

AEU Victorian Branch Log of Claims
for the
Victorian Government Schools Agreement 2016

Title

1 This agreement will be known as the “Victorian Government Schools Agreement 2016”.

Arrangement

2 This agreement is arranged as follows:

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Coverage and application of the agreement

3 The agreement will cover and apply to:

- the Secretary to the Department of Education and Training of the State of Victoria and each school council in the state of Victoria (“**Employers**”);
- all persons employed in the Victorian Teaching Service under Parts 2.3 and 2.4 of the *Education Training and Reform Act 2006* (Vic) (**Employees**);

- the Australian Education Union, the Community and Public Sector Union, United Voice and any union that is noted by the Fair Work Commission under s 201(2) of the FW Act in its approval decision (“**Unions**” and any one of them a “**Union**”).

Operative date and nominal expiry date

- 4 This agreement will operate from the date that is 7 days after the agreement is approved by the Fair Work Commission. The nominal expiry date will be 31 October 2019.

Definitions

- 5 In this agreement:

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

"classroom teacher" means a person employed in the 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 teaching service, including Teaching and Learning Assistants;

"employee" has the meaning given by clause 3 of this agreement;

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

"Employer" has the meaning given by clause 3 of this agreement;

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

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

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

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

"FW Act" means the *Fair Work Act 2009 (Cth)*;

"government school" has the meaning given by the *Education and Training Reform Act 2006 (Vic)*;

"highly accomplished" means a teacher who has applied for and been accredited against a set of agreed professional standards; **"leading teacher"** means a teacher occupying, or for the time being, performing the duties of leading teacher in the Teaching Service;

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

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

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

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

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

"Schedules" means the Schedules to this agreement;

"special payment" means any payment in the nature of an allowance or incentive;

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

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

"teacher" means a classroom or leading teacher 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)" has the meaning given by clause 3 of this agreement;

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

Preamble

- 7 (1) This agreement between the Employers, the Employees and the Unions is made to enhance the employment interests of persons employed in Victorian government schools consistent with the Government's commitment to a high-quality and universally accessible public education system.
- (2) The overall impact of the agreement will be monitored through the life of the agreement in terms of any unintended outcomes. This agreement may be amended in accordance with the requirements of the *Fair Work Act 2009* (Cth).
- (3) This agreement is not intended to exclude any part of the National Employment Standards in so far as it applies 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 it applies) prevails to the extent that any aspect of this agreement would otherwise be detrimental to an employee.
- 8 (1) The parties agree that the salary increases set out in Schedule 1 will be payable on the first pay period commencing on or after the dates indicated in Schedule 1, with increases as follows:
- | | |
|-----------------|----|
| 1 November 2016 | 7% |
| 1 November 2017 | 7% |
| 1 November 2018 | 7% |
- (2) In the event a successor agreement is not agreed by 31 October 2019 there will be a guaranteed salary increase, consistent with the Departmental Funding Model at that time, effective from the first pay period on or after 1 November 2019.
- (3) The parties agree to commence negotiations for a new agreement to succeed this agreement at least 6 months before the nominal expiry date of this agreement.
- (4) Employment conditions and entitlements provided for in this agreement will be fully funded by the State of Victoria at the actual cost of provision, including the allocation of funds to each school based on the actual cost of employing the staff engaged at each location.

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 teaching quality.
- (2) A working environment that encourages and rewards skilled and dedicated school staff through the development and implementation of policies and employment arrangements that best supports the delivery of high quality educational services.
- (3) The implementation of strategies that address attraction and retention issues including the capacity to offer differential benefits to attract and retain staff in rural and regional Victoria and hard to staff schools.

- (4) The implementation of school improvement strategies that improve what happens in schools and classrooms in the context of the resources available to support the desired outcomes.
- (5) Highly effective leadership and support to principals as key educational leaders.

Commitments

10

Industrial Relations Principles

- 11 The parties commit themselves to the following industrial relations principles:
 - (1) Cooperative and consultative relationships between management, employees and the union(s);
 - (2) Management, employee and union relationships based on mutual respect, trust and preparedness to consider alternative viewpoints;
 - (3) Negotiations involving a mutual problem solving approach focusing on long term gains for all parties;
 - (4) To work within a progressive industrial relations culture to create a system of highly effective schools with effective workplace practices;
 - (5) Recognition of an appropriate role for workplace representatives;
 - (6) Maintaining secure employment arrangements and eliminating forms of precarious work arrangements.

Employee Consultation

- 12 (1) Staff morale and employee job satisfaction are enhanced where the views of all employees are taken into account before decisions are made. The aim of this agreement is to establish consultative arrangements that ensure that Employer decision making is carried out in a framework that enables all employees to have input into the decisions that affect their working life. There needs to be clear and meaningful consultation at the regional and central Department levels, as well as within schools.
- (2) The parties recognise the importance of representatives being provided with the opportunity and time to canvass the views of staff to ensure informed consultation can occur on matters set out in this clause to enable the proper functioning of consultative committees. To this end the elected representatives will be allocated a time-allowance of two hours per week to be subtracted from each teacher representatives face-to-face teaching time and from education support staff normal scheduled duties.
- (3) 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.
- (4) 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.'

School Based Consultation

- (5) (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 direct input of staff and union representation of employees for the purposes of consultation and the input of the union sub branch, if one exists at the school. A consultative committee shall be established for the purposes of sub-clauses (5) and (6) comprising:
 - the principal
 - two nominees of the principal
 - three nominees of the union determined by the union at the school

- one staff member elected by and from the total staff,
provided that in schools with ten or fewer staff all staff shall comprise the consultative committee.
- (ii) The consultative committee established under sub-clause (i) will provide final advice/recommendations to the principal prior to the principal, as the Employer's representative, making decisions on matters covered by sub-clause (6).
- (iii) Unless otherwise agreed by the consultative committee (outlined in an agreement signed by the principal and union representative and recorded in a joint union and Department register), the consultative committee will operate as follows:
- 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 will discuss the matters listed in sub-clause (6).
 - When confidential matters are discussed by the committee, all members of the committee are bound by that confidentiality.
 - The term of office of committee members will be twelve months.
 - The outcome(s) or recommendation(s) of consultative committee meetings will be recorded in writing, including long term planning decisions. A written record of a consultative committee meeting includes, but is not limited to: attendance and apologies, approval of minutes, business arising from the minutes, a list of correspondence of a non-confidential nature, recommendations made at the meeting, decisions made at the meeting, and date of next meeting.
 - An agenda with minutes of the previous meeting will be distributed to all staff at least two working days prior to a consultative committee meeting.
- (iv) Where a principal makes a decision which is inconsistent with the advice/recommendation of the consultative committee (if a recommendation is made), the principal will provide reasons for the decision in writing to the committee members.
- (6) (a) For the purposes of this clause:
- “long-term planning”** means:
- development of workforce plans, including the active monitoring and review of workload issues, staffing arrangements and advertisement of vacancies
 - the employment arrangements for and duties of casual relief teachers engaged by the school
 - the planning and organisation of the program of instruction in the school (including the timetable and allocation of allotments)
 - organisation of all work required of teachers including but not limited to, the face to face teaching requirements, meetings, student supervision, assessment and reporting, and parent and community engagement.
 - organisation of education support class work, including, but not limited to, time in lieu, student supervision, meetings, and parent and community engagement.
 - organisation of the work of teachers in their first two years of teaching
 - organisation of classes including class sizes.
 - the structure of selection and other panels for the purpose of making recommendations to the principal.

“**workforce plan**” means a document setting out the projected staffing needs of a school having regard to factors such as the education program of the school, predicted enrolment increase or decrease, the mix of ongoing and fixed term teaching and non-teaching staff, predicted staff absences due to leave or other reasons, any predicted departures of existing staff, time fraction changes, changes to allotments and organisation of the school day, and end dates of fixed term positions.

- (b) Following receipt of the indicative school student resource package the principal is to use the consultation arrangements set out in sub-clause (5) in making decisions about matters related to the long-term planning for the following school year.
 - (c) As far as is practicable the principal, as the Employer’s representative, will determine the matters related to the long-term planning for the following school year as early as possible in term 4 and advise staff of those decisions in writing by the end of the last week in November.
- (7) 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 *Information Privacy Act 2000 (Vic)* such information must 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*;
 - anticipated enrolments and staff movements.

Principal Consultation

- (8) (a) The morale and job satisfaction for principals is enhanced where their views are taken into account by the Employer, before decisions are made, which significantly impact on their work.
- (b) The Employer has ultimate administrative and operational responsibility for systemic decisions and that principals, as the Employer’s representative, are responsible for the implementation of these decisions at the school level.
- (c) In consulting principals under sub-clause (a) the Employer will:
- (i) advise the affected principals as soon as practicable of proposed changes in programs or new initiatives that are likely to have a significant impact on their work prior to the decision to implement any changes,
 - (ii) advise the affected principals of the likely effects on their work,
 - (iii) regularly consult with affected principals and give consideration to matters raised by the principals, provided that the Employer shall not be required to disclose confidential information.
- (d) Assistant principals will be consulted in accordance with the school-based consultative arrangements set out in sub-clauses (1) to (7).

Regional Consultation

The Regional Director, as the Employer’s representative, will establish a consultative committee that includes representation of staff and union members that enables all staff in the regional offices to have input into the decisions that affect their working life.

The parties agree to develop an agreed grievance resolution procedure to resolve disputes arising from consultation with principals and in regions.

School Based Grievance Resolution

- (9) (a) Where the union at the school does not support a decision made under sub-clause (6)(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 (6)(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 (6)(c) in the following school year or where the notification requirements of sub-clause (6)(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.
- (10) 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.
- (11) 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.
- (12) 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 must be worked out by agreement between the parties. Any such holding position will be evidence of good faith only and will be without prejudice to the resolution of the dispute.
- (13) The parties agree that one nominee of the Department and one nominee of the relevant 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 grievance from the union.
- (14) Where the matter cannot be resolved, the matter may be referred by either party 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. 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 over major changes

- (15) Where the Employer is proposing to make major changes, such as changes to program, organisation, structure, technology, regular scheduled and unscheduled duties/rosters, ordinary hours of work or work practices, that will significantly impact on employees across schools, the Employer will discuss the proposed change with affected employees and the unions as soon as practicable after the Employer has decided to introduce the change.
- (16) The Employer must discuss with employees and unions the nature of the change, the rationale, the likely impact on work arrangements in schools and any training necessary for implementation of the proposed change or to assist integration into the new structure or arrangements. For the purposes of the discussion, the Employer must provide to the employees and the unions, in writing, the following:
- (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) Information about the expected effects of the change on the employees; and

- (iii) Any other matters likely to affect the employees; and
 - (iv) A request for employees to contribute their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (17) Alternative proposals or matters raised by employees or a union must be raised in a timely manner so as not to lead to any unreasonable delay or detrimental impact on the Employer's operations and should address the rationale and benefits detailed in the Employer's discussions of the proposed change.
- (18) Where employees or a union provide alternative proposals or raise matters the Employer will give prompt and genuine consideration to those alternative proposals and matters and respond in writing to employees or the union, including the reasons for their decision
- (19) In this clause, a major change is likely to have a significant effect on employees if it results in:
- a. The termination of the employment of employees; or
 - b. Major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c. The elimination or diminution of job opportunities (including opportunities for promotion); or
 - d. The alteration of hours of work; or
 - e. The need to retrain employees; or
 - f. The need to relocate employees to another workplace; or
 - g. The restructuring of jobs.
- (20) For the purpose of this clause the parties adopt the comments detailed in clause 12(3).
- (21) Any dispute concerning the parties' obligations under this clause shall be dealt with in accordance with the Dispute Resolution Procedures (clause 28).

