

Acknowledgement of Country

This Agreement was written on the land of the Wurundjeri people of the Kulin Nation and includes the voices and contributions of First Nations educators. We acknowledge and pay our respects to all Aboriginal and Torres Strait Islander Peoples and Traditional Owners throughout Victoria, including Elders past and present, and First Nations leaders.

Title

1 This Agreement will be known as the Victorian Government Schools Agreement 2026.

Arrangement

2 This Agreement is arranged as follows:

SUBJECT	CLAUSE
Abandonment	34
Allowances	20
Arrangement	2
Attendance	24
Class Size	25
Classification Structure	13
Commitments	10
Consultation – major changes and changes to regular rosters and ordinary hours of work	29
Date and Period of Operation	5
Definitions	6
Dispute Resolution Procedures	28
Education Support Class	18
Electronic Communications	30
Excessive or Unreasonable Work	23
Executive Class	14
Flexible Work	31
Gender Equality	39
Incidence and Parties Bound	3
Individual Flexibility Arrangement	32
Industrial Relations Principles	11
Leave	26
No Further Claims	4
Notice of Termination	35
Objectives	9
Paraprofessional Class	17
Preamble	7-8
Principal Class	15
Reimbursement of Expenses	27
Reproductive Health and Wellbeing	40

Right to Disconnect	36
Salary Packaging	19
School Based Consultation	12
Staffing	21
Supported Wage	33
Teacher Class	16
Teacher and Education Support Work	22
Title	1
Workplace Delegates' Rights	37
Workplace Union Encouragement	38
SCHEDULE 1	Salary Rates
SCHEDULE 2	Roles and Responsibilities – Teacher Class
SCHEDULE 3	Roles and Responsibilities – Nurse
SCHEDULE 4	Dimensions of Work - Education Support Class
SCHEDULE 5	Aboriginal and/or Torres Strait Islander Employees
SCHEDULE 6	Unsatisfactory Performance Procedures
SCHEDULE 7	Supported Wage System

Incidence and Parties Bound

3 This Agreement will apply to and be binding upon:

- the State of Victoria;
- all persons employed in the Victorian Teaching Service; and
- any union noted by the Fair Work Commission in its decision to approve the Agreement.

No Further Claims

4 This Agreement is made in settlement of all claims arising from the union(s) 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 10 August 2030.

Date and Period of Operation

5 This Agreement will commence to operate on the seventh day after the Agreement is approved by the Fair Work Commission and its nominal expiry date will be 10 August 2030.

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 occupying, or for the time being performing the duties of, classroom teacher;

"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 within the Victorian Teaching Service;

“Employer” means the Secretary to the Victorian Department of Education or its successor or any person nominated to act on the Secretary’s behalf;

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

“extra” means a face-to-face teaching session which is taken by a teacher with a class/group of students who are not regularly timetabled to that teacher at the time when the face-to-face teaching session is to be taken. An extra is not a replacement or reorganised session.

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

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

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

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

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

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

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

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

“partner” of an employee means a person to whom the employee is married or a domestic partner of the employee;

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

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

“Schedules” means the Schedules to this Agreement;

“special payment” means any payment in the nature of an allowance or incentive as provided for by clauses 20(1)-(4) or clause 22(11)(b), 22(11)(c) and 22(11)(g) or item 5.6 of Schedule 5;

“staff” means any person covered by this Agreement who is employed within a Victorian government school;

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

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

“union(s)” means any union noted by the Fair Work Commission in its decision to approve this Agreement;

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

Preamble

- 7 (1) This Agreement between the State of Victoria (Department of Education), the employees covered by this Agreement and the union(s) is made to enhance the employment interests of persons employed in Victorian government schools consistent with the Victorian Government's commitment to a high-quality, universally accessible public education system.
- (2) The overall impact of this Agreement will be monitored through the life of this Agreement in terms of any unintended outcomes. This Agreement may be amended in accordance with the requirements of the *Fair Work Act 2009 (Cth)*.
- (3) This Agreement is not intended to exclude any part of the *National Employment Standards* in so far as the Standards apply to employees, or to provide any entitlement which is detrimental to an employee's entitlement under the *National Employment Standards*. For the avoidance of doubt, the *National Employment Standards* (to the extent the Standards apply) prevail to the extent that any aspect of this Agreement would otherwise be detrimental to an employee.
- (4) For the purposes of this Agreement, in relation to employees who are employed in non-school work locations, references to 'the principal' are to be read as references to 'the Regional Director', and references to 'school' are to be read as references to 'non-school work location'
- 8 (1) The parties agree that the salary increases set out in Schedule 1 will be payable to employees with effect from the first pay period commencing on or after the dates indicated in Schedule 1.
- (2) (a) On commencement of this Agreement employees will be paid a \$2,000 lump sum payment.
- (b) The lump sum specified in subclause (a) is the amount payable to a full-time employee. Part-time employees will receive a pro rata payment based on their time fraction as at the commencement date of this Agreement.
- (c) Notwithstanding subclause (a) an employee absent on leave without pay at the date of commencement of this Agreement will be paid the relevant lump sum on resumption from leave provided the resumption occurs on or before 10 August 2030.

Objectives

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

Commitments

- 10 Increasing the educational attainment of all Victorian children and young people requires a

commitment by the Employer to support employees to fulfil their responsibilities in the professional contexts in which they work. This requires all employees to maintain the currency of their practice in order to adapt to meet the diverse nature of the student cohorts who attend Victorian government schools. Therefore the parties bound to the Agreement are committed to the following:

- (1) Building on the achievements of the Victorian government school system.
- (2) System and school reform that leads to an improvement in the educational opportunities and outcomes for all young Victorians.
- (3) An education system that deploys and maximises its resources to benefit all young Victorians.
- (4) A policy and funding environment that recognises the differential needs of students and schools in order to achieve high quality outcomes for all students.
- (5) Principals using their devolved authority to effectively manage, develop and support their workforce to ensure that the quality of their work continues to improve and impacts positively on the attainment of their students.
- (6) Performance and development processes that recognise high quality teaching and learning, address underperformance and value continuous professional learning.
- (7) Collaboration, peer observation, coaching, planning, preparation, and assessment as key elements of professional practice.
- (8) Recognition that employees sometimes face situations of work-related violence, sexual harassment and gendered violence that may affect their attendance or performance at work. The parties are committed to creating and maintaining positive school climates that are safe, healthy and inclusive places for learning and work.
- (9) Recognition that Aboriginal and/or Torres Strait Islander employees may experience racism and environments that are culturally unsafe. The parties are committed to eliminating racism from schools and creating inclusive workplaces including the provision of ongoing cultural understanding and anti-racism training in all workplaces.
- (10) Recognition that communications that create an expectation that employees work beyond their ordinary hours may have an adverse effect on the wellbeing of employees. The parties are committed to working together to create and maintain an environment that enables employees to perform their duties at reasonable times of the working day.
- (11) The parties agree that the Employer may amend the policies and procedures referred to in clauses 13(3)(e), 21(3)(b), 21(3)(c), 30 and Item 5.19 of Schedule 5, and the Employer undertakes to consult with the union(s) in relation to any such amendments.
- (12) Recognition that the Employer may implement curriculum and/or pedagogy change in any year, and the Employer undertakes to consult with the union(s) prior to the implementation of such changes. Consultation will include consideration of the time required to effectively implement and embed such changes.
- (13) Recognition that the use of artificial intelligence in schools can have a positive impact on teaching and learning and employee work. The parties are committed to minimising any adverse impacts.
- (14) Recognition of the expertise of teachers in using their professional judgement to support improved student outcomes.
- (15) Recognition that, an employee cannot be required to undertake duties in excess of 38 hours in a week except as set out in subclauses 20(15), 24(8) and 24(9) where time in lieu or overnight school camp allowance is available.

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

School Based Consultation

12 (1) Employee morale and job satisfaction are enhanced where the views of employees are taken into account before decisions are made. Consultative arrangements will be established that ensure the principal's responsibility, as the Employer's representative, to make school-based decisions is carried out in a framework that enables employees to have input into the decisions that affect their working life, including changes that impact their workload.

(2) The principal, as the Employer's representative, has ultimate administrative and operational responsibility for decisions at the school, provided that these decisions are made in accordance with the consultation requirements 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 employee consultative arrangements that ensure school employees have the choice and opportunity to be involved in the consultative process in the school. The consultative arrangements must allow for the representation of employees for the purposes of consultation and the input of the union sub branch, if one exists at the school.

(ii) The consultative arrangements must be agreed at the school no later than 1 September to commence from Term 4 for the following twelve months.

(iii) As a minimum the agreed consultative arrangements will include the following:

- the consultative structure;
- the operational procedures including the chair, and schedule of meetings;
- the arrangements to enable committee members (where the structure involves a committee) the opportunity and time to canvass views in their school;
- time release for up to two union nominees to enable consultation with the union sub branch, which must not be less than provided in subclause (4)(d)(iii);
- the treatment of confidential material as it relates to employees of the school; and
- the method of recording and communicating decisions to employees.

(iv) A record of the agreed consultative arrangements is to be maintained at the school.

- (b) Each school will report to the Employer whether consultative arrangements have been agreed under subclause (4)(a).
- (c) Where a school reports that consultative arrangements have not been agreed, the matter will be considered by a nominee of the Employer and a nominee of the union(s) who will determine whether, in the particular circumstances, agreed arrangements can be implemented or the arrangements set out in subclause (d) are to apply.
- (d) Where it is determined under subclause (c) that agreed consultative arrangements cannot be implemented in any particular school the following consultative arrangements will apply from the commencement of term 4.

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

- the principal, as the Employer's representative;
- up to three nominees of the principal or in the case of a multi campus school at least one nominee of the principal from each campus;
- two employees elected by and from the total employees or in the case of a multi campus school one employee from each campus;
- two union nominees determined by the union(s) at the school or in the case of a multi campus school one union nominee from each campus;
- at least one of the elected employees or union nominees must be an education support class employee. Where no education support class employee is nominated or elected, this requirement has no effect.

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

- (ii) The consultative committee established under subclause (4)(d)(i) will provide final advice/recommendations to the principal prior to the principal, as the Employer's representative, making decisions on matters covered by subclause (5).
- (iii) The consultative committee established under subclause (4)(d)(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, at a time that does not require the employment of a replacement employee, and enable all members to attend;
- The consultative committee meeting agenda will be emailed to members of the committee at least three days prior to the meeting and urgent/late items may be considered unless opposed by the majority of the committee;
- The consultative committee will discuss the matters listed in clause (5);
- When confidential matters are discussed by the committee, all members of the committee are bound by that confidentiality;
- A record of each meeting of the consultative committee will be kept. The record will contain decisions made and any recommendations/advice contrary to the decision;
- Thirty hours' time release commencing from term 4 for the following twelve months for the union nominee(s) to enable consultation with the union sub

branch;

- The decisions and/or recommendation(s) of consultative committee meetings will be recorded in writing and communicated to employees at the school including employees on leave.

(iv) Where a principal makes a decision which is inconsistent with the advice/recommendation (if a recommendation is made) of the consultative committee, the principal will provide reasons for the decision in writing to the committee members within 5 working days.

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

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

“long-term planning” means:

- development of workforce plans;
- the planning and organisation of the program of instruction in the school (including the timetable and allocation of allotments and classes, transition arrangements, and any changes to school programs, including avoiding grade splitting where possible);
- organisation of teacher work consistent with clause 22 within the context of a 38 hour week, including time in lieu for school activities as set out in clause 24(8);
- organisational duties, including the allocation of time release and/or an allowance for the duty as set out in clause 22(11);
- organisation of education support class work, including:
 - time in lieu for any work required outside the ordinary hours of work consistent with clause 24(9)
 - time to participate in the performance and development process;
 - for science and other technicians, any time required for planning and preparation;
 - for classroom-based student support and allied health roles, any time required for planning and preparation;
- organisation of teacher work in their first twenty-four months of teaching;
- the arrangements for curriculum delivery for students when a teacher is absent on leave;
- the recognition of the work performed by an Aboriginal and/or Torres Strait Islander employee associated with a cultural responsibility or colonial load, in accordance with the provisions of item 5.6 of Schedule 5;
- the recognition of the time required to report incidents through the Employer's occupational health and safety reporting system;
- the recognition of the time required by a Health and Safety representative to undertake their duties;
- the recognition of the time required by employees for participation in the Disability Inclusion Profile process;
- 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, employees or the union at the school may provide the principal, as the Employer's representative, with alternatives and, following consultation, employees or the union at the school may request that the principal provide reasons where the principal, as the Employer's representative, determines class sizes in excess of the planning guidance set out in clause 25(3) including where enrolment increases may lead to a class size larger than what was determined in the long term planning decision;
- consideration of the impact of individual student complexity on class size;
- the structure of selection and other panels for the purpose of making recommendations to the principal;
- the process for access to external professional development opportunities for all employees.

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

- (b) Following receipt of the indicative school student resource package the principal, as the Employer's representative, is to use the consultation arrangements set out in subclause (4) in making decisions about matters related to the long-term planning for the following school year, including the workload impact, if any, of proposed changes.
- (c) As far as is practicable the principal, as the Employer's representative, will determine the matters related to the long-term planning for the following school year as early as possible in term 4 and provide employees with a copy of those decisions in writing by the end of the last week in November.
- (d) Any variations to long term planning decisions made under subclause (5)(c) must occur in accordance with the consultation provisions set out in subclause (4).
- (6) As part of the consultative arrangements the principal, as the Employer's representative, will ensure that workforce planning information is available to employees to allow informed consultation to occur. Subject to complying with the requirements of the *Privacy and Data Protection Act 2014* (Vic) such information will include:
 - (a) school strategic plan (or its equivalent);
 - (b) high level school student resource package data, including but not limited to *SRP Indicative Allocations, Management Report* generated by the *SRP Planner* and *SRP Confirmed Allocations*; and
 - (c) anticipated enrolments and employee 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 associated duties).

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

Grievance Resolution

- (8) (a) Where the union at the school does not support a decision made under subclause (5)(c), the union at the school should inform the principal, as the Employer's representative, not later than five working days after the principal's decision of its objections, including the reasons for those objections, and provide the principal, as the Employer's representative, with the opportunity to resolve the matter at the school.

- (b) Where the notification requirements of subclause (5)(c) have been met a grievance on the long-term planning cannot be lodged any later than the time frame set out in subclause (8)(a).
 - (c) Notwithstanding subclauses (a) and (b), where a principal, as the Employer's representative, varies any decision made under subclause (5)(c) in the following school year or where the notification requirements of subclause (5)(c) have not been met a grievance on the long-term planning may be lodged no later than five working days after the principal's decision has been communicated to employees at the school, including employees on leave.
- (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:
- (a) clear statement of the subject of the grievance
 - (b) 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
 - (c) reasons why the decision is not supported and, if applicable, the reasons why the decision is inconsistent with this Agreement
 - (d) the outcome sought by the union at the school.
- (11) Where a grievance relating to a decision affecting the long-term planning of the school is lodged, the decision is not to be implemented, and a mutually acceptable holding position should be worked out by agreement between the parties to the grievance. Any such holding position will be evidence of good faith only and will be without prejudice to the resolution of the dispute. Where a mutually acceptable holding position cannot be agreed, the matter will be considered by one nominee of the Employer and one nominee of the union, who will determine a resolution that will be binding on all parties at the school.
- (12) The parties agree that one nominee of the Employer and one nominee of the union will consider the grievance referred by the union and determine a resolution that will be binding on all parties at the school. As far as is practicable the matter will be determined within ten working days of receiving a reference from the union.
- (13) Where the matter cannot be resolved, the matter may be referred by either party to the Fair Work Commission for conciliation and, if the matter is still not resolved, arbitration.

Consultation at Non School Work Locations

- (14) (a) Regional Directors, as the Employer's representative, must put in place formal employee consultative arrangements that ensure regional teaching service employees (including visiting teachers and Koorie Engagement Support Officers) have the choice and opportunity to be involved in the consultative process in the region.
- (b) The Regional Director, as the Employer's representative, has ultimate administrative and operational responsibility for decisions at the relevant workplaces, provided that these decisions are made consistent with the consultation requirements outlined in clauses 12(1) to 12(7). For the purposes of this subclause 12(14)(b), references in clauses 12(1) to 12(7) to 'the principal' are to be read as references to 'the Regional Director', and references to 'school' are to be read as references to 'regional work location'.
- (c) The Regional Director, as the Employer's representative, will provide all regional based Victorian Teaching Service employees, a document that aligns with clause 12(5)(a) and will include information on the management of caseloads, travel requirements and management of vacancies. Where a matter in clause 12(5)(a) does not relate to the allocation of work in a regional work location, it does not need to be included.

- (15) (a) Where the union at the work location does not support a decision made under subclause 12(14), the union at the work location should inform the Regional Director of that Region, as the Employer's representative, not later than five working days after the decision made under subclause 12(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 clauses 12(10) to 12(13). For the purposes of this subclause (15)(b), references in subclauses 12(10) to 12(13) to 'the principal' are to be read as references to 'the Regional Director', and references to 'school' are to be read as references to 'regional work location'.

Principal Consultation

- (16) (a) Consistent with clause 12(3), where the Employer proposes to introduce a change or implement a government decision that may impact the workload required of principals, the Employer will consult with each union representing principals about that change, and its impact on workload and give consideration to matters raised by the union(s) prior to the decision to implement any change or decision.
- (b) For the purpose of consultation under subclause (16)(a) the Employer will provide the union(s) representing principals with information, in writing, about the nature of the change and the expected effects of the change on the employees and their workload.
- (c) Any union(s) representing principals may raise issues with the Employer that relate to any change or implementation of matters not covered by sub-clause (16)(a) that may impact workload required of principals.
- (d) The Employer will establish a regular meeting with each union representing principals to discuss matters related to principal workload. This meeting will occur not less than once per term.

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

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

Classification Structure

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

Executive Class

Principal Class

- principal
- assistant principal
- liaison principal

Teacher Class

- leading teacher
- learning specialist
- classroom teacher

Paraprofessional Class

Education Support Class

- (b) Relevant data in relation to the number of acting and substantive leading teacher and learning specialist employees will be provided to the Australian Education Union for each semester and will be provided by no later than 1 February and 1 August each year.

