

PROPOSED VICTORIAN GOVERNMENT SCHOOLS AGREEMENT 2026

AGREEMENT EXPLANATION

The Department of Education (**the department**) is proposing to enter into a new enterprise agreement for employees in the Victorian Teaching Service (**Proposed Agreement**), to replace the *Victorian Government Schools Agreement 2022* (**Current Agreement**). The Proposed Agreement has been developed with support from the Australian Education Union, the Australian Principals Federation, the Australian Nursing and Midwifery Federation, the Community and Public Sector Union and independent bargaining representatives.

The Proposed Agreement will cover employees in the executive class, principal class, teacher class, paraprofessional class and education support class. It settles all claims arising from the unions' and other bargaining representatives' logs of claims and has a nominal expiry date of 10 August 2030.

This document summarises key differences between the Proposed Agreement and the Current Agreement and also changes in the *Victorian Government Schools Award 2016* (**Award**) since the Current Agreement was approved. It is intended as an overview and should be read in conjunction with the Proposed Agreement and the Current Agreement.

The Proposed Agreement delivers improvements to salaries and allowances, workload arrangements, and professional practice. The most significant changes include:

- Salary increases of between 28% and 32% over the life of the Proposed Agreement, a \$2,000 lump sum payment (pro rata for part time employees) on commencement of the Proposed Agreement, introduction of top-of-range allowances and increases to a range of existing allowances as outlined in more detail below.
See: Salary Increases, Career Structures and Allowances.
- Changes to career structures, including a new principal classification of level 2 range 7 as outlined in more detail below.
See: Career Structures.
- Provision of four Professional Practice Days each year from 2027 for teachers and education support class employees, changes to meeting arrangements, inclusion of existing face-to-face teaching limits in the terms of the Proposed Agreement, and a range of measures intended to provide greater clarity around workload as outlined in more detail below.
See: Teacher Work, Professional Practice Days and Consultation.
- Expanded parental leave provisions, new reproductive health and wellbeing and gender equality provisions, gender affirmation leave, family and domestic violence leave, additional personal leave arrangements, and a new discretionary leave entitlement as outlined in more detail below.
See: Leave Arrangements, Reproductive Health and Wellbeing and Gender Equality.

KEY FEATURES OF THE PROPOSED AGREEMENT

SALARY INCREASES

The Proposed Agreement provides for the following salary increases payable with effect from the first pay period commencing on or after the dates provided in the Proposed Agreement:

	10-Aug-26	01-Oct-26	01-Nov-27	01-Nov-28	01-Nov-29
Executive class, principal class, teacher class, paraprofessional class and education support class salary	From 3.00% to 6.33%	9.75%	From 4.00% to 7.12%	4.00%	4.90%

While the salaries under the Award have also increased since the Current Agreement was approved (as part of the annual increases to salaries and monetary allowances under the Award), the salaries proposed under the Proposed Agreement will be higher than those that would otherwise apply to employees under the Award.

Lump sum payment on commencement of the Proposed Agreement

The Proposed Agreement provides for a \$2,000 lump sum payment on commencement of the Proposed Agreement for full-time employees on pay (pro rata for part-time employees, based on their time fraction as at the commencement of the Proposed Agreement). An employee who is absent on leave without pay at the date of commencement of the Proposed Agreement will be paid the relevant lump sum on resumption from unpaid leave, provided the resumption occurs on or before 10 August 2030.