Union and Employer Working Parties

During the term of this agreement, the Employer will form the Working Parties in accordance with Schedule 5 of this agreement.

Classification Structure

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

Executive Class

Principal Class

- principal
- assistant principal
- liaison principal

Teacher Class

- highly accomplished teacher
- leading teacher
- classroom teacher

Paraprofessional Class

Education Support Class

- (2) Movement from any classification level to any higher classification level will be by promotion.
- (3) Agreed performance and development processes (which appear as Schedule 6 to this agreement) will apply for salary progression purposes.

(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.

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 remuneration ranges as follows:

- range 5
- range 4
- range 3
- range 2
- range 1

(ii) One classification of assistant principal with four remuneration ranges as follows:

- range 4
- range 3
- range 2
- range 1

(iii) One classification of liaison principal with five remuneration ranges as follows:

- range 5
- range 4
- range 3
- range 2
- range 1

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

Remuneration range	Minimum School Budget			
	2016	2017	2018	2019
1	\$0	\$0	\$0	\$0
2	\$978,883			
3	\$1,696,729			
4	\$3,959,038			
5	\$9,854,081			
6	\$17,759,453			

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

- the Department’s superannuation contribution
 - WorkSafe premium
 - Locally raised funds.
- (c) The budget parameters used to determine the classification level will be adjusted annually to take account of budget increases which do not add to the work value of a principal position (such as increases in the funded salary average, utility and cleaning costs and general wage increases). During the life of this agreement this adjustment will be 5% per annum.
- (d) Principal class employees will be paid the total remuneration (salary plus superannuation) specified in Schedule 1 for their remuneration range.

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.

Remuneration review

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

Remuneration on transfer or promotion

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

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

Performance Assessment

- (7) (a) The performance of a principal class employee will be assessed annually using an agreed performance and development processes (which appears as Schedule 6 to this agreement).
- (b) The remuneration progression cycle is common to all principal class employees commencing on 1 May each year and concluding on 30 April in the following year. A performance assessment will be undertaken at the end of the school year.
- (c) A principal class employee with less than six months eligible service at a particular remuneration level in any particular progression cycle will not be eligible for remuneration progression.
- (d) Where the requirements for salary progression are not met, salary progression will not occur for that progression cycle provided that the principal class employee has been:
- (i) notified in writing of:
- the standards of performance that are expected;
 - the areas of the principal'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 and support to enable improvement in performance to the required standard.
- (e) If the notice under sub-clause (d)(i) is issued on or after 1 February salary progression in that cycle must be granted.
- (8) (a) When it is considered that a principal class employee's performance is unsatisfactory, the unsatisfactory performance procedures set out in Schedule 4 should be implemented.
- (b) Notwithstanding sub-clause (7), a principal class employee is not eligible for remuneration progression during any period that a principal class employee is the subject of unsatisfactory performance procedures.

General

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

Teacher Class

- 16 (1) The teacher class will comprise the following classifications:
- highly accomplished teacher
 - leading teacher
 - classroom teacher
- (2) Teachers will be paid the salaries specified in Schedule 1.

- (3) (a) Subject to sub-clause (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.
- (b) Agreed performance and development processes (which appear as Schedule 6 to this Agreement) will apply for salary progression purposes.
- (c) The salary progression cycle is common to all teachers commencing on 1 May each year and concluding on 30 April in the following year. A performance review will be undertaken at the end of the school year.
- (d) Notwithstanding sub-clauses (f) and (g), a teacher with less than six months eligible service at a particular salary subdivision in any particular progression cycle will not be eligible for salary progression. Approved teaching experience gained whilst absent on leave without pay is included as eligible service in any particular progression cycle.
- (e) 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			
	2016	2017	2018	2019
1 November	\$0			
1 December	\$974			
1 January	\$779			
1 February	\$584			
1 March	\$390			
1 April	\$195			

- (f) Where the requirements for salary progression are not met, salary progression will not occur for that progression cycle provided that the teacher has been:
- (i) notified in writing of:
- the standards of performance that are expected;
 - the areas of the teacher’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 and support to enable improvement in performance to the required standard.
- (g) If the notice under sub-clause (f)(i) is issued on or after 1 February salary progression in that cycle must be granted.
- (h) A teacher may be considered for accelerated salary progression within their school in accordance with procedures determined by the Employer.
- (4) (a) When it is considered that a teacher’s performance is unsatisfactory, the unsatisfactory performance procedures set out in Schedule 4 should be implemented.
- (b) Subject to the notice requirements set out in sub-clauses (3)(f) and (g), and notwithstanding sub-clauses (3)(a) to (e) and (3)(h), a teacher is not eligible for salary progression during any period that a teacher is the subject of unsatisfactory performance procedures.
- (5) At the expiration of a leading teacher’s appointment the employee will become a classroom teacher at salary subdivision 1-9 unless:
- (a) their appointment as a leading teacher is renewed; or
- (b) the leading teacher is selected for transfer or promotion to another position on or before the effective date of the expiration of the term of appointment to a leading teacher position. Provided that where the expiration of the term of appointment occurs at the end of a school term and the transfer or promotion does not take effect until the commencement of the following school term the person will be paid at the leading teacher level during that school vacation period.

Commencement salary on employment

- (6) For the purposes of this clause "**approved teaching experience**" means completed years of full time or equivalent full time teaching experience approved by the Employer and gained subsequent to completion of an approved course of teacher training.
- (7) Unless otherwise determined by the Employer, a leading teacher will commence employment at the minimum salary level specified for leading teacher in Schedule 1.
- (8) The commencing salary on employment as a classroom teacher will be determined in accordance with sub-clause (a), (b) or (c), whichever results in the higher commencing salary as follows:
 - (a) subdivision 1-1 for a classroom teacher 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 their most recent employment as a teacher in the Teaching Service. Provided that where the salary in the former employment in the Teaching Service was determined incorrectly or is inconsistent with normal salary progression for a classroom teacher, the teacher's commencing salary will be determined in accordance with sub-clause (c); or
 - (c) salary subdivision 1-1 plus a salary subdivision for each year of approved teaching experience up to a maximum of subdivision 1-9. Provided the salary determined cannot be higher than the salary determined under sub-clause (b) except where the teacher has gained approved teaching experience subsequent to their last date of separation from the Teaching Service.
- (9) Notwithstanding sub-clauses (7) or (8), the Employer may determine that a teacher will commence at a subdivision other than the minimum.
- (10) The commencing salary determined in accordance with sub-clause (9) cannot be less than the salary determined under sub-clause (7) or (8), and cannot exceed the maximum salary specified in Schedule 1 for the relevant classification of teacher.

Salary on Promotion or Transfer

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

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) (a) Subject to sub-clause (a), 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.
- (b) Agreed performance and development processes (which appear as Schedule 6 to this Agreement) will apply for salary progression purposes.
- (c) The salary progression cycle is common to all paraprofessionals commencing on 1 May each year and concluding on 30 April in the following year. A performance review will be undertaken at the end of each school year.
- (d) Notwithstanding sub-clauses (e) and (f), a paraprofessional with less than six months eligible service at a particular salary subdivision in any particular progression cycle will not be eligible for salary progression.
- (e) Where the requirements for salary progression are not met, salary progression will not occur for that progression cycle provided that the paraprofessional has been:
- (i) notified in writing of:
- the standards of performance that are expected;
 - the areas of the paraprofessional'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 and support to enable improvement in performance to the required standard.
- (f) If the notice under sub-clause (e)(i) is issued on or after 1 February salary progression in that cycle must be granted.
- (g) A paraprofessional may be considered for accelerated salary progression within their school in accordance with procedures determined by the Employer.
- (4) (a) When it is considered that a paraprofessional's performance is unsatisfactory, the unsatisfactory performance procedures set out in Schedule 4 should be implemented.
- (b) Subject to the notice requirements set out in sub-clauses (3)(e) and (f), and notwithstanding sub-clauses (3)(a) to (d) and (3)(g), a paraprofessional is not eligible for salary progression during any period that a paraprofessional is the subject of unsatisfactory performance procedures.

Commencement salary on employment

- (5) (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 vacancy will be offered employment at either salary range 3 or 4
- as determined by the Employer having regard to the role and responsibilities the paraprofessional will undertake.
- (b) Unless otherwise determined by the Employer, a paraprofessional will commence employment at the minimum salary level specified in Schedule 1 for the relevant paraprofessional salary range.
- (c) Notwithstanding sub-clause (b), the Employer may determine that a paraprofessional will commence at a subdivision other than the minimum.
- (d) The commencing salary determined in accordance with sub-clause (c) cannot be less than the salary determined under sub-clause (b), and cannot exceed the maximum salary specified in Schedule 1 for the relevant salary range.
- (e) Paraprofessionals may be paid on an hourly basis when required to undertake teaching and other duties carried out as overtime.

Salary on Promotion or Transfer

- (6) 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.
- (7) On transfer a paraprofessional will be paid at their current salary subdivision provided that:
 - (a) the salary of a paraprofessional whose salary has been accelerated in accordance with sub-clause (3)(g) 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.
- (8) The salary determined in accordance with sub-clause (6) or (7) cannot exceed the maximum salary of the position.

Salary range review

- (9)
 - (a) A paraprofessional may request, or the Employer may initiate, a review of a paraprofessional's salary range. Any such request must be in writing.
 - (b) A review arising under sub-clause (a) will be conducted in the context of any changes to the work value of the position and the performance of the employee and where practicable the employee will be advised in writing 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. In the event that an employee's review reflects that the employee has been paid a lower salary range, the Employer will back-pay the education support class employee for the work undertaken at the higher level.
 - (d) 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 (6).

Education Support Class

- 18 (1) The education support class will comprise the following classifications:
 - (a) Education support Level 2 with one salary range (range 6);
 - (b) Education support Level 1 with 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 3 and education support class employees will be paid the salary specified in Schedule 1 for their salary range.
- (3)
 - (a) Subject to sub-clause (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.
 - (b) Agreed performance and development processes (which appear as Schedule 6 to this Agreement) will apply for salary progression purposes

- (c) The salary progression cycle is common to all education support class employees commencing on 1 May each year and concluding on 30 April in the following year. A performance review will be undertaken at the end of each school year.
 - (d) Notwithstanding sub-clauses (e) and (f), an education support class 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.
 - (e) Where the requirements for salary progression are not met, salary progression will not occur for that progression cycle provided that the education support class 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 and support to enable improvement in performance to the required standard;
 - (f) If the notice under sub-clause (e)(i) is issued on or after 1 February salary progression in that cycle must be granted.
 - (g) An education support class employee may be considered for accelerated salary progression within their school in accordance with procedures determined by the Employer.
- (4) (a) When it is considered that an education support class employee's performance is unsatisfactory, the unsatisfactory performance procedures set out in Schedule 4 should be implemented.
- (b) Subject to the notice requirements set out in sub-clause (3)(e) and (f), and notwithstanding sub-clauses (3)(a) to (d) and (3)(g), an education support class employee is not eligible for salary progression during any period that an education support class employee is the subject of unsatisfactory performance procedures.

