

Title

- 1 This agreement shall be known as the Victorian Government Schools – School Services Officers Agreement, 2004.

Arrangement

- 2 This agreement is arranged as follows:

Subject	Clause
Allowances	16
Anti-discrimination	24
Arrangement	2
Attendance	19
Classification Structure	12
Commitments	9
Date and Period of Operation	5
Definitions	6
Dispute Resolution Procedures	22
Electronic Communications	23
Excessive or unreasonable work	18
Implementation of Change	25
Incidence and Parties Bound	3
Industrial Relations Principles	10
Leave	20
No Further Claims	4
Objectives	8
Preamble	7
Reimbursement of Expenses	21
Right of Entry	26
Salaries	14
Salary Packaging	15
School Based Consultation	11
Staffing	17
Title	1
Translation	13
SCHEDULE 1	
Salaries and Allowances	
SCHEDULE 2	
Translation	
SCHEDULE 3	
Dimensions of Work	
SCHEDULE 4	
Supported Wage System	

Incidence and Parties Bound

- 3 The agreement shall apply to and be binding upon:
- the State of Victoria;
 - the Community and Public Sector Union, the Liquor, Hospitality and Miscellaneous Union and the Australian Education Union; and
 - all persons employed in government schools in the State of Victoria under sections 2.4.3(1)(c) or 2.3.8(a)(ii) and (iii) of the *Education and Training Reform Act 2006 (Vic)*.

No Further Claims

- 4 (1) This workplace agreement is made in settlement of all claims arising from the Community and Public Sector Union log of claims of October 2007, the Australian Education Union Victorian Branch log of claims of November 2007 and the Liquor, Hospitality and Miscellaneous Union log of claims of November 2007. The parties agree there shall be no further claims made or industrial action taken on matters within this agreement during the term of the agreement with no further salary increases, if any, before 31 March 2012.
- (2) Provided that in the event a successor agreement is not agreed by 1 April 2012 there will be a guaranteed salary increase, consistent with the Departmental Funding Model at that time, effective from the first pay period on or after 1 April 2012.

Date and Period of Operation

- 5 (1) The agreement came into effect in its original form on 14 April 2005, and will commence to operate in its varied and extended form on the day the variation and extension is approved by the Australian Industrial Relations Commission, and shall have a nominal expiry date of 1 December 2011 or three years after the date of approval by the Commission (whichever is the earlier).
- (2) The overall impact of the agreement will be monitored through the life of the agreement in terms of any unintended outcomes. This agreement may be amended in accordance with the requirements of the *Workplace Relations Act 1996 (Cth)*.

Definitions

- 6 In this agreement:

"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);

"employee" means a person covered by this agreement and employed under sections 2.4.3(1)(c) or 2.3.8(a)(ii) and (iii) of the *Education and Training Reform Act 2006 (Vic)*;

"employee with priority status" means an employee who is excess to workplace requirements, has been granted compassionate transfer status or is a disability retirement benefits pensioner found fit for employment;

"Employer" means:

- (1) Secretary to the Victorian Department of Education and Early Childhood Development or its successor or any person nominated to act on his or her behalf in respect to an employee employed under section 2.4.3(1)(c) of the *Education and Training Reform Act 2006 (Vic)*; or
- (2) School Council or any person nominated to act on its behalf in respect to an employee employed under 2.3.8(a)(ii) or (iii) of the *Education and Training Reform Act 2006 (Vic)*.

"government school" means any school conducted by or on behalf of the State of Victoria;

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

"**promotion**" means movement from one position to another position at a higher classification level;

"**schedules**" means the schedules to this agreement;

"**school council**" means a school council as constituted under part 2.3 of the *Education and Training Reform Act 2006 (Vic)*

"**school year employee**" means a person whose attendance is as specified in clause 19(4)

"**special payment**" means any payment in the nature of allowances or incentives;

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

"**staff**" means any person covered by this agreement who is employed within a Victorian Government School;

"**transfer**" means movement from one position to another position within the same classification level or movement from one position to another position at a lower classification level;

"**union or unions**" means the Community and Public Sector Union, the Liquor, Hospitality and Miscellaneous Union and the Australian Education Union Victorian Branch.

Preamble

- 7 (1) This agreement between the State of Victoria (Department of Education and Early Childhood Development), the employees covered by this agreement and the unions is made to enhance the employment interests of persons employed in Victorian Government Schools consistent with the Government's commitment to a high-quality, universally accessible public education system, increased education standards and school self-management.
- (2) The parties agree that the salary increases set out in schedule 1 shall be payable on the first pay period commencing on or after the dates indicated in schedule 1.

Objectives

- 8 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.
 - (2) A working environment that encourages and rewards skilled and dedicated school staff through the development and implementation of policies and employment arrangements, including the capacity to recognise the most effective staff, that best supports the delivery of high quality educational services.
 - (3) The implementation of strategies that address attraction and retention issues including the capacity to offer differential benefits to attract and retain staff in rural and regional Victoria and hard to staff schools.
 - (4) The flexibility required by self-managing schools, operating within a statewide framework and consistent with this agreement, to deliver improved education outcomes including:
 - the capacity to select the best available staff to meet the educational needs of students; and

- the local management of work within reasonable and transparent statewide parameters that recognises the changing nature of work organisation in schools.
- (5) The implementation of school improvement strategies that transform and improve what happens in schools and classrooms, particularly the intervention in and targeted support for those schools and staff that are demonstrably underperforming both in student outcomes and on other indicators in the context of the resources available to support the desired outcomes.
 - (6) Highly effective leadership and to deliver support to principals as key educational leaders.
 - (7) Where practicable, common terms and conditions of employment for all employees at the school

Commitments

- 9 Increasing the educational attainment of all Victorian children requires a commitment to employees to fulfil their responsibilities in the professional contexts in which they work. This will require all members of the workforce to maintain the currency of their knowledge base in order to continually adapt to the dynamic nature of the external environment and the diverse nature of the student cohorts who attend government schools. Therefore the parties bound to the agreement are committed to the following:
 - (1) Building on the achievements of the Victorian government school system subsequent to the release of the Blueprint for Government Schools in November 2003.
 - (2) System reform as articulated in the Blueprint for Education and Early Childhood Development, released in September 2008, that will lead to an improvement in the educational opportunities and outcomes for all young Victorians.
 - (3) An education system that deploys and maximises its resources to benefit all young Victorians.
 - (4) A policy and funding environment that recognises the differential needs of students and schools in order to achieve high quality outcomes for all students.
 - (5) Principals using their devolved authority to effectively manage and develop their workforce to ensure that the quality of their work continues to improve and impacts positively on the attainment of their students.
 - (6) System performance and development processes that recognise and affirm high performance, address underperformance and value continuous high quality professional learning.
 - (7) Persons employed, or re-employed, under section 2.4.3(1)(c) of the *Education and Training Reform Act 2006 (Vic)*, after the date of commencement of this agreement, being employed within the Education Support structure.

Industrial relations principles

- 10 The parties commit themselves to the following industrial relations principles:
 - (1) Cooperative and consultative relationships between management, employees and the union;
 - (2) Management, employee and union relationships based on mutual respect, trust and preparedness to consider alternative viewpoints;

- (3) Negotiations involving a mutual problem solving approach focusing on long term gains for all parties;
- (4) To work within a progressive industrial relations culture to create a system of highly effective schools with effective workplace practices;
- (5) Recognition of an appropriate role for workplace representatives.

School Based Consultation

- 11 (1) Staff morale and employee job satisfaction are enhanced where the views of all employees are taken into account before decisions are made. The aim of this agreement is to establish workplace consultative arrangements that ensure the Employer's responsibility to make school based decisions is carried out in a framework that enables staff to have input into the decisions that affect their working life.
- (2) The principal, as the Employer's representative, has ultimate administrative and operational responsibility for decisions at the school level, provided that these decisions are made in accordance with the consultation principles outlined below.
- (3) For the purpose of this clause the parties adopt the following comments made by Smith C. in *CPSU, the Community and Public Sector Union v Vodafone Network Pty Ltd (Print PR911257)*
- 'Consultation is not perfunctory advice on what is about to happen. This is common misconception. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker... Consultation is not joint decision-making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision making process to be informed, particularly as it may affect the employment prospects of individuals.'*
- (4) The consultative arrangements must allow for the direct input of staff and the union/s at the school.
- (5) (a) (i) The principal, as the Employer's representative, must put in place formal staff consultation structures, that ensure school staff and the union at the school have the choice and opportunity to be involved in the consultation process in the school. The consultative structures, including the operational procedures, must be agreed at the school level no later than 1 September and may be for one or more years to commence from term 4.
- (ii) The importance of workplace representatives being provided with the opportunity and time to canvass the views of staff to ensure informed consultation can occur on matters set out in subclauses (6) and (7) is recognised. To this end the consultative procedures must include arrangements that enable this to occur within the school.
- (b) Each school shall report to the Employer whether consultation arrangements have been agreed under subclause (a).
- (c) Where a school reports that consultative arrangements have not been agreed the matter shall be considered by a nominee of the Employer and a nominee of each union who shall discuss the matter and determine whether, in the particular circumstances, agreed arrangements can be implemented or the arrangements that are to apply in the absence of arrangements agreed at the school.

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

(i) A consultative committee shall be established for the purposes of subclauses (6) and (7) comprising:

- the principal
- two nominees of the principal
- one nominee of the union or unions determined by the union or unions at the school
- two staff members elected by and from the total staff.

Provided that in schools with ten or fewer staff all staff shall comprise the consultative committee.

(ii) The consultative committee established under subclause (i) will provide final advice/recommendations to the principal prior to the principal, as the Employer's representative, making a decision on matters covered by subclause (6).