CAREER STRUCTURES

The Proposed Agreement provides for the following classification changes:

Principal class

- From 1 April 2027, the introduction of a principal classification level 2 range 7 for schools with a principal classification budget of \$27,895,792 (indexed yearly) from 2027. Existing principal ranges 2 to 6 will be within Principal Level 1 under the Proposed Agreement. The definition of 'school budget' in clause 15(1)(b) of the Proposed Agreement will also include the budget of any co-located service of which the principal has oversight.
- Introduction of additional liaison principal ranges (range 2a, 3a, 4a and 7) to ensure alignment of the liaison principal classification with Principal ranges 2 to 6 and Assistant Principal ranges 1 to 4.
- From 1 April 2027, a principal whose substantive salary range is in salary ranges 2 to 5 of Principal Level 1 will be eligible, subject to successful Performance and Development outcomes, to move 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; or
 - 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.
- Introduction of a 2% top of range allowance each year, subject to successful Performance and Development outcomes, for principals with a substantive classification at Principal Level 1 salary range 6

who have been at salary subdivision 6-4 for at least 12 months. The allowance will be 2% of salary subdivision 6-4 as specified in Schedule 1 of the Proposed Agreement as at 1 May of the relevant year and paid in May each year (with the first payment to be made in May 2027).

- Introduction of a 1% top of range allowance each year, subject to successful Performance and Development outcomes, for assistant principals with a substantive classification at salary subdivision 1-4, 2-4, 3-4 or 4-4 who have at least 12 months' service at the specified salary subdivision. The allowance will be 1% of the annual salary to which the employee is normally entitled under Schedule 1 of the Proposed Agreement as at 1 May of the relevant year and paid in May each year (with the first payment to be made in May 2027).

Teacher class

- Introduction of a 1% top of range allowance each year, subject to successful Performance and Development outcomes, for leading teachers and learning specialists with a substantive classification at salary subdivision 3-2, and classroom teachers with a substantive classification at salary subdivision 2-6 who have at least 12 months' service at the specified salary subdivision. The allowance will be 1% of the annual salary to which the employee is normally entitled under Schedule 1 of the Proposed Agreement as at 1 May of the relevant year and paid in May each year (with the first payment to be made in May 2027).
- The Proposed Agreement increases the lump sum amount payable to a teacher who commenced employment at salary subdivision 1-1 prior to 1 May in any salary progression cycle on their progression to salary subdivision 1-2 in the following year as set out in the table in clause 13(3)(g) of the Proposed Agreement.
- In addition to the existing recognition of approved teaching experience set out in the Current Agreement, the Proposed Agreement recognises that 'approved teaching experience' includes 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 the Proposed Agreement.

Paraprofessional class

- Introduction of a 1% top of range allowance each year, subject to successful Performance and Development outcomes, for paraprofessional employees with a substantive classification at salary subdivision 1-6, 2-5, 3-3 or 4-2 who have at least 12 months' service at the specified salary subdivision. The allowance will be 1% of the annual salary to which the employee is normally entitled under Schedule 1 of the Proposed Agreement as at 1 May of the relevant year and paid in May each year (with the first payment to be made in May 2027).
- The Proposed Agreement provides that, in the context of a review of a paraprofessional class employee's salary range, the employee will be given the opportunity to provide information about their duties.

Education support class

- Introduction of a 1% top of range allowance each year, subject to successful Performance and Development outcomes, for education support class employees with a substantive classification at level 2 at salary subdivision 6-5, or level 1 salary subdivisions 2-8, 3-6, 4-6 or 5-6, who have at least 12 months' service at the specified salary subdivision. The allowance will be 1% of the annual salary to which the employee is normally entitled under Schedule 1 of the Proposed Agreement as at 1 May of the relevant year and paid in May each year (with the first payment to be made in May 2027).
- During the life of the Proposed 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.

- The Proposed Agreement further provides that:
 - In the context of a review of an education support class employee's salary range:
 - the employee will be given the opportunity to provide information about their duties; and
 - any salary review will be conducted in the context of the employee's position description (in addition to any changes to the work value of the position and the performance of the employee as under the Current Agreement).
 - An education support class employee will not commence working with a student with a medical condition requiring medical intervention or challenging and complex behaviours until training on the medical intervention required or the management of challenging and complex behaviours related to that student has occurred.
 - Education support class roles are classified in accordance with the Dimensions of Work for education support class employees in Schedule 3 or Schedule 4 of the Proposed Agreement and duties outlined in their documented position description.

CONSULTATION

School based consultation

The Proposed Agreement makes amendments to the consultative arrangements to be established at each school as follows:

- Amendments to the default arrangements for the composition of the school's consultative committee under clauses 12(4)(a)(iii), 12(4)(d)(i) and 12(4)(d)(iii) of the Proposed Agreement, providing for:
 - an additional nominee of the principal (i.e. up to three principal nominees, rather than two);
 - an additional union nominee (i.e. two union nominees, rather than one), with associated time release available to both union nominees; and
 - one of the elected employees or union nominees to be an education support class employee.
- Clarification that a record of the agreed consultative arrangements is to be maintained at the school.
- Additional inclusions in the definition of 'long-term planning' in clause 12(5) of the Proposed Agreement:
 - in relation to the organisation of education support class work (for science and other technicians and classroom-based student support and allied health roles), any time required for planning and preparation;
 - the arrangements for curriculum delivery for students when a teacher is absent on leave;
 - 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; and
 - consideration of the impact of individual student complexity on class size.
- Provision that where a mutually acceptable holding position cannot be agreed under clause 12(11) of the Proposed Agreement, 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.

Non-school work locations

The Proposed Agreement provides clarification on what will be provided to regional based teaching service employees for the purposes of the consultation provisions. This will be a document that aligns with clause 12(5)(a) of the Proposed Agreement (where relevant to the allocation of work in a regional work location) and will include information on the management of caseloads, travel requirements and management of vacancies.

Principal Consultation

Under the Proposed Agreement, the arrangements for principal consultation have been updated to:

- include consultation where the Employer proposes to implement a government decision that may impact the workload required of principals;
- provide that consultation in relation to proposals to introduce a change or implement a government decision that may impact the workload required of principals will be with each union representing principals (rather than also with principals directly as under the Current Agreement);
- provide that any unions representing principals may raise issues with the Employer that relate to any change or implementation of matters not covered by the above dot point that may impact the workload required of principals; and
- provide for a regular meeting (not less than once per term) between the department and each union representing principals to discuss matters relating to principal workload.

STAFFING

The Proposed Agreement removes the provisions in the Current Agreement relating to specific severance pay, notice, and redeployment entitlements for education support class employees whose employment is linked to student support funding (Disability Inclusion funding and/or Program for Student Disability funding). Under the Proposed Agreement, these employees will be considered in the same manner as all other ongoing employees in respect of any redundancy procedures that may apply at the relevant time under Victorian Government policy.

CLASS SIZES

The school consultation provisions in relation to class sizes (as per the Proposed Agreement above) will continue to apply when determining class sizes in a school. The Proposed Agreement continues to provide that class sizes should be planned on the minimum possible, within the fixed resources provided to schools, the physical facilities schedule and, additionally, the size of classroom spaces.

TEACHER WORK

The Proposed Agreement:

- provides that a teacher who is on leave cannot be required to undertake duties, including the provision of curriculum or lesson planning; and
- recognises that communication with parents and community stakeholders is a factor that contributes to the process of teaching and learning.

Maximum face-to-face teaching hours

The current maximum face-to-face teaching hours that can be required of a teacher will be maintained and specified within the Proposed Agreement. These maximum face-to-face teaching hours are:

- for a primary school teacher or a special school teacher - not more than 21 hours per week
- for a secondary school teacher - not more than 18.5 hours per week unless the teacher supervises

sporting activities of students on a structured basis for a period of two hours per week, in which case the maximum face-to-face teaching hours will be 17 hours 10 minutes per week

- for a teacher in a P-12 school setting - the pro-rata of the above maximum face-to-face teaching hours, having regard to the proportion of teaching performed in years P-6 and 7-12 respectively.

Meetings

The Proposed Agreement varies the arrangements for meetings that occur in addition to the attendance requirements of a minimum of seven hours daily, commencing no less than ten minutes before the morning student instructional session as set out in clause 24(3)(a). From the commencement of the 2027 school year, teachers may be required to undertake other duties for up to three hours per week (the equivalent of 120 hours per year) allocated as follows:

- 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;
- 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; and
- the remainder of the 120 hours (after the application of the above two dot points) are available for other duties as set out in clause 22(9) of the Proposed Agreement.

30 plus 8 model

The Proposed Agreement maintains the current 30 plus 8 model for the allocation of teacher work where a teacher is allocated face-to-face teaching hours at the applicable maximum. It also maintains the current arrangements for proportional adjustments to the 30 hours and eight hours.

The Proposed Agreement further provides that:

- other duties allocated to a teacher consistent with their classification level and salary range can only be performed in the eight hours of the 30 plus 8 model;
- 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; and
- where an organisational duty remains unfilled following the specified process and is allocated to a teacher by the principal, the teacher is to be provided the associated special payment and/or time release (if any) for the advertised position.

TIME IN LIEU

The Proposed Agreement makes the following changes to the current time in lieu arrangements for employees:

- Introduction of an overnight school camp allowance in clause 20(15) of the Proposed Agreement (see further detail under the heading 'Allowances' below), which replaces time in lieu for overnight school camps (other than for employees employed in an outdoor or residential school) and the current arrangements for overnight payments for school camps. The overnight school camp allowance will also be payable to principal class employees under the Proposed Agreement.
- Teachers and education support class employees employed in an outdoor or residential school will not be entitled to the overnight school camp allowance. These employees will be entitled to receive time in lieu in accordance with the time in lieu provisions of the Proposed Agreement (see clause 24(8) for teachers and clause 24(9) for education support class employees).
- Time in lieu will be accrued at the same time as the relevant attendance (for teachers) or duty (for education support class employees) that occurs outside of normal hours of work/duty for the affected employee.

COMMENCEMENT OF THE SCHOOL YEAR – EDUCATION SUPPORT CLASS

The Proposed Agreement provides that all education support class employees will commence duty on the same day as teachers as determined by the Employer, other than in circumstances under clause 24(5)(a)(ii) of the Proposed Agreement (these circumstances are unchanged from the Current Agreement). The Proposed Agreement provides that education support class employees with insufficient leave credits prior to the common commencement date may access up to 5 days (38 hours for a full-time employee) of leave which will be acquitted over subsequent school vacation periods. Alternatively, education support class employees may use other forms of leave or accrued time in lieu to which they are entitled to cover this period.

PROFESSIONAL PRACTICE DAYS

Teacher Class

The Proposed Agreement provides teachers with one professional practice day in 2026 and four professional practice days per year from 2027 (pro rata for part-time employees) as provided in clause 22(13) of the Proposed Agreement. The professional practice days are to be taken on student free days, and the Employer has committed to ensure that additional student free days are available each year to accommodate this requirement.

The Proposed Agreement outlines that the work to be undertaken by teachers on the professional practice days is to be set by the teacher, consistent with the focus areas set out in clause 22(13)(c) of the Proposed Agreement, in consultation with the principal.

The Proposed Agreement also outlines that it may be necessary to reschedule a professional practice day for a part-time teacher (who is unable to observe a professional practice day) to ensure that they receive their pro rata professional practice day allocation.

Education Support Class

The Proposed Agreement provides that from 2027; education support class employees will have access to four professional practice days per year (pro rata for part-time employees). The professional practice days are to be taken on student free days, and the Employer has committed to ensure that additional student free days are available each year to accommodate this requirement.

From 2027, each education support class employee is entitled to be released from their scheduled duties for four professional practice days (pro-rata for a part time employee) as follows:

- 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;
- For education support class employees employed in 'Administration/Operations' roles and the timing of each professional practice day will be nominated by the employee and agreed in consultation with the principal.

The Proposed Agreement outlines that the work to be undertaken by education support class employees on the professional practice days will be consistent with departmental and school priorities and selected from the focus areas set out in clause 22(14)(d) of the Proposed Agreement, in consultation with the principal.

The Proposed Agreement also outlines that it may be necessary to reschedule a professional practice day for a part-time education support class employee (who is unable to observe a professional practice day) to ensure that they receive their pro rata professional practice day allocation.

LEAVE ARRANGEMENTS

The Proposed Agreement makes a number of changes to employee leave entitlements including as outlined

below:

Parental leave

- Provision for 'Primary Caregiver' paid parental leave of 16 weeks and 'Secondary Caregiver' paid parental leave of 152 hours (20 days for a full-time employee) as outlined in the Proposed Agreement. These arrangements replace the 16 weeks of paid 'maternity leave' (or 'other paid parental leave') and 152 hours (20 days for a full-time employee) of paid 'partner leave' under the Current Agreement.
- Inclusion of provisions addressing the interaction and respective eligibility for Primary Caregiver paid parental leave and Secondary Caregiver paid parental leave (see definition of 'Primary Caregiver' and clauses 26(18)(c) and 26(19)(c) of the Proposed Agreement). These provisions will replace clause 26(19)(c) of the Current Agreement; 'other paid parental leave'; which will not appear in the Proposed Agreement.
- Removal of current qualifying service periods for the purposes of accessing parental leave under the Proposed Agreement.
- An employee on extended unpaid parental leave under clause 26(17)(a)(iv) of the Proposed Agreement will be required to conclude that parental leave to access further parental leave in respect of a different child.
- Introduction of the flexible use of unpaid parental leave in the first two years of parental leave (within a defined framework).
- Introduction of six weeks of surrogacy leave for employees who are a surrogate as provided in clause 26(18)(j) of the Proposed Agreement.
- Provision for five days' unpaid leave to attend interviews or examinations required to obtain approval for adoption of a child as provided in clause 26(17)(r) of the Proposed Agreement.
- Provision for additional and increased leave entitlements in circumstances of pregnancy loss as provided in clause 26(17)(s) of the Proposed Agreement.
- Removal of current provision that long service leave taken during the seven-year period of parental leave extends that seven-year period of parental leave.
- Provision that a public holiday falling within a period of paid parental leave will not be regarded as part of the paid parental leave and the employee will receive a paid day off in lieu to be taken immediately after the period of paid parental leave.
- Drafting changes applied across clauses 27(17)-(19) of the Proposed Agreement for consistency with the National Employment Standards.

Long service leave

- Public holidays which occur during a period of long service leave will not form part of the long service leave.

Personal leave

- Provision for personal leave to be taken for the purpose of caring for the employee's assistance animal (as defined in the Proposed Agreement) where their assistance animal is sick, injured or affected by an unexpected emergency and requires the employee's care.
- From the commencement of the 2027 school year, employees employed in special schools and hospital schools who have exhausted their personal leave credits will be provided additional personal leave with pay for illness or injury. This leave provision is up to a maximum of 38 hours (five days for a full-time employee) in any year as specified in clause 26(6)(b) of the Proposed Agreement.

- Additional provisions for the Employer to discuss concerns with the employee where the Employer reasonably believes that the employee's state of health may make them unfit to perform their duties, and providing the employee with an opportunity to respond to these concerns (including providing any relevant medical information). The employee may have a support person present for any such discussion. 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.
- Where an Employer reasonably believes that the employee's state of health may make them a danger to themselves or others at the workplace, and requires the employee to absent themselves from duty, the employee will receive pay without deduction from their personal leave (unless the employee refuses to attend the examination, in which case the absence will be from the employee's personal leave credits) until a medical practitioner examines the employee and provides a report to the Employer.

Compassionate leave

- Confirmation that an employee is entitled to 2 days of compassionate leave for each occasion as provided for in the National Employment Standards where that entitlement is not already covered by clause 26(15)(a) of the Proposed Agreement.

Family and domestic violence leave

- Updates, including:
 - modernised language to reference to 'family and domestic violence' (rather than 'family violence' as per the Current Agreement);
 - clarification of the evidence required for taking family and domestic violence leave;
 - entitlement for casual employees of up to 10 days' paid and 10 days' unpaid family and domestic violence leave per year; and
 - provision for changes to work arrangements and access to other supports for employees impacted by family and domestic violence.

Gender affirmation leave

- Introduction of gender affirmation leave entitlements as provided in clause 26(24) of the Proposed Agreement.

Discretionary leave

- Introduction of a discretionary leave provision that enables an employee to access up to 7.6 hours (one day for a full time employee) of their personal leave each year to assist the employee to manage their work-life balance, subject to operational requirements.

ALLOWANCES

The Proposed Agreement includes the following changes to allowances:

- With effect from the 2027 school year, introduction of an overnight school camp allowance to be paid to principal class, teacher class, paraprofessional class, and education support class employees who are required to attend an overnight school camp as set out in clause 20(15) of the Proposed Agreement. This allowance will replace time in lieu for overnight school camps (other than for employees employed in an outdoor or residential school) and the current arrangements for overnight payments for school camps. This allowance will be payable for each overnight attendance by the employee, and calculated as follows:

- 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, with the maximum rate for the allowance capped at 0.555% of classroom teacher salary subdivision 2-6 as set out in Schedule 1 of the Proposed Agreement.
- For education support class employees, the allowance is equal to 0.832% of the employee's full-time equivalent annual salary.
- Teachers and education support class employees employed in an outdoor or residential school will not be entitled to the overnight school camp allowance. These employees may be entitled to receive time in lieu in accordance with the time in lieu provisions of the Proposed Agreement (see clause 24(8) for teachers and clause 24(9) for education support class employees).
- The minimum annual amount of a special payment will be increased to \$1,186;
- The maximum amount of the salary loading allowance will be increased to \$1,790 in 2026, \$1,862 in 2027, \$1,936 in 2028 and \$2,031 in 2029 (calculated at 17.5% of four weeks of classroom teacher salary subdivision 2-6 as set out in Schedule 1);
- The first aid allowance will be payable to education support class employees who hold an appropriate first aid qualification, are rostered and/or required to administer first aid and agree to do so (in circumstances where first aid duties comprise less than 60% of their normal duties). The increased rates of the annual first aid allowance are set out in the table in clause 20(6) of the Proposed Agreement (with those rates calculated at 1.6% of the 52/52 equivalent salary of education support class salary subdivision 2-1);
- Revised eligibility for the intensive care allowance, with that allowance payable to education support class Level 1 Range 2 employees who are 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. For these employees, the annual intensive care allowance will be paid at the increased rates set out in the table in clause 20(7)(a) of the Proposed Agreement (with those rates calculated at 0.96% of the 52/52 equivalent salary of education support class salary subdivision 2-1);
- The special schools allowance will be increased to \$1,250 per annum, and will be extended to be payable to assistant principals, teacher class, education support class and paraprofessional class employees in special schools, hospital schools and visiting teachers as set out in clause 20(8) of the Proposed Agreement;
- The annual remote allowance will be increased as follows:
 - Remote A – \$610 for employees with dependants and \$390 for employees without dependants; and
 - Remote B – \$360 for employees with dependants and \$235 for employees without dependants.
- The higher duties allowance will apply to eligible employees where the relevant assignment is for a period longer than 5 working days (rather than 5 consecutive working days as under the Current Agreement) as set out in clause 20(11)(a) of the Proposed Agreement.

While the allowances under the Award have also increased since the Current Agreement was approved (as part of the annual increases to salaries and monetary allowances under the Award), the allowances proposed under the Proposed Agreement will be higher than those that would otherwise apply to employees under the Award.

REIMBURSEMENT OF EXPENSES

- The re-establishment allowance will be increased to \$694 for an employee without dependants and \$1,389 for an employee with dependants as provided in clause 27(11) of the Proposed Agreement.
- The Proposed Agreement clarifies that references to 'reimbursement of expenses at Australian Taxation Office rates' refers to the applicable rate at the time the expense was incurred.

ABORIGINAL AND/OR TORRES STRAIT ISLANDER EMPLOYEES

The Proposed Agreement includes additional entitlements for Aboriginal and/or Torres Strait Islander employees in a dedicated schedule (Schedule 5 of the Proposed Agreement). This Schedule recognises the unique status of Aboriginal and Torres Strait Islander People as First Peoples, and provides a positive obligation for the Employer to ensure that Aboriginal and/or Torres Strait Islander employees do not experience racism. These additional entitlements in the Proposed Agreement include:

- Provision in long-term planning 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.
- Increased entitlement of up to 7 days paid ceremonial leave per year as provided in item 5.12 of Schedule 5 of the Proposed Agreement;
- Establishment of an Aboriginal and/or Torres Strait Islander employee consultative committee and consultation obligations regarding any Aboriginal and/or Torres Strait Islander related programs or training connected to the work required of employees as provided in items 5.15-5.17 of Schedule 5 of the Proposed Agreement;
- Establishment of a mentoring program as provided in item 5.18 of Schedule 5 of the Proposed Agreement; and
- Entitlement for education support class employees who are Aboriginal and/or Torres Strait Islander and who are training to become teachers to request such measures as necessary to ensure that they can meet the requirements to become a registered teacher, including the ability to apply for leave to undertake relevant coursework and placements.

The current entitlements of Aboriginal and/or Torres Strait Islander employees who are members of the First Peoples' Assembly of Victoria to up to 10 days' paid leave per calendar year as provided under clause 26(24)(i) of the Current Agreement will not be included in the Proposed Agreement.

REPRODUCTIVE HEALTH AND WELLBEING

The Proposed Agreement introduces a clause which provides entitlements to employees in relation to reproductive health and wellbeing as provided in clause 41 of the Proposed Agreement.

GENDER EQUALITY

The Proposed Agreement introduces a clause which provides measures to identify, support, and implement strategies designed to eradicate the gender pay gap, gender inequality, and discrimination as provided in clause 39 of the Proposed Agreement. This includes the ability to refer disputes to the Gender Equality Commissioner.

RIGHT TO DISCONNECT

The Proposed Agreement introduces an employee's right to disconnect from work outside of their working hours as provided in clause 36 of the Proposed Agreement. The drafting of this clause is as per clause 13A of the Award, which was introduced into the Award after the approval of the Current Agreement.

WORKPLACE DELEGATES' RIGHTS AND UNION ENCOURAGEMENT

The Proposed Agreement introduces clauses which address:

- the rights of workplace delegates as provided in clause 37 of the Proposed Agreement. The drafting of this clause is as per clause 7A of the Award, which was introduced into the Award after the approval of the Current Agreement. The provisions of clause 37 of the Proposed Agreement will replace the industrial relations principle in clause 11(5) of the Current Agreement, which will not appear in the Proposed Agreement; and
- mechanisms for workplace union encouragement as provided in clause 38 of the Proposed Agreement.

OBJECTIVES AND COMMITMENTS

The Proposed Agreement retains the existing objectives and commitments from the Current Agreement with some minor changes. The Proposed Agreement also includes additional commitments at clauses 10(12) to (15):

- *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.*
- *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.*
- *Recognition of the expertise of teachers in using their professional judgement to support improved student outcomes.*
- *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.*

OTHER

The Proposed Agreement provides that suitable facilities for lactation breaks under clause 24(16) of the Proposed Agreement 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.