

## Title

1 This agreement shall be known as the Victorian Government Schools Agreement 2008.

## Arrangement

2 This agreement is arranged as follows:

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## Incidence and Parties Bound

3 (1) The agreement shall apply to and be binding upon:

- the State of Victoria;
- the Australian Education Union; and
- all persons employed in government schools in the State of Victoria as an executive class officer, principal, assistant principal, liaison principal, teacher or paraprofessional under Part 2.4 of the *Education Training and Reform Act 2006 (Vic)*.

(2) In view of the remuneration and benefits provided under this Agreement, 'protected award conditions', within the meaning of the *Workplace Relations Act 1996 (Cth)*, are excluded from the operation of this Agreement. Protected award conditions are provisions in any award, which might otherwise apply to the employee's employment, that relate to the following matters: rest breaks, incentive-based payments and bonuses, annual leave loadings, public holidays and days in substitution thereof, monetary allowances, overtime and shift loadings, penalty rates, and other matters prescribed by the *Workplace Relations Act 1996 (Cth)*.

### No Further Claims

- 4 (1) This workplace agreement is made in settlement of all claims arising from the union's log of claims of December 2006. 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 December 2011.
- (2) Provided that in the event a successor agreement is not agreed by 31 December 2011 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 January 2012.

### Date and Period of Operation

- 5 (1) This agreement will commence to operate on the seventh day after the date of the notice from the Workplace Authority notifying that the agreement has passed the no disadvantage test and its nominal expiry date will be 31 December 2011.
- (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:

"**accomplished teacher**" means a teacher paid within the range of subdivision A-1 to subdivision A-5;

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

"**classroom teacher**" means a teacher employed as either a graduate teacher, an accomplished teacher or an expert teacher;

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

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

"**Employer**" means 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;

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

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

"**expert teacher**" means a teacher paid within the range of subdivision E-1 to subdivision E-4;

"**face-to-face teaching**" in relation to a particular teacher means regular rostered teaching sessions in a documented course of study approved by the Employer only for which course the teacher has primary responsibility for educational delivery and includes sessions of direct student instruction rostered or required by the Employer –

- for curricular or pastoral functions involving student supervision, student counselling and consultation; or

- in the case of a teacher librarian, for student contact and consultation in a library;

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

"**graduate teacher**" means a teacher paid within the range of subdivision G-1 to subdivision G-2

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

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

"**paraprofessional**" means a person who has not completed an approved course of teacher training who has been granted permission to teach under the *Education and Training Reform Act 2006 (Vic)*, or its successor, and who performs the duties of a teacher or any other person employed to assist teachers in the performance of their duties;

"**primary school**" means a government school for year levels in the range preparatory to 6;

"**primary teacher**" means a teacher appointed primarily to instruct students in preparatory year to Year 6;

"**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;

"**secondary school**" means a government school for year levels in the range 7 to 12;

"**secondary teacher**" means a teacher appointed primarily to instruct students in Year 7 to Year 12;

"**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;

"**teacher**" means a leading teacher, expert teacher, accomplished teacher or graduate teacher employed in the Teaching Service and where relevant, a paraprofessional;

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

"**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**" means the Australian Education Union Victorian Branch.

Where this agreement makes provision for and in respect of a teacher the provision shall, unless inconsistent, apply to a paraprofessional.

## 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 union 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 teacher quality.
  - (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 under-performing 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.

## Commitments

- 9 Increasing the educational attainment of all Victorian children requires a commitment to support teachers 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. The commitments set out below reflect the centrality of teacher practice in improving school performance and student outcomes. The knowledge base of teachers about high quality instruction and the intellectual rigour and quality of the content students are exposed to will ultimately determine the quality of outcomes achieved by the system. 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 Early Childhood Development and School Reform 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.

### **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 principal's responsibility, as the Employer's representative, to make school based decisions is carried out in a framework that enables staff to have input into the decisions that affect their working life.
- (2) The principal, as the Employer's representative, has ultimate administrative and operational responsibility for decisions at the school 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 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 the Employer who shall determine whether, in the particular circumstances, agreed arrangements can be implemented or the arrangements set out in subclause (d) are to apply.
- (d) Where it is determined under subclause (c) that agreed consultative arrangements cannot be implemented in any particular school the following consultative arrangements 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 determined by the union 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
  - the planning and organisation of the program of instruction in the school
  - organisation of work including the face to face teaching requirements
  - organisation of work of graduate teachers in their first twelve months of teaching
  - organisation of classes including class sizes. In determining class sizes, staff or the union at the school may provide the principal, as the Employer's representative, with alternatives and, following consultation, staff or the union at the school may request that the principal provide reasons in circumstances where the principal, as the Employer's representative, determines class sizes in excess of the planning guidance set out in clause 23(3)
  - 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.

#### *Principal Consultation*

- (8) (a) The morale and job satisfaction for principals is enhanced where their views are taken into account by the Employer, where possible before decisions are made, which significantly impact on their work.
- (b) The Employer has ultimate administrative and operational responsibility for systemic decisions and that principals, as the Employer's representative, are responsible for the implementation of these decisions at the school level.
- (c) In consulting principals under subclause (a) the Employer will:
- (i) advise the affected principals as soon as practicable of major changes in programs or new initiatives that are likely to have a significant impact on their work
  - (ii) advise the affected principals of the likely effects on their work

(iii) regularly consult with affected principals and give consideration to matters raised by the principals,

provided that the Employer shall not be required to disclose confidential information.

(9) Assistant principals will be consulted in accordance with the school based consultative arrangements set out in subclauses (1) to (7).

#### *Grievances*

(10) The Employer shall determine procedures for the resolution of grievances arising from decisions on matters set out in subclause (6).

### **Classification structure**

12 The classification structure will incorporate the following key features:

- (1) Three classification levels for principal positions with six remuneration ranges including the capacity for the Employer to vary the remuneration range of an individual principal position in recognition of the difficulty of the task in a school that requires significant improvement.
- (2) Two classification levels for assistant principal positions, with four remuneration ranges.
- (3) Three classification levels for liaison principal positions with six remuneration ranges.
- (4) Appointment to principal class and leading teacher positions tenured for up to five years.
- (5) One classification level of leading teacher. Leading teachers will be outstanding classroom teachers and undertake leadership and management roles.
- (6) One classification level of classroom teacher with three salary ranges - graduate, accomplished and expert. The primary focus of the expert teacher will be high quality instruction, engagement in ongoing professional learning, acting as a role model, mentor and coach to other teachers and facilitator of the professional learning needs of others. The primary focus of the accomplished teacher is on the planning, preparation and teaching of programs to achieve specific student outcomes. The primary focus of the graduate teacher is on further developing skills and competencies needed to become an effective classroom practitioner with structured support and guidance from more experienced teachers.
- (7) The introduction of a new salary subdivision at the top of the expert teacher range (subdivision E-4).
- (8) 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.
- (9) The capacity for a classroom teacher or leading teacher to be accelerated through the classroom teacher salary range or through the leading teacher salary range respectively.
- (10) The introduction of an executive class.
- (11) The introduction of a paraprofessional class.
- (12) Movement from any classification level to any higher classification level will be by promotion.

13 (1) The classification structure in Victorian Government Schools will be as follows:

*Executive Class*

*Principal Class*

- principal
- assistant principal
- liaison principal

*Teacher Class*

- leading teacher
- classroom teacher (expert, accomplished and graduate)

*Paraprofessional class*

- Level 4
- Level 3
- Level 2
- Level 1

(2) Employees will translate to the revised classification structure as set out in Schedule 3.

(3) (a) On commencement of this agreement employees shall be paid the following lump sum amount:

<b>Former Classification</b>	<b>Lump Sum</b>
Principal class	\$2,000
Leading Teacher Range 2	\$1,500
Classroom Teacher	
Subdivision E-3a	\$1,000
Subdivision E-3	\$1,000
Subdivision A-5	\$1,000
Subdivision A-4	\$1,000
Subdivision A-3	\$1,000
Subdivision A-2	\$1,000
Subdivision A-1	\$1,000
Subdivision G-4	\$1,000
Subdivision G-3	\$1,000

(b) The lump sum specified in the table in subclause (a) 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.