(iii) The consultative committee shall determine its operational procedures by consensus or majority agreement. Where consensus or majority agreement is not achieved the consultative committee shall operate as follows:

- The consultative committee shall be chaired by the principal.
- The consultative committee shall meet at least four times per term at no more than fortnightly intervals.
- Consultative committee meetings will be scheduled within the normal attendance times, without disruption to the school program, and enable all members to attend.
- When confidential matters are discussed by the committee, all members of the committee are bound by that confidentiality.
- The term of office of committee members shall be twelve months.
- The outcome(s) of consultative committee meetings shall be recorded in writing.

(iv) Where a principal makes a decision which is not consistent with the advice/recommendation of the consultative committee (if a recommendation is made), the principal shall provide to the committee members the reasons for the decision in writing.

(6) The consultative arrangements are to be used about matters related to the long-term planning and operation of the school including:

- development of workforce plans
- organisation of work, including time in lieu
- recall
- the composition of selection and other panels.

- (7) As part of the consultative arrangements the principal, as the Employer's representative, will ensure that workforce planning information is available to staff to allow informed consultation to occur. Subject to complying with the requirements of the *Information Privacy Act 2000 (Vic)* such information should include:
- school strategic plan (or its equivalent);
 - high level school student resource package data. This requirement is satisfied where the following documents (or their successors) are provided: SRP Indicative Allocations, Management Report generated by the SRP Planner and SRP Confirmed Allocations;
 - anticipated enrolments and staff movements.

For the avoidance of doubt, this clause does not require the principal, as the Employer's representative, to provide employee information to the union or a representative of the union.

Grievances

- (8) Where the principal, as the Employer's representative, makes a decision related to matters set out in subclause (6) that the employee, or the union on behalf of the employee, does not support the Employer should be informed within five working days of the decision of the objections, including the reasons for those objections, and provide the Employer with the opportunity to resolve the matter at the local level.
- (9) Where the union considers that the matter cannot be resolved at the local level it should 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 principal's, as the Employer's representative, decision is not supported and, if applicable, the reasons why the decision is inconsistent with this agreement; and
 - (d) the outcome sought by the union.
- (10) Where a grievance relating to a decision affecting the long-term planning and operation 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, where practicable. Any such holding position shall be evidence of good faith only and shall be without prejudice to the resolution of the dispute.
- (11) The parties agree that one nominee of the Employer and one nominee of the relevant union shall investigate the grievance and determine a resolution that shall be binding on all parties at the school. The matter shall be determined within ten working days of receiving a grievance from the union.
- (12) Where the matter cannot be resolved, the matter may be referred by either party to the Australian Industrial Relations Commission in accordance with the Dispute Resolution Procedures (clause 22) of this agreement.

Classification structure

- 12 The classification structure will incorporate the following key features:
- (1) Two classification levels with five salary ranges.
 - (2) The classification and salary range applying to a position within the Education Support structure will be in accordance with the Dimensions of Work set out in Schedule 3.
 - (3) Movement from any classification level to any higher classification level will be by promotion. Provided that an employee who was classified at school services officer level 2, salary range 3 immediately prior to the commencement of this agreement may move to a salary range within classification level 2 of the new structure as a result of a salary range review under clause 14(5).
 - (4) The capacity for an employee to be accelerated through a salary range.
 - (5)
 - (a) An employee within classification level 1 of the new structure who considers his or her position should be classified within one of the three salary ranges in classification level 2 may request a review of the classification and salary range of his or her position. Any such request must be in writing.
 - (b) On receipt of a request under subclause (a) the Employer must review the classification level and salary range of the employee's position in the context of level 2 of the Dimensions of Work set out in schedule 3. On completion of the review the Employer may:
 - (i) determine that the work of the position is appropriate for the classification level and salary range of the position; or
 - (ii) determine that the work of the position is at a salary range within classification level 2.
 - (c) Where the Employer determines that the work of the position is at a salary range within classification level 2 the Employer may either:
 - (i) reclassify the position to the higher salary range within classification level 2 and advertise the position; or
 - (ii) modify the duties of the position to be consistent with the classification level and salary range of the position.
 - (d) The Employer will advise the employee in writing of the outcome of the review under subclause (b) and, if relevant, the decision under subclause (c).
 - (e) An employee who is dissatisfied with the outcome of the review under subclause (b) and/or the decision under subclause (c) may, if the matter is not resolved at the school, have the matter dealt with in accordance the Dispute Resolution Procedures (clause 22).
 - (6) The capacity to use special payments to include an attraction or retention incentive in hard to staff schools, recognition of outstanding performance and other purposes determined by the Employer.

Translation

- 13 (1) Employees will translate to the revised classification structure as set out in Schedule 2.

- (2) (a) On the day this agreement is extended and varied an employee, other than a casual employee or an employee within the categories detailed in subclause (b), shall be paid a lump sum amount of \$500.
- (b) Notwithstanding subclause (a), on the day this agreement is extended and varied the following employees shall be paid a lump sum amount as detailed below:

Former Classification Structure Immediately Prior to Translation			Lump Sum Payment
Classification	Salary Range	Salary Sub-division	
School Services Officer, Level 3	8	Not applicable	\$100
School Services Officer, Level 3	6	1	\$100
School Services Officer, Level 2	5	3	\$1,000
School Services Officer, Level 2	3	4	\$1,000
School Services Officer, Level 1	2	1	\$100
School Services Officer, Level 1	1	1	\$100

- (c) The lump sum specified in subclauses (a) and (b) is the amount payable to a full time employee. Part time employees shall receive a pro rata payment based on their time fraction as at the commencement date of this agreement, provided that the pro rata payment shall not be less than \$100.
- (d) Notwithstanding subclauses (a) and (b) an employee absent on leave without pay at the date of commencement of this agreement will be paid the relevant lump sum on resumption.

Salaries

- 14 (1) (a) (i) Subject to clause 20(2) an employee, other than a school year employee, will be paid the salary of the applicable classification and salary range as specified in clause 1.1 of schedule 1.
- (ii) A school year employee will be paid 48/52 of the salary of the applicable classification and salary range as specified in clause 1.1 of schedule 1.
- (b) An employee who is not employed within the Education Support structure, shall be paid not less than the amount specified in clause 1.2 of schedule 1.
- (c) A person employed, promoted or transferred to a position shall be paid from the effective date of the employment, promotion or transfer. Provided that, if an employee changes his or her time fraction, other than by employment, promotion or transfer, the change in proportionate salary shall commence from the date of effect of the changed time fraction.
- (d) A person employed on a casual basis shall be paid an hourly rate derived from the full-time salary applying to the minimum salary sub division of his or her classification and salary range, as specified in clause 1.1 of schedule 1, plus a 25% loading. The 25% loading is in lieu of any paid leave entitlements, other than long service leave, under this agreement and public holidays.
- (e) Employees must be provided, either in writing or electronically, with details of each pay regarding the make up of their remuneration and any deductions.

- (2) (a) Subject to sub clause (2)(c), within the salary ranges stated in schedule 1, salary progression shall be from the appropriate minimum, through the subdivisional range, to the maximum subdivision of that range.
- (b) Salary progression is not automatic and will be based on achievement against criteria determined by the Employer appropriate to each classification level and salary range. Appropriate data will be used.
- (c) The salary progression cycle will be common to all employees commencing on 1 May each year and concluding on 30 April in the following year. A performance review will be undertaken at the end of each salary progression cycle.
- (d) Notwithstanding sub clause (e), an employee with less than four months eligible service in any particular progression cycle will not be eligible for salary progression.
- (e) Where the requirements for salary progression are not met salary progression will not occur for that progression cycle provided that the 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;
 - consequences of continued or repeated failure to meet these standards; and
- (ii) given the opportunity to enable improvement in performance to the required standard.
- (f) If the notice under subclause (e)(i) is issued on or after 1 February (in respect of an employee with six or more months eligible service in that cycle) or 1 April (in respect of an employee with less than six months eligible service in that cycle) salary progression in that cycle must be granted.
- (g) An employee may be considered for accelerated salary progression within their school in accordance with procedures determined by the Employer.

Salary on Commencement of Employment

- (3) For the purposes of this clause "prior employment" means periods of employment as an employee in Victorian Government schools, other than casual employment, without any break in employment exceeding twelve months. The commencing salary of an employee shall be determined as follows, whichever results in the higher commencing salary:
- (a) unless otherwise determined by the Employer, an 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 his or her most recent period of prior employment. Provided that:
- (i) if the prior employment was at a higher classification or salary range, the commencement salary shall be determined at the minimum salary sub division of the relevant salary range as stated in schedule 1 plus an additional salary sub division for each year of satisfactory prior employment at or above the relevant classification or salary range;

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

Salary on transfer or promotion

- (4) (a) (i) An employee who is promoted to a position with a higher remuneration range commences at the minimum remuneration level for that higher range.
- (ii) Notwithstanding sub-clause (i) where the employee had been in receipt of remuneration (including any higher duties allowance) at or above the minimum remuneration of the higher position the remuneration on promotion will be determined as if all of the employee's service at or above the minimum remuneration of the higher position had been at that higher remuneration range.
- (b) On transfer an employee shall be paid at his or her current salary sub division or the minimum commencing salary of the salary range of the position, whichever is the higher. Provided that:
 - (i) the salary of an employee whose salary has been accelerated in accordance with subclause (2)(g) shall be the salary sub division that would have applied had acceleration not been approved; and
 - (ii) the salary of an employee transferred to a position at a lower salary range or classification level shall be the salary subdivision determined as if all of the employee's service at or above that lower salary range or classification level had been at that lower salary range or classification level.
- (c) The salary determined in accordance with subclauses (a) or (b) cannot exceed the maximum of the salary range of the position.
- (d) The Employer may determine the salary and/or salary range of any employee for whose circumstances no provision is made.

