

**EDUCATION AND TRAINING REFORM ACT 2006**

**MINISTERIAL ORDERS 2009**

**ORDER No. 199**

*(Version incorporating amendments made by Orders 381, 492, 531 and 553 made under the Education and Training Reform Act 2006)*

**The Minister for Education, under the powers contained in sections 5.2.12, 5.10.4 and 5.10.5, and clause 8 of Schedule 6 of the Education and Training Reform Act 2006, makes the following Order.**

**Citation**

This Order may be cited as the Teaching Service (Employment Conditions, Salaries, Allowances, Selection and Conduct) Order 2009.

**PART 1 – PRELIMINARY**

1.1.1 In the event of an inconsistency between this Order and any Award, Agreement or employment condition applying under the **Fair Work Act 2009** to the Teaching Service, the relevant Award, Agreement or minimum employment condition provision prevails to the extent of the inconsistency.

**amended by  
Order 492**

*Application*

1.1.2 Unless otherwise stated, this Order applies to persons employed in the Teaching Service under Part 2.4 of the **Education and Training Reform Act 2006**.

*Arrangement*

1.1.3 This Order is divided into Parts and Divisions and provides for the following matters:

Part 1 – PRELIMINARY

Part 2 – CLASSIFICATION, SALARIES AND ALLOWANCES

Division 1 – Executive Class

Division 2 – Principal Class

Division 3 – Teacher Class

Division 4 – Paraprofessional Class

Division 5 – Education Support Class

Division 6 – Allowances

Division 7 – General

Division 8 – Translation

Part 3 – ELIGIBILITY FOR EMPLOYMENT, TRANSFER OR PROMOTION

- Division 1 – Eligibility
- Division 2 – Suitability for Employment

Part 4 – ATTENDANCE AND HOURS OF DUTY

- Division 1 – Principal, Teacher and Paraprofessional Classes
- Division 2 – Education Support Class

Part 5 – PERSONAL GRIEVANCE

Part 6 – LEAVE OF ABSENCE

- Division 1 – Annual Leave
- Division 2 – Personal Leave (Illness or Injury)
- Division 3 – Personal Leave (Carers)
- Division 4 – Infectious Disease Leave
- Division 5 – Accident Compensation Leave
- Division 6 – War Service Sick Leave
- Division 7 – Bereavement Leave
- Division 8 – Leave for Jury Service
- Division 9 – Defence Reserve Leave
- Division 10 – Parental Absence
- Division 11 – Maternity Leave
- Division 12 – Leave for Adoption
- Division 13 – Partner Leave
- Division 14 – Long Service Leave
- Division 15 – Sabbatical Leave
- Division 16 – Spouse Leave
- Division 17 – Other Leave
- Division 18 – General

Part 7 – PERSONAL, TRAVELLING AND REMOVAL EXPENSES

- Division 1 – General
- Division 2 – Mode of Travelling
- Division 3 – Personal Expenses
- Division 4 – Headquarters not Fixed
- Division 5 – Removal Expenses
- Division 6 – Attendance at an In-Service Education Activity
- Division 7 – Daily Travelling Allowances
- Division 8 – Living Away From Home Allowances
- Division 9 – Evening Meal Allowance
- Division 10 – Secretary's Power to Vary Allowances

Part 8 – PART-TIME EMPLOYMENT

Part 9 – SELECTION

- Division 1 – General
- Division 2 – Executive Class and Liaison Principal
- Division 3 – Assistant Principal

Division 4 – Teacher Class  
Division 5 – Education Support Class  
Division 6 – Probation

Part 10 – MERIT, EQUITY AND EMPLOYMENT PRINCIPLES

Part 11 – CONDUCT AND DUTIES  
Division 1 – Conduct  
Division 2 – Duties

Part 12 – GENERAL

SCHEDULE 1 – SALARIES

SCHEDULE 2 – ALLOWANCES

SCHEDULE 3 – TRANSLATION

### *Definitions*

1.1.4 In this Order, unless the contrary intention appears –

- (1) **"accomplished teacher"** means a teacher paid within the range of subdivision A-1 to subdivision A-5 as set out in schedule 1;
- (2) **"Act"** means the **Education and Training Reform Act 2006**;
- (3) **"approved"** means, unless otherwise stated elsewhere in this Order, approved by the Secretary;
- (4) **"assistant principal"** means an employee within the meaning of Division 3 of Part 2.4 of the Act employed as an assistant principal, howsoever designated;
- (5) **"certificate in lieu"** means a certificate issued by a registered health practitioner, other than a registered student, within the meaning of the **Health Professions Registration Act 2005** or the **Health Practitioner Regulation National Law (Victoria) Act 2009**;
- (6) **"classroom teacher"** means a teacher employed as either a graduate teacher, an accomplished teacher or an expert teacher;
- (7) **"dependant"** means a person maintained by and permanently domiciled with an employee, including a spouse, a child under 16 years of age, a full-time student child and a parent;

amended by  
Order 381

- (8) "**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);
- (9) "**education support class employee**" means an employee employed in an education support class position;
- (10) "**education support class school year employee**" means an education support class employee whose attendance is as specified in clause 4.2.3 of this Order;
- (11) "**employee**" means an employee within the meaning of Part 2.4 of the Act employed in the executive class, principal class, teacher class, paraprofessional class or education support class;
- (12) "**executive**" means an employee within the meaning of Division 3A of Part 2.4 of the Act employed in an executive class position;
- (13) "**expert teacher**" means a teacher paid within the range of subdivision E-1 to subdivision E-4 as set out in schedule 1;
- (14) "**graduate teacher**" means a teacher paid within the range of subdivision G-1 to subdivision G-2 as set out in schedule 1;
- (15) "**headquarters**" means:
  - (a) the place at which an employee ordinarily performs his or her duties; or
  - (b) in the case of an employee who does not ordinarily perform his or her duties at any one place, the place at which the employee is ordinarily required to report for duty, or such other place determined by the Secretary;
- (16) "**leading teacher**" means a teacher occupying, or for the time being performing the duties of, a leading teacher position;
- (17) "**liaison principal**" means an employee within the meaning of Division 3 of Part 2.4 of the Act other than a principal or assistant principal, howsoever designated;
- (18) "**medical certificate**" means a certificate from a registered medical practitioner within the meaning of the **Health Professions Registration Act 2005**;
- (19) "**melbourne metropolitan area**" means an area defined by the Secretary within the boundaries formed by straight lines joining Werribee, Sunbury, Hurstbridge, Lilydale, Belgrave and Mt Eliza;

- (20) "**Merit Protection Board**" means a Merit Protection Board established under Division 7 of Part 2.4 of the Act;
- (21) "**mode of employment**" means the number of weeks an education support class employee works (inclusive of 20 days annual leave) divided by the number of weeks in a year and must be one of the following fractions 52/52, 51/52, 50/52, 49/52 or 48/52.
- (22) "**paraprofessional**" means a person who has not completed an approved course of teacher training who has been granted permission to teach under Part 2.6 of the Act and who performs the duties of a teacher or any other person employed to assist teachers in the performance of their duties;
- (23) "**principal**", means an employee within the meaning of Division 3 of Part 2.4 of the Act occupying, or for the time being performing the duties of, the position of principal of a Government school;
- (24) "**principal class officer**" means an employee within the meaning of Division 3 of Part 2.4 of the Act employed as a principal, assistant principal or liaison principal;
- (25) "**promotion**" means the permanent movement of an ongoing employee from one position to another position in the Teaching Service with a higher attainable maximum salary;
- (26) "**required document**" means:
- (a) in respect of personal leave for illness or injury, a medical certificate, certificate in lieu or, if it is not reasonably practicable for an employee to provide a medical certificate or a certificate in lieu, a statutory declaration;
  - (b) in respect of personal leave for carer's purposes, a medical certificate, certificate in lieu or a statutory declaration;
- (27) "**school**" means a Government school as defined in section 2.3.1 of the Act;
- (28) "**Secretary**" means Secretary to the Department of Education and Early Childhood Development or its successor;
- (29) "**Senior Chairperson**" means the person appointed as Senior Chairperson of the Merit Protection Boards pursuant to section 2.4.45(2) of the Act.
- (30) "**service**" means, unless otherwise stated, service approved by the Secretary;
- (31) "**schedules**" means the schedules annexed to this Order;

- (32) "**spouse**" of an employee means a person to whom the employee is married or a domestic partner;
- (33) "**subdivision**" means salary subdivision and represents a point on a salary scale;
- (34) "**teacher**" means an employee employed as a graduate teacher, accomplished teacher, expert teacher or leading teacher;
- (35) "**transfer**" means the permanent movement of an ongoing employee from one position to another position in the Teaching Service with the same or lower attainable maximum salary;
- (36) "**Teaching Service**" means the Teaching Service established under Part 2.4 of the Act."

1.1.5 Unless otherwise stated, all salaries and allowances specified in the schedules are annual rates for employees employed full time.

1.1.6 In Part 6

- (1) Unless otherwise stated, the entitlements of this Order apply on a pro-rata basis in respect of part-time service;
- (2) Any leave granted to an employee does not extend beyond the date that person's employment would otherwise have ceased;
- (3) "**full pay**" in relation to a employee who works less than full time, means the pay the employee ordinarily receives;
- (4) "**half pay**" in relation to a employee who works less than full time, means half the pay the employee ordinarily receives.

1.1.7 In Part 7 "**one-way distance**" means the distance travelled by the most direct route between the two specified locations and does not include the return journey.

## **PART 2 – CLASSIFICATION, SALARIES AND ALLOWANCES**

### **Division 1 – Executive Class**

2.1.1 Where an executive is a party to a contract of employment under section 2.4.23C of the Act, then during such time as the contract of employment remains in force –

- (1) this Order is subject to the contract of employment, and

- (2) if this Order and the contract of employment make provision for or in respect of the same matter, the provisions of the contract of employment prevail to the extent of any inconsistency.
- 2.1.2 In accordance with section 2.4.23C(3) of the Act, employment, promotion or transfer to an executive class position will be for a fixed period not exceeding 5 years.
- 2.1.3 (1) An executive will be paid the remuneration specified in the executive's contract of employment under section 2.4.23C of the Act provided that the remuneration must be within the remuneration range specified for the executive class in schedule 1.
- (2) The remuneration of an executive will be reviewed each year in the context of any changes to the work value of the position and the performance of the executive.

#### **Division 2 – Principal Class**

- 2.2.1 Where a principal class officer is a party to a contract of employment under section 2.4.14 of the Act, then during such time as the contract of employment remains in force –
- (1) this Order is subject to the contract of employment, and
- (2) if this Order and the contract of employment make provision for or in respect of the same matter, the provisions of the contract of employment prevail to the extent of any inconsistency.
- 2.2.2 (1) The Principal Class consists of principals, assistant principals and liaison principals and, pursuant to section 2.4.13 of the Act, the following positions are declared to be positions in the Principal Class:
- |                        |                                                          |
|------------------------|----------------------------------------------------------|
| Classification level 3 | –Principal<br>–Liaison Principal                         |
| Classification level 2 | –Principal<br>–Assistant Principal<br>–Liaison Principal |
| Classification level 1 | –Principal<br>–Assistant Principal<br>–Liaison Principal |
- (2) Progression within the Principal Class from any classification level to any higher classification level will be by promotion. Provided that a principal may move to a higher classification level as a result of a remuneration review under clause 2.2.5.

- 2.2.3 (1) A principal class officer will be paid the remuneration specified in the principal class officer’s contract of employment under section 2.4.14 of the Act provided that the remuneration must be within the remuneration ranges specified for each classification level of the principal class in clause 1.1(2) of schedule 1.
- (2) (a) The classification level and remuneration range for each principal position will be determined by the Secretary but must not be less than the classification level and remuneration range determined by the school budget based on the following budget parameters:

**amended by  
Order 531**

| <b>Classification</b> | <b>Range</b> | <b>2012</b>  |
|-----------------------|--------------|--------------|
| <b>1</b>              | 1            | \$0          |
|                       | 2            | \$836,753    |
| <b>2</b>              | 3            | \$1,450,371  |
|                       | 4            | \$3,384,202  |
| <b>3</b>              | 5            | \$8,423,310  |
|                       | 6            | \$15,180,855 |

- (b) The school budget for the purposes of subclause (2)(a) will include all recurrent funds allocated to a school, including salaries and oncosts, per capita grants, and maintenance grants and such additional grants or funds approved by the Secretary.
- (c) The budget of the school for the purposes of subclause (2)(a) will not include:
- (i) locally raised funds;
  - (ii) the cost of superannuation;
  - (iii) the cost of the WorkCover premium or the cost of WorkCover payments to staff; or
  - (iv) Commonwealth funds that cannot be anticipated to continue for more than two years.
- (d) The Secretary will determine any dispute concerning matters to be taken into account in determining the school budget or in any way related to assessing the budget of the school.

- (3) The classification level and remuneration range for each assistant principal position will be determined by the Secretary.
  - (4) The classification level and remuneration range for each liaison principal position will be determined by the Secretary.
  - (5) In accordance with section 2.4.14(3) of the Act, employment, promotion or transfer to a Principal Class position will be for a fixed period not exceeding 5 years. A principal class officer whose appointment is not renewed will be appointed to the following classification level for the period specified:
    - (a) if the principal class officer is at or above classification level two, the person will be appointed as an assistant principal and paid within classification level one as specified in clause 1.1(2) of schedule 1, for a period of three years;
    - (b) if the principal class officer is at classification level one, the person will be appointed as a leading teacher and paid within the leading teacher classification as specified in clause 1.1(3) of schedule 1, for a period of three years.
  - (6) If a principal class officer is engaged in full-time duties not connected with the school to which he or she is appointed, the Secretary may determine the principal class officer's remuneration, provided that the remuneration must be within the remuneration ranges specified for each classification level of the principal class in clause 1.1(2) of schedule 1.
- 2.2.4
- (1) Within the remuneration ranges specified in schedule 1, remuneration progression will be from the appropriate minimum, through the subdivisional range, to the maximum subdivision of that range in accordance with procedures determined by the Secretary.
  - (2) 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.
  - (3) A principal class officer with less than four months eligible service in any particular progression cycle will not be eligible for remuneration progression.
  - (4) Procedures determined by the Secretary under subclause (1) may make provision for accelerated remuneration progression within any of the principal class classifications. Provided that any accelerated remuneration progression determined under this clause only applies within the principal class officer's current school.

(5) Notwithstanding subclause (1) remuneration progression will be suspended during any period that a principal class officer is the subject of unsatisfactory performance procedures.

2.2.5 (1) The remuneration range 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.

(2) A remuneration review under subclause (1) may result in:

(a) movement to a higher remuneration within the principal class officer's current remuneration range;

(b) movement to a higher or lower remuneration range; or

(c) no change,

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

(3) On movement to a higher remuneration range within the principal class following a review under subclause (1), a principal class officer's remuneration will be determined in accordance with one of the following:

(a) the minimum remuneration of the higher remuneration range or the principal class officer's current remuneration whichever is the higher; or

(b) such higher rate as determined by the Secretary.

