave as the medical report indicates is necessary.
- (d) If the medical report discloses that the employee is fit for duty, the personal leave debited as a result of a direction under this clause will be restored and the employee repaid any salary or wages lost as a result of the direction under subclause (a).

#### *War service sick leave*

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

#### *Accident compensation leave*

- (13) (a) If an employee sustains personal injury in circumstances where the employee is entitled to receive weekly payments in respect of that injury under the *Workplace Injury Rehabilitation and Compensation Act 2013*, such employee will, apart from any personal leave which may be standing to their credit, be granted leave on full pay, less the amount paid by way of weekly compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) during the period of incapacity
- (b) Except where the Employer approves, no leave will be granted under this clause which is:
  - (i) in excess of a continuous period of 52 weeks inclusive of any other leave which may be granted with pay; or
  - (ii) in excess of an aggregate of 52 weeks in respect of a particular injury or incapacity.
- (c) An employee is not entitled to personal leave with pay during any period the employee is in receipt of weekly compensation payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).

#### *Infectious Diseases*

- (14) (a) An employee who has contracted an illness that is likely to be a direct result of exposure to an infectious disease prescribed under the regulations of the *Public Health and Wellbeing Act 2008* (Vic) during the course of the employee’s duties, may be granted up to six months leave with full pay without deduction from the

employee's personal leave credits for the period the employee is unfit for duty. On resumption of duty, any employee who has less than 114 hours (15 days for a full time employee) of personal leave will be entitled to access not less than 114 hours (15 days for a full time employee) of personal leave.

- (b) To access leave under subclause (a) the employee must provide a certificate from a medical practitioner approved by the Employer stating that the employee has contracted an illness that is likely to be a direct result of exposure to a prescribed infectious disease during the course of the employee's duties.
- (c) If an employee's duties expose the employee to the risk of contracting an infectious disease and a medical practitioner approved by the Employer certifies that by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by law in respect of such disease, an employee is not permitted to attend their usual workplace and where working remotely is not reasonable, practicable and appropriate, the employee will be granted leave with full pay without deduction from personal leave. The period of leave granted under this sub clause will not extend beyond the earliest date at which it would be practicable for the employee to return to work having regard to the restrictions imposed by law.

#### *Bereavement leave*

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

#### *Leave for jury service*

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

#### *Absence for Parental Purposes*

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

(but not later than the date of birth) or, in any other case, at any time up to six weeks prior to the birth or adoption of the child.

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

- (i) (i) An employee with a child under school age may request to return to duty following a parental absence on a part-time basis to assist the employee in reconciling work and parental responsibilities.
- (ii) The Employer will consider the request under subclause (i) having regard to the employee's circumstances and the operational needs of the school, the Employer may only refuse the request on reasonable grounds.
- (iii) Where an employee returns to duty on a part-time basis under subclause (i) that employee will revert to the time fraction the employee was working immediately prior to the commencement of the employee's first period of parental absence when the last of the employee's children reaches school age.
- (j) (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at the employee's present work, the employee will, if there is an appropriate job available, be temporarily transferred to a safe job on the conditions attaching to that job for such period as is certified necessary by a registered medical practitioner.
- (ii) An employee temporarily transferred to a safe job under subclause (i) is entitled to be paid not less than the employee's substantive salary immediately prior to the temporary transfer.
- (iii) If temporary transfer to a safe job is not practicable, the employee may elect, or the Employer may require the employee, to be absent on leave for such period as is certified necessary by a registered medical practitioner.
- (k) An employee who is pregnant will be granted paid leave to a maximum of thirty eight hours to attend routine medical appointments associated with that pregnancy, provided that the employee:
  - (i) provides a medical certificate certifying the employee is pregnant;
  - (ii) provides a certificate of attendance for each appointment; and
 schedules appointments, where possible, at times that minimise the requirement to engage replacement staff for the period of absence.
- (l) An employee whose spouse is pregnant may access paid leave to a maximum of 15.2 hours for the period of the pregnancy to enable the employee's attendance at routine medical appointments associated with the pregnancy, provided that:
  - (i) the employee provides a medical certificate certifying the employee's spouse is pregnant;
  - (ii) the employee provides a certificate of attendance for each appointment; and
  - (iii) appointments are scheduled, where possible, at times that minimise disruption to the school and/or the requirement to engage replacement staff for the period of the absence.
- (m) Notwithstanding subclause (a), where the pregnancy of an employee terminates or results in a stillborn birth after more than 12 weeks, the employee will be entitled to an absence of six months following the termination, inclusive of any period of maternity leave, or such longer period as may be medically certified.
- (n) (i) An employee is entitled to have superannuation contributions made in

respect of the period of the employee's parental absence for which they are the primary caregiver which occurs on or after the commencement of this agreement.

(ii) The Employer will pay the superannuation contributions as a lump sum to the employee's fund.

(iii) The quantum of superannuation contributions payable under this clause will be calculated based on:

- The number of weeks of the employee's parental leave for which they are the primary caregiver, capped at 52 weeks; and
- The employee's normal pay; and
- The applicable contribution rate under the *Superannuation Guarantee Administration Act 1992 (Cth)* at the time the payment is made.

(iv) Payment will be made at the conclusion of the 52 week period, provided the employee continues to be employed at that time. This does not preclude payments during the 12 month period where this is operationally more efficient.