Salary on Commencement of Employment

- (5) 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;
 - (ii) where the salary in the prior employment was determined incorrectly or is inconsistent with normal salary progression for an employee, the commencement salary will be determined at the minimum salary subdivision of the relevant classification and salary range as stated in Schedule 1 plus an additional salary subdivision for each year of satisfactory prior employment at or above the relevant salary range;
 - (c) the commencing salary determined under sub-clauses (a) and (b) cannot exceed the maximum salary specified in Schedule 1 for the relevant classification or salary range.

Salary on Promotion or Transfer

- (6) 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.
- (7) On transfer an education support class employee will be paid at their current salary subdivision provided that:
 - (a) the salary of an employee whose salary has been accelerated in accordance with sub-clause (3)(g) 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.
- (8) The salary determined in accordance with sub-clause (6) or (7) cannot exceed the maximum salary of the position.

Salary range review

- (9)
 - (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 in writing 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. In the event that an education support class employee's review reflects that the employee has been paid a lower salary range, the Employer will back-pay the education support class employee for the work undertaken at the higher level.
 - (d) 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 (6).
 - (e) The work value of a position will be determined in accordance with the Dimensions of Work as set out in Schedule 3.

Casual employment

- (10) A person employed on a casual basis within the education support class will be paid an hourly rate derived from the full-time salary applying to the minimum salary subdivision of their salary range, 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.

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 administrative costs and 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 sub-clause (2) are authorised in accordance with this agreement if permitted in writing by the employee.
 - (4) Sub-clause (3) applies to deductions made from an employee's salary on or after the date this agreement commences operation regardless of whether the written permission referred to in that clause is given before or after this agreement commences operation.
 - (5) For the avoidance of doubt, deductions made by the Employer for the Notebooks for Teachers and Principals Program (or any successor program) are not authorised by this agreement.

Allowances

Special payment

- 20 (1) A special payment may be paid to an 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. Where the employee is a teacher such payments will operate irrespective of the classification level and salary range of the teacher;
 - (b) as an attraction and/or retention incentive;
 - (c) who is directly responsible for managing or co-ordinating the implementation of a DET initiative
- (2) The minimum annual amount of a special payment is \$1,000. 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 sub-clause (1) on a fortnightly basis who is absent on personal leave with pay, will continue to receive the special payment during the period of personal leave for up to one month or until the expiration of the special payment, whichever is the earlier.
- (4) An employee who has been in receipt of a special payment on a fortnightly basis for a continuous period of 12 months immediately prior to the commencement of paid leave (including personal leave) and would have continued to receive the special payment but for their 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) (i) Subject to sub-clause (iii), 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.
- (ii) Employees with part time service during the relevant year will be paid a pro-rata salary loading allowance based on the aggregate of the employee's paid service over the twelve months preceding the date determined under sub-clause (i).
- (iii) An employee with less than a complete year of service will be paid a pro rata salary loading allowance based on the aggregate of the employee's service over the twelve months preceding the date determined under sub-clause (i).
- (iv) No payment will be made to an employee, other than an education support class employee, in respect of service prior to cessation of employment except where an employee dies or retires on account of age or ill-health.
- (v) An education support class employee will be paid pro rata salary loading allowance in respect of service prior to cessation of employment.
- (vi) For the purposes of sub-clause (iv) an employee is deemed to retire:
 - on account of age - if on or after attaining the age of 55 years the employee ceases to be employed;

- on account of ill health - if the employee produces to the Employer satisfactory evidence that 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 his/her position and is required to be available to provide first aid, will be paid the first aid allowance of \$1,000. Provided that a first aid allowance is not payable where first aid duties comprise 10% or more of an employee's normal duties.

Intensive care allowance

- (7) An education support class employee who is required to provide intensive attendant care, administer medical support or assist in the development of independent living skills for individual students or groups of students will be paid the intensive care allowance specified below:

Effective date	Intensive Care Allowance
Date of approval	\$339
1/11/2017	
1/11/2018	
1/11/2019	

Leave purchase allowance

- (8) Where an education support class employee attends for duty under sub-clauses 24(6)(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 leave accrued under clause 26(1)(b). Provided that the maximum amount of leave that may be purchased in any year is 228 hours.
- (9) An employee first appointed to either the principal class or appointed the principal of a school for the first time shall have an allowance paid of \$1,000.00 - \$2,400.00 dependent upon the remuneration range to which the employee is appointed.
- (10) A member of the principal class shall be granted up to six weeks paid leave with all necessary and reasonable expenses incurred, in order to participate in education-related professional development courses and activities.

Student teacher supervision allowance

The Employer will remit to the school amounts the Employer receives from higher education providers in respect of students placed at the school and supervised by employees at the school. The payments will be paid to supervising employees as an allowance.

Staffing

- 21 (1) (a) Schools must have the capacity to select the best available staff to meet the educational needs of students using the local selection arrangements determined by the Employer. Local selection arrangements provide the most effective way of matching the talents and career aspirations of employees with the specific needs of individual schools.
- (b) Employees may be employed full-time or part-time on either an ongoing or fixed term basis or on a casual basis (other than teachers and principals employed under sub-sections 2.4.3(1)(a),(b)&(ba) of the *Education Training and Reform Act 2006* (Vic)).
- (c) The parties recognise the importance of the Leading Teacher classification in terms of the leadership required in schools to deliver the school improvement agenda. To ensure that there are sufficient Leading Teachers to meet the succession planning requirements of the Employer, it is agreed that the Employer maintain a State-wide Leading Teacher profile of between 10% and 15%. The Employer will monitor numbers of Leading Teachers and provide a quarterly report to the Union. Where the State-wide profile of leading teachers falls below the desired level, the Employer and that Union will identify the causes underlying the reduction and develop strategies to increase the number of Leading Teacher positions. This may include intervening in schools where there has been a significant shift in the Leading Teacher profile.

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

Modes of employment

- (2) (a) The standard mode of employment in the Teaching Service is ongoing. However some fixed term or casual employment in the Teaching Service is ongoing. However some fixed term or casual employment of non-teaching staff 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 Teaching Service. Graduate teachers employed under the 'Graduate Teacher Program' will be employed on an ongoing basis.
- (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 on the basis of merit assessed in relation to the selection criteria of the position and otherwise in accordance with the Employer's legislative obligations including under equal opportunity and anti-discrimination laws.
- (c) Notwithstanding sub-clause (b):
- (i) Arrangements may be required that enable the movement of staff including staff rotation.
 - (ii) A person employed in response to an advertised fixed term vacancy may be offered one further period of fixed term employment, without advertisement of the position, provided the position continues to satisfy the criteria set out in sub-clause (d). The further period of fixed term offered under this sub-clause cannot be for a longer period than the period set out in the original advertised vacancy.
 - (iii) The Employer may appoint a person to a position on other grounds.
 - (iv) A person may be employed to an unadvertised fixed term vacancy of up to the duration of one school term in order to replace an employee who is absent on long service leave, with the approval of DET HR.
 - (v) The Employer, as the ultimate duty holder under occupational health and safety laws and anti-discrimination laws, is required to facilitate the transfer of Employees to other locations of work in order to enable them to work safely and in accordance with adjustments or arrangements required under anti-discrimination laws. Employees with priority status will be considered in isolation from and not in competition with other applicants and will be appointed on the basis of their suitability for the position.
- (d) Without limiting the generality of the following, employees will be employed ongoing except:
- (i) when an employee 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 an employee is employed for a fixed period of time to replace an employee during a parental absence the employee will be employed for seven years. Provided that where:
 - the employee absent on leave associated with a parental absence returns to duty or their period of fixed term employment expires, the replacement employee's employment may cease prior to the expiration of the seven years on the employee being provided with not less than twelve weeks' notice of termination.
 - the employee absent on leave associated with a parental absence is ongoing and does not return to duty at the school, the employee employed to replace the ongoing employee absent on leave associated with a parental absence will be offered ongoing employment subject to a probationary period in accordance with sub-clause (4);

- (iii) when a person is employed in an education support class position for a fixed period of time and such employment is specifically linked to Student Support Funding (or any successor program) for the purposes of supporting students with disability, the employee will be employed for seven years. Provided that, where the funding or comparable funding reduces or ceases, the employment may, following consultation with the union (including the provision of all relevant documents and information), cease prior to the expiration of the seven years on the employee being provided with not less than 12 weeks' notice of termination.
 - (iv) when an employee is employed for a fixed period of time to undertake a specific project for which funding has been made available in the school SRP for a specified period of time provided that the vacancy is to be advertised for the duration of that funding;
 - (v) where a fully qualified teacher is not available and a less than fully qualified teacher is employed for a fixed period of time, provided that such employment cannot exceed three years.
- (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, including but not limited to numbers of fixed term positions, reasons for fixed term and contract periods, both statewide and per school, will be provided to the union on a quarterly basis. The Employer agrees that, if more than 10% of a school's employees are engaged on a fixed term basis, at any given time, then the Employer will meet with the union to review the staffing arrangements at the school and implement arrangements to reduce the number of fixed term employees by converting their employment to ongoing employment.
- (f) The Employer must offer ongoing employment to any eligible employee without advertisement, where the capacity to do so exists or becomes available and for which the person is qualified, subject to a probationary period as set out in sub-clause (4).
- (g) For the purposes of sub-clause (f) an **"eligible employee"** means a fixed term employee employed continuously for longer than a complete school year inclusive of all school vacation periods:
- (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.

Management of employees with priority status

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

"employee with priority status" means an ongoing employee identified as excess to workplace requirements; an employee with compassionate transfer status; a former employee who is a disability retirement benefits pensioner and who is fit to return to work; or an employee who, for occupational health and safety reasons or reasons under anti-discrimination laws needs to be transferred to another school;

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

"medically unfit employee" means an employee who is unable to perform duties appropriate to the employee's classification because of physical or mental incapacity.

- (b) An employee with priority status is entitled to redeployment to any position at or below their current classification level and salary range. Redeployment must take appropriate account of the employee's current skill level and experience. All reasonable efforts must be made by the employer to place employees with priority status in suitable alternative positions. In addition an ongoing employee identified as excess to workplace requirements will be provided with dedicated redeployment/career transition support external to the school.

- (c) An education support class employee with redeployment status is entitled to redeployment to any position at or below their current classification level and salary range, for a minimum of 12 weeks (excluding any periods of school holidays) prior to the expiration of the employee's fixed period of employment. Redeployment must take appropriate account of the employee's current skill level and experience.
- (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, from the date the employee was declared excess.
- (e) A medically unfit employee may, by agreement with the employee, be transferred to any position at or below their current classification level and salary range. Redeployment must take appropriate account of the employee's current skill level and experience. An employee will not be redeployed unless there is no suitable vacant position at the employee's substantive classification level and salary range.
- (f) In considering any proposed transfer under this clause, the employee may be represented by the union or other employee representative.
- (g) An employee identified as excess to workplace requirements will have their scheduled duties reduced by 20% in order to allow the employee to search for suitable alternative positions and obtain redeployment/career transition support.
- (h) The Employer will only identify employees as being excess to workplace requirements in either Term 1 or Term 4.
- (i) Employees identified as excess due to school closures will be regarded as an employee with priority status and will have redeployment and training opportunities for a period of no less than two years from the date of the school closure.