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

Performance and development

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

Commencement on or before	Lump sum payment			
	2027	2028	2029	2030
1 November	\$0	\$0	\$0	\$0
1 December	\$1,014	\$1,054	\$1,097	\$1,150
1 January	\$811	\$843	\$877	\$920
1 February	\$609	\$633	\$658	\$690
1 March	\$406	\$422	\$439	\$460
1 April	\$203	\$211	\$219	\$230

- (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 subclause (h)(i) is issued on or after 1 March salary progression in that cycle must be granted.
- (j) (i) When it is considered that an employee's performance is unsatisfactory, the unsatisfactory performance procedures set out in Schedule 5 should be implemented.
- (ii) Subject to the notice requirements set out in subclauses (h) and (i), and notwithstanding clauses 15(3), 16(4), 17(3) and 18(3), an employee is not eligible for salary progression during any period that an employee is the subject of unsatisfactory performance procedures.
- (k) The Employer undertakes that the existing performance and development process will continue to apply for salary progression purposes and the Employer will consult the union(s) regarding the development of any new performance and development process.
- (4) An employee promoted, transferred or employed to a position will be paid from the effective date of the promotion, transfer or employment as the case may be. Provided that if an employee changes their time fraction, other than by promotion, transfer or employment the change in proportionate salary will commence from the date of effect of the changed time fraction.
- (5) The Employer may determine the salary of any employee for whose circumstances no provision is made.

Executive Class

- 14 (1) Persons employed within the executive class in the Victorian Teaching Service have coverage under this Agreement with their terms and conditions set by contract.
- (2) Executive class employees other than members of a defined benefit scheme will have their salary increased by the percentage amounts specified as follows:

Effective from the first pay period on or after				
10/08/26	1/10/26	1/11/27	1/11/28	1/11/29
3.0%	9.75%	4.0%	4.0%	4.9%

Principal Class

- 15 (1) (a) The principal class will comprise the following classifications:
- (i) Commencing 1 April 2027, Principal Level 2 with one salary range (range 7);
 - (ii) Principal Level 1 with five salary ranges as follows:
 - range 6
 - range 5
 - range 4
 - range 3

- range 2
- (iii) One classification of assistant principal with four salary ranges as follows:
- range 4
 - range 3
 - range 2
 - range 1
- (iv) One classification of liaison principal with ten salary ranges as follows:
- range 7
 - range 6
 - range 5
 - range 4
 - range 4a
 - range 3
 - range 3a
 - range 2
 - range 2a
 - range 1
- (b) The salary range for each principal position will be determined by the Employer but will not be less than the salary range determined by the school budget in each of the next four years based on the following budget parameters:

Salary range	Minimum School Budget			
	2027	2028	2029	2030
2	\$0	\$0	\$0	\$0
3	\$1,899,687	\$1,975,675	\$2,054,702	\$2,155,382
4	\$4,432,608	\$4,609,912	\$4,794,309	\$5,029,230
5	\$11,032,800	\$11,474,112	\$11,933,077	\$12,517,797
6	\$17,544,524	\$18,246,304	\$18,976,157	\$19,905,988
7	\$27,895,792	\$29,011,624	\$30,172,089	\$31,650,521

For the purposes of the table above, “**school budget**” means:

- (i) 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; and
 - (ii) the budget of any co-located service of which the principal has oversight.
- (c) Principal class employees other than members of a defined benefit scheme will be paid the salary specified in Schedule 1 for their salary range.

- (d) Principal class employees who are members of a defined benefit scheme will be paid total remuneration calculated in accordance with the following formula

Salary as determined by subclause (c) x 112

100

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

Salary review

Commencement salary on employment

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

- (3) (a) (i) The salary range of a principal will be reviewed each year in the context of any changes to the school budget.
- (ii) A salary review under sub-clause (a)(i) may result in:
- movement to a higher or lower salary range; or
 - no change,

provided that a principal cannot be moved to a salary range lower than the salary range determined on appointment to that position.

- (b) (i) Separate to any review under subclause (3)(a), a principal class employee may request, or the Employer may initiate, a review of a principal class employee's salary. Any such request must be in writing.
- (ii) A review arising under subclause (3)(b)(i) will be conducted in the context of any changes to the work value of the position and the performance of the principal class employee and where practicable the principal class employee will be advised of the outcome of the review within 28 days of the request or initiation of the review.
- (iii) A review under subclause (3)(b)(i) may result in movement to either a higher or lower salary range or no change to the salary range, provided that the outcome of such a review cannot result in a salary range below the principal class employee's salary range on appointment to that position.
- (iv) Where the review under subclause (3)(b)(i) results in a higher salary range the effective date of the movement to the higher salary range will be the first pay period commencing on or after either: the date of the principal class employee's application for review; or the date the principal class employee was directed to undertake the duties of the higher range, whichever is the earlier.
- (c) On movement to a higher salary range within the principal class following a review under sub-clause (3)(a) or (3)(b), a principal class employee's salary will be determined in accordance with one of the following:
- (i) the minimum salary of the higher salary range or the principal class employee's current salary, whichever is the higher; or
 - (ii) such higher rate as determined by the Employer.
- (d) The salary determined in accordance with sub-clause (3)(c) cannot exceed the maximum salary specified in Schedule 1 for the relevant salary range.
- (e) From 1 April 2027, a principal whose substantive salary range is in salary ranges 2 to 5 of Principal Level 1 is eligible to have access to the next higher salary range above

their substantive salary range as follows:

- on the commencement of a second principal contract at the same substantive salary range in a principal position;
- on 1 April 2027, where a principal has already commenced a second or subsequent contract at the same substantive salary range prior to 1 April 2027;

This salary range movement is subject to successful Performance and Development outcomes as set out in subclause 13(3). Salary progression in the higher salary range will be from the appropriate minimum, through the subdivisional range, to the maximum subdivision of that classification level

Salary on transfer or promotion

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

General

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

Teacher Class

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

- (4) Subject to subclause 13(3)(c), within the teacher classification levels stated in Schedule 1, salary progression will be from the appropriate minimum, through the subdivisional range, to the maximum subdivision of that classification level.
- (5) At the expiration of a leading teacher or learning specialist's appointment the employee will become a classroom teacher at salary subdivision 2-6 unless:
 - (a) the employee's appointment as a leading teacher or learning specialist is renewed; or
 - (b) the employee is selected for transfer or promotion to another position on or before the effective date of the expiration of the term of appointment as a leading teacher or learning specialist. Provided that where the expiration of the term of appointment occurs at the end of a school term and the transfer or promotion does not take effect until the commencement of the following school term, the employee will be paid at the leading teacher or learning specialist level during that school vacation period.

Commencement salary on employment

- (6) (a) For the purposes of this clause "**approved teaching experience**" means completed years of full time or equivalent full time teaching experience approved by the Employer and gained subsequent to completion of an approved teaching qualification of a four-year course or longer.
- (b) Approved teaching experience includes teaching experience gained whilst employed as a teacher in:
 - (i) a Victorian registered school or a kindergarten including teaching experience as a casual relief teacher in a Victorian registered school on or after 1 January 2005;
 - (ii) a school or a kindergarten of another Australian state or territory that is approved in accordance with the requirements of the relevant state or territory to provide instruction at K-12 or part thereof;
 - (iii) an international school equivalent to an Australian P-12 school setting; and/or
 - (iv) a Victorian TAFE or adult education provision service when required to deliver P-12 curriculum and be registered with the Victorian Institute of Teaching on or after the date of commencement of this Agreement.
- (7) Unless otherwise determined by the Employer, a leading teacher or a learning specialist will commence employment at the minimum salary subdivision specified for leading teacher or learning specialist in Schedule 1.
- (8) The commencing salary on employment as a classroom teacher will be determined in accordance with subclause (a), (b) or (c) below, whichever results in the higher commencing salary as follows:
 - (a) subdivision 1-1 for a classroom teacher at salary range 1 or subdivision 2-1 for a classroom teacher at salary range 2 as stated in Schedule 1;
 - (b) the current equivalent of the salary subdivision as stated in Schedule 1 received by the teacher on the last day of the employee's most recent employment as a teacher in the Victorian Teaching Service. Provided that where the salary in the former employment in the Victorian Teaching Service was determined incorrectly or is inconsistent with normal salary progression for a classroom teacher, the teacher's commencing salary will be determined in accordance with subclause (c); or
 - (c) salary subdivision 1-1 plus a salary subdivision for each year of approved teaching experience up to a maximum of subdivision 2-6. Provided the salary determined cannot be higher than the salary determined under subclause (b) except where the teacher has gained approved teaching experience subsequent to the employee's last date of separation from the Victorian Teaching Service.
- (9) Notwithstanding subclauses (7) or (8), the Employer may determine that a teacher will commence at a subdivision other than the minimum.

- (10) The commencing salary determined in accordance with subclause (9) cannot be less than the salary determined under subclause (7) or (8) and cannot exceed the maximum salary specified in Schedule 1 for the relevant classification of teacher.

Salary on Promotion or Transfer

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

Paraprofessional Class

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

Paraprofessional Level 2

- range 4
- range 3

Paraprofessional Level 1

- range 2
- range 1

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

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 subdivision specified in Schedule 1 for the relevant paraprofessional salary range.
- (c) Notwithstanding subclause (b), the Employer may determine that a paraprofessional will commence at a subdivision other than the minimum.
- (d) The commencing salary determined in accordance with subclause (c) cannot be less than the salary determined under subclause (b) and cannot exceed the maximum

salary specified in Schedule 1 for the relevant salary range.

Salary on Promotion or Transfer

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

Salary range review

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

Education Support Class

- 18 (1) The education support class will comprise the following classifications:
 - (a) Education support Level 2 with one salary range (range 6); and
 - (b) Education support Level 1 with five salary ranges as follows:
 - range 5
 - range 4
 - range 3
 - range 2
 - range 1
 - (c) During the life of the Agreement, a mandatory qualification framework will be introduced no earlier than 1 February 2029 for education support class employees within the Australian Qualification Framework (AQF). To ensure prospective employees are not disadvantaged during the transition period, existing employees and those employed up

to 18 months after the establishment of the qualification framework will be deemed to meet these requirements.

- (2) Education support class positions will be classified in accordance with the Dimensions of Work at Schedule 4 and education support class employees will be paid the salary specified in Schedule 1 for their salary range.
- (3) Subject to subclause 13(3)(c), within the education support class classification levels salary progression will be from the appropriate minimum, through the subdivisional range, to the maximum subdivision of that classification level.

Salary on Commencement of Employment

- (4) For the purposes of this clause “prior employment” means periods of employment as an education support class employee under Parts 2.3 or 2.4 of the *Education and Training Reform Act 2006* (Vic) in Victorian government schools, other than casual employment, without any break in employment exceeding twelve months. The commencing salary of an education support class employee will be determined as follows, whichever results in the higher commencing salary:
 - (a) unless otherwise determined by the Employer, the employee will commence employment at the minimum salary level applying to the position;
 - (b) the current equivalent of the salary subdivision, as stated in Schedule 1, received by the employee on the last day of their most recent period of prior employment. Provided that:
 - (i) if the prior employment was at a higher classification or salary range, the commencement salary will be determined at the minimum salary subdivision of the relevant salary range as stated in Schedule 1 plus an additional salary subdivision for each year of satisfactory prior employment at or above the relevant classification or salary range; or
 - (ii) where the salary in the prior employment was determined incorrectly or is inconsistent with normal salary progression for an employee, the commencement salary will be determined at the minimum salary subdivision of the relevant classification and salary range as stated in Schedule 1 plus an additional salary subdivision for each year of satisfactory prior employment at or above the relevant salary range;
 - (c) the commencement salary for an education support class employee at Level 1 Range 2 will be determined in accordance with subclauses (5)(a) or (4)(b) or the following, whichever results in the higher salary:
 - (i) roles that require coordination, specialised student/teacher support tasks, or technical tasks, commence at Level 1, Range 2, subdivision 4; or
 - (ii) roles that require an Australian Qualification Framework (AQF) certificate qualification commence at Level 1, Range 2, subdivision 4; or
 - (iii) roles that require an Australian Qualification Framework (AQF) diploma qualification (or in the case of an Enrolled Nurse an equivalent qualification leading to registration) commence at Level 1, Range 2, subdivision 5.
 - (d) the commencing salary determined under subclauses (a) and (b) cannot exceed the maximum salary specified in Schedule 1 for the relevant classification or salary range.

Salary on Promotion or Transfer

- (5) On promotion an education support class employee will be paid at the minimum salary specified for the position in Schedule 1. Provided that, where prior to the effective date of promotion, the education support class employee had been in receipt of salary (including any higher duties allowance) at or above the minimum salary of the higher position, the salary on promotion will be at that higher level.

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

Salary Range Review

- (8) (a) An education support class employee may request, or the Employer may initiate, a review of an employee's salary range. Any such request must be in writing.
- (b) A review arising under subclause (8)(a) will be conducted in the context of the employee's position description and any changes to the work value of the position and the performance of the employee. The employee will be given the opportunity to provide information about their duties and where practicable the employee will be advised of the outcome of the review within 28 days of initiation of the review.
 - (c) A review under subclause (8)(a) may result in movement to either a higher or lower salary range within the employee's classification level or no change to the salary range, provided that the outcome of such a review cannot result in a salary range below the employee's salary range on appointment to that position.
 - (d) Where the review under subclause (8)(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 required to undertake the duties of the higher range whichever is the earlier.
 - (e) On movement to a higher salary range within a classification level, following a review under subclause (a), an employee's salary will be determined as set out in subclause (5).
 - (f) The work value of a position will be determined in accordance with the Dimensions of Work as set out in Schedule 4 and the Roles and Responsibilities – Nurse set out in Schedule 3 (if applicable).

Casual Employment

- (9) A person employed as a casual employee within the education support class will be paid an hourly rate derived from the full-time salary applying to the minimum salary subdivision of the salary range of the position, as specified in clause 1.4 of Schedule 1, plus a 35.40% loading. The 35.40% loading is in lieu of any paid leave entitlements, other than long service leave, notice of termination (or payment in lieu of such notice), and payment for public holidays not worked under this Agreement.
- (10) Casual employees in the education support class will be entitled to a minimum payment of three hours in respect of employment of less than three hours on any one day.

Medical Intervention or challenging and complex behaviours training

- (11) (a) Where required, an education support class employee working with a student with a medical condition requiring medical intervention or challenging and complex behaviours will be provided with training on the medical intervention required and/or the management of challenging and complex behaviours related to that student. The training will occur prior to the student commencing at the school or prior to the education support class employee commencing work with the student.
- (b) Where the training under subclause (11)(a) has not occurred, an education support class employee will not commence working with the student as outlined in subclause

(11)(a) until the training has been undertaken.

Salary Packaging

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

Allowances

Special payment

- 20 (1) A special payment may be paid to an employee, other than an executive class or principal class employee:
- (a) for undertaking a task that is additional to the responsibilities that can be required of an employee at their respective classification level and salary range;
 - (b) as an attraction and/or retention incentive.
- (2) The minimum annual amount of a special payment is \$1,186. The special payment may be paid fortnightly or as a lump sum if the principal, as the Employer's representative, and the employee agree.
- (3) An employee in receipt of a special payment under subclause (1) on a fortnightly basis who is absent on personal leave with pay, will continue to receive the special payment during the period of personal leave for up to one month or until the expiration of the special payment, whichever is the earlier.
- (4) An employee who has been in receipt of a special payment on a fortnightly basis for a continuous period of 12 months immediately prior to the commencement of paid leave (including personal leave) and would have continued to receive the special payment but for the employee's absence on leave, will continue to be paid the special payment during the period of paid leave or until the expiration of the special payment, whichever is the earlier.

Salary loading allowance

- (5) (a) Subject to subclause (5)(c), an employee is entitled to be paid, on a date determined by the Employer, a salary loading allowance each year of an amount equivalent to either 17.5 per cent of four weeks of the total salary to which the employee is normally entitled as at 1 December of the year in which the allowance is paid or \$1,790 in 2026,

\$1,862 in 2027, \$1,936 in 2028 and \$2,031 in 2029 whichever is the lesser. This maximum is calculated at 17.5% of four weeks of classroom teacher salary subdivision 2-6 as set out in Schedule 1.

- (b) Employees with part time service during the relevant year will be paid a pro-rata salary loading allowance based on the aggregate of the employee's paid service over the twelve months preceding the date determined under subclause (5)(a).
- (c) An employee with less than a complete year of service will be paid a pro rata salary loading allowance based on the aggregate of the employee's service over the twelve months preceding the date determined under subclause (5)(a).
- (d) No payment will be made to an employee, other than an education support class employee, in respect of service prior to cessation of employment where that cessation occurs prior to the payment of the salary loading except where an employee dies or retires on account of age or ill-health.
- (e) An education support class employee will be paid pro rata salary loading allowance in respect of service prior to cessation of employment where that cessation occurs prior to the payment of the salary loading.
- (f) For the purposes of subclause (5)(d) an employee is deemed to retire:
 - (i) on account of age - if on or after attaining the age of 55 years the employee ceases to be employed;
 - (ii) on account of ill health - if the employee produces to the Employer satisfactory evidence that the employee ceasing to be employed is due to ill health which is likely to be permanent.

First aid allowance

- (6) An education support class employee who holds an appropriate first aid qualification, is rostered and/or required to administer first aid and agrees to do so will be paid the first aid allowance. The first aid allowance for eligible education support class employees will be calculated by multiplying 1.6% by the 52/52 salary equivalent of education support salary subdivision 2-1 as set out below:

Effective date	First Aid Allowance per annum
Date of approval	\$981
01-Oct-26	\$1,010
01-Nov-27	\$1,109
01-Nov-28	\$1,153
01-Nov-29	\$1,199

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

Intensive care allowance

- (7) (a) An education support class employees Level 1 Range 2 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 set out below:

Effective date	Intensive care allowance per annum
Date of approval	\$607
01-Oct-26	\$665
01-Nov-27	\$692
01-Nov-28	\$719
01-Nov-29	\$755

- (b) An education support class employee who satisfies the criteria in subclause (7)(a) will be paid the intensive care allowance. The allowance will be calculated by multiplying 0.96% by the 52/52 equivalent salary of education support class salary subdivision 2-1.

Special schools allowance

- (8) A special schools allowance of \$1,250 per annum will be paid to:
- (i) an assistant principal, teacher, education support class employee in a special school or hospital school; and
 - (ii) a visiting teacher.

Leave purchase allowance

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

Remote allowance

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

Allowance	Employee with dependants	Employee without dependants
Remote A	\$610	\$390
Remote B	\$360	\$235

Higher Duties Allowances

- (11) (a) An employee performing at least half of the duties of a position for which the specified salary is higher than that applicable to the employee's substantive position will be paid a higher duties allowance in accordance with the terms and conditions of this clause if the assignment is for a period of longer than five working days.
- (b) The following conditions apply to the payment of a higher duties allowance:
- (i) At least one half of the duties of the assigned position must be performed. Where less than the full duties are performed, the higher duties allowance paid is

proportionate to the extent of the higher duties carried out.