(4) Provided that the remuneration determined in accordance with subclauses (1), (2) or (3) of this clause cannot exceed the maximum remuneration specified in schedule 1 for the relevant remuneration range.

(5) Notwithstanding subclause 2.2.3(2)(a), the Secretary may determine a remuneration range of a principal that is higher than that indicated by the school's budget.

#### *Commencement Remuneration on Employment*

2.2.6 Subject to the principal class officer signing a contract of employment under section 2.4.14 of the Act, a principal class officer will commence employment at the minimum remuneration level as specified in schedule 1 for the classification level of the position.

#### *Remuneration on Promotion or Transfer*

2.2.7 Subject to the principal class officer signing a contract of employment under section 2.4.14 of the Act:

- (1) (a) Subject to subclause (b), a principal class officer promoted or transferred to a position with a remuneration range higher than the principal class officer's remuneration range immediately prior to the promotion or transfer will be paid a commencement remuneration at the minimum remuneration specified for the position in schedule 1.
  - (b) Where prior to the effective date of promotion or transfer, the employee has current service (including any higher duties allowance) at or above the higher position, the remuneration on promotion or transfer will be determined as if all of the employee's current service at or above the higher position had been at that higher position.
- (2) 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 will be paid at the same remuneration level or the minimum of the appropriate remuneration range where this is higher. The remuneration determined under this subclause cannot be more than the maximum remuneration for the classification level of the position.
- (3) (a) 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 will be paid the remuneration determined by the Secretary which cannot be less than the remuneration determined as if all of the principal class officer's service at or above that lower classification level had been at that lower classification level.
  - (b) With the exception of action under Divisions 9A or 10 of Part 2.4 of the Act, a principal class officer cannot be transferred to a position with a lower classification level or remuneration range without the principal class officer's consent.
- (4) A principal class officer employed, transferred or promoted to a position will be paid from the effective date of the employment, transfer or promotion as the case may be. Provided that if a principal class officer changes his or her time fraction, other than by employment, transfer or promotion the change in proportionate remuneration commences from the date of effect of the changed time fraction.

### **Division 3 – Teacher Class**

- 2.3.1 (1) (a) The teacher class comprises the following classifications –

Leading teacher  
Classroom teacher

- (b) The classroom teacher classification comprises the following three categories:

Classroom teacher – Expert  
Classroom teacher – Accomplished  
Classroom teacher – Graduate

- (2) Teachers will be paid the salaries specified in schedule 1 appropriate to their classification and category.
  - (3) Except for advancement within the classroom teacher categories, progression within the teacher class from any classification level to any higher classification level will be by promotion.
  - (4) Advancement from *graduate teacher* to *accomplished teacher* is subject to the teacher demonstrating that the requirements of an *accomplished teacher* have been met.
  - (5) Advancement from *accomplished teacher* to *expert teacher* is subject to the teacher demonstrating that the requirements of an *expert teacher* have been met.
  - (6) A teacher may elect in writing to receive employment benefits in lieu of her or his salary in accordance with any salary packaging policy determined by the Secretary.
- 2.3.2
- (1) Within the salary ranges specified in schedule 1, salary progression will be from the appropriate minimum, through the subdivisional range, to the maximum subdivision of that range in accordance with procedures determined by the Secretary.
  - (2) Salary progression is not automatic and will be based on achievement against criteria determined by the Secretary appropriate to each classification level.
  - (3) 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.
  - (4) Notwithstanding subclause (5), a teacher with less than four months eligible service in any particular progression cycle will not be eligible for salary progression.
  - (5) Where the requirements for salary progression are not met, salary progression will not occur for that progression cycle provided that the teacher has been:

- (a) notified in writing of:
- (i) the standards of performance that are expected;
  - (ii) the areas of the teacher's performance that do not meet the required standards;
  - (iii) the consequences of continued or repeated failure to meet these standards; and
- (b) given the opportunity to enable improvement in performance to the required standard;
- (6) If the notice under subclause (5)(a) 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 four or more months but less than six months eligible service in that cycle) salary progression in that cycle must be granted.
- (7) Procedures determined by the Secretary under subclause (1) may make provision for accelerated salary progression within either the *classroom teacher* classification or the *leading teacher* classification. Provided that any accelerated salary progression determined under this subclause only applies within the teacher's current school.
- (8) Notwithstanding subclause (1) and subject to satisfying the requirements of subclause (5), salary progression will be suspended during any period that a teacher is the subject of unsatisfactory performance procedures.
- (9) A graduate teacher who commences employment at subdivision G-1 prior to 1 May in any year will be paid a lump sum on progression to G-2 in the following year as set out below:

amended by  
Order 531

| <b>Commencement on or before:</b> | <b>Lump sum payment</b> |
|-----------------------------------|-------------------------|
| 1 January                         | \$0                     |
| 1 February                        | \$406                   |
| 1 March                           | \$271                   |
| 1 April                           | \$135                   |

2.3.3 Employment, transfer or promotion to a *leading teacher* position is for a fixed period not exceeding 5 years. At the expiration of the term of the position a leading teacher will become an *expert teacher* within the school unless:

- (1) his or her tenure as a *leading teacher* is renewed; or
- (2) he or she obtains a transfer or promotion to another position.

*Commencement Salary on Employment*

- 2.3.4 (1) For the purposes of this clause "**approved teaching experience**" means completed years of full time or equivalent full time teaching experience approved by the Secretary and gained subsequent to completion of an approved course of teacher training.
- (2) A leading teacher will commence employment at the minimum leading teacher salary level as specified in schedule 1.
- (3) The commencing salary on employment as a *classroom teacher* is determined as follows, whichever results in the higher commencing salary:
- (a) subdivision G-1 as specified in schedule 1, provided that:
- (i) the commencing salary of a teacher commencing in an *accomplished teacher* position will be salary subdivision A-1 as specified in schedule 1;
- (ii) the commencing salary of a teacher commencing in an *expert teacher* position will be salary subdivision E-1 as specified in schedule 1;
- (b) the current equivalent of the salary subdivision as specified 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 (3)(c) of this clause;
- (c) subject to sub-clause (4), salary subdivision G-1 plus a salary subdivision for each year of approved teaching experience up to a maximum of subdivision E-3.
- (4) The commencing salary determined in accordance with this clause cannot exceed the maximum salary specified in schedule 1 for the classification of the position.

*Salary on Promotion or Transfer*

- 2.3.5 (1) (a) Subject to subclause (b), on promotion to a leading teacher position an employee will be paid at the minimum salary specified for the position in schedule 1.

- (b) Where prior to the effective date of promotion, the employee has current service (including any higher duties allowance) at or above the higher position within the employee's current period of employment, the salary on promotion will be determined as if all of the employee's current service at or above the higher position had been at that higher position.
- (2) On transfer a teacher will be paid at his or her current salary subdivision or the minimum commencing salary specified for the position in clause 1.1(3) of schedule 1 whichever is the higher. Provided that:
- (a) the salary of a teacher whose salary has been accelerated in accordance with clause 2.3.2(7) is 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 is 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 classification level.
  - (c) With the exception of action under Division 9A or 10 of Part 2.4 of the Act, a teacher cannot be transferred to a lower classification level without the teacher's consent.
- (3) Notwithstanding sub-clauses (1) and (2), the salary determined in accordance with this clause cannot exceed the maximum salary of the position as specified in schedule 1.
- (4) A teacher employed, transferred or promoted to a position will be paid from the effective date of the employment, transfer or promotion as the case may be. Provided that if a teacher changes his or her time fraction, other than by employment, transfer or promotion the change in proportionate salary commences from the date of effect of the changed time fraction.

#### **Division 4 – Paraprofessional Class**

- 2.4.1 (1) The paraprofessional class comprises the following classifications:

Paraprofessional – Level 4  
Paraprofessional – Level 3  
Paraprofessional – Level 2  
Paraprofessional – Level 1

- (2) Paraprofessionals will be paid the salaries specified in clause 1.1(4) of schedule 1.

- (3) A paraprofessional who, subsequent to employment, satisfies the qualification requirements for a teacher stated in Part 3 of this Order will become a *classroom teacher* for the remainder of his or her period of employment with salary determined in accordance with Part 2. Provided that the salary determined must not be less than the paraprofessional's salary at the time the paraprofessional satisfies the qualification requirements for a teacher stated in Part 3 of this Order.
  - (4) A paraprofessional may elect in writing to receive employment benefits in lieu of her or his salary in accordance with any salary packaging policy determined by the Secretary.
- 2.4.2
- (1) Within the salary ranges specified in schedule 1, salary progression is from the appropriate minimum, through the subdivisinal range, to the maximum subdivision of that range in accordance with procedures determined by the Secretary.
  - (2) Salary progression is not automatic and will be based on achievement against criteria determined by the Secretary appropriate to each classification level.
  - (3) 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.
  - (4) Notwithstanding subclause (5), a paraprofessional with less than four months eligible service in any particular progression cycle will not be eligible for salary progression.
  - (5) Where the requirements for salary progression are not met, salary progression will not occur for that progression cycle provided that the paraprofessional has been:
    - (a) notified in writing of:
      - (i) the standards of performance that are expected;
      - (ii) the areas of the paraprofessional's performance that do not meet the required standards;
      - (iii) the consequences of continued or repeated failure to meet these standards; and
    - (b) given the opportunity to enable improvement in performance to the required standard.

- (6) If the notice under subclause (5)(a) 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 four or more months but less than six months eligible service in that cycle) salary progression in that cycle must be granted.
- (7) Procedures determined by the Secretary under sub-clause (1) may make provision for accelerated salary progression within any of the paraprofessional classifications. Provided that any accelerated salary progression determined under this clause only applies within the paraprofessional's current school.
- (8) Notwithstanding subclause (1) and subject to satisfying the requirements of sub clause (5), salary progression will be suspended during any period that a paraprofessional is the subject of unsatisfactory performance procedures.

*Commencement salary on employment*

- 2.4.3 (1) The commencing salary of a paraprofessional level 1 will be determined in accordance with the following, whichever results in the higher commencing salary:
- (a) subdivision 1-1 as specified in schedule 1; or
  - (b) subdivision 1-2 as specified in schedule 1, where the paraprofessional has an approved degree or diploma; or
  - (c) (i) the current equivalent of the salary subdivision, as specified in schedule 1, received by the employee on the last day of his or her most recent period of prior employment.
    - (ii) Where the salary in the prior employment in the Teaching Service was determined incorrectly or is inconsistent with normal salary progression for a *paraprofessional*, the paraprofessional's commencing salary will be determined at salary subdivision 1-1 plus an additional salary sub division for each year of satisfactory prior employment within the paraprofessional class.
    - (iii) For the purposes of sub clause (i) and (ii) "**prior employment**" means periods of employment as an employee in Victorian Government schools, other than casual employment, without any break in employment exceeding twelve months.
- (2) The commencing salary on employment as a paraprofessional level 2, level 3 or level 4 will be the minimum salary specified for the appropriate classification specified in schedule 1.

- (3) The commencing salary determined in accordance with this clause cannot exceed the maximum salary specified in schedule 1 for the position.

*Salary on Promotion or Transfer*

- 2.4.4 (1) (a) Subject to subclause (b), on promotion a paraprofessional will be paid at the minimum salary specified for the position in schedule 1.
  - (b) Where prior to the effective date of promotion, the employee has current service (including any higher duties allowance) at or above the higher position within the employee's current period of employment, the salary on promotion will be determined as if all of the employee's current service at or above the higher position had been at that higher position.
- (2) On transfer a paraprofessional will be paid at his or her current salary subdivision or the minimum commencing salary specified for the position in clause 1.1(3) of schedule 1 whichever is the higher. Provided that:
  - (a) the salary of a paraprofessional whose salary has been accelerated in accordance with clause 2.4.2(7) is 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 is the salary subdivision determined as if all of the paraprofessional's service at or above that lower classification level had been at that lower classification level;
  - (c) with the exception of action under Division 9A or 10 of Part 2.4 of the Act, a paraprofessional cannot be transferred to a lower classification level without the paraprofessional's consent.
- (3) Notwithstanding subclauses (1) and (2), the salary determined in accordance with this clause cannot exceed the maximum salary of the position as specified in schedule 1.
- (4) A paraprofessional employed, transferred or promoted to a position will be paid from the effective date of the employment, transfer or promotion as the case may be. Provided that if a paraprofessional changes his or her time fraction, other than by employment, transfer or promotion the change in proportionate salary commences from the date of effect of the changed time fraction.

### Division 5 – Education Support Class

- 2.5.1 (1) The education support class comprises the following classifications:

Education Support Level 2  
Education Support Level 1

- (2) An education support class employee will be paid the salary appropriate to his or her classification as specified in clause 1.1(5) of schedule 1 adjusted in accordance with the following formula:

*annual salary x mode of employment*

- (3) For the purposes of sub clause (2) and Division 1 of Part 6, an education support class school year employee's mode of employment will be 48/52.
- (4) An education support class employee may elect in writing to receive employment benefits in lieu of her or his salary in accordance with any salary packaging policy determined by the Secretary.
- (5) An education support class employee employed on a casual basis will be paid an hourly rate derived from the full-time salary applying to the minimum salary of his or her classification and salary range, as specified in clause 1.1(5) of schedule 1 plus a 25% casual loading. The 25% casual loading is in lieu of any entitlement to personal leave, annual leave and public holidays and the employee will have no entitlement to leave under Divisions 1 to 6 of Part 6.

- 2.5.2 (1) Within the salary ranges specified in schedule 1, salary progression is from the appropriate minimum, through the subdivisional range, to the maximum subdivision of that range in accordance with procedures determined by the Secretary.
- (2) Salary progression is not automatic and will be based on achievement against criteria determined by the Secretary appropriate to each classification level.
- (3) The salary progression cycle will be common to all education support class employees commencing on 1 May each year and concluding on 30 April in the following year. A performance review will be undertaken at the end of each salary progression cycle.
- (4) Notwithstanding subclause (5), an education support class employee with less than four months eligible service in any particular progression cycle will not be eligible for salary progression.
- (5) Where the requirements for salary progression are not met, salary progression will not occur for that progression cycle provided that the education support class employee has been:

- (a) notified in writing of:
    - (i) the standards of performance that are expected;
    - (ii) the areas of the education support class employee's performance that do not meet the required standards;
    - (iii) the consequences of continued or repeated failure to meet these standards; and
  - (b) given the opportunity to enable improvement in performance to the required standard.
- (6) If the notice under subclause (5)(a) is issued on or after 1 February (in respect of an education support class employee with six or more months eligible service in that cycle) or 1 April (in respect of an education support class employee with four or more months but less than six months eligible service in that cycle) salary progression in that cycle must be granted.
- (7) Procedures determined by the Secretary under sub-clause (1) may make provision for accelerated salary progression within any of the education support classifications. Provided that any accelerated salary progression determined under this clause only applies within the education support class employee's current school.
- (8) Notwithstanding subclause (1) and subject to satisfying the requirements of sub clause (5), salary progression will be suspended during any period that an education support class employee is the subject of unsatisfactory performance procedures.
- 2.5.3 (1) An education support class employee may request, or the Secretary may initiate, a review of an employee's salary range. Any such request must be in writing.
- (2) On receipt of a request by an education support class employee under subclause (1) the Secretary must review the salary range of the education support class employee in the context of any changes to the work value of the position and the performance of the education support class employee.
- (3) A review under subclause (2) may result in movement to either a higher or lower salary range within the education support class employee's classification level or no change to the salary range, provided that the outcome of such a review cannot result in a salary range below the level determined on translation under this Order or on appointment to that position, whichever is the later.