Salary range review

- (5) (a) An employee may request, or the Employer may initiate, a review of an employee's salary range. Any such request must be in writing.
- (b) On receipt of a request by an employee under subclause (a) the Employer must review the salary range of the employee in the context of any changes to the work value of the position and the performance of the employee.
- (c) A review under subclause (b) 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 what has been determined on translation under this agreement or on appointment to that position, whichever is the latter.
- (d) On movement to a higher salary range within a classification level, following a review under subclause (b), an employee's salary shall be determined as set out in subclause (4)(a).

- (e) The work value of a position shall be determined in accordance with the Dimensions of Work as set out in schedule 3.

Payment for Trainees

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

Supported Wage

- (7) The Supported Wage System set out in Schedule 4 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 his or her productive capacity and who meets the impairment criteria for receipt of a disability support pension.

Overpayments

- (8) Repayment of an overpayment to an employee shall be in accordance with the *Financial Management Act 1994 (Vic)* or its successor.

Salary packaging

- 15 (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) note book and lap top computers;
 - (f) membership fees and subscriptions to professional associations;
 - (g) home office expenses;
 - (h) financial counselling fees;
 - (i) disability/income protection insurance premiums; and
 - (j) self education expenses.
- (2) All costs associated with salary packaging, including administrative costs and any additional tax associated with the employment benefit, are to be met from the salary of the participating employee.

Allowances

Special Payment

- 16 (1) A special payment may be paid to an employee:
 - (a) for undertaking a task that is additional to the responsibilities that can be required of an employee at their respective classification level and salary range
 - (b) as an attraction and/or retention incentive
 - (c) for recognition of outstanding performance
 - (d) any other purpose determined by the Employer.

- (2) The minimum annual amount of special payments shall be \$500. The special payment may be paid fortnightly or as a lump sum if the Employer and the employee agree.
- (3) An employee who is in receipt of a special payment under subclause (1)(a) on a fortnightly basis and who is absent on personal leave with pay, shall continue to receive the special payment during the period of personal leave for up to one month or the expiration of the special payment, whichever is the earlier.
- (4) An employee who has been in receipt of a special payment under subclause (1)(a) 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 his or her absence on leave, shall continue to be paid the special payment during the period of paid leave.

First aid allowance

- (5) (a) An employee who holds an appropriate first aid qualification and performs first aid in addition to the normal duties of his/her position, and the first aid duties do not constitute the principal responsibility of his or her position, shall be paid an annual allowance of not less than the amount specified in clause 1.3 of Schedule 1.
- (b) The performance of first aid duties, in addition to normal duties, is subject to agreement between the employer and employee.

Intensive care allowance

- (6) An employee who is required to provide intensive attendant care, administer medical support or assist in the development of independent living skills for individual students or groups of students while employed in a special school shall be paid an annual allowance of not less than the amount specified in clause 1.3 of Schedule 1.

Remote School Allowance

- (7) A remote school allowance as stated in clause 1.3 of schedule 1 shall be paid to an employee in a school determined by the Secretary to be remote.

Salary loading allowance

- (8) (a) Subject to subclause (c), an employee is entitled to be paid, on a date determined by the Employer, a salary loading allowance each year equivalent to 17.5 per cent of four weeks of the total salary to which he or she is normally entitled as at 1 December of the year in which the allowance is paid or [\$935] in 2008, [\$961] in 2009, [\$987] in 2010 and [\$1,014] in 2011, whichever is the lesser.
- (b) Employees with part time service during the relevant year will be paid the salary loading allowance based on the time fraction for which service was the longest in aggregate within the twelve months preceding the date determined under subclause (a).
- (c) An employee with less than a complete year of service will be paid a pro rata salary loading allowance based on the aggregate of the employee's service over the twelve months preceding the date determined under subclause (a).
- (d) Any unpaid salary loading shall be paid in lieu to an employee on termination of employment.

Higher Duties Allowances

- (9) An employee performing at least half the duties of a position for which the specified salary is higher than that applicable to that employee's current position, will be paid a higher duties allowance equal to the amount required to raise the employee's remuneration to the salary of the position to which he or she has been assigned, provided that:
- (a) the assignment of higher duties is for a period longer than five consecutive working days; and
 - (b) where less than the full duties are being performed the allowance paid is proportionate to the duties performed.

Staffing

- 17 (1) (a) Schools must have the capacity to select the best available staff to meet the educational needs of students and that ongoing employment opportunities in Victorian Government schools are maximised. Local selection arrangements provide the most effective way of matching the talents and career aspirations of staff with the specific needs of individual schools.
- (b) Employees may be employed full-time or part-time on either an ongoing, fixed term or casual basis.

Modes of employment

- (2) (a) The standard mode of employment in schools is ongoing. However some fixed term or casual employment will continue to be necessary. In order to maximise employment opportunities, advertised vacancies are open to qualified applicants both within (fixed term or ongoing) and external to the Teaching Service.
- (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, provided that employees with priority status will be considered in isolation from and not in competition with other applicants on the basis of their suitability for the position.
- (c) Notwithstanding subclause (b):
- (i) Arrangements may be required that enable the movement of staff including staff rotation.
 - (ii) A person employed in response to an advertised fixed term vacancy may be offered one further period of fixed term employment, without advertisement of the position, provided the position continues to satisfy the criteria set out in subclause (d). The further period of fixed term offered under this subclause cannot be for a longer period than the period set out in the original advertised vacancy.
- (d) Without limiting the generality of the following, employment will be 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;

- (ii) where the funding for the position(s) is specifically linked to the continuing enrolment of a student(s) in a specific educational program. In this case, provided that full consideration is first given to ongoing employment, the employee may be employed on a fixed-term basis, up to seven years, for the period during which the student(s) continues to be enrolled in the school and that funding remains at a comparable or higher level. Provided that, the employee shall continue in employment if similar funding is allocated to the school at a comparable or higher level;
 - (iii) when the Employer has good reason to believe that, should an employee not be employed fixed term, an excess staff situation will arise. This may include predicted enrolment decline determined by the enrolment predictions of the Employer using a methodology agreed between the parties;
 - (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) for any other reason agreed by the parties.
- (e) In notifying vacancies the Employer will identify the reason for each fixed term vacancy and implement, during the life of this agreement, proactive processes to ensure that fixed term vacancies satisfy the criteria set out in subclause (d).
 - (f) For the purposes of subclause (g) an “**eligible employee**” means a fixed term employee employed continuously for longer than 12 months:
 - (i) in response to a vacancy advertised for longer than 12 months, or
 - (ii) in response to vacancies advertised for 12 months or less resulting in two or more fixed periods of employment.
 - (g) The Employer should offer ongoing employment to any eligible employee where a suitable ongoing position becomes available in the school, subject to a probationary period as set out in subclause (4).

Management of employees with priority status

- (3) (a) All reasonable efforts must be made to place employees with priority status in suitable alternative positions.
- (b) Except as set out in this agreement, the arrangements determined by the Employer for the management of excess employees will apply. Where it is unlikely that an excess employee 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 three months from the date the employee was declared excess.
- (c) An employee approved by the Employer for transfer on compassionate grounds may be referred to any advertised vacancies and will be considered in isolation from and not in competition with other applicants in accordance with the selection arrangements set out for excess employees. Provided that, in normal circumstances, an excess employee will be considered ahead of employees approved under this subclause.

- (d) A person who is a disability retirement benefits pensioner who is fit to return to work and approved by the Employer to be an employee with priority status will be considered in isolation from and not in competition with other applicants in accordance with the selection arrangements set out for excess employees. Provided that, in normal circumstances, an excess employee will be considered ahead of persons approved under this subclause.
- (e) Notwithstanding subclauses (a) to (d), the Employer may exempt any vacancy from the requirement to consider employees with priority status ahead of other applicants.
- (f) An eligible fixed-term employee is entitled to redeployment at or below her or his current classification level and salary range, in accordance with Department policy, for a minimum period of 12 weeks commencing at least 12 weeks prior to the expiration of the fixed period of employment. For the purposes of this subclause “**eligible fixed-term employee**” means a fixed term employee employed for longer than 12 months in two or more fixed periods of employment where the break between periods of employment is not more than three weeks, excluding school holidays.
- (g) The entitlement to redeployment under sub-clause (f) ceases at the end of the employee’s fixed period of employment or any further period of employment to satisfy the requirements of sub clause (f). Provided that, for employees who gain eligibility under sub-clause (f) as a result of the extension and variation of the agreement the application of this clause does not take effect until 12 weeks following approval of the extension and variation.

Probation

- (4) (a) Except where the Employer otherwise determines either generally or in a particular case the employment of a person on an ongoing basis is subject to a probationary period for such period (not exceeding three months) as the Employer determines whether generally or in any particular case or class of cases.
- (b) A person employed on probation will remain a probationer until the employment is confirmed or annulled in accordance with this clause.
- (c) The Employer may annul the employment of a person at any time while on probation.
- (d) At the expiration of the period of probation the Employer will either
 - (i) confirm the employment;
 - (ii) annul the employment; or
 - (iii) extend the probation for a further period (not exceeding three months).
- (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 any 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 *Workplace Relations Act 1996*.

- (g) An employee on probation is eligible for salary progression subject to the requirements set out in clause 14 (2).

Abandonment of employment

- (5) If an 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;
 - (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 his or her initiative.

Unsatisfactory Performance

- (6) (a) When it is considered that an employee's performance is unsatisfactory, the unsatisfactory performance procedures determined by the Employer should be implemented. The purpose of the unsatisfactory performance procedures is to improve the employee's performance to the required standards. It is important that an employee be given opportunity and appropriate support to improve his or her performance. The assessment of the employee must be made against the standards of work and conduct expected of that person at their level in the school.
- (b) Notwithstanding clause 14(2) salary progression will be deferred during any period that an employee is the subject of unsatisfactory performance procedures.

Excessive or unreasonable work

- 18 (1) It is acknowledged that there are benefits to both the Employer and the employee where employees have a balance between their professional and personal life.
- (2) Employees should have the opportunity to perform all of their duties within a reasonable timeframe and have fair and reasonable conditions. In this context, the work allocated to an employee should, as far as practicable, provide for an equitable distribution of work across all employees in the school relative to the individual's classification, salary range, role, experience and training.
- (3) An employee who considers his or her work to be excessive or unreasonable, within the terms of this agreement, may, if the matter is not resolved at the school, refer the matter to the Merit Protection Board for determination in accordance with the requirements from time to time of that body.
- (4) The Merit Protection Board shall consider and determine a grievance under sub clause (3) having regard to the work required by the Employer within the ordinary hours of work applicable to and required of that employee.
- (5) Where the Merit Protection Board has jurisdiction to review a decision that is the subject of a grievance instituted by an employee, this clause shall 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

- 19 (1) Ordinary hours of duty for full-time employees are 76 hours a fortnight.

- (2) (a) An employee employed part time is employed to work an agreed number of regular hours less than 76 per fortnight.
- (b) With the exception of an employee employed on a casual basis, all provisions of this agreement, other than reimbursement of expenses, shall apply on a pro-rata basis to employees employed part time.
- (3) (a) Unless otherwise agreed under subclause (b):
 - (i) an employee will be in attendance for a minimum of 7.6 hours daily between 8 a.m. and 6 p.m. from Monday to Friday;
 - (ii) during a school holiday period an employee at classification level 1 cannot be required to work in isolated circumstances or to attend without the presence of a responsible manager;
 - (iii) an employee working the 48/52 model can be required to attend for duty and/or professional development up to a maximum of 6 days during two school holiday periods in a year, provided that attendance can only be required at the commencement or conclusion of a school holiday period;
 - (iv) an employee working the 48/52 model must be provided with reasonable notice of the attendance requirement under subclause (a)(iii) being not later than four weeks into the preceding term; and
 - (v) an employee can only be required to perform duties consistent with his or her role(s) and responsibilities.
- (b) An employee and the Employer may agree on the arrangement of ordinary hours of attendance, including but not limited to:
 - (i) daily starting and finishing times;
 - (ii) the time and duration of meal breaks;
 - (iii) attendance at school meetings and meetings with parents;
 - (iv) in the case of part-time employment, the number of hours worked per fortnight;
 - (v) flexible work arrangements; and
 - (vi) attendance during school holiday periods.

An employee and the Employer may agree to vary these arrangements at any time.
- (4) (a) Sub clauses (3) and (7) of this clause shall not apply to school year employees.
- (b) Unless absent on approved leave, a school year employee shall be in attendance on the days teachers in that school are required to attend. In addition a school year employee can be required to attend for professional development up to a maximum of 6 days during two school holiday periods in a year. Unless otherwise agreed, attendance can only be required:
 - (i) at the commencement or conclusion of a school holiday period; and
 - (ii) where reasonable notice, being not later than four weeks into the preceding term, is provided.

- (c) Unless otherwise agreed between the Employer and a school year employee, a school year employee will be in attendance for a minimum of seven hours daily commencing no less than ten minutes before the morning pupil instructional session.
 - (d) A school year employee may be required to carry out other duties consistent with their position, including attendance at meetings, for up to three hours per week in addition to the attendance requirements set out in subclause (c).
 - (e) The parties recognise that a school year employee may be required on occasions to undertake work beyond the normal hours of attendance that is offset against the days, other than days of approved leave, he or she is not in attendance during the school holiday period.
 - (f) Where a school year employee is required to attend a parent teacher report meeting scheduled outside the normal attendance time as prescribed in subclause (c) the Employer, through the consultative arrangements, may vary the attendance time on that day or for any other day to the extent necessary to comply with the attendance requirements of sub clauses (c) and (d) over the school year.
 - (g) A school year employee's annual leave will be deemed to have been used during the school holiday periods and he or she shall have no further entitlement to annual leave under this agreement or the award.
- (5) An employee cannot be required to work more than five hours without a meal break of a minimum duration of 30 minutes. Meal breaks are unpaid and free of assigned duties.
 - (6) An employee's attendance at a court as a Crown witness or under subpoena or summons in his or her official capacity shall be treated as duty for salary purposes subject to presentation of evidence that he or she attended the court.

Time in lieu

- (7) (a) The Employer may require an employee to work in excess of the employee's normal hours of duty where such work is unavoidable and reasonable notice is provided. All work required in excess of an employee's normal weekly hours of duty must be documented by the Employer.
- (b) An employee who is directed to work under sub clause (a) may request not to do so where this would unreasonably affect personal or family commitments and the Employer shall not unreasonably refuse such a request.
- (c) (i) An employee shall be entitled to time off in lieu for work required under sub clause (a).
- (ii) The Employer shall grant time off in lieu equivalent to the hours of work in excess of the employee's normal hours of duty documented under sub clause (a).
- (iii) The timing of the time off in lieu shall be at the discretion of the Employer having regard to the operational needs of the school and the wishes of the employee.
- (iv) As an alternative to time off in lieu, the Employer and the employee may agree to payment for time in lieu owed at the employee's normal rate of pay.

- (d) Unless otherwise agreed between the Employer and the employee, where time in lieu remains outstanding from the previous school year, at the 30 June of the following school year the employee may elect to:
- (i) take time off equivalent to the time owed, commencing immediately; or
 - (ii) request payment at his or her normal rate of pay plus 50% for the additional time worked.

Leave

20 For the purposes of this clause:

- **“certificate in lieu”** means a certificate issued by a registered health practitioner, other than a registered student, within the meaning of the *Health Professions Registration Act 2005 (Vic)*.
- **“immediate family”** includes spouse or a former spouse of the employee and child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee;
- **“medical certificate”** means a certificate from a registered medical practitioner within the meaning of the *Health Professions Registration Act 2005 (Vic)*;
- **“required document”** means:
 - (a) in respect of personal leave for illness or injury, a medical certificate, certificate in lieu or, if it is not reasonably practicable for an employee to provide a medical certificate or a certificate in lieu, a statutory declaration;
 - (b) in respect of personal leave for carer’s purposes, a medical certificate, certificate in lieu 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) An employee is entitled to 152 hours (20 days for a full time employee) annual leave in respect of each calendar year of service accrued at the rate of one twelfth of the annual entitlement for each completed month of service.
- (2) Based on the proportion of the salary specified in clause 1.1 of schedule 1 an employee may receive additional annual leave as follows:

Proportion of Salary	Additional Annual Leave
52/52	Nil
51/52	38 hours (5 days)
50/52	76 hours (10 days)
49/52	114 hours (15 days)
48/52	152 hours (20 days)

- (3) A school year employee is entitled to additional annual leave of 152 hours (20 days).

- (4) Employees shall take annual leave at such times as the Employer determines provided that the wishes of the employee concerned shall be taken into consideration as far as practicable.
- (5) An employee who becomes ill or is injured during a period of leave approved under subclauses (1) or (2) may be granted personal leave in accordance with the provisions of this clause and have the relevant period re-credited to their annual leave entitlement.

Personal Leave

- (6) 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 and requires the employee's care and support or who requires care due to an unexpected emergency.
- (7) 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 shall be cumulative. Provided that:
 - (a) in the first year of employment an employee, who exhausts his or her 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 shall not accrue more than 114 hours (15 days for a full time employee) personal leave in any year.
- (8)
 - (a) An employee may use personal leave credits to make up the difference between payments made by the Transport Accident Commission and his or her full pay.
 - (b) Subject to subclause (22)(h), an employee shall not be entitled to personal leave for personal illness or injury on account only of being pregnant but nothing in this clause shall prevent such an employee being entitled to personal leave for an illness resulting from pregnancy or childbirth.
- (9) The amount of personal leave to care for an immediate family or household member which may be granted in any one year, with or without pay, shall not exceed ten days. In any year where an employee has exhausted his or her personal leave credits, the employee shall 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).
- (10)
 - (a) Notwithstanding subclause (9) a person employed prior to 1 December 2000 and he or she has been not had any break in employment from and including 1 December 2000, shall be entitled to access any personal leave accrued during the period 23 March 1996 to 30 November 2000 for the purpose of leave approved under subclause (6)(b). Provided that, this entitlement shall not apply to:
 - (i) a person employed as a teacher aide on an after 1 December 2000; or
 - (ii) a person employed by a School Council.
 - (b) The accrued entitlement of an employee under subclause (a) shall be reduced by any carers' leave taken from and including 23 November 1996 and any leave approved for injury or illness during the period 23 November 1996 to 30 November 2000.

- (c) An employee with an entitlement under this subclause cannot access the entitlements provided for under subclause (9) until the entitlements of this subclause have been exhausted.
- (11) (a) Applications for personal leave must be supported by a required document.
 - (b) A required document in respect of personal leave for injury or illness must state that the employee is unfit for duty for the period of leave.
 - (c) A required document in respect of personal leave for carer's purposes must state that the immediate family or household member requiring care and support is suffering from an illness which requires care by another.
- (12) Notwithstanding subclause (11) and unless otherwise approved by the Employer:
 - (a) up to 38 hours (five days for a full time employee) personal leave in aggregate may be granted in any one year without production of a required document subject to any one continuous absence not exceeding three days;
 - (b) certificates in lieu will not be accepted for more than an aggregate of 38 hours (five days for a full time employee) in any one year;
 - (c) notwithstanding subclause (a), the Employer may require an application for personal leave to be supported by a required document where:
 - (i) the absence occurs immediately before or after a school vacation period or a public holiday;
 - (ii) the Employer has occasion to doubt the authenticity of an illness or injury or the reason for absence.
- (13) Where personal leave is granted without the production of a required document in circumstances not covered by this clause such leave shall be without pay unless otherwise approved by the Employer.
- (14) (a) Subject to subclauses (11) and (12), 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 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 shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.
- (15) (a) Where the Employer reasonably believes that an employee's state of health may make him or her a danger to other employees or persons at the workplace, the Employer may require the employee to absent himself or herself from duty on personal leave until a medical practitioner approved by the Employer examines the employee and provides a report to the Employer.

- (b) If the medical report discloses that the employee is unfit for duty, the employee shall be granted such further personal leave as the medical report indicates is necessary.
 - (c) If the medical report discloses that the employee is fit for duty, the personal leave debited as a result of a direction under this clause shall be restored and the employee repaid any salary or wages lost as a result of the direction under subclause (a).
- (16) The Employer shall ensure that an employee has access to a statement of his or her current personal leave credits.

War service sick leave

- (17) (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, shall, apart from any personal leave which may be standing to his or her 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 shall be granted war service sick leave to the extent credited in accordance with subclause (b).

Accident compensation leave

- (18) (a) If an employee sustains personal injury arising out of or in the course of their employment in circumstances which, under the *Accident Compensation Act 1985 (Vic)* results in him or her receiving weekly payments for incapacity caused by the injury, he or she shall be granted leave (apart from any personal leave which may be standing to his or her credit) on full pay, less the amount paid by way of weekly compensation under the *Accident Compensation Act 1985 (Vic)* during the period of incapacity.
- (b) Except where the Employer approves, no leave shall 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 shall not be entitled to personal leave with pay during any period he or she is in receipt of weekly compensation payments under the *Accident Compensation Act 1985 (Vic)*.

Infectious Diseases

- (19) (a) Where a medical practitioner approved by the Employer certifies that an employee has contracted an illness as a direct result of exposure to a prescribed infectious disease (other than poliomyelitis, or pulmonary tuberculosis or infectious hepatitis) during the course of the employee’s duties, the employee may be granted up to three months leave with full pay without deduction from the employee’s personal leave credits for the period the employee is unfit for duty.

- (b) Where a medical practitioner approved by the Employer certifies that an employee has contracted poliomyelitis, pulmonary tuberculosis or infectious hepatitis as a direct result of exposure during the course of the employee's duties, the employee may be granted up to six months leave with full pay and six months leave on half pay. Any leave so granted in excess of the employee's personal leave credits shall not be regarded as a debit against the employee. On resumption of duty, such employee shall be entitled to a total initial personal leave credit of not less than 182.4 hours (24 days for a full time employee).
- (c) If an employee's duties expose him or her to the risk of contracting an infectious disease and a medical practitioner approved by the Employer certifies that by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by law in respect of such disease, an employee is unable to attend work, the employee may be granted leave with full pay without deduction from personal leave. The period of leave granted under this 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 Leave

- (20) 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.

Leave for Jury Service

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

Absence for Parental Purposes

- (22) (a) An employee is entitled to be absent from duty for up to a total of 52 weeks following, or in conjunction, with the birth or adoption of one or more children comprising one or more of the following forms of leave:
- Maternity leave
 - Adoption leave
 - Partner Leave
 - Annual leave
 - Long service leave
 - Parental leave without pay being that portion of a parental absence not covered by paid leave.
- (b) Subject to subclause (c), a parental absence may commence at any time after an employee submits satisfactory medical evidence that she is pregnant or, in any other case, at any time after the birth or adoption of the child.

- (c) Unless otherwise approved by the Employer, an employee who is pregnant is required to absent herself from duty for the period:
 - (i) six weeks before the expected date of birth of her child until six weeks after the actual date of birth of her child; or
 - (ii) six weeks from the actual date of birth of her child where this occurs before the expected date of birth.
- (d) The Employer must permit an employee to attend for duty during any part of the period stated in subclause (c), provided that:
 - (i) the employee will be fit to perform their normal duties for the relevant period (proof of which is to be by medical certificate supplied by the employee); and
 - (ii) the attendance sought by the employee is at a time employees ordinarily attend for duty.
- (e) Excluding adoption leave and partner leave, only one parental absence may be approved for a particular child (or children in respect of a multiple birth) which must be a continuous absence. Provided that where two employees are eligible to be absent under this clause in conjunction with the birth or adoption of the same child (or children in respect of a multiple birth):
 - (i) only one parental absence may be taken per employee per child;
 - (ii) excluding adoption leave and partner leave, both employees may not be absent at the same time and the absences must be contiguous.
- (f)
 - (i) An employee absent on parental leave shall resume duty at the expiration of the parental leave period unless further leave is approved. If agreed by the Employer and the employee, the employee may resume on an earlier date.
 - (ii) An employee may request to return to duty following a parental absence on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities. If the employee requests part-time employment the Employer will not unreasonably withhold agreement having regard to the needs of the employee and the needs of the school.
- (g)
 - (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Employer deems it practicable, be temporarily transferred to a safe job on the conditions attaching to that job for such period as is certified necessary by a registered medical practitioner.
 - (ii) An employee temporarily transferred to a safe job under subclause (i) is entitled to be paid not less than her substantive salary immediately prior to the temporary transfer.
 - (iii) If temporary transfer to a safe job is not practicable, the employee may elect, or the Employer may require the employee, to absent herself on leave for such period as is certified necessary by a registered medical practitioner.

- (h) An employee who is pregnant may access paid leave to a maximum of thirty five hours to attend routine medical appointments associated with that pregnancy, provided that she:
 - (i) provides a medical certificate certifying she is pregnant;
 - (ii) provides a medical certificate for each appointment; and
 - (iii) schedules appointments at times that minimise disruption to the school and/or the requirement to engage replacement staff for the period of the absence.
- (i) An employee whose spouse or de facto spouse is pregnant may access paid leave to a maximum of 7.6 hours for the period of the pregnancy to enable his or her attendance at routine medical appointments associated with the pregnancy, provided that:
 - (i) he or she provides a medical certificate certifying his or her spouse is pregnant;
 - (ii) he or she provides a medical certificate for each appointment; and
 - (iii) appointments are scheduled at times that minimise disruption to the school and/or the requirement to engage replacement staff for the period of the absence.
- (j) Notwithstanding subclause (a), where the pregnancy of an employee terminates or results in a stillborn birth after more than 20 weeks, she will be entitled to an absence of six months following the termination, inclusive of any period of maternity leave, or such longer period as may be medically certified.
- (k) The Employer shall maintain, as far as is reasonably practicable, communication with an employee during a period of parental absence to ensure that he or she is informed about matters that may impact significantly on him or her on resumption of duty.

Maternity leave

- (23) (a) An employee is entitled to maternity leave with or without pay for a continuous period of fourteen weeks commencing from the date the employee absented herself from duty under subclause (22)(c). Where the pregnancy of an employee terminates more than twenty weeks before the expected date of birth, she shall have no entitlement to leave under this subclause but may be eligible for personal leave under subclause (8)(b).
- (b) An employee is eligible for paid maternity leave if she has had 26 or more weeks qualifying service within the 52 weeks immediately preceding the date the employee absented herself from duty under subclause (22)(c). The period during which an employee attends for duty within the periods specified by subclauses (22)(c)(i) and (ii) shall not be included as part of the 26 weeks qualifying service.
- (c) For the purposes of subclause (b) qualifying service means:
 - (i) any duty as an employee other than any period of employment on a casual basis;
 - (ii) any leave with pay approved by the Employer;
 - (iii) any leave without pay approved by the Employer to count as qualifying service;

- (iv) any other service approved by the Employer to count as qualifying service.
- (d) While on maternity leave with pay an employee shall be paid at:
 - (i) the time fraction which she was working immediately before commencing maternity leave; or
 - (ii) the time fraction immediately prior to commencing long service leave, if the employee ceases long service leave on half pay immediately before commencing maternity or family leave.
- (e) An employee who is eligible for paid leave under this subclause and subclause (18) in respect of a maternity leave absence shall be entitled to maternity leave with pay in accordance with this clause less the amount paid by way of weekly compensation under the *Accident Compensation Act 1985 (Vic)* and shall have no further entitlement to leave under subclause (18) during the maternity leave period.

Leave for Adoption

- (24) (a) An employee who is an approved applicant for the adoption of a child shall, on submitting evidence of the date of placement of the child, be entitled to paid leave for eight weeks commencing on the date of placement. The conditions for granting and payment of leave under this clause shall be the same as are specified in subclause (23).
- (b) Where no legal adoption ensues, the employee shall have no further entitlement to adoption leave.
- (c) Where two employees apply for adoption leave in respect of the placement of the same child each employee shall be entitled to leave with pay for four weeks commencing on the date of placement of the child.
- (d) In circumstances not covered by the above clauses, the Employer may grant leave to an employee under this clause where the employee has the daily care and control of a child following:
 - (i) the adoption by the employee of a child who is a relative of the employee; or
 - (ii) the employee becoming the legal guardian of a child.
- (e) An employee who is eligible for paid leave under this subclause and subclause (18) in respect of an adoption leave absence shall be entitled to adoption leave with pay in accordance with this clause less the amount paid by way of weekly compensation under the *Accident Compensation Act 1985 (Vic)* and shall have no further entitlement to leave under subclause (18) during the maternity leave period.
- (f) If an employee, other than a casual employee, is granted custody of a child under the *Children, Youth and Families Act 2005 (Vic)* by the Children's Court or the Family Court, and the Employee is the primary care giver of the child, the Employee shall be entitled to two weeks paid leave at a time agreed with the Employer.

Partner leave

- (25) (a) An employee who submits satisfactory evidence that he or she has accepted responsibility for the care of a child (or children in respect of a multiple birth) shall be granted leave with pay, at the rate the employee would have received but for the absence on partner leave, for up to 38 hours (five days in respect of a full time employee), to care for such child (or children in respect of a multiple birth) and/or mother of the child.
- (b) Partner leave must be taken in the period commencing one week before the expected date of birth of the child (or children in respect of a multiple birth) and concluding six weeks after the actual date of confinement.
- (c) An employee who is eligible for paid leave under this subclause and subclause (18) in respect of a partner leave absence shall be entitled to partner leave with pay in accordance with this clause less the amount paid by way of weekly compensation under the *Accident Compensation Act 1985 (Vic)* and shall have no further entitlement to leave under subclause (18) during the partner leave period.
- (d) An employee is not eligible for paid leave under this clause if that employee is also eligible for leave under subclause (23) or (24) in respect of the same child (or children in respect of a multiple birth).

Long service leave

- (26) (a) An employee is entitled to long service leave in accordance with the provisions of section 2.4.25 of the *Education and Training Reform Act 2006 (Vic)* with long service leave accruing at the rate of 495.6967 hours (three months) after ten years full time service and at the rate of 247.84835 hours (one and a half months) for each completed five years of service thereafter.
- (b) In addition to the provisions of section 2.4.25 of the *Education and Training Reform Act 2006 (Vic)*, an employee may access their long service leave entitlements on a pro-rata basis after seven years service and shall be eligible to apply 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 shall be payable during long service leave:
- (i) the allowance is of a continuing and ongoing nature;
 - (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 his or her absence on leave.
- (f) A public holiday that occurs during a period of long service leave shall not form part of that leave.

- (g) An employee who becomes ill or is injured during a period of leave approved under this subclause may be granted personal leave in accordance with this agreement and have the relevant period re-credited to their long service leave entitlement.

Spouse leave

- (27) (a) Leave without pay from three months to 12 months shall be granted once every three years to an employee whose spouse, as a consequence of pursuing his or her occupation, is required to shift residence interstate or overseas.
- (b) Leave without pay from three months to 12 months may be granted once every three years to an employee:
 - (i) whose spouse is travelling interstate or overseas;
 - (ii) whose spouse is transferred within Victoria where no employment in the teaching service can be offered to the employee at the new location; or
 - (iii) whose spouse is also an employee and is granted long service leave, provided that spouse leave may be granted for the period of long service leave granted.
- (c) Notwithstanding subclauses (a) and (b), the Employer may approve such other period of leave and may approve more than one grant of leave in any three year period.

Sabbatical leave

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

Public Holidays

- (29) (a) An employee (other than a casual employee) is entitled to the following public holidays:
 - (i) 1 January (New Year's Day). Where New Year's Day falls on a Saturday or Sunday, a substitute day shall be observed on the following Monday
 - (ii) 26 January (Australia Day) or any substitute day proclaimed by the State of Victoria
 - (iii) the second Monday in March (Labour Day)
 - (iv) Good Friday
 - (v) Easter Saturday
 - (vi) Easter Monday
 - (vii) 25 April (ANZAC Day) or any substitute day proclaimed by the State of Victoria
 - (viii) the second Monday in June (Queen's Birthday)

- (ix) the first Tuesday in November (Melbourne Cup Day) or such other day as is proclaimed as a day in lieu of Melbourne Cup Day in a particular non metropolitan municipality
- (x) 25 December (Christmas Day). Where Christmas Day is a Saturday or a Sunday, a substitute day shall be observed on 27 December
- (xi) 26 December (Boxing Day). Where Boxing Day is a Saturday or a Sunday, a substitute day shall be observed on 28 December.

Cultural and Ceremonial Leave

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

Leave for Union State Councillors

- (31) Union State councillors will be given up to 2 days per term time release to attend union council meetings or agreed alternative.

Leave to Attend Trade Union Training Courses

- (32) (a) An employee who has been nominated by a union and has been accepted by a training provider to attend a trade union training course may be granted up to five days leave on full pay in any one calendar year, so long as the granting of such leave does not unduly affect the operations of the school in which the employee is employed.
- (b) The employee may be granted the leave specified in sub clause (a) where the Employer is satisfied that the course of training is likely to contribute to a better understanding of industrial/employee relations, occupational health and safety, safe work practices, knowledge of award and other industrial entitlements and the upgrading of employee skills in all aspects of trade union functions.
- (c) An employee may be granted paid leave under this clause in excess of five days and up to ten days in any one calendar year subject to the total leave taken in that year and in the subsequent year not exceeding ten days.
- (d) An employee, upon election as a health and safety representative, shall be granted up to five days paid leave, as soon as practicable after election, to undertake an introductory health and safety representatives' course, having regard to course places and the Employer's operations. Leave under this provision must only be granted to an employee on one occasion and is additional to any other leave granted under subclause (32).

- (e) The grant of leave under subclauses (a) to (d) is subject to no additional cost to the Employer other than the paid leave. The Employer shall provide funding for replacement costs for employees attending trade union training, provided that the replacement costs do not exceed 195 days per annum (65 days per union).

Reimbursement of Expenses

- 21
- (1) The Employer will reimburse the employee his or her reasonable out of pocket expenses actually and necessarily incurred in the course of his or her authorised duties.
 - (2) The Employer must apply the rulings of the Commissioner of Taxation (Australian Taxation Office) relating to reasonable allowances in determining the maximum rates payable, unless otherwise approved by the Employer.
 - (3) The amount of an expense will be considered reasonable where it does not exceed the relevant amounts set by the Australian Taxation Office as adjusted from time to time.
 - (4) For the purposes of this clause the Employer will determine the work location for an employee whose place of work is not fixed but is variable.

Allowable expenses

- (5) Allowable expenses include:
 - (a) travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location;
 - (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 his or her private mobile phone or home phone in the course of his or her employment, will be reimbursed for work-related calls.
 - (b) The employee must obtain the prior approval of the Employer before using his or her private mobile or home phone during the course of his or her 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 his or her private motor vehicle in the course of his or her 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 his or her private motor vehicle during the course of their employment.
 - (c) Following use, the employee must submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.

- (d) The rates payable in respect of motor kilometre costs will be the rates determined by the Australian Taxation Office from time to time.

Removal expenses

- (8) An employee who relocates 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 same school or at least four years in a school designated by the Employer as remote; or
 - (d) redeployment, as an excess employee.

shall 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 his or her dependants including the cost of comprehensive insurance cover for those items whilst in transit, up to a maximum cover of \$45,000 or such higher amount approved by the Employer.

- (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 shall be 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), shall be paid:
 - (a) a re-establishment allowance of:
 - (i) an employee without dependants - \$372.00; or
 - (ii) an employee with dependants - \$774.00.

provided that, where more than one employee is eligible to be reimbursed removal expenses in respect of the same relocation, the total allowance paid under this subclause shall not exceed \$774.00.

- (b) the reasonable cost of stamp duty paid on purchase of a residence or land for the purpose of erecting a residence for his or her own permanent occupation at the new location provided that the employee:
 - (i) sells a residence at his or her 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) shall 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 shall be reimbursed at the appropriate rate prescribed in subclause (7).

Dispute Resolution Procedures

- 22 (1) Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement, 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 his or her 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 shall be documented and referred to the Employer who shall 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 Australian Industrial Relations 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 Australian Industrial Relations Commission.
- (13) No dispute of a collective character may be referred to the Australian Industrial Relations 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 Australian Industrial Relations Commission.

Unresolved disputes

- (14) If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and the steps set out in subclauses (1) to (13) have been taken, the dispute may be referred to the Australian Industrial Relations Commission for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the Australian Industrial Relations 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 Australian Industrial Relations Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

Electronic communications

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

Anti-discrimination

- 24 (1) It is the intention of the Parties to this Agreement to achieve the principal object in section 3(m) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- (2) Accordingly, in fulfilling their obligations under the procedures in clause 22 (Dispute Resolution Procedures), the parties must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- (3) Nothing in this clause is to be taken to affect:
 - (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - (b) an employee, Employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
 - (c) the exemptions in sections 659(3) and (4) of the *Workplace Relations Act 1996*.

Implementation of Change

- 25 (1) Where the Employer is proposing to make major systemic changes, such as the introduction of new technology or mandated changes to work practices that will significantly impact on employees across schools, the Employer will advise the affected employees and the unions of the proposed change as soon as practicable after the Employer has decided to introduce the change.

- (2) The Employer's advice to employees and unions, in accordance with subclause 1, will include the nature of the change, the rationale, the likely impact on work arrangements in schools and any training necessary for implementation of the proposed change or to assist integration into the new structure or arrangements.
- (3) Alternative proposals submitted by employees or a union must be submitted in a timely manner so as not to lead to any unreasonable delay or detrimental impact on the Employer's operations and should address the rationale and benefits detailed in the Employer's advice of the proposed change.
- (4) Where employees or a union provide alternative proposals the Employer will give prompt consideration to those alternative proposals and respond to employees or the union, including the reasons.
- (5) For the purpose of this clause the parties adopt the comments detailed in clause 11(3).
- (6) Any dispute concerning the parties' obligations under this clause shall be dealt with in accordance with the Dispute Resolution Procedures (clause 22).