#### *Maternity leave*

(18) (a) An employee is entitled to maternity leave with or without pay for a continuous period of sixteen weeks commencing from the date the employee commenced an absence from duty under clause (17)(d). Where the pregnancy of an employee terminates more than twenty weeks before the expected date of birth, the employee has no entitlement to leave under this subclause but may be eligible for personal leave under clause (5)(b) or to leave under section 80 of the *Fair Work Act 2009*.

(b) (i) The employee is eligible for paid maternity leave if the employee has had 26 or more weeks qualifying service within the 52 weeks immediately preceding the date the employee commenced an absence from duty under subclause (17)(d). The period during which an employee attends for duty within the periods specified by subclauses (17)(d)(i) and (ii) will not be included as part of the 26 weeks qualifying service.

(ii) An employee may elect to take paid maternity leave on full or half pay or a combination of both. Provided that an employee who elects to take some or all of their paid maternity leave at half pay must notify the Employer of this intention prior to commencing leave unless otherwise agreed between the employee and the Employer.

(c) For the purposes of subclause (b) qualifying service means:

- (i) any duty as an employee other than any period of employment on a casual basis;
- (ii) any leave with pay approved by the Employer;
- (iii) any leave without pay approved by the Employer to count as qualifying service;
- (iv) any other service approved by the Employer to count as qualifying service.

(d) While on maternity leave with pay, an employee will be paid at:

- (i) the time fraction which the employee was working immediately before commencing maternity leave; or



- (ii) the time fraction immediately prior to commencing long service leave, if the employee ceases long service leave on half pay immediately before commencing the parental absence under sub clause 17(c).
- (e) An employee who is eligible for paid leave under this subclause and subclause (13) in respect of a maternity leave absence is entitled to maternity leave with pay in accordance with this clause less the amount paid by way of weekly compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* and has no further entitlement to leave under subclause (13) during the maternity leave period.
- (f) (i) An ongoing employee, other than an education support class employee, whose period of paid maternity leave expires during a school vacation period is entitled to receive their pay for the remainder of that vacation period provided the employee has provided notice under sub clause (17)(h)(i) and returns to duty.
- (ii) A fixed term employee, other than an education support class employee, whose period of employment concludes on or before the end of a school vacation period and after the period of paid maternity leave expires is entitled to receive pay for the remainder of the period of fixed term employment should that employee have no further offer of employment. Where there is a further offer of employment, which has been accepted, the employee has the option of resuming duty and receiving salary for the remainder of the school vacation period **or continue their parental absence.**

*Other paid parental leave*

- (19) (a) An employee who is granted parental responsibility and is the primary caregiver of a child:
  - (i) following the adoption of a child;
  - (ii) under a surrogacy arrangement;
  - (iii) through a permanent care order; or
  - (iv) in such other circumstances approved by the Employer where that employee is not otherwise entitled to paid parental leave under this clause

will be entitled, on submitting evidence of the date of placement of the child or the date the employee is granted parental responsibility, to paid leave for sixteen weeks commencing not more than six weeks prior to that date. The conditions for granting and payment of leave under this clause are the same as are specified in subclauses (18)(b)-(d)
- (b) Where no legal adoption ensues or no action is taken to register the baby's birth if required under state/territory law, the employee has no further entitlement to leave under this clause (19).
- (c) Where two employees apply for leave under this clause in respect of the same child (or children, as the case may be) each employee is entitled to leave with pay for **eight** weeks commencing on the date of placement of the child or the date the employees **are granted parental responsibility** of the child (or children, as the case may be).
- (d) (i) An ongoing employee, other than an education support class employee, whose period of paid leave under this clause expires during a school vacation period is entitled to receive their pay for the remainder of that vacation period



provided the employee returns to duty immediately after the vacation.

- (ii) A fixed term employee, other than an education support class employee, whose period of employment concludes on or before the end of a school vacation period and after the period of paid leave under this sub clause (19) expires is entitled to receive pay for the remainder of the period of fixed term employment should that employee have no further offer of employment. Where there is a further offer of employment, which has been accepted, the employee has the option of resuming duty and receiving salary for the remainder of the school vacation period or to proceed onto unpaid family leave.
- (e) An employee who is eligible for paid leave under this subclause and subclause (13) at the same time is entitled to paid leave under this subclause less the amount paid by way of weekly compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* and will have no further entitlement to leave under subclause (13) during that period.
- (f) An Employee who provides short-term foster or kinship care as the primary caregiver to a Child who cannot live with their parents as a result of an eligible child protection intervention is entitled to up to two days paid leave on up to five occasions per child following the placement of the child with the employee.
  - (i) For the purposes of this clause Foster and Kinship Care includes:
    - Foster Caring, which is the temporary care of a child of up to 18 years of age on a short-term basis by an Employee who is an accredited foster carer.
    - Kinship Care, which is temporary care provided by an Employee who is a relative or a member of the child's social network when the child cannot live with their parents.
    - Aboriginal Kinship Care, which is temporary care provided by an Employee who is a relative or friend of an Aboriginal child who cannot live with their parents, where Aboriginal family and community and Aboriginal culture are valued as central to the child's safety, stability and development.
  - (ii) Eligible child protection interventions include emergency respite and short-term or long-term placements on a non-permanent basis, as issued by the Victorian Department of Health and Human Services, the Children's Court or other similar federal, state or judicial authority.
- (g) An employee who is eligible for paid leave under this subclause and subclause (20) is entitled to leave under this subclause and will have no further entitlement to leave under subclause (20).

#### *Partner leave*

- (20) (a) An employee who submits satisfactory evidence that the employee has accepted **parental** responsibility for a child **but is not the primary caregiver** (or children in respect of a multiple birth) will be granted leave with pay, at the rate the employee would have received but for the absence on partner leave, for up to 152 hours (twenty days in respect of a full time employee), to care for such child (or children in respect of a multiple birth) and/or **primary caregiver** of the child.
- (b) Partner leave must be taken in the period commencing one week before the expected date of birth of the child (or children in respect of a multiple birth) and concluding six weeks after the actual date of birth. **Partner leave can be taken in**

separate periods within that time frame.

- (c) An employee who is eligible for paid leave under this subclause and subclause (13) in respect of a partner *leave* absence is entitled to partner leave with pay in accordance with this subclause less the amount paid by way of weekly compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) and will have no further entitlement to leave under subclause (13) during the partner leave period.
- (d) An employee is not eligible for paid leave under this clause if that employee is also eligible for leave under subclauses (18) or (19) in respect of the same child (or children in respect of a multiple birth).

#### *Long service leave*

- (21) (a) An employee is entitled to long service leave in accordance with the provisions of section 2.4.25 of the *Education and Training Reform Act 2006* (Vic) with long service leave accruing at the rate of 495.6967 hours (three months) after ten years full time service and at the rate of 247.84835 hours (one and a half months) for each completed five years of service thereafter.
- (b) In addition to the provisions of section 2.4.25 of the *Education and Training Reform Act 2006* (Vic) (or its successor), an employee may access their long service leave entitlements on a pro-rata basis after seven years' service and is eligible for pay in lieu of the pro-rata entitlement on termination of employment.
- (c) An employee may elect to utilise some or all of their long service leave entitlement at half pay.
- (d) An employee may apply to commute a portion of long service leave credits to salary. Except in special circumstances such as financial hardship, commutation of long service leave credits to salary will only be available in conjunction with a long service leave absence of 228 hours (six weeks) or more.
- (e) Except where otherwise determined by the Employer, allowances payable under this agreement which meet the following criteria are payable during long service leave:
  - (i) the allowance is of a continuing and ongoing nature; and
  - (ii) the employee has been in receipt of the allowance for a continuous period of 12 months immediately prior to the commencement of the leave; and
  - (iii) the employee would have continued to receive the allowance but for the employee's absence on leave.
- (f) Long service leave absences may be for any period not exceeding the long service leave credits available to an employee.

#### *Spouse leave*

- (22) (a) Leave without pay from three months to 12 months will be granted once every three years to an employee whose spouse, as a consequence of pursuing their occupation, is required to shift residence interstate or overseas.
- (b) Leave without pay from three months to 12 months may be granted once every three years to an employee:
  - (i) whose spouse is travelling interstate or overseas; or
  - (ii) whose spouse is transferred within Victoria where no employment in the

- teaching service can be offered to the employee at the new location; or
- (iii) whose spouse is also an employee and is granted long service leave, provided that spouse leave may be granted for the period of long service leave granted.
- (c) Employees granted leave under subclauses (a) or (b) must resume duty at the start of the school term following the expiration of the spouse leave.
- (d) Notwithstanding subclauses (a) and (b), the Employer may approve such other period of leave and may approve more than one grant of leave in any three year period.
- (e) Leave without pay granted under this subclause (22) does not count as service for any purpose but does not break the continuity of an employee's service.

#### *Sabbatical leave*

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

#### *Cultural and Ceremonial Leave*

- (24) (a) For the purposes of this clause (24) **"extended family"** has a meaning that recognises that extended families exist within Aboriginal and/or Torres Strait Islander society and obligations of Aboriginal and/or Torres Strait Islander Employees may exist regardless of the existence of a bloodline relationship or not. Family also extends to cover relationships where there is a close association, which need not be a blood relationship.

#### *NAIDOC Week Leave*

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

#### *Leave to attend Aboriginal community meetings*

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

#### *Leave to attend Annual General Meetings of Aboriginal community organisations*

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

#### *Ceremonial leave*

- (e) Ceremonial leave will be granted to an Aboriginal and/or Torres Strait Islander employee descent for ceremonial purposes:

- (i) connected with the death of a member of the Immediate Family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or
  - (ii) for other ceremonial obligations.
- (f) Where leave is taken for the purposes outlined in this subclause, up to three days in each year of employment will be with pay. Paid leave will not accrue from year to year.
- (g) Leave granted under this clause is in addition to bereavement leave.
- (h) Where paid leave granted under this clause is not sufficient the employee may access any accrued long service leave, outstanding time-in lieu, or unpaid leave.

***Leave to participate in the First Peoples' Assembly of Victoria***

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

***Public Holidays***

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

gazetted under the *Public Holidays Act 1993* (Vic) as a day in lieu of Melbourne Cup Day in a particular non metropolitan municipal district.

- (m) 25 December (Christmas Day). Where Christmas Day falls on a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December
- (n) 26 December (Boxing Day). Where Boxing Day falls on a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

#### *Family violence leave*

##### *General Principle*

- (26) (a) (i) The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.
- (ii) Leave for family violence purposes is available to employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

##### *Definition of Family Violence*

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

##### *Eligibility*

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

##### *General Measures*

- (d) (i) Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (ii) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- (iii) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (iv) The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.
- (v) An employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, or union delegate. The immediate supervisor may seek advice from the Family Violence contact if the employee chooses not to see the Family Violence contact.
- (viii) Where requested by an employee, the Employer will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the

most appropriate form of support to provide in accordance with clauses (e) and (f).

- (viii) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

#### *Leave*

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

#### *Individual Support*

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

#### *Leave to Attend Trade Union Training Courses*

- (27) (a) An employee who has been nominated by a union to attend a trade union training course will be granted up to five days leave in any one calendar year to enable attendance. An Employee may be granted paid leave under this clause in excess of

five days and up to ten days in any one calendar year subject to the total leave taken in that calendar year and in the subsequent calendar year not exceeding ten days.

- (b) Trade union training leave will be granted with pay where:
  - (i) the leave will not cause undue disruption to the school's program;
  - (ii) arrangements could not be made to attend training out of hours;
  - (iii) the proposed training is of benefit to the Teaching Service or the school;
  - (iv) suitable relief arrangements can be arranged at the union's expense.
- (c) In all other cases, trade union training leave will be granted without pay subject to suitable relief arrangements being available.

#### **Grandparent leave**

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

#### **General**

- (29) The Employer may grant leave with **or without** pay subject to such terms and conditions as the Employer thinks fit in any particular case for any purpose not covered in this Agreement.

#### **Reimbursement of Expenses**

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

#### **Allowable expenses**

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

#### **Private phone use**

- (6) (a) An employee, required to use their private mobile phone or home phone in the course of their employment, will be reimbursed for work-related calls.
- (b) The employee must obtain the prior approval of the Employer before using their

private mobile or home phone during the course of their employment.

- (c) Following use, the employee must submit an itemised statement of the calls made and their cost.

*Private motor vehicle use*

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

*Removal expenses*

- (8) An ongoing employee who is required to relocate their residence owing to:
  - (a) promotion to an advertised vacancy;
  - (b) transfer following an official instruction;
  - (c) transfer to an advertised vacancy after having served for at least five years in the one school or location or at least four years in a school designated by the Employer as remote; or
  - (d) redeployment, as an excess employeewill be reimbursed expenses incurred for travel, meals, accommodation at the rates specified in subclauses (1) to (3) and the cost of removal of household and personal belongings by the most direct route in respect of the employee and their dependants including the cost of comprehensive insurance cover for those items whilst in transit, up to a maximum cover of \$55,000 or such higher amount approved by the Employer.
- (9) Unless otherwise approved by the Employer, an employee is not eligible for reimbursement of removal expenses under subclause (8) in the case of:
  - (a) a transfer arising from the request, fault, or misconduct of an employee; or
  - (b) relocation from place to place within Ballarat, Bendigo, Geelong or within the Melbourne metropolitan area.
- (10) Where more than one employee is eligible to be reimbursed removal expenses in respect of the one relocation, only one employee is entitled to be reimbursed removal expenses.
- (11) An employee promoted or transferred in circumstances provided in subclauses (8)(a), (b) or (d), other than an employee who is not entitled to be reimbursed under subclause (9), will be paid:
  - (a) a re-establishment allowance of:
    - (i) an employee without dependants - \$541; or
    - (ii) an employee with dependants - \$1,083



provided that, where more than one employee is eligible to be reimbursed removal expenses in respect of the same relocation, the total allowance paid under this subclause will not exceed \$1,083.

- (b) the reasonable cost of stamp duty paid on purchase of a residence or land for the purpose of erecting a residence for their own permanent occupation at the new location provided that the employee:
  - (i) sells a residence at their old location;
  - (ii) enters into occupation of a residence at the new location within 15 months of the effective date of the promotion or transfer; and
  - (iii) provides satisfactory evidence of expenditure.
- (c) Reimbursement under subclause (b) will not be made where the employee occupies a government residence at the new location.

(12) An employee who owns a motor vehicle(s) that is used for transport to the new location will be reimbursed at the appropriate rate prescribed in subclause (7).

### **Dispute Resolution Procedures**

- 28
- (1) Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or in relation to matters covered by the National Employment Standards, other than termination of employment, must be dealt with in accordance with this clause.
  - (2) This clause does not deal with the renegotiation of any workplace agreement.
  - (3) A person bound by this Agreement may choose to be represented at any stage by a representative, including a union representative or Employer's organisation.

#### *Obligations*

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

#### *Discussion of dispute*

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

#### *Internal process*

- (9) If any party to the dispute or grievance who is bound by the Agreement refers the dispute or grievance to an established internal dispute or grievance resolution process,

the matter must first be dealt with in accordance with that process.

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

#### *Disputes of a Collective Character*

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

#### *Unresolved Disputes*

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

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

29 (1) This clause applies if the Employer:

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

#### *Consultation in relation to major change*

(2) As soon as practicable, the Employer will:

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

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

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

(3) As soon as practicable, the Employer will:

- (a) provide the relevant employees and their representatives (if any) with information about the proposed change;
- (b) invite the relevant employees and their representatives (if any) to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) consider any views given by the relevant employees and their representatives (if any) about the impact of the change.

*Representation*

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

*Definitions*

(5) For the purpose of this clause 29:

**“relevant employees”** means employees who may be affected by a change referred to in clause 29(1);

**“significant effect”** means:

- (a) the termination of employment of employees (other than in the case of redundancy);
- (b) a major change to the composition, operation or size of the Employer’s workforce or the skills required of employees;
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- (d) the alteration of hours of work;
- (e) the need to retrain employees;
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs,

provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

**Electronic Communications**

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

**Flexible Work**

31 The parties recognise the importance of flexible work arrangements and family friendly work practices in maintaining a diverse, adaptive and high performing workforce. The success of

flexible work arrangements requires 'give and take' and a shared responsibility between the Employer and employee to make the arrangements work.

### **Individual Flexibility Arrangement**

- 32
- (1) An employee and the Employer may agree to make an individual flexibility arrangement pursuant to this clause to vary the effect of terms of this agreement in order to meet the genuine needs of the employee and Employer. An individual flexibility arrangement must be genuinely agreed to by the employee and the Employer.
  - (2) The Employer must ensure that the terms of the individual flexibility arrangement:
    - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*;
    - (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**

- 33
- (1) The Supported Wage System set out in Schedule 6 applies to an employee who is unable to perform the range of duties to the competence level required within the employee's

class of work, because of the effects of a disability on the employee's productive capacity and who meets the impairment criteria for receipt of a disability support pension.

- (2) An employee engaged as a trainee will receive payment in accordance with the *National Training Award 2000*.

#### **Abandonment**

- 34**
- (1) If a fixed term employee is absent for more than 20 working days:
    - (a) in circumstances where the Employer could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence; and
    - (b) without the permission of the Employer; and
    - (c) without contacting the Employer to provide an explanation for the absence;the Employer is entitled to treat the employee as having resigned and the employment as having been terminated by the employee at the employee's initiative.
  - (2) (a) A former employee, who considers their employment should not have been terminated may refer the matter to the Merit Protection Board for determination in accordance with the requirements from time to time of that body.
  - (b) Where the Merit Protection Board has jurisdiction to review a decision that is the subject of a grievance instituted by an employee, this clause should not be construed to require any action to be taken on the grievance other than that which may be determined by the Merit Protection Board.

#### **Notice of Termination**

- 35**
- (1) Notice of termination is provided for in the National Employment Standards. The notice periods in this clause supplement the provision in the National Employment Standards which deal with termination of employment.
  - (2) Subject to any entitlement to a longer period of notice under the National Employment Standards, the employment of an employee will not be terminated without at least four weeks' notice (inclusive of the notice required under the National Employment Standards).
  - (3) An exercise of the 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.

## SCHEDULE 1

### Salary Rates

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

#### PRINCIPAL CLASS

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

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

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

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

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

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

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



## TEACHER CLASS

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

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

## PARAPROFESSIONAL CLASS

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

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

## EDUCATION SUPPORT CLASS

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

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

**Roles and Responsibilities – Teacher Class****Leading teacher**

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

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

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

**Position responsibilities**

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

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

## **Learning Specialist**

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

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

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

### **Position responsibilities**

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

- demonstrating high-level expertise in teaching and learning practice
- modelling exemplary classroom practice including through teaching demonstration lessons
- working with the school leadership team to develop a shared view of highly effective teacher practice
- leading and modelling the implementation of whole-school improvement strategies related to curriculum planning and delivery
- playing a key role in the provision of professional learning, including through developing processes and protocols for observation and feedback of teacher practice and peer collaboration
- modelling effective learning practice and supporting teachers to seek, analyse and act on feedback on their practice
- providing evidence-based feedback to teaching staff to inform their effectiveness and development
- providing expert advice about the content, processes and strategies that will shape individual and school professional learning
- supervising and training one or more pre-service teachers, and mentoring and/or coaching teachers
- modelling exemplary use of student data to inform teaching approaches
- developing and promoting school-wide professional learning structures, processes and protocols through Professional Learning Communities
- modelling exemplary professional learning practice including through seeking feedback from other teachers and leaders on their own classroom practice as part of critical reflection and inquiry to improve practice.

## **Classroom teacher**

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

to improve knowledge and skills to effectively engage students and improve their learning.

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

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

### **Classroom teacher Range 2**

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

Range 2 classroom teachers will be expected to:

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

### **Classroom teacher Range 1**

The primary focus of the range 1 classroom teacher is on further developing skills and competencies to become an effective classroom practitioner with structured support and guidance from teachers at higher levels and the planning, preparation and teaching of programs to achieve specific student outcomes. These teachers teach a range of students/classes and are accountable for the effective delivery of their programs. Range 1 classroom teachers are skilled teachers who operate under general direction within clear guidelines following established work practices and documented priorities and may have responsibility for the supervision and training of one or more pre-service teachers.

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

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

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

Teachers at range 1 are responsible for teaching their own classes and may also assist and

participate in policy development, project teams and the organisation of co-curricula activities.

## Roles and Responsibilities – Nurse

### Definitions

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

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

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

**Victorian School Nursing Program** means the Primary and Secondary School Nursing Programs operated by the Department of Education and Training ('DET').

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

### Roles and Responsibilities

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

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

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

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

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

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

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



nurse, and in accordance with the delegation and supervision framework set out by Nursing and Midwifery Board of Australia.

#### **Nurse Manager – range 5**

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

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

#### **Registered Nurse – range 4**

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

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

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

### **Registered Nurse – range 3**

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

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

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

### **Enrolled Nurse – range 2**

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

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

## Dimensions of Work - Education Support Class

### Education support class Level 1 Range 1

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

### Education support class Level 1 Range 2

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

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

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

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

A role at this range may include:

- Specific support tasks to achieve outcomes. Typically, this will involve accountability for a single function, (e.g. ensuring data is properly maintained) or the co-ordination of a work area under the direction of the principal or a manager.
- Assisting teachers, within an educational program, by undertaking specific support tasks or the coordination of the support function.
- Supervised health and wellbeing support tasks, medical intervention support tasks, or other specialised student/teacher support roles (e.g. enrolled nurses performing the role as described in schedule 3). These roles require specific qualifications and/or training, including roles where further training must be undertaken from time to time. The role is for a specific purpose, for which there will be direct accountability as opposed to support roles that are carried out by a range of staff performing routine tasks under direction.
- Technical tasks that require a sound knowledge of basic technical and/or scientific principles that are used to develop and adapt work methods and make judgements where there are clear guidelines and limited options. Routine technical support in libraries, science, and information technology would be typical examples.

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

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

## Dimension of Work range 2

Student/Teacher Support	Administration/Operations	Technical <sup>1</sup>	Health and Wellbeing Services
<ul style="list-style-type: none"> <li>▶ Undertakes routine tasks with clear priorities in line with the job description, well established procedures, and under supervision, such as: <ul style="list-style-type: none"> <li>– Providing routine support for teachers</li> <li>– Assisting with planning of student routines</li> </ul> </li> <li>▶ Duties mainly focused on routine tasks such as: <ul style="list-style-type: none"> <li>– Communicating with teachers about routine matters</li> <li>– Assisting teachers with communication with parents about routine matters</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▶ Performs routine administrative or operational tasks, including: general telephone, front office enquiries, mail deliveries, assisting with stock control, supporting organisation of meetings, receiving and initial processing of standard paperwork</li> <li>▶ Operate and instruct others in the routine use of equipment and computer systems</li> <li>▶ Supports financial and budgetary processes and utilises standard software</li> <li>▶ Conducts induction processes for school visitors or tradespeople</li> </ul>	<ul style="list-style-type: none"> <li>▶ Conducts routine scientific, technical, or specialist procedures and/or data collection, collation, and analysis</li> <li>▶ Applies basic technical 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 laboratory, information</li> </ul>	<ul style="list-style-type: none"> <li>▶ Supports the first aid facilities and assists in delivering first aid to students</li> <li>▶ Undertakes administrative procedures associated with: <ul style="list-style-type: none"> <li>– delivery of various health, counselling, wellbeing and therapeutic services to a school(s)</li> <li>– health assessments</li> <li>– delivery of health and wellbeing education and promotion programs in collaboration with school community</li> <li>– provision of follow-up service for students</li> </ul> </li> </ul>

<ul style="list-style-type: none"> <li>– Providing basic physical care and wellbeing support for students such as toileting, meals, and lifting</li> <li>– Communicating with student/s to support comprehension of basic tasks and information</li> <li>– Addressing immediate behavioural presentations relating to specific students within a classroom setting aligned to school policy and procedure</li> <li>▶ Provides basic support and supervision for individuals or small groups of up to 4 students within a classroom setting</li> <li>▶ Provides support to careers advisor</li> <li>▶ Supports teachers in the coordination of educational programs independently or under minimal supervision, such as: <ul style="list-style-type: none"> <li>– Rostering and organising the work of a team of aides</li> <li>– Providing routine co-ordination, guidance, and</li> </ul> </li> </ul>	<p>on school operational health and safety policies and procedures</p> <ul style="list-style-type: none"> <li>▶ Undertakes systems processing work such as data entry, purchasing, payments and reports</li> <li>▶ Coordinates the preparation of standard routine internal and external communication Provides support services in trade areas such as school grounds and building maintenance</li> <li>▶ Provides student transportation services such as bus driving, and scheduling</li> <li>▶ Undertakes VASS and/or VET administration support</li> </ul>	<p>or food 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, food technologies and libraries</li> <li>▶ Contributes to a small project team providing technical support to a school/s</li> <li>▶ Conducts training and/or instruction with respect to technical systems or scientific processes</li> <li>▶ Prepares experiments or use of equipment and conducts demonstrations, where required, under direct supervision</li> <li>▶ Undertakes relevant occupational health and safety requirements and, where necessary, risk assessments within the relative work area</li> <li>▶ Undertakes low/medium risk tasks as defined by the DET Risk Matrix or its successor</li> </ul>	<ul style="list-style-type: none"> <li>– medical alerts and specific medical conditions</li> </ul>
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<p>support to other student support staff</p> <ul style="list-style-type: none"> <li>– Liaising with external providers of support services about clearly defined support needs and resources</li> <li>– Supporting teachers in communicating objectives and outcomes relating to educational programs and/or students, including routine presentations</li> <li>– Assisting teachers with the communication of student outcomes and educational programs</li> </ul> <p>► Can provide medical intervention support to a student/s, provided that:</p> <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</li> </ul>			
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<p>training/ in the tasks to be performed</p> <ul style="list-style-type: none"> <li>– The position requires ongoing professional development and/or training to gain or maintain skills and knowledge relevant to the medical procedure</li> <li>► Provides specialised communication support for students and teachers in areas such as AUSLAN and braille</li> </ul>			
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### Education support class Level 1 Range 3

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

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

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

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

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

A role at this range may include:

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

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

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
<ul style="list-style-type: none"> <li>▶ Provides instruction or coaching to students not including any duties of a teacher (e.g. instrumental music instruction, sport coaching, dance instruction)</li> <li>▶ Provides career advisory services to students</li> <li>▶ Undertakes VASS coordinator role in the school</li> <li>▶ Undertakes VET co-ordination role in the school</li> </ul>	<ul style="list-style-type: none"> <li>▶ Distinguished from ES Level 1 Range 2 by the level of management responsibility for the work area that will have a greater impact on school administration and operations, and features supervision of other ES</li> <li>▶ Objectives and directions are clear, but there is a greater level of autonomy in determining the approach</li> </ul>	<ul style="list-style-type: none"> <li>▶ Manages school science laboratory, library or information technology functions, including where they are the sole technician</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> </ul>	<ul style="list-style-type: none"> <li>▶ Delivers care through various health, counselling, wellbeing and therapeutic services to a school(s)</li> <li>▶ Assesses student needs and delivers a range of services within generally defined parameters</li> <li>▶ Provides standard professional services independently within defined organisational parameters with professional support and guidance that is close at hand.</li> </ul>



	<ul style="list-style-type: none"> <li>▶ Manages others to achieve the objectives of the work area</li> <li>▶ Manages and directs the preparation of financial and budgeting documents and contributes to financial decision making</li> <li>▶ Manages a range of functions, such as finance, human resources and other support areas that contributes significantly to the business management function within the school</li> <li>▶ Adapt the way work is organised and modify existing practices within precedent and established methods</li> <li>▶ With broad direction manages the delivery of administrative and/or operational services</li> <li>▶ Implements the delivery of a particular service or function (e.g. finance, human resources, facilities)</li> <li>▶ Prepares and analyses reports from School databases to support decision making</li> </ul>	<ul style="list-style-type: none"> <li>▶ Conducts training and instruction to school colleagues within the technical field</li> <li>▶ Undertakes small technical or specialist projects defined by others</li> <li>▶ Implements non-standard technical systems or equipment to a specification</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>▶ Influences operational leadership and strategic planning with respect to school service delivery</li> <li>▶ Provides reports for school staff or stakeholders, requiring in-depth factual analysis, including assessments and recommendations for consideration by others</li> </ul>	<ul style="list-style-type: none"> <li>▶ Provide standard clinical professional services to students within the parameters of school policy and guidelines and the standards set by the relevant registration body</li> <li>▶ Provide professional reports requiring in-depth factual analysis, including assessments and recommendations for consideration by others</li> <li>▶ Retains accountability for individual practice</li> <li>▶ Contributes to policy development within the school</li> <li>▶ Contributes to and/or conducts training and instruction to school colleagues within the professional field and individual scope of the practice</li> <li>▶ Explain professional concepts and approaches to students stakeholders, colleagues and staff</li> <li>▶ Facilitate individual or group programs for students</li> <li>▶ Apply sound theoretical knowledge and practical expertise</li> </ul>
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		► May undertake low, medium and high-risk tasks as identified in DET Risk Matrix or its successor	
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#### Education support class Level 1 Range 4

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

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

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

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

A role at this range may include:

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

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

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
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N/A	<ul style="list-style-type: none"> <li>▶ Provides expertise and/or professional leadership dealing with more complex issues requiring specialised support</li> <li>▶ Interprets and analyses data to inform and provide authoritative advice to the leadership team</li> <li>▶ Delivery of services on behalf of the leadership team</li> <li>▶ Reference to a manager will generally only occur where there is a need to clarify policy, priorities or broad objectives prior to making appropriate decisions</li> <li>▶ Negotiate and manage straightforward contracts and service agreements</li> <li>▶ Coordinate delivery of a range of support services across a school/s involving a range of work areas</li> <li>▶ Manage the school/s budget involving liaison with school staff and the leadership team to ensure budget targets are met</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 school laboratories, libraries, and information technology the position would provide expertise and leadership in policy development that guides the work of others, including teachers</li> <li>▶ Formulates and supervises professional development programs for colleagues or other staff involved in the scientific or technical field</li> <li>▶ Undertakes research and analysis within an area of expertise consistent with school objectives</li> </ul>	<ul style="list-style-type: none"> <li>▶ 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 teachers</li> <li>▶ Undertakes advanced interventions in dealing with particularly complex cases that may require cross-profession or agency collaboration</li> <li>▶ Provides expert advice in the professional field, which will influence the strategic approach to student support and learning</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>▶ Delivers health and wellbeing education and promotion programs in collaboration with school community. Provides health and wellbeing advice to the school community</li> </ul>
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		<ul style="list-style-type: none"> <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> </ul>	<ul style="list-style-type: none"> <li>▶ Implements evidence-based health promotion and preventive care within the school community</li> <li>▶ Provide leadership, training, and development for others in the adaption and application of professional fields</li> <li>▶ Undertakes nursing and/ or health and wellbeing assessments and plans ongoing care to effectively address healthcare needs of individual students and groups within the school community. Acts on referrals by parents, guardians and employees</li> <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>▶ Provides support for students (or staff) on sensitive health and wellbeing issues.</li> <li>▶ Works actively to reduce negative health and wellbeing outcomes and risk-taking behaviours</li> </ul>
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			<ul style="list-style-type: none"> <li>▶ Apply sound theoretical knowledge and practical expertise in developing service delivery options</li> <li>▶</li> </ul>
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### Education support class Level 1 Range 5

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

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

A role at this range may include:

- Professional support management responsibilities, including Nurse Managers (performing the role of Nurse Manager as described in Schedule 3)
- Management of a major school or network function, initiative or project, or Department targeted strategy The duties and responsibilities for the types of education support class work that can be expected at this level are set out below.

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
N/A	<ul style="list-style-type: none"> <li>▶ As a member of the leadership team contribute, develop and implement key policy initiatives in a school or group of schools and initiates new developments in policy and practice</li> <li>▶ Manage delivery of budgetary, administrative and operational</li> </ul>	<ul style="list-style-type: none"> <li>▶ As a member of the leadership team develop and implement key policy initiatives in a school or group of schools</li> <li>▶ Manages a scientific, technical or specialist team and/or projects</li> </ul>	<ul style="list-style-type: none"> <li>▶ As a member of the leadership team lead, develop and/or implement key policy initiatives/improvement strategies in health and well-being in a school or group of schools</li> </ul>

	<p>targets, involving liaison with school staff and leadership</p> <ul style="list-style-type: none"> <li>▶ Contributes to the overall management of the school through internal decision making</li> </ul>	<ul style="list-style-type: none"> <li>▶ Specialist in an area of their profession and relied on for advice in this field</li> </ul>	<ul style="list-style-type: none"> <li>▶ Specialist in an area of their profession and relied on for expertise in their profession</li> <li>▶ Manages a defined service delivery function or project/s</li> <li>▶ Undertakes advanced interventions in dealing with particularly complex cases that may require cross-profession or agency collaboration</li> <li>▶ Makes decisions on complex intervention strategies that may have significant consequences for clients and their families</li> <li>▶ Contributes to the development of knowledge and innovation in a narrow field of the profession</li> <li>▶ Provides leadership, training, and development for others in the adaptation and application of professional concepts which relate to health and wellbeing</li> </ul>
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### Education support class Level 2, Range 6

Is a senior member of School leadership, accountable for multiple key areas or functions for the school(s) including the achievement of established school objectives.

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

A role at this range may include:

- Significant contribution to the overall management of the school through involvement in policy formulation and decision making.

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

#### Range 6 (General Descriptors)

- ▶ 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 the school leadership team on policy issues and solutions within a functional area
- ▶ Develops technical or professional standards

### **Unsatisfactory Performance Procedures**

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

#### **Advice to employee**

- (1) The Employer will advise the employee in writing:
  - (a) that their performance is unsatisfactory;
  - (b) the particular areas of unsatisfactory performance;
  - (c) the required standard of performance;
  - (d) the consequences of continued failure to meet the required standard of performance;
  - (e) that the employee has five working days (or such longer period as the Employer considers reasonable in the circumstances) to explain any reasons for unsatisfactory performance;
- (2) After consideration of the employee's response or failure to respond within the period set by the Employer under sub clause (1)(e), the Employer will notify the employee of the decision in writing that:
  - (a) performance is satisfactory and no further action will be taken; or
  - (b) performance continues to be unsatisfactory and a support period will commence (being not less than ten working days) for the employee to improve their performance to the required standard. In this case the employee is to be advised that the employee may appeal the decision however an appeal will not delay the continuation of these procedures.

#### **Support Period**

- (3) Where the Employer has informed the employee under 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 two and **eight** weeks.
- (4) providing feedback, support and opportunities to discuss progress. It is important that an



employee be given opportunity and appropriate support to improve their performance. The parties recognise that support should be tailored to the specific needs of the individual, but is provided in an overall context which recognises that individuals are ultimately responsible for their own performance.

- (5) The Employer will ensure that a written record of the support that is provided, including meeting records, is maintained and copies provided to the employee in a timely manner.
- (6) At the completion of the support period the Employer will assess the performance of the employee. Following this assessment the Employer will advise the employee in writing that:
  - (f) 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
  - (g) 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:
  - (h) no further action will be taken provided that the employee's performance continues to be at or above the required standard; or
  - (i) 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
  - (j) 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

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

- (1) **Supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *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.

## **6.2.** *Eligibility criteria*

- (1) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- (2) This Schedule does not apply to any existing employee who has a claim against the Employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.
- (3) This Schedule does not apply to the Employer in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act 1986*, or if a part only has received recognition, that part.

## **6.3.** *Supported wage rates*

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

Assessed capacity	Minimum agreement rate for class of work
10%*	10%
20%	20%
30%	30%
40%	40%

50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- (2) Provided that, the minimum amount payable will be not less than \$90.00 per week effective 1 July 2021. This rate may be adjusted annually by the Fair Work Commission's annual National Minimum Wage decision.
- (3) Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

#### **6.4. Assessment of capacity**

For the purpose of establishing the percentage of the agreement rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

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

#### **6.5. Lodgement of Assessment instrument**

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

#### **6.6. Review of assessment**

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

#### **6.7. Other terms and conditions of employment**

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

#### **6.8. Workplace adjustment**

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

#### **6.9. Trial period**

- (1) In order for an adequate assessment of the employee's capacity to be made, the Employer may employ a person under the provisions of this Schedule for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (2) During that trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- (3) The minimum amount payable to the employee during the trial period will be no less than \$90 per week effective 1 July 2021. This rate may be adjusted annually by the Fair Work Commission's annual National Minimum Wage decision.
- (4) Work trials should include induction or training as appropriate to the job being trialled.
- (5) Where the Employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under 5.4 hereof.