- (4) On movement to a higher salary range within a classification level, following a review under subclause (2), an education support class employee's salary will be determined as set out in clause 2.5.5(1)

*Commencement salary on employment*

2.5.4 (1) For the purposes of this clause "**prior employment**" means periods of prior employment, other than casual employment, as an employee in one or more schools, provided that any break between periods of prior employment does not exceed twelve months.

- (2) The commencing salary of an education support class employee will be determined as follows, whichever results in the higher commencing salary:
  - (a) an education support class employee will commence employment at the minimum salary level applying to the position; or
  - (b) the current equivalent of the salary subdivision, as specified in schedule 1, received by the education support class employee on the last day of his or her most recent period of prior employment. Provided that:
    - (i) if the prior employment was at a higher classification or salary range, the commencement salary will be determined at the minimum salary subdivision of the relevant salary range as specified in schedule 1 plus an additional salary subdivision for each year of satisfactory prior employment at or above the relevant classification or salary range;
    - (ii) where the salary in the prior employment was determined incorrectly or is inconsistent with normal salary progression for an employee, the commencement salary will be determined at the minimum salary subdivision of the relevant classification and salary range as specified in schedule 1 plus an additional salary subdivision for each year of satisfactory prior employment at or above the relevant salary range.
- (3) The commencing salary determined in accordance with this clause cannot exceed the maximum salary specified in schedule 1 for the classification level of the position.

*Salary on Promotion or Transfer*

2.5.5 (1) (a) Subject to subclause (b), on promotion an education support class employee will be paid at the minimum salary specified in schedule 1 for the salary range of the position.

- (b) Where prior to the effective date of promotion, the employee has current service (including any higher duties allowance) at or above the higher position within the employee's current period of employment, the salary on promotion will be determined as if all of the employee's current service at or above the higher position had been at that higher position.
- (2) On transfer an education support class employee will be paid at his or her current salary subdivision or the minimum commencing salary specified for the position in schedule 1 whichever is the higher. Provided that:
- (a) the salary of an education support class employee whose salary has been accelerated in accordance with clause 2.5.2(7) is the salary subdivision that would have applied had acceleration not been approved;
  - (b) the salary of an education support class employee transferred to a position at a lower classification level is the salary subdivision determined as if all of the education support class employee's service at or above that lower classification level had been at that lower classification level;
  - (c) with the exception of action under Division 9A or 10 of Part 2.4 of the Act, an education support class employee cannot be transferred to a lower classification level or salary range without that employee's consent.
- (3) Notwithstanding subclauses (1) and (2), the salary determined in accordance with this clause cannot exceed the maximum salary of the position as specified in schedule 1.
- (4) An education support class employee employed, transferred or promoted to a position will be paid from the effective date of the employment, transfer or promotion as the case may be. Provided that if an education support class employee changes his or her time fraction, other than by employment, transfer or promotion the change in proportionate salary commences from the date of effect of the changed time fraction.

#### **Division 6 – Allowances**

- 2.6.1 An employee may, in addition to the salary payable in accordance with this Part, receive one or more of the allowances specified in this Division, if such allowance is applicable to the position occupied by the employee.

*Special payment*

- 2.6.2 (1) For the purposes of this clause "**special payment**" means an allowance paid to a teacher, paraprofessional or education support class employee in accordance with procedures determined by the Secretary.
- (2) A teacher, paraprofessional or education support class employee may be paid a special payment in accordance with procedures determined by the Secretary under sub clause (1) for the following purposes:
- (a) for undertaking a task that is additional to the responsibilities that can be required of a teacher, paraprofessional or education support class employee at their respective classification level and salary range;
  - (b) as an attraction and/or retention incentive;
  - (c) for recognition of outstanding performance; or
  - (d) any other purpose determined by the Secretary.
- (3) The minimum and maximum annual amounts of a special payment are specified in clause 1.1 of schedule 2. Subject to any procedures determined under clause 2.6.2(1), a special payment may be paid fortnightly or as a lump sum if the principal and the teacher, paraprofessional or education support class employee agree.
- (4) A teacher, paraprofessional or education support class employee in receipt of a special payment under subclause (2)(a) on a fortnightly basis for a continuous period of less than 12 months immediately prior to an absence on personal leave with pay, will continue to receive the special payment for up to one month or the expiration of the special payment, whichever is the earlier.
- (5) A teacher, paraprofessional or education support class employee who has been in receipt of a special payment under subclause (2)(a) on a fortnightly basis for a continuous period of 12 months immediately prior to the commencement of paid leave, including personal leave with pay, and who would have continued to receive the special payment but for his or her absence on leave, will continue to be paid the special payment during the period of paid leave.

*Special Schools Allowance*

- 2.6.3 A special schools allowance as specified in clause 1.2 of schedule 2 will be paid to a teacher or paraprofessional who occupies such positions as are determined by the Secretary provided that teachers or paraprofessionals employed on a part time basis will be paid this allowance on a pro-rata basis.

*Higher Duties Allowances*

- 2.6.4 (1) An employee performing at least half of the duties of a position for which the specified salary is higher than that applicable to that employee's current position will be paid a higher duties allowance in accordance with the terms and conditions of this clause if the assignment is for a period of longer than five consecutive working days.
- (2) For the payment of higher duties the following conditions apply:
- (a) At least one half of the duties of the assigned position must be performed. Where less than the full duties are performed, the allowance paid is proportionate to the extent of the duties carried out
  - (b) An employee performing the duties of assigned position in the principal class or the teacher class must satisfy the requirements of, and be registered under, Part 2.6 of the Act. A person who is registered only as a non-practising teacher under section 2.6.11 of the Act does not satisfy the requirements of being registered for the purpose of this clause.
  - (c) Assignments commence from the date of taking up duty and cease at the end of the assignment period or the last day of the school year whichever is the earlier. Provided that an employee carrying out the duties of a higher position, except as stated in subclause (3), to which he or she has been assigned for at least one month immediately prior to the last day of the school year will be paid the allowance to 31 December of that year. Provided further that if such employee is re-assigned the duties of that position from the first day of the succeeding school year he or she will be paid the appropriate higher duties allowance from 1 January of that year.
  - (d) Subject to subclauses (2)(a) and (e), the allowance equals the amount required to raise the employee's remuneration to the salary of the position to which he or she has been assigned.
  - (e) (i) Subject to sub-clauses (a) and (e)(ii), where the position for which the allowance is paid is in the executive class or principal class the allowance will be the amount required to raise the employee's remuneration to 91.7% of the minimum remuneration of the position to which he or she has been assigned.
  - (ii) Notwithstanding sub clause (e)(i), where the employee is an executive class or principal class employee, the higher duties allowance will be 91.7% of the difference between the total remuneration specified in the executive's or principal class officer's contract of employment under sections 2.4.23 or 2.4.14 of the Act and the minimum remuneration of the position to which he or she has been assigned.

**amended by  
Order 381**

- (3) Employees who are in receipt of a higher duties allowance and who are absent on personal leave with pay continue to receive the higher duties allowance for up to one month from the commencement of the personal leave or the expiration of the assignment period whichever is the earlier. Provided that if an employee has been in receipt of a higher duties allowance continuously for a period in excess of twelve months he or she will continue to receive the higher duties allowance for periods of personal leave in excess of one month up to the expiration of personal leave or the expiration of the assignment period whichever is the earlier.
- (4) An employee assigned higher duties in accordance with sub-clause (1) is entitled to such increases in the higher duties allowance as are equivalent to the increases in salary the employee would have received had she or he been promoted to the higher position.
- (5) Subject to section 2.4.27 of the Act, the Secretary may assign higher duties to an employee on conditions other than those provided in this clause.

#### *Salary Loading Allowance*

- 2.6.5 (1) Subject to sub-clause (3), an employee is entitled to be paid, on a date determined by the Secretary, 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 the maximum amount specified in clause 1.3 of Schedule 2 whichever is the lesser.
- (2) 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 (1).
  - (3) 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 paid service over the twelve months preceding the date determined under subclause (1). Leave without pay for religious observance and vacation periods which do not attract pay but are otherwise counted as service will be regarded as paid service.
  - (4) With the exception of education support class employees, no payment will 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.
  - (5) For the purposes of subclause (4) an employee is deemed to retire:
    - (a) on account of age – if on or after attaining the age of 55 years he or she ceases to be employed;

(b) 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.

(6) Any unpaid salary loading will be paid in lieu to an education support class employee on termination of his or her employment.

*Remote allowances*

2.6.6 (1) Remote allowances as specified in clause 1.4 of schedule 2 will be paid to employees in schools determined by the Secretary to be remote.

(2) The Secretary will determine whether a school is classified as Remote Category A or Remote Category B and may vary the remote category in which a school is classified.

*First Aid Allowance*

2.6.7 An education support class employee who holds a first aid certificate issued by the St. John's Ambulance Association or an approved equivalent qualification who performs first aid duties in addition to his or her normal duties, and the first aid duties do not constitute the principal responsibility of his or her position, will be paid the first aid allowance specified in clause 1.5 of schedule 2.

*Intensive Care Allowance*

2.6.8 An education support class employee employed in a special school who is required to provide intensive attendant care, administer medical support or assist in the development of independent living skills for individual students or groups of students will be paid the intensive care allowance specified in clause 1.6 of schedule 2.

**Division 7 – General**

*Gratuity*

2.7.1 Subject to section 2.4.28 of the Act, the Secretary may approve the payment of a gratuity to an employee in respect of definite special work performed by that employee that is outside the normal range of duties of the employee's position and which is demonstrably of a higher work value.

*Other Payments*

2.7.2 If approved by the Secretary, a teacher or paraprofessional is entitled to payment on an hourly, two-hourly or sessional basis, as the case may be, in accordance with the rates specified in clause 1.2 of schedule 1, for:

- (1) teaching duties carried out as overtime;
- (2) continuation classes in English for adult migrants;

- (3) lecture or tutorial duties at approved courses conducted outside normal hours of duty;
- (4) part-time instruction in special classes; or
- (5) hobby, recreation and general interest classes.

*Secretary's power to determine salary*

- 2.7.3 (1) The Secretary may determine the salary of any employee for whose circumstances no provision is made in this Part.
- (2) Notwithstanding Divisions 1, 2, 3, 4 and 5 of this Part, the Secretary may determine that an employee commences at a subdivision other than the minimum.
- (3) The commencing salary determined in accordance with subclause (2) must not be less than the salary determined under Divisions 1, 2, 3, 4 and 5 of this Part and cannot exceed the maximum salary specified in schedule 1 for the relevant classification of employee.

**Division 8 – Translation**

- 2.8.1 Employees in the former school services officer classification structure immediately prior to 1 September 2008 will translate to the education support class as set out in Schedule 3 with effect from 1 September 2008.

**PART 3 – ELIGIBILITY FOR EMPLOYMENT, TRANSFER OR PROMOTION**

**Division 1 – Eligibility**

- 3.1.1 (1) Subject to the Act, a person is not eligible for employment in the Teaching Service unless the Secretary is satisfied:
- (a) that the person:
- (i) is an Australian citizen or a permanent resident in Australia under any law of the Commonwealth or entitled to permanent residency in Australia under any law of the Commonwealth; or
  - (ii) is entitled to be resident in Victoria for sufficient periods to enable the person to undertake the duties of the position;
- (b) as to the person's health and fitness following completion of an approved pre-employment health declaration. If the Secretary has reason to doubt a person's health and fitness the Secretary may require the person to be examined by a medical practitioner approved by the Secretary;

amended by  
Order 381

- (c) that the person is a fit and proper person to be an employee of the Teaching Service; and
  - (d) that the person has fulfilled such qualification requirements as are in effect at the time.
- (2) The Secretary may waive any of the requirements in subclause (1) if the Secretary considers that it is in the interests of Victoria that a person who does not satisfy the requirements should be employed in the Teaching Service.
- 3.1.2 To be eligible for employment, transfer or promotion to a position in the principal class or the teacher class a person must satisfy the requirements of, and be registered under, Part 2.6 of the Act in addition to having completed an approved course of teacher training. A person who is registered only as a non-practising teacher under section 2.6.11 of the Act does not satisfy the requirements of being registered for the purpose of this clause.
- 3.1.3 The Secretary may require particular qualifications and/or training for any specific position.
- 3.1.4 The Secretary may employ, transfer or promote a person who would not otherwise be qualified for employment, transfer or promotion under this Part provided that, in respect of principal or teacher class positions, the person satisfies the requirements of, and is registered or has permission to teach under Part 2.6 of the Act.
- 3.1.5 (1) The Secretary may determine that a person's eligibility for employment under Part 2.4 of the Act is subject to an employment limitation.
- (2) The Secretary may establish criteria and procedures for imposing an employment limitation on a person, including the grounds for a review of an employment limitation.
- (3) If a person is the subject of an employment limitation, that person's eligibility for employment under Part 2.4 of the Act is subject to the terms and conditions of that employment limitation.

**amended by  
Order 381**

## Division 2 – Suitability for Employment

3.2.1 This Division applies notwithstanding anything in any other Part of this Order or any other Order.

3.2.2 In this Division:

- (1) **"approved organisation"** means an organisation, company or other body approved by the Secretary to undertake record checks in respect of employees or other persons seeking employment in any school conducted by the State of Victoria under the Act;
- (2) **"duties of a teacher in a school"** has the same meaning as in Part 2.6 of the Act;
- (3) **"initial employment"** means the employment of any person under Part 2.4 of the Act who immediately prior to that employment was not an employee;
- (4) **"records check"** means the information provided by the approved organisation in relation to the criminal record of a person;
- (5) **"records check form"** means a form issued by the Secretary being a form consenting to a records check;
- (6) **"Working with Children Check", "Assessment Notice" and "Negative notice"** have the same meanings as under the **Working With Children Act 2005**.

3.2.3 In applying this Division –

- (1) any position which requires its incumbent to undertake the duties of a teacher in a school is a position which requires its incumbent to be registered or have permission to teach under Part 2.6 of the Act.
- (2) any position, other than a position covered by sub clause (1), that usually involves or is likely to involve work in a school is subject to the person providing evidence the person has had a Working with Children Check and an Assessment Notice.
- (3) the Secretary may determine any dispute about:
  - (a) whether a position requires its incumbent to undertake the duties of a teacher in a school; or
  - (b) whether a position usually involves or is likely to involve work in a school.