Probation

- (4) (a) The employment of a person on an ongoing basis is subject to a probationary period of not exceeding six months (or such lesser period as the Employer determines whether generally or in any particular case or class of cases).
- (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 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 15(7), 16(3), 17(3) and 18(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 and classroom teachers are set out in Schedule 2.
 - (2) Class size, preparation and high quality content, correction and assessment are major factors impacting on improving instructional practice. Teachers should have the opportunity to perform all of their duties within a reasonable timeframe and have fair and reasonable conditions and students should have ready access to their teachers. In this context, the work allocated to a teacher should, as far as practicable, provide for an equitable distribution of work across all teachers in the school.
 - (3) Teaching and learning is a complex process. Numerous factors contribute to this process including:
 - (a) face-to-face teaching;
 - (b) preparation, correction, assessment, meetings, student supervision, reporting and organisational duties;
 - (c) the implementation of government education initiatives and curriculum development;
 - (d) class size, curriculum mix, range of ability and age of students, demands and behaviours of those students, resources available and facilities;
 - (e) school camps, concerts, excursions and after school sport;
 - (f) the mentoring of classroom teachers at salary range 1 in their first 12 months of teaching.
 - (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) 18 hours per week for a secondary school teacher or 16 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. Each secondary teacher is entitled to time equivalent to 50% of their face-to-face teaching load for preparation and correction.
 - (ii) 18 hours per week for a primary school teacher (including supervision of lunch eating sessions). Each primary teacher is entitled to five hours per week free of assigned duties in no less than thirty minute blocks.
 - (iii) At least two hours (primary) and 50% (secondary) of the time allocated in sub-clauses (i) and (ii) must be at the professional discretion of the individual teacher.
 - (iv) 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.
 - (c) the provisions of sub-clause (4)(b) operate to the exclusion of any other provisions regulating face-to-face teaching.
 - (d) In light of the responsibilities involved in the performance of (3)(a)-(e) outlined above, the principal will not insist or direct that the tasks listed below, are to be performed by teachers.
 - (i) packing, stocktaking and moving equipment and furniture;
 - (ii) cleaning and maintenance of facilities, furniture and equipment;
 - (iii) procurement of resources, including ICT;
 - (iv) weekend events and weekend professional learning;
 - (v) any administrative duty that is not reasonably incidental to the efficient discharging of the teacher's professional duties and responsibilities.
 - (vi) peer observations, unless otherwise agreed with the individual teacher.

- (5) Within the limits set out in sub-clause (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) (ii).
 - (b) In secondary schools, the allocation of the face-to-face requirements of a teacher must not exceed the limits set out in sub-clause (4)(b) (i).
 - (c) Notwithstanding sub-clauses (5) and (8), the work of teacher librarians, MARC/MACC teachers, visiting teachers, instrumental music teachers may be varied at the school through the consultative process with the agreement of the teacher(s) to meet the particular circumstances of that school or network of schools.
- (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 two years of teaching must 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 two years. Accordingly, the face-to-face duties of a classroom teacher in:
- (i) their first 12 months shall be reduced by at least 10%; and
 - (ii) in their second year shall be reduced by 5%,
- over the school week consistent with the allocation of duties at the school determined in accordance with sub-clauses (5) and (8).
- If a teacher is requested to act as mentor for a classroom teacher who is in their first two years, including for provisionally registered teachers, the principal, as the Employer's representative, must ensure that the mentor is provided equal reduction in face-to-face duties as their mentee.
- (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 sub-clause (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), the maximum allocation of extras to a teacher is 21 fifty minute periods per year (or equivalent).
- (8) 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. In the distribution of other duties, the following factors are to be taken into account:
- (a) as far as practicable, the equitable distribution of other duties within the school;
 - (b) the relative importance of the various duties to be undertaken;
 - (c) the time required to perform the duty;
 - (d) the range and frequency of tasks to be performed;

- (e) the classification, salary range, qualifications, training and experience of the teacher; and
 - (f) the preparation and correction requirements.
- (9) 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.
- (10) Arrangements for student supervision prior to the commencement of this agreement will apply, provided that no employee can be required to do more than 45 minutes of scheduled student supervision.

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 special payment (if any) applicable for each organisational duty.
- (c) Once this is determined, teaching staff should 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 for identifying the most suitable applicant for each organisational duty using a selection panel in accordance with the Employer's merit-based selection process taking into account the requirements of the organisational duty and the qualifications and experience of each applicant.
- (e) The principal, as the Employer's representative, will determine the successful applicant for each organisational duty having regard to the outcome of the merit-based selection process and will offer the organisational duty to that applicant.
- (f) A successful applicant may decline the offer made under sub-clause (e).
- (g) Should any organisational duty remain unfilled following the process set out in sub-clauses (a) to (f) the principal, as the Employer's representative, can allocate that duty to any teacher (including a teacher who has declined an offer under sub-clause (f) provided the duty is consistent with the roles and responsibilities that can be required of that teacher and any applicable time release and/or special payment is provided, as determined in sub-clause (b).

Teaching and Learning Assistants

- (12) The Employer will employ one Teaching and Learning Assistant for every 5 EFT teachers to support the work of teachers.

Secondary Teaching Units (STU)

- (13) STU shall be managed as state-wide resources and the DET shall provide additional funding to significantly increase the number of STU. Each STU shall have a Leading Teacher position that is funded by the Region.
- The accepted teacher/student ratio for an STU shall be 1:2 and such units shall have a minimum of 4 teaching staff.
- The teacher/student ratios and the physical setting must ensure that health and safety issues are able to be met.
- Each STU shall have its own budget, administered by, but separately identifiable to that of the host school.
- Each STU shall have access to a minimum of a 0.2 educational psychologist or social worker, as determined by the needs of the Unit.

Teacher Librarian Conditions

- (14) (a) The primary function of the library is the provision of information services, teaching of information and ICT literacy to staff and students and to support literacy (programs), particularly through the promotion of literature. The Library Program supports or underpins the school's curriculum and consequently schools are encouraged to provide a full library service. Such service must be conducted under the direction of a qualified teacher librarian.

It is recognised by the parties to this agreement that there is an extensive administrative and organisational workload attached to the delivery of library services in both primary and secondary schools and this is related to the number of students enrolled at the school. To this end, teacher librarians may be given scheduled duties of up to 18 hours per week. These scheduled duties are inclusive of extras, pupil supervision and administrative and organisational workload attached to the delivery of library services in any school.

- (b) School libraries must be staffed by fully trained teacher librarians.

Principal Work

- (15) (a) The Employer, recognising that principal class employees face particular workload pressures, undertakes that principal class employees will be provided with sufficient resources, time allowances and support to enable them to perform their duties. Such support may include but should not be limited to technical and administrative support in dealing with a range of workload matters including student welfare and responding to parental concerns.

- (b) During the life of the agreement, the AEU and the Employer will establish a Principal Class Employee Workload committee to monitor and evaluate the work pressures of principal class employees and to make recommendations to ameliorate excessive workload pressures.

- (c) The Employer will employ an Executive Assistant to support the work of each principal.

Excessive or Unreasonable Work

- 23 (1) Having regard, in particular, to the Employer's obligations under occupational health and safety laws, an employee, who considers their work to be excessive, unreasonable within the terms of this agreement or otherwise unsafe, may if the matter is not resolved at the school:
- (a) refer the matter for resolution in accordance with clause 28 to examine the factors affecting their work to determine whether the work is excessive or 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

24 *General*

- (1) Ordinary hours of work for full-time employees are 76 hours a fortnight.
- (2) An employee employed part time is employed to work an agreed number of regular hours less than 76 per fortnight.
- (3) Unless otherwise provided for in this agreement, attendance requirements are subject to the consultative provisions of this agreement.

Teachers

- (4) (a) Unless otherwise agreed between the principal, as the Employer's representative, and a teacher, a teacher will be in attendance for a minimum of seven hours daily commencing no less than ten minutes before the morning pupil instructional session.

- (b) Unless otherwise agreed in accordance with the consultative provisions of this agreement, a schedule of meetings will be drawn up for the school year, using the consultative provisions of this agreement, which may require teachers to attend meetings of up to two hours per week in addition to the attendance requirements set out in sub-clause (a), provided that meetings will be held adjacent to the normal 7 hour school day and will be no longer than one hour.
 - (c) A teacher may be required to carry out other duties for up to one hour in addition to the attendance requirements set out in sub-clauses (a) and (b) above, free from assigned duties, for personal planning purposes.
- (5) Within the daily hours of attendance, teachers are entitled to a lunch period of not less than thirty minutes free from assigned duties between 11:30am and 2:30pm.

Education Support Class

- (6) (a) (i) The ordinary hours of work of an education support class employee will be attendance for 7.6 hours daily (38 hours per week) between 8 a.m. and 6 p.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 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 sub-clause (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, who must be either a Principal or ES Range 4 and above.
- (v) In addition to sub-clause (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 leave specified in clause 26(1)(b). Provided that, unless otherwise agreed, an employee working more than the former 48/52 model of employment on the date this agreement commences to operate, will be paid the leave purchase allowance specified in clause 20(8) to reflect the employee's leave arrangements immediately prior to the commencement of this agreement.
- (vi) Notwithstanding sub-clauses (ii) and (v) a position may be advertised that requires attendance during any or all of the additional leave specified in clause 26(1)(b). Provided that, where a position which ordinarily requires attendance for all of the additional leave specified in clause 26(1)(b), including student support services positions, 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 sub-clauses (ii) to (vi) will be paid the leave purchase allowance specified in clause 20(8) for attendance during any or all of the additional leave set out in clause 26(1)(b) and the additional leave entitlement reduced accordingly. The maximum period of attendance under sub-clauses (ii) to (vi) in any one year is 228 hours (30 days) in total.
- (b) An education support class employee and the Employer may agree on the arrangement of ordinary hours of attendance, including but not limited to:
- (i) daily starting and finishing times;
 - (ii) the time and duration of meal breaks;
 - (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.
- An employee and the Employer may agree to vary these arrangements at any time.

- (7) An education support class employee cannot be required to work more than five hours without a meal break of a minimum duration of 30 minutes. Meal breaks are paid, free from assigned duties and taken between 11:30am and 2:30pm.
- (8) An education support class employee's attendance at a court as a Crown witness or under subpoena or summons in their official capacity will be treated as duty for salary purposes subject to presentation of evidence that the employee attended the court.

Time-in-Lieu

- (9) (a) The Employer may require an employee to work in excess of the employee's normal hours of work where such work is unavoidable and reasonable notice is provided and having regard to the following: any risk to employee health and safety from working the additional hours; employee's personal circumstances, including family responsibilities; the needs of the workplace or enterprise in which the employee is employed; whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours; any notice given by the employee of their intention to refuse to work the additional hours; the usual patterns of work in the industry, or the part of an industry, in which the employee works; the nature of the employee's role, and the employee's level of responsibility; and any other relevant matter). All work required in excess of an employee's normal weekly hours of work must be documented by the Employer.
- (b) An 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 will not unreasonably refuse such a request.
- (c) (i) An 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 employee's normal hours of work 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 employee.
- (iv) As an alternative to time in lieu, the Employer and the employee may agree to payment for time in lieu owed at the employee's normal rate of pay.
- (d) Unless otherwise agreed between the Employer and the employee, where time in lieu remains outstanding from the previous school year, at the 30 June of the following school year the employee may elect to:
 - (i) take time off equivalent to the time owed, commencing immediately; or
 - (ii) request payment at their normal rate of pay plus 50% for the additional time worked in the case of an education support class employee;
 - (iii) request payment at their normal rate of pay for the additional time worked in the case of other classes of employee.