Right of entry

- 26 The Employer shall provide union officials access to employees at the school in accordance with the *Workplace Relations Act 1996*. The parties agree that union officials visiting a school, pursuant to this clause, will comply with that school's requirements with respect to visitors to the school.

SCHEDULE 1

SALARIES AND ALLOWANCES

1.1 An employee shall be paid the rates appropriate to their classification level and salary range as follows:

Classification Level and Salary Range		Effective from the first pay period on or after			
		Date of Commencement	1 April 2009	1 April 2010	1 April 2011
Level 2	Range 5				
	5-5	\$93,738	\$96,279	\$98,887	\$101,567
	5-4	\$90,699	\$93,157	\$95,682	\$98,275
	5-3	\$87,759	\$90,137	\$92,580	\$95,089
	5-2	\$84,915	\$87,216	\$89,579	\$92,007
	5-1	\$82,162	\$84,389	\$86,676	\$89,025
	Range 4				
	4-6	\$79,499	\$81,653	\$83,866	\$86,139
	4-5	\$76,922	\$79,007	\$81,148	\$83,347
	4-4	\$74,429	\$76,446	\$78,517	\$80,645
	4-3	\$72,016	\$73,968	\$75,972	\$78,031
	4-2	\$69,682	\$71,570	\$73,510	\$75,502
	4-1	\$67,423	\$69,250	\$71,127	\$73,054
	Range 3				
	3-6	\$61,718	\$63,391	\$65,109	\$66,873
	3-5	\$59,097	\$60,699	\$62,344	\$64,033
	3-4	\$57,182	\$58,731	\$60,323	\$61,958
	3-3	\$55,328	\$56,827	\$58,368	\$59,959
3-2	\$53,040	\$54,477	\$55,953	\$57,470	
3-1	\$51,184	\$52,571	\$53,996	\$55,459	
Level 1	Range 2				
	2-6	\$50,321	\$51,685	\$53,085	\$54,524
	2-5	\$48,496	\$49,810	\$51,160	\$52,546
	2-4	\$46,924	\$48,195	\$49,502	\$50,843
	2-3	\$45,403	\$46,633	\$47,897	\$49,195
	2-2	\$43,931	\$45,122	\$46,344	\$47,600
	2-1	\$42,507	\$43,659	\$44,842	\$46,057
	Range 1				
	1-5	\$40,891	\$41,999	\$43,137	\$44,306
	1-4	\$39,452	\$40,521	\$41,619	\$42,747
	1-3	\$37,820	\$38,845	\$39,897	\$40,978
	1-2	\$36,350	\$37,335	\$38,347	\$39,386
1-1	\$34,882	\$35,827	\$36,798	\$37,795	

- 1.2 (a) Notwithstanding subclause 1.1, a person not employed within the Education Support structure shall be paid not less for the categories of work specified below:

Category of Work	Effective from the first pay period on or after:			
	Commencement of Agreement	1 April 2009	1 April 2010	1 April 2011
Out of School Care Program Coordinator	\$35,795	\$36,765	\$37,761	\$38,785
Maintenance Carpenter (non trade)	\$31,464	\$32,316	\$33,192	\$34,092
Out of School Care Program Assistant	\$28,818	\$29,599	\$30,401	\$31,225
Canteen Attendant	\$28,818	\$29,599	\$30,401	\$31,225
Kindergarten Assistant	\$28,818	\$29,599	\$30,401	\$31,225
Gardener (non trade)	\$28,818	\$29,599	\$30,401	\$31,225

- 1.2. (b) Notwithstanding subclause (a), a person not employed within the Education Support structure, aged less than 21 years, shall be paid not less than the following percentage of the rates set out in subclause (a), as follows:

Age	Percentage
16 years and under	55%
17 years	60%
18 years	70%
19 years	80%
20 years	90%

1.3 Allowances

An employee entitled to an allowance in accordance with the agreement shall be paid not less than the following annual amounts:

	Effective from the first pay period on or after			
	Date of Commencement	1 April 2009	1 April 2010	1 April 2011
(1) First Aid Allowance	\$501	\$515	\$529	\$543
(2) Intensive Care Allowance	\$300	\$308	\$316	\$325
(3) Remote School Allowance:				
	With Dependants	Without Dependants		
Category A	\$439	\$281		
Category B	\$259	\$169		

1.4 Declaration concerning the basic periodic rate of pay

For so long as an employee is subject to the agreement, the employer will provide a basic periodic rate of pay that is at least equal to:

- (1) if the employee is within a work classification that, immediately before the commencement of subsection 4(7) of the *Commonwealth Powers (Industrial Relations) Act 1996* of Victoria:
 - (a) was a declared work classification under the *Employee Relations Act 1992* of Victoria; or,

- (b) had been declared by the Employee Relations Commission of Victoria to be an interim work classification

the basic periodic rate of pay attaching to that classification.

- (2) if the employee is not within such work classification and is a junior employee, an employee with a disability or an employee to whom a training arrangement applies – the rate of pay specified in, or worked out in accordance with a method specified in, the *Workplace Relations Regulations 2006*.
- (3) if the employee is not within such work classification and is not a junior employee, an employee with a disability or an employee to whom a training arrangement applies – the standard Federal Minimum Wage.

1.5 Declaration concerning the casual loading

For as long as a casual employee is covered by the agreement, the casual loading that is payable to a casual employee will not be less than the default casual loading provided by Division 2 of Part 7 of the *Workplace Relations Act 1996*.

TRANSLATION

Translation of School Services Officers to the new Education Support structure shall be as follows:

Current Structure		New Structure	
Class Level	Salary range and subdivision	Class Level	Salary range and subdivision
School Services Officer Level 3	Range 8 (\$83,660 – \$85,679)	Education Support Level 2	5-4
	Range 8 (\$80,949 - \$83,659)		5-3
	Range 8 (\$78,325 - \$80,948)		5-2
	Range 8 (\$74,471 - \$78,324)		5-1
	7-4		4-5
	7-3		4-5
	7-2		4-4
	7-1		4-4
	6-3		4-2
	6-2		4-1
6-1	4-1		
School Services Officer Level 2	5-3	Education Support Level 1	3-6
	5-2		3-6
	5-1		3-5
	4-3		3-4
	4-2		3-3
	4-1		3-2
	3-4		2-6
3-3	2-6		
3-2	2-5		
3-1	2-4		
School Services Officer Level 1	2-5	Education Support Level 1	2-3
	2-4		2-3
	2-3		2-2
	2-2		2-1
	2-1		2-1
	1-5		1-4
	1-4		1-3
	1-3		1-2
1-2	1-1		
1-1	1-1		

DIMENSIONS OF WORK - EDUCATION SUPPORT

ES 1 Range 1

General

Undertake routine tasks that are usually carried out under close supervision and direction. The level of supervision will vary depending on whether there is a high variety of tasks and where priorities may change (e.g. administrative support, assisting teachers in the classroom and other educational activities, such as providing attendant care and assistance to students, general support roles, assisting in out of school care programs). Positions that work on a more independent basis will generally perform a limited number of tasks on a regular basis where priorities are clear, procedures are well established and direction is readily available.

Work has little scope for deviation. Tasks may involve a wide range of duties of a routine nature. Problems can usually be solved by reference to well documented procedures and instructions and clearly established practices. Assistance is readily available when problems arise. An experienced officer at this level will exercise limited judgement within clearly defined guidelines and well established practices that relate specifically to the tasks performed.

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

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

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

Dimensions of Work

Student/Teacher Support	Administrative	Technical	Professional Services
<ul style="list-style-type: none"> • Provide routine support for teachers • Communicate with teachers and parents about routine matters • Provide basic physical and emotional care for students such as toileting, meals and lifting • Communicate with student/s about comprehension of basic 	<ul style="list-style-type: none"> • Perform routine support tasks by: <ul style="list-style-type: none"> (i) preparing standard documentation and data entry that requires little or no manipulation of information and/or data (ii) handling of customer enquiries and referral to appropriate personnel where appropriate • Operate and instruct others in routine use of equipment and 	<p>N/A</p>	<p>N/A</p>

SCHEDULE 3

Student/Teacher Support	Administrative	Technical	Professional Services
<p>tasks and information</p> <ul style="list-style-type: none"> • Address immediate behaviour issues relating to specific students within a classroom setting • Assist with coordination and planning of school routine in accordance with student needs • Accountability relates directly to performance of allocated tasks 	<p>computer systems</p> <ul style="list-style-type: none"> • Prepare standard correspondence • Provide routine customer service tasks such as reception, receipting payments and providing straightforward advice about the school • Accountability relates directly to performance of allocated tasks • Administrative support in a technical environment 		

ES 1 Range 2

General

Positions perform and/or supervise activities that are carried out in accordance with guidelines, accepted practice and school policy. This may include the supervision and coordination of other Education Support staff within the work area. Such supervision and coordination would be limited to ensuring routine tasks are performed to required standards. Input into identifying training needs and development of Education Support staff within the work area becomes an important feature at this level. Specialised support to achieve specific outcomes becomes a feature at this level e.g. managing a school office under the direction of the principal or another senior manager.

A position may provide support to teachers and students that is beyond the routine support provided at ES 1 Range 1. Assisting teachers with the coordination of a support function, such as directing/organising the work of other support staff or providing a specialist support role. Positions at this level can undertake medical intervention support tasks or other specialised student/teacher support roles that require specific training that must be updated from time to time. Such specialised roles are distinguished at this level by the dedication of that role for that purpose and the accountability that goes with that responsibility as opposed to support roles that are carried out by a range of staff performing routine tasks under direction.

Technical roles will undertake 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 within the limits of clear guidelines. Routine technical support in libraries and science and IT laboratories would be typical examples.

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

Dimensions of Work

Student/Teacher Support	Administrative	Technical	Professional Services
<ul style="list-style-type: none"> • Provide co-ordination support to teachers and educational programs, such as: <ul style="list-style-type: none"> (i) Rosters and organises the work of a team of aides (ii) Provides routine supervision, guidance and support to other student support staff at ES 1 Range 1: (iii) Liaises with external providers of support 	<ul style="list-style-type: none"> • Co-ordinate, organise and determine work priorities within a clearly defined functional area e.g. school office • Ensure the efficient operation of the work area within the regular direction of senior management • Obtain cooperation amongst staff within the work area and supervise the performance of tasks 	<ul style="list-style-type: none"> • Apply technical and/or scientific principles to enable the performance of a variety of inter-related technical tasks • Application of specialised knowledge is confined to a specific functional area e.g. science laboratory, IT support, library • Provide specialised knowledge that is relied upon 	<p>N/A</p>

SCHEDULE 3

Student/Teacher Support	Administrative	Technical	Professional Services
<p>services about clearly defined support needs and resources</p> <p>(iv) Conducts routine presentations to parents to assist teachers in communicating objectives and outcomes relating to educational programs and/or students</p> <ul style="list-style-type: none"> • Provide medical intervention support to a student/s, provided that: <ul style="list-style-type: none"> (i) The student/s has a specific medical condition that requires assistance; (ii) The support relates to a specific medical condition identified by the Employer under its Disability and Impairment funding support policy; (iii) The support needed requires specialised training/instruction in the tasks to be performed; (iv) The position has a clearly defined responsibility for the administration of such support; <i>and</i> (v) The position requires regularly refreshing of the training/instruction relevant to the medical procedure 	<ul style="list-style-type: none"> • Obtain cooperation of other school staff for the purpose of achieving the objectives of the work area • Support financial and budgetary processes by: <ul style="list-style-type: none"> (i) ensuring the availability of system generated financial reports; (ii) appropriate recording of payments and receipts • Coordinate the preparation of school circulars, newsletters and other routine school communication • Ensure confidentiality of records is maintained • Manipulate data/information and prepare documentation/basic reports • Responsible for modifying work practices and procedures within the work area to meet routine operational requirements e.g office management tasks 	<p>to deliver support services, under direction, e.g. information technology and technical support in science laboratories and libraries</p> <ul style="list-style-type: none"> • May supervise a small project team providing technical support to a school/s • Conduct training and/or instruction in respect to technical systems or scientific processes • Prepare experiments or use of equipment and conducts demonstrations, where required, under the supervision of a teacher • Undertake relevant occupational health and safety requirements and, where necessary, risk assessments within the relative work area 	

ES 2 Range 3

General

Positions at this point are distinguished by the level of management responsibility and/or accountability for the delivery of professional support services. Positions will impact beyond the work area or professional field to the extent it needs to obtain cooperation of all staff members or members of the school community to achieve specific objectives, such as in school administration, operational or educational programs. Direction on targets and goals is provided but the position will have some degree of latitude in determining how they are achieved. This latitude will generally be limited by standard procedures and school policy.

The provision of business management services becomes a feature at this level. Management of staff to achieve the expected outcomes required by senior management will be a key responsibility, although in some circumstance it may be a specialised role. Staff management issues will be resolved at this level with minimal reference to senior management, although guidance will be required in more complex areas. Senior management will be provided with timely reports and advice, although this will generally be confined to matters relating to the immediate work area, service provision or educational program and is unlikely to impact substantially on whole of school operations. Guidance will be necessary where issues fall outside the normal scope of the position.

This is the minimum level for positions that carry a mandatory qualification requirement of not less than four years. Professional student support positions become a feature at this level (e.g. therapists, psychologists) where standard professional services are delivered. Professional support and guidance will be close at hand.

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

Dimensions of Work

Student/Teacher Support	Administrative	Technical	Professional Services
N/A	<ul style="list-style-type: none"> • Distinguished from ES 1 Range 2 by the level of management responsibility for the work area that will have a greater impact on school administration and operations • Objectives and directions are clear, but there is a greater level of autonomy in determining the approach • A greater emphasis on the management of others to 	<ul style="list-style-type: none"> • Manage a school science laboratory where a variety of tests are undertaken, including activities that are not routine and techniques that are not standard • Prepare management plans in regard to the technical support provided • Manage the flow of information to staff and students to ensure appropriate awareness of 	<ul style="list-style-type: none"> • The minimum level for positions that carry a mandatory tertiary qualification (minimum 4 years) • Provide standard professional services independently within defined organisational parameters • Provide operational leadership and strategic planning in respect to professional service delivery

SCHEDULE 3

Student/Teacher Support	Administrative	Technical	Professional Services
	<p>achieve the objectives of the work area</p> <ul style="list-style-type: none"> • Manage and direct the preparation of annual budgets and regular financial statements and contribute to financial decision making • Coordinate a range of functions, such as finance, human resources and other support areas that contributes significantly to the business management function within the school • Adapt the way work is organised and modify existing practices within precedent and established methods. • With broad direction manage the delivery of administrative and operational objectives • Manage the delivery of a particular service (e.g. finance, library) 	<p>technical operations and safety</p> <ul style="list-style-type: none"> • Advise teachers and students on aspects of information technology and use in the school • Investigate and report on the efficiency and effectiveness of system design • Conduct training and instruction to school colleagues within the technical field • Regularly interact with a range of external or internal clients to provide advice or specialist information 	<ul style="list-style-type: none"> • Influence management and other professional colleagues in respect to strategies • Provide complex professional reports requiring in-depth factual analysis, including assessments and recommendations for consideration by others • Conduct training and instruction to school colleagues within the professional field • Provide standard clinical professional services to students within the parameters of school policy and guidelines

ES 2 Range 4

General

Position has a broader management responsibility, particularly in the areas of finance, human resource and other support functions. May have responsibility for management of a range of functions under a wide range of conditions to achieve the objectives set out in the school charter. These objectives will, generally, be clearly defined; guidelines will be broad and day-to-day direction minimal. Would generally only operate in a school or schools that provide the necessary size and complexity to warrant a position at this level. Management responsibility extends to ensuring appropriate support levels are maintained across the school. Generally the position provides key support and timely advice to the leadership team and school council and undertakes effective liaison with the general school community, the Department and other government agencies and service providers.

As a provider of professional services within a particular field there will be a high level of independence and accountability for the delivery of professional services and achievement of objectives at this level.

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

Dimensions of Work

Student/Teacher Support	Administrative	Technical	Professional Services
N/A	<ul style="list-style-type: none"> • Coordinate delivery of a range of support services across a school/s involving a range of functional areas • Determine work priorities, schedule and approach within overall school and management policy • Manage the school/s budget involving liaison with school staff and senior management to ensure budget targets are met • Reference to senior management will generally only occur where there is a need to clarify policy, priorities or broad objectives prior to making 	<ul style="list-style-type: none"> • Manage the development and effective operation of the computer systems within a school/s where there is a high degree of complexity (e.g. significant size, multi-campus, integration of several functional areas) and importance to the educational objectives to be achieved • Involves a level of responsibility and accountability that would impact on school functions and/or projects that would significantly affect school operations and/or support for educational outcomes. For example, in the area of school 	<ul style="list-style-type: none"> • Manages the delivery of a professional support service/s in a school/s, including the development of policy and operational practices that will guide the work of others, including teachers • Provides expert advice in the professional field, which will influence the strategic approach to student support and learning • Makes decisions on complex intervention strategies that may have significant consequences for clients and their families • Provides leadership, training and development for others in

SCHEDULE 3

Student/Teacher Support	Administrative	Technical	Professional Services
	<p>appropriate decisions.</p> <ul style="list-style-type: none"> • Negotiate and manage straightforward contracts and service agreements • Interpret and analyse data to inform and provide authoritative advice to senior management • Act on behalf of the leadership team in the delivery of client services • Advice and recommendations have significant influence on senior management and the development of school policy 	<p>laboratories, libraries and IT the position would provide expertise and leadership in policy development that guides the work of others, including teachers.</p> <ul style="list-style-type: none"> • Formulate and supervise experimental and professional development programs for colleagues or other staff involved in the scientific or technical field 	<p>the adaption and application of professional fields</p>

ES 2 Range 5

General

Within established educational, business and operational objectives, and as a member of the leadership team, is accountable for the development and delivery of key services. The position provides a range of services and/or undertakes the analysis of complex problems that form part of the policy framework. A school or group of schools would need to have the necessary diversity and complexity to support a position at this level. Management of a major school or district initiative, project or Department targeted strategy would be an indicator depending on the breadth of the management responsibilities.

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

Dimensions of Work

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

SUPPORTED WAGE SYSTEM

4.1. This clause 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 clause, the following definitions will apply:

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

4.2. *Eligibility criteria*

- (1) Employees covered by this clause 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 clause does not apply to any existing employee who has a claim against the Employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.
- (3) This clause does not apply to the Employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act*, or if a part only has received recognition, that part.

4.3. *Supported wage rates*

- (1) Employees to whom this clause applies shall 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 shall be not less than \$61 per week.
- (3) Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

4.4. *Assessment of capacity*

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

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

4.5. *Lodgement of Assessment instrument*

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

4.6. *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 shall be in accordance with the procedures for assessing capacity under the supported wage system.

4.7. *Other terms and conditions of employment*

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

4.8. *Workplace adjustment*

The Employer wishing to employ a person under the provisions of this clause shall 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.

4.9. *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 clause 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 shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (3) The minimum amount payable to the employee during the trial period shall be no less than \$61 per week.

- (4) Work trials should include induction or training as appropriate to the job being trialled.
- (5) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 4.4 hereof.