- 3.2.4 The initial employment or the promotion, transfer, assignment or otherwise, of a person to a position which requires that the person be registered with the Victorian Institute of Teaching, is subject to the person providing evidence to the Secretary that he or she is currently registered or deemed to be registered under Part 2.6 of the Act, provided that the Secretary may require any such person to undergo a records check in accordance with the procedure set out in clause 3.2.6.
- 3.2.5 The initial employment or the promotion, transfer, assignment or otherwise, of a person to a position that usually involves or is likely to involve work in a school, and does not require the person to be registered with the Victorian Institute of Teaching, is subject to the person providing evidence to the Secretary that he or she has had a Working with Children Check and an Assessment Notice, provided that the Secretary may require any such person to undergo a records check in accordance with the procedure set out in clause 3.2.6.
- 3.2.6 The initial employment or the promotion, transfer, assignment or otherwise of a person to any position under the Act that does not require the person to be to be registered or have permission to teach under Part 2.6 of the Act or have a Working with Children Check and an Assessment Notice will be subject to –
- (1) the person completing and forwarding a records check form (together with any relevant fee) to the Department; and
  - (2) the Secretary, being satisfied that, having regard to the records check, it is appropriate to employ the person in the position.
- 3.2.7 If an employee has, following notice, at any time as determined by the Secretary, not applied for a Working with Children Check in accordance with section 10 of the **Working With Children Act 2005**, the Secretary may suspend the employee without pay until such time as the employee provides to the Secretary an Assessment Notice in relation to the employee under the **Working With Children Act 2005**, or until such time as the Secretary determines to terminate the employee's employment.
- 3.2.8 The Secretary may determine to terminate the employment of an employee who does not provide to the Secretary, when required, an Assessment Notice provided to the employee under the **Working With Children Act 2005**. Provided that such termination must not occur fewer than 14 days from the employee's receipt or deemed receipt, of a notice from the Secretary requiring production to the Secretary of an Assessment Notice in relation to the employee.
- 3.2.9 By operation of this Division, the employment of an employee who surrenders an Assessment Notice or who receives a negative notice under the **Working With Children Act 2005** ceases upon the employee's surrender of the Assessment Notice or the employee's receipt of the negative notice, providing that such cessation will be deemed to have no effect in the event that the employee

receives an Assessment Notice by order of the Victorian Civil and Administrative Tribunal under section 26 of the **Working With Children Act 2005**.

- 3.2.10 The Secretary must notify in writing an employee whose employment is suspended or terminated or whose employment ceases under this Division.
- 3.2.11 A person recommended for initial employment, promotion, transfer, assignment or otherwise who undergoes a records check under this Division in accordance with the procedure set out in clauses 3.2.6:
- (1) must be notified in writing if the Secretary is not satisfied that it is appropriate to employ or otherwise appoint that person; and
  - (2) may, within fourteen days of being so notified, apply in writing to the Senior Chairperson of the Merit Protection Boards for a review of that notification.
- 3.2.12 Where a review is sought under clause 3.2.11, the position to which the person was recommended for employment, transfer, promotion, assignment must remain vacant pending the outcome of the review.
- 3.2.13 Any review is to be conducted on the grounds that the criminal convictions disclose such unsatisfactory behaviour (and in particular any behaviour involving abuse of children, violence, theft or dishonesty, violent crimes or drug trafficking) that make it inappropriate to employ, promote, transfer or assign the person to the position having regard to –
- (1) the duties and requirements of the position, including in particular:
    - (a) the likelihood of the person having the care or supervision of children, or being involved in decisions relating to the care or supervision of children, or having contact with children;
    - (b) the likelihood of the person being appointed to a position of trust involving dealings with the public, handling of accounts or moneys, or otherwise entrusted to perform duties with minimal supervision;
  - (2) the potential of the person to be called upon to perform higher duties and the type of such higher duties; and
  - (3) the general standards of conduct required in the Public Sector.
- 3.2.14 The Senior Chairperson will determine the processes for conducting the review in accordance with this Division. Such processes may include –
- (1) the Senior Chairperson hearing the review alone; or

- (2) the review being referred to a Merit Protection Board and providing a recommendation to the Senior Chairperson; or
  - (3) the review being considered by appropriate persons nominated by the Senior Chairperson and providing a recommendation to the Senior Chairperson.
- 3.2.15 Any person nominated under clause 3.2.14 to review, or participate in the review, must not have had any prior involvement in the matter.
- 3.2.16 The Senior Chairperson will determine an application for review under clause 3.2.11 and may recommend that the original decision be confirmed, varied or quashed or recommend such other action as may be appropriate subject to relevant legislation. Provided that any determination must have regard to the operational requirements of the Department, the educational requirements of the school including the interests, safety and welfare of the students, if relevant.
- 3.2.17 Except in special circumstances, the Senior Chairperson must not accept an application for review after the fourteen day time limit referred to in clause 3.2.11 has expired. The Senior Chairperson cannot hear and determine a review lodged outside the fourteen day time limit referred to in clause 3.2.11 if the applicant has not made an application for special circumstances.
- 3.2.18 All proceedings under this Division must be conducted without regard to legal formalities and be directed by the best evidence available, whether that is evidence that the law admits, requires or demands in other cases or not.
- 3.2.19 The review process must allow for:
- (1) where possible, conciliation to occur before any resolution of the matter through arbitration;
  - (2) the principles of natural justice to be applied;
  - (3) the applicant, on request, being represented at any hearing by an agent other than (except in exceptional circumstances where the Senior Chairperson considers it appropriate) a person who is or has been a duly qualified legal practitioner in a State or Territory of the Commonwealth; and
  - (4) the application to be addressed promptly.
- 3.2.20 Nothing in this Division is intended to prevent any informal resolution of a matter that would otherwise be the subject of a request for review under this Division.

## **PART 4 – ATTENDANCE AND HOURS OF DUTY**

### **Division 1 – Principal, teacher and paraprofessional classes**

- 4.1.1 The ordinary hours of duty of a full time employee in the principal, teacher or paraprofessional classes are 76 hours per fortnight.
- 4.1.2 A principal class officer must be in attendance for a minimum of 7 hours daily commencing no less than 10 minutes before the morning pupil instructional session and remain in attendance until the end of the afternoon session and may be required to supervise the dismissal of pupils, to attend staff conferences, parent or school council meetings even though occurring outside the ordinary hours of attendance.
- 4.1.3 (1) The principal must consult teachers and paraprofessionals regarding the ordinary hours of attendance, including any arrangements regarding other duties and attendance at school meetings and meetings with parents.
- (2) (a) Unless otherwise agreed under sub-clause (1), a teacher or paraprofessional must 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 in place at the school, a schedule of meetings is to be determined by the principal for the school year, using the consultative provisions in place at the school, which may require teachers and paraprofessionals to attend meetings of up to two hours per week in addition to the attendance requirements set out in subclause (2)(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 or paraprofessional may be required to carry out other duties for up to one hour in addition to the attendance requirements set out in sub-clauses (2)(a) and (2)(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 or paraprofessional's attendance in that week exceeding 38 hours, that teacher or paraprofessional 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 or paraprofessional has not been granted time-in-lieu that has accrued under subclause (a) by 1 December in a year, that teacher or paraprofessional 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 or paraprofessional's attendance under subclause (i) is subject to the teacher or paraprofessional providing the principal with not less than three working days notice.
- (iii) Where the number of teachers or paraprofessionals seeking to vary their attendance time on the same day would otherwise result in the dismissal of students on that day, the principal is responsible for determining the timing of the absences to avoid the dismissal of students.

4.1.4 Within the daily hours of attendance, an employee in the principal, teacher or paraprofessional classes is entitled to a luncheon period of not less than 30 minutes free from assigned duties.

4.1.5 (1) An employee in the principal, teacher or paraprofessional classes must not be absent without leave. Provided that an employee in the principal, teacher or paraprofessional classes prevented by sudden illness or other emergency from attending his or her place of employment is not deemed to be absent without leave if he or she reports such absence as soon as practicable and furnishes satisfactory evidence that the absence was unavoidable and not due to any misconduct by the employee.

(2) Where an employee in the principal, teacher or paraprofessional classes is absent from duty without leave and the absence was not authorised, the Secretary may direct the forfeiture of the salary of the employee in the principal, teacher or paraprofessional classes.

(3) In addition to subclause (2) of this clause, where an employee in the principal, teacher or paraprofessional classes is absent from duty without leave immediately before or after a school vacation period, the Secretary may direct the forfeiture of salary or pay of the employee for that vacation period.

4.1.6 (1) An employee in the principal, teacher or paraprofessional classes is entitled to be released from duty for the period required to attend an interview for an advertised position in a Government school.

(2) The principal of the school that has the vacancy and the employee in the principal, teacher or paraprofessional classes will take all reasonable steps to ensure the timing of any release under subclause (1) occurs at a time that avoids or minimises the need to provide a replacement employee during the period of release.

(3) Any release under subclause (1) will be regarded as authorised duty for the purposes of Division 3 of Part 7.

4.1.7 Attendance at a court as a Crown witness or under subpoena or summons by an employee in the principal, teacher or paraprofessional classes in his or her official capacity will be treated as duty for salary purposes subject to presentation of evidence that he or she attended the court.

### **Division 2 – Education Support Class**

4.2.1 (1) The ordinary hours of duty for a full-time education support class employee are 76 hours a fortnight.

(2) An education support class employee employed part time is employed to work an agreed number of regular hours less than 76 per fortnight.

4.2.2 (1) Unless otherwise agreed under subclause (2):

(a) an education support class employee will be in attendance for a minimum of 7.6 hours daily between 8 a.m. and 6 p.m. from Monday to Friday;

(b) during a school holiday period an education support class employee at classification level 1 cannot be required to work in isolated circumstances or to attend without the presence of a responsible manager;

(c) an education support class employee working the 48/52 model can be required to attend for duty and/or professional development up to a maximum of 6 days during two school holiday periods in a year, provided that attendance can only be required at the commencement or conclusion of a school holiday period;

(d) an education support class employee working the 48/52 model must be provided with reasonable notice of the attendance requirement under subclause (c) being not later than four weeks into the preceding term.

(2) The principal and an education support class employee may agree on the arrangement of ordinary hours of attendance, including but not limited to:

(a) daily starting and finishing times;

(b) the time and duration of meal breaks;

(c) attendance at school meetings and meetings with parents;

(d) in the case of part-time employment, the number of hours worked per fortnight;

- (e) flexible work arrangements; and
  - (f) attendance during school holiday periods.
- (3) The principal and an education support class employee may agree to vary arrangements, agreed under sub clause (2), at any time. Where agreement is not reached but varied arrangements of ordinary hours of attendance are necessary for the efficient working of the school, the principal and the education support class employee may agree that sub clause (1) will apply.
- 4.2.3 (1) Clauses 4.2.2 and 4.2.5 do not apply to an education support class school year employee.
- (2) Unless absent on approved leave, the attendance requirements of an education support class school year employee will be the same as specified for teachers in Division 1 of Part 4.
- (3) Notwithstanding sub clause (2):
- (a) an education support class school year employee can be required to attend for professional development for up to a maximum of 6 days during two school holiday periods in a year, provided that attendance can only be required:
    - (i) at the commencement or conclusion of a school holiday period; and
    - (ii) where notice of the attendance requirement is provided to the education support class school year employee not later than four weeks into the preceding school term;
  - (b) an education support class school year employee may be required to carry out other duties consistent with their position, including attendance at meetings, for up to three hours per week in addition to the seven hour daily attendance requirement;
  - (c) work undertaken by an education support class school year employee in excess of the normal hours of attendance is offset against the days, other than days of approved leave, he or she is not in attendance during the school holiday period.
- (4) The annual leave accrued under Division 1 of Part 6 by an education support class school year employee will be deemed to have been used during the school holiday periods and he or she will have no further entitlement to annual leave under this Order.

- 4.2.4 An education support class employee cannot be required to work more than five hours without a meal break of a minimum duration of 30 minutes. Meal breaks are unpaid and must be free of assigned duties.
- 4.2.5 (1) The principal may require an education support class employee to work in excess of the employee's normal hours of duty where such work is unavoidable and reasonable notice is provided. All work required in excess of an employee's normal weekly hours of duty must be documented by the principal.
- (2) An education support class employee who is directed to work under sub clause (1) may request not to do so where this would unreasonably affect personal or family commitments and the principal will not unreasonably refuse such a request.
- (3) (a) An education support class employee will be entitled to time off in lieu for work required under sub clause (1).
- (b) The principal will grant time off in lieu equivalent to the hours of work in excess of the education support class employee's normal hours of duty documented under sub clause (1).
- (c) The timing of the time off in lieu will be at the discretion of the principal having regard to the operational needs of the school and the wishes of the education support class employee and may include any day or days, other than days of approved leave, the education support class employee is not in attendance during the school holiday period.
- (d) As an alternative to time off in lieu the principal and the education support class employee may agree to payment for time in lieu owed at the education support class employee's normal rate of pay.
- (4) Unless otherwise agreed between the principal and the education support class employee, where time in lieu remains outstanding from the previous year at 30 June of the following year, the education support class employee may elect to:
- (a) take time off equivalent to the time owed, commencing immediately; or
- (b) request payment at his/her normal rate of pay plus 50% for the additional time worked.
- 4.2.6 (1) An education support class employee must not be absent without leave. Provided that an education support class employee prevented by sudden illness or other emergency from attending his or her place of employment will not be deemed to be absent without leave if he or she reports such absence as

soon as practicable and furnishes satisfactory evidence that the absence was unavoidable and not due to any misconduct by the employee.

- (2) Where an education support class employee is absent from duty without leave and the absence was not authorised, the Secretary may direct the forfeiture of the salary of the employee.
- 4.2.7
- (1) An employee in the principal, teacher or paraprofessional classes is entitled to be released from duty for the period required to attend an interview for an advertised position in a Government school.
  - (2) The principal of the school that has the vacancy and the employee in the principal, teacher or paraprofessional class will take all reasonable steps to ensure the timing of any release under subclause (1) occurs at a time that avoids or minimises the need to provide a replacement employee during the period of release.
  - (3) Any release under subclause (1) will be regarded as authorised duty for the purposes of Division 3 of Part 7.
- 4.2.8 Attendance at a court as a Crown witness or under subpoena or summons by an education support class employee in his or her official capacity will be treated as duty for salary purposes subject to presentation of evidence that he or she attended the court.