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

Position allowance

- (12) (a) Employees specified in subclause (12)(b) are entitled to be paid in December each year, a position allowance equivalent to one per cent of the substantive annual salary (excluding any higher duties allowance) to which the employee is normally entitled as at 1 December of the year in which the allowance is paid.
- (b) Employees in the following classifications will be paid an annual lump sum payment as set out in subclause (12)(a):
 - (i) an assistant principal employee;
 - (ii) a teacher, and
 - (iii) an education support class employee at level 2, level 1 ranges 3 to 5 or level 1 range 2 subdivision 2-8.

Top of Range allowance

- (13) On and from 1 May 2027 a principal whose substantive classification is Principal Level 1 salary range 6 who has been at salary subdivision 6-4 for at least 12 months will be eligible to receive a top of scale lump sum payment each year equivalent to 2.0% of salary subdivision 6-4 as specified in Schedule 1, subject to successful Performance and Development outcomes as specified in subclause 13(3). This lump sum payment will be paid in the first pay period on or after 1 May each year.
- (14) (a) Employees specified in subclause (14)(b) and who satisfy the requirements of

subclause (14)(c) are entitled to be paid in May each year, a top of range allowance equivalent to one per cent of the annual salary which the employee is normally entitled to as at 1 May of the year in which the allowance is paid.

- (b) Employees in the following classifications will be paid an annual lump sum payment as set out in subclause (14)(a):
 - (i) assistant principal employees at salary subdivisions 1-4, 2-4, 3-4 and 4-4;
 - (ii) leading teachers and learning specialists at salary subdivision 3-2;
 - (iii) classroom teachers at salary subdivision 2-6;
 - (iv) paraprofessional employees at salary subdivisions 1-6, 2-5, 3-3 and 4-2;
 - (v) education support class employees at level 2 at salary subdivision 6-5;
 - (vi) education support class employees at level 1 salary subdivisions 2-8, 3-6, 4-6 and 5-6.
- (c) Payment of the allowance under subclause (14)(a) is subject to the employee having:
 - (i) a successful Performance and Development outcome as specified in subclause 13(3); and
 - (ii) 12 months service at the relevant salary subdivision as specified in subclause (14)(b).

Overnight School Camp Allowance

- (15) (a) From the commencement of the 2027 school year, an employee who is required to attend an overnight school camp, will be paid an overnight school camp allowance, for each overnight attendance by the employee, calculated as set out below:
 - (i) for principal class, teacher class and paraprofessional class employees, the allowance is equal to 0.555% of the employee's full time equivalent annual salary up to the maximum rate specified in subclause (15)(a)(iii);
 - (ii) for education support class employees, the allowance is equal to 0.832% of the employee's full time equivalent annual salary;
 - (iii) for employees, other than education support class employees, the maximum rate for the allowance is 0.555% of the maximum classroom teacher salary subdivision 2-6 as set out in Schedule 1.
- (b) For the purposes of subclause (15)(a):
 - (i) **overnight school camp** means a school camp that involves students staying overnight for at least one night, other than any period of a school camp occurring during a school vacation period.
 - (ii) **annual salary** means the employee's applicable full time equivalent salary subdivision as set out in Schedule 1 plus any higher duties allowance the employee is entitled to receive under clause 20(11) in respect of the overnight attendance.
- (c) An employee employed in an outdoor or residential school is not entitled to the overnight school camp allowance and is entitled to receive time in lieu in accordance with subclauses 24(8) or 24(9) depending on the classification of the employee.

Staffing

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

Modes of employment

- (2) (a) (i) The standard mode of employment in the Victorian Teaching Service is ongoing. However, some fixed term or casual employment will continue to be necessary. In

order to maximise employment opportunities, advertised vacancies (fixed term or ongoing) are open to qualified applicants both within and external to the Victorian Teaching Service.

- (ii) When a person is employed in an education support class position and such employment is linked to Disability Inclusion funding and/or Program for Student Disability funding (or any successor program) that person will be employed on an ongoing basis.
- (b) Except as set out in this Agreement, the local selection arrangements determined by the Employer will apply. Selection for advertised positions will continue to be determined solely on the basis of merit assessed in relation to the selection criteria of the position.
- (c) Notwithstanding subclause (2)(b):
 - (i) Arrangements may be required that enable the movement of staff including staff rotation.
 - (ii) A person employed in response to an advertised fixed term vacancy may be offered one further period of fixed term employment, without advertisement of the position, provided the position continues to satisfy the criteria set out in subclause (2)(d). The further period of fixed term offered under this subclause cannot be for a longer period than the period set out in the original advertised vacancy.
 - (iii) The Employer may appoint a person to a position on other grounds.
- (d) Without limiting the generality of the following, employees will be employed ongoing except:
 - (i) when a person is employed for a fixed period of time to replace an employee who is absent on leave of twelve months or less, other than a parental absence;
 - (ii) when a person is employed for a fixed period of time to replace an employee during a parental absence that person will be employed for seven years. Provided that where:

the employee absent on parental leave concludes that parental leave, or the employee's period of fixed term employment expires, the replacement employee's employment may cease prior to the expiration of the seven years on the employee being provided with not less than twelve weeks' notice of termination.

the employee absent on leave associated with a parental absence is ongoing and does not return to duty at the school, the employee employed to replace the ongoing employee absent on leave associated with a parental absence will be offered ongoing employment subject to a probationary period in accordance with subclause (4);
 - (iii) when the Employer has good reason to believe that, should a person not be employed fixed term, an excess staff situation will arise, consistent with the workforce plan as determined in accordance with clause 12. This may include predicted enrolment decline determined by the enrolment predictions of the Employer;
 - (iv) when a person is employed for a fixed period of time to undertake a specific project for which funding has been made available for a specified period of time provided that the vacancy is to be advertised for the duration of that funding;
 - (v) where a teacher with full or provisional registration is not available and a person with permission to teach is employed for a fixed period of time, provided that such employment cannot exceed three years;
 - (vi) any other reason considered appropriate by the Employer.
- (e) In notifying vacancies, the Employer will identify the reason for each fixed term vacancy to ensure that fixed term vacancies satisfy the criteria set out in subclause

(2)(d) via proactive processes. Relevant data will be provided to the Australian Education Union for each semester and will be provided by no later than 1 February and 1 August each year.

- (f) The Employer must offer ongoing employment without advertisement to any eligible employee where a suitable ongoing position would otherwise be advertised in the school, subject to a probationary period as set out in subclause (4).
- (g) For the purposes of subclause (2)(f), and subject to subclause (2)(h), an “eligible employee” means a fixed term employee employed continuously for longer than twelve months or a complete school year inclusive of all school vacation periods if that is less than twelve months:
 - (i) in response to a vacancy advertised for longer than 12 months;
 - (ii) in response to a vacancy advertised for 12 months or less resulting in two or more fixed periods of employment as a result of the operation of subclause (2)(c)(ii);
 - (iii) in response to two or more vacancies advertised for 12 months or less resulting in two or more fixed periods of employment; or
 - (iv) in response to an advertised parental absence vacancy in the second or subsequent year of that replacement.
- (h) Where a person’s casual employment is likely to exceed 30 working days, consideration should be given to converting that employment to fixed term employment consistent with the objectives set out in subclause (2)(a)(i).

Management of employees with priority status

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

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

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

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

- (e) The Employer will only identify employees as being excess to workplace requirements in either Term 1 or Term 4 other than in exceptional circumstances.

Probation

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

Teacher and Education Support Work

Teacher work

- 22 (1) The parties are committed to ensuring that all students experience high quality teaching and that they are supported to become effective learners. It is important that students are provided with the highest quality learning conditions and that teachers have every opportunity to deliver quality education. The roles and responsibilities that can be required of leading teachers, learning specialists and classroom teachers are set out in Schedule 2.
- (2) Class size, preparation, planning and assessment are major factors impacting on improving instructional practice. Teachers should have the opportunity to perform all of their duties within a reasonable timeframe and have fair and reasonable conditions and students should have ready access to their teachers. In this context, the work allocated to a teacher should, as far as practicable, provide for an equitable distribution of work across all teachers in the school. An employee who is on leave cannot be required to undertake duties including the provision of curriculum or lesson planning.
- (4) (a) It is recognised that the allocation of teacher work is managed by the principal, as the Employer's representative, at the school in accordance with this Agreement.
- (b) A teacher cannot be required to undertake face-to-face teaching that exceeds:
- (i) 18.5 hours per week for a secondary school teacher or 17 hours 10 minutes per week if a teacher supervises sporting activities of students on a structured basis for a period of two hours per week;
 - (ii) 21 hours per week for a primary school teacher or a special school teacher; or
 - (iii) the pro-rata of subclauses (b)(i) and (ii) for a teacher in a P-12 school having regard to the proportion of teaching performed in years P-6 and 7-12 respectively.
- (c) the provisions of subclause (4)(b) operate to the exclusion of any other provisions regulating face-to-face teaching.
- (d) For the avoidance of doubt the provisions of subclause (4)(b) apply pro-rata to teachers employed part time.
- (5) Within the limits set out in subclause (4)(b), the actual face-to-face teaching hours required of teachers in a school will be agreed using the consultation provisions of this Agreement. Where Agreement is not reached, the allocation of the face-to-face teaching requirements of a teacher should provide the opportunity for the teacher to perform all of their required duties within a reasonable timeframe within the following limits:
- (a) In primary schools, the allocation of the face-to-face teaching requirements of a teacher must not exceed the limits set out in subclause (4)(b).
 - (b) In secondary schools, the allocation of the face-to-face teaching requirements of a teacher must not exceed the limits set out in subclause (4)(b). Nor can the allocation exceed an index of 444 (calculated by multiplying the teacher's actual face-to-face teaching hours per week, inclusive of extras, by the number of students in each class). Time allowances are to be included in the index (calculated by multiplying the actual time allowance hours per week by the average number of students in all of the teacher's classes).
 - (c) Where the allocation of the face-to-face teaching hours to a teacher is determined under subclause (a) or (b) the formula in subclause (7)(c) does not apply.
 - (d) Notwithstanding this subclause (5), and subclause (8), the work of teacher librarians, MARC/MACC teachers, visiting teachers and instrumental music teachers may be varied through the consultative provisions of this Agreement, with the agreement of the teacher in writing, to meet the particular circumstances of that school, network of schools or regional workplace.
- (6) (a) The primary focus of a classroom teacher in their first few years of teaching is on further developing skills and competencies needed to become an effective classroom

practitioner. It is recognised that ongoing support and development of these teachers is critical for the teachers themselves, the schools in which they teach, the communities in which they play a significant role, and for the students whose futures they shape.

- (b) To this end, the work allocated to classroom teachers in their first 12 months of teaching should recognise the need for those teachers to perform all of their required duties within a reasonable timeframe and to participate in the necessary induction and development activities designed to assist these teachers in their first 12 months. Accordingly, within the resources available to the school, the scheduled duties of a classroom teacher in their first twelve months should be reduced by at least 5% over the school week consistent with the allocation of duties at the school determined in accordance with subclauses (5) and (8).
 - (c) If a teacher is requested to act as mentor for a classroom teacher in their first 12 months, the principal, as the Employer's representative, should ensure that this role can be undertaken having regard to the scheduled duties required of that teacher over the 38 hour week.
- (7) Unless otherwise agreed at the school in accordance with the consultative provisions of this Agreement:
- (a) (i) replacement or reorganised classes of equivalent time period, which will not count as an extra, may be assigned to a teacher who loses normal classes for any reason. Such classes may only be assigned within the day normal classes are lost.
 - (ii) In November and December of each year as classes are dismissed, teachers may be allocated replacement classes up to 80% of their timetabled allotment. Such classes may only be assigned within the week normal classes are lost.
 - (b) Extras will be considered within the face-to-face teaching maximum as determined in clause (22)(4)(b). Extras should be allocated in an equitable manner, and in the context of the total work required of the teacher.
 - (c) Subject to subclause (b), unless otherwise agreed at the school, the maximum allocation of extras to a teacher is calculated by the formula:

$$(1060 \text{ less the number of face-to-face teaching minutes per week} \times 42) \div 2.$$
- (8) (a) A teacher with face-to-face teaching scheduled at the maximum (as set out in clause 22(4)(b)) will be provided:
- (i) 30 hours per week of time to undertake the work directly related to the teaching and learning program of their class(es) (such as face-to-face teaching, planning, preparation, collaboration, and assessment), with the duties undertaken within that time determined by the teacher; and
 - (ii) the remaining eight hours per week are available for lunch and other activities (such as yard duty, meetings, and/or other duties).
 - (b) Both the 30 hours referred to in subclause (8)(a)(i) and the eight hours referred to in subclause (8)(a)(ii) will be adjusted according to the proportion of face-to-face teaching in accordance with the following formula:

(actual face-to-face teaching hours ÷ maximum face-to-face teaching hours) x 30 hours

- (9) In the context of 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 duties allocated can only be performed in the time allocated under subclause 8(a)(ii), and the following factors are to be taken into account:
 - (a) the equitable distribution of other duties within the school;
 - (b) the relative importance of the various duties to be undertaken;
 - (c) the time required to perform the duty;
 - (d) the range and frequency of tasks to be performed;

- (e) the classification, salary range, qualifications, training and experience of the teacher; and
 - (f) the activities set out in subclause (3).
- (10) Where a teacher is required to travel between schools, campuses or annexes on any one day, a time allowance commensurate with the time taken to travel and associated logistical requirements will be included in the determination of the teacher's total work requirements and within the applicable ordinary hours of work provided for in clause 24(1).

Allocation of organisational duties

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

Education Support Class work

- (12) Education support class roles are classified in accordance with the Dimensions of Work for education support class in Schedule 3 or Schedule 4 and duties outlined in their documented position description.

Professional Practice Days

Teacher Class

- (13)(a) Each teacher is entitled to be released from their scheduled duties, including any face-to-face teaching, for one Professional Practice Day in 2026 and four Professional Practice days per year from 2027 to focus on the improved delivery of high quality teaching and learning, and student support.
- (b) Professional Practice Days are to be taken on student free days and:
 - (i) are in addition to the student free days in place prior to the commencement of this

Agreement; and

- (ii) are pro-rata for an employee employed part-time.
- (c) The work undertaken on Professional Practice Days by a teacher will be consistent with Departmental and school priorities and selected from the following areas: planning, preparation, assessment of student learning, collaboration, curriculum development, and relevant professional development..
- (d) The focus of each Professional Practice Day for each teacher-will be set by the teacher consistent with the focus areas set out in subclause (13)(c) in consultation with the principal.
- (e) If an employee employed part time is unable to observe a Professional Practice Day, it may be necessary to reschedule the Professional Practice Day to ensure the employee receives the pro rata number of Professional Practice Days.

Education Support Class

- (14)(a) From 2027, each education support class employee is entitled to be released from their scheduled duties, to focus on supporting improved delivery of high-quality educational outcomes, student support and/or school operations.
- (b) For education support class employees employed in the 'Student/Teacher Support', 'Technical' or 'Health and Wellbeing Services' roles the Professional Practice Days are to be taken on student free days and:
 - (i) are in addition to the student free days in place prior to the commencement of this Agreement; and
 - (ii) are pro-rata for an employee employed part-time.
- (c) For education support class employees employed in the 'Administration/Operations' roles the Professional Practice Days are to be taken as set out in subclauses (iii) and (iv) and:
 - (i) are in addition to the student free days in place prior to the commencement of this Agreement; and
 - (ii) are pro-rata for an employee employed part-time;
 - (iii) The timing of each Professional Practice Day for the education support class employee in 'Administration/Operations', roles will be nominated by the employee and be agreed in consultation with the principal.
 - (iv) Where the timing of a Professional Practice Day is not agreed in accordance with subclause (iii), the timing will be determined by the principal.
- (d) The work undertaken on Professional Practice Days by an education support class employee will be consistent with Departmental and school priorities and selected from the following areas: planning, preparation, collaboration and relevant professional development in consultation with the principal.
- (e) If an employee employed part time is unable to observe a Professional Practice Day, it may be necessary to reschedule the Professional Practice Day to ensure the employee receives the pro rata number of Professional Practice Days.

Excessive or Unreasonable Work

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

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

Attendance

General

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

Teachers

- (3) (a) Teachers will be in attendance for a minimum of seven hours daily commencing no less than ten minutes before the morning student instructional session unless otherwise agreed between the principal, as the Employer's representative, and a teacher.
- (b) In addition to the attendance requirements set out in subclause (3)(a) teachers may be required to undertake other duties for up to three hours per week (the equivalent of 120 hours per year). From the commencement of the 2027 school year, this time will be allocated as follows:
- (i) Up to 40 hours per year can be allocated for attendance at meetings provided that not more than two hours can be used for meetings in any week.
- (ii) 40 hours per year will be set by the teacher from the following areas: planning, preparation, assessment of student learning, collaboration, curriculum development, and relevant professional development.
- (iii) The hours remaining of the 120 hours after the application of subclauses (i) and (ii) are available for other duties as set out in clause 22(9).
- (c) Meetings held beyond the attendance requirements set out in subclause (3)(a) will be adjacent to the seven hours of daily attendance and not exceed one hour unless otherwise agreed using the consultative provisions of this Agreement.
- (4) Teachers are entitled to a paid lunch break of not less than thirty minutes free from assigned duties between the hours 11:30am to 2:30pm.