(c) Notwithstanding subclause (a) an employee absent on leave without pay at the date of commencement of this agreement will be paid the relevant lump sum on resumption.

### *Executive Class*

- 14 The objective of the introduction of the executive class in the Victorian Teaching Service is to attract talented and high performing principals into areas of need by taking on major roles such as mentoring principals and turning around under performing schools. Executive class employment will provide the opportunity to recognise and reward the difficulty and complexity of work required in very challenging environments. Persons employed within the executive class have coverage under this agreement with their terms and conditions set by contract.

### *Principal Class*

- 15 (1) (a) The classification level for each principal position will be determined by the Employer but shall not be less than the classification level determined by the school budget in each of the next four years based on the following budget parameters:

Level	Minimum School Budget			
	2008	2009	2010	2011
1	\$0	\$0	\$0	\$0
2	\$1,219,352	\$1,280,320	\$1,344,336	\$1,411,553
3	\$7,081,627	\$7,435,709	\$7,807,494	\$8,197,869

- (b) The budget parameters used to determine the classification level will be adjusted annually to take account of budget increases which do not add to the work value of a principal position (such as increases in the funded salary average, utility and cleaning costs and general wage increases). During the life of this agreement this adjustment will be 5% per annum.
- (c) For the purposes of the table above, “**school budget**” means the individual school Student Resource Package (SRP) excluding:
- the Department’s superannuation contribution
  - WorkCover premium
  - Commonwealth funds that cannot be anticipated to continue for more than two years
  - Locally raised funds.
- (d) The principal class shall comprise the following classifications:
- principal
  - assistant principal
  - liaison principal
- (e) Principal class officers shall be paid the total remuneration specified in schedule 1.
- (2) An appointment, promotion or transfer to a principal class position shall be for a fixed period not exceeding five years. A principal class officer whose appointment is not renewed shall be appointed to the following classification level for the period specified:
- (a) if the remuneration of the principal class officer is at or above the second classification level specified in schedule 1, the person shall be appointed as an assistant principal and paid within the first classification level as specified in schedule 1, for a period of three years;

- (b) if the remuneration of the principal class officer is in the first classification level specified in schedule 1, the person shall be appointed as a leading teacher for a period of three years.

*Commencement salary on employment*

- (3) Unless otherwise determined by the Employer, a principal class officer will commence employment at the minimum remuneration as set out in schedule 1 for the classification level that was advertised.

*Remuneration review*

- (4) The remuneration and/or the classification level of a principal class officer will be reviewed each year in the context of any changes to the work value of the position and the performance of the principal class officer.

- (5) A remuneration review under subclause (4) may result in:

- (a) movement to a higher remuneration within the principal class officer's current classification level;
- (b) movement to a higher or lower classification level or remuneration range; or
- (c) no change,

provided that the classification level cannot fall below the classification level or remuneration range determined on appointment to that position.

- (6) On movement to a higher classification level within the principal class following a review under subclause (4), a principal class officer's remuneration shall be determined in accordance with one of the following:

- (a) the minimum remuneration level of the higher classification level or remuneration range or the principal class officer's current remuneration level, whichever is the higher; or
- (b) such higher rate as determined by the Employer.

- (7) Provided that the remuneration determined in accordance with subclauses (4), (5) or (6) cannot exceed the maximum remuneration level specified in schedule 1 for the relevant classification level.

*Remuneration on transfer or promotion*

- (8) On movement to a higher classification level a principal class officer's remuneration shall be determined in accordance with one of the following:

- (a) the minimum remuneration level as set out in schedule 1 of the higher classification level or the principal class officer's current remuneration level whichever is the higher; or
- (b) such higher rate as determined by the Employer,

provided that the remuneration determined in accordance with this subclause cannot exceed the maximum remuneration level specified in schedule 1 for the relevant classification level.

- (9) A principal class officer transferred to a position at a classification level the same as the principal class officer's classification level immediately prior to the transfer shall be paid at the same remuneration level provided that the remuneration determined cannot be more than the maximum remuneration of the relevant classification level as set out in schedule 1.

- (10) A principal class officer transferred to a position at a classification level lower than the principal class officer's classification level immediately prior to the transfer shall be paid a remuneration level determined by the Employer. Provided that the remuneration determined in accordance with this subclause cannot exceed the maximum remuneration level specified in schedule 1 for the relevant classification level or remuneration range.
- (11) On promotion to a principal class position an employee shall be paid at the minimum remuneration specified for the position in schedule 1. Provided that, where prior to the effective date of promotion, 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 shall be as set out below:

Period of service at the higher level	Remuneration subdivision
Less than 12 months	minimum
12 months in the previous 24 months	first subdivision
24 months in the previous 48 months	second subdivision

*General*

- (12) A principal class officer promoted, transferred or appointed to a position shall be paid from the effective date of the promotion, transfer or appointment as the case may be. Provided that if a principal class officer changes his or her time fraction, other than by promotion, transfer or appointment the change in proportionate remuneration shall commence from the date of effect of the changed time fraction.
- (13) If a principal class officer is engaged in full-time duties not connected with the school to which he or she is appointed, the Employer may determine the principal class officer's remuneration, provided the remuneration is not less than that prescribed in his or her substantive range or level.
- (14) Notwithstanding subclause (1), the Employer may determine the remuneration of any principal class officer for whose circumstances no provision is made.
- (15) A principal class officer who considers his or her work to be excessive or unreasonable, within the terms of this agreement, may refer the matter for resolution in accordance with the grievance procedures in clause 11(10) to examine the factors affecting his or her work to determine whether the work is excessive or unreasonable.

*Performance Assessment*

- (16) (a) The performance of a principal class officer will be assessed annually based on demonstrated achievement against school priorities and Departmental criteria. Relevant data will be used.
- (b) The remuneration progression cycle will be common to all principal class officers commencing on 1 May each year and concluding on 30 April in the following year. A performance assessment will be undertaken at the end of each remuneration progression cycle.
- (c) A principal class officer with less than four months eligible service in any particular progression cycle will not be eligible for remuneration progression.
- (17) (a) When it is considered that a principal class officer'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 principal class officer's performance to the required standards. It is important that a principal class officer be given opportunity and appropriate support to improve his or her performance. The assessment of the principal class officer must be made against the standards of work and conduct expected of that person at their level in the school.

- (b) Notwithstanding subclause (16), remuneration progression will be deferred during any period that a principal class officer is the subject of unsatisfactory performance procedures.

**Teacher Class**

16 (1) The teacher class shall comprise the following classifications:

- leading teacher
- classroom teacher (expert, accomplished and graduate)

- (2) Leading teachers and classroom teachers shall be paid the salaries specified in schedule 1.
- (3) Advancement from *graduate teacher* to *accomplished teacher* shall be subject to the teacher satisfying the requirements of an *accomplished teacher*. The Employer's decision to advance a *graduate teacher* to *accomplished teacher* will be subject to the teacher demonstrating that the requirements have been met.
- (4) Advancement from *accomplished teacher* to *expert teacher* shall be subject to the teacher satisfying the requirements of an *expert teacher*. The Employer's decision to advance an *accomplished teacher* to an *expert teacher* will be subject to the teacher demonstrating that the requirements have been met.
- (5) (a) Subject to subclause (5)(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. Relevant data will be used.
- (c) The salary progression cycle will be common to all teachers commencing on 1 May each year and concluding on 30 April in the following year. A performance review will be undertaken at the end of each salary progression cycle.
- (d) Notwithstanding subclause (f), a teacher with less than four months eligible service in any particular progression cycle will not be eligible for salary progression.
- (e) A graduate teacher who commences employment at subdivision G-1 prior to 1 May in any year shall be paid a lump sum on progression to G-2 in the following year as set out below:

Commencement on or before	Lump sum payment		
	2009	2010	2011
1 January	\$0	\$0	\$0
1 February	\$375	\$385	\$395
1 March	\$250	\$257	\$264
1 April	\$125	\$128	\$132

- (f) Where the requirements for salary progression are not met, salary progression will not occur for that progression cycle provided that the teacher has been:
- (i) notified in writing of:
- the standards of performance that are expected;
  - the areas of the teacher's performance that do not meet the required standards;

- the consequences of continued or repeated failure to meet these standards; and
  - (ii) given the opportunity to enable improvement in performance to the required standard;
  - (g) If the notice under subclause (f)(i) is issued on or after 1 February (in respect of a teacher with six or more months eligible service in that cycle) or 1 April (in respect of a teacher with less than six months eligible service in that cycle) salary progression in that cycle must be granted.
  - (h) A teacher may be considered for accelerated salary progression within their school in accordance with procedures determined by the Employer.
- (6) An appointment, promotion or transfer to a leading teacher position shall be for a fixed period not exceeding 5 years. At the expiration of the term of the position a teacher shall become an *expert teacher* within the school at salary subdivision E-4 level unless:
- (a) his or her tenure as a leading teacher is renewed; or
  - (b) he or she obtains a transfer or promotion to another position.
- (7) (a) When it is considered that a teacher'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 teacher's performance to the required standards. It is important that a teacher be given opportunity and appropriate support to improve his or her performance. The assessment of the teacher must be made against the standards of work and conduct expected of that person at their level in the school.
- (b) Notwithstanding subclause (5) salary progression will be deferred during any period that a teacher is the subject of unsatisfactory performance procedures.

*Commencement salary on employment*

- (8) For the purposes of this clause "**approved teaching experience**" means completed years of full time or equivalent full time teaching experience approved by the Employer and gained subsequent to completion of an approved course of teacher training.
- (9) Unless otherwise determined by the Employer, a leading teacher will commence employment at the minimum leading teacher salary level specified in schedule 1.
- (10) The commencing salary on employment as a classroom teacher shall be determined in accordance with subclause (a), (b) or (c), whichever results in the higher commencing salary as follows:
- (a) subdivision G-1 as stated in schedule 1, provided that:
    - (i) the commencing salary of a teacher commencing in an accomplished teacher position will be subdivision A-1 as stated in schedule 1;
    - (ii) the commencing salary of a teacher commencing in an expert teacher position will be subdivision E-1 as stated in schedule 1;
  - (b) the current equivalent of the salary subdivision as stated in schedule 1 received by the teacher on the last day of his or her most recent employment as a teacher in the Teaching Service. Provided that where the salary in the former employment in the Teaching Service was determined incorrectly or is inconsistent with normal salary progression for a classroom teacher, the teacher's commencing salary will be determined in accordance with subclause (c); or

- (c) salary subdivision G-1 plus a salary subdivision for each year of approved teaching experience up to a maximum of subdivision E-3.
- (11) Notwithstanding subclauses (9) or (10), the Employer may determine that a teacher shall commence at a subdivision other than the minimum.
- (12) The commencing salary determined in accordance with subclause (11) cannot be less than the salary determined under subclauses (9) or (10), and cannot exceed the maximum salary specified in schedule 1 for the relevant classification of teacher.

*Salary on Promotion or Transfer*

- (13) On promotion a teacher shall be paid at the minimum salary specified for the position in schedule 1. Provided that, where prior to the effective date of promotion, the teacher had been in receipt of salary (including any higher duties allowance) at or above the minimum salary of the higher position, the salary on promotion shall be as set out below:

Period of service at the higher level	Salary subdivision
Less than 12 months	minimum
12 months in the previous 24 months	first subdivision
24 months in the previous 48 months	second subdivision

- (14) On transfer a teacher shall be paid at his or her current salary subdivision or the minimum commencing salary of the salary range of the position whichever is the higher. Provided that:
  - (a) the salary of a teacher whose salary has been accelerated in accordance with subclause (5)(h) shall be the salary subdivision that would have applied had acceleration not been approved;
  - (b) the salary of a leading teacher transferred to a position at a lower classification level shall be the salary subdivision determined as if all of the leading teacher's service at or above that lower classification level had been at that lower salary classification level.
- (15) The salary determined in accordance with subclause (13) or (14) cannot exceed the maximum salary of the position.

*General*

- (16) A teacher promoted, transferred or appointed to a position shall be paid from the effective date of the promotion, transfer or appointment as the case may be. Provided that if a teacher changes his or her time fraction, other than by promotion, transfer or appointment the change in proportionate salary shall commence from the date of effect of the changed time fraction.
- (17) The Employer may determine the salary and/or salary range of any teacher for whose circumstances no provision is made.

***Paraprofessional Class***

17 (1) The paraprofessional class shall comprise the following classifications:

- Level 4
- Level 3
- Level 2
- Level 1

(2) Paraprofessionals shall be paid the salaries specified in schedule 1.

- (3) (a) Subject to subclause (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. Relevant data will be used.
- (c) The salary progression cycle will be common to all paraprofessionals commencing on 1 May each year and concluding on 30 April in the following year. A performance review will be undertaken at the end of each salary progression cycle.
- (d) Notwithstanding subclause (e), a paraprofessional 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 paraprofessional has been:
- (i) notified in writing of:
- the standards of performance that are expected;
  - the areas of the paraprofessional's performance that do not meet the required standards;
  - the consequences of continued or repeated failure to meet these standards; and
- (ii) given the opportunity 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 a paraprofessional with six or more months eligible service in that cycle) or 1 April (in respect of a paraprofessional with less than six months eligible service in that cycle) salary progression in that cycle must be granted.
- (g) A paraprofessional may be considered for accelerated salary progression within their school in accordance with procedures determined by the Employer.
- (4) (a) When it is considered that a paraprofessional's performance is unsatisfactory, the unsatisfactory performance procedures determined by the Employer should be implemented. The purpose of the unsatisfactory performance procedures is to improve the paraprofessional's performance to the required standards. It is important that a paraprofessional be given opportunity and appropriate support to improve his or her performance. The assessment of the paraprofessional must be made against the standards of work and conduct expected of that person at their level in the school.
- (b) Notwithstanding subclause (3) salary progression will be deferred during any period that a paraprofessional is the subject of unsatisfactory performance procedures.

*Commencement salary on employment*

- (5) (a) Unless otherwise determined by the Employer, a paraprofessional will commence employment at the minimum paraprofessional salary level specified in schedule 1.
- (b) Notwithstanding subclause (a), the Employer may determine that a paraprofessional shall commence at a subdivision other than the minimum.

- (c) The commencing salary determined in accordance with subclause (b) cannot be less than the salary determined under subclause (a), and cannot exceed the maximum salary specified in schedule 1 for the relevant classification of paraprofessional.

*Salary on Promotion or Transfer*

- (6) On promotion a paraprofessional shall be paid at the minimum salary specified for the position in schedule 1. Provided that, where prior to the effective date of promotion, the paraprofessional had been in receipt of salary (including any higher duties allowance) at or above the minimum salary of the higher position, the salary on promotion shall be as set out below:

Period of service at the higher level	Salary subdivision
Less than 12 months	minimum
12 months in the previous 24 months	first subdivision
24 months in the previous 48 months	second subdivision

- (7) On transfer a paraprofessional shall be paid at his or her current salary subdivision provided that:
- (a) the salary of a paraprofessional whose salary has been accelerated in accordance with subclause (3)(g) shall be the salary subdivision that would have applied had acceleration not been approved.
  - (b) the salary of a paraprofessional transferred to a position at a lower classification level shall be the salary subdivision determined as if all of the paraprofessional's service at or above that lower classification level had been at that lower salary classification level.
- (8) The salary determined in accordance with subclause (6) or (7) cannot exceed the maximum salary of the position.

*General*

- (9) A paraprofessional promoted, transferred or appointed to a position shall be paid from the effective date of the promotion, transfer or appointment as the case may be. Provided that if a paraprofessional changes his or her time fraction, other than by promotion, transfer or appointment the change in proportionate salary shall commence from the date of effect of the changed time fraction.
- (10) The Employer may determine the salary of any paraprofessional for whose circumstances no provision is made.

**Salary packaging**

- 18 (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*

- 19 (1) A special payment may be paid to a teacher:
- (a) for undertaking a task that is additional to the responsibilities that can be required of a teacher 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 principal, as the Employer's representative, and the teacher agree.
- (3) A teacher, who is in receipt of a special payment under subclause 19(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) A teacher who has been in receipt of a special payment on a fortnightly basis for a continuous period of 12 months immediately prior to the commencement of paid leave (including personal leave) and would have continued to receive the special payment but for his or her absence on leave, shall continue to be paid the special payment during the period of paid leave.

### *Salary loading allowance*

- (5) (i) Subject to subclause (iii), an employee is entitled to be paid, on a date determined by the Employer, a salary loading allowance each year equivalent to 17.5 per cent of four weeks of the total salary to which 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.
- (ii) 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 (i).
- (iii) An employee with less than a complete year of service will be paid a pro rata salary loading allowance based on the aggregate of the employee's service over the twelve months preceding the date determined under subclause (i).
- (iv) No payment shall be made in respect of service prior to cessation of employment except where an employee dies or retires on account of age or ill-health.

- (v) For the purposes of subclause (iv) an employee is deemed to retire:
  - on account of age - if on or after attaining the age of 55 years he or she ceases to be employed;
  - on account of ill health - if he or she produces to the Secretary satisfactory evidence that his or her ceasing to be employed is due to ill health which is likely to be permanent.

### Staffing

20 (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 the Teaching Service is ongoing. However some fixed term or casual employment will continue to be necessary. In order to maximise employment opportunities, advertised vacancies are open to qualified applicants both within (fixed term or ongoing) and external to the 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, teachers will be employed ongoing except:

- (i) when a teacher is employed for a fixed period of time to replace a teacher who is absent on leave of twelve months or less, other than family leave;
- (ii) when a teacher is employed for a fixed period of time to replace a teacher who is absent on family leave provided that the teacher will be employed until the teacher she or he is replacing returns to duty. Provided that, where the teacher absent on family leave does not return to duty at the school, the teacher employed to replace the teacher absent on family leave will be offered ongoing employment subject to a probationary period of up to twelve months;
- (iii) when the principal, as the Employer's representative, has good reason to believe that, should a teacher not be employed fixed term, an excess staff situation will arise. This may include predicted enrolment decline determined by the enrolment predictions of the Employer;

- (iv) when a teacher is employed for a fixed period of time to undertake a specific project for which funding has been made available for a specified period of time provided that the vacancy is to be advertised for the duration of that funding;
  - (v) where a fully qualified teacher is not available and a less than fully qualified teacher is employed for a fixed period of time, provided that such employment cannot exceed five years;
  - (vi) any other reason considered appropriate by the Employer.
- (e) In notifying vacancies the Employer will identify the reason for each fixed term vacancy and implement, during the life of this agreement, proactive processes to ensure that fixed term vacancies satisfy the criteria set out in subclause (d).
- (f) For the purposes of subclause (g) an “eligible teacher” means a fixed term teacher employed continuously for longer than 12 months:
- (i) in response to a vacancy advertised for longer than 12 months,
  - (ii) in response to vacancies advertised for 12 months or less resulting in two or more fixed periods of employment; or
  - (iii) in response to an advertised family leave vacancy in the second or subsequent year of that replacement.
- (g) The Employer should offer ongoing employment to any eligible teacher 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 teachers 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 teachers will apply. Where it is unlikely that an excess teacher will be redeployed to a suitable position, other action, including retrenchment, may be considered. The general expectation is that retrenchment will not be considered unless redeployment and retraining opportunities have been explored for a period of longer than twelve months from the date the teacher was declared excess.
- (c) A teacher 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 teacher will be considered ahead of teachers 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 a teacher 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 teacher 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 teachers with priority status ahead of other applicants.

### *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 twelve 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 twelve 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 clauses 15(16), 16(5) and 17(3).

### **Teacher work**

- 21 (1) The parties are committed to ensuring that all students experience high quality teaching and that they are supported to become effective learners. It is important that students are provided with the highest quality learning conditions and that teachers have every opportunity to deliver quality education. The roles and responsibilities that can be required of teachers at their respective levels are set out in schedule 2.
- (2) Class size, preparation and high quality content, correction and assessment are major factors impacting on improving instructional practice. Teachers should have the opportunity to perform all of their duties within a reasonable timeframe and have fair and reasonable conditions and students should have ready access to their teachers. In this context, the work allocated to a teacher should, as far as practicable, provide for an equitable distribution of work across all teachers in the school.
- (3) Teaching and learning is a complex process. Numerous factors contribute to this process including:
- (a) face-to-face teaching;
  - (b) preparation, correction, assessment, meetings, student supervision, reporting and organisational duties;
  - (c) class size, curriculum mix, range of ability and age of students, resources available and facilities;
  - (d) school camps, concerts, excursions and after school sport.

- (4) (a) It is recognised that the allocation of teacher work is managed by the principal, as the Employer's representative, at the school level in accordance with this agreement.
- (b) A teacher cannot be required to undertake face-to-face teaching that exceeds:
- (i) 20 hours per week for a secondary school teacher or 18 hours 40 minutes per week if a teacher supervises sporting activities of students on a structured basis for a period of two hours per week.
  - (ii) 22 hours 30 minutes per week for a primary teacher.
  - (iii) the pro-rata of subclauses (b)(i) to (ii) for a teacher in a P-12 school having regard to the proportion of teaching performed in years P-6 and 7-12 respectively.
- (c) the provisions of subclause (4)(b) operate to the exclusion of any other provisions regulating face-to-face teaching.
- (5) Within the limits set out in subclause (4)(b), the actual face-to-face teaching hours required of teachers in a school shall be agreed using the consultation provisions of this agreement. Where agreement is not reached the allocation of the face-to-face requirements of a teacher should provide the opportunity for the teacher to perform all of her or his required duties within a reasonable timeframe within the following limits:
- (a) In primary schools, the allocation of the face-to-face requirements of a teacher must not exceed the limits set out in subclause (4)(b).
  - (b) In secondary schools, the allocation of the face-to-face requirements cannot exceed an index of 480 (calculated by multiplying the teacher's actual face-to-face hours per week, inclusive of extras, by the number of students in each class) or limits set out in subclause (4)(b). Time allowances shall be included in the index (calculated by multiplying the actual time allowance hours per week by the average number of students in all of the teacher's classes).
  - (c) Where the allocation of the face-to-face teaching hours of a teacher is determined under subclauses (a) or (b) the formula in subclause (7)(c) does not apply.
  - (d) Notwithstanding subclauses (5) and (8), the work of teacher librarians, MARC/MACC teachers, visiting teachers, instrumental music teachers may be varied at the school level through the consultative process with the agreement of the teacher(s) to meet the particular circumstances of that school or network of schools.
- (6) (a) The primary focus of the *graduate teacher* is on further developing skills and competencies needed to become an effective classroom practitioner. It is recognised that ongoing support and development of graduate teachers is critical for the teachers themselves, the schools in which they teach, the communities in which they play a significant role, and for the students whose futures they shape.

(b) To this end, the work allocated to a graduate teacher in their first 12 months of teaching should recognise the need for the graduate teacher to perform all of her or his required duties within a reasonable timeframe and to participate in the necessary induction and development activities designed to assist graduate teachers in their first 12 months. Accordingly, within the resources available to the school, the scheduled duties of a graduate teacher should be reduced by at least 5% over the school week consistent with the allocation of duties at the school level determined in accordance with subclauses (5) and (8). If a teacher is requested to act as mentor for a graduate teacher the principal, as the Employer's representative, should ensure that this role can be undertaken having regard to the total work required of that teacher over the 38 hour week.

(7) Unless otherwise agreed at the school level in accordance with the consultative provisions of this agreement:

(a) replacement or reorganised classes of equivalent time period, which shall not count as an extra, may be assigned to a teacher who loses normal classes for any reason. Such classes may only be assigned within the day normal classes are lost.

In November and December of each year as classes are dismissed, teachers may be allocated replacement classes up to 80% of their timetabled allotment.

(b) Extras shall be considered within the face-to-face teaching maximum as determined in subclause (4)(b) above. Extras should be allocated in an equitable manner, and in the context of total workload of the teacher.

(c) Subject to subclause (b), unless otherwise agreed at the school level, the maximum allocation of replacement classes (extras) to a teacher shall be calculated by the formula:

$$\frac{(23 \text{ less the number of face-to-face teaching periods pw}) \times 42}{2}$$

(8) In addition to face-to-face teaching, teachers may be required to undertake a range of other duties consistent with their classification level. In the distribution of other duties, the following factors are to be taken into account:

(a) as far as practicable, the equitable distribution of other duties within the school;

(b) the relative importance of the various duties to be undertaken;

(c) the time required to perform the duty;

(d) the range and frequency of tasks to be performed;

(e) the classification, qualifications, training and experience of the teacher; and

(f) the preparation and correction requirements.

(9) Where a teacher is required to travel between schools, campuses or annexes on any one day, a time allowance commensurate with the time taken to travel and associated logistical requirements shall be included in the determination of the teacher's total work requirements.

(10) A teacher, who considers his or her work to be excessive or unreasonable within the terms of this agreement, may refer the matter for resolution in accordance with the grievance procedures in clause 11(10) to examine the factors affecting his or her work to determine whether the work is excessive or unreasonable.

### *Allocation of organisational duties*

- (11) (a) In addition to face-to-face teaching, teachers may be required to undertake a range of other duties consistent with their classification level. These other duties may include organisational duties.
- (b) The principal, as the Employer's representative, has responsibility for determining the organisational duties necessary for the efficient running of the school and the time release (if any) and special payment (if any) applicable for each organisational duty. Where it is determined that an organisational duty should attract a special payment the amount of the special payment may be set at different amounts depending on the classification level and range of the teacher undertaking that duty.
- (c) Once this is determined, teaching staff should be provided with the opportunity to express interest in one or more of the organisational duties.
- (d) The principal, as the Employer's representative, has responsibility for identifying the most suitable applicant for each organisational duty using the Employer's merit-based selection process taking into account the requirements of the organisational duty and the qualifications and experience of each applicant.
- (e) The principal, as the Employer's representative, will determine the successful applicant for each organisational duty having regard to the outcome of the merit-based selection process and will offer the organisational duty to that applicant.
- (f) A successful applicant may decline the offer made under subclause (e).
- (g) Should any organisational duty remain unfilled following the process set out in subclauses (a) to (f) the principal, as the Employer's representative, can allocate that duty to any teacher (including a teacher who has declined an offer under subclause (f)) provided the duty is consistent with the roles and responsibilities that can be required of that teacher.

### **Attendance**

- 22 (1) Ordinary hours of duty for full-time employees are 76 hours a fortnight.
- (2) (a) Unless otherwise agreed between the principal, as the Employer's representative, and a teacher, a teacher shall be in attendance for a minimum of seven hours daily commencing no less than ten minutes before the morning pupil instructional session.
- (b) Unless otherwise agreed in accordance with the consultative provisions of this agreement, a schedule of meetings shall be drawn up for the school year, using the consultative provisions of this agreement, which may require teachers to attend meetings of up to two hours per week in addition to the attendance requirements set out in subclause (a), provided that where the meeting is a staff meeting it will be held adjacent to the normal school day and normally will be no longer than one hour.
- (c) A teacher may be required to carry out other duties for up to one hour in addition to the attendance requirements set out in subclauses (a) and (b) above subject to prior consultation and mutual agreement as to the time, date and type of duties to be undertaken.
- (3) (a) Where attendance at a parent-teacher report meeting results in a teacher's attendance in that week exceeding 38 hours, that teacher will be granted time-in-lieu for the hours in excess of 38. Time-in-lieu may be granted in that week or any other week of the school year and is to be granted at a time that causes least disruption to the educational program of that school.

- (b) (i) Subject to subclauses (ii) and (iii), where a teacher has not been granted time-in-lieu that has accrued under subclause (a) by 1 December in a year, that teacher may vary his or her attendance time on any school day prior to the end of that school year equivalent to the time owed.
  - (ii) Variation of a teacher's attendance under subclause (i) is subject to the teacher providing the principal, as the Employer's representative, with not less than three working days notice.
  - (iii) Where the number of teachers seeking to vary their attendance time on the same day would otherwise result in the dismissal of students on that day, the principal, as the Employer's representative, is responsible for determining the timing of the absences to avoid the dismissal of students.
- (4) Within the daily hours of attendance, teachers are entitled to a lunch period of not less than thirty minutes free from assigned duties.

*Part-Time Employment*

- (5) An employee employed part-time is employed to work an agreed number of regular hours less than 76 hours a fortnight.
- (6) The time fraction of an employee employed part-time shall be fixed and constant over a normal fortnightly period.
- (7) An employee employed part time and the principal, as the Employer's representative, shall consult regarding the days and times of attendance, including any arrangements regarding attendance at parent-teacher meetings on days other than normal days of attendance.
- (8) With the exception of arrangements agreed under subclause (7):
- (a) a teacher who works 0.4 to 0.6 time fraction cannot be required to attend for duty on more than three days per week;
  - (b) a teacher who works 0.7 to 0.8 time fraction cannot be required to attend for duty on more than four days per week.
- (9) 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.

*Release to attend interview*

- (10) (a) An employee is entitled to be released from duty for the period required to attend an interview for an advertised position in a Victorian government school.
- (b) The principal of the school that has the vacancy and the employee will take all reasonable steps to ensure the timing of any release under subclause (a) occurs at a time that avoids or minimises the need to provide a replacement employee during the period of release.
  - (c) Any release under subclause (a) shall be regarded as authorised duty for the purposes of clause 25(1) (reimbursement of expenses).

### Class size

- 23 (1) The principal, as the Employer's representative, shall use the consultation provisions of this agreement when considering the class sizes in a school.
- (2) It is recognised that there are varied forms of teaching arrangements (including practical classes, team teaching and lecture tutorials) and different structural options, (including P-12 arrangements, senior school arrangements and senior campuses) that optimise student learning opportunities. In addition, the organisation of teaching should provide and maintain, so far as is practicable, a working environment that is safe and without risks to health.
- (3) In this context, and within the fixed resources provided to schools and the physical facilities schedule, class size should be planned on the minimum possible subject to clause 11(6). Provided that class sizes should be planned generally on the following basis:
- (a) P to 6 - an average of 26 provided that the average class size of 21 at P-2 is maintained;
- (b) 7 to 12 – groups of up to 25 students.

### *Practical class sizes*

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

### *ESL classes*

- (5) Schools should plan for the minimum ESL class sizes possible given available resources, the educational needs of the students and the total teaching program.

### Leave

24 For the purposes of this clause:

- "**certificate in lieu**" means a certificate issued by a person registered to practice as a dentist, physiotherapist, chiropractor, osteopath, optometrist, psychologist or other health professional approved by the Employer;
- "**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 duly qualified medical practitioner;
- "**required document**" means a medical certificate or a certificate in lieu or, if it is not reasonably practical for an employee to provide a medical certificate or a certificate in lieu, 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) 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.

*Personal Leave*

- (3) Personal leave may be accessed in the event an employee is absent:
  - (a) due to personal illness or injury; or
  - (b) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- (4) An employee will be credited with 114 hours (15 days for a full time employee) personal leave on full pay on commencement of employment and 114 hours (15 days for a full time employee) personal leave on full pay for each year of service thereafter which 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.
- (5)
  - (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 (17)(k), 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.
- (6) 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).
- (7)
  - (a) Applications for personal leave must be supported by a required document.
  - (b) A required document in respect of personal leave for injury or illness must state that the employee is unfit for duty for the period of leave.

- (c) A required document in respect of personal leave for carer's purposes must state that the immediate family or household member requiring care and support is suffering from an illness which requires care by another.
- (8) Notwithstanding subclause (7) and unless otherwise approved by the Employer:
- (a) up to 38 hours (five days for a full time employee) personal leave 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.
- (9) 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.
- (10) (a) Subject to subclauses (7) and (8), a casual employee is entitled to not be available to attend work, or to leave work:
- (i) if they need to care for members of their immediate family or household who are sick 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 (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.
- (11) (a) Where the Employer reasonably believes that an employee's state of health may make him or her a danger to other employees or persons at the workplace, the Employer may require the employee to absent himself or herself from duty on personal leave until a medical practitioner approved by the Employer examines the employee and provides a report to the Employer.
- (b) If the medical report discloses that the employee is unfit for duty, the employee 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).

*War service sick leave*

- (12) (a) For the purposes of this subclause;
- (i) “**accepted war-caused disability**” means accepted by the Department of Veterans Affairs as being a war caused disability;
  - (ii) “**served in the war**” unless the context otherwise indicates means service in warlike operations in Vietnam after 31 July 1962.
- (b) An employee who served in the war and 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*

- (13) (a) If an employee sustains personal injury arising out of or in the course of, the employee’s employment in circumstances which under the *Accident Compensation Act 1985 (Vic)* requires the Employer to notify the Accident Compensation Commission of such injury, and the Employer or Commission admits liability to make weekly payments for injury or the Accident Compensation Commission or Tribunal orders that weekly payments be made, such employee shall, apart from any personal leave which may be standing to his or her credit, be granted leave on full pay, less the amount paid by way of weekly compensation under the *Accident Compensation Act 1985 (Vic)* during the incapacity.
- (b) Except where the Employer approves, no leave 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*

- (14) (a) Where a medical practitioner approved by the Employer certifies that an employee has contracted an illness as a direct result of exposure to a prescribed infectious disease (other than poliomyelitis, or pulmonary tuberculosis or infectious hepatitis) during the course of the employee’s duties, the employee may be granted up to three months leave with full pay without deduction from the employee’s personal leave credits for the period the employee is unfit for duty.
- (b) Where a medical practitioner approved by the Employer certifies that an employee has contracted poliomyelitis, pulmonary tuberculosis or infectious hepatitis as a direct result of exposure during the course of the employee’s duties, the employee may be granted up to six months leave with full pay and six months leave on half pay. Any leave so granted in excess of the employee’s personal leave credits shall not be regarded as a debit against the employee. On resumption of duty, such employee shall be entitled to a total initial sick 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*

- (15) 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*

- (16) 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*

- (17) (a) An employee is entitled to be absent from duty for up to a total of seven years following, or in conjunction, with the birth or adoption of one or more children comprising one or more of the following forms of leave:
- Maternity leave
  - Adoption leave
  - Partner Leave
  - Family leave
  - Long service leave
- (b) Any period of long service leave granted during a parental absence will extend the maximum period of parental absence available under subclause (a).
- (c) Subject to subclause (d), a parental absence may commence at any time after an employee submits satisfactory medical evidence that she is pregnant or, in any other case, at any time after the birth or adoption of the child.
- (d) Unless otherwise approved by the Employer, an employee who is pregnant is required to absent herself from duty for the period:
- (i) six weeks before the expected date of birth of her child until six weeks after the actual date of her confinement; or
  - (ii) six weeks from the date of her confinement if she is confined earlier than six weeks before the expected date of birth of her child.
- (e) The Employer must permit an employee to attend for duty during any part of the period stated in subclause (d) provided that:
- (i) the employee will be fit to perform their normal duties for the relevant period (proof of which is to be by medical certificate supplied by the employee); and
  - (ii) the attendance sought by the employee is at a time employees ordinarily attend for duty.

- (f) A particular parental absence cannot extend beyond the seventh birthday of the child for whom the absence has been granted provided that:
  - (i) the absence may be extended if this is necessary to permit resumption on the first school day of the following term;
  - (ii) the Employer may allow an employee a further parental absence in the event of any subsequent confinement.
  
- (g) 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) each employee is entitled to a parental absence of seven years;
  - (ii) only one parental absence may be taken per employee per child;
  - (iii) excluding adoption leave and partner leave, both employees may not be absent at the same time and the absences must be contiguous.
  
- (h) An employee may return to duty after a parental absence:
  - (i) six weeks following the birth or placement of a child or the expiration of maternity leave if written notice of intention to return is given to this effect prior to commencement of the absence; or
  - (ii) on the first day of any term if written notice of intention to return is given by 1 November in the year preceding the intended date of return; or
  - (iii) at such other time as the Employer approves provided that applications on compassionate or hardship grounds will not be unreasonably refused.
  
- (i) (i) An employee may 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.
- (ii) The Employer shall consider the request under subclause (i) having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the education program of the school.
  
- (j) (i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if 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.

- (k) An employee who is pregnant may access paid leave to a maximum of thirty eight hours (five days for a full time employee), deducted from her personal leave entitlement, to attend routine medical appointments associated with that pregnancy, provided that she:
  - (i) provides a medical certificate certifying she is pregnant; and
  - (ii) provides a medical certificate for each appointment.
- (l) 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.

*Maternity leave*

- (18) (a) In this clause “**confinement**” means the birth of a child, or other termination of pregnancy that occurs not earlier than twenty weeks before the expected date of birth of the child, and **confined** has a corresponding meaning.
- (b) An employee is entitled to maternity leave with or without pay for a continuous period of fourteen weeks commencing from the date the employee absented herself from duty under clause (17)(d). 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 clause (5)(b)
- (c) 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 (17)(d). The period during which an employee attends for duty within the periods specified by subclauses (17)(d)(i) and (ii) shall not be included as part of the 26 weeks qualifying service.
- (d) For the purposes of subclause (c) 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.
- (e) 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.
- (f) An employee who is eligible for paid leave under this subclause and subclause (13) 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 (13) during the maternity leave period.

- (g) An employee whose period of paid maternity leave expires during a school holiday period shall be entitled to receive her pay for the remainder of that vacation period provided the employee returns to duty immediately after the vacation.

*Leave for Adoption*

- (19) (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 (18).
- (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) An employee whose period of paid adoption leave expires during a school holiday period shall be entitled to receive his or her pay for the remainder of that vacation period provided the employee returns to duty immediately after the vacation.
- (e) 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.
- (f) An employee who is eligible for paid leave under this subclause and subclause (13) 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 (13) during the maternity leave period.
- (g) 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*

- (20) (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 (13) 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 (13) during the partner leave period.
- (d) An employee is not eligible for paid leave under this clause if that employee is also eligible for leave under subclauses (18) or (19) in respect of the same child (or children in respect of a multiple birth).

*Long service leave*

- (21) (a) An employee is entitled to long service leave in accordance with the provisions of section 2.4.25 of the *Education and Training Reform Act 2006 (Vic)* with long service leave accruing at the rate of 495.6967 hours (three months) after ten years full time service and at the rate of 247.84835 hours (one and a half months) for each completed five years of service thereafter.
- (b) In addition to the provisions of section 2.4.25 of the *Education and Training Reform Act 2006 (Vic)*, 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; and
  - (ii) the employee has been in receipt of the allowance for a continuous period of 12 months immediately prior to the commencement of the leave; and
  - (iii) the employee would have continued to receive the allowance but for his or her absence on leave.

*Spouse leave*

- (22) (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; or
  - (ii) whose spouse is transferred within Victoria where no employment in the teaching service can be offered to the employee at the new location; or

- (iii) whose spouse is also an employee and is granted long service leave, provided that spouse leave may be granted for the period of long service leave granted.
- (c) Employees granted leave under subclauses (a) or (b) must resume duty at the start of the school term following the expiration of the spouse leave.
- (d) 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*

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

*Public Holidays*

- (24) (a) An employee (other than a casual employee) is entitled to holidays on the following days:
  - (i) 1 January (New Year's Day). Where New Year's Day falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday
  - (ii) 26 January (Australia Day)
  - (iii) the second Monday in March (Labour Day)
  - (iv) Good Friday
  - (v) Easter Saturday
  - (vi) Easter Monday
  - (vii) 25 April (ANZAC Day)
  - (viii) the second Monday in June (Queen's Birthday)
  - (ix) the first Tuesday in November in metropolitan municipal districts (Melbourne Cup Day)
  - (x) 25 December (Christmas Day). Where Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December
  - (xi) 26 December (Boxing Day). Where Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (b) An employee in a non-metropolitan municipal district will be entitled to a holiday (one day) in lieu of Melbourne Cup day as follows:
  - (i) a day as determined by a non-metropolitan municipal council and published in the Victorian Government Gazette; or

- (ii) a day agreed by the Employer and the majority of affected employees at the workplace.

### **Reimbursement of Expenses**

- 25 (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; and
  - (b) expenses incurred in using private mobile and home phones in accordance with subclause (6); and
  - (c) expenses incurred in using private vehicles in accordance with subclause (7).

#### *Private phone use*

- (6) (a) An employee, required to use 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 teacher.

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/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**

- 26 (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 (AIRC) 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 AIRC.
- (13) No dispute of a collective character may be referred to the AIRC 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 AIRC.

### *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 AIRC for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the 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 Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

### **Electronic communications**

27 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.

SCHEDULE 1

SALARY/REMUNERATION RATES

1.1 Subject to clauses 1.2 and 1.3 employees shall be paid the rates appropriate to their classification as follows:

**Principal Class**

(1) Employees within the principal class shall be paid the total remuneration set out in the table below as follows:

- (a) Principals shall be paid within classification levels 1 to 3;
- (b) Assistant principals shall be paid within classification levels 1 to 2;
- (c) Liaison principals shall be paid within classification levels 1 to 3.

Level and Range		Effective from the first pay period on or after			
		Date of Commencement	1 Jan 2009	1 Jan 2010	1 Jan 2011
Level 3	Range 6				
	6-4	\$147,791	\$152,229	\$156,788	\$161,470
	6-3	\$145,417	\$149,791	\$154,283	\$158,898
	6-2	\$143,043	\$147,353	\$151,779	\$156,325
	6-1	\$140,670	\$144,915	\$149,275	\$153,753
	Range 5				
	5-4	\$138,296	\$142,393	\$146,602	\$150,925
	5-3	\$135,922	\$139,955	\$144,098	\$148,353
Level 2	5-2	\$133,548	\$137,517	\$141,594	\$145,781
	5-1	\$131,174	\$135,079	\$139,089	\$143,209
	Range 4				
	4-4	\$126,426	\$129,852	\$133,371	\$136,986
	4-3	\$124,052	\$127,414	\$130,867	\$134,414
	4-2	\$121,678	\$124,976	\$128,363	\$131,841
	4-1	\$119,305	\$122,538	\$125,858	\$129,269
	Range 3				
	3-4	\$116,931	\$120,099	\$123,354	\$126,697
	3-3	\$114,557	\$117,661	\$120,850	\$124,125
	3-2	\$112,183	\$115,223	\$118,346	\$121,553
	3-1	\$109,809	\$112,785	\$115,841	\$118,981
Level 1	Range 2				
	2-4	\$107,435	\$110,347	\$113,337	\$116,408
	2-3	\$105,061	\$107,908	\$110,833	\$113,836
	2-2	\$102,687	\$105,470	\$108,328	\$111,264
	2-1	\$100,313	\$103,032	\$105,824	\$108,692
	Range 1				
	1-4	\$97,940	\$100,594	\$103,320	\$106,120
	1-3	\$95,566	\$98,155	\$100,816	\$103,548
	1-2	\$93,192	\$95,717	\$98,311	\$100,975
	1-1	\$90,818	\$93,279	\$95,807	\$98,403

**Teacher Class**

(2) Employees within the teacher class shall be paid the salary appropriate to their classification as follows:

Classification and subdivision	Effective from the first pay period on or after			
	Date of Commencement	1 Jan 2009	1 Jan 2010	1 Jan 2011
<i>Leading Teacher</i>				
LT-3	\$82,530	\$84,767	\$87,064	\$89,423
LT-2	\$80,242	\$82,417	\$84,650	\$86,944
LT-1	\$78,019	\$80,134	\$82,305	\$84,536
<i>Classroom Teacher</i>				
<i>Expert</i>				
E-4	\$75,500	\$77,546	\$79,648	\$81,806
E-3	\$68,619	\$70,479	\$72,389	\$74,351
E-2	\$66,556	\$68,360	\$70,212	\$72,115
E-1	\$64,554	\$66,304	\$68,101	\$69,946
<i>Accomplished</i>				
A-5	\$62,312	\$64,000	\$65,735	\$67,516
A-4	\$60,585	\$62,227	\$63,913	\$65,645
A-3	\$58,906	\$60,502	\$62,141	\$63,826
A-2	\$57,273	\$58,825	\$60,420	\$62,057
A-1	\$55,686	\$57,195	\$58,745	\$60,337
<i>Graduate</i>				
G-2	\$52,643	\$54,070	\$55,535	\$57,040
G-1	\$51,184	\$52,571	\$53,996	\$55,459

**Paraprofessional Class**

(3) Employees within the paraprofessional class shall be paid the salary appropriate to their classification as follows:

Classification and subdivision	Effective from the first pay period on or after			
	Date of Commencement	1 Jan 2009	1 Jan 2010	1 Jan 2011
<i>Level 4</i>				
Max	\$82,530	\$84,767	\$87,064	\$89,423
Min	\$75,500	\$77,546	\$79,648	\$81,806
<i>Level 3</i>				
P 3-3	\$68,619	\$70,479	\$72,389	\$74,351
P 3-2	\$66,556	\$68,360	\$70,212	\$72,115
P 3-1	\$64,554	\$66,304	\$68,101	\$69,946
<i>Level 2</i>				
P 2-5	\$62,312	\$64,000	\$65,735	\$67,516
P 2-4	\$60,585	\$62,227	\$63,913	\$65,645
P 2-3	\$58,906	\$60,502	\$62,141	\$63,826
P 2-2	\$57,273	\$58,825	\$60,420	\$62,057
P 2-1	\$55,686	\$57,195	\$58,745	\$60,337
<i>Level 1</i>				
P 1-6	\$52,643	\$54,070	\$55,535	\$57,040
P 1-5	\$49,433	\$50,773	\$52,149	\$53,562
P 1-4	\$46,223	\$47,476	\$48,762	\$50,084
P 1-3	\$43,014	\$44,180	\$45,377	\$46,607
P 1-2	\$39,803	\$40,882	\$41,990	\$43,128
P 1-1	\$36,593	\$37,585	\$38,604	\$39,650

## 1.2 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.

## 1.3 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*.

## ROLES AND RESPONSIBILITIES – TEACHER CLASS

The responsibilities expected of teachers at all classification levels are to:

- Engage in ongoing professional learning to improve their practice
- Draw on resources and frameworks provided by the system to inform their work and classroom practice
- Work collaboratively with professional colleagues to improve teaching and learning within the school
- Use multiple sources of feedback on their classroom practice to inform their professional learning goals.