## PART 5 – PERSONAL GRIEVANCE

5.1.1 For the purposes of this Part:

- (1) "**action**" means a decision and includes refusal or failure to take an action.
- (2) "**non-renewal decision**" means action under sections 2.4.9, 2.4.14 or 2.4.42 of the Act not to renew a principal class officer's contract or the tenure of a leading teacher but does not include a review under section 2.4.51 of the Act.
- (3) "**employment limitation internal review decision**" means a decision to maintain an employment limitation, following an internal review, in respect of an employee under Part 2.3 or Part 2.4 of the Act and does not include a decision in relation to a person who is a casual employee or not currently employed.
- (4) (a) "**personal grievance**" means a grievance of an employee in respect of any action, other than those matters excluded under subclause (4)(b), taken within a work location which directly affects that employee and which the employee considers:
  - (i) is in breach of the Act or this Order; or

- (ii) infringes the principles of merit and equity, or infringes any personnel policy or guidelines issued by the Secretary; or
    - (iii) is otherwise unreasonable.
  - (b) Notwithstanding sub-clause (4)(a) the following matters are excluded from the definition of personal grievance:
    - (i) employment, transfer or promotion under the Act;
    - (ii) proceedings under Divisions 8, 9, 9A, 10 or 11 of Part 2.4 of the Act;
    - (iii) termination of employment, other than the annulment of the employment of a probationer pursuant to section 2.4.8(3) of the Act;
    - (iv) decisions prescribed by regulation under section 2.4.44(2)(d) of the Act;
    - (v) decisions under this Part to refuse an application or request for review;
    - (vi) determinations or directions by the Senior Chairperson under this Part;
  - (c) The only grounds for review of a non-renewal decision are that the renewal process was procedurally deficient or that the decision is demonstrably inconsistent with the evidence presented.
  - (d) The only ground for review of an employment limitation internal review decision is that there was a significant deficiency in the process.
  - (e) A reference to an employee includes a reference to a former employee in relation to action taken during his or her former employment.
- 5.1.2 An employee, including a person employed on a casual basis, may lodge an application for a personal grievance in writing with the Senior Chairperson of the Merit Protection Boards. Prior to hearing and determining the personal grievance, the Senior Chairperson must be reasonably satisfied that the Merit Protection Boards have jurisdiction to entertain the application.
- 5.1.3 If in respect of any action taken an employee has a right to seek a review or lodge an appeal under the Act or any other Part of this Order, the employee may not lodge a personal grievance under clause 5.1.2 and the Senior Chairperson cannot hear and determine that grievance under this Part.
- 5.1.4 The Senior Chairperson will determine the appropriate process of investigating and hearing the grievance in accordance with this Part. Such processes may include:

- (1) the Senior Chairperson hearing the matter alone; or
  - (2) the matter being referred to an existing Merit Protection Board; or
  - (3) the matter being considered by appropriate persons nominated by the Senior Chairperson and providing a recommendation to the Senior Chairperson.
- 5.1.5 Any person nominated under clause 5.1.4 to review, or participate in the review of, an action which is the subject of a personal grievance must not have had any prior involvement in that action.
- 5.1.6 (1) With the exception of a personal grievance in respect of a non-renewal decision or an employment limitation internal review decision, the Senior Chairperson may determine an application for review of an action under this Part, and may confirm, vary or quash that action or recommend such other action as may be appropriate provided that any determination, order or decision under this Part must have regard to the operational requirements of the Department and, if relevant, the educational requirements of the school including the interests and welfare of the students.
- (2) In respect of a personal grievance concerning a non-renewal decision or an employment limitation internal review decision, the Senior Chairperson must inquire into the claims of the employee who lodged the grievance and may:
- (a) if satisfied that the ground for review has been established, make an order requiring the person or body which made the decision to:
    - (i) reconsider the decision; or
    - (ii) correct the procedural deficiency in the process; or
  - (b) confirm the decision.
- 5.1.7 Where a decision of the Senior Chairperson will impact generally upon the operations of the Department or the operational or educational requirements of a school including the interests and welfare of the students the Senior Chairperson must consult the Secretary prior to making a decision.
- 5.1.8 An application for a personal grievance must be lodged within 14 days of the action or of the date of notification of the action the subject of the grievance, whichever occurs last. Except in special circumstances, the Senior Chairperson must not accept an application for a personal grievance out of time. The Senior Chairperson cannot hear and determine a personal grievance application lodged outside this period if the applicant has not made an application for special circumstances. The Senior Chairperson must take all reasonable steps to ensure employees are made aware of the requirement to lodge an application for a personal grievance within 14 days.

5.1.9 An application for review of an action under this Part may be refused by the Senior Chairperson if he or she considers it to be trivial, vexatious or not made in good faith.

5.1.10 All proceedings under this Part must be conducted without regard to legal formalities and be directed by the best evidence available, whether that is evidence that the law admits, requires or demands in other cases or not.

5.1.11 The grievance resolution process must allow for:

- (1) where possible, conciliation to occur before any resolution of the matter through arbitration;
- (2) principles of natural justice to be applied;
- (3) the aggrieved employee, on request, to be represented at any hearing by an agent other than (except in exceptional circumstances where the Senior Chairperson considers it appropriate) a person who is or has been a duly qualified legal practitioner in a State or Territory of the Commonwealth; and
- (4) the grievance to be addressed promptly.

5.1.12 Nothing in this Part is intended to prevent any informal resolution of grievances which would otherwise be the subject of a request for review under this Part.

## **PART 6 – LEAVE OF ABSENCE**

Unless stated otherwise, the Secretary has the right to grant leave under this part.

### **Division 1 – Annual Leave**

- 6.1.1 (1) An employee is entitled to 152 hours annual leave in respect of each calendar year of full time service accrued at the rate of one twelfth of the annual entitlement for each completed month of service.
- (2) An education support class employee may receive additional annual leave based on his or her mode of employment as follows:

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

- (3) Employees must take annual leave at such times as the Secretary determines provided that the wishes of the employee concerned are taken into consideration as far as practicable.
- (4) Service for annual leave does not include any period of leave without pay in excess of one month in any calendar year unless otherwise approved by the Secretary.

6.1.2 An education support class employee, who falls sick during a period of leave granted under this Division, may be granted personal leave in accordance with the requirements of Division 2 of this Part and an equivalent period of annual leave will be re-credited.

### **Division 2 – Personal leave (Illness or injury)**

6.2.1 For the purposes of this Division and Division 3:

- (1) Personal leave is available to an employee, when he or she 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.
- (2) An employee is entitled to 114 hours personal leave on full pay on commencement of employment and 114 hours personal leave on full pay for each year of full time service thereafter which is 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;
  - (b) an employee employed for one or more fixed periods will not accrue more than 114 hours personal leave in any year.
- (3) If approved by the Secretary, an employee who has prior service recognised under Division 14 of this Part may also have that service included for personal leave purposes. Provided that an employee who ceases duty for any reason and is subsequently re-employed after a break of more than 12 months but not more than 5 years will be credited with not more than 266 hours personal leave on full pay.

6.2.2 (1) Subject to clause 6.2.9 an employee who is unfit for duty due to personal illness or injury will be granted personal leave.

- (2) All personal leave for personal illness or injury granted under this Division will be deducted from the accumulated personal leave entitlement credited under clause 6.2.1.
- (3) To determine the net personal leave entitlement of an employee, all personal leave with pay granted during his or her service is deducted from the amounts credited under clause 6.2.1 and the period remaining is the net amount of the employee's personal leave credit.
- 6.2.3 An employee granted personal leave on half pay or without pay will be restored to full pay from the day he or she actually resumes duty, but this provision does not apply to prescribed school vacation periods, except as set out in clause 6.2.12.
- 6.2.4 Service for personal leave does not include any period of leave without pay in excess of one month in any year unless otherwise approved by the Secretary. Provided that if an employee resigns to contest a Victorian or Commonwealth Parliamentary Election and is re-appointed pursuant to the **Public Administration Act 2004**, the period between the resignation and re-appointment is treated as continuous service.
- 6.2.5 Notwithstanding anything contained in this Part, an employee may elect in writing to have the whole or any portion of personal leave on full pay standing to his or her credit converted to personal leave on half pay. The basis of the conversion is that one hour on full pay equals two hours on half pay.
- 6.2.6 Subject to clause 6.10.11, an employee is not entitled to personal leave for personal illness or injury on account only of being pregnant but nothing in this clause prevents such an employee being entitled to personal leave for an illness resulting from pregnancy or childbirth.
- 6.2.7 An employee is not entitled to personal leave with pay for any absence (due to illness or injury) that occurs while the employee is already absent on leave without pay.
- 6.2.8 A public holiday that occurs during a period of personal leave does not form part of that leave.
- 6.2.9 (1) (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 and support by another or requires care or support due to an unexpected emergency.
- (2) Notwithstanding subclause (1) and unless otherwise approved by the Secretary:

amended by  
Order 381

amended by  
Order 381

- (a) Up to 38 hours 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 in any one year;
  - (c) Notwithstanding subclause (2)(a), the Secretary 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 Secretary has occasion to doubt the authenticity of an illness or injury or the reason for absence.
- (3) Unless otherwise approved by the Secretary where personal leave for personal illness or injury is granted without the production of a required document in circumstances not covered by sub-clause (2) such leave will be without pay.
- 6.2.10 (1) Where an employee has been absent through illness or injury for thirteen continuous weeks, the grant of further personal leave is subject to the employee being examined by a medical practitioner approved by the Secretary.
- (2) If any employee is absent from duty on account of illness or injury, and such absence has extended beyond thirteen continuous weeks, that employee is not permitted to return to duty unless and until a medical practitioner approved by the Secretary has certified that he or she is fit to resume work.
- (3) (a) Where an employee resumes or intends to resume duty after a lesser period than thirteen weeks' continuous absence due to illness or injury and the Secretary is of the opinion that the employee is not fit to resume duty, or
- (b) if the Secretary has reason to believe that an employee's state of health may make him or her a risk to the health, safety or welfare of other employees or persons at the workplace including students,

the Secretary may direct the employee to absent himself or herself from duty on personal leave, with or without pay, until the employee is examined by a medical practitioner approved by the Secretary. If the examination discloses that the employee is unfit for duty, the employee will be granted such further personal leave as the medical report indicates is necessary. If the examination discloses that the employee is fit for duty, the personal leave debited as a result of a direction under this subclause will be restored and the employee repaid any salary or wages lost as a result of a direction under this sub-clause.

(4) A direction by the Secretary under subclause (3) of this clause must not be for a period of more than 10 working days. Provided that where the employee unreasonably refuses to attend a medical examination under subclause (3), the Secretary may direct the employee to absent himself or herself from duty on personal leave, with or without pay, until the employee attends the medical examination or the Secretary is otherwise satisfied that the employee is fit to resume duty.

6.2.11 Personal leave with pay will not be granted if an employee is absent from duty without sufficient cause. Where the Secretary has occasion to doubt the cause of an illness or injury or the reason for absence, he or she may refer any required document to a medical practitioner approved by the Secretary for report.

6.2.12 An employee in the principal, teacher or paraprofessional classes who is absent through illness or injury immediately before a school vacation, will be entitled to receive his or her pay for that vacation period if the employee:

- (1) returns immediately after the vacation; or
- (2) has been on duty for four weeks during the term preceding the vacation.

Provided that an employee in the principal, teacher or paraprofessional classes absent through illness or injury immediately before and after the Christmas vacation will be paid only for statutory public holidays at Christmas and New Year and for one additional week and, subject to this Division, the employee may utilise any personal leave standing to his or her credit.

6.2.13 An employee may utilise personal leave credits accrued in accordance with clause 6.2.1 on a pro-rata basis to make up the difference between payments made by the Transport Accident Commission and his or her full pay.

6.2.14 The provisions of this Division, so far as they are applicable, apply to leave under the provisions of Divisions 3, 4, 5 and 6 of this Part.

### **Division 3 – Personal leave (Carers)**

6.3.1 (1) For the purposes of Divisions 3 and 7 of this Part "**immediate family**" includes the 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.

(2) Subject to clause 6.3.2 an employee who is required to provide care and support for a member(s) of his or her immediate family or household will be granted personal leave to care for an immediate family or household member.

- (3) In any year where an employee has exhausted his or her personal leave credits, the employee will be granted further personal leave to care for an immediate family or household member with pay up to a maximum of 22.8 hours. **amended by Order 381**
- (4) Subject to subclause (3), personal leave to care for an immediate family or household member will be deducted from the employee's personal leave credits accrued in accordance with clause 6.2.1.
- 6.3.2 (1) Applications for personal leave to care for an immediate family or household member must be supported by a required document. Provided that:
- (a) up to 38 hours personal leave to care for an immediate family or household member may be granted in any one year without production of a required document subject to any one continuous absence without a required document not exceeding three days;
  - (b) notwithstanding subclause (1)(a) the Secretary may require a required document to be furnished for any absence;
  - (c) where a required document is required it must state that the person requiring care and support is suffering from an illness which requires care by another or requires care or support due to an unexpected emergency **amended by Order 381**
  - (d) notwithstanding subclause (1)(a) the total amount of personal leave granted under this clause and clause 6.2.9(1) without production of a required document must not exceed 38 hours in aggregate in any one year;
- (2) Unless otherwise approved by the Secretary where personal leave to care for an immediate family or household member is granted without the production of a required document in circumstances not covered by subclause (1) such leave will be without pay.
- 6.3.3 (1) Subject to subclause 6.3.3(2), a casual employee is entitled to not be available to attend work, or to leave work:
- (a) if he or she needs 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
  - (b) upon the death in Australia of an immediate family or household member.
- (2) The Secretary and the employee will agree on the period for which the employee is 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 two days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (3) The Secretary must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary to engage or not to engage a casual employee are otherwise not affected.

#### **Division 4 – Infectious Disease Leave**

- 6.4.1 Where a medical practitioner approved by the Secretary 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.
- 6.4.2 Where a medical practitioner approved by the Secretary certifies that an employee has contracted poliomyelitis, pulmonary tuberculosis or infectious hepatitis as a direct result of exposure during the course of the employee's duties, the employee may be granted up to six months leave with full pay and six months leave on half pay. Any leave so granted in excess of the employee's personal leave credits will not be regarded as a debit against the employee. On resumption of duty, the employee will be entitled to a total initial personal leave credit of not less than 182.4 hours.
- 6.4.3 If an employee's duties expose him or her to the risk of contracting an infectious disease and a medical practitioner approved by the Secretary 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 special 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.

#### **Division 5 – Accident Compensation Leave**

- 6.5.1 If an employee sustains personal injury in circumstances where the employee is entitled to receive weekly payments in respect of that injury under the **Accident Compensation Act 1985** such employee will, 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** during the period of incapacity.
- 6.5.2 Except where the Secretary approves, no leave will be granted under this Division which is:

- (1) in excess of a continuous period of 52 weeks inclusive of any other leave which may be granted with pay; or
- (2) in excess of an aggregate of 52 weeks in respect of a particular injury or incapacity.

6.5.3 An employee is not 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**.

#### **Division 6 – War Service Sick Leave**

- 6.6.1 For the purposes of this subclause "**accepted war-caused disability**" means accepted by the Department of Veterans Affairs as being a war caused disability.
- 6.6.2 An employee who has an accepted war-caused disability, will, apart from any personal leave which may be standing to his or her credit, be credited with 114 hours 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.
- 6.6.3 Where the Secretary is satisfied that the illness of an employee with at least six months' service is directly related to, or is aggravated by, an accepted war-caused disability that employee will be granted war service sick leave to the extent credited in accordance with clause 6.6.2.