Education Support Class

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

- (v) In addition to subclause (5)(a)(ii) an education support class employee and the Employer may agree on attendance for duty and/or professional development for any or all of the additional paid leave specified in clause 26(1)(b).
 - (vi) Notwithstanding subclauses (5)(a)(ii) and (5)(a)(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(9), the duties of that position must be commensurate with the employment arrangement.
 - (vii) An education support class employee attending for duty and/or professional development under subclauses (5)(a)(ii) to (5)(a)(vi) will be paid the leave purchase allowance specified in clause 20(9) for attendance during any or all of the additional paid leave set out in clause 26(1)(b) and the additional paid leave entitlement reduced accordingly. The maximum period of attendance under subclauses (5)(a)(ii) to (5)(a)(vi) in any one year is 228 hours (30 days) in total.
 - (viii) All education support class employees will commence duty on the same day as teachers as determined by the Employer other than in circumstances under subclause 24(5)(a)(ii).
 - (ix) Education support class employees with insufficient leave credits prior to the common commencement date may access up to 38 hours (5 days for a full time employee) of leave which will be acquitted over subsequent school vacation periods.
 - (x) Education support class employees may also request to access other forms of leave to which they are entitled or have accrued time in lieu balances acquitted from the previous year.
- (b) An education support class employee and the Employer will agree on the arrangement of their ordinary hours of work, including but not limited to:
- (i) daily starting and finishing times;
 - (ii) the time and duration of the lunch break;
 - (iii) attendance at school meetings and meetings with parents;
 - (iv) in the case of part-time employment, the number of hours worked per fortnight;
 - (v) flexible work arrangements.
- (c) In the absence of agreed arrangements on the arrangement of ordinary hours of work under subclause (5)(b), the applicable arrangement (for a full-time employee) will be:
- (i) daily start and finish times of 8:30am and 4:36pm respectively; and
 - (ii) a 30-minute lunch break in accordance with subclause (6).
- (d) An employee and the Employer may agree to vary arrangements under subclause (5)(b) or (5)(c) at any time, however existing arrangements will not be varied without the agreement of the employee and the Employer.
- (e) An education support class employee can only be required to undertake normal duties within their ordinary hours of work or accrue time in lieu.
- (6) An education support class employee cannot be required to work more than five hours without a lunch break of a minimum duration of 30 minutes. The lunch break is unpaid and free from assigned duties between the hours of 11:30am to 2:30pm unless otherwise agreed under subclause (5)(b).
- (7) In exceptional circumstances where an education support class employee is required to undertake duties and not able to take a lunch break free from assigned duties within the

period set out in subclause (6) that employee will be provided with an alternate break within five hours of the employee's commencement of work on that day.

Time-in-Lieu

Time-in-Lieu – teachers

For the purposes of this clause “school activity” means a structured activity organised by the school such as a parent teacher meeting, camp, excursion, concert, parent information session or after-hours sport, but does not include an overnight school camp.

- (8) (a) (i) Subject to clause 24(11) the Employer may require a teacher to attend a school activity outside the normal attendance of the teacher where such attendance is unavoidable and reasonable notice is provided. A teacher may request not to attend the school activity outside the normal attendance of the teacher where this will unreasonably affect the teacher's personal or family commitments, health or wellbeing. The Employer may only refuse the request on reasonable grounds. All work required in excess of 38 hours per week for a full-time teacher (or on a pro-rata basis for a teacher employed part time) must be documented by the Employer.
- (ii) With the exception of attendance at an overnight school camp, where duty required under subclause (8)(a) results in a teacher's attendance in that week exceeding 38 hours for a full-time teacher or on a pro-rata basis for a part time teacher that teacher will be granted time-in-lieu for the hours in excess of 38 hours for a full-time teacher or the pro-rata hours of a part time teacher.
- (iii) Clause 20(14) sets out the compensation arrangements for employees who attend an overnight school camp.
- (b) Time-in-lieu of attendance accrued under subclause (8)(a) should be granted in the fortnight in which it is accrued. Where this is not possible, it may be granted at any other time prior to the end of the school year in which it is accrued. Time in lieu is to be granted at a time that causes least disruption to the educational program of the school.
- (c) Where a teacher has not been granted time-in-lieu that has accrued under subclause (8)(a)(ii) by 1 December in the year it was accrued, that teacher may vary their attendance time on any school day prior to the end of that school year equivalent to the time owed, provided that:
 - (i) Variation of a teacher's attendance under subclause (8)(b) is subject to the teacher providing the principal, as the Employer's representative, with not less than three working days' notice; and
 - (ii) Where the number of teachers seeking to vary their attendance time on the same day would otherwise result in the dismissal of students on that day, the principal, as the Employer's representative, is responsible for determining the timing of the absences to avoid the dismissal of students.
- (d) As an alternative to time in lieu, the principal, as the Employer's representative and the teacher may agree to payment for time in lieu owed at the teacher's normal rate of pay.
- (e) Unless otherwise agreed between the principal, as the Employer's representative, and the teacher, where accrued time in lieu has not been granted to a teacher by 1 March of the following school year, the principal, as the Employer's representative must:
 - (i) grant time-in-lieu equivalent to the time owed, commencing immediately; or
 - (ii) pay the employee for the time owed at 150% of the employee's normal rate of pay.
- (f) Time in lieu will be accrued at the same time as the attendance which occurs outside of normal hours of work for the affected employee.

Time in lieu – Education support class

- (9) (a) Subject to clause 24(11) the Employer may require an education support class employee to undertake work in excess of 38 hours per week where such work is unavoidable and

reasonable notice is provided. All work required in excess of 38 hours of work per week for a full-time employee (or on a pro-rata basis for a part time employee) must be documented by the Employer.

- (b) An education support class employee who is directed to work under subclause (9)(a) may request not to do so where this would unreasonably affect personal or family commitments, health or wellbeing and the Employer may only refuse the request on reasonable grounds.
- (c)
 - (i) With the exception of attendance at an overnight school camp, an education support class employee is entitled to time off in lieu for work required under subclause (9)(a).
 - (ii) The Employer will grant time in lieu equivalent to the hours of work in excess of 38 hours per week for a full time employee (or on a pro-rata basis for a part time employee) documented under subclause (9)(a).
 - (iii) The timing of the time in lieu is at the discretion of the Employer having regard to the operational needs of the school and the wishes of the education support class employee.
 - (iv) As an alternative to time in lieu, the Employer and the education support class employee may agree to payment for time in lieu owed as follows:
 - at the education support class employee's normal rate of pay where the time in lieu was for work performed within the span of hours specified in subclause (5)(a)(i); or
 - at 150% of the education support class employee's normal rate of pay where the time in lieu was for work performed outside the span of hours specified in subclause (5)(a)(i).
 - (v) Clause 20(15) sets out compensation arrangements for employees who attend an overnight school camp.
- (d) Unless otherwise agreed between the principal, as the Employer's representative, and the education support class employee, where accrued time in lieu has not been granted to an education support class employee by 1 March of the following year the employee may elect to:
 - (i) take time off equivalent to the time owed, commencing immediately; or
 - (ii) receive payment at 150% of the employee's normal rate of pay.
- (e) Time in lieu will be accrued at the same time as the duties which occur outside of normal hours of duty for the affected employee.

Part-time employment

- (10) The time fraction of an employee employed part-time will be fixed and constant over a fortnightly period. Any time fraction reduction is permanent provided that the employee and the Employer may agree to a future dated time fraction increase and this agreement must be in writing.
- (11) An employee employed part-time and the principal, as the Employer's representative, will consult regarding the days and times of attendance, including any arrangements regarding work on days other than normal days of work, consistent with the requirements of subclause (8).
- (12) With the exception of arrangements agreed under subclause (11):
 - (a) a teacher who works 0.4 to 0.6 time fraction cannot be required to attend for duty on more than three days per week;
 - (b) a teacher who works 0.7 to 0.8 time fraction cannot be required to attend for duty on more than four days per week.
- (13) All provisions of this agreement, other than reimbursement of expenses, will apply on a pro rata basis to employees employed part-time.

Release to attend interview

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

Release for union state councillors

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

Release for lactation breaks

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

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

Practical class sizes

- (4) (a) Schools are required to provide and maintain a working environment that is safe and

minimises risks to health.

- (b) Practical class sizes should be determined having regard to available facilities, the nature of the activities, the nature of the equipment used, the maturity and competence of the students and the ability 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:

- **“assistance animal”** includes an animal formally trained to assist a person with a disability to alleviate the effect of their disability. This includes guide dogs for vision impairment, hearing dogs for hearing impairment, assistance dogs for physical disabilities, medical alert animals and psychiatric service animals. It does not include pets, companion animals or therapy dogs.
- **“immediate family”** includes:
 - (a) partner, or former partner, child (including an adult child), parent, grandparent, grandchild or sibling of the employee, or
 - (b) child (including an adult child), parent, grandparent, grandchild or sibling of the employee's partner, or former partner.

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

Annual Leave

- (1) (a) An employee is entitled to 152 hours (20 days for a full time employee) annual leave in respect of each twelve months of service and accrues progressively during a year of service according to the employee's ordinary hours of work.
- (b) In addition to annual leave accrued under subclause (1)(a) an education support class employee is entitled to additional paid leave of 228 hours (30 days). This entitlement is reduced by any leave purchased under subclause 20(9).

- (c) Employees will take annual leave at such times as the Employer determines provided that the wishes of the employee concerned will be taken into consideration as far as practicable.
- (2) An employee who becomes ill or injured during a period of leave under subclause (1), and subject to satisfying the requirements of subclause (3), may be granted personal leave and have the relevant period re-credited to their entitlement under subclause (1).

Personal Leave

- (3) Personal leave may be accessed in the event an employee is absent:
 - (a) due to personal illness or injury; or
 - (b) for the purposes of caring for an immediate family or household member who is sick or injured and requires the employee's care or support, or who requires care or support due to an unexpected emergency (including the circumstances set out in clause 26(26)(e)(i)); or
 - (c) for the purpose of caring for the employee's assistance animal where the animal is sick, injured or affected by an unexpected emergency and requires the employee's care.
- (4) An employee will be credited with 114 hours (15 days for a full time employee) personal leave on full pay on commencement of employment and 114 hours (15 days for a full time employee) personal leave on full pay for each year of service thereafter which accrues progressively from the commencement of employment and will be cumulative.

Provided that:

- (a) in the first year of employment an employee, who exhausts their personal leave credits, may access personal leave credits which would later accrue up to a maximum of 114 hours (15 days for a full time employee);
- (b) an employee employed for one or more fixed periods will not accrue more than 114 hours (15 days for a full time employee) personal leave in any year.
- (5) (a) An employee may use personal leave credits to make up the difference between payments made by the Transport Accident Commission and the employee's full pay.
- (b) Subject to subclause (17)(p), 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) (a) 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).
- (b) From the commencement of the 2027 school year, where an employee employed in a special school or hospital school has exhausted their personal leave credits, the employee will be granted further personal leave for illness or injury with pay up to a maximum of 38 hours (five days for a full time employee) in any year subject to satisfying the requirements of subclauses 26(7) and 26(8).
- (7) (a) An application for personal leave is to 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.
- (d) A required document in respect of personal leave for carer's purposes for an

employee's assistance animal must state the condition of the assistance animal or that the assistance animal is affected by an unexpected emergency and requires the employee's care. Additionally, the employee is required to provide appropriate evidence that the assistance animal meets the definition of an assistance animal in clause 26.

- (8) Notwithstanding subclause (7) and unless otherwise approved by the Employer:
- (a) up to 38 hours (five days for a full time employee) personal leave may be granted in any one year without production of a required document subject to any one continuous absence not exceeding three days;
 - (b) notwithstanding subclause (7)(a), the Employer may require an application for personal leave to be supported by a required document where:
 - (i) the absence occurs immediately before or after a school vacation period or a public holiday;
 - (ii) the Employer has occasion to doubt the authenticity of an illness or injury or the reason for absence.
- (9) Where personal leave is granted without the production of a required document in circumstances not covered by this clause such leave will be without pay unless otherwise approved by the Employer.
- (10) (a) Subject to subclauses (7) and (8), a casual employee is entitled to not be available to attend work, or to leave work:
- (i) if they need to care for members of their immediate family or household who are sick or injured and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) upon the death in Australia of an immediate family or household member.
- (b) The Employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 72 hours (ie three days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.
- (11) (a) (i) Where the Employer reasonably believes that an employee's state of health may make the employee unfit to perform their duties, the Employer will discuss their concerns with the employee and provide them with an opportunity to respond to the concerns, including providing any relevant medical information. The employee may have a support person present for any such discussion.
- (ii) Where, after considering any response from the employee, the Employer continues to have a reasonable belief that the employee is unfit to perform their duties, the Employer may direct the employee to absent themselves from duty with pay and without deduction from personal leave until a medical practitioner approved by the Employer examines the employee and provides a report to the Employer.
- (iii) Notwithstanding subclauses (11)(a)(i) and (11)(a)(ii), 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 direct the employee to absent themselves from duty with pay without deduction from personal leave until a medical practitioner approved by the Employer examines the employee and provides a report to the Employer.
- (b) A direction by the Employer under subclause (11)(a) of this clause must:

- (i) state the reason(s) for the direction; and
 - (ii) not be for a period of more than 10 working days. Provided that where the employee refuses to attend a medical examination under subclause (11)(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 personal leave as the medical report indicates is necessary.
- (d) If the medical report discloses that the employee is fit for duty, the employee will return to duty.

War service sick leave

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

Accident compensation leave

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

Infectious Diseases

- (14) (a) An employee who has contracted an illness that is likely to be a direct result of exposure to an infectious disease prescribed under the regulations of the *Public Health and Wellbeing Act 2008* (Vic) during the course of the employee's duties, may be granted up to six months leave with full pay without deduction from the employee's personal leave credits for the period the employee is unfit for duty. On resumption of duty, any employee who has less than 114 hours (15 days for a full time employee) of personal leave will be entitled to access not less than 114 hours (15 days for a full time employee) of personal leave.
- (b) To access leave under subclause (14)(a) the employee must provide a certificate from a medical practitioner approved by the Employer stating that the employee has contracted an illness that is likely to be a direct result of exposure to a prescribed

infectious disease during the course of the employee's duties.

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

Bereavement and compassionate leave

- (15) (a) Leave on full pay of up to three days may be granted to an employee on the occasion of the death of a member of the employee's immediate family or household.
- (b) Leave, with or without pay, in excess of that specified in subclause (15)(a) may be granted if the Employer is satisfied that three days is inadequate.
- (c) An employee is entitled to two days of compassionate leave on full pay for each occasion as provided for in the National Employment Standards, where that entitlement is not already covered by this subclause (15)(a).

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.

Parental leave

- (17) For the purposes of subclauses 26(17) to 26(19):

eligible employee means an ongoing or fixed term employee.

eligible casual employee means a casual employee who:

- has been employed by the Employer on a regular and systematic basis; and
- who would have, but for accessing any parental leave under subclauses 26(17) to 26(19), a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

Child means:

- in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's partner or the employee's legal surrogate in accordance with Part 4 of the *Assisted Reproductive Treatment Act 2008* (Vic) (or successor instrument); or
- in relation to adoption-related leave, or a permanent care order, a child (or children) who is or will be placed with the employee for adoption or permanent care, and:
 - is, or will be, under 16 as at the day of placement, or the expected day of placement;
 - has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
 - is not (otherwise than because of the adoption) a child of the employee or the employee's partner.

Primary Caregiver means the person who takes primary responsibility for the care of a newborn or newly adopted Child. The Primary Caregiver is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's Primary Caregiver on a particular day.

Secondary Caregiver means a person who has parental responsibility for the Child but is not the Primary Caregiver.

- (a) An eligible 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 a Child (or children, in the case of a multiple birth or adoption). This seven-year period may include:
 - (i) Primary Caregiver leave, taken in accordance with subclause 26(18);
 - (ii) Secondary Caregiver leave, taken in accordance with subclause 26(19);
 - (iii) unpaid parental leave of up to two years as provided in subclause 26(17)(b);
 - (iv) extended unpaid parental leave of up to five years as provided in subclause 26(17)(c);
 - (v) paid leave accrued under subclauses 26(1)(a) or (b) with respect to education support class employees;
 - (vi) long service leave under subclause 26(21).
- (b) Unpaid parental leave under subclause 26(17)(a)(iii) does not need to be taken in a single continuous period. Any resumption of duty during this period will be considered a temporary resumption unless notified by the employee in accordance with subclause (17)(m) that the employee intends to conclude their parental leave in respect of the Child. Noting that:
 - (i) the Employer and employee will agree on the duration of each block of parental leave under this subclause (b) prior to the commencement of any parental leave. The Employer will consider their operational requirements and the employee's personal and family circumstances in considering requests for parental leave in more than one continuous period noting the Employer and employee can agree to change the agreed arrangements at any time. Approval of such requests will not be unreasonably refused;
 - (ii) an employee, other than an education support class employee, is entitled to payment for the school vacation periods following their temporary resumption of duty under this subclause (b) if the employee has been on duty for at least 20 days (for a full time employee) during the term preceding the vacation period;
 - (iii) where the employee temporarily resumes duty under subclause (b) at a lower time fraction than the employee's substantive time fraction, the employee's substantive time fraction does not alter. In this case the employee will resume duty at the lower time fraction with the remainder of their substantive time fraction being parental leave.
 - (iv) For a pregnant employee, unpaid parental leave may commence at any time after an employee submits medical evidence that an employee is pregnant but not later than the date of birth of the Child.
- (c) An eligible employee who has exhausted their paid and unpaid parental leave entitlements under subclauses 26(17)(a)(i)-(iii) is entitled to extended unpaid parental leave under subclause 26(17)(a)(iv) as a continuous extension to their parental leave taken under subclauses 26(17)(a)(i)-(iii). Extended unpaid parental leave will be taken in a single continuous period and return to duty at the conclusion of the parental leave is subject to the notification requirements set out in subclause (17)(m).
- (d) Unpaid parental leave under subclauses (17)(a)(iii) and (17)(a)(iv) will not break an employee's continuity of service but it will not count as service for leave accrual or other purposes.
- (e) An eligible employee currently on parental leave under subclause (17)(a)(i)-(iii) is not required to return to duty in order to access a further period of parental leave in respect of a different Child. An employee on extended unpaid parental leave under subclause 26(17)(a)(iv) will be required to conclude that parental leave in order to access further parental leave in respect of a different Child.

- (f) An eligible employee who is pregnant or who will adopt a Child and will be entitled to Primary Caregiver leave may commence Primary Caregiver leave at any time within six weeks prior to the expected date of birth or placement of the Child but no later than the date of birth or placement of the Child. Noting that an eligible employee who is pregnant may only seek to attend for duty in the six-week period immediately prior to the expected date of birth of the Child if the attendance is sought at a time employees ordinarily attend for duty.
- (g) Secondary Caregiver leave may commence up to one week prior to the expected birth or placement of the Child and must be taken in the first 52 weeks of the Child's birth or adoption.
- (h) Prior to commencing parental leave, the eligible employee will provide notice to the Employer, including the proposed start date, and how they propose to arrange their parental leave (for example, if they propose to use the leave flexibly or in a single continuous period). At this time, the eligible employee must also provide evidence that would satisfy a reasonable person stating:
 - (i) that the employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate; and
 - (ii) the particulars of any parental leave taken or proposed to be taken or applied for by the employee's partner.
- (i) The Employer may also require the employee to provide evidence at the time of accessing paid Primary Caregiver leave, paid Secondary Caregiver leave and Surrogacy Leave which would satisfy a reasonable person of:
 - (i) for birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
 - (ii) for adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (j) (i) The Employer may require a pregnant employee to provide a medical certificate stating that the employee is fit to work their normal duties where the employee:
 - continues to work within the six-week period immediately prior to the expected date of birth of the Child; or
 - is on paid 'no safe job leave'.
- (ii) The Employer may require the employee to start parental leave as soon as practicable if the employee:
 - does not give the Employer the requested certificate within seven days of the request; or
 - gives the Employer a medical certificate stating that the employee is unfit to work.
- (k) Parental leave cannot extend beyond the seventh birthday of the Child for whom the absence has been granted unless:
 - (i) the leave is extended so that it accords with the resumption of duty on the first school day of the following term;
 - (ii) the Employer allows an employee a further period of parental leave in the event of any subsequent pregnancy or adoption;
 - (iii) the parental leave in respect of an adopted Child is 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.
- (l) Only one period of parental leave may be approved for each employee for a particular Child. Provided that where two employees are eligible to be absent in conjunction with the birth, adoption or otherwise becoming the legal parent of the same Child:

- (i) each employee is entitled to a parental leave of up to seven years;
 - (ii) only one form of paid parental leave may be taken per employee per Child.
- (m) An employee may conclude parental leave in respect of a Child:
- (i) following the conclusion of any paid Primary Caregiver leave, if written notice of intention to return is given to this effect prior to commencement of the leave; 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.
- (n) (i) An employee with a Child under school age may request to return to duty following a period of parental leave on a part-time basis to assist the employee in reconciling work and parental responsibilities.
- (ii) The Employer will consider the request under subclause (17)(n)(i) having regard to the employee's circumstances and the operational needs of the school, the Employer may only refuse the request on reasonable grounds.
- (iii) Where an employee returns to duty on a part-time basis under subclause (i) that employee will revert to the time fraction the employee was working immediately prior to the commencement of the employee's first period of parental leave when the last of the employee's children reaches school age.
- (o) (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, it is inadvisable for the employee to continue in the employee's present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with the employee's present position, 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, until the commencement of parental leave.
- (ii) An employee temporarily transferred to a safe job under subclause (17)(o)(i) is entitled to be paid not less than the employee's substantive salary immediately prior to the temporary transfer.
- (iii) If no appropriate safe job is available, 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, until the earliest of either:
- when the employee is certified by a registered medical practitioner as unfit to work during the six-week period before the expected date of birth; or
 - when the employee's pregnancy results in the birth of a Child or when the employee experiences pregnancy loss.
- (p) An employee who is pregnant will be granted paid leave to a maximum of 38 hours (five days for a full time employee) to attend routine medical appointments associated with that pregnancy, provided that the employee:
- (i) provides a medical certificate certifying the employee is pregnant;
 - (ii) provides a certificate of attendance for each appointment; and
 - (iii) schedules appointments, where possible, at times that minimise the requirement to engage replacement staff for the period of absence.
- (q) An employee whose partner or surrogate or partner's surrogate is pregnant may access paid leave to a maximum of 15.2 hours (two days for a full time employee) 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 partner or surrogate or partner's surrogate is pregnant;
 - (ii) the employee provides a certificate of attendance for each appointment; and
 - (iii) appointments are scheduled, where possible, at times that minimise the requirement to engage replacement staff for the period of the absence.
- (r) An employee seeking to adopt a Child is entitled to five days' unpaid leave for the purpose of attending any interviews or examinations required in order to obtain approval for the employee's adoption of the Child, provided that:
- (i) satisfactory evidence is provided to support the need to take the leave, and
 - (ii) appointments are scheduled, where possible, at times that minimise the requirement to engage replacement staff for the period of the absence.
- (s) Where an eligible employee experiences pregnancy loss, when not otherwise on parental leave, the employee may take leave for such periods as a registered medical practitioner certifies as necessary, in accordance with the following:
- (i) where the pregnancy loss occurs up to the first 12 weeks of gestation, the employee is entitled to access any paid and/or unpaid personal leave entitlements, and up to two days paid compassionate leave;
 - (ii) where the pregnancy loss occurs after 12 weeks gestation but before 20 weeks gestation, the employee is entitled to access any paid and/or unpaid personal leave entitlements, and up to two days paid compassionate leave and/or to unpaid parental leave of up to 12 months;
 - (iii) where the pregnancy loss occurs on or after 20 weeks gestation, the eligible employee is entitled to Primary Caregiver leave not exceeding the amount of paid Primary Caregiver leave provided under subclause (18)(a), up to two days paid compassionate leave and, thereafter, to unpaid parental leave to which the employee would be entitled under subclause (17)(a)(iii).
 - (iv) where the loss of a pregnancy of an eligible employee's partner occurs on or after 20 weeks gestation, an eligible employee is also entitled to 38 hours (for a full time employee) of paid parental leave and up to two days paid compassionate leave.
- (t) Where a public holiday occurs during a period of paid parental leave, the public holiday is not to be regarded as part of the paid parental leave and the Employer will grant the employee a paid day off in lieu, to be taken by the employee immediately following the period of paid parental leave.
- (u) (i) An employee is entitled to have superannuation contributions made in respect of the period of the employee's parental leave for which they are the Primary Caregiver which occurs on or after the commencement of this Agreement.
- (ii) The Employer will pay the superannuation contributions to the employee's fund.
 - (iii) The quantum of superannuation contributions payable under this subclause (17)(u) will be calculated based on:
 - the number of weeks of the employee's parental leave for which they are the Primary Caregiver, capped at 52 weeks;
 - the employee's normal rate of pay; and
 - the applicable contribution rate under the *Superannuation Guarantee Administration Act 1992 (Cth)* at the time the payment is made.
 - (iv) Payment will be made each fortnight during the 52-week period, or at the conclusion of the 52-week period.

Primary Caregiver leave

- (18) (a) (i) An eligible employee who will be the Primary Caregiver at the time of birth, adoption or placement of the Child, is entitled to Primary Caregiver leave with pay for a continuous period of sixteen weeks commencing from the date the employee commenced an absence from duty under clause (17)(f).
- (ii) An employee may elect to take paid Primary Caregiver 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 Primary Caregiver leave at half pay must notify the Employer of this intention prior to commencing leave unless otherwise agreed between the employee and the Employer.
- (b) An eligible casual employee who will be the Primary Caregiver of their Child is entitled to up to 52 weeks unpaid parental leave, which may be extended by a further 52 weeks by application.
- (c) Only one parent can take Primary Caregiver leave in respect of the birth or adoption of the Child. An employee cannot receive Primary Caregiver leave:
 - (i) if their partner is, or will be, the Primary Caregiver at the time of the birth or adoption of the Child; or
 - (ii) if their partner has received, or will receive, primary caregiver parental leave entitlements, or a similar entitlement, from their employer in respect of the Child; or
 - (iii) if the employee has taken, or will take, Secondary Caregiver leave in relation to the Child.
- (d) While on Primary Caregiver leave with pay, an employee will be paid at:
 - (i) the time fraction which the employee was working immediately before commencing Primary Caregiver 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 Primary Caregiver leave.
- (e) An employee who is eligible for paid leave under this subclause (18) and subclause (13) in respect of their absence from duty is entitled to Primary Caregiver leave with pay in accordance with this subclause (18) less the amount paid by way of weekly compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) and has no further entitlement to leave under subclause (13) during the Primary Caregiver leave period.
- (f) (i) An ongoing employee, other than an education support class employee, whose period of paid Primary Caregiver leave expires during a school vacation period is entitled to receive their pay for the remainder of that vacation period provided the employee has provided notice under subclause (17)(m) and concludes their parental leave and returns to duty following that vacation period.
- (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 Primary Caregiver 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 concluding their parental leave and receiving salary for the remainder of the school vacation period or continue their parental leave.
- (g) Where an employee's Child is required to remain in hospital after the Child's birth or is hospitalised immediately after the Child's birth, including because the Child:
 - (i) was born prematurely; or
 - (ii) developed a complication or contracted an illness during the Child's period of

gestation or at birth; or

- (iii) developed a complication or contracted an illness following the Child's birth,

and the employee would otherwise have taken parental leave during this period, the Employer and employee may agree that the employee will not take parental leave while the Child remains in hospital and may work during that period. During this time the employee may also access other forms of leave available to them, subject to meeting the eligibility requirements for that leave.

- (h) An eligible employee will be entitled to access parental leave in accordance with this subclause (18) at a time agreed with the Employer if they:
 - (i) are granted a permanent care order in relation to the custody or guardianship of a Child pursuant to the *Children, Youth and Families Act 2005* (Vic) (or its successor or a permanent parenting order by the Family Court of Australia, and
 - (ii) will be the Primary Caregiver for that Child.
- (i) In the case of adoption or permanent care placement of a Child with the employee, where no legal adoption ensues or no action is taken to register the Child's birth if required under state/territory law, the employee has no further entitlement to leave under subclauses 26(18)-(19) and will return to duty.

Surrogacy leave

- (j) (i) An employee (other than a casual employee) who enters into a formal surrogacy arrangement which complies with Part 4 of the *Assisted Reproductive Treatment Act 2008* (Vic), as the surrogate, is entitled to a continuous period of six weeks paid surrogacy leave.
- (ii) The entitlements under this subclause 26(18)(j) are the same as the applicable provisions in subclauses 26(17)(f)-(j).

Secondary Caregiver leave

- (19) (a) (i) An eligible employee who will be the Secondary Caregiver at the time of the birth or adoption of the Child will be granted Secondary Caregiver leave with pay, at the rate the employee would have received but for the absence on Secondary Caregiver leave, for up to 152 hours (twenty days in respect of a full-time employee), to care for the Child and/or Primary Caregiver of the Child.
- (ii) Subject to notice provided prior to the commencement of the Secondary Caregiver leave, the Secondary Caregiver leave does not need to be taken in a single continuous period and may be taken in separate periods within the first 52 weeks of the birth or placement of the Child as agreed with the Employer.
- (b) An eligible casual employee who will be the Secondary Caregiver is entitled to up to 52 weeks' unpaid parental leave.
- (c) Only one parent can receive Secondary Caregiver leave in respect to the birth or adoption of the Child.
- (d) An employee cannot receive Secondary Caregiver parental leave entitlements where the employee has received Primary Caregiver parental leave entitlements in relation to the same Child.
- (e) An employee who is eligible for paid leave under this subclause (19) and subclause (13) in respect of a particular absence from duty is entitled to Secondary Caregiver leave with pay in accordance with this subclause (19) less the amount paid by way of weekly compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) and will have no further entitlement to leave under subclause (13) during the Secondary Caregiver leave period.

Foster and kinship care

- (20) An employee (other than a casual employee) who provides short-term foster or kinship care as the primary caregiver to a child who cannot live with their parents as a result of an eligible child protection intervention is entitled to up to two days' paid leave on up to five occasions per child following the placement of the child with the employee.
- (a) For the purposes of this subclause (20), 'foster and kinship care' includes:
- (i) Foster Caring, which is the temporary care of a child of up to 18 years of age on a short-term basis by an employee who is an accredited foster carer.
 - (ii) Kinship Care, which is temporary care provided by an employee who is a relative or a member of the child's social network when the child cannot live with their parents.
 - (iii) Aboriginal Kinship Care, which is temporary care provided by an employee who is a relative or friend of an Aboriginal child who cannot live with their parents, where Aboriginal family and community and Aboriginal culture are valued as central to the child's safety, stability and development.
- (b) Eligible child protection interventions include emergency respite and short-term or long-term placements on a non-permanent basis, as issued by the Victorian Department of Health, the Children's Court or other similar federal, state or judicial authority.

Long service leave

- (21) (a) An employee is entitled to long service leave in accordance with the provisions of section 2.4.25 of the *Education and Training Reform Act 2006* (Vic) (or its successor) with long service leave accruing at the rate of 495.6967 hours (three months) after ten years of 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.
- (g) Public holidays which occur during a period of long service leave will not form part of the long service leave.

Partner leave

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

Sabbatical leave

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

Gender Affirmation leave

- (24) (a) The Employer encourages a culture that is supportive of transgender, gender-diverse and non-binary employees and the importance of providing a safe environment for employees undertaking gender affirmation.
- (b) Gender Affirmation leave is available to transgender, gender-diverse and non-binary employees who are undergoing a process to affirm their gender. Employees may affirm their gender through medical, psychological, social, legal, or administrative means.
- (c) Employees may give effect to their affirmation in a number of ways and are not required to undertake specific types of changes, such as surgery, to access leave under this subclause (24).

Amount of Gender Affirmation Leave

- (d) An employee (other than a casual employee) who is undergoing a process of affirming their gender is entitled to Gender Affirmation leave for the purpose of supporting the employee's affirmation. Gender Affirmation Leave will comprise:
 - (i) up to 152 hours (20 days for a full time employee) of paid leave for gender affirmation procedures; and
 - (ii) up to 48 weeks of unpaid leave.
- (e) The Gender Affirmation leave entitlements outlined in subclause (24)(d) are employee-led, based on individual needs and circumstances, and may be accessed by the employee flexibly over the duration of the employee's employment.
- (f) Gender affirmation procedures include:
 - (i) medical or psychological appointments,
 - (ii) hormonal appointments,
 - (iii) surgery and associated appointments,

- (iv) appointments for updating legal status or identity documentation, or
- (v) any other similar or necessary appointment or procedure to give effect to the employee's affirmation.
- (g) An employee may utilise accrued long service leave, discretionary leave or, where appropriate, personal leave, in addition to leave taken under this subclause (24).
- (h) Gender Affirmation leave may be taken as consecutive, single or part days as agreed with the Employer.
- (i) Paid leave under this subclause (24) will not accrue from year to year and cannot be paid out on termination of employment.

Gender Affirmation leave – Casual employees

- (j) Casual employees are entitled to access unpaid leave of up to 52 weeks duration for gender affirmation purposes.

Notice and evidence requirements

- (k) An employee seeking to access gender affirmation leave must provide the Employer with reasonable written notice of their intended commencement date and expected period of leave, as soon as practicable, unless otherwise agreed by the Employer. Approval of a request to access leave at short notice will not be unreasonably withheld, having regard to the length of the absence and operational requirements of the Employer, acknowledging that there may be instances where last minute appointments may arise.
- (l) An employee seeking to access gender affirmation leave may be required to provide suitable supporting documentation or evidence of their attendance at gender affirmation procedures. This may be in the form of a document issued by a registered medical practitioner, a lawyer, or a state, territory or federal government organisation, statutory declaration or other suitable supporting documentation.

Public Holidays

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

holiday in lieu thereof will be observed on 28 December.

Family and domestic violence leave

General principle

- (26) (a) (i) The Employer recognises that employees may experience situations of violence or abuse that constitute family and domestic violence, and which may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family and domestic violence.
- (ii) Leave for family and domestic violence purposes is available to employees who are experiencing family and domestic violence and they are required to be absent from the workplace to deal with the impact of family and domestic violence. This may include leave to attend counselling appointments, legal proceedings, provide childcare, arrange for the safety of themselves or a close relative and other activities related to, and as a consequence of, family and domestic violence.
- (iii) The supports and paid or unpaid leave provided under this subclause (26) do not extend to perpetrators (or alleged perpetrators) of family and domestic violence.

Definition of family and domestic violence

- (b) Family and domestic 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) Leave for family and domestic violence purposes is available to all employees as outlined in this subclause (26).

General Measures

- (d) (i) Evidence of family and domestic violence may be required by the Employer, and if so, should demonstrate that:
- the employee needs or needed to do something to deal with the impact of family and domestic violence, and
 - was required to absent themselves from the workplace, or it would have been impractical for this to occur outside of their normal hours of work.
- (ii) Evidence can be given in the form of a statutory declaration, an agreed document issued by the police service, a court, a registered health practitioner, a family and domestic violence support service, district nurse, maternal and health care nurse or lawyer. Types of appropriate evidence are not limited to the listed examples above, and the evidence does not have to include extensive detail as to the circumstances which give rise to the need for leave.
- (iii) A request for evidence made by the Employer will not be unreasonable or overly onerous on the employee. All requests must be handled sensitively and with consideration of the employee's safety and the circumstances of each case.
- (iv) All personal information concerning family and domestic 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.
- (v) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence.
- (vi) The Employer will identify contact/s within the workplace who will be trained in family and domestic violence and associated privacy issues. The Employer will advertise the name of any family and domestic violence contacts within the workplace.

- (vii) An employee experiencing family and domestic violence may raise the issue with their immediate supervisor, family and domestic violence contacts, representative of the union, workplace delegate or a contact nominated by the Employer, or have the matter raised on their behalf by their appointed representative. The immediate supervisor may seek advice from a contact nominated by the Employer, if the employee chooses not to see the contact nominated by the Employer or family and domestic violence contact.
- (viii) Where requested by an employee, the contact nominated by 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 subclauses (e) and (h).
- (ix) The Employer will develop guidelines to supplement this subclause (26) and which details the appropriate action to be taken in the event that an employee reports family and domestic violence.

Leave for employees other than casual employees

- (e) (i) An employee (other than casual employees) experiencing family and domestic violence will have access to 152 hours (20 days for a full-time employee) of paid family and domestic violence leave for each year of employment, to address the impact of family and domestic violence. This leave is available in full at the start of each year and is not cumulative. Where an employee has exhausted their leave allocation in any single year, consideration will be given to providing additional leave which will not be unreasonably refused.
- (ii) Pro-rata entitlements for part-time employees will continue to apply provided that the pro-rata arrangements result in at least 10 days of paid family and domestic violence leave per annum for each part-time employee.

Leave for casual employees

- (iii) Casual employees are entitled to up to 10 days of paid family and domestic violence leave and a further 10 days of leave without pay for family and domestic violence per annum.
- (iv) This leave is available in full at the start of each year and is not cumulative.
- (v) The Employer may use its discretion to grant further family and domestic violence leave to a casual employee experiencing family and domestic violence which will not be unreasonably refused.

Rate of pay during family and domestic violence leave

- (vi) Family and domestic violence leave will be paid at the employee's full rate of pay, including any applicable allowances, regardless of any Agreement provision to the contrary.
- (vii) The employee's full rate of pay is calculated based on the amount they would have been paid had they not taken the period of leave.

Accessing family and domestic violence leave

- (f) Family and domestic violence 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.
- (g) An employee who supports a person experiencing family and domestic violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with clause 26(26)(d) from an employee seeking to utilise their personal/carer's leave entitlement.

Individual support

- (h) (i) In order to provide support to an employee experiencing family and domestic

violence and to provide a safe work environment to all employees, the Employer will approve any reasonable request from an employee experiencing family and domestic violence for:

- temporary or ongoing changes to their span of hours or pattern of hours and/or shift patterns;
 - temporary or ongoing job redesign or changes to duties;
 - temporary or ongoing relocation to suitable employment;
 - a change to their telephone number or email address to avoid harassing contact;
 - any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (ii) Requests from an employee to change their working arrangements under this subclause (h) must be treated and responded to in the same manner as requests made for flexible working arrangements under section 65 of the *Fair Work Act 2009*.
- (iii) The Employer may also implement a workplace safety plan upon request by and in consultation with the employee, which includes specific measures to minimise risk that the employee will be subject to violent or abusive behaviour at work from the perpetrator of family and domestic violence and protocols for dealing with a crisis situation.
- (iv) Any changes to an employee's role should be reviewed at agreed periods. When an employee is no longer experiencing family and domestic violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the employee's substantive position.
- (v) Upon request from the employee and where the Employer has the technological capabilities to do so, the Employer may use existing IT services to screen the employee's devices, including private devices, for spyware and malware.
- (vi) An employee experiencing family and domestic 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 and domestic violence.
- (vii) An employee that discloses that they are experiencing family and domestic violence will be given information regarding available support services.

Leave to Attend Trade Union Training Courses

- (27) (a) In addition to clause 37, an employee who has been nominated by a union to attend a trade union training course will be granted up to five days leave in any one calendar year to enable attendance. An employee may be granted paid leave under this clause in excess of five days and up to ten days in any one calendar year subject to the total leave taken in that calendar year and in the subsequent calendar year not exceeding ten days.
- (b) Trade union training leave will be granted with pay where:
- (i) the leave will not cause undue disruption to the school's program;
 - (ii) arrangements could not be made to attend training out of hours;
 - (iii) the proposed training is of benefit to the Teaching Service or the school;
 - (iv) suitable relief arrangements can be arranged at the union's expense.
- (c) In all other cases, trade union training leave will be granted without pay subject to suitable relief arrangements being available.

Grandparent leave

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

Discretionary leave

- (29) From the commencement of the 2027 school year an employee may access up to 7.6 hours (1 day for a full-time employee) of their personal leave each year as discretionary leave to assist the employee to manage their work-life balance. Access to discretionary leave will be subject to operational requirements and will not be unreasonably refused.

General

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

Reimbursement of Expenses

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

Allowable expenses

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

Private phone use

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

Private motor vehicle use

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

- (d) The rates payable in respect of motor kilometre costs will be the rates determined by the Australian Taxation Office at the time the expense was incurred.

Removal expenses

- (8) An ongoing employee who is required to relocate their residence owing to:
 - (a) promotion to an advertised vacancy;
 - (b) transfer following an official instruction;
 - (c) transfer to an advertised vacancy after having served for at least five years in the one school or location or at least four years in a school designated by the Employer as remote; or
 - (d) redeployment, as an excess employeewill be reimbursed expenses incurred for travel, meals, accommodation at the rates specified in subclauses (1) to (3) and the cost of removal of household and personal belongings by the most direct route in respect of the employee and their dependants including the cost of comprehensive insurance cover for those items whilst in transit, up to a maximum cover of \$55,000 or such higher amount approved by the Employer.
- (9) Unless otherwise approved by the Employer, an employee is not eligible for reimbursement of removal expenses under subclause (8) in the case of:
 - (a) a transfer arising from the request, fault, or misconduct of an employee; or
 - (b) relocation from place to place within Ballarat, Bendigo, Geelong or within the Melbourne metropolitan area.
- (10) Where more than one employee is eligible to be reimbursed removal expenses in respect of the one relocation, only one employee is entitled to be reimbursed removal expenses.
- (11) An employee promoted or transferred in circumstances provided in subclauses (8)(a), (b) or (d), other than an employee who is not entitled to be reimbursed under subclause (9), will be paid:
 - (a) a re-establishment allowance of:
 - (i) an employee without dependants - \$694; or
 - (ii) an employee with dependants - \$1,389provided that, where more than one employee is eligible to be reimbursed removal expenses in respect of the same relocation, the total allowance paid under this subclause will not exceed \$1,389.
 - (b) the reasonable cost of stamp duty paid on purchase of a residence or land for the purpose of erecting a residence for their own permanent occupation at the new location provided that the employee:
 - (i) sells a residence at their old location;
 - (ii) enters into occupation of a residence at the new location within 15 months of the effective date of the promotion or transfer; and
 - (iii) provides satisfactory evidence of expenditure.
 - (c) Reimbursement under subclause (b) will not be made where the employee occupies a government residence at the new location.
- (12) An employee who owns a motor vehicle(s) that is used for transport to the new location will be reimbursed at the appropriate rate prescribed in subclause (7).

Dispute Resolution Procedures

- 28 (1) Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or in relation to matters covered by the National Employment Standards, other than termination of employment, must be dealt with in accordance with this

clause.

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

Obligations

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

Discussion of dispute

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

Internal process

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

Disputes of a Collective Character

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

Unresolved Disputes

- (14) If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and the steps set out in subclauses (7) to (13), have been taken, the dispute may be referred to the Fair Work Commission for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the Fair Work Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (15) The decision of the Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

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

29 (1) This clause applies if the Employer:

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

Consultation in relation to major change

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

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

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

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

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

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

Representation

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

Definitions

(5) For the purpose of this clause 29:

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

“significant effect” means:

- (a) the termination of employment of employees (other than in the case of redundancy);
- (b) a major change to the composition, operation or size of the Employer’s workforce or the skills required of employees;
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);

- (d) the alteration of hours of work;
- (e) the need to retrain employees;
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs,

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

Electronic Communications

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

Flexible Work

- 31 An employee and the Employer may agree to a flexible work arrangement which may include the ability to work remotely, change their hours, use leave, and change the days they work or use other options that work for both the employee and the Employer. Where an employee requests a change to their usual working arrangements, the Employer will give the request genuine consideration having regard to the operational requirements of the workplace and provide a response within 21 days where practical. Where the request cannot be accommodated, the Employer should provide reasons in writing and explore whether alternative forms of flexibility may be able to be accommodated.

Individual Flexibility Arrangement

- 32 (1) An employee and the Employer may agree to make an individual flexibility arrangement pursuant to this clause 32 to vary the effect of terms of this Agreement in order to meet the genuine needs of the employee and Employer. An individual flexibility arrangement must be genuinely agreed to by the employee and the Employer.
- (2) The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth);
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth);
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of the Employer and employee;
 - (c) is signed by the Employer and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee;
 - (d) includes details of:
 - (i) the terms of the 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 32 are any clauses of the Agreement about one or more of the following matters:
 - (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) leave loading.

Supported Wage

- 33 The Supported Wage System set out in Schedule 7 applies to an employee who is unable to perform the range of duties to the competence level required within the employee's class of work, because of the effects of a disability on the employee's productive capacity and who meets the impairment criteria for receipt of a disability support pension.

Abandonment

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

Notice of Termination

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

Right to disconnect

- 36 (1) The right to disconnect refers to an employee's right to disconnect from work and provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact or attempted contact outside of the employee's working hours, from
- (a) their Employer; or
 - (b) any other party including parents and students.
- (2) Principals and managers are expected to respect the right of employees to disconnect from work-related communications outside of their working hours, noting the right to disconnect does not prohibit employers from attempting to contact their employees, nor does it prevent employees from contacting one another.

- (3) There are factors that must be taken into account in determining whether an employee's refusal to monitor, read, listen to, or respond to contact is unreasonable. These include, but are not limited to:
 - (a) the reason for the contact or attempted contact
 - (b) the method of contact and level of disruption it causes the employee
 - (c) the extent to which the employee is compensated for:
 - (i) being available to perform work outside their ordinary hours of work;
 - (ii) working additional hours outside their ordinary hours of work
 - (d) the nature of the employee's role and the employee's level of responsibility, and
 - (e) the employee's personal circumstances including family or caring responsibilities.
- (4) Subject to the considerations set out above, it may be reasonable to expect the employee to respond to the contact if it relates to matters that are urgent or time sensitive and cannot reasonably wait until the particular employee returns to work, such as:
 - (a) in the case of an emergency or critical incident;
 - (b) notifying employees of necessary timetable changes;
 - (c) conducting necessary welfare checks for employees, or
 - (d) confirming an employee's return to work arrangements.

Workplace Delegate's Rights

- 37 (1) For the purpose of this clause:
- **delegate's organisation** means the employee organisation in accordance with the rules of the organisation which the workplace delegate was appointed or elected;
 - **eligible workers** means members and persons eligible to be members of the workplace delegate's organisation who work in a particular enterprise of the Employer;
 - **employee organisation** means an organisation of employees registered under the Fair Work (Registered Organisations) Act 2009 (Cth).
 - **workplace delegate** has the meaning given by section 350C(1) of the Fair Work Act 2009 (Cth) and includes a person appointed or elected, in accordance with the rules of a union, to be a delegate or representative (however described) for union members.
- (2) (a) Before exercising entitlements under this clause 37, a workplace delegate must give the Employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.
 - (b) An employee who ceases to be a workplace delegate must give written notice to the Employer within 14 days.

Right of representation

- (3) A workplace delegate may represent the industrial interests of eligible workers who wish to be represented by the workplace delegate in matters including:
 - (a) consultation about major workplace change;
 - (b) consultation about changes to rosters or hours of work;
 - (c) resolution of disputes;
 - (d) disciplinary processes;
 - (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the *Fair Work Act 2009* (Cth) or is assisting the delegate's organisation with enterprise bargaining; and

- (f) any process or procedure within an award, enterprise agreement or workplace policy under which eligible workers are entitled to be represented and which concerns their industrial interests.

Entitlement to reasonable communication

- (4) A workplace delegate may communicate with eligible workers in relation to their industrial interests under clause 37(3). This includes discussing membership of the delegate's organisation and representation with eligible workers.
- (5) A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.

Entitlement to reasonable access to the workplace and workplace facilities

- (6) The Employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible workers;
 - (b) a physical or electronic noticeboard;
 - (c) electronic means of communication ordinarily used in the workplace by the Employer to communicate with eligible workers and by eligible workers to communicate with each other, including access to Wi-Fi;
 - (d) a lockable filing cabinet or other secure document storage area; and
 - (e) office facilities and equipment including printers, scanners and photocopiers.
- (7) The Employer is not required to provide access to or use of a workplace facility under clause 37(6) if:
 - (a) the workplace does not have the facility;
 - (b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (c) the Employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

Entitlement to reasonable access to training

- (8) The Employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible workers, subject to the following conditions:
 - (a) In each year commencing 1 February the Employer is not required to provide access to paid time for training to more than one workplace delegate per 50 employees.
 - (b) The number of eligible workers will be determined on the day a delegate requests paid time to attend training, as the number of eligible workers who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
 - (c) Payment for a day of paid time during normal working hours is calculated at the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
 - (d) The workplace delegate must give the Employer not less than 5 weeks' notice (unless the Employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

- (e) If requested by the Employer, the workplace delegate will provide the Employer with an outline of the training content.
- (f) The Employer will advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval will not be unreasonably refused.
- (g) On request, the workplace delegate will, within 7 days after the day on which the training ends, provide the Employer with evidence that would satisfy a reasonable person of their attendance at the training.

Exercise of entitlements under this clause 37

- (9) A workplace delegate's entitlements under this clause 37 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (a) comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (b) not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.
- (10) When exercising any entitlements under this clause 37, a workplace delegate must, other than in the reasonable exercise of those entitlements:
 - (a) comply with their duties and obligations as an employee; and
 - (b) not hinder, obstruct or prevent the normal performance of work.
- (11) Clause 37 does not require the Employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible workers.
- (12) Clause 37 does not require an eligible worker to be represented by a workplace delegate without the eligible worker's agreement.
- (13) The Employer must not:
 - (a) unreasonably fail or refuse to deal with a workplace delegate; or
 - (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
 - (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the *Fair Work Act 2009* (Cth) or this clause 37.

Workplace Union encouragement

- 38 (1) The parties covered by this Agreement recognise the role of the union and the right of employees to join a union and will encourage eligible persons to join and maintain financial membership of a union. The parties further recognise that union membership remains at the discretion of individual employees.
- (2) An application for union membership and information on the relevant union(s) will be provided to all eligible employees as soon as practicable after the commencement of employment.
- (3) Information on the relevant union(s) will be included in induction materials, including current membership material, membership rates, the terms and conditions contained in this Agreement, and general information about the Union. This information will be supplied by the union(s).
- (4) The Employer will ensure that union representatives are provided with the opportunity to discuss union membership with new employees. These discussions will be held during ordinary hours of work, provided that it is at a time that causes least disruption to the educational program of the school. Where inductions are held in person or online, the

union(s) will be invited to address new employees as part of those inductions.

Gender Equality

Commitment to collaborative approach to achieving gender pay equity

- 39 (1) The Employer will work collaboratively with employees and union(s) to identify, support, and implement strategies designed to eradicate the gender pay gap, gender inequality and discrimination.

Gender Pay Equity Principles

- (2) The provisions of this Agreement are to be interpreted consistently with the following gender pay equity principles:
- (a) Establishing equal pay for work of equal or comparable value: Equal or comparable value refers to work valued as equal or comparable in terms of skill, effort, responsibility and working conditions. This includes work of different types.
 - (b) Freedom from bias and discrimination: Employment and pay practices are free from the effects of unconscious bias and assumptions based on gender.
 - (c) Transparency and accessibility: Employment and pay practices, pay rates and systems are transparent. Information is readily accessible and understandable.
 - (d) Relationship between paid and unpaid work: Employment and pay practices recognise and account for different patterns of labour force participation by workers who are undertaking unpaid and/ or caring work.
 - (e) Sustainability: Interventions and solutions are collectively developed and agreed, sustainable and enduring.
 - (f) Participation and engagement: Workers, union(s) and the Employer work collaboratively to achieve mutually agreed outcomes.
 - (g) Recognising intersectional gender inequality: Employment and pay practices account for and recognise that gender inequality may be compounded by other forms of disadvantage or discrimination that a person may experience based on factors including age, disability, gender identity, race, religion, sexual orientation and being of Aboriginal and/or Torres Strait Islander descent.

Meaning of 'pay'

- (3) In this clause, 'pay' refers to remuneration including but not limited to salary, allowances, and superannuation.

Claims relating to systemic gender equality issues

- (4) A systemic gender equality issue means, as set out in the *Gender Equality Act 2020* (Vic), an issue of a systemic nature within the Employer which adversely affects a class or group of employees of the Employer, relating to:
- (a) The gender composition of any or all workforce levels of the Employer; or
 - (b) The gender composition of governing bodies; or
 - (c) Equal remuneration for work of equal or comparable value across any or all workforce levels of the Employer irrespective of gender; or
 - (d) Sexual harassment in the workplace; or
 - (e) Recruitment and promotion practices in the workplace; or
 - (f) Availability and utilisation of terms, conditions and practices in the workplace relating to Family and Domestic Violence Leave, Flexible Working Arrangements and working arrangements supporting employees with family or caring responsibilities; or
 - (g) Gendered workplace segregation, or
 - (h) Any other prescribed matters.

- (6) A Claim or Claims under this clause 39 must be made in writing to the Employer.
- (7) In the first instance the Claim should include sufficient detail for the Employer to make a reasonable assessment of the nature of the Claim, the employees impacted by the Claim and any proposals to resolve the Claim.
- (8) The Employer must meet and discuss the Claim with the Claimant prior to responding to the Claim.
- (9) The Employer must respond to the Claim in writing to the Claimant/s, within a reasonable time, including enough details in the response to allow the Claimant/s to understand the Employer's response to each element of the Claim, including reasons why the Claim is accepted or rejected.
- (10) Where agreement is reached between the parties within the workplace, this agreement and agreed resolution must be documented.
- (11) If the Claim, or some elements of the Claim are unable to be resolved between the Employer and the Claimant/s, either the Claimant/s or the Employer may refer unresolved elements of the Claim to the Public Sector Gender Equality Commissioner (Commissioner) to deal with. In doing so the parties should present, subject to the terms of the Gender Equality Act 2020 (Vic), the agreed and unagreed items of the Claim to the Commissioner.
- (12) In dealing with a Claim, the Commissioner:
 - (a) Must consider the Gender Pay Equity Principles articulated in clause 39(2) above; and
 - (b) Must be objective and free from assumptions based on gender; and
 - (c) Must acknowledge that current pre-existing views, conclusions, or assessments of comparable worth or value may not be free of assumptions based on gender; and
 - (d) Must ensure that skills, responsibilities, effort, and conditions that are commonly undervalued such as social and communication skills, responsibility for wellbeing of others, emotional effort, cultural knowledge and sensitivity are considered; and
 - (e) Must ensure that dispute resolution outcomes consider current or historical gender-based discrimination and do not further promote systemic undervaluation; and
 - (f) Must deal with the Claim in a manner that is independent of the Employer or the Claimant; and
 - (g) Must consider evidence that the Claim may not be isolated to the Employer but may affect employees from other public sector employers not covered by this Agreement; and
 - (h) May jointly deal with a Claim and any other dispute which has been referred to the Commissioner which relates to the same or similar systemic gender equality issues; and
 - (i) Must consider the views of the Claimant prior to jointly dealing with multiple Claims or disputes; and
 - (j) May otherwise deal with the Claim in any way the Commissioner considers appropriate, consistent with the requirements of the *Gender Equality Act 2020* (Vic). This can include mediation, conciliation, making recommendations or offering opinions. However, the Commissioner cannot make any binding determination in relation to a Claim.
- (13) If a Claim is unable to be resolved by the Commissioner, either the Claimant or the Employer may refer the Claim to the Fair Work Commission as a dispute of a collective character for resolution pursuant to clause 28.
- (14) Clause 39 does not apply to any dispute regarding a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
- (15) A Claimant or the Employer may choose to be represented at any stage by a

representative, including a union representative or Employer's organisation.

- (16) The Claimant and Employer and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (17) Whilst a Claim 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. No party will be prejudiced as to the final settlement of the Claim by the continuance of work in accordance with this subclause (17).

Gender Equality Action Plans

- (18) The Employer will consult with the governing body of the entity, the employees, the relevant union(s) and any other relevant person in the preparation of Gender Equality Action Plans under the *Gender Equality Act 2020* (Vic).

Reproductive Health and Wellbeing

- 40 (1) The parties recognise the importance of employees being able to manage and maintain their reproductive health and wellbeing at different stages of life. The parties recognise that reproductive health impacts on employment are particularly significant in affecting women's employment participation, workplace health and safety, career progression and the gender pay gap.
- (2) Subject to subclause 40(3), an employee (other than a casual employee) may take up to 38 hours (5 days for a full time employee) per year of service paid reproductive health and wellbeing leave where an employee:
 - (a) is unable to work as a result of experiencing symptoms associated with endometriosis or polyendocrine metabolic ovarian syndrome; or
 - (b) is unable to work as a result of experiencing symptoms associated with menopause or menstruation; or
 - (c) requires medical care for treatment of, or associated with, endometriosis or polyendocrine metabolic ovarian syndrome; or
 - (d) requires medical care due to complications associated with a pregnancy; or
 - (e) is undertaking a medical procedure associated with fertility treatment (including egg harvesting or embryo implantation).

Access to Reproductive Health and Wellbeing leave

- (3) An employee will become eligible to access the 38 hours (five days for a full time employee) of Reproductive Health and Wellbeing leave where their balance of accrued personal leave has reduced to 114 hours or fewer. Subject to the conditions in this clause 40, a maximum of 38 hours (five days for a full time employee) per year of Reproductive Health and Wellbeing leave will be available without deduction from personal leave.
- (4) An employee requesting to take leave under this clause 40 must advise the Employer of the period, or expected period, of the leave as soon as practicable, which may be a time after the leave has started.
- (5) The Employer may request the employee on each occasion provide appropriate evidence, for example a medical certificate, that would satisfy a reasonable person of the employee's entitlement to take leave under this clause 40.
- (6) Evidence that may be requested under clause 40(5) is limited to confirmation that a circumstance under clause 40(2) applies. An employee is not required to disclose any sensitive medical details.
- (7) Failure by the employee to provide documentary evidence as required by the Employer

within a reasonable period of time may render the employee ineligible for paid leave under this clause 40.

Requests for other workplace supports

- (8) An employee experiencing reproductive health and wellbeing difficulties (including, but not limited to, those specified in clause 40(2)) may also request:
 - (a) to work from home during symptoms or for an agreed period to facilitate attendance at or recover from specialist medical interventions associated with the abovementioned conditions, and/or
 - (b) other workplace supports which prioritise comfort and wellbeing of the employee.
 - (c) Requests will be considered subject to the operational requirements of the Employer, including occupational health and safety considerations. The Employer will not unreasonably refuse these requests.
- (9) Leave under this clause 40 is non-cumulative and will not be paid out on cessation of employment.

SCHEDULE 1**SALARY RATES**

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

Principal Class

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

(a) Principals will be paid within salary ranges 2 to 7 as follows:

Effective from the first pay period on or after					
	10/8/2026	1/10/2026	1/11/2027	1/11/2028	1/11/2029
Level 2					
Range 7					
7-4	\$266,101	\$292,046	\$303,728	\$315,877	\$331,355
7-3	\$260,883	\$286,320	\$297,772	\$309,683	\$324,858
7-2	\$255,768	\$280,705	\$291,934	\$303,611	\$318,488
7-1	\$250,753	\$275,201	\$286,209	\$297,658	\$312,243
Level 1					
Range 6					
6-4	\$245,836	\$269,805	\$280,598	\$291,821	\$306,121
6-3	\$241,016	\$264,515	\$275,096	\$286,099	\$300,118
6-2	\$236,290	\$259,329	\$269,702	\$280,490	\$294,234
6-1	\$231,657	\$254,244	\$264,414	\$274,990	\$288,465
Range 5					
5-4	\$227,114	\$249,258	\$259,228	\$269,597	\$282,807
5-3	\$222,661	\$244,371	\$254,146	\$264,311	\$277,263
5-2	\$218,295	\$239,579	\$249,162	\$259,129	\$271,826
5-1	\$214,015	\$234,882	\$244,277	\$254,048	\$266,497
Range 4					
4-4	\$207,443	\$227,669	\$236,775	\$246,246	\$258,313
4-3	\$202,978	\$222,768	\$231,679	\$240,946	\$252,753
4-2	\$198,609	\$217,973	\$226,692	\$235,760	\$247,312
4-1	\$194,332	\$213,280	\$221,811	\$230,683	\$241,987
Range 3					
3-4	\$190,149	\$208,689	\$217,036	\$225,718	\$236,778
3-3	\$186,542	\$204,730	\$212,919	\$221,436	\$232,286
3-2	\$182,527	\$200,324	\$208,337	\$216,670	\$227,287
3-1	\$178,598	\$196,011	\$203,852	\$212,006	\$222,394

Range 2					
2-4	\$174,754	\$191,792	\$199,464	\$207,443	\$217,607
2-3	\$168,188	\$184,586	\$191,969	\$199,648	\$209,431
2-2	\$164,566	\$180,611	\$187,836	\$195,349	\$204,921
2-1	\$161,025	\$176,725	\$183,794	\$191,146	\$200,512

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

Effective from the first pay period on or after					
	10/8/2026	1/10/2026	1/11/2027	1/11/2028	1/11/2029
Range 4					
4-4	\$197,565	\$216,828	\$225,501	\$234,521	\$246,013
4-3	\$193,312	\$212,160	\$220,647	\$229,473	\$240,717
4-2	\$189,151	\$207,594	\$215,897	\$224,533	\$235,535
4-1	\$185,079	\$203,124	\$211,249	\$219,699	\$230,464
Range 3					
3-4	\$181,095	\$198,751	\$206,701	\$214,969	\$225,503
3-3	\$177,660	\$194,981	\$202,781	\$210,892	\$221,226
3-2	\$173,835	\$190,784	\$198,415	\$206,352	\$216,463
3-1	\$170,093	\$186,677	\$194,144	\$201,910	\$211,804
Range 2					
2-4	\$166,432	\$182,659	\$189,965	\$197,564	\$207,244
2-3	\$160,179	\$175,797	\$182,829	\$190,142	\$199,459
2-2	\$156,730	\$172,011	\$178,892	\$186,047	\$195,164
2-1	\$153,357	\$168,309	\$175,041	\$182,043	\$190,963
Range 1					
1-4	\$151,767	\$166,565	\$173,227	\$180,156	\$188,984
1-3	\$147,090	\$161,431	\$167,889	\$174,604	\$183,160
1-2	\$142,945	\$156,883	\$163,158	\$169,684	\$177,999
1-1	\$140,103	\$153,763	\$159,913	\$166,310	\$174,459

(c) Liaison principals will be paid within salary ranges 1 to 7 as follows:

Effective from the first pay period on or after					
	10/8/2026	1/10/2026	1/11/2027	1/11/2028	1/11/2029
Range 7					
7-4	\$266,101	\$292,046	\$303,728	\$315,877	\$331,355
7-3	\$260,883	\$286,320	\$297,772	\$309,683	\$324,858
7-2	\$255,768	\$280,705	\$291,934	\$303,611	\$318,488
7-1	\$250,753	\$275,201	\$286,209	\$297,658	\$312,243
Range 6					
6-4	\$245,836	\$269,805	\$280,598	\$291,821	\$306,121
6-3	\$241,016	\$264,515	\$275,096	\$286,099	\$300,118
6-2	\$236,290	\$259,329	\$269,702	\$280,490	\$294,234
6-1	\$231,657	\$254,244	\$264,414	\$291,821	\$288,465
Range 5					
5-4	\$227,114	\$249,258	\$259,228	\$269,597	\$282,807
5-3	\$222,661	\$244,371	\$254,146	\$264,311	\$277,263
5-2	\$218,295	\$239,579	\$249,162	\$259,129	\$271,826
5-1	\$214,015	\$234,882	\$244,277	\$254,048	\$266,497
Range 4					
4-4	\$207,443	\$227,669	\$236,775	\$246,246	\$258,313
4-3	\$202,978	\$222,768	\$231,679	\$240,946	\$252,753
4-2	\$198,609	\$217,973	\$226,692	\$235,760	\$247,312
4-1	\$194,332	\$213,280	\$221,811	\$230,683	\$241,987
Range 4a					
4a-4	\$197,565	\$216,828	\$225,501	\$234,521	\$246,013
4a-3	\$193,312	\$212,160	\$220,647	\$229,473	\$240,717
4a-2	\$189,151	\$207,594	\$215,897	\$224,533	\$235,535
4a-1	\$185,079	\$203,124	\$211,249	\$219,699	\$230,464
Range 3					
3-4	\$190,149	\$208,689	\$217,036	\$225,718	\$236,778
3-3	\$186,542	\$204,730	\$212,919	\$221,436	\$232,286
3-2	\$182,527	\$200,324	\$208,337	\$216,670	\$227,287
3-1	\$178,598	\$196,011	\$203,852	\$212,006	\$222,394
Range 3a					
3a-4	\$181,095	\$198,751	\$206,701	\$214,969	\$225,503

3a-3	\$177,660	\$194,981	\$202,781	\$210,892	\$221,226
3a-2	\$173,835	\$190,784	\$198,415	\$206,352	\$216,463
3a-1	\$170,093	\$186,677	\$194,144	\$201,910	\$211,804
Range 2					
2-4	\$174,754	\$191,792	\$199,464	\$207,443	\$217,607
2-3	\$168,188	\$184,586	\$191,969	\$199,648	\$209,431
2-2	\$164,566	\$180,611	\$187,836	\$195,349	\$204,921
2-1	\$161,025	\$176,725	\$183,794	\$191,146	\$200,512
Range 2a					
2-4a	\$166,432	\$182,659	\$189,965	\$197,564	\$207,244
2-3a	\$160,179	\$175,797	\$182,829	\$190,142	\$199,459
2-2a	\$156,730	\$172,011	\$178,892	\$186,047	\$195,164
2-1a	\$153,357	\$168,309	\$175,041	\$182,043	\$190,963
Range 1					
1-4	\$151,767	\$166,565	\$173,227	\$180,156	\$188,984
1-3	\$147,090	\$161,431	\$167,889	\$174,604	\$183,160
1-2	\$142,945	\$156,883	\$163,158	\$169,684	\$177,999
1-1	\$140,439	\$154,132	\$160,298	\$166,710	\$174,878

Teacher Class

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

Leading Teacher

Effective from the first pay period on or after					
	10/8/2026	1/10/2026	1/11/2027	1/11/2028	1/11/2029
Range 3					
3-2	\$133,430	\$146,439	\$152,297	\$158,389	\$166,150
3-1	\$127,690	\$140,140	\$145,745	\$151,575	\$159,002

Learning Specialist

Effective from the first pay period on or after					
	10/8/2026	1/10/2026	1/11/2027	1/11/2028	1/11/2029
Range 3					
3-2	\$133,430	\$146,439	\$152,297	\$158,389	\$166,150
3-1	\$127,690	\$140,140	\$145,745	\$151,575	\$159,002

Classroom Teacher

Effective from the first pay period on or after					
	10/8/2026	1/10/2026	1/11/2027	1/11/2028	1/11/2029
Range 2					
2-6	\$121,600	\$133,456	\$138,794	\$144,346	\$151,419
2-5	\$112,446	\$123,409	\$128,346	\$133,480	\$140,020
2-4	\$108,444	\$119,018	\$123,778	\$128,729	\$135,037
2-3	\$104,585	\$114,782	\$119,373	\$124,148	\$130,232
2-2	\$100,863	\$110,697	\$115,125	\$119,730	\$125,597
2-1	\$97,274	\$106,758	\$111,028	\$115,469	\$121,127
Range 1					
1-5	\$94,901	\$104,154	\$108,320	\$112,653	\$118,173
1-4	\$92,137	\$101,121	\$105,165	\$109,372	\$114,731
1-3	\$89,454	\$98,175	\$102,102	\$106,186	\$111,390
1-2	\$86,848	\$95,316	\$99,128	\$103,094	\$108,145
1-1	\$84,631	\$92,882	\$96,598	\$100,462	\$105,384

Paraprofessional Class

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

Level 2

Effective from the first pay period on or after					
	10/8/2026	1/10/2026	1/11/2027	1/11/2028	1/11/2029
Range 4					
Max	\$133,430	\$146,439	\$152,297	\$158,389	\$166,150
Min	\$121,600	\$133,456	\$138,794	\$144,346	\$151,419
Range 3					
P 3-3	\$112,446	\$123,409	\$128,346	\$133,480	\$140,020
P 3-2	\$108,444	\$119,018	\$123,778	\$128,729	\$135,037
P 3-1	\$104,585	\$114,782	\$119,373	\$124,148	\$130,232

Level 1

Effective from the first pay period on or after					
	10/8/2026	1/10/2026	1/11/2027	1/11/2028	1/11/2029
Range 2					
P 2-5	\$100,863	\$110,697	\$115,125	\$119,730	\$125,597
P 2-4	\$97,274	\$106,758	\$111,028	\$115,469	\$121,127
P 2-3	\$94,901	\$104,154	\$108,320	\$112,653	\$118,173
P 2-2	\$92,137	\$101,121	\$105,165	\$109,372	\$114,731
P 2-1	\$89,454	\$98,175	\$102,102	\$106,186	\$111,390
Range 1					
P 1-6	\$86,848	\$95,316	\$99,128	\$103,094	\$108,145
P 1-5	\$79,826	\$87,609	\$91,113	\$94,758	\$99,401
P 1-4	\$73,947	\$81,157	\$84,403	\$87,779	\$92,080
P 1-3	\$68,502	\$75,180	\$78,188	\$81,315	\$85,300
P 1-2	\$63,456	\$69,643	\$72,429	\$75,326	\$79,017
P 1-1	\$58,783	\$64,514	\$67,095	\$69,778	\$73,198

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:

Level 2

Effective from the first pay period on or after					
	10/8/2026	1/10/2026	1/11/2027	1/11/2028	1/11/2029
Range 6					
6-5	\$159,684	\$175,253	\$182,263	\$189,554	\$198,842
6-4	\$154,038	\$169,056	\$175,818	\$182,851	\$191,811
6-3	\$148,542	\$163,025	\$169,546	\$176,328	\$184,968
6-2	\$143,241	\$157,207	\$163,495	\$170,035	\$178,367
6-1	\$138,131	\$151,599	\$157,663	\$163,970	\$172,004

Level 1

Effective from the first pay period on or after					
	10/8/2026	1/10/2026	1/11/2027	1/11/2028	1/11/2029
Range 5					
5-6	\$138,079	\$151,541	\$157,603	\$163,907	\$171,939
5-5	\$133,653	\$146,684	\$152,551	\$158,653	\$166,427
5-4	\$129,228	\$141,828	\$147,501	\$153,401	\$160,917
5-3	\$125,037	\$137,228	\$142,717	\$148,426	\$155,699
5-2	\$120,984	\$132,780	\$138,091	\$143,615	\$150,652
5-1	\$117,062	\$128,475	\$133,614	\$138,959	\$145,768
Range 4					
4-6	\$113,266	\$124,309	\$129,282	\$134,453	\$141,041
4-5	\$109,596	\$120,282	\$125,093	\$130,097	\$136,471
4-4	\$106,044	\$116,383	\$121,038	\$125,880	\$132,048
4-3	\$102,608	\$112,612	\$117,116	\$121,801	\$127,769
4-2	\$99,281	\$108,961	\$113,319	\$117,852	\$123,626
4-1	\$96,063	\$105,429	\$109,646	\$114,032	\$119,620

Range 3					
3-6	\$92,015	\$100,987	\$105,026	\$109,227	\$114,579
3-5	\$87,967	\$96,544	\$100,406	\$104,422	\$109,539
3-4	\$83,746	\$91,911	\$95,588	\$99,411	\$104,283
3-3	\$81,032	\$88,933	\$92,490	\$96,190	\$100,903
3-2	\$78,418	\$86,064	\$89,506	\$93,087	\$97,648
3-1	\$75,671	\$83,049	\$88,204	\$91,732	\$96,227
Range 2					
2-8	\$74,634	\$81,911	\$87,743	\$91,252	\$95,724
2-7	\$72,398	\$79,456	\$82,635	\$85,940	\$90,151
2-6	\$69,445	\$76,216	\$79,264	\$82,435	\$86,474
2-5	\$67,217	\$73,770	\$76,721	\$79,790	\$83,700
2-4	\$64,989	\$71,325	\$74,178	\$77,145	\$80,926
2-3	\$62,761	\$68,880	\$71,635	\$74,501	\$78,151
2-2	\$60,533	\$66,435	\$69,092	\$71,856	\$75,377
2-1	\$58,277	\$63,959	\$66,518	\$69,179	\$72,568
Range 1					
1-2	\$55,466	\$60,873	\$63,308	\$65,841	\$69,067
1-1	\$53,171	\$58,355	\$60,689	\$63,117	\$66,209

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 employees 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 teachers within the priorities of the school
- leading and managing staff performance and development (review of employees)
- 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 support
- leading the development of curriculum in a major learning area and participating in curriculum development in other areas
- responsibility for general student management 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
- contributing to the development and management of school code(s) of conduct.

Learning Specialist

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

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

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

Position responsibilities

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

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

Classroom teacher

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

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

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

Classroom teacher Range 2

Range 2 classroom teachers play a significant role in assisting the school to improve student performance and educational outcomes determined by the school strategic plan and state-wide priorities and contributing to the development and implementation of school policies and priorities. A critical component of this work will focus on increasing the knowledge base of employees within their school about student learning and high quality instruction to assist their school to define quality teaching 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 employees 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 employees 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 a higher level and the planning, preparation and teaching of programs to achieve specific student outcomes. These teachers teach a range of students/classes and are accountable for the effective delivery of their programs. Range 1 classroom teachers are skilled teachers who operate under general direction within clear guidelines following established work practices and documented priorities and may have responsibility for the supervision and training of one or more pre-service teachers.

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

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

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

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

SCHEDULE 3

Roles and Responsibilities – Nurse

Definitions

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

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

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

Victorian School Nursing Program means the Primary and Secondary School Nursing Programs operated by the Employer.

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

Roles and Responsibilities

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

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

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

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

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

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

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

Nurse Manager – range 5

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

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

Registered Nurse – range 4

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

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

Registered Nurse – range 3

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

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

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

Enrolled Nurse – range 2

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

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

SCHEDULE 4

DIMENSIONS OF WORK - EDUCATION SUPPORT CLASS

Education support class Level 1 Range 1

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

Education support class Level 1 Range 2

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

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

An education support class position supports the educational services being provided to students but must not include duties of a teacher as defined in section 2.4.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students can be required individually or in groups up to 4 in controlled circumstances and where the responsibility for students remains clearly with a teacher.

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

A role at this range may include:

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

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

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

Dimensions of Work – level 1 range 2

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
- Undertakes routine tasks with clear priorities in line with the job description, well established procedures, and under supervision, such as: - Providing routine support for teachers - Assisting with planning of student routines - Duties mainly focused on routine tasks such as: - Communicating with teachers about routine matters - Assisting teachers with communication with parents about routine matters - Providing basic physical care and wellbeing support for students such as toileting, meals, and lifting - Communicating with student/s to support comprehension of basic tasks and information - Addressing immediate behavioural presentations relating to specific students within a classroom setting aligned to school policy and procedure - Provides basic support and supervision for individuals or small groups of up to 4 students in controlled circumstances and where the responsibility for students remains clearly with a teacher - Provides support to careers advisor - Supports teachers in the coordination of educational programs independently or under minimal supervision, such as: - Rostering and organising the work of a team of other student/teacher support education support class employees	- Performs routine administrative or operational tasks, including: general telephone, front office enquiries, mail deliveries, assisting with stock control, supporting organisation of meetings, receiving and initial processing of standard paperwork - Operate and instruct others in the routine use of equipment and computer systems - Supports financial and budgetary processes and utilises standard software - Conducts induction processes for school visitors or tradespeople on school operational health and safety policies and procedures - Undertakes systems processing work such as data entry, purchasing, payments and reports - Coordinates the preparation of standard routine internal and external communication Provides support services in trade areas such as school grounds and building maintenance	- Conducts routine scientific, technical, or specialist procedures and/or data collection, collation, and analysis - Applies basic technical knowledge to diagnose and correct faults and problems with technical equipment - Applies basic technical and/or scientific principles to enable the performance of a variety of interrelated technical tasks - Application of specialised knowledge is confined to a specific functional area (e.g. science laboratory, information or food technology support, library) - Provides specialised knowledge that is relied upon to deliver support services, under direction (e.g. information technology and technical support in science laboratories, food technologies and libraries) - Contributes to a small project team providing technical support to a school/s	- Supports the first aid facilities and assists in delivering first aid to students - Undertakes administrative procedures associated with: - delivery of various health, counselling, wellbeing and therapeutic services to a school(s) - health assessments - delivery of health and wellbeing education and promotion programs in collaboration with school community - provision of follow-up service for students - medical alerts and specific medical conditions

- Providing routine co-ordination, guidance, and support to other student support education support class employees - Liaising with external providers of support services about clearly defined support needs and resources - Supporting teachers in communicating objectives and outcomes relating to educational programs and/or students, including routine presentations - Assisting teachers with the communication of student outcomes and educational programs • Can provide medical intervention support to a student/s, provided that: - The student/s has a specific medical condition that requires assistance; - The support relates to a specific medical condition identified by the Employer under relevant policy - The support needed requires specialised training/ in the tasks to be performed; and - The position requires ongoing professional development and/or training to gain or maintain skills and knowledge relevant to the medical procedure. • Provides specialised communication support for students and teachers in areas such as AUSLAN and braille	• Provides student transportation services such as bus driving, and scheduling • Undertakes VASS and/or VET administration support	• Conducts training and/or instruction with respect to technical systems or scientific processes • Prepares experiments or use of equipment and conducts demonstrations, where required, under direct supervision • Undertakes relevant occupational health and safety requirements and, where necessary, risk assessments within the relative work area • Undertakes low/medium risk tasks as defined by the Departmental Risk Matrix or its successor	
---	---	--	--

Education support class Level 1 Range 3

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

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

An education support class position supports the educational services being provided to students but must not include duties of a teacher as defined in section 2.4.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students can be required where it is an integral part of the employee's position or in circumstances where supervision is required individually or in groups up to 4 in controlled circumstances and where the responsibility for students remains clearly with a teacher.

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

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

A role at this range may include:

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

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

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
• Provides instruction or coaching to students not including any duties of a teacher (e.g. instrumental music instruction, sport coaching, dance instruction) • Provides career advisory services to students • Undertakes VASS coordinator role in the school • Undertakes VET co-ordination role in the school	• Distinguished from education support class Level 1 Range 2 by the level of management responsibility for the work area that will have a greater impact on school administration and operations, and features supervision of other ES education support class. • Objectives and directions are clear, but there is a greater level of autonomy in determining the approach • Manages others to achieve the objectives of the work area • Manages and directs the preparation of financial and budgeting documents and contributes to financial decision making • Manages a range of functions, such as finance, human resources and other support areas that contributes significantly to the business management function within the school • Adapt the way work is organised and modify existing practices within precedent and established methods • With broad direction manages the delivery of administrative and/or operational services • Implements the delivery of a particular service or function (e.g. finance, human resources, facilities)	• Manages school science laboratory, library or information technology functions, including where they are the sole technician • Manages the flow of information to employees and students to ensure appropriate awareness of technical operations and safety • Advises school employees and students on aspects of information technology • Conducts training and instruction to school colleagues within the technical field • Undertakes small technical or specialist projects defined by others • Implements non-standard technical systems or equipment to a specification • Explains professional concepts and approaches to school stakeholders, colleagues, and employees • Applies sound theoretical knowledge and practical expertise • Provides professional services independently within defined school procedures • Influences operational leadership and strategic planning with respect to school service delivery	• Delivers care through various health, counselling, wellbeing and therapeutic services to a school(s) • Assesses student needs and delivers a range of services within generally defined parameters • Provides standard professional services independently within defined organisational parameters with professional support and guidance that is close at hand. • Provide standard clinical professional services to students within the parameters of school policy and guidelines and the standards set by the relevant registration body • Provide professional reports requiring in-depth factual analysis, including assessments and recommendations for consideration by others • Retains accountability for individual practice • Contributes to policy development within the school • Contributes to and/or conducts training and instruction to school colleagues within the professional field and individual scope of the practice

	• Prepares and analyses reports from School databases to support decision making	• Provides reports for school staff or stakeholders, requiring in-depth factual analysis, including assessments and recommendations for consideration by others • May undertake low, medium and high-risk tasks as identified in Departmental Risk Matrix or its successor	• Explain professional concepts and approaches to students, stakeholders, colleagues and employees • Facilitate individual or group programs for students • Apply sound theoretical knowledge and practical expertise
--	--	---	---

Education support class Level 1 Range 4

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

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

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

An education support class position supports the educational services being provided to students but must not include duties of a teacher as defined in section 2.4 of the *Education and Training Reform Act 2006* (Vic) or its successor. Supervision of students can be required where it is an integral part of the employee's position or in circumstances where supervision is required individually or in groups up to 4 in controlled circumstances and where the responsibility for students remains clearly with a teacher

A role at this range may include:

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

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

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
N/A	• Provides expertise and/or professional leadership dealing with more complex issues requiring specialised support • Interprets and analyses data to inform and provide authoritative advice to the leadership team • Delivery of services on behalf of the leadership team • Reference to a manager will generally only occur where there is a need to clarify policy, priorities or broad objectives prior to making appropriate decisions • Negotiate and manage straightforward contracts and service agreements • Coordinate delivery of a range of support services across a school/s involving a range of work areas • Manage the school/s budget involving liaison with school staff and the leadership team to ensure budget targets are met	• Manages the development and effective operation of the computer systems within a school/s where there is a high degree of complexity (e.g. school size, multi-campus, integration of several functional areas) and importance to the educational objectives • Involves a level of responsibility and accountability that would impact on school functions and/or projects that would significantly affect school operations and/or support for educational outcomes. For example, in school laboratories, libraries, and information technology the position would provide expertise and leadership in policy development that guides the work of others, including other school employees • Formulates and supervises professional development programs for colleagues or other employees involved in the scientific or technical field • Undertakes research and analysis within an area of expertise consistent with school objectives • Manages the delivery of a professional support service(s) in a school(s), including the development of policy and operational practices that will guide the	• Delivery of a professional support service/s in a school/s, including the development of policy and operational practices that will guide the work of others, including other school employees • Undertakes advanced interventions in dealing with particularly complex cases that may require cross-profession or agency collaboration • Provides expert advice in the professional field, which will influence the strategic approach to student support and learning • Actively promotes primary health care, mental health, or wellbeing within the education curriculum. Provides information and facilitates links between the school community and relevant services • Delivers health and wellbeing education and promotion programs in collaboration with school community. Provides health and wellbeing advice to the school community • Implements evidence-based health promotion and preventive care within the school community • Provide leadership, training, and development for others in the adaption and application of professional fields • Undertakes nursing and/or health and wellbeing assessments and plans ongoing care to effectively address healthcare needs of individual students and groups within the school community. Acts on referrals by parents, guardians and employees • Delivers primary health care, counselling, wellbeing, and therapeutic services to students (or staff) in allocated schools through health education, assessment, support, referral and health and wellbeing promotion activities

		work of others, including school employees • Applies sound theoretical knowledge and practical expertise in development of standards relating to the school program or operation	• Provides support for students (or staff) on sensitive health and wellbeing issues • Works actively to reduce negative health and wellbeing outcomes and risk-taking behaviours • Apply sound theoretical knowledge and practical expertise in developing service delivery options
--	--	---	---

Education support class Level 1 Range 5

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

An education support class position supports the educational services being provided to students but must not include duties of a teacher as defined in section 2.4.1 of the *Education and Training Reform Act 2006* (Vic) or its successor. Supervision of students can be required where it is an integral part of the employee's position or in circumstances where supervision is required individually or in groups up to 4 in controlled circumstances where the responsibility for students remains clearly with a teacher.

A role at this range may include:

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

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

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
N/A	• As a member of the leadership team contribute, develop and implement key policy initiatives in a school or group of schools and initiates new developments in policy and practice • Manage delivery of budgetary, administrative and operational targets, involving liaison with school employees and leadership • Contributes to the overall management of the school through internal decision making	• As a member of the leadership team develop and implement key policy initiatives in a school or group of schools • Manages a scientific, technical or specialist team and/or projects • Specialist in an area of their profession and relied on for advice in this field	• As a member of the leadership team lead, develop and/or implement key policy initiatives/improvement strategies in health and well-being in a school or group of schools • Specialist in an area of their profession and relied on for expertise in their profession • Manages a defined service delivery function or project/s • Undertakes advanced interventions in dealing with particularly complex cases that may require cross-profession or agency collaboration • Makes decisions on complex intervention strategies that may have significant consequences for students and their families • Contributes to the development of knowledge and innovation in a specific field of the profession • Provides leadership, training, and development for others in the adaptation and application of professional concepts which relate to health and wellbeing

Education support class Level 2, Range 6

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

An education support class position supports the educational services being provided to students but must not include duties of a teacher as defined in section 2.4.1 of the *Education and Training Reform Act 2006* (Vic) or its successor. Supervision of students can be required where it is an integral part of the employee's position or in circumstances where supervision is required individually or in groups up to 4 in controlled circumstances where the responsibility for students remains clearly with a teacher and under the overall responsibility of a teacher.

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

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

Range 6 (General Descriptors)

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

Aboriginal and/or Torres Strait Islander Employees

Aboriginal and/or Torres Strait Islander employees recognition

- 5.1 The Employer recognises the unique status of Aboriginal and/or Torres Strait Islander people as First Peoples and acknowledges the importance of self-determination, cultural authority, and culturally safe workplaces.
- 5.2 The Employer recognises the cultural obligations, kinship responsibilities and community connections of Aboriginal and/or Torres Strait Islander employees, including obligations relating to Sorry Business, ceremony, cultural events and community responsibilities.
- 5.3 The Employer will take active steps to:
 - (a) support the attraction, recruitment, retention and career progression of Aboriginal and/or Torres Strait Islander employees;
 - (b) foster culturally safe workplaces that value Aboriginal and/or Torres Strait Islander cultures, identities, and knowledge;
 - (c) support Aboriginal and/or Torres Strait Islander employees to meet cultural, ceremonial, and community obligations; and
 - (d) make available appropriate cultural capability learning and development for employees and managers
- 5.4 The Employer has a positive obligation to ensure that Aboriginal and/or Torres Strait Islander employees do not experience racism. Where an Aboriginal and/or Torres Strait Islander employee reasonably believes a workplace is culturally unsafe the Employer will work with the employee to identify and address issues of concern in the workplace while providing appropriate support to the employee

Cultural responsibility and colonial load

- 5.5 Aboriginal and/or Torres Strait Islander employees are not required to carry the burden/workload/emotional labour/cognitive load of representing their community within the workplace.
- 5.6 The long-term planning for the school, will provide for the recognition of the work performed by an Aboriginal and/or Torres Strait Islander employee associated with a cultural responsibility or colonial load, including the provision of appropriate scheduled time and special payment when assigning duties outside the employee's substantive role.

Cultural and Ceremonial Leave

- 5.7 For the purposes of item 5.12 "**extended family**" has a meaning that recognises that extended families exist within Aboriginal and/or Torres Strait Islander society and obligations of Aboriginal and/or Torres Strait Islander employees may exist regardless of the existence of a bloodline relationship or not. Family also extends to cover relationships where there is a close association, which need not be a blood relationship.
- 5.8 The Employer will approve leave under this Schedule 5 having regard to:
 - (a) the cultural obligations and responsibilities of the employee;
 - (b) Aboriginal kinship and community structures; and
 - (c) the importance of enabling employees to participate in cultural and ceremonial practices.

NAIDOC Week activity leave

- 5.9 (a) An Aboriginal and/or Torres Strait Islander employee is entitled to one day of paid leave per calendar year to participate in National Aboriginal and Islander Day Observance Committee (**NAIDOC**) week activities and events.

- (b) NAIDOC week activity leave will not accrue from year to year and is not paid out on termination of employment.

Leave to attend Aboriginal community meetings

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

Leave to attend Annual General Meetings of Aboriginal community organisations

- 5.11 The Employer may grant an Aboriginal and/or Torres Strait Islander employee accrued long service leave or other leave to which the employee is entitled, to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

Ceremonial leave

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

(a) connected with the death of a member of the employee's immediate family or extended family (provided that no employee shall have an existing entitlement reduced as a result of this clause); or

(b) for other ceremonial obligations.

Where leave is taken for the purposes outlined in this item 5.12, up to seven days in each year of employment will be with pay. Paid leave is not cumulative and is not paid out on termination of employment. Leave granted under this clause is in addition to bereavement leave and compassionate leave.

- 5.13 Where paid leave granted under this item 5.12 is not sufficient the employee may access any accrued long service leave, outstanding time in lieu, or unpaid leave in accordance with the requirements of those entitlements.

Release for Milwarrin Wiinh Committee

- 5.14 Australian Education Union members who are Aboriginal and/or Torres Strait Islander and who are members of the Milwarrin Wiinh Committee will be given up to 2 days per term time release to attend Milwarrin Wiinh Committee meetings or alternative.

Consultation and Self-Determination

- 5.15 Consultation, based on the principles of self-determination, with Aboriginal and/or Torres Strait Islander employees, including Koorie Engagement Support Officers, will occur regarding any Aboriginal and/or Torres Strait Islander related programs or training connected to the work required of employees. To give effect to this commitment the Employer will ensure all relevant clauses in this Agreement which require employee consultation will be conducted in a culturally safe and responsible way.
- 5.16 From the commencement of this Agreement, the Employer will establish an Aboriginal and/or Torres Strait Islander employee consultative committee. The committee will consist of Aboriginal and/or Torres Strait Islander employees who are members of the Australian Education Union, including Koorie Engagement Support Officers, Employer representatives, and representatives of the Australian Education Union. The committee will meet at least twice per term to discuss matters relevant to the work of Aboriginal and/or Torres Strait Islander employees, including Employer programs and policies and the work associated with them, and the provisions of this Agreement.
- 5.17 The Employer commits to providing clear processes and advice to employees on how to report racism. All reports of racism will be investigated with the outcome reported to the complainant. Best efforts will be made to either appoint Aboriginal and/or Torres Strait Islander investigators or investigators who have received training regarding cultural safety and racism.

Mentoring and study leave

- 5.18 The Employer will establish a mentoring program to facilitate the cultural safety and professional development of Aboriginal and/or Torres Strait Islander employees
- 5.19 Aboriginal and/or Torres Strait Islander employees who are education support class employees who are studying to become teachers, are entitled to request such measures that are necessary to ensure that they are able to meet the requirements to become a registered teacher. Such measures include application for release from duty, to undertake relevant coursework and placements. Any application will be considered in accordance with Department study leave policy.

SCHEDULE 6

Unsatisfactory Performance Procedures

- 6.1 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.
- 6.2 The unsatisfactory performance procedures will be conducted in accordance with this schedule 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.
- 6.3 Where the Employer considers that an employee's performance is unsatisfactory the Employer may commence unsatisfactory performance procedures as follows:

Advice to employee

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

Support period

- (3) Where the Employer has informed the employee under subclause (2)(b) that a support period will commence the Employer will set the duration of the support period. Depending on the circumstances, the support period would normally be between two and eight weeks.
- (4) 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 subclause (6)(b), the Employer will notify the employee of the decision in writing that:
- (a) no further action will be taken provided that the employee's performance continues to be at or above the required standard; or
 - (b) performance continues to be unsatisfactory and a second support period will be put in place on the basis that the Employer considers that a realistic opportunity exists for the employee's performance to improve to a satisfactory standard during the second support period; or
 - (c) performance continues to be unsatisfactory and action will be taken by the Employer in accordance with the *Education and Training Reform Act 2006* (Vic) (or its successor).
- (8) If action is taken under subclause (7)(c) the employee may appeal the decision under either the *Education and Training Reform Act 2006* (Vic) or the *Fair Work Act 2009* (Cth).

SCHEDULE 7

SUPPORTED WAGE SYSTEM

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

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

7.2. 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.

7.3. 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 \$109 per week or such greater amount as provided for in the Fair Work Commission's annual National Minimum Wage decision.
- (3) Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

7.4. Assessment of capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this schedule, 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.

7.5. Lodgment of assessment instrument

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

7.6. 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.

7.7. 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.

7.8. 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.

7.9. 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 \$109 per week or such greater amount as provided for in the Fair Work Commission's annual National Minimum Wage decision.

- (4) Work trials should include induction or training as appropriate to the job being trialled.
- (5) Where the Employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under item 7.4 hereof.