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 however the employee and the Employer may agree to a future dated time fraction increase, at the time of the reduction, or at a later time, and this agreement must be confirmed 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 parent-teacher meetings on days other than normal days of attendance.
- (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) A teacher 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 teacher will take all reasonable steps to ensure the timing of any release under sub-clause (a) occurs at a time that avoids or minimises the need to provide a replacement employee during the period of release.
- (c) Any release under sub-clause (a) will be regarded as authorised duty for the purposes of clause 27 (provision of work tools and reimbursement of expenses).

Pupil Free Days

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

In addition, school councils will have flexibility to approve additional pupil free days for local needs/circumstances.

Class Size

- 25 (1) The principal, as the Employer's representative, will use the consultation provisions of this agreement when considering 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) (a) Subject to sub-clauses (b) and (c), class size will be a maximum of 20 students in P to 12.
 - (b) Practical class size: maximum of 18 students
 - (c) Specialist schools: maximum class size of 10 students
 - (d) SDS: maximum class size of 7 students

Practical class sizes

- (4) (a) Schools are required to provide and maintain, so far as is practicable, a working environment that is safe and without risks to health.
- (b) Schools should plan for the minimum practical class sizes possible given available resources. Practical class sizes should be determined having regard to the nature of the activities, the nature of the equipment used, the maturity and competence of the students, the capabilities of the teacher to provide expert supervision, facilities, the nature of work and the amount of practical work assessment before the class size is determined.
- (c) A practical class includes a subject or course where the use of equipment and/or material of a potentially dangerous nature is involved and/or a class in which students are undertaking manual or other tasks requiring greater individual supervision of the classroom activity.

English as an Additional Language classes

- (5) Schools should plan for the minimum *English as an Additional Language* class sizes possible given available resources, the educational needs of the students and the total teaching program and must not, in any case exceed 12 students.

Leave

26 For the purposes of this clause:

- **“immediate family”** includes spouse or a former spouse of the employee and child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee;
- **“medical certificate”** means a certificate from a health practitioner within the meaning of the Health Practitioner Regulation National Law;
- **“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 calendar year of service accrued at the rate of one twelfth of the annual entitlement for each completed month of service.
 - (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 24(6)(vii).
 - (c) Employees will take annual leave at such times as the Employer determines provided that the wishes of the employee concerned will be taken into consideration as far as practicable.
- (2) An employee who becomes ill or injured during a period of leave under sub-clause (1) and subject to satisfying the requirements of sub-clause (3), may be granted personal leave and have the relevant period re-credited to their entitlement under sub-clause (1).

Personal Leave

- (3) Personal leave may be accessed in the event an employee is absent:
 - (a) due to personal illness or injury; or
 - (b) for the purposes of caring for an immediate family, household member or close personal friend who is sick or injured and requires the employee’s care or support or who requires care or support due to an unexpected emergency.
- (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 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 their 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 sub-clause (7) and unless otherwise approved by the Employer:
- (a) up to 38 hours (five days for a full time employee) personal leave in aggregate may be granted in any one year without production of a required document subject to any one continuous absence not exceeding three days;
- (b) notwithstanding sub-clause (a), the Employer may require an application for personal leave to be supported by a required document where:
- (i) the absence occurs immediately before or after a school vacation period or a public holiday;
 - (ii) the Employer has occasion to doubt the authenticity of an illness or injury or the reason for absence.
- (9) Where personal leave is granted without the production of a required document in circumstances not covered by this clause such leave will be without pay unless otherwise approved by the Employer.
- (10) (a) Subject to sub-clauses (7) and (8), a casual employee is entitled to not be available to attend work, or to leave work:
- (i) if they need to care for members of their immediate family or household who are sick or injured and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) upon the death in Australia of an immediate family or household member.
- (b) The Employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this sub-clause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.
- (11) (a) Where the Employer reasonably believes that an employee's state of health may make him or her a danger to other employees or persons at the workplace, the Employer may require the employee to absent himself or herself from duty on personal leave until a medical practitioner approved by the Employer examines the employee and provides a report to the Employer.
- (b) 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.
- (c) If the medical report discloses that the employee is fit for duty, the personal leave debited as a result of a direction under this clause will be restored and the employee repaid any salary or wages lost as a result of the direction under sub-clause (a).

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

Accident compensation leave

- (13) (a) If an employee sustains personal injury arising out of or in the course of, the employee’s employment in circumstances which under the *Accident Compensation Act 1985 (Vic)* requires the Employer to notify the Accident Compensation Commission of such injury, and the Employer or Commission admits liability to make weekly payments for injury or the Accident Compensation Commission or Tribunal orders that weekly payments be made, 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 *Accident Compensation Act 1985 (Vic)* during the 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 *Accident Compensation Act 1985 (Vic)*.

Infectious Diseases

- (14) (a) Where a medical practitioner approved by the Employer certifies that an employee has contracted an illness as a direct result of exposure to a prescribed infectious disease (other than poliomyelitis, or pulmonary tuberculosis or infectious hepatitis) during the course of the employee’s duties, the employee may be granted up to three months leave with full pay without deduction from the employee’s personal leave credits for the period the employee is unfit for duty.
- (b) Where a medical practitioner approved by the Employer certifies that an employee has contracted poliomyelitis, pulmonary tuberculosis or infectious hepatitis as a direct result of exposure during the course of the employee’s duties, the employee may be granted up to six months leave with full pay and six months leave on half pay. Any leave so granted in excess of the employee’s personal leave credits will not be regarded as a debit against the employee. On resumption of duty, such employee will be entitled to a total initial personal leave credit of not less than 182.4 hours (24 days for a full time employee).
- (c) If an employee’s duties expose him or her to the risk of contracting an infectious disease and a medical practitioner 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 unable to attend work, the employee may 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 five days may be granted to an employee on the occasion of the death of a member of the employee’s family or household and close friends.
- (b) Leave, with or without pay, in excess of that specified in sub-clause (a) may be granted if the Employer is satisfied that five days is inadequate.

Leave for jury service

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

Absence for Parental Purposes

- (17) (a) An employee is entitled to be absent from duty for up to a total of seven years following, or in conjunction, with the birth, adoption or otherwise becoming the legal parent of one or more children comprising one or more of the following forms of leave:
- Maternity leave
 - Other paid parental leave
 - Partner leave
 - Family leave without pay being that portion of a parental absence not covered by paid leave
 - Paid leave accrued under sub-clauses 26(1)(a) or (b) with respect to education support class employees
 - Long service leave
- (b) Any period of long service leave granted during a parental absence will extend the maximum period of parental absence available under sub-clause (a).
- (c) Subject to sub-clause (d), a parental absence may commence at any time after an employee submits satisfactory medical evidence that she is pregnant or, in any other case, at any time after the birth or adoption of the child.
- (d) Unless otherwise approved by the Employer, an employee who is pregnant is required to absent herself from duty for the period:
- (i) six weeks before the expected date of birth of her 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 her child.
- (e) The Employer must permit an employee to attend for duty during any part of the period stated in sub-clause (d) provided that:
- (i) the employee will be fit to perform their normal duties for the relevant period (proof of which is to be by medical certificate supplied by the employee); and
 - (ii) the attendance sought by the employee is at a time employees ordinarily attend for duty.
- (f) A particular parental absence cannot extend beyond the seventh birthday of the child for whom the absence has been granted provided that:
- (i) the absence may be extended if this is necessary to permit resumption on the first school day of the following term;
 - (ii) the Employer may allow an employee a further parental absence in the event of any subsequent pregnancy;
 - (iii) the absence in respect of an adopted child can be extended beyond the seventh birthday of the adopted child up to a maximum of seven years or the sixteenth birthday of the adopted child whichever occurs first.
- (g) Excluding other paid parental leave and partner leave, only one parental absence may be approved for a particular child (or children in respect of a multiple birth) which must be a continuous absence. Provided that where two employees are eligible to be absent under this clause in conjunction with the birth, adoption or otherwise becoming the legal parent of the same child (or children in respect of a multiple birth):
- (i) each employee is entitled to a parental absence of seven years;
 - (ii) only one parental absence may be taken per employee per child;

- (iii) excluding other paid parental leave and partner leave, or unpaid concurrent leave of three weeks in accordance with the *National Employment Standards*, both employees may not be absent at the same time and the absences must be contiguous.
- (h) 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 may elect to return to duty following a parental absence on a part-time basis until the child (or any subsequent child) reaches school age to assist the employee in reconciling work and parental responsibilities.
 - (ii) Where an employee returns to duty on a part-time basis under this sub-clause that employee will revert to the time fraction she/he was working immediately prior to the commencement of the parental absence when the child (or any subsequent child) 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 her present work, the employee will, if there is an appropriate job available, be temporarily transferred to a safe job on the conditions attaching to that job for such period as is certified necessary by a registered medical practitioner.
 - (ii) An employee temporarily transferred to a safe job under sub-clause (i) is entitled to be paid not less than her 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 absent herself on leave for such period as is certified necessary by a registered medical practitioner.
- (k) An employee, who is pregnant may access paid leave to a maximum of thirty eight hours (five days for a full time employee), deducted from her personal leave entitlement, to attend routine medical appointments associated with that pregnancy, provided that she:
 - (i) provides a medical certificate certifying she is pregnant; and
 - (ii) provides a medical certificate for each appointment.
- (l) An education support class employee who is pregnant may access paid leave to a maximum of thirty five hours to attend routine medical appointments associated with that pregnancy, provided that she:
 - (i) provides a medical certificate certifying she is pregnant;
 - (ii) provides a medical certificate for each appointment; and
 - (iii) schedules appointments at times that minimise disruption to the school and/or the requirement to engage replacement staff for the period of her absence.
- (m) An education support class employee whose spouse or de facto spouse is pregnant may access paid leave to a maximum of 7.6 hours for the period of the pregnancy to enable their attendance at routine medical appointments associated with the pregnancy, provided that:
 - (i) the employee provides a medical certificate certifying their spouse is pregnant;
 - (ii) the employee provides a medical certificate for each appointment; and
 - (iii) appointments are scheduled at times that minimise disruption to the school and/or the requirement to engage replacement staff for the period of the absence.

- (n) Notwithstanding sub-clause (a), where the pregnancy of an employee terminates or results in a stillborn birth after more than 20 weeks, she 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.