#### **Division 7 – Bereavement Leave**

- 6.7.1 Leave on full pay of up to three days may be granted to any employee on account of the death of a member of the employee's immediate family or household. Bereavement leave on full pay of up to three days may be granted in other cases where, in the opinion of the Secretary, special circumstances exist.
- 6.7.2 Leave, with or without pay, in excess of that specified in clause 6.7.1 may be granted if the Secretary is satisfied that three days is inadequate.

#### **Division 8 – Leave for Jury Service**

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

#### **Division 9 – Defence Reserve Leave**

- 6.9.1 Leave may be granted for Defence Reserve service up to a maximum period of 78 weeks continuous Defence Reserve service.

- 6.9.2 An employee required to complete Defence Reserve service will consult with the Secretary regarding the proposed timing of the Defence Reserve service and will give the Secretary as much notice as is possible of the time when the service will take place.
- 6.9.3 Where the base salary, excluding allowances, received by the employee from the Australian Defence Force in respect of Defence Reserve service during his or her ordinary hours of work is below the employee's substantive salary, the employee will, unless exceptional circumstances arise, be paid such amount to bring the employee's total emolument up to the employee's substantive salary for the period of Defence Reserve service.

### **Division 10 – Parental Absence**

- 6.10.1 (1) An employee in the executive class, principal class, teacher class or paraprofessional class 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:
- (a) Maternity leave
  - (b) Adoption leave
  - (c) Partner Leave
  - (d) Long service leave
  - (e) Family leave without pay being that portion of a parental absence not covered by paid leave
- (2) An education support class employee is entitled to be absent from duty for up to a total of 52 weeks following, or in conjunction with, the birth or adoption of one or more children comprising one or more of the following forms of leave:
- (a) Maternity leave
  - (b) Adoption leave
  - (c) Partner Leave
  - (d) Annual Leave
  - (e) Long service leave
  - (f) Parental leave without pay being that portion of a parental absence not covered by paid leave.

- 6.10.2 Any period of long service leave granted during a parental absence will extend the maximum period of parental absence available under clause 6.10.1.
- 6.10.3 Subject to clause 6.10.4, 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.
- 6.10.4 Unless otherwise approved by the Secretary, an employee who is pregnant is required to absent herself from duty for the period:
- (1) six weeks before the expected date of birth until six weeks after the actual date of birth; or
  - (2) six weeks from the actual date of birth where this occurs before the expected date of birth.
- 6.10.5 An employee is permitted to attend for duty during any part of the period stated in clause 6.10.4 provided that:
- (1) 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
  - (2) the attendance sought by the employee is at a time employees ordinarily attend for duty.
- 6.10.6 In respect of an employee in the executive class, principal class, teacher class or paraprofessional class, a particular parental absence cannot extend beyond the seventh birthday of the child for whom the absence has been granted provided that:
- (1) the absence may be extended if this is necessary to permit resumption on the first school day of the following term;
  - (2) the Secretary may allow an employee in the executive class, principal class, teacher class or paraprofessional class, a further parental absence in the event of any subsequent birth or adoption.
  - (3) a parental absence in respect of an adopted child can be extended beyond the seventh birthday of the adopted child up to a maximum of seven years or the sixteenth birthday of the adopted child whichever occurs first.
- 6.10.7 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):

**amended by  
Order 381**

- (1) each employee in the executive class, principal class, teacher class or paraprofessional class is entitled to a parental absence of seven years;
- (2) only one parental absence may be taken per employee per child (or children in respect of a multiple birth);
- (3) excluding adoption leave and partner leave, both employees may not be absent at the same time and the absences must be contiguous.

6.10.8 (1) An employee in the executive class, principal class, teacher class or paraprofessional class, may return to duty after a parental absence:

- (a) six weeks following the birth or placement of her child (or children in respect of a multiple birth) 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
  - (b) 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
  - (c) at such other time as the Secretary approves provided that applications on compassionate or hardship grounds will not be unreasonably refused.
- (2) An education support class employee will return to duty on the expiration of the period of parental absence unless further leave is approved. An education support class employee may, at his or her discretion, return to duty at an earlier date as follows:
- (a) six weeks following the birth or placement of her child (or children in respect of a multiple birth) or the expiration of maternity leave; or
  - (b) subject to clause 6.10.4, at any time during the period of parental absence approved by the Secretary provided that applications on compassionate or hardship grounds will not be unreasonably refused.

6.10.9 (1) 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.

- (2) The Secretary will consider the request under subclause (1) 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.

- 6.10.10 (1) Where an employee is pregnant and, in the opinion of a registered medical practitioner approved by the Secretary, 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 Secretary 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.
- (2) An employee temporarily transferred to a safe job under subclause (1) is entitled to be paid not less than her substantive salary immediately prior to the temporary transfer.
- (3) If temporary transfer to a safe job is not practicable, the employee may elect, or the Secretary may require the employee, to absent herself on leave for such period as is certified necessary by a registered medical practitioner.
- 6.10.11 (1) An employee in the executive class, principal class, teacher class or paraprofessional class who is pregnant may access paid leave to a maximum of 38 hours, deducted from her personal leave entitlement, to attend routine medical appointments associated with that pregnancy, provided that she:
- (a) provides a medical certificate certifying she is pregnant; and
  - (b) provides a medical certificate for each appointment.
- (2) An education support class employee who is pregnant may access paid leave to a maximum of thirty five hours to attend routine medical appointments associated with that pregnancy, provided that she:
- (a) provides a medical certificate certifying she is pregnant;
  - (b) provides a medical certificate for each appointment; and
  - (c) schedules appointments at times that minimise disruption to the school and/or the requirement to engage replacement staff for the period of the absence.
- (3) An education support class employee whose spouse or de facto spouse is pregnant may access paid leave to a maximum of 7.6 hours for the period of the pregnancy to enable his or her attendance at routine medical appointments associated with the pregnancy, provided that:
- (a) the employee provides a medical certificate certifying his or her spouse is pregnant;
  - (b) the employee provides a medical certificate for each appointment; and

- (c) appointments are scheduled at times that minimise disruption to the school and/or the requirement to engage replacement staff for the period of the absence.

6.10.12 Notwithstanding clause 6.10.1, where the pregnancy of an employee terminates or results in a stillbirth 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.

### **Division 11 – Maternity Leave**

6.11.1 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 6.10.4. An employee whose pregnancy terminates more than twenty weeks before the expected date of birth has no entitlement to leave under this Division but may be eligible for personal leave under clause 6.2.6.

6.11.2 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 clause 6.10.4. The period during which an employee attends for duty within the periods stated in subclauses 6.10.4(1) and (2) will not be included as part of the 26 weeks qualifying service.

6.11.3 For the purposes of clause 6.11.2 qualifying service means:

- (1) any duty as an employee other than any period of employment on a casual basis;
- (2) any leave with pay approved by the Secretary;
- (3) any leave without pay approved by the Secretary to count as qualifying service;
- (4) any other service approved by the Secretary to count as qualifying service.

6.11.4 While on maternity leave with pay an employee will be paid at:

- (1) the time fraction which she was working immediately before commencing maternity leave; or
- (2) the time fraction immediately prior to commencing long service leave, if the employee ceases long service leave on half pay immediately before commencing the parental absence under clause 6.10.3.

6.11.5 An employee who is eligible for paid leave under this Division and Division 5 of this Part in respect of a maternity leave absence is entitled to maternity leave with pay in accordance with this Division less the amount paid by way of weekly compensation

under the **Accident Compensation Act 1985** and has no further entitlement to leave under Division 5 of this Part during the maternity leave period.

- 6.11.6 An employee in the executive class, principal class, teacher class or paraprofessional class whose period of paid maternity leave expires during a school vacation period is entitled to receive her pay for the remainder of that vacation period provided the employee has provided notice under 6.10.8(1)(a) and returns to duty.

amended by  
Order 381

### Division 12 – Leave for Adoption

- 6.12.1 An employee who is an approved applicant for the adoption of a child will, 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 Division are the same as are specified in Division 12 of this Part.
- 6.12.2 Where no legal adoption ensues, the employee has no further entitlement to adoption leave.
- 6.12.3 Where two employees apply for adoption leave in respect of the placement of the same child each employee will be entitled to leave with pay for four weeks commencing on the date of placement of the child.
- 6.12.4 An employee in the executive class, principal class, teacher class or paraprofessional class whose period of paid adoption leave expires during a school vacation period is entitled to receive his or her pay for the remainder of that vacation period provided the employee returns to duty immediately after the vacation.
- 6.12.5 If an employee, other than a casual employee, is granted custody of a child under the **Children, Youth and Families Act 2005** by the Children’s Court or the Family Court, and the employee is the primary care giver of the child, the employee is entitled to two weeks paid leave at a time agreed with the Secretary.
- 6.12.6 An employee who is eligible for paid leave under this Division and Division 5 of this Part in respect of an adoption leave absence is entitled to adoption leave with pay in accordance with this Division less the amount paid by way of weekly compensation under the **Accident Compensation Act 1985** and has no further entitlement to leave under Division 5 of this Part during the adoption leave period.
- 6.12.7 In circumstances not covered by this Division, the Secretary may grant leave to an employee under this Division where the employee has the daily care and control of a child following:

- (1) the adoption by the employee of a child who is a relative of the employee; or

- (2) the employee becoming the legal guardian of a child.

### **Division 13 – Partner Leave**

- 6.13.1 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) will be granted leave with pay, at the rate the employee would have received but for the absence on partner leave, for up to 38 hours (five days in respect of a full time employee), to care for such child (or children in respect of a multiple birth) and / or mother of the child.
- 6.13.2 Unless otherwise approved by the Secretary, partner leave must be taken in the period commencing one week before the expected date of birth of the child (or children in respect of a multiple birth) and concluding six weeks after the actual date of birth.
- 6.13.3 An employee who is eligible for paid leave under this Division and Division 5 of this Part in respect of a partner leave absence is 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** and has no further entitlement to leave under Division 5 of this Part during the partner leave period.
- 6.13.4 An employee is not eligible for paid leave under this Division if that employee is also eligible for leave under Division 12 or 13 of this Part in respect of the same child (or children in respect of a multiple birth).

### **Division 14 – Long Service Leave**

- 6.14.1 In this Division unless otherwise specified, "**service**" means employment under the Act, employment under the **Teaching Service Act 1958, Education Service Act 1981** and **Teaching Service Act 1981** and any reference to "**teaching service**" includes employment under the **Teaching Service Act 1958, Education Service Act 1981** and **Teaching Service Act 1981**.
- 6.14.2 (1) An employee is entitled to long service leave in accordance with the provisions of section 2.4.25 of the Act, with long service leave accruing at the rate of 495.6967 hours after ten years full time service and at the rate of 247.84835 hours for each completed five years of service thereafter.
- (2) In addition to the provisions of section 2.4.25 of the Act, an employee may access their long service leave entitlements on a pro-rata basis after seven years service and may apply for pay in lieu of the pro-rata entitlement on termination of employment.

- (3) An employee may apply to commute a portion of long service leave credits to salary. Except where otherwise approved by the Secretary 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.
- (4) An employee may elect to utilise some or all of their long service leave entitlement at half pay.

6.14.3 (1) Applications for long service leave must be in writing and must specify:

- (a) the period of leave being sought; and
  - (b) whether the leave is to be on full pay or half pay;
  - (c) whether, in conjunction with the long service leave absence of six weeks or longer, a portion of long service credit is sought to be commuted.
- (2) Unless otherwise approved by the Secretary, applications for long service leave must be lodged no later than two terms before the intended commencement of leave.
- (3) An employee may apply for long service leave in accordance with this Division whether or not he or she has completed the qualifying period. Provided that leave will only be granted for periods after the completion of the qualifying period specified in clause 6.14.2.

6.14.4 Unless otherwise approved by the Secretary, an employee absent on approved long service leave is not permitted to resume duty until the expiration of the approved long service leave period.

6.14.5 Where an employee falls sick during a period of long service leave the employee may be granted personal leave in accordance with Division 2 of this Part and an equivalent period of long service leave will be re-credited or, where approved by the Secretary, the period of long service leave extended by the amount of personal leave approved.

6.14.6 (1) Public holidays which occur during a period of long service leave do not form part of the long service leave.

- (2) School vacations which occur during a period of long service leave will form part of the long service leave for employees in the executive, principal, teacher, and paraprofessional class.

6.14.7 An employee whose application for long service leave has been refused may seek a review of that decision in accordance with Part 5 of this Order.

6.14.8 In computing an employee's entitlement to long service leave, the following is included:

- (1) subject to clause 6.14.9 the aggregate of the employee's service, including absences on annual leave, on personal leave with pay, or on any other leave with pay for which provision is made in this Order;
- (2) subject to the employee resuming duty and complying with any obligations contained in an agreement, if applicable, between the Secretary and the employee regarding the study award, any leave with or without pay granted to employees to undertake studies under the following study awards:
  - Education Foundation
  - Alberta Order
  - Anzac Fellowship Scheme
  - Asian Travel Grants
  - Australian Volunteers Abroad – (where approved teaching duties are undertaken)
  - Canadian Pacific Airlines Travel Order
  - Churchill Fellowships
  - Community Aid Abroad – (where approved teaching duties are undertaken)
  - Douglas Ranking Brown Scholarships
  - East West Centre in Hawaii
  - Education Research Fellowship
  - Fellowship – Advanced Studies
  - Fellowship – University of London
  - French Government Scholarships
  - German Government Scholarships
  - Goethe Institute Scholarships
  - Home Economics Teacher Group
  - Imperial Relations Trust Fellowship
  - Lecturer at Commonwealth Institute (London)
  - Nuffield Travelling Fellowship
  - Rotary International Scholarships
  - Travelling Scholarships
  - US Government Teacher Interchange (Fulbright) Program
  - Victorian Primary Women's Award;
- (3) any service recognised in accordance with clause 6.14.10;
- (4) any period of war service in the armed forces of the Commonwealth of Australia if such service ended not more than five years before the commencement of any other service or employment which counts towards long service leave entitlement under this Order; and
- (5) such other periods of leave as the Secretary may determine in any particular case.

6.14.9 In computing an employee's entitlement to long service leave, the following is not included:

- (1) unless the employee was re-employed within a period of three months after the dismissal, any period of service prior to the employee having been dismissed from the Teaching Service for causes within the employee's own control (provided that in special circumstances, the Secretary may approve credit for service prior to an employee's dismissal);
- (2) any period of employment prior to the employee having left the Teaching Service for causes within his or her control, if the employee was not re-employed in the Teaching Service within five years from the date on which the employee left. Provided that if an employee leaves the Teaching Service to take up employment with any authority or class of authorities approved by the Secretary in accordance with clause 6.14.10, the employee will not be deemed to have left the Teaching Service for causes within his or her control;
- (3) any period of service subsequent to the date from which a pension is payable under the **Superannuation Act 1958** or **State Superannuation Act 1988** where the employee is retired on the grounds of ill-health;
- (4) any period of service of an employee which preceded any absence from duty in approved service for any continuous period greater than twelve months, provided that the following absences which exceed 12 months may be included:
  - (a) an absence on leave approved under this Order;
  - (b) an absence due to the termination of approved service due to ill-health. Provided that re-employment in approved service occurred not more than twelve months after he or she again becomes fit for employment;
  - (c) an absence of less than five years where such absence was occasioned by retrenchment from the Teaching Service;
  - (d) an absence of less than five years where such absence was occasioned by resignation which, in the opinion of the Secretary, was effected in special circumstances including (without limiting the generality of the foregoing):
    - (i) pressing personal or domestic emergency, strain or stress deserving of compassionate consideration; or
    - (ii) changes in the work environment or career direction or orientation of an employee considered to have reasonably required an interruption to the course of approved service;

- (e) an absence of less than five years which satisfies the requirements of clause 6.14.9(2).