The roles and responsibilities expected of teachers at each classification level are as follows:

### **Leading teacher**

Leading teachers will be outstanding classroom teachers and undertake leadership and management roles commensurate with their salary range.

The objective of leading teachers is to improve the skill, knowledge and performance of the teaching workforce in a school or group of schools and to improve the curriculum program of a school.

Leading teachers are responsible for demonstrating and modelling an outstanding level of teaching.

Leading teachers will be expected to make a significant contribution to policy development relating to teaching and learning in the school. They also manage major curriculum or student activities across the school with a high degree of independence.

A leading teacher has a direct impact and influence on the achievement of the school goals. These teachers provide professional support to teaching staff.

Leading teachers are usually responsible for the implementation of one or more priorities contained in the school strategic plan. Typically, leading teachers are responsible for coordinating a large number of staff to achieve improvements in teaching and learning. Their focus is on the introduction of changes in methods and approaches to teaching and learning. However, they will also be responsible for the management and leadership of a significant area or function within the school to ensure the effective development, provision and evaluation of the school's education program.

### *Position responsibilities*

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

- leading and managing the implementation of whole-school improvement initiatives related to the school strategic plan and school priorities
- leading and managing the implementation of whole-school improvement strategies related to curriculum planning and delivery
- leading and managing the provision of professional learning and developing individual and team performance and development plans for teaching staff within the priorities of the school
- leading and managing staff performance and development (review of staff)
- teaching demonstration lessons
- leading and managing the development of the school's assessment and reporting policies and practices

- leading and managing the implementation of the school operations and policies related to student welfare and discipline
- leading the development of curriculum in a major learning area and participating in curriculum development in other areas
- responsibility for general discipline matters beyond the management of classroom teachers
- contributing to the overall leadership and management of the school
- contributing to the development of proposals for school council consideration
- developing and managing the school code of conduct.

### **Classroom teacher**

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

As the classroom teacher gains experience his or her contribution to the school program beyond the classroom increases.

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

#### ***Expert teacher***

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

*Expert teachers* will be expected to:

- have the content knowledge and pedagogical practice to meet the diverse needs of all students
- model exemplary classroom practice and mentoring/coaching other teachers in the school to engage in critical reflection of their practice and to support staff to expand their capacity
- provide expert advice about the content, processes and strategies that will shape individual and school professional learning
- supervise and train one or more student teachers
- assist staff to use student data to inform teaching approaches that enable targets related to improving student learning outcomes to be achieved.

#### ***Accomplished teacher***

The primary focus of the *accomplished teacher* is on the planning, preparation and teaching of programs to achieve specific student outcomes. These teachers teach a range of students/classes and are accountable for the effective delivery of their programs. *Accomplished teachers* are skilled teachers who operate under general direction within clear guidelines following established work practices and documented priorities and may have responsibility for the supervision and training of one or more student teachers.

At this level, *accomplished teachers* participate in the development of school policies and programs and assist in the implementation of school priorities.

### *Graduate teacher*

The primary focus of the *graduate teacher* is on further developing skills and competencies to become an effective classroom practitioner with structured support and guidance from teachers at higher levels.

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

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

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

TRANSLATION

Existing employees, including persons appointed to positions advertised under the classification structure operating immediately prior to this agreement commencing to operate, shall translate to the revised structure on and from the date this agreement commences to operate as set out below:

1.1 Principal Class officers will translate to the revised *Principal Class* classification as follows:

Current Classification and TRP		Translation classification, range and salary progression point			Maximum salary progression point *	
Range 6	\$140,876	Level 3	Range 6	6-4	6-4	
	\$138,614			6-3	6-4	
	\$136,351			6-2	6-4	
	\$134,089			6-1	6-4	
	\$131,826			5-4	6-4	
	\$129,564			5-3	6-4	
	\$127,302			5-2	6-4	
Range 5	\$131,826		Level 3	Range 5	5-4	5-4
	\$129,564				5-3	5-4
	\$127,302				5-2	5-4
	\$125,040				5-1	5-4
	\$122,776				5-1	5-4
	\$120,514				5-1	5-4
	\$118,252				5-1	5-4
Range 4	\$122,776	Level 2		Range 4	5-1	5-1
	\$120,514				4-4	5-1
	\$118,252				4-3	5-1
	\$115,989				4-2	5-1
	\$113,727				4-1	5-1
	\$111,464				3-4	5-1
	\$109,201				3-3	5-1
Range 3	\$113,727		Level 2	Range 3	4-1	4-1
	\$111,464				3-4	4-1
	\$109,201				3-3	4-1
	\$106,939				3-2	4-1
	\$104,677				3-1	4-1
	\$102,413				3-1	4-1
	\$100,151				3-1	4-1

Current Classification and TRP		Translation classification, range and salary progression point			Maximum salary progression point*
Range 2	\$104,677	Level 1	Range 2	3-1	3-1
	\$102,413			2-4	3-1
	\$100,151			2-3	3-1
	\$97,889			2-2	3-1
	\$95,627			2-1	3-1
	\$93,364			1-4	3-1
	\$91,101			1-3	3-1
Range 1	\$95,627		Range 1	2-1	2-1
	\$93,364			1-4	2-1
	\$91,101			1-3	2-1
	\$88,839			1-2	2-1
	\$86,576			1-1	2-1
	\$84,314			1-1	2-1
	\$82,051			1-1	2-1

\* Notwithstanding clause 1.1 of schedule 1, an existing principal class officer may access the maximum remuneration progression point indicated in the table above during the life of the principal class officer's existing contract of employment.

1.2 *Leading teachers* will translate to the revised *Leading Teacher* classification as follows:

Current classification and subdivision	New classification and subdivision
Leading Teacher 2-3	Leading Teacher – LT-3
Leading Teacher 2-2	Leading Teacher – LT-2
Leading Teacher 2-1	Leading Teacher – LT-1
Leading Teacher 1-3	Leading Teacher – LT-1
Leading Teacher 1-2	Leading Teacher – LT-1
Leading Teacher 1-1	Leading Teacher – LT-1

1.3 *Classroom teachers* will translate to the revised *classroom teacher* classification as follows:

Current subdivision	New subdivision
Expert teacher – E-3a	Expert teacher – E-4
Expert teacher – E-3	Expert teacher – E-4 or E-3*
Expert teacher – E-2	Expert teacher – E-2
Expert teacher – E-1	Expert teacher – E-1
Accomplished teacher – A-5	Accomplished teacher – A-5
Accomplished teacher – A-4	Accomplished teacher – A-4
Accomplished teacher – A-3	Accomplished teacher – A-3
Accomplished teacher – A-2	Accomplished teacher – A-2
Accomplished teacher – A-1	Accomplished teacher – A-1
Graduate teacher – G-4	Graduate teacher – G-2
Graduate teacher – G-3	Graduate teacher – G-1
Graduate teacher – G-2	Graduate teacher – G-1
Graduate teacher – G-1	Graduate teacher – G-1

\* An *expert teacher* at subdivision E-3 will translate to the new subdivision E-4 provided that teacher has been at salary subdivision E-3 for a minimum period of twelve months and been assessed as meeting or exceeding the performance and development requirements at his/her most recent performance assessment. Otherwise that teacher will translate to subdivision E-3.

1.4 *Instructors* will translate to the new *paraprofessional* classification as follows:

Current classification and subdivision	New classification and subdivision
Instructor Level 3	Level P 4 min
Instructor Level 2	Level P 3-1
Instructor Level 1-6	Level P 1-6
Instructor Level 1-5	Level P 1-5
Instructor Level 1-4	Level P 1-4
Instructor Level 1-3	Level P 1-3
Instructor Level 1-2	Level P 1-2
Instructor Level 1-1	Level P 1-1