



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

State of Victoria, Department of Education and Training
(AG2017/2634)

VICTORIAN GOVERNMENT SCHOOLS AGREEMENT 2017

Educational services

DEPUTY PRESIDENT KOVACIC

CANBERRA, 15 AUGUST 2017

Application for approval of the Victorian Government Schools Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Victorian Government Schools Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the State of Victoria, Department of Education and Training. The Agreement is a single enterprise agreement.

[2] Subject to concerns that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted undertakings from the State of Victoria, Department of Education and Training. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Australian Education Union, the Australian Principals Federation, the Australian Nursing and Midwifery Federation and the CPSU, the Community and Public Sector Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 August 2017. The nominal expiry date of the Agreement is 30 April 2021.



DEPUTY PRESIDENT

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ANNEXURE A

Undertaking pursuant to section 190 of the Fair Work Act 2009 (Cth)

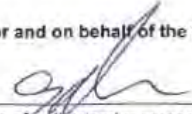
Victorian Government Schools Agreement 2017

The State of Victoria (Department of Education and Training) hereby gives the following undertaking under section 190 of the *Fair Work Act 2009* (Cth) in relation to the *Victorian Government Schools Agreement 2017* (**Agreement**):


Where in sub-clauses 5.3(2) and 5.9(3) of Schedule 5 to the Agreement there is a reference to the minimum amount per week that is payable to an employee to whom Schedule 5 applies, that amount will be interpreted as being \$84 per week.

The State of Victoria (Department of Education and Training) confirms that the effect of the undertaking set out above will not cause financial or other detriment to any employee or result in substantial changes to the Agreement. The effect of the undertaking is to increase the otherwise applicable minimum payment to reflect the new minimum payment that will apply under the *Victorian Government Schools Award 2016* from 1 July 2017.

Signed for and on behalf of the State of Victoria (Department of Education):



Signature of authorised representative
Name: TONY BUGDEN
Office held: Executive Director
Address: People Division
Date: 30 1 6 2017



Signature of witness
Name: BURTON REYNOLDS
Title: Principal Lawyer
Address: 2 Treasury Place, East Melbourne
Date: 30 1 6 17

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

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

Title

1 This agreement will be known as the Victorian Government Schools Agreement 2017.

Arrangement

2 This agreement is arranged as follows:

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Schedule 3	Dimensions of Work – Education Support Class
Schedule 4	Unsatisfactory Performance Procedures
Schedule 5	Supported Wage

Incidence and Parties Bound

3 The agreement will apply to and be binding upon:

- the State of Victoria;
- all persons employed in the Victorian Teaching Service under Part 2.4 of the *Education and Training Reform Act 2006 (Vic)*; and
- any union noted by the Fair Work Commission in the Notice of Approval.

No Further Claims

4 This enterprise agreement is made in settlement of all claims arising from the Unions' logs of claims. There will be no further claims made or industrial action taken on matters within this agreement during the term of the agreement with no further salary increases, if any, before 30 April 2021.

Date and Period of Operation

5 This agreement will commence to operate on the seventh day after the date of the notice from the Fair Work Commission notifying that the agreement has been approved and its nominal expiry date will be 30 April 2021.

Definitions

6 In this agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Schedules" means the Schedules to this agreement;

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

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

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

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

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

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

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

Preamble

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

(1) Principal class

1 April 2017	4.00%
1 April 2018	2.00%
1 October 2018	2.00%
1 April 2019	2.00%
1 October 2019	2.00%
1 April 2020	2.00%
1 October 2020	2.00%

(2) *Executive class, teacher class, paraprofessional class and the education support class*

1 April 2017	3.25%
1 April 2018	1.50%
1 October 2018	1.75%
1 April 2019	1.50%
1 October 2019	1.75%
1 April 2020	1.50%
1 October 2020	1.75%

Objectives

9 The objectives of this agreement are to facilitate:

- (1) An ethos and a culture that values excellence and high standards of achievement and ensures the highest standards of work including the quality of teaching and learning.
- (2) A working environment that encourages and rewards skilled and dedicated school staff through the development and implementation of policies and employment arrangements that best supports the delivery of high quality educational services.
- (3) The implementation of strategies that address attraction and retention issues including the capacity to offer differential benefits to attract and retain staff in rural and regional Victoria and hard to staff schools.
- (4) The flexibility required by schools, operating within a statewide framework and consistent with this agreement, to deliver improved education outcomes.
- (5) The implementation of school strategies that improve what happens in schools and classrooms in the context of the resources available to support the desired outcomes.
- (6) Highly effective leadership and support to principals as key educational leaders.

Commitments

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

- (1) Building on the achievements of the Victorian government school system.
- (2) System and school reform that leads to an improvement in the educational opportunities and outcomes for all young Victorians.
- (3) An education system that deploys and maximises its resources to benefit all young Victorians.
- (4) A policy and funding environment that recognises the differential needs of students and schools in order to achieve high quality outcomes for all students.
- (5) Principals using their devolved authority to effectively manage and develop their workforce to ensure that the quality of their work continues to improve and impacts positively on the attainment of their students.
- (6) Performance and development processes that recognise and affirm high performance, address underperformance and value continuous high quality professional learning.
- (7) Collaboration, peer observation including feedback and reflection, and coaching as key elements of professional learning.
- (8) The dimensions of work which outline the roles and responsibilities for education support class employees will be reviewed during the life of this agreement in consultation with the union(s) with any agreed changes being included in a subsequent agreement.

Industrial Relations Principles

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

School Based Consultation

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

- (d) Where it is determined under sub clause (c) that agreed consultative arrangements cannot be implemented in any particular school the following consultative arrangements will apply from the commencement of term 4:
- (i) A consultative committee will be established for the purposes of sub clauses (5) and (6) comprising:
- the principal, as the Employer’s representative;
 - two nominees of the principal or in the case of a multi campus school one nominee of the principal from each campus;
 - two staff members elected by and from the total staff or in the case of a multi campus school one staff member from each campus; and
 - one union nominee determined by the union(s) at the school or in the case of a multi campus school one union nominee from each campus,
- provided that in schools with ten or fewer staff all staff will comprise the consultative committee.
- (ii) The consultative committee established under sub clause (i) will provide final advice/recommendations to the principal prior to the principal, as the Employer’s representative, making decisions on matters covered by sub clause (5).
- (iii) The consultative committee established under sub clause (i) will operate as follows:
- The term of office of committee members will be twelve months.
 - The consultative committee will be chaired by the principal, as the Employer’s representative.
 - The consultative committee will meet at least four times per term at no more than fortnightly intervals.
 - Consultative committee meetings will be scheduled within the normal attendance times, without disruption to the school program, and enable all members to attend.
 - The consultative committee will discuss the matters listed in clause (5).
 - When confidential matters are discussed by the committee, all members of the committee are bound by that confidentiality.
 - A record of each meeting of the consultative committee will be kept.
 - Sixteen hours time release commencing from term 4 for the following twelve months for one union nominee to enable consultation with the union sub branch.
 - The outcome(s) or recommendation(s) of consultative committee meetings will be recorded in writing and communicated to staff.
- (iv) Where a principal makes a decision which is inconsistent with the advice/recommendation (if a recommendation is made) of the consultative committee, the principal will provide reasons for the decision in writing to the committee members.
- (5) (a) For the purposes of this clause:
- “long-term planning”** means:
- development of workforce plans
 - the planning and organisation of the program of instruction in the school
 - organisation of teacher work including the face-to-face teaching requirements and the arrangements for collaboration, peer observation including feedback and reflection, and coaching
 - the planning and organisation of parent teacher report meetings
 - organisation of education support class work, including time in lieu and time to participate in the performance and development process
 - organisation of teacher work in their first twelve months of teaching

- the schedule of meetings occurring in addition to the seven hours attendance requirement set out in clause 24(3)(a)
- organisation of classes including class sizes. In determining class sizes, staff or the union at the school may provide the principal, as the Employer's representative, with alternatives and, following consultation, staff or the union at the school may request that the principal provide reasons in circumstances where the principal, as the Employer's representative, determines class sizes in excess of the planning guidance set out in clause 25(3)
- the structure of selection and other panels for the purpose of making recommendations to the principal

"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 and any predicted departures of existing staff.

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

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

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

Grievance Resolution

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

- clear statement of the subject of the grievance;
 - where the union has a sub-branch at the school, evidence that the sub-branch at the school has supported the lodging of the grievance;
 - reasons why the decision is not supported and, if applicable, the reasons why the decision is inconsistent with this agreement; and
 - the outcome sought by the union at the school.
- (11) Where a grievance relating to a decision affecting the long-term planning of the school is lodged, the decision is not to be implemented and a mutually acceptable holding position should be worked out by agreement between the parties. Any such holding position will be evidence of good faith only and will be without prejudice to the resolution of the dispute.
- (12) The parties agree that one nominee of the Employer 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 reference from the union.
- (13) Where the matter cannot be resolved, the matter may be referred by either party to the Fair Work Commission for conciliation and, if the matter is still not resolved, arbitration.

Consultation at Non School Work Locations

- (14) (a) Regional Directors, as the Employer's representative, must put in place formal staff consultative arrangements that ensure regional teaching service staff have the choice and opportunity to be involved in the consultative process in the region.
- (b) The Regional Director, as the Employer's representative, has ultimate administrative and operational responsibility for decisions at the relevant workplaces, provided that these decisions are made consistent with the consultation requirements outlined in sub clauses 12(3) to 12(7).
- (15) (a) Where the union at the work location does not support a decision made under sub clause (14), the union at the work location should inform the Regional Director of that Region, as the Employer's representative, not later than five working days after the decision made under sub clause (14) of its objections, including the reasons for those objections, and provide the Regional Director, as the Employer's representative, with the opportunity to resolve the matter at the work location.
- (b) Where the union at the work location considers that the matter cannot be resolved at the work location the union at the work location should inform the Regional Director, as the Employer's representative, and may refer the matter to the union within five working days of that notification for resolution using the procedures set out in sub clauses 12(10) to 12(13).