6.14.10 (1) In addition to credits to which an employee is entitled under clauses 6.14.1 and 6.14.8, to the extent approved by the Secretary, credit may also be given for employment with those organisations approved by the Secretary. Provided that such credit is reduced by the amount of long service leave the employee has already used or been paid in lieu.

- (2) In determining whether an organisation or body is approved under subclause (1) the Secretary will have regard to the following:

- (a) the legislation (if any) under which the organisation was constituted;
- (b) the relationship between the organisation and Government (if any) for which the organisation was established.

6.14.11 Service as an emergency or casual teacher may be included as service for long service leave purposes as follows:

- (1) service prior to 25 May 1981 may be included for calculation of credit and continuity of service purposes;
- (2) service on or after 25 May 1981 does not count towards the long service leave credit but may be included as service for continuity purposes.

6.14.12 (1) An employee granted long service leave with full pay will be paid during such leave at the employee's normal rate of pay.

- (2) Except where otherwise determined by the Secretary, allowances payable under this Order which meet the following criteria are payable during long service leave:

- (a) the allowance is of a continuing and ongoing nature; and
- (b) 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
- (c) the employee would have continued to receive the allowance but for his or her absence on leave.

6.14.13 If an employee is granted long service leave on half pay, the employee will be paid during such leave half of what he or she would have been paid if the leave had been granted with full pay.

6.14.14 (1) If an employee:

- (a) is not paid in lieu of long service leave on ceasing any period of employment; and
- (b) is subsequently re-employed in the Teaching Service; and
- (c) the prior employment is recognised for long service leave purposes under clause 6.14.8

any entitlement under clauses 6.14.12 or 6.14.13 will be based on the employee's salary at the date from which leave is taken or from which pay in lieu of long service leave is due, as the case may be.

- (2) In the circumstances set out in subclause (1), any entitlement under clauses 6.14.12 or 6.14.13 will be calculated as if there were two separate periods of service, if the employee would thereby receive a greater sum of money.

### **Division 15 – Sabbatical Leave**

6.15.1 The Secretary 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 Secretary covering the terms and conditions of the sabbatical leave.

6.15.2 Sabbatical leave will be granted in accordance with guidelines determined by the Secretary and will, unless otherwise agreed, be taken immediately following the completion of the relevant work period during which salary was reduced under clause 6.15.1.

6.15.3 Unless otherwise determined by the Secretary, sabbatical leave does count as service for all purposes including continuity of service.

6.15.4 Unless otherwise determined by the Secretary:

- (1) employees who are granted leave under this Division cannot resume duty earlier than the expiration of the period of sabbatical leave;
- (2) notwithstanding sub-clause (1) of this clause, the Secretary may authorise an employee to resume duty earlier than the expiration of the period of sabbatical leave in circumstances where the early resumption can be accommodated having regard to the educational and operational requirements of the school.

### **Division 16 – Spouse Leave**

6.16.1 Leave without pay from 3 months to 12 months will 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.

6.16.2 Leave without pay from 3 months to 12 months may be granted once every three years to an employee:

- (1) whose spouse is travelling interstate or overseas; or
- (2) whose spouse is transferred within Victoria where no employment in the teaching service can be offered to the employee at the new location; or
- (3) 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.

6.16.3 Unless otherwise approved by the Secretary, employees granted leave under sub-clauses 6.16.1, 6.16.2(1) or (2) must resume duty at the start of the school term following the expiration of the spouse leave.

6.16.4 Notwithstanding clauses 6.16.1 and 6.16.2, the Secretary may approve such other period of leave as the Secretary considers appropriate and may approve more than one grant of leave in any three year period.

#### **Division 17 – Other Leave**

6.17.1 (1) An employee may be granted leave without pay for any of the following reasons:

- (a) for family reasons;
  - (b) subject to section 2.4.30 of the Act, to undertake employment not covered by sub-clause (2) of this clause;
  - (c) to undertake study or training not covered by subclause (2) of this clause;
  - (d) to travel;
  - (e) to participate in, officiate at and/or train for sporting events;
  - (f) to pursue the development of personal interests;
  - (g) to undertake voluntary work, including participation in community and international aid programs; or
  - (h) for any other reason not covered by subclauses (1) or (2) of this clause approved by the Secretary.
- (2) An employee may be granted leave either with or without pay and subject to such other terms and conditions as the Secretary thinks fit in any particular case for the purposes of enabling an employee:

- (a) to pursue a course of studies or training or to undertake research which in the opinion of the Secretary would improve the potential of the employee to serve the State in the Teaching Service;
  - (b) to engage in employment with the Commonwealth or any State or Territory of the Commonwealth or any public statutory body constituted under the law of the Commonwealth or a State or Territory of the Commonwealth including any university or educational institution offering courses at tertiary level;
  - (c) to engage in any other employment or occupation which in the opinion of the Secretary would improve the potential of the employee to serve the State in the Teaching Service;
  - (d) to engage in employment in connexion with any joint enterprise in which the Commonwealth or a State or Territory of the Commonwealth is concerned; or
  - (e) to engage in employment in or in connexion with any other enterprise to which the State has agreed to provide assistance.
- (3) The Secretary may grant leave with pay subject to such terms and conditions as the Secretary thinks fit in any particular case for any purpose not covered in this Order.
- 6.17.2 In determining applications for leave with or without pay, the Secretary will have regard to the following matters:
- (1) the length of service of the employee;
  - (2) the reason for leave;
  - (3) the availability of suitable replacement staff; and
  - (4) any other factor considered relevant by the Secretary.
- 6.17.3 (1) Leave without pay under subclause 6.17.1(1) of this Order will not ordinarily be granted for continuous periods in excess of 12 months, provided that the Secretary may approve or extend leave without pay for such longer period he or she considers warranted having regard to the reason for leave.
- (2) Leave under subclauses 6.17.1(2) or (3) of this Order may be granted for such periods as the Secretary thinks fit having regard to the reason for leave.
- 6.17.4 Unless otherwise approved by the Secretary:

- (1) Leave without pay granted under subclause 6.17.1(1) does not count as service but will be included as service for continuity purposes under this Order.
- (2) Leave without pay granted under subclause 6.17.1(2) will count as service for all purposes under this Order including continuity of service.

### **Division 18 – General**

6.18.1 Subject to this Part and unless otherwise approved by the Secretary:

- (1) An employee who is granted leave under this Order cannot resume duty earlier than the expiration of the period of approved leave.
- (2) Notwithstanding subclause (1), the Secretary may authorise an employee to resume duty earlier than the expiration of the period of approved leave in circumstances where the early resumption can be accommodated having regard to the educational and operational requirements of the school.
- (3) Notwithstanding subclause (1), the Secretary may at any time cancel leave approved under this Order and direct that an employee resume duty.

## **PART 7 – PERSONAL, TRAVELLING AND REMOVAL EXPENSES**

### **Division 1 – General**

- 7.1.1 (1) Subject to this Part, an employee will be reimbursed his or her reasonable out of pocket expenses actually and necessarily incurred in the course of his or her authorised duties.
  - (2) 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.
- 7.1.2 An employee will not be reimbursed for travelling or removal expenses unless:
- (1) the expense was necessarily incurred in performance of the employee's duties;
  - (2) travel was undertaken in connection with an employee's employment and was by the most direct route; and
  - (3) reimbursement is authorised under this Order.
- 7.1.3 An employee whose duties require him or her to travel in excess of the distance between the employee's home and his or her school will be reimbursed the costs of that excess travel in accordance with this Part.

- 7.1.4 (1) 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.
- (2) The employee must obtain the prior approval of the Secretary before using his or her private mobile or home phone during the course of his or her employment.
- (3) Following use, the employee must submit an itemised statement of the calls made and their cost.

### Division 2 – Mode of Travelling

- 7.2.1 Employees must travel by rail whenever practicable.
- 7.2.2 Apart from travel by rail, travel must not be undertaken without the prior approval of the Secretary.
- 7.2.3 Subject to clause 7.2.2:
- (1) where it is not practicable to travel by rail, employees will be reimbursed the return fares of travel by other means of public conveyance subject to the production of satisfactory evidence of expenditure;
- (2) where rail or other public conveyance is available but an employee travels by other means the employee may be reimbursed actual costs incurred up to the amount which would have been payable for the conveyance of the employee under clause 7.2.1 or subclause 7.2.3(1) or such other amount as the Secretary approves;
- (3) where travel by rail or other public conveyance is not practicable or where the Secretary considers it expeditious or more economical for an employee to travel by motor vehicle the employee may use his or her own vehicle and be reimbursed at the rates determined by the Secretary.

Provided that an employee using a private vehicle on official business will not be reimbursed for travelling in excess of 20,000 kilometres during any financial year, unless otherwise approved by the Secretary.

- 7.2.4 An employee entitled to reimbursement for the use of a private motor vehicle must not be reimbursed for the hire of motor vehicles, unless the Secretary is satisfied that the hiring was unavoidable or was justified by the circumstances.
- 7.2.5 For the purposes of this Division, "**motor vehicle**" means a vehicle which is used or intended to be used on a highway or in a public place and which has its own motive power other than human or animal power.

### **Division 3 – Personal Expenses**

- 7.3.1 An employee whose duties require him or her to be absent from his or her headquarters overnight will be reimbursed in respect of the cost for meals, accommodation and incidentals at the rates determined by the Secretary. Provided that the cost of incidentals will only be reimbursed where the cost of accommodation expenses is reimbursed.
- 7.3.2 Where an employee has resided in the one locality for a period in excess of 28 days that employee may be reimbursed such amounts as the Secretary considers reasonable in the circumstances.
- 7.3.3 An employee travelling overseas will be reimbursed such amounts as the Secretary considers reasonable in the circumstances.
- 7.3.4 Subject to Division 9 of this Part, an employee who is absent from his or her headquarters and the absence does not extend overnight will be reimbursed the cost of meals at the rates determined by the Secretary. Provided that reimbursement may only be made where expenditure on meals is incurred.
- 7.3.5 Reimbursement for personal expenses is subject to the following conditions:
- (1) reimbursement for personal expenses will, except where otherwise stated, be in addition to the cost of conveyance. Provided that where the cost of conveyance includes the cost of meals or sleeping accommodation or both, the Secretary may determine the amount of personal expenses payable;
  - (2) personal expenses will not be reimbursed if incurred within an area of 24 kilometres radius of a employee's headquarters;
  - (3) personal expenses in excess of \$5,000 during any financial year will not be reimbursed unless the Secretary, on being satisfied that the expenditure is necessary in the interests of efficiency, approves the reimbursement.

### **Division 4 – Headquarters not fixed**

- 7.4.1 The Secretary will determine the personal and travelling expenses that apply to any employee whose place of work is not fixed.
- 7.4.2 For the purposes of this Division, the Secretary will determine the headquarters for allowances purposes of an employee whose place of work is not fixed but is variable.

### **Division 5 – Removal Expenses**

- 7.5.1 In clause 7.5.3, the phrase "**an employee to whom this clause applies**" means an ongoing employee who moves from one locality to another locality owing to:
- (1) promotion to an advertised vacancy;
  - (2) transfer following an official instruction;
  - (3) transfer to an advertised vacancy after having served for at least five years immediately prior to that transfer in the one school or location or at least four years in a school designated by the Secretary as Remote;
  - (4) redeployment as an excess employee.
- 7.5.2 An employee is not eligible for reimbursement of removal expenses in the case of:
- (1) a transfer arising from the request, fault, or misconduct of the employee; or
  - (2) relocation from place to place within Ballarat, Bendigo, Geelong or within the Melbourne metropolitan area.
- 7.5.3
- (1) An employee to whom this clause applies will be reimbursed expenses incurred for travel, meals at the rates determined by the Secretary under clause 7.3.4, accommodation and the cost of removing household furniture, teaching aids and personal belongings in respect of the employee and his or her dependants, provided that the Secretary is satisfied that the expenses were necessarily incurred having regard to:
    - (a) the distance to be travelled;
    - (b) the arrangements for the removal of the furniture and household effects of the employee;
    - (c) any other factor, the Secretary considers relevant.
  - (2) The cost of removing household furniture, teaching aids and personal belongings includes the cost of comprehensive insurance cover for those items whilst in transit, up to a maximum cover of \$45,000.
  - (3) Where more than one employee is eligible to be reimbursed removal expenses in respect of the one relocation, only one employee will be entitled to be reimbursed removal expenses.
  - (4) Only those expenses incurred in moving to the new location by the most direct route will be reimbursed under this clause.

7.5.4 An employee promoted or transferred in circumstances provided in subclauses 7.5.1(1), (2) or (4) and who is eligible for reimbursement of removal expenses is entitled to receive a re-establishment allowance of:

- (1) employee without dependants – \$372.00; or
- (2) employee with dependants – \$774.00.

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

7.5.5 (1) An employee entitled to be paid a re-establishment allowance under clause 7.5.4 will be reimbursed the reasonable cost of stamp duty paid on purchase of a residence or land for the purpose of erecting a residence thereon for his or her own permanent occupation at the new location.

(2) Unless otherwise approved by the Secretary, the allowance specified in subclause (1) is not payable unless the employee:

- (a) sells a residence at his or her old location;
- (b) enters into occupation of a residence at the new location within 15 months of the effective date of the promotion or transfer; and
- (c) provides satisfactory evidence of expenditure.

(3) Reimbursement under subclause (1) will not be made where the employee occupies a Government residence at the new location.

7.5.6 For the purpose of this clause, an employee who owns a motor vehicle and uses it for transport to the new location will be reimbursed at the appropriate rate prescribed in Division 2.

#### **Division 6 – Attendance at an In-Service Education Activity**

7.6.1 An employee required to travel a one-way distance of more than 20 kilometres from his or her place of residence to attend an in-service education activity may be reimbursed in accordance with Division 2 of this Part.

7.6.2 An employee attending an in-service education activity who is required to remain away from his or her home overnight, may be reimbursed in accordance with clause 7.3.1 for all or part of any accommodation costs incurred.

- 7.6.3 An employee attending an in-service education activity of at least one full day's duration, but not required to remain away from home overnight, may be reimbursed in accordance with clause 7.3.4 for one or more meals.