Maternity leave

- (18) (a) An employee is entitled to maternity leave with or without pay for a continuous period of fourteen weeks commencing from the date the employee absented herself from duty under clause (17)(d) (including in respect of employees on maternity leave at the time of requiring maternity leave due to the birth of a subsequent child). Where the pregnancy of an employee terminates more than twenty weeks before the expected date of birth, the employee has no entitlement to leave under this sub-clause but may be eligible for personal leave under clause (5)(b) or to leave under section 80 of the *Fair Work Act*.
- (b) (i) An employee is eligible for paid maternity leave if she has had 26 or more weeks qualifying service within the 52 weeks immediately preceding the date the employee absented herself from duty under sub-clause (17)(d). The period during which an employee attends for duty within the periods specified by sub-clauses (17)(d)(i) and (ii) will not be included as part of the 26 weeks qualifying service.
- (ii) An employee may elect to extend the maternity leave period by up to twenty eight weeks and receive half pay during that extended maternity leave period.
- (iii) For the avoidance of doubt, an employee may elect to take a mixture of maternity leave paid at either the employee's full rate of pay or at half the employee's full rate of pay.
- (c) For the purposes of sub-clause (b) qualifying service means:
- (i) any duty as an employee other than any period of employment on a casual basis;
- (ii) any leave with pay approved by the Employer;
- (iii) any leave without pay approved by the Employer to count as qualifying service;
- (iv) any other service approved by the Employer to count as qualifying service.
- (d) While on maternity leave with pay an employee will be paid:
- (i) at the time fraction which she was working immediately before commencing maternity leave;
- (ii) at 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); and
- (iii) superannuation contributions at the employee's usual rate of contribution.
- (e) An employee who is eligible for paid leave under this sub-clause and sub-clause (13) in respect of a maternity leave absence is entitled to maternity leave with pay in accordance with this clause less the amount paid by way of weekly compensation under the *Accident Compensation Act 1985 (Vic)* and has no further entitlement to leave under sub-clause (13) during the maternity leave period.
- (f) (i) An ongoing employee, other than an education support class employee, whose period of paid maternity leave expires during a school vacation period is entitled to receive her 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.

Other paid parental leave

- (19) (a) An employee who:

- (i) is an approved applicant for the adoption of a child; or
- (ii) becomes the legal parent of a child (or children, as the case may be) under a surrogacy arrangement; or
- (iii) has the daily care and control of a child following:
 - the adoption by the employee of a child who is a relative of the employee; or
 - the employee becoming the legal guardian of a child; or
- (iv) becomes the primary care giver of a child (or children, as the case may be) in such other circumstances approved by the Employer

will be entitled, on submitting evidence of the date of placement of the child or the date the employee becomes the legal parent, to paid leave for fourteen weeks commencing on that date. The conditions for granting and payment of leave under this clause are the same as are specified in sub-clause (18).

- (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.
- (c) Where two employees apply for leave under this clause in respect of the same child (or children, as the case may be) each employee is entitled to leave with pay for four weeks commencing on the date of placement of the child or the date the employees become the legal parents of the child (or children, as the case may be).
- (d) (i) An ongoing employee, 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 her or his 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 clause expires is entitled to receive pay for the remainder of the period of fixed term employment.
- (e) An employee who is eligible for paid leave under this sub-clause and sub-clause (13) at the same time is entitled to paid leave under this sub-clause less the amount paid by way of weekly compensation under the *Accident Compensation Act 1985 (Vic)* and will have no further entitlement to leave under sub-clause (13) during that period.
- (f) If an employee, other than a casual employee, is granted custody of a child under the *Children, Youth and Families Act 2005 (Vic)* by the Children's Court or the Family Court, and the employee is the primary care giver of the child, the employee is entitled to two weeks paid leave at a time agreed with the Employer.

Partner leave

- (20) (a) An employee who submits satisfactory evidence that they has accepted responsibility for the care of a child (or children in respect of a multiple birth) will be granted leave with pay, at the rate the employee would have received but for the absence on partner leave, for up to 76 hours (ten days in respect of a full time employee), to care for such child (or children in respect of a multiple birth) and/or mother 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.
- (c) An employee who is eligible for paid leave under this sub-clause and sub-clause (13) in respect of a partner leave absence is entitled to partner leave with pay in accordance with this sub-clause less the amount paid by way of weekly compensation under the *Accident Compensation Act 1985 (Vic)* and will have no further entitlement to leave under sub-clause (13) during the partner leave period.

- (d) An employee is not eligible for paid leave under this clause if that employee is also eligible for leave under sub-clauses (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 their absence on leave.
 - (f) Subject to consultation, an employee may take long service leave on an hourly basis.

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 sub-clauses (a) or (b) must resume duty at the start of the school term following the expiration of the spouse leave.
 - (d) Notwithstanding sub-clauses (a) and (b), the Employer may approve such other period of leave and may approve more than one grant of leave in any three year period.

Sabbatical leave

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

Cultural and Ceremonial Leave

- (24) (a) The Employer may approve attendance during working hours by an education support class employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.
- (b) An employee of Aboriginal or Torres Strait Islander descent may be granted access to accrued long service leave or such other leave approved by the employer to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.
- (c) An employee of Aboriginal or Torres Strait Islander descent may be granted leave without pay for ceremonial purposes:
- (i) connected with the death of a member of the immediate family or extended family (provided that no employee will have an existing entitlement reduced as a result of this clause); or
 - (ii) other ceremonial obligations under Aboriginal and Torres Strait Islander law.

Public Holidays

- (25) (a) An employee (other than a casual employee) is entitled to holidays on the following days:
- (i) 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
 - (ii) 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
 - (iii) the second Monday in March (Labour Day)
 - (iv) Good Friday
 - (v) Easter Saturday
 - (vi) Easter Monday
 - (vii) 25 April (ANZAC Day) or any substitute day proclaimed by the State of Victoria.
 - (viii) the second Monday in June (Queen's Birthday)
 - (ix) The eve of Grand Final Day
 - (x) the first Tuesday in November (Melbourne Cup Day) or such other day as is appointed under section 8 of the *Public Holidays Act 1993 (Vic)* as a day in lieu of Melbourne Cup Day in a particular non metropolitan municipal district.
 - (xi) 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
 - (xii) 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.

Leave for union state councillors

- (26) Union state councillors will be given up to 2 days per term time release to attend union council meetings or alternative. Where staff replacement is required to enable the continuation of the program at the workplace the Department will provide any funding necessary for the replacement.

Leave to Attend Trade Union Training Courses

- (27) (a) An employee who has been nominated by a union and has been accepted by a training provider to attend a trade union training course shall be granted up to five days leave on full pay in any one calendar year to enable attendance.
- (b) The employee shall be granted the leave specified in sub-clause (a) provided that the course of training is likely to contribute to a better understanding of industrial/employee relations,

occupational health and safety, safe work practices, knowledge of award and other industrial entitlements and the upgrading of employee skills in all aspects of trade union functions.

- (c) 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 year and in the subsequent year not exceeding ten days.
- (d) An employee, upon election as a health and safety representative, shall be granted up to five days paid leave, as soon as practicable after election, to undertake an introductory health and safety representatives' course, having regard to course places and the Employer's operations. Leave under this provision must only be granted to an employee on one occasion and is additional to any other leave granted under sub-clause (25).
- (e) The grant of leave under sub-clauses (a) to (d) is subject to no additional cost to the Employer other than the paid leave. The Employer shall provide funding for replacement costs for employees attending trade union training, provided that the replacement costs do not exceed 195 days per annum (65 days per union).

Domestic violence leave

- (28) Best practice leave arrangements to be developed pending the findings of the Royal Commission into Family Violence and the State government's response to any recommendations.

Provision of Work Tools and Reimbursement of Expenses

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

Allowable expenses

- (6) Allowable expenses include:
 - (a) travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location; and
 - (b) expenses incurred in using private mobile and home phones in accordance with sub-clause (7); and
 - (c) expenses incurred in using private vehicles in accordance with sub-clause (8).

Private phone use

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

Private motor vehicle use

- (8) (a) An employee, required to use their private motor vehicle in the course of their employment, will be reimbursed for kilometre costs and any other motor vehicle 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.

Removal expenses

- (9) An ongoing employee who is required to relocate their residence owing to:
 - (a) promotion to an advertised vacancy;
 - (b) transfer following an official instruction;
 - (c) transfer to an advertised vacancy after having served for at least five years in the one school or location or at least four years in a school designated by the Employer as remote; or
 - (d) redeployment, as an excess employee

will be reimbursed expenses incurred for travel, meals, accommodation at the rates specified in sub-clauses (2) to (4) and the cost of removal of household and personal belongings by the most direct route in respect of the employee and his/her dependants including the cost of comprehensive insurance cover for those items whilst in transit, up to a maximum cover of \$45,000 or such higher amount approved by the Employer.
- (10) Unless otherwise approved by the Employer, an employee is not eligible for reimbursement of removal expenses under sub-clause (9) in the case of:
 - (a) a transfer arising from the request, fault, or misconduct of an employee; or
 - (b) relocation from place to place within Ballarat, Bendigo, Geelong or within the Melbourne metropolitan area.
- (11) Where more than one employee is eligible to be reimbursed removal expenses in respect of the one relocation, only one employee is entitled to be reimbursed removal expenses.
- (12) An employee promoted or transferred in circumstances provided in sub-clauses (9)(a), (b) or (d), other than an employee who is not entitled to be reimbursed under sub-clause (10), will be paid:
 - (a) a re-establishment allowance of:
 - (i) an employee without dependants - \$400; or
 - (ii) an employee with dependants - \$850

provided that, where more than one employee is eligible to be reimbursed removal expenses in respect of the same relocation, the total allowance paid under this sub-clause will not exceed \$850.
 - (b) the reasonable cost of stamp duty paid on purchase of a residence or land for the purpose of erecting a residence for their own permanent occupation at the new location provided that the employee:
 - (i) sells a residence at their old location;
 - (ii) enters into occupation of a residence at the new location within 15 months of the effective date of the promotion or transfer; and
 - (iii) provides satisfactory evidence of expenditure.
 - (c) Reimbursement under sub-clause (b) will not be made where the employee occupies a government residence at the new location.

- (13) An employee who owns a motor vehicle(s) that is used for transport to the new location will be reimbursed at the appropriate rate prescribed in sub-clause (8).

Dispute Resolution Procedures

- 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) The status quo shall prevail during the currency of a dispute.

Discussion of dispute

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

Internal process

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

Disputes of a Collective Character

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

Unresolved Disputes

- (14) If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and the steps set out in sub-clauses (1) to (13) have been taken, the dispute may be referred to the Fair

Work Commission for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the Fair Work Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

- (15) The decision of the Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

Electronic Communications

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

Flexible Work

- 30 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.

- (1) If:

- (a) any of the circumstances referred to in sub-clause (2) apply to an employee; and
- (b) the employee would like to change their working arrangements (including changes in hours of work, changes in patterns of work and changes in location of work) because of those circumstances;

then the employee may request the employer for a change in working arrangements relating to those circumstances.

- (2) The following are the circumstances:

- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
- (c) the employee has a disability;
- (d) the employee is 55 or older;
- (e) the employee is experiencing violence from a member of the employee's family;
- (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.
- (g) the employee needs to access IVF and fertility treatment.

- (3) The employee is not entitled to make the request unless:

- (a) for an employee other than a casual employee the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
- (b) for a casual employee the employee:
 - (i) is a long term casual employee of the employer immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

- (4) The request must:

- (a) be in writing; and
- (b) set out details of the change sought and of the reasons for the change.

- (5) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.

- (6) The employer may refuse the request only on reasonable business grounds.

- (7) Without limiting what are reasonable business grounds for the purposes of sub-clause (6), reasonable business grounds include the following:
 - (a) that the new working arrangements requested by the employee would be too costly for the employer;
 - (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
 - (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
 - (d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
 - (e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.
- (8) If the employer refuses the request, the written response under sub-clause (5) must include details of the reasons for the refusal.
- (9) Without limiting the foregoing:
 - (a) Employees are entitled to a paid hour per day for lactation breaks/expressing of milk. Suitable facilities will be made available. Employees are entitled to a reduction in other duties (meetings/yard duty) for a limited period to assist them to manage work/care responsibilities.
 - (b) For employees requiring more than one (1) hour for combined lactation breaks during a standard working day, flexible work or leave arrangements may be implemented to cover the time in excess of that hour.
- (10) The Employer will be required to report annually to the union on:
 - (a) The types of flexible working arrangements across schools;
 - (b) the number of employees participating in each type of flexible working arrangements.
 - (c) any specific workgroups and/or positions excluded from one or more of the flexible working arrangements;
 - (d) the number of employees refused participation in each type of flexible working arrangements
 - (e) the reasons for any exclusion or refusal.

Individual Flexibility Arrangement

- 31 (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 leave for jury service.

Occupational health and safety

- 32 (1) The parties to this agreement are committed to a pro-active approach in the prevention and management of workplace injuries amongst employees to the highest level of protection. The Department of Education and Training will further enhance its commitment to Occupational Health and safety and the injury management of all employees by:
- (a) Ensuring that workplaces seek to identify a Health and Safety Representative selected by the designated workgroup(s).
 - (b) Ensuring that each workplace post and maintain current in each workplace the names and relevant contact details of elected health and safety representatives for the designated work group.
 - (c) Providing centralised funding of Worksafe Victoria approved 5 day initial and 1 day annual refresher course costs for Health and Safety Representatives.
 - (d) Providing appropriate and regular access to time for Health & Safety Representatives to consult and represent the Designated Work Group including but not limited to regularly inspecting workplaces .
 - (e) Providing appropriate and enhanced OHS reporting mechanisms for all employees to enable risks and injuries to physical and psychological health to be recorded.
- (2) The Employer shall encourage early reporting of incidents by Employees, and ensure Employees who report incidents are appropriately supported.
- (3) The Employer shall centrally monitor OHS issues on a workplace basis including OHS incident & accident reports and workcover claims.
- (4) The Employer will report on OHS incident & accident reports and workcover claims to identify at risk workplaces and OHS trends.
- (5) The parties are committed to working together to eliminate bullying and occupational violence in the workplace
- (6) The provision of specialist intervention services to prevent, avert and respond to the risk of occupational violence in schools and education settings.
- (7) Providing access to specialist critical incident stress debriefing to employees and their immediate family as required further to the commitment of providing Employee Assistance Program services.

- (8) Facilitating return to work opportunities for all ill and injured employees.
- (9) Where a teacher is elected as the Occupational Health and Safety representative in a school time release of two hours per week must be provided to allow the representative to consult with staff regarding OH&S issues.

Casual Relief Teachers (CRTs)

- 33 (1) All CRTs will be employed by the Employer.

Salaries

- (2) The parties agree that the CRT daily rate will be linked to sub-division seven of the classroom teacher classification and include an additional 20% loading in lieu of annual leave and personal leave.
- (3) CRTs can elect to have the Employer superannuation contribution paid to a fund of their choice and the Employer commits to paying the Superannuation guarantee for every full day of employment.

Allowances

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

Teacher Work

- (7) Engagement of a CRT can only be for one half day (3.8 hours) or a full day (7.6 hours) and must be agreed by the Employer and employee prior to commencement of the employment.
- (8) CRTs are to be provided with two paid breaks during a full day, provided that one of these is a lunch break of 30 minutes free from any scheduled duties.

Travel expenses

- (9) Where travel to an engagement is beyond 50 km a travel allowance will be paid in accordance with the maximum rates determined by the Australian Tax Office.

Professional Development

- (10) The Employer commits to:
 - (a) providing CRTs with professional development on a regional basis to ensure all employees are kept up to date with current initiatives;
 - (b) ensuring all CRTs have access to professional development in schools where they are employed on a regular basis and are paid for their participation in these activities.

General

- (11) The Employer commits to ensuring schools are required to provide adequate information to CRTs in regard to the school and specific work required, before commencement of work, including school policies and procedures including first aid and relevant student information.
- (12) Employment as a CRT will be recognised experience for commencement salary.
- (13) The Employer will develop an induction checklist for all schools to use in relation to the employment of CRTs within schools.
- (14) The Employer commits to providing access to all teaching resources developed by the Department of Education & Training.

- (15) The Employer will work with the union to develop an agreed accreditation process for CRT Agencies to ensure minimum standards are met.

**Schedule 1
Salary/Remuneration Rates**

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

Principal Class

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

(a) Principals will be paid within remuneration ranges 1 to 6 as follows:

Range	Effective from the first pay period on or after								
	Commencement	1/11/2016	1/11/2017	1/11/2018					
Range 6 6-4 6-3 6-2 6-1									
Range 5 5-4 5-3 5-2 5-1									
Range 4 4-4 4-3 4-2 4-1									
Range 3 3-4 3-3 3-2 3-1									
Range 2 2-4 2-3 2-2 2-1									
Range 1 1-4 1-3 1-2 1-1									

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

Range	Effective from the first pay period on or after					
	Commencement	1/11/2016	1/11/2017	1/11/2018		
Range 4 4-4 4-3 4-2 4-1						
Range 3 3-4 3-3 3-2 3-1						
Range 2 2-4 2-3 2-2 2-1						
Range 1 1-4 1-3 1-2 1-1						

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

Range	Effective from the first pay period on or after					
	Commencement	1/11/2016	1/11/2017	1/11/2018		
Range 6 6-4 6-3 6-2 6-1						
Range 5 5-4 5-3 5-2 5-1						
Range 4 4-4 4-3 4-2 4-1						

Range 3 3-4 3-3 3-2 3-1						
Range 2 2-4 2-3 2-2 2-1						
Range 1 1-4 1-3 1-2 1-1						

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				
		Commencement	1/11/2016	1/11/2017	1/11/2018	
Leading Teacher/Highly Accomplished Teacher	Range(s)					
Classroom Teacher	Range 1 1-9 1-8 1-7 1-6 1-5 1-4 1-3 1-2 1-1					

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					
		Commencement	1/11/2016	1/11/2017	1/11/2019		
Level 2	Range 4 Max Min						
	Range 3 P 3-3 P 3-2 P 3-1						
Level 1	Range 2 P 2-5 P 2-4 P 2-3 P 2-2 P 2-1						
	Range 1 P 1-6 P 1-5 P 1-4 P 1-3 P 1-2 P 1-1						

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		Commencement	1/11/2016	1/11/2017	1/11/2019	
Level 2	Range 6					
	6-5					
	6-4					
	6-3					
	6-2					
	6-1					
Level 1	Range 5					
	5-5					
	5-4					
	5-3					
	5-2					
	5-1					
	Range 4					
	4-6					
	4-5					
	4-4					
	4-3					
	4-2					
	4-1					
	Range 3					
	3-5					
	3-4					
	3-3					
	3-2					
	3-1					
	Range 2					
	2-5					
2-4						
2-3						
2-2						
2-1						
Range 1						
1-5						
1-4						
1-3						
1-2						
1-1						

Schedule 2

Roles and Responsibilities – Teacher Class

Highly Accomplished Teacher

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.

Classroom teacher

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

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

All classroom teachers may be required to undertake other duties in addition to their rostered teaching duties provided the responsibility is appropriate to the, qualifications, training and experience of the teacher.

Schedule 3

Dimensions of Work - Education Support Class

Education support class Level 1 Range 1

General

Undertakes routine tasks that are usually carried out under close supervision and direction. Work that carries some degree of independence will generally involve a limited number of tasks performed on a regular basis where priorities are clear, procedures are well established and direction is readily available.

Work has little scope for deviation. Problems can usually be solved by reference to well documented procedures and instructions and clearly established practices. Deviation from established procedures will require reference to others for guidance and direction. Assistance is readily available when problems arise. An experienced employee at range 1 will exercise limited judgement within clearly defined guidelines and well established practices that relate specifically to the tasks performed.

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

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

Qualification requirements do not operate at range 1. Certification requirements may be required to legally perform specific tasks - e.g. driver's licence, first aid, safe food handling.

Dimensions of Work

Student/Teacher Support	Administration/Operations	Technical	Professional Services
<ul style="list-style-type: none"> • Provide routine support for teachers • Communicate with teachers about routine matters • Assist teachers with communication with parents about routine matters • Provide basic physical and emotional care for students such as toileting, meals and lifting • Communicate with student/s about comprehension of basic tasks and information • Address immediate behaviour issues relating to specific students within a classroom setting • Assist with coordination and planning of student routines • Accountable for performance of allocated tasks 	<ul style="list-style-type: none"> • Perform routine administrative support, such as: <ul style="list-style-type: none"> (i) preparing standard documentation and data entry that requires little or no manipulation of information and/or data (ii) handling of customer enquiries and referral to appropriate personnel where appropriate • Operate and instruct others in routine use of equipment and computer systems • Prepare standard correspondence • Provide routine customer service tasks such as reception, receipting payments and providing straightforward advice about the school • Provide routine support tasks with respect to grounds and school maintenance • Accountability relates directly to performance of allocated tasks • Administrative support in a technical environment 	N/A	N/A

Education support class Level 1 Range 2

General

Performs and/or supervises tasks that are carried out in accordance with guidelines, accepted practice and school policy. This may include the supervision and coordination of other education support class staff within the work area or educational program. Supervision and coordination would be limited to ensuring routine tasks are performed to required standards. Input into identifying training needs and development of education support class staff within the work area or educational program becomes an important feature at range 2.

Specialised support to achieve specific outcomes is a feature of range 2. Typically this will involve accountability for a single function, (e.g. ensuring data is properly maintained) or the operation of a work area (e.g. managing the day to day operation of a school office) under the direction of the principal or another senior manager.

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

Undertakes medical intervention support tasks or other specialised student/teacher support roles that require specific training that must be updated from time to time. The role is for a specific purpose for which there will be direct accountability as opposed to support roles that are carried out by a range of staff performing routine tasks under direction.

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

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

Dimensions of Work

Student/Teacher Support	Administration/Operations	Technical	Professional Services
<ul style="list-style-type: none"> • Provide co-ordination support to teachers and educational programs, such as: <ul style="list-style-type: none"> (i) Rosters and organises the work of a team of aides (ii) Provides routine supervision, guidance and support to other student support staff at ES Level 1 Range 1 (iii) Liaises with external providers of support services about clearly defined support needs and resources (iv) Conducts routine presentations to parents to assist teachers in 	<ul style="list-style-type: none"> • Co-ordinate, organise and determine work priorities within a work area • Ensure the efficient operation of a work area • Obtain cooperation amongst staff within the work area and supervise the performance of tasks • Communicate and liaise with school staff to foster cooperation • Support financial and budgetary processes by: <ul style="list-style-type: none"> (i) ensuring the availability of system generated financial reports; (ii) appropriate recording of payments and 	<ul style="list-style-type: none"> • Apply basic technical and/or scientific principles to enable the performance of a variety of inter-related technical tasks • Application of specialised knowledge is confined to a specific functional area e.g. science laboratory, information technology support, library • Provide specialised knowledge that is relied upon to deliver support services, under direction, e.g. information technology and technical support in science laboratories and libraries • May supervise a small project team providing 	N/A

Student/Teacher Support	Administration/Operations	Technical	Professional Services
<p>communicating objectives and outcomes relating to educational programs and/or students</p> <p>(v) Assists with the communication of student outcomes and educational programs</p> <ul style="list-style-type: none"> • Provide medical intervention support to a student/s, provided that: <ul style="list-style-type: none"> (i) The student/s has a specific medical condition that requires assistance; (ii) The support relates to a specific medical condition identified by the Employer under its Disability and Impairment funding support policy; (iii) The support needed requires specialised training/instruction in the tasks to be performed; (iv) The position has a clearly defined responsibility for the administration of such support; <i>and</i> (v) The position requires regular refreshing of the training/instruction relevant to the medical procedure 	<p>receipts</p> <ul style="list-style-type: none"> • Coordinate the preparation of school circulars, newsletters and other routine school communication • Ensure confidentiality of records is maintained • Manipulate data/information and prepare documentation/basic reports • Provide certificated trade support services such as school grounds and building maintenance • Responsible for modifying work practices and procedures within the work area to meet routine operational requirements e.g. coordinating the day to operations of the school office 	<p>technical support to a school/s</p> <ul style="list-style-type: none"> • Conduct training and/or instruction with respect to technical systems or scientific processes • Prepare experiments or use of equipment and conducts demonstrations, where required, under direct supervision • Undertake relevant occupational health and safety requirements and, where necessary, risk assessments within the relative work area 	

Education support class Level 1 Range 3

General

Range 3 is distinguished by the introduction of management responsibility and accountability for the delivery of professional support services. The role will usually impact beyond the work area or professional field. It seeks to gain cooperation of other staff members or members of the school community to achieve specific objectives, such as in school administration, operations or educational programs. Direction on targets and goals is provided but the position will have some degree of latitude in determining how they are achieved. This latitude will generally be limited by standard procedures and school policy. Deviation from standard procedures and school policy will require guidance and direction from senior management.

The provision of business management responsibilities becomes a feature at range 3. Management of staff to achieve the expected outcomes is a key responsibility. Staff management issues will be resolved with minimal reference to senior management, although guidance will be required in more complex cases. Senior management will be provided with timely reports and advice, although this will generally be confined to matters relating to the immediate work area, service provision or educational program and is unlikely to impact substantially on whole of school operations.

This is the minimum range for positions that carry a mandatory qualification requirement of not less than four years. Professional student support positions become a feature at range 3 (e.g. therapists, psychologists) where standard professional services are delivered. Professional support and guidance will be close at hand and deviation from standard procedures and school policy will require guidance and direction from senior management.

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

Dimensions of Work

Student/Teacher Support	Administration/Operations	Technical	Professional Services
N/A	<ul style="list-style-type: none"> • Distinguished from ES Level 1 Range 2 by the level of management responsibility for the work area that will have a greater impact on school administration and operations • Objectives and directions are clear, but there is a greater level of autonomy in determining the approach • Manage others to achieve the objectives of the work area • Manage and direct the preparation of annual budgets and regular financial statements and contribute to financial decision making • Coordinate a range of functions, such as finance, human resources and other 	<ul style="list-style-type: none"> • Manage a school science laboratory where a variety of tests are undertaken, including activities that are not routine and techniques that are not standard • Prepare management plans in regard to the technical support provided • Manage the flow of information to staff and students to ensure appropriate awareness of technical operations and safety • Advise teachers and students on aspects of information technology and use in the school • Investigate and report on the efficiency and effectiveness of system design 	<ul style="list-style-type: none"> • The minimum range for positions that carry a mandatory tertiary qualification (minimum 4 years) • Provide standard professional services independently within defined organisational parameters • Provide operational leadership and strategic planning with respect to professional service delivery • Influence management and other professional colleagues with respect to strategies • Provide complex professional reports requiring in-depth factual analysis, including assessments and recommendations for consideration by others

Student/Teacher Support	Administration/Operations	Technical	Professional Services
	<p>support areas that contributes significantly to the business management function within the school</p> <ul style="list-style-type: none"> • Adapt the way work is organised and modify existing practices within precedent and established methods • With broad direction manage the delivery of administrative and/or operational services • Manage the delivery of a particular service or function (e.g. finance, library, human resources, facilities) 	<ul style="list-style-type: none"> • Conduct training and instruction to school colleagues within the technical field • Regularly interact with a range of external or internal clients to provide advice or specialist information 	<ul style="list-style-type: none"> • Conduct training and instruction to school colleagues within the professional field • Provide standard clinical professional services to students within the parameters of school policy and guidelines • Explain professional concepts and approaches to clients, stakeholders, colleagues and staff • Facilitate individual or group programs for clients • Apply sound theoretical knowledge and practical expertise

Education support class Level 1 Range 4

General

Range 4 is distinguished by broader management responsibility, particularly in the areas of finance, human resource and other support functions. Range 4 is responsible for managing a range of functions under a wide range of conditions, subject to the size and complexity of school operations. 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. Range 4 generally provides key support and timely advice to the leadership team and school council and liaises with the general school community, the Department and other government agencies and service providers.

Specialised professional roles will carry a high level of independence and accountability where suitable scope is provided to achieve objectives.

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

Dimensions of Work

Student/Teacher Support	Administration/Operations	Technical	Professional Services
N/A	<ul style="list-style-type: none"> • Coordinate delivery of a range of support services across a school/s involving a range of work areas • Determine work priorities, schedule and approach within overall school and management policy • Manage the school/s budget involving liaison with school staff and senior management to ensure budget targets are met • Reference to senior management will generally only occur where there is a need to clarify policy, priorities or broad objectives prior to making appropriate decisions • Negotiate and manage straightforward contracts and service agreements • Interpret and analyse data to inform and provide authoritative advice to senior management • Act on behalf of the 	<ul style="list-style-type: none"> • Manage the development and effective operation of the computer systems within a school/s where there is a high degree of complexity (e.g. school size, multi-campus, integration of several functional areas) and importance to the educational objectives • Involves a level of responsibility and accountability that would impact on school functions and/or projects that would significantly affect school operations and/or support for educational outcomes. For example, in the area of school laboratories, libraries and information technology the position would provide expertise and leadership in policy development that guides the work of others, including teachers • Formulate and 	<ul style="list-style-type: none"> • Manage 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 teachers • Provide expert advice in the professional field, which will influence the strategic approach to student support and learning • Make decisions on complex intervention strategies, in accordance with professional and industry standards, that may have significant consequences for clients and their families • Provide leadership, training and development for others in the adaption and application of professional fields • Apply sound theoretical knowledge and practical expertise in developing

Student/Teacher Support	Administration/Operations	Technical	Professional Services
	<p>leadership team in the delivery of client services</p> <ul style="list-style-type: none"> • Advice and recommendations have significant influence on senior management and the development of school policy 	<p>supervise experimental and professional development programs for colleagues or other staff involved in the scientific or technical field</p>	<p>service delivery options</p> <ul style="list-style-type: none"> • Undertake advanced interventions in dealing with particularly complex cases that may require cross-profession or agency collaboration

Education support class Level 1 Range 5

General

Will usually be a member of the leadership team who is accountable for the development and delivery of key services that are integral to the effective operation of a school/s. Provides a range of services and/or undertakes the analysis of complex problems that form part of the policy framework. A school or group of schools would need to have the necessary diversity and complexity to create a role at range 5. Management of a major school or district initiative, project or Department targeted strategy would be an indicator depending on the breadth of management responsibilities.

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

Dimensions of Work

Student/Teacher Support	Administration/Operations	Technical	Professional Services
N/A	<ul style="list-style-type: none"> • As a member of the leadership team contribute, develop and implement key policy initiatives in a school or group of schools • Manage delivery of the school/s' budgetary, administrative and operational targets. • Develop and implement operational policy and strategies and resource allocation • Initiate new developments in policy, practice and precedent 	<ul style="list-style-type: none"> • As a member of the leadership team develop and implement key policy initiatives in a school or group of schools 	<ul style="list-style-type: none"> • As a member of the leadership team develop and implement key policy initiatives in a school or group of schools

Education support class Level 2

General

An education support class position at level 2 will have a primary responsibility for the management of significant areas or functions within the school to support the educational services being provided to students. In exercising the responsibility an education support class position at level 2 will have the authority to make all 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 but must not include duties of teaching as defined in clause 2.6.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students cannot be required except where it is an integral part of the employee's position or involves supervision of students individually or in small groups, in controlled circumstances, where the responsibility for students remains clearly with a teacher (for example, yard duty and library activities).

An education support class position at level 2 will contribute to the overall management of the school through involvement in policy formulation and decision making.

Schedule 4

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 the employee 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 seven weeks.
- (4) During the support period the employee's performance will be monitored regularly, including providing feedback, support and opportunities to discuss progress. It is important that an employee be given opportunity and appropriate support to improve their performance. The parties recognise that support should be tailored to the specific needs of the individual, but is provided in an overall context which recognises that individuals are ultimately responsible for their own performance.
- (5) The Employer will ensure that a written record of the support that is provided, including meeting records, is maintained and copies provided to the employee in a timely manner.
- (6) At the completion of the support period the Employer will assess the performance of the employee. Following this assessment the Employer will advise the employee in writing that:

- (a) performance is satisfactory and no further action will be taken provided that the employee's performance continues to be at or above the required standard; or
- (b) performance continues to be unsatisfactory and that the employee has five working days (or such longer period as the Employer considers reasonable in the circumstances) to explain any reasons for the continued unsatisfactory performance.

Decision

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

Schedule 5 — Union and Employer working parties

Annexure A

Working Party on Women and School Leadership

Promotion and related opportunities

The number of women represented in decision-making or promotion positions in schools is not consistent with their proportion in the teaching service. Research and surveys reveal the direct and indirect discrimination which causes this.

There is an urgent need for the DET, as the employer, to reform its promotion process and to begin an affirmative action program to redress the current imbalance.

In particular, the department should:

- set up training and encouragement seminars for women seeking promotion, especially in the areas of application writing and interview techniques
- train its interviewers, selection panels and all those involved in the promotion system in equal opportunity practices
- ensure gender balance in selection panels and in chairs of selection panels
- incorporate into the system recognition of the disadvantage caused by unsupported mobility and broken patterns of service
- take steps to promote gender balance (at least 50% women) in schools' leadership teams
- encourage Regional offices and schools to appoint women to at least 50 per cent of all acting positions,
- encourage and promote permanent part-time promotional position opportunities
- monitor and make available statistics on all promotion positions, substantive and non-substantive, by gender and by Region
- build accountability into central and Regional office strategic plans and performance agreements, with measurable performance indicators. Examples include the gender breakdown of those applying, being short-listed for or succeeding in promotion, including leading teacher, and acting principal class positions
- encourage school administrators to mentor women aspiring to leadership and to provide opportunities for leadership and management experience in higher duties positions
- organise and resource formal work shadowing programs.

The AEU recognises that it has a role to play in this process of reform, and commits itself to:

- monitoring the numbers of women in various promotion positions
- lobbying and negotiating with the department to achieve action
- running membership awareness campaigns on this issue
- providing women teachers with the chance to share information and strategies, and to
- analyse the systemic barriers they face through annual seminars or information giving processes.

Annexure B - Workload

Investigating core teacher and ES work, including but not limited to impacts of technology, ongoing reporting and how best to support teaching and learning.

Annexure C - Contract employment**Annexure D - OHS**

To investigate employee health and wellbeing

Schedule 6

Performance and development processes for employees