Principal Consultation

- (16) Consistent with clause 12(3) where the Employer proposes to introduce a significant change in the work required of principals the Employer will provide an opportunity for principals and their union(s) to be consulted about that change and give consideration to matters raised by principals prior to the decision to implement any significant change.

Classification Structure

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

Executive Class

Principal Class

- principal
- assistant principal
- liaison principal

Teacher Class

- leading teacher
- learning specialist
- classroom teacher

Paraprofessional Class

Education Support Class

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

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

Performance and development

- (3) (a) Each employee will have an agreed performance and development plan and, in the absence of an agreed plan, the employee's performance will be assessed against demonstrated achievement against school priorities and Departmental criteria appropriate to the employee's classification level and remuneration or salary range. The performance and development plan will cover the school year unless otherwise agreed with the employee and a performance review will be undertaken at the end of each school year.
- (b) Salary progression is not automatic. All employees will be assessed annually based on demonstrated achievement against school priorities and Departmental criteria appropriate to each classification level and remuneration or salary range. Relevant data will be used.
- (c) The salary progression cycle is common to all employees commencing on 1 May each year and concluding on 30 April in the following year.
- (d) The number of eligible employees who progress through their respective salary scales will be determined solely on the basis of their performance and development assessment and the Employer will not impose a quota on the number of employees who can progress in any year. Notwithstanding sub clause (g), no lump sum payment will be made to any employee as a result of the performance and development assessment.
- (e) Employees, other than those in the principal class, may be considered for accelerated salary progression within their school in accordance with procedures determined by the Employer.
- (f) Notwithstanding sub clauses (h) and (i), an employee with less than six months' eligible service at a particular salary subdivision in any particular progression cycle will not be eligible for salary progression. For teachers approved teaching experience gained whilst absent on leave without pay is included as eligible service in any particular progression cycle.
- (g) A teacher who commences employment at subdivision 1-1 prior to 1 May in any salary progression cycle 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			
	2017	2018	2019	2020
1 November	\$0	\$0	\$0	\$0
1 December	\$974	\$1,021	\$1,054	\$1,089
1 January	\$779	\$817	\$843	\$871
1 February	\$584	\$613	\$633	\$653
1 March	\$390	\$408	\$422	\$436
1 April	\$195	\$204	\$211	\$218

- (h) For employees, other than those in the principal class, where the requirements for salary progression are not met, salary progression will not occur for that progression cycle provided that the employee has been:
- (i) notified in writing of:
 - the standards of performance that are expected;
 - the areas of the employee's performance that do not meet the required standards;
 - the consequences of continued or repeated failure to meet these standards; and
 - (ii) given the opportunity to enable improvement in performance to the required standard.
- (i) If the notice under sub clause (h)(i) is issued on or after 1 March, salary progression in that cycle must be granted.
- (j) (i) When it is considered that an employee's performance is unsatisfactory, the unsatisfactory performance procedures set out in Schedule 4 should be implemented.
- (ii) Subject to the notice requirements set out in sub clauses (h) and (i), and notwithstanding clauses 15(3), 16(4), 17(3), 18(3), an employee is not eligible for salary progression during any period that an employee is the subject of unsatisfactory performance procedures.
- (k) The Employer undertakes that the existing performance and development process will continue to apply for salary progression purposes and the Employer will consult the union(s) regarding the development of any new performance and development process.
- (4) An employee promoted, transferred or employed to a position will be paid from the effective date of the promotion, transfer or employment as the case may be. Provided that if an employee changes their time fraction, other than by promotion, transfer or employment the change in proportionate salary will commence from the date of effect of the changed time fraction.
- (5) The Employer may determine the salary of any employee for whose circumstances no provision is made.

Translation

- (6) On the date this agreement commences to operate the following translation arrangements apply:
- (a) Principals at remuneration range 1 will translate to the revised principal class classification as follows:

Existing remuneration range	Translation
Range 1	Range 2
1-4	2-4*
1-4	2-3
1-3	2-2
1-2	2-1
1-1	2-1

* subject to a satisfactory performance and development assessment in the 2016/17 progression cycle and more than 6 months' service at remuneration level 1-4

- (b) Education support class employees at level 1 ranges 1 and 2 will translate to the revised education support class classifications as follows:

Existing classification & subdivision	Translation
Range 2	Range 2
2-5	2-4
2-4	2-3
2-3	2-2
2-2	2-1
2-1	2-1
Range 1	Range 1
1-5	1-4
1-4	1-3
1-3	1-2
1-2	1-1
1-1	1-1

Executive Class

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

Principal Class

- 15 (1) (a) The principal class will comprise the following classifications:
- (i) One classification of principal with five remuneration ranges as follows:
 - range 6
 - range 5
 - range 4
 - range 3
 - range 2
 - (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 six remuneration ranges as follows:
 - range 6
 - 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			
	2017	2018	2019	2020
2	\$0	\$0	\$0	\$0
3	\$1,442,220	\$1,478,275	\$1,515,232	\$1,553,113
4	\$3,365,182	\$3,449,312	\$3,535,545	\$3,623,933
5	\$8,375,969	\$8,585,368	\$8,800,002	\$9,020,002
6	\$13,319,590	\$13,652,579	\$13,993,894	\$14,343,741

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

- the Department’s superannuation contribution
 - WorkCover premium
 - Commonwealth funds that cannot be anticipated to continue for more than two years
 - Locally raised funds.
- (c) Principal class employees will be paid the total remuneration specified in Schedule 1 for their remuneration range. For the purposes of this agreement “**total remuneration**” includes cash salary, the amount paid by the Employer as the employer contribution to a statutory superannuation fund or other complying superannuation fund on behalf of the employee and any optional benefits the employee may have elected to include in the remuneration package such as a novated lease vehicle.

Commencement salary on employment

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

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.
- (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.

General

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

Teacher Class

- 16 (1) The teacher class will comprise the following classifications:
- leading teacher - range 3
 - learning specialist - range 3
 - classroom teacher - range 1 and range 2.
- (2) Teachers will be paid the salaries specified in Schedule 1.
- (3) Advancement from classroom teacher salary range 1 to classroom teacher salary range 2 will be subject to the teacher satisfying the requirements of salary range 2. The Employer's decision to advance a classroom teacher from salary range 1 to salary range 2 will be subject to the teacher demonstrating that the requirements for advancement have been met.
- (4) Subject to sub clause 13(3)(c), within the teacher classification levels stated in Schedule 1, salary progression will be from the appropriate minimum, through the subdivisional range, to the maximum subdivision of that classification level.
- (5) At the expiration of a leading teacher or learning specialist's appointment the employee will become a classroom teacher at salary subdivision 2-6 unless:
- (a) the employee's appointment as a leading teacher or learning specialist is renewed; or

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

Commencement salary on employment

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

Salary on Promotion or Transfer

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

Commencement salary on employment

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

Salary on Promotion or Transfer

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

Salary range review

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

- (c) A review under sub clause (a) may result in movement to either a higher or lower salary range within the employee's classification level or no change to the salary range, provided that the outcome of such a review cannot result in a salary range below the employee's salary range on appointment to that position.
- (d) Where the review under sub clause (a) results in a higher salary range the effective date of the movement to the higher salary range will be on and from the first pay period after the date of the employee's application for review or the date the employee was directed to undertake the duties of the higher range whichever is the earlier.
- (e) On movement to a higher salary range within a classification level, following a review under sub clause (a), an employee's salary will be determined as set out in sub clause (5).

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) Subject to sub clause 13(3)(c), within the education support class classification levels salary progression will be from the appropriate minimum, through the subdivisional range, to the maximum subdivision of that classification level.

Salary on Commencement of Employment

- (4) For the purposes of this clause "prior employment" means periods of employment as an education support class employee in Victorian government schools, other than casual employment, without any break in employment exceeding twelve months. The commencing salary of an education support class employee will be determined as follows, whichever results in the higher commencing salary:
- (a) unless otherwise determined by the Employer, the employee will commence employment at the minimum salary level applying to the position;
 - (b) the current equivalent of the salary subdivision, as stated in Schedule 1, received by the employee on the last day of their most recent period of prior employment. Provided that:
 - (i) if the prior employment was at a higher classification or salary range, the commencement salary will be determined at the minimum salary subdivision of the relevant salary range as stated in Schedule 1 plus an additional salary subdivision for each year of satisfactory prior employment at or above the relevant classification or salary range; or
 - (ii) where the salary in the prior employment was determined incorrectly or is inconsistent with normal salary progression for an employee, the commencement salary will be determined at the minimum salary subdivision of the relevant classification and salary range as stated in Schedule 1 plus an additional salary subdivision for each year of satisfactory prior employment at or above the relevant salary range;
 - (c) the commencing salary determined under sub clauses (a) and (b) cannot exceed the maximum salary specified in Schedule 1 for the relevant classification or salary range.

Salary on Promotion or Transfer

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

Salary range review

- (8)
 - (a) An education support class employee may request, or the Employer may initiate, a review of an employee's salary range. Any such request must be in writing.
 - (b) A review arising under sub clause (a) will be conducted in the context of any changes to the work value of the position and the performance of the employee and where practicable the employee will be advised of the outcome of the review within 28 days of initiation of the review.
 - (c) A review under sub clause (a) may result in movement to either a higher or lower salary range within the employee's classification level or no change to the salary range, provided that the outcome of such a review cannot result in a salary range below the employee's salary range on appointment to that position.
 - (d) Where the review under sub clause (a) results in a higher salary range the effective date of the movement to the higher salary range will be on and from the first pay period after the date of the employee's application for review or the date the employee was directed to undertake the duties of the higher range whichever is the earlier.
 - (e) On movement to a higher salary range within a classification level, following a review under sub clause (a), an employee's salary will be determined as set out in sub clause (5).
 - (f) The work value of a position will be determined in accordance with the Dimensions of Work as set out in Schedule 3.

Casual employment

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

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.

Allowances

Special payment

- 20 (1) A special payment may be paid to an employee, other than an executive class or principal class employee:
 - (a) for undertaking a task that is additional to the responsibilities that can be required of an employee at their respective classification level and salary range;
 - (b) as an attraction and/or retention incentive.
- (2) The minimum annual amount of a special payment is \$855. 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 the employee's absence on leave, will continue to be paid the special payment during the period of paid leave or until the expiration of the special payment, whichever is the earlier.

Salary loading allowance

- (5) (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 or \$1,236 in 2017, \$1,276 in 2018, \$1,318 in 2019 and \$1,361 in 2020 whichever is the lesser.
- (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 where that cessation occurs prior to the payment of the salary loading except where an employee dies or retires on account of age or ill-health.
- (v) An education support class employee will be paid pro rata salary loading allowance in respect of service prior to cessation of employment where that cessation occurs prior to the payment of the salary loading.
- (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 the employee ceasing to be employed is due to ill health which is likely to be permanent.

First aid allowance

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

Effective date	First Aid Allowance
Date of commencement	\$628
1/04/2018	\$637
1/10/2018	\$648
1/04/2019	\$658
1/10/2019	\$670
1/04/2020	\$680
1/10/2020	\$692

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 while employed in a special school will be paid the intensive care allowance specified below:

Effective date	Intensive Care Allowance
Date of commencement	\$364
1/04/2018	\$370
1/10/2018	\$376
1/04/2019	\$382
1/10/2019	\$389
1/04/2020	\$395
1/10/2020	\$401

Leave purchase allowance

- (8) Where an education support class employee attends for duty under sub clauses 24(5)(a)(ii) to (vii) the employee will be paid a leave purchase allowance equal to 72.47% of the employee's hourly rate of pay for each hour that the employee attends for duty during the additional paid leave accrued under clause 26(1)(b). Provided that the maximum amount of leave that may be purchased in any year is 228 hours.

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.

Modes of employment

- (2) (a) (i) The standard mode of employment in the Victorian Teaching Service is ongoing. However some fixed term or casual employment will continue to be necessary. In order to maximise employment opportunities, advertised vacancies are open to qualified applicants both within (fixed term or ongoing) and external to the Victorian Teaching Service.
- (ii) When a person is employed in an education support class position and such employment is specifically linked to Student Support Funding (or any successor program) that person will be employed as an ongoing education support class employee. Provided that, in the first seven years of employment if the funding or comparable funding reduces or ceases, the employee's employment can be ended by providing the education support class employee with no less than twelve weeks' notice. In this circumstance the employee is entitled to redeployment at or below their current classification level and salary range, in accordance with Department policy, for the twelve weeks prior to the expiration of the employee's period of employment. The employee will be interviewed for any positions for which they are an applicant.
- (b) Except as set out in this agreement, the local selection arrangements determined by the Employer will apply. Selection for advertised positions will continue to be determined solely on the basis of merit assessed in relation to the selection criteria of the position.
- (c) Notwithstanding 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.
- (d) Without limiting the generality of the following, employees will be employed ongoing except:
- (i) when a person is employed for a fixed period of time to replace an employee who is absent on leave of twelve months or less, other than a parental absence;
- (ii) when a person is employed for a fixed period of time to replace an employee during a parental absence that person will be employed for seven years. Provided that where:
- the employee absent on leave associated with a parental absence returns to duty or the employee's period of fixed term employment expires, the replacement employee's employment may cease prior to the expiration of the seven years on the employee being provided with not less than twelve weeks' notice of termination.
 - the employee absent on leave associated with a parental absence is ongoing and does not return to duty at the school, the employee employed to replace the ongoing employee absent on leave associated with a parental absence will be offered ongoing employment subject to a probationary period in accordance with sub clause (4);
- (iii) when the Employer has good reason to believe that, should a person not be employed fixed term, an excess staff situation will arise. This may include predicted enrolment decline determined by the enrolment predictions of the Employer;
- (iv) when a person is employed for a fixed period of time to undertake a specific project for which funding has been made available for a specified period of time provided that the vacancy is to be advertised for the duration of that funding;
- (v) where a teacher with full or provisional registration is not available and a person with permission to teach is employed for a fixed period of time, provided that such employment cannot exceed three years;
- (vi) any other reason considered appropriate by the Employer.
- (e) In notifying vacancies the Employer will identify the reason for each fixed term vacancy and implement during the life of this agreement, proactive processes to ensure that fixed term vacancies satisfy the criteria set out in sub clause (d). Relevant data will be provided to the Australian Education Union on a quarterly basis.

- (f) The Employer will offer ongoing employment to any eligible employee where a suitable ongoing position would otherwise be advertised in the school, subject to a probationary period as set out in sub clause (4).
- (g) For the purposes of sub clause (f), and subject to sub clause (h), an “eligible employee” means a fixed term employee employed continuously for longer than twelve months or a complete school year inclusive of all school vacation periods if that is less than twelve months:
 - (i) in response to a vacancy advertised for longer than 12 months;
 - (ii) in response to a vacancy advertised for 12 months or less resulting in two or more fixed periods of employment as a result of the operation of sub clause (2)(c)(ii);
 - (iii) in response to two or more vacancies advertised for 12 months or less resulting in two or more fixed periods of employment; or
 - (iv) in response to an advertised parental absence vacancy in the second or subsequent year of that replacement.
- (h) Notwithstanding sub clause (g) a fixed term employee who is a visa holder cannot be translated to ongoing employment where that is inconsistent with the terms of the employee’s visa.

Management of employees with priority status

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

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

“**employee with redeployment status**” means a fixed term education support class employee employed for longer than 12 months in two or more fixed periods of employment where the break between periods of employment is not more than three weeks, excluding school vacation periods.
- (b) An employee with priority status is entitled to redeployment at or below their current classification level and salary range in accordance with Department policy and will be interviewed for any positions for which they are an applicant. In addition, an ongoing employee identified as excess to workplace requirements will be provided with dedicated redeployment/career transition support external to the school. All reasonable efforts will be made by the Employer to place employees with priority status, as a result of a school closure, in suitable alternative positions.
- (c) An education support class employee with redeployment status is entitled to redeployment at or below their current classification level and salary range, in accordance with Department policy, for the twelve weeks prior to the expiration of the employee’s fixed period of employment. Education support class employees with redeployment status will be interviewed for any positions for which they are an applicant.
- (d) Except as set out in this agreement, the arrangements determined by the Employer for the management of employees with priority status will apply. Where it is unlikely that an employee who is excess to workplace requirements will be redeployed to a suitable position, other action, including retrenchment, may be considered. The general expectation is that retrenchment will not be considered unless redeployment and retraining opportunities have been explored for a period of longer than twelve months, or six months in respect of education support class employees, from the date the employee was declared excess.

Probation

- (4) (a) The employment of a person on an ongoing basis is subject to a probationary period for such period not exceeding twelve months, or six months in respect of education support class employees, as the Employer determines whether generally or in any particular case or class of cases.
- (b) A person employed on probation will remain a probationer until the employment is confirmed or annulled in accordance with this clause.
- (c) The Employer may confirm or annul the employment of a person at any time while on probation.
- (d) At the expiration of the period of probation the Employer will either:
 - (i) confirm the employment;

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

Teacher Work

- 22 (1) The parties are committed to ensuring that all students experience high quality teaching and that they are supported to become effective learners. It is important that students are provided with the highest quality learning conditions and that teachers have every opportunity to deliver quality education. The roles and responsibilities that can be required of leading teachers, learning specialists and classroom teachers are set out in Schedule 2.
- (2) Class size, preparation 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) 20 hours per week for a secondary school teacher or 18 hours 40 minutes per week if a teacher supervises sporting activities of students on a structured basis for a period of two hours per week.
 - (ii) 22 hours 30 minutes per week for a primary school teacher.
 - (iii) the pro-rata of sub clauses (b)(i) and (ii) for a teacher in a P-12 school having regard to the proportion of teaching performed in years P-6 and 7-12 respectively.
- (c) The provisions of sub clause (4)(b) operate to the exclusion of any other provisions regulating face-to-face teaching.
- (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 her or his required duties within a reasonable timeframe within the following limits:
- (a) In primary schools, the allocation of the face-to-face requirements of a teacher must not exceed the limits set out in sub clause (4)(b).

- (b) In secondary schools, the allocation of the face-to-face requirements cannot exceed an index of 480 (calculated by multiplying the teacher's actual face-to-face hours per week, inclusive of extras, by the number of students in each class) or limits set out in sub clause (4)(b). Time allowances are to be included in the index (calculated by multiplying the actual time allowance hours per week by the average number of students in all of the teacher's classes).
 - (c) Where the allocation of the face-to-face teaching hours of a teacher is determined under sub clause (a) or (b) the formula in sub clause (7)(c) does not apply.
 - (d) Notwithstanding sub clauses (5) and (8), the work of teacher librarians, MARC/MACC teachers, visiting teachers, instrumental music teachers may be varied through the consultative process with the agreement of the teacher(s) to meet the particular circumstances of that school, network of schools or regional workplace.
- (6) (a) The primary focus of a classroom teacher in their first few years of teaching is on further developing skills and competencies needed to become an effective classroom practitioner. It is recognised that ongoing support and development of these teachers is critical for the teachers themselves, the schools in which they teach, the communities in which they play a significant role, and for the students whose futures they shape.
- (b) To this end, the work allocated to classroom teachers in their first 12 months of teaching should recognise the need for those teachers to perform all of their required duties within a reasonable timeframe and to participate in the necessary induction and development activities designed to assist these teachers in their first 12 months. Accordingly, within the resources available to the school, the scheduled duties of a classroom teacher in their first 12 months should be reduced by at least 5% over the school week consistent with the allocation of duties at the school determined in accordance with sub clauses (5) and (8). If a teacher is requested to act as mentor for a classroom teacher in their first 12 months the principal, as the Employer's representative, should ensure that this role can be undertaken having regard to the total work required of that teacher over the 38 hour week.
- (7) Unless otherwise agreed at the school in accordance with the consultative provisions of this agreement:
- (a) (i) replacement or reorganised classes of equivalent time period, which will not count as an extra, may be assigned to a teacher who loses normal classes for any reason. Such classes may only be assigned within the day normal classes are lost.
 - (ii) In November and December of each year as classes are dismissed, teachers may be allocated replacement classes up to 80% of their timetabled allotment. Such classes may only be assigned within the week normal classes are lost.
 - (b) Extras will be considered within the face-to-face teaching maximum as determined in 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), unless otherwise agreed at the school, the maximum allocation of extras to a teacher is calculated by the formula:

$$\frac{(1150 \text{ less the number of face-to-face teaching minutes pw}) \times 42}{2}$$

2

- (8) (a) From the commencement of the 2018 school year, a teacher with face-to-face teaching scheduled at the maximum (as set out in clause 22(4)(b)) will be provided with 30 hours of time to undertake the work directly related to the teaching and learning program of their class(es) (such as face-to-face teaching, planning, preparation, assessment of student learning, collaboration, professional development, and peer observation including feedback and reflection) with the remaining 8 hours available for other activities (such as yard duty, meetings, other duties and lunch).
- (b) Both the 30 hours and the 8 hours will be adjusted according to the proportion of face-to-face teaching in accordance with the following formula:
- $$(\text{actual face-to-face} \div \text{maximum face-to-face}) \times 30 \text{ hours}$$

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

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. Where it is determined that an organisational duty should attract a special payment the amount of the special payment may be set at different amounts for each of the teacher class salary ranges.
 - (c) Once this 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 the Employer's merit-based selection process, including the use of a selection panel where appropriate, 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.

Professional Practice Days

- (12) (a) From the commencement of the 2018 school year each teacher is entitled to one day per term (four days per year) release from their scheduled duties, including teaching, to focus on the improved delivery of high quality teaching and learning. These days are in addition to existing pupil free days and pro-rata for a teacher employed part-time.
- (b) The work undertaken on these days will be consistent with Departmental and school priorities and selected from the following areas: planning, preparation, assessment of student learning, collaboration, curriculum development, relevant professional development and peer observation including feedback and reflection.
 - (c) The timing and focus of each day for each teacher will be nominated by the teacher and be agreed in consultation with the principal.

- (d) Where the timing and/or focus are not agreed the timing will be determined by the principal and the focus of the day will be determined by the teacher and will be consistent with the focus areas set out in sub clause 12(b).
- (e) This sub clause (12) will cease to operate or have any effect from 18 April 2021.

Excessive or Unreasonable Work

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

Attendance

General

- 24 (1) (a) Ordinary hours of work for full-time employees are 76 hours a fortnight.
- (b) Subject to sub clauses 24(8) and 24(9) an employee cannot be required to undertake duties in excess of 38 hours in a week.
- (2) An employee employed part time is employed to work an agreed number of regular hours less than 76 per fortnight.

Teachers

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

Education Support Class

- (5) (a) (i) An education support class employee will be in attendance for a minimum of 7.6 hours daily between 8a.m. and 6p.m. from Monday to Friday.
- (ii) An education support class employee can be required to attend for duty and/or professional development up to a maximum of 6 days of the additional paid leave specified in clause 26(1)(b). Attendance can only be required during one or two school vacation periods in a year at the commencement or conclusion of a school vacation period and the employee must be provided with reasonable notice, being not later than four weeks into the preceding term.
- (iii) An education support class employee can only be required to perform duties consistent with their role(s) when required to attend during school vacation periods, under 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.

- (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 paid leave specified in clause 26(1)(b). Provided that, unless otherwise agreed, an employee working more than the former 48/52 model of employment on the date the *Victorian Government Schools Agreement 2013* commenced to operate (that is 10 July 2013), is paid the leave purchase allowance specified in clause 20(8) to reflect the employee's leave arrangements immediately prior to the commencement of the *Victorian Government Schools Agreement 2013* (that is 10 July 2013).
 - (vi) Notwithstanding sub clauses (ii) and (v) a position may be advertised that requires attendance during any or all of the additional paid leave specified in clause 26(1)(b). Provided that, where a position which ordinarily requires attendance for all of the additional paid leave specified in clause 26(1)(b) and does not attract the maximum leave purchase allowance specified in clause 20(8), the duties of that position must be commensurate with the employment arrangement.
 - (vii) An education support class employee attending for duty and/or professional development under 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 paid leave set out in clause 26(1)(b) and the additional paid leave entitlement reduced accordingly. The maximum period of attendance under sub clauses (ii) to (vi) in any one year is 228 hours (30 days) in total.
- (b) An education support class employee and the Employer 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 the lunch break;
 - (iii) attendance at school meetings and meetings with parents;
 - (iv) in the case of part-time employment, the number of hours worked per fortnight;
 - (v) flexible work arrangements.

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

- (6) An education support class employee cannot be required to work more than five hours without a lunch break of a minimum duration of 30 minutes. The lunch break is unpaid and free from assigned duties between the hours of 11:30am to 2:30pm unless otherwise agreed under sub clause (5)(b).
- (7) An education support class employee's attendance at a court as a Crown witness or under subpoena or summons in the employee's official capacity will be treated as duty for salary purposes subject to presentation of evidence that the employee attended the court.

Time-in-Lieu

- (8) (a) (i) Subject to clause 24(11) the Employer may require a teacher to attend a parent-teacher report meeting. A teacher may request not to attend a parent/teacher report meeting where this will unreasonably affect the teacher's personal or family commitments. The Employer may only refuse the request on reasonable grounds.
- (ii) Where attendance at a parent-teacher report meeting results in a teacher's attendance in that week exceeding 38 hours for a full time teacher or a part time teacher's normal hours of duty, that teacher will be granted time-in-lieu for the hours in excess of 38 hours for a full time teacher or the normal hours of duty of a part time teacher. Time-in-lieu may be granted in that week or any other week of the school year and is to be granted at a time that causes least disruption to the educational program of that school.
- (b) (i) Subject to sub clauses (b)(ii) and (iii), where a teacher has not been granted time-in-lieu that has accrued under sub clause (a)(ii) by 1 December in a year, that teacher may vary their attendance time on any school day prior to the end of that school year equivalent to the time owed.
- (ii) Variation of a teacher's attendance under sub clause (i) is subject to the teacher providing the principal, as the Employer's representative, with not less than three working days' notice.

- (iii) Where the number of teachers seeking to vary their attendance time on the same day would otherwise result in the dismissal of students on that day, the principal, as the Employer's representative, is responsible for determining the timing of the absences to avoid the dismissal of students.
- (9) (a) The Employer may require an education support class employee to work in excess of the employee's normal hours of duty where such work is unavoidable and reasonable notice is provided. All work required in excess of an education support class employee's normal weekly hours of duty must be documented by the Employer.
- (b) An education support class employee who is directed to work under sub clause (a) may request not to do so where this would unreasonably affect personal or family commitments and the Employer will not unreasonably refuse such a request.
- (c) (i) An education support class employee is entitled to time off in lieu for work required under sub clause (a).
- (ii) The Employer will grant time in lieu equivalent to the hours of work in excess of the education support class employee's normal hours of duty documented under sub clause (a).
- (iii) The timing of the time in lieu is at the discretion of the Employer having regard to the operational needs of the school and the wishes of the education support class employee.
- (iv) As an alternative to time in lieu, the Employer and the education support class employee may agree to payment for time in lieu owed at the education support class employee's normal rate of pay.
- (d) Unless otherwise agreed between the Employer and the education support class employee, where time in lieu remains outstanding from the previous school year, at 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 the employee's normal rate of pay plus 50% for the additional time worked.

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 at the time of the reduction, or at a later time, to a future dated time fraction increase and this agreement must be in writing.
- (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 (reimbursement of expenses).

- (d) Nothing in sub clause (14) precludes an employee agreeing to be interviewed through an alternative medium (such as video conference).

Release for union state councillors

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

Class Size

- 25 (1) The principal, as the Employer's representative, will use the consultation provisions of this agreement when determining the class sizes in a school.
- (2) It is recognised that there are varied forms of teaching arrangements (including practical classes, team teaching and lecture tutorials) and different structural options, (including P-12 arrangements, senior school arrangements and senior campuses) that optimise student learning opportunities. In addition, the organisation of teaching should provide and maintain, so far as is practicable, a working environment that is safe and without risks to health.
- (3) In this context, and within the fixed resources provided to schools and the physical facilities schedule, class size should be planned on the minimum possible subject to clause 12(5). Provided that class sizes should be planned on the following basis:
- (a) P to 6 - an average of 26 provided that the average class size of 21 at P-2 is maintained;
- (b) 7 to 12 – groups of up to 25 students.

Practical class sizes

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

English as an Additional Language classes

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

Leave

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

- Any leave granted to an employee does not extend beyond the date that person's employment would otherwise have ceased.

Annual Leave

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

Personal Leave

- (3) Personal leave may be accessed in the event an employee is absent:
 - (a) due to personal illness or injury; or
 - (b) for the purposes of caring for an immediate family or household member who is sick or injured and requires the employee's care or support or who requires care or support due to an unexpected emergency (including the circumstances set out in clause 26(26)(e)(ii)).
- (4) An employee will be credited with 114 hours (15 days for a full time employee) personal leave on full pay on commencement of employment and 114 hours (15 days for a full time employee) personal leave on full pay for each year of service thereafter which will be cumulative. Provided that:
 - (a) in the first year of employment an employee, who exhausts their personal leave credits, may access personal leave credits which would later accrue up to a maximum of 114 hours (15 days for a full time employee);
 - (b) an employee employed for one or more fixed periods will not accrue more than 114 hours (15 days for a full time employee) personal leave in any year.
- (5) (a) An employee may use personal leave credits to make up the difference between payments made by the Transport Accident Commission and the employee's full pay.
- (b) Subject to sub clause (17)(k), an employee will not be entitled to personal leave for personal illness or injury on account only of being pregnant but nothing in this clause will prevent such an employee being entitled to personal leave for an illness resulting from pregnancy or childbirth.
- (6) In any year where an employee has exhausted their personal leave credits, the employee will be granted further personal leave to care for an immediate family or household member with pay up to a maximum of 22.8 hours (three days for a full time employee).
- (7) (a) Applications for personal leave must be supported by a required document.
- (b) A required document in respect of personal leave for injury or illness must state that the employee is unfit for duty for the period of leave.
- (c) A required document in respect of personal leave for carer's purposes must state that the immediate family or household member requiring care or support is suffering from an illness or injury which requires care or support by another or requires care or support due to an unexpected emergency.
- (8) Notwithstanding 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 the employee a danger to themselves or other employees or persons at the workplace, the Employer may require the employee to absent himself or herself from duty on personal leave until a medical practitioner approved by the Employer examines the employee and provides a report to the Employer.
- (b) A direction by the Employer under sub clause (a) of this clause must not be for a period of more than 10 working days. Provided that where the employee unreasonably refuses to attend a medical examination under sub clause (a), the Employer may direct the employee to absent themselves from duty on personal leave until the employee attends the medical examination or the Employer is otherwise satisfied that the employee is fit to resume duty.
- (c) If the medical report discloses that the employee is unfit for duty, the employee will be granted such further personal leave as the medical report indicates is necessary.
- (d) If the medical report discloses that the employee is fit for duty, the personal leave debited as a result of a direction under this clause will be restored and the employee repaid any salary or wages lost as a result of the direction under sub clause (a).

War service sick leave

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

Accident compensation leave

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

Infectious Diseases

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

Leave for jury service

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

Absence for Parental Purposes

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

- (i) (i) An employee with a child under school age may request to return to duty following a parental absence on a part-time basis to assist the employee in reconciling work and parental responsibilities.
- (ii) The Employer will consider the request under sub clause (i) having regard to the employee's circumstances and the operational needs of the school. Provided the request is genuinely based on the employee's parental responsibilities, the Employer may only refuse the request on reasonable grounds.
- (iii) Where an employee returns to duty on a part-time basis under sub clause (i) that employee will revert to the time fraction the employee was working immediately prior to the commencement of the employee's first period of parental absence when the youngest of the employee's children reaches school age.
- (j) (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at the employee's present work, the employee will, if there is an appropriate job available, be temporarily transferred to a safe job on the conditions attaching to that job for such period as is certified necessary by a registered medical practitioner.
- (ii) An employee temporarily transferred to a safe job under sub clause (i) is entitled to be paid not less than the employee's substantive salary immediately prior to the temporary transfer.
- (iii) If temporary transfer to a safe job is not practicable, the employee may elect, or the Employer may require the employee, to be absent on leave for such period as is certified necessary by a registered medical practitioner.
- (k) An employee, other than an education support class employee, who is pregnant may access paid leave to a maximum of thirty eight hours (five days for a full time employee), deducted from the employee's personal leave entitlement, to attend routine medical appointments associated with that pregnancy, provided that the employee:
 - (i) provides a medical certificate certifying the employee pregnant; and
 - (ii) provides a medical certificate for each appointment.
- (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 the employee:
 - (i) provides a medical certificate certifying the employee 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 absence.
- (m) An education support class employee whose spouse is pregnant may access paid leave to a maximum of 7.6 hours for the period of the pregnancy to enable the employee's attendance at routine medical appointments associated with the pregnancy, provided that:
 - (i) the employee provides a medical certificate certifying the employee's spouse is pregnant;
 - (ii) the employee provides a medical certificate for each appointment; and
 - (iii) appointments are scheduled at times that minimise disruption to the school and/or the requirement to engage replacement staff for the period of the absence.
- (n) Notwithstanding sub clause (a), where the pregnancy of an employee terminates or results in a stillborn birth after more than 12 weeks, the employee will be entitled to an absence of six months following the termination, inclusive of any period of maternity leave, or such longer period as may be medically certified.

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 commenced an absence from duty under clause (17)(d). Where the pregnancy of an employee terminates more than twenty weeks before the expected date of birth, the employee has no entitlement to leave under this sub clause but may be eligible for personal leave under clause (5)(b) or leave under section 80 of the *Fair Work Act 2009*.
- (b) (i) The employee is eligible for paid maternity leave if the employee has had 26 or more weeks qualifying service within the 52 weeks immediately preceding the date the employee commenced an absence from duty under sub clause (17)(d). The period during which an employee attends for duty within the periods specified by sub clauses (17)(d)(i) and (ii) will not be included as part of the 26 weeks qualifying service.
- (ii) An employee may elect to take paid maternity leave on full or half pay or a combination of both. Provided that an employee who elects to take some or all of their paid maternity leave on half pay must notify the Employer of this intention prior to commencing leave unless otherwise agreed between the employee and the Employer.
- (c) For the purposes of sub clause (b) qualifying service means:
- (i) any duty as an employee other than any period of employment on a casual basis;
- (ii) any leave with pay approved by the Employer;
- (iii) any leave without pay approved by the Employer to count as qualifying service;
- (iv) any other service approved by the Employer to count as qualifying service.
- (d) While on maternity leave with pay, an employee will be paid at:
- (i) the time fraction which the employee was working immediately before commencing maternity leave; or
- (ii) the time fraction immediately prior to commencing long service leave, if the employee ceases long service leave on half pay immediately before commencing the parental absence under sub clause 17(c).
- (e) An employee who is eligible for paid leave under this sub clause and sub clause (13) in respect of a maternity leave absence is entitled to maternity leave with pay in accordance with this clause less the amount paid by way of weekly compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* and has no further entitlement to leave under sub clause (13) during the maternity leave period.
- (f) (i) An ongoing employee, other than an education support class employee, whose period of paid maternity leave expires during a school vacation period is entitled to receive their pay for the remainder of that vacation period provided the employee has provided notice under sub clause (17)(h)(i) and returns to duty.
- (ii) A fixed term employee, other than an education support class employee, whose period of employment concludes on or before the end of a school vacation period and after the period of paid maternity leave expires is entitled to receive pay for the remainder of the period of fixed term employment should that employee have no further offer of employment. Where there is a further offer of employment, which has been accepted, the employee has the option of resuming duty and receiving salary for the remainder of the school vacation period or to proceed onto unpaid family leave.

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 caregiver 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 eight 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 sub clause (19).
- (c) Where two employees apply for leave under this clause in respect of the same child (or children, as the case may be) each employee is entitled to leave with pay for 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 their pay for the remainder of that vacation period provided the employee returns to duty immediately after the vacation.
- (ii) A fixed term employee, other than an education support class employee, whose period of employment concludes on or before the end of a school vacation period and after the period of paid leave under this sub clause (19) expires is entitled to receive pay for the remainder of the period of fixed term employment should that employee have no further offer of employment. Where there is a further offer of employment, which has been accepted, the employee has the option of resuming duty and receiving salary for the remainder of the school vacation period or to proceed onto unpaid family leave.
- (e) An employee who is eligible for paid leave under this sub clause and sub clause (13) at the same time is entitled to paid leave under this sub clause less the amount paid by way of weekly compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* and will have no further entitlement to leave under sub clause (13) during that period.
- (f) If an employee, other than a casual employee, is granted parental responsibility for a child under a care order made pursuant to the *Children, Youth and Families Act 2005 (Vic)* by the Children's Court or the Family Court, and the employee is the primary caregiver of the child, the employee is entitled to two weeks paid leave at a time agreed with the Employer. For the avoidance of doubt, an employee is only entitled to this period of leave once in relation to a particular child.

Partner leave

- (20) (a) An employee who submits satisfactory evidence that the employee has accepted responsibility for the care of a child (or children in respect of a multiple birth) will be granted leave with pay, at the rate the employee would have received but for the absence on partner leave, for up to 38 hours (five 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 *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* and will have no further entitlement to leave under sub clause (13) during the partner leave period.
- (d) An employee is not eligible for paid leave under this clause if that employee is also eligible for leave under sub clauses (18) or (19) in respect of the same child (or children in respect of a multiple birth).

Long service leave

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

Spouse leave

- (22) (a) Leave without pay from three months to 12 months will be granted once every three years to an employee whose spouse, as a consequence of pursuing their occupation, is required to shift residence interstate or overseas.
- (b) Leave without pay from three months to 12 months may be granted once every three years to an employee:
- (i) whose spouse is travelling interstate or overseas; or
 - (ii) whose spouse is transferred within Victoria where no employment in the teaching service can be offered to the employee at the new location; or
 - (iii) whose spouse is also an employee and is granted long service leave, provided that spouse leave may be granted for the period of long service leave granted.
- (c) Employees granted leave under sub clauses (a) or (b) must resume duty at the start of the school term following the expiration of the spouse leave.
- (d) Notwithstanding sub clauses (a) and (b), the Employer may approve such other period of leave and may approve more than one grant of leave in any three year period.
- (e) Leave without pay granted under this sub clause (22) does not count as service for any purpose but does not break the continuity of an employee's service.

Sabbatical leave

- (23) (a) The Employer may grant an employee sabbatical leave on 80% of salary subject to the employee agreeing to have their annual salary reduced by 20% for the relevant work period, and the employee entering an agreement with the Employer covering the terms and conditions of the sabbatical leave.
- (b) Unless otherwise approved by the Employer, sabbatical leave must be taken immediately following the completion of the relevant work period during which salary was reduced under 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) An employee (other than a casual employee) is entitled to holidays on the following days:
- (a) 1 January (New Year's Day). Where New Year's Day falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday
 - (b) 26 January (Australia Day). Where Australia Day falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday
 - (c) the second Monday in March (Labour Day)
 - (d) Good Friday
 - (e) Easter Saturday
 - (f) Easter Monday
 - (g) 25 April (ANZAC Day) or any substitute day proclaimed by the State of Victoria
 - (h) the second Monday in June (Queen's Birthday)
 - (i) the first Tuesday in November (Melbourne Cup Day) or such other day as is gazetted under the *Public Holidays Act 1993 (Vic)* as a day in lieu of Melbourne Cup Day in a particular non metropolitan municipal district
 - (j) 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
 - (k) 26 December (Boxing Day). Where Boxing Day falls on a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

Family Violence leave

General Principle

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

Definition of Family Violence

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

Eligibility

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

General Measures

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

Leave

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

Individual Support

- (f) (i) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Employer will approve any reasonable request from an employee experiencing family violence for:
 - temporary or ongoing changes to their span of hours or pattern of hours and/or shift patterns;
 - temporary or ongoing job redesign or changes to duties;
 - temporary or ongoing relocation to suitable employment;
 - a change to their telephone number or email address to avoid harassing contact;
 - any other appropriate measure including those available under existing provisions in Departmental policy for family friendly and flexible work arrangements.

- (ii) Any changes to an employee's role should be reviewed at agreed periods. When an employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the employee's substantive position.
- (iii) An employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local employee support resources. The EAP will include professionals trained specifically in family violence.
- (iv) An employee that discloses that they are experiencing family violence will be given information regarding current support services.

Leave to Attend Trade Union Training Courses

- (27) (a) An employee who has been nominated by a union and has been accepted by a training provider to attend a trade union training course will be granted up to five days leave in any one calendar year to enable attendance.
- (b) Trade union training leave will be granted with pay where:
- the leave will not cause disruption to the school's program
 - arrangements could not be made to attend training out of hours or during school vacations
 - the proposed training is of benefit to the Teaching Service or the school
 - suitable relief arrangements can be arranged at the union's expense.
- (c) In all other cases, trade union training leave will be granted without pay subject to suitable relief arrangements being available.

General

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

Reimbursement of Expenses

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

Allowable expenses

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

Private phone use

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

Private motor vehicle use

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

Removal expenses

- (8) An ongoing employee who is required to relocate their residence owing to:
- (a) promotion to an advertised vacancy;
- (b) transfer following an official instruction;
- (c) transfer to an advertised vacancy after having served for at least five years in the one school or location or at least four years in a school designated by the Employer as remote; or
- (d) redeployment, as an excess employee
- will be reimbursed expenses incurred for travel, meals, accommodation at the rates specified in sub clauses (1) to (3) and the cost of removal of household and personal belongings by the most direct route in respect of the employee and their dependants including the cost of comprehensive insurance cover for those items whilst in transit, up to a maximum cover of \$45,000 or such higher amount approved by the Employer.
- (9) Unless otherwise approved by the Employer, an employee is not eligible for reimbursement of removal expenses under sub clause (8) in the case of:
- (a) a transfer arising from the request, fault, or misconduct of an employee; or
- (b) relocation from place to place within Ballarat, Bendigo, Geelong or within the Melbourne metropolitan area.
- (10) Where more than one employee is eligible to be reimbursed removal expenses in respect of the one relocation, only one employee is entitled to be reimbursed removal expenses.
- (11) An employee promoted or transferred in circumstances provided in sub clauses (8)(a), (b) or (d), other than an employee who is not entitled to be reimbursed under sub clause (9), will be paid:
- (a) a re-establishment allowance of:
- (i) an employee without dependants - \$500; or
- (ii) an employee with dependants - \$1,000.
- provided that, where more than one employee is eligible to be reimbursed removal expenses in respect of the same relocation, the total allowance paid under this sub clause will not exceed \$1,000.
- (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.
- (12) An employee who owns a motor vehicle(s) that is used for transport to the new location will be reimbursed at the appropriate rate prescribed in sub clause (7).

Dispute Resolution Procedures

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

Obligations

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

Discussion of dispute

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

Internal process

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

Disputes of a Collective Character

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

Unresolved Disputes

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

Electronic Communications

- 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.

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 one or more of the following matters:
- (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) leave loading.

Supported Wage

- 32 (1) The Supported Wage System set out in Schedule 5 applies to an employee who is unable to perform the range of duties to the competence level required within the employee's class of work, because of the effects of a disability on the employee's productive capacity and who meets the impairment criteria for receipt of a disability support pension.
- (2) An employee engaged as a trainee will receive payment in accordance with the *National Training Wage Award 2000*.

Abandonment

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

Notice of Termination

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

Signatories:



Gill Callister
Secretary
Department of Education and Training
2 Treasury Place
East Melbourne 3002

Date: 22/6/2017



Meredith Peace
President
Australian Education Union
Victorian Branch
126 Trenerry Crescent
Abbotsford 3067

Date: 22/06/2017



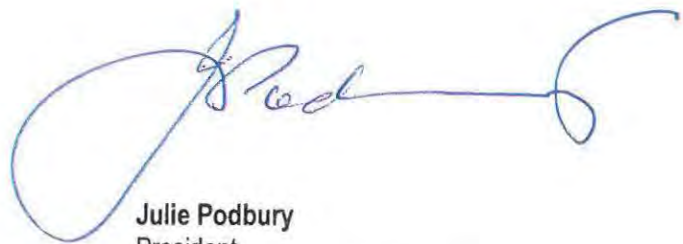
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Date: 27/6/2017



Lisa Fitzpatrick
Secretary
Australian Nursing & Midwifery Federation
Victorian Branch
540 Elizabeth Street
Melbourne 3000

Date: 26/6/2017



Julie Podbury
President
Australian Principals Federation
Victorian Branch
Suite 1315A, 401 Docklands Drive
Docklands 3008

Date: 27/6/2017

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 2 to 6 as follows:

Range	Effective from the first pay period on or after						
	Commencement	1/04/2018	1/10/2018	1/04/2019	1/10/2019	1/04/2020	1/10/2020
Range 6							
6-4	\$199,265	\$203,250	\$207,315	\$211,462	\$215,691	\$220,005	\$224,405
6-3	\$195,358	\$199,265	\$203,250	\$207,315	\$211,462	\$215,691	\$220,005
6-2	\$191,527	\$195,358	\$199,265	\$203,250	\$207,315	\$211,462	\$215,691
6-1	\$187,772	\$191,527	\$195,358	\$199,265	\$203,250	\$207,315	\$211,462
Range 5							
5-4	\$184,089	\$187,771	\$191,527	\$195,357	\$199,264	\$203,250	\$207,315
5-3	\$180,481	\$184,090	\$187,772	\$191,527	\$195,358	\$199,265	\$203,250
5-2	\$176,941	\$180,480	\$184,090	\$187,772	\$191,527	\$195,358	\$199,265
5-1	\$173,472	\$176,941	\$180,480	\$184,090	\$187,772	\$191,527	\$195,358
Range 4							
4-4	\$168,145	\$171,508	\$174,938	\$178,437	\$182,006	\$185,646	\$189,359
4-3	\$164,526	\$167,816	\$171,173	\$174,596	\$178,088	\$181,650	\$185,283
4-2	\$160,985	\$164,204	\$167,489	\$170,838	\$174,255	\$177,740	\$181,295
4-1	\$157,518	\$160,669	\$163,882	\$167,160	\$170,503	\$173,913	\$177,391
Range 3							
3-4	\$154,128	\$157,211	\$160,355	\$163,562	\$166,833	\$170,170	\$173,573
3-3	\$151,204	\$154,228	\$157,312	\$160,458	\$163,668	\$166,941	\$170,280
3-2	\$147,949	\$150,908	\$153,927	\$157,005	\$160,145	\$163,348	\$166,615
3-1	\$144,764	\$147,659	\$150,612	\$153,625	\$156,697	\$159,831	\$163,028
Range 2							
2-4	\$141,648	\$144,481	\$147,371	\$150,318	\$153,324	\$156,391	\$159,519
2-3	\$136,326	\$139,053	\$141,834	\$144,671	\$147,564	\$150,515	\$153,526
2-2	\$133,391	\$136,059	\$138,780	\$141,556	\$144,387	\$147,275	\$150,220
2-1	\$130,520	\$133,130	\$135,793	\$138,509	\$141,279	\$144,105	\$146,987

(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	1/04/2018	1/10/2018	1/04/2019	1/10/2019	1/04/2020	1/10/2020
Range 4							
4-4	\$168,145	\$171,508	\$174,938	\$178,437	\$182,006	\$185,646	\$189,359
4-3	\$164,526	\$167,816	\$171,173	\$174,596	\$178,088	\$181,650	\$185,283
4-2	\$160,985	\$164,204	\$167,489	\$170,838	\$174,255	\$177,740	\$181,295
4-1	\$157,518	\$160,669	\$163,882	\$167,160	\$170,503	\$173,913	\$177,391
Range 3							
3-4	\$154,128	\$157,211	\$160,355	\$163,562	\$166,833	\$170,170	\$173,573
3-3	\$151,204	\$154,228	\$157,312	\$160,458	\$163,668	\$166,941	\$170,280
3-2	\$147,949	\$150,908	\$153,927	\$157,005	\$160,145	\$163,348	\$166,615
3-1	\$144,764	\$147,659	\$150,612	\$153,625	\$156,697	\$159,831	\$163,028
Range 2							
2-4	\$141,648	\$144,481	\$147,371	\$150,318	\$153,324	\$156,391	\$159,519
2-3	\$136,326	\$139,053	\$141,834	\$144,671	\$147,564	\$150,515	\$153,526
2-2	\$133,391	\$136,059	\$138,780	\$141,556	\$144,387	\$147,275	\$150,220
2-1	\$130,520	\$133,130	\$135,793	\$138,509	\$141,279	\$144,105	\$146,987
Range 1							
1-4	\$129,168	\$131,751	\$134,386	\$137,074	\$139,816	\$142,612	\$145,464
1-3	\$125,187	\$127,691	\$130,244	\$132,849	\$135,506	\$138,216	\$140,981
1-2	\$121,659	\$124,092	\$126,574	\$129,106	\$131,688	\$134,322	\$137,008
1-1	\$118,230	\$120,595	\$123,007	\$125,467	\$127,976	\$130,536	\$133,147

(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	1/04/2018	1/10/2018	1/04/2019	1/10/2019	1/04/2020	1/10/2020
Range 6							
6-4	\$199,265	\$203,250	\$207,315	\$211,462	\$215,691	\$220,005	\$224,405
6-3	\$195,358	\$199,265	\$203,250	\$207,315	\$211,462	\$215,691	\$220,005
6-2	\$191,527	\$195,358	\$199,265	\$203,250	\$207,315	\$211,462	\$215,691
6-1	\$187,772	\$191,527	\$195,358	\$199,265	\$203,250	\$207,315	\$211,462
Range 5							
5-4	\$184,089	\$187,771	\$191,527	\$195,357	\$199,264	\$203,250	\$207,315
5-3	\$180,481	\$184,090	\$187,772	\$191,527	\$195,358	\$199,265	\$203,250
5-2	\$176,941	\$180,480	\$184,090	\$187,772	\$191,527	\$195,358	\$199,265
5-1	\$173,472	\$176,941	\$180,480	\$184,090	\$187,772	\$191,527	\$195,358
Range 4							
4-4	\$168,145	\$171,508	\$174,938	\$178,437	\$182,006	\$185,646	\$189,359
4-3	\$164,526	\$167,816	\$171,173	\$174,596	\$178,088	\$181,650	\$185,283
4-2	\$160,985	\$164,204	\$167,489	\$170,838	\$174,255	\$177,740	\$181,295
4-1	\$157,518	\$160,669	\$163,882	\$167,160	\$170,503	\$173,913	\$177,391

Range	Effective from the first pay period on or after						
	Commencement	1/04/2018	1/10/2018	1/04/2019	1/10/2019	1/04/2020	1/10/2020
Range 3							
3-4	\$154,128	\$157,211	\$160,355	\$163,562	\$166,833	\$170,170	\$173,573
3-3	\$151,204	\$154,228	\$157,312	\$160,458	\$163,668	\$166,941	\$170,280
3-2	\$147,949	\$150,908	\$153,927	\$157,005	\$160,145	\$163,348	\$166,615
3-1	\$144,764	\$147,659	\$150,612	\$153,625	\$156,697	\$159,831	\$163,028
Range 2							
2-4	\$141,648	\$144,481	\$147,371	\$150,318	\$153,324	\$156,391	\$159,519
2-3	\$136,326	\$139,053	\$141,834	\$144,671	\$147,564	\$150,515	\$153,526
2-2	\$133,391	\$136,059	\$138,780	\$141,556	\$144,387	\$147,275	\$150,220
2-1	\$130,520	\$133,130	\$135,793	\$138,509	\$141,279	\$144,105	\$146,987
Range 1							
1-4	\$129,168	\$131,751	\$134,386	\$137,074	\$139,816	\$142,612	\$145,464
1-3	\$125,187	\$127,691	\$130,244	\$132,849	\$135,506	\$138,216	\$140,981
1-2	\$121,659	\$124,092	\$126,574	\$129,106	\$131,688	\$134,322	\$137,008
1-1	\$118,230	\$120,595	\$123,007	\$125,467	\$127,976	\$130,536	\$133,147

Teacher Class

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

Classification & salary range		Effective from the first pay period on or after						
		Commencement	1/04/2018	1/10/2018	1/04/2019	1/10/2019	1/04/2020	1/10/2020
Leading Teacher	Range 3							
	3-2	\$107,686	\$109,301	\$111,214	\$112,882	\$114,857	\$116,580	\$118,620
	3-1	\$102,655	\$104,195	\$106,019	\$107,609	\$109,492	\$111,134	\$113,079
Learning Specialist	Range 3							
	3-2	\$107,686	\$109,301	\$111,214	\$112,882	\$114,857	\$116,580	\$118,620
	3-1	\$102,655	\$104,195	\$106,019	\$107,609	\$109,492	\$111,134	\$113,079
Classroom Teacher	Range 2							
	2-6	\$98,047	\$99,518	\$101,260	\$102,778	\$104,577	\$106,146	\$108,003
	2-5	\$90,638	\$91,998	\$93,608	\$95,012	\$96,674	\$98,124	\$99,842
	2-4	\$87,412	\$88,724	\$90,276	\$91,630	\$93,234	\$94,633	\$96,289
	2-3	\$84,302	\$85,566	\$87,063	\$88,369	\$89,916	\$91,265	\$92,862
	2-2	\$81,301	\$82,521	\$83,965	\$85,224	\$86,716	\$88,016	\$89,557
	2-1	\$78,408	\$79,584	\$80,977	\$82,192	\$83,630	\$84,884	\$86,370
	Range 1							
	1-5	\$75,618	\$76,753	\$78,096	\$79,267	\$80,654	\$81,864	\$83,297
	1-4	\$72,927	\$74,020	\$75,316	\$76,445	\$77,783	\$78,950	\$80,332
	1-3	\$70,332	\$71,387	\$72,636	\$73,726	\$75,016	\$76,141	\$77,474
1-2	\$67,829	\$68,846	\$70,051	\$71,102	\$72,346	\$73,432	\$74,717	
1-1	\$65,415	\$66,396	\$67,558	\$68,572	\$69,772	\$70,818	\$72,058	

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	1/04/2018	1/10/2018	1/04/2019	1/10/2019	1/04/2020	1/10/2020
Level 2	Range 4							
	Max	\$107,686	\$109,301	\$111,214	\$112,882	\$114,857	\$116,580	\$118,620
	Min	\$98,047	\$99,518	\$101,260	\$102,778	\$104,577	\$106,146	\$108,003
	Range 3							
	P 3-3	\$90,638	\$91,998	\$93,608	\$95,012	\$96,674	\$98,124	\$99,842
	P 3-2	\$87,412	\$88,724	\$90,276	\$91,630	\$93,234	\$94,633	\$96,289
	P 3-1	\$84,302	\$85,566	\$87,063	\$88,369	\$89,916	\$91,265	\$92,862
Level 1	Range 2							
	P 2-5	\$81,301	\$82,521	\$83,965	\$85,224	\$86,716	\$88,016	\$89,557
	P 2-4	\$78,408	\$79,584	\$80,977	\$82,192	\$83,630	\$84,884	\$86,370
	P 2-3	\$75,618	\$76,753	\$78,096	\$79,267	\$80,654	\$81,864	\$83,297
	P 2-2	\$72,927	\$74,020	\$75,316	\$76,445	\$77,783	\$78,950	\$80,332
	P 2-1	\$70,332	\$71,387	\$72,636	\$73,726	\$75,016	\$76,141	\$77,474
	Range 1							
	P 1-6	\$67,829	\$68,846	\$70,051	\$71,102	\$72,346	\$73,432	\$74,717
	P 1-5	\$62,344	\$63,280	\$64,387	\$65,353	\$66,496	\$67,494	\$68,675
	P 1-4	\$57,753	\$58,619	\$59,645	\$60,540	\$61,599	\$62,523	\$63,617
	P 1-3	\$53,500	\$54,303	\$55,253	\$56,082	\$57,063	\$57,919	\$58,933
	P 1-2	\$49,560	\$50,303	\$51,184	\$51,951	\$52,861	\$53,654	\$54,592
P 1-1	\$45,910	\$46,599	\$47,414	\$48,125	\$48,968	\$49,702	\$50,572	

Education Support Class

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

Classification & salary range		Effective from the first pay period on or after						
		Commencement	1/04/2018	1/10/2018	1/04/2019	1/10/2019	1/04/2020	1/10/2020
Level 2	Range 6							
	6-5	\$129,584	\$131,528	\$133,829	\$135,837	\$138,214	\$140,287	\$142,742
	6-4	\$125,002	\$126,877	\$129,097	\$131,034	\$133,327	\$135,326	\$137,695
	6-3	\$120,542	\$122,350	\$124,492	\$126,359	\$128,570	\$130,499	\$132,783
	6-2	\$116,241	\$117,985	\$120,049	\$121,850	\$123,982	\$125,842	\$128,044
	6-1	\$112,093	\$113,775	\$115,766	\$117,502	\$119,559	\$121,352	\$123,476

Classification & salary range		Effective from the first pay period on or after						
		Commencement	1/04/2018	1/10/2018	1/04/2019	1/10/2019	1/04/2020	1/10/2020
Level 1	Range 5							
	5-5	\$108,460	\$110,087	\$112,013	\$113,694	\$115,683	\$117,419	\$119,473
	5-4	\$104,868	\$106,441	\$108,304	\$109,928	\$111,852	\$113,530	\$115,517
	5-3	\$101,468	\$102,990	\$104,792	\$106,364	\$108,226	\$109,849	\$111,771
	5-2	\$98,178	\$99,651	\$101,395	\$102,916	\$104,717	\$106,288	\$108,148
	5-1	\$94,996	\$96,421	\$98,109	\$99,580	\$101,323	\$102,843	\$104,642
	Range 4							
	4-6	\$91,915	\$93,294	\$94,927	\$96,350	\$98,037	\$99,507	\$101,249
	4-5	\$88,937	\$90,272	\$91,851	\$93,229	\$94,861	\$96,283	\$97,968
	4-4	\$86,055	\$87,346	\$88,874	\$90,207	\$91,786	\$93,163	\$94,793
	4-3	\$83,266	\$84,515	\$85,994	\$87,284	\$88,811	\$90,144	\$91,721
	4-2	\$80,566	\$81,774	\$83,206	\$84,454	\$85,932	\$87,221	\$88,747
	4-1	\$77,955	\$79,124	\$80,509	\$81,716	\$83,146	\$84,394	\$85,871
	Range 3							
	3-5	\$71,385	\$72,456	\$73,724	\$74,830	\$76,139	\$77,281	\$78,634
	3-4	\$67,960	\$68,980	\$70,187	\$71,240	\$72,486	\$73,574	\$74,861
	3-3	\$65,758	\$66,744	\$67,912	\$68,931	\$70,137	\$71,189	\$72,435
	3-2	\$63,636	\$64,591	\$65,721	\$66,707	\$67,874	\$68,892	\$70,098
	3-1	\$60,994	\$61,909	\$62,992	\$63,937	\$65,056	\$66,032	\$67,187
	Range 2							
	2-5	\$59,986	\$60,885	\$61,951	\$62,880	\$63,980	\$64,940	\$66,077
	2-4	\$58,186	\$59,058	\$60,092	\$60,993	\$62,061	\$62,991	\$64,094
	2-3	\$55,768	\$56,605	\$57,596	\$58,459	\$59,483	\$60,375	\$61,431
	2-2	\$53,961	\$54,770	\$55,728	\$56,564	\$57,554	\$58,418	\$59,440
	2-1	\$52,212	\$52,996	\$53,923	\$54,732	\$55,690	\$56,525	\$57,514
Range 1								
1-5	\$50,270	\$51,024	\$51,917	\$52,696	\$53,618	\$54,423	\$55,375	
1-4	\$48,641	\$49,371	\$50,235	\$50,988	\$51,880	\$52,659	\$53,580	
1-3	\$47,292	\$48,001	\$48,841	\$49,574	\$50,441	\$51,198	\$52,094	
1-2	\$45,146	\$45,823	\$46,625	\$47,325	\$48,153	\$48,875	\$49,730	
1-1	\$43,277	\$43,926	\$44,695	\$45,366	\$46,159	\$46,852	\$47,672	

Roles and Responsibilities – Teacher Class

Leading teacher

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

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

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

Position responsibilities

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

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

Learning Specialist

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

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

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

Position responsibilities

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

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

Classroom teacher

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

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

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

Classroom teacher Range 2

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

Range 2 classroom teachers will be expected to:

- have the content knowledge and pedagogical practice to meet the diverse needs of all students
- model exemplary classroom practice and mentor/coach other teachers in the school to engage in critical reflection of their practice and to support staff to expand their capacity

- provide expert advice about the content, processes and strategies that will shape individual and school professional learning
- supervise and train one or more pre-service teachers
- assist staff to use student data to inform teaching approaches that enable targets related to improving student learning outcomes to be achieved.

Classroom teacher Range 1

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

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

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

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

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

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.

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 	<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 	N/A	N/A

Student/Teacher Support	Administration/Operations	Technical	Professional Services
within a classroom setting <ul style="list-style-type: none"> • Assist with coordination and planning of student routines • Accountable for performance of allocated tasks 	payments and providing straightforward advice about the school <ul style="list-style-type: none"> • 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 		

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 (e.g. enrolled nurses) 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.

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 	<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 	<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 	N/A

Student/Teacher Support	Administration/Operations	Technical	Professional Services
<ul style="list-style-type: none"> (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 communicating objectives and outcomes relating to educational programs and/or students (v) Assists with the communication of student outcomes and educational programs • 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 	<ul style="list-style-type: none"> • 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 receipts • 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>is confined to a specific functional area e.g. science laboratory, information technology support, library</p> <ul style="list-style-type: none"> • 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 technical support to a school/s • 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 	

Student/Teacher Support	Administration/Operations	Technical	Professional Services
administration of such support; <i>and</i> (v) The position requires regular refreshing of the training/instruction relevant to the medical procedure			

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 (or equivalent such as three years plus 12 months' work experience). Professional student support positions become a feature at range 3 where standard professional services are delivered. Professional support and guidance will be close at hand and deviation from standard procedures and school policy will require guidance and direction from senior management. Typical professional support positions operating at this level would be registered nurses, speech pathologists, psychologists, occupational therapists and physiotherapists.

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.

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 	<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 	<ul style="list-style-type: none"> The minimum range for positions that carry a mandatory qualification requirement of not less than four years (or equivalent such as three years plus 12 months' work experience). Provide standard professional services independently within defined organisational parameters

Student/Teacher Support	Administration/Operations	Technical	Professional Services
	<ul style="list-style-type: none"> • 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 support areas that contributes significantly to the business management function within the school • Adapt the way work is organised and modify existing practices within precedent and established methods • With broad direction 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"> • 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 • 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"> • 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 • 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 and the standards set by the relevant registration body • 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, delivery of professional student support services and/or clinical management 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.

Professional student support positions at this level will carry out their duties and responsibilities, relative to their professional discipline, with a higher level of autonomy and with minimal reliance on professional supervision. This position would generally be filled by an experienced professional. At this level a position would be responsible for the development and implementation of professional support programs within an educational environment, including guidance to other professional staff.

An education support class position supports the educational services being provided to students, but must not include duties of teaching as defined in clause 2.6.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students cannot be required except 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.

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 leadership team in the delivery of client services • Advice and recommendations have significant influence on senior management and 	<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 supervise experimental and professional development programs for colleagues or other staff involved in the scientific or technical field 	<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 service delivery options • Undertake advanced interventions in dealing with particularly complex cases that may require cross-profession or agency collaboration

Student/Teacher Support	Administration/Operations	Technical	Professional Services
	the development of school policy		

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.

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.

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.

Unsatisfactory Performance Procedures

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

Advice to employee

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

Supported Wage System

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

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

5.2. *Eligibility criteria*

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

5.3. *Supported wage rates*

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

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

- (2) Provided that, the minimum amount payable will be not less than \$76 per week.
- (3) Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

5.4. *Assessment of capacity*

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

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

5.5. *Lodgement of Assessment instrument*

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

5.6. *Review of assessment*

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

5.7. *Other terms and conditions of employment*

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

5.8. *Workplace adjustment*

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

5.9. *Trial period*

- (1) In order for an adequate assessment of the employee's capacity to be made, the Employer may employ a person under the provisions of this Schedule for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (2) During that trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- (3) The minimum amount payable to the employee during the trial period will be no less than \$82 per week.
- (4) Work trials should include induction or training as appropriate to the job being trialled.
- (5) Where the Employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under 5.4 hereof.

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (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.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, 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 tenure); 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.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

Undertaking pursuant to section 190 of the Fair Work Act 2009 (Cth)

Victorian Government Schools Agreement 2017

The State of Victoria (Department of Education and Training) hereby gives the following undertaking under section 190 of the *Fair Work Act 2009* (Cth) in relation to the *Victorian Government Schools Agreement 2017 (Agreement)*:

Where in sub-clauses 5.3(2) and 5.9(3) of Schedule 5 to the Agreement there is a reference to the minimum amount per week that is payable to an employee to whom Schedule 5 applies, that amount will be interpreted as being \$84 per week.

The State of Victoria (Department of Education and Training) confirms that the effect of the undertaking set out above will not cause financial or other detriment to any employee or result in substantial changes to the Agreement. The effect of the undertaking is to increase the otherwise applicable minimum payment to reflect the new minimum payment that will apply under the *Victorian Government Schools Award 2016* from 1 July 2017.

Signed for and on behalf of the State of Victoria (Department of Education):

Signature of authorised representative

Name:

Tony Buggden

Office held:

Executive Director

Address:

People Division

Date:

30/6/2017

Signature of witness

Name:

Burton Reynolds

Title:

Principal Lawyer

Address:

2 Treasury Place, East Melbourne

Date:

30/6/17