#### **Division 7 – Daily Travelling Allowances**

- 7.7.1 Where an employee working outside the Melbourne metropolitan area:
- (1) satisfies the Secretary that he or she is disadvantaged by being compelled to reside more than 20 kilometres from his or her school and there is no regular means of public conveyance between his or her residence and the school; or
  - (2) is administratively transferred to or located in, other than by the employee's personal application, a school more than 20 kilometres from his or her established home and there is no regular means of public transport between home and the school;

the employee may receive an allowance for distances travelled to and from school in excess of 40 kilometres per day. Provided that the allowance paid under sub-clause (2) must not be extended beyond the end of the year in which the allowance was first approved.

- 7.7.2 The rates payable under this clause are determined by the Secretary.

#### **Division 8 – Living Away From Home Allowances**

- 7.8.1 An employee with dependants who is transferred or promoted to a position and, being unable to obtain a suitable residence, is required to:
- (1) live away from home and pay board and lodging; or
  - (2) pay board and lodging for self and family; or
  - (3) incur additional expenditure;

may be reimbursed such allowance as the Secretary considers reasonable.

- 7.8.2 An employee without dependants who is required to live away from his or her home and pay a weekly amount for board and lodging in excess of one-third of his or her gross weekly salary may be paid an allowance equal to one half of the excess. Provided that no allowance less than 20 cents per day or more than \$4.00 per week will be paid.

#### **Division 9 – Evening Meal Allowance**

- 7.9.1 An employee in the principal class, teacher class or paraprofessional class who is on full-time duty in his or her own school during the afternoon session and is directed

by his or her Principal to remain on duty for at least two hours in the evening to conduct formal and specific teaching programs, excluding the time taken for a meal break, will be paid a meal allowance at the rate determined by the Secretary.

- 7.9.2 (1) An education support class employee will be entitled to the payment of a meal allowance at the rate determined by the Secretary provided that:
- (a) the education support class employee is required to work overtime for a minimum period of two hours and takes a meal break of not less than 20 minutes; or
  - (b) the education support class employee is required to work overtime for a minimum period of two hours, without a meal break, provided the period of the overtime commences prior to 6 p.m. and finishes after 7 p.m.
- (2) For the purposes of this clause "**overtime**" means any work totalling in excess of 76 hours in any one fortnightly period.
- 7.9.3 Payment under this Division will not be made in circumstances where the employee is otherwise eligible for reimbursement for a meal under this Order or where a meal is provided.

#### **Division 10 – Secretary's Power To Vary Allowances**

- 7.10.1 (1) If the Secretary is satisfied that the amount of allowance otherwise payable in accordance with this Order is either in excess of or insufficient to meet the expenses which might reasonably have been incurred by an employee, the Secretary may reduce or increase the amount of the allowance payable to the employee by such amount as the Secretary considers reasonable in the circumstances.
- (2) In circumstances where an employee incurs an expense for which no provision is made in this Part, the Secretary may authorise reimbursement of such expenses as are considered reasonable.

#### **PART 8 – PART-TIME EMPLOYMENT**

- 8.1.1 Part-time employment is available in the Teaching Service in accordance with procedures determined by the Secretary.
- 8.1.2 Employment, transfer or promotion to a part-time position must be made in accordance with the requirements which normally apply to similar full-time positions.

- 8.1.3 (1) A part-time employee is employed to work an agreed number of regular hours less than 76 hours a fortnight.
- (2) The number of hours per fortnight of a part-time employee must be fixed and constant over a normal fortnightly period.
- 8.1.4 (1) The days of attendance and times worked by a part-time employee will be determined by the Secretary after consultation with the employee regarding the days and times of attendance, including any arrangements regarding attendance at parent/teacher meetings on days other than normal days of attendance.
- (2) Unless otherwise agreed under subclause (1):
- (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.
- 8.1.5 Unless otherwise stated, all provisions of this Order, other than reimbursement of expenses, will apply to part-time employees on the same proportional basis as the employee's salary.

## **PART 9 – SELECTION**

### **Division 1 – General**

- 9.1.1 The purposes of this Part are to specify:
- (1) the composition and procedures of selection panels for any executive class, assistant principal, liaison principal, teacher class or education support class position which will be vacant for a period of six months or longer and is advertised on or after the date this Order operates; and
- (2) the grounds on which an employee may apply to a Merit Protection Board for a review of a provisional promotion or transfer in respect of an executive class, assistant principal, liaison principal, teacher class or education support class position.
- 9.1.2 All applicants receive fair and equitable treatment without regard to age, breastfeeding, carer status, disability, employment activity, gender identity, industrial activity, lawful sexual activity, marital status, parental status, physical features, political belief or activity, pregnancy, race (including colour, nationality, ethnicity and ethnic origin), religious belief or activity, sex, sexual orientation, or

**amended by  
Order 492**

personal association (whether as a relative or otherwise) with a person who is identified by reference to any of the above attributes.

- 9.1.3 Confidentiality of all selection processes and all applicant details must be maintained.

### **Division 2 – Executive Class and Liaison Principal**

- 9.2.1 The Secretary is responsible for executive class and liaison principal selection. As part of the selection process the Secretary must form a selection panel of at least three people, which:

- (1) includes an employee trained by the Merit Protection Boards in the principles of merit and equity; and
- (2) makes provision for gender representation.

- 9.2.2 All applicants must be assessed against the selection criteria and qualification requirements for a particular position. In developing the selection criteria the Secretary must ensure that the selection criteria are consistent with the role description of the position.

- 9.2.3 (1) The selection panel may choose to shortlist and any shortlisted applicants should be interviewed where possible.

- (2) Where an applicant is unable to attend an interview the selection panel may interview the applicant through teleconferencing or videoconferencing arrangements or the selection panel may judge that applicant on the best evidence available, including referee reports.

- (3) Interviews should focus on the selection criteria.

- 9.2.4 When seeking referee reports the selection panel:

- (1) may receive referee reports either verbally (telephone or in person) or in written form;
- (2) may contact persons other than nominated referees to assist in assessing an applicant's ability, capacity and suitability for a position;
- (3) should keep a record of referee comments.

- 9.2.5 The selection panel, in arriving at its recommendation, should:

- (1) attempt to reach agreement on the recommendation; or
- (2) attempt to reach a majority recommendation; or

- (3) report to the Secretary that it was unable to recommend any applicant, or that no applicant was suitable.
- 9.2.6
- (1) At the completion of the selection process the selection panel must rank all suitable applicants in order of merit.
  - (2) The selection panel must ensure that a report is prepared summarising the selection process and should include:
    - (a) details of the position to be filled;
    - (b) details of the selection panel;
    - (c) names of all applicants, including gender and qualifications (where relevant);
    - (d) where appropriate, reasons for not shortlisting an applicant and reasons why a shortlisted applicant could not be interviewed;
    - (e) a comparative assessment of each shortlisted applicant;
    - (f) the names of preferred applicants ranked in order of merit;
    - (g) signatures of panel members and the date.
- 9.2.7 On completion of the selection panel report the Secretary may employ, transfer or promote a person to the vacant position.
- 9.2.8 A copy of the selection report for each position is to be retained for two years.
- 9.2.9
- (1) Pursuant to the powers conferred by section 2.4.51(2) of the Act the grounds on which an employee may apply to a Merit Protection Board for a review of a provisional promotion or transfer to an executive class or liaison principal position, are:
    - (a) that the selection panel failed to comply with one or more of the requirements contained in clauses 9.1.2, 9.2.1, 9.2.2, 9.2.5, 9.2.6 and subclause 9.2.3(3) in making a recommendation to the Secretary in respect of that position; or
    - (b) that the selection decision is manifestly inconsistent with the evidence of the nature of the vacant position or of the qualifications and experience of the applicant and the employee provisionally transferred or promoted.
  - (2) A failure to comply with the requirements of this Part, other than the requirements listed in subclause (1), does not constitute a ground for review.

### Division 3 – Assistant Principal

9.3.1 The principal is responsible for assistant principal selection at each school. As part of the selection process the principal must form a selection panel of at least three people, which:

- (1) includes an employee trained by the Merit Protection Boards in the principles of merit and equity; and
- (2) makes provision for gender representation.

9.3.2 All applicants must be assessed against the selection criteria and qualification requirements for a particular position. The selection criteria for an assistant principal position must be set at a level which ensures the selection of an applicant of the highest quality. In developing the selection criteria the principal must ensure that the selection criteria are consistent with the following five core elements:

amended by  
Order 492

- (a) Educational leadership
  - (i) Outstanding capacity for visionary and exemplary educational leadership of a school or college.
  - (ii) Highly developed skills in leading and managing change including the leadership of others in the process of change.
- (b) Financial, managerial and administrative ability
  - (i) Outstanding financial, organisational and resource management skills.
- (c) Planning, policy and program development and review
  - (i) Exemplary values appropriate to the development of student learning with a demonstrated capacity to achieve high quality student outcomes.
  - (ii) Demonstrated ability to implement Department policies to a high level.
  - (iii) An understanding of, and a commitment to, the use of learning technologies to improve teaching and learning.
- (d) Leadership of staff and students
  - (i) A highly developed capacity to motivate staff, develop their talents and build an effective team.

- (ii) A clear capacity to foster a learning environment that takes account of the individual needs of students and helps students to develop their special abilities and talents.
- (e) Interpersonal and communication skills
  - (i) Highly developed interpersonal and communication skills in individual, small group and community contexts.
  - (ii) Exemplary values pertaining to personal qualities of objectivity, sensitivity and integrity.
  - (iii) An ability to work with parents and the community to develop a strong learning environment.
- 9.3.3 (1) The selection panel may choose to shortlist and any shortlisted applicants should be interviewed where possible.
- (2) Where an applicant is unable to attend an interview the selection panel may interview the applicant through teleconferencing or videoconferencing arrangements or the selection panel may judge that applicant on the best evidence available, including referee reports.
- (3) Interviews should focus on the selection criteria.
- 9.3.4 When seeking referee reports the selection panel:
  - (1) may receive referee reports either verbally (telephone or in person) or in written form;
  - (2) may contact persons other than nominated referees to assist in assessing an applicant's ability, capacity and suitability for a position;
  - (3) should keep a record of referee comments.
- 9.3.5 The selection panel, in arriving at its recommendation, should:
  - (1) attempt to reach agreement on the recommendation; or
  - (2) attempt to reach a majority recommendation; or
  - (3) report to the Principal that it was unable to recommend any applicant, or that no applicant was suitable.
- 9.3.6 (1) At the completion of the selection process the selection panel must rank all suitable applicants in order of merit.

- (2) The selection panel must ensure that a report is prepared summarising the selection process and should include:
  - (a) details of the position to be filled;
  - (b) details of the selection panel;
  - (c) names of all applicants, including gender and qualifications (where relevant);
  - (d) where appropriate, reasons for not shortlisting an applicant and reasons why a shortlisted applicant could not be interviewed;
  - (e) a comparative assessment of each shortlisted applicant;
  - (f) the names of preferred applicants ranked in order of merit;
  - (g) signatures of panel members and the date.

9.3.7 On completion of the selection panel report, the Principal may:

- (1) recommend to the Secretary that an applicant be employed, transferred or promoted; or
- (2) make no recommendation to the Secretary.

9.3.8 (1) Pursuant to the powers conferred by section 2.4.51(2) of the Act the grounds on which an employee may apply to a Merit Protection Board for a review of a provisional promotion or transfer to an assistant principal position, are:

- (a) that the selection panel failed to comply with one or more of the requirements contained in clauses 9.1.2, 9.3.1, 9.3.2, 9.3.5, 9.3.6 and subclause 9.3.3(3) in making a recommendation to the Secretary in respect of an assistant principal position; or
  - (b) that the selection process failed to comply with the procedures determined by the Secretary under clause 9.2.8 in making a recommendation to the Secretary in respect of an assistant principal position; or
  - (c) that the provisional transfer or promotion is manifestly inconsistent with the evidence of the nature of the vacant position or the school in which the vacancy occurs or of the qualifications and experience of the applicant and the employee provisionally transferred or promoted.
- (2) A failure to comply with the requirements of this Part, other than the requirements listed in subclause (1), does not constitute a ground for review.

#### Division 4 – Teacher Class

- 9.4.1 The principal is responsible for teacher selection at each school. As part of the selection process the principal must form a selection panel of at least three people, which:
- (1) includes an employee trained by the Merit Protection Boards in the principles of merit and equity; and
  - (2) makes provision for gender representation.
- 9.4.2 In a school where there is no principal position the Secretary will form a selection panel of at least three people which:
- (1) includes an employee who is trained by the Merit Protection Boards in the principles of merit and equity; and
  - (2) makes provision for gender representation.
- 9.4.3 (1) All applicants must be assessed against the selection criteria and qualification requirements for a particular position.
- (2) The selection criteria for leading teacher and classroom teacher positions must be set at a level which ensures the selection of applicants of the highest quality appropriate to the classification level. In developing the selection criteria the principal must ensure that the selection criteria are consistent with the following five core elements:
- (a) Content of teaching and learning
    - (i) Demonstrated high level of knowledge of the relevant key learning areas and the way students learn;
    - (ii) Ability to incorporate the teaching of literacy and numeracy skills as an integral part of the key learning area or age group which is being taught;
    - (iii) Capacity to respond at the school level to emerging educational needs and priorities.
  - (b) Teaching practice
    - (i) Demonstrated high quality classroom teaching capabilities which enable all students to achieve their full potential;

- (ii) Ability to successfully implement and evaluate curriculum initiatives in accordance with the Victorian Essential Learning Standards;
    - (iii) Ability to contribute to the identification of student learning needs and a commitment to the development and implementation of programs in accordance with the key goals and priorities established by a school in the development of its Strategic Plan and Annual Implementation Plan.
  - (c) Assessment and reporting of student learning
    - (i) Ability to assess and monitor student achievement and to provide reports to parents which keep them regularly and fully informed of their children's progress.
  - (d) Interaction with the school community
    - (i) Ability to develop constructive and respectful relationships with students which engender positive attitudes to learning;
    - (ii) Demonstrated high level communication and interpersonal skills when relating to students, parents and employees in the school.
  - (e) Professional requirements
    - (i) Demonstrated commitment and capacity to actively contribute to a broad range of school activities as a member of a school team;
    - (ii) Demonstrated capacity to reflect critically upon their professional practice to continually improve the quality of their teaching and capacity to enhance students learning through the application of knowledge, skills and expertise derived from ongoing professional development learning;
    - (iii) Demonstrated exemplary values and attitudes appropriate to responsible professional practice and the intellectual, physical, emotional and social development of students.
- (3) In addition to the requirements set out in subclause 9.3.3(2), selection criteria specific to the position may be included.
- 9.4.4 (1) The selection panel may choose to shortlist and any shortlisted applicants should be interviewed where possible.

(2) Where an applicant is unable to attend an interview the selection panel may interview the applicant through teleconferencing or videoconferencing arrangements or the selection panel may judge that applicant on the best evidence available, including referee reports.

(3) Interviews should focus on the selection criteria.

9.4.5 When seeking referee reports the selection panel:

(1) may receive referee reports either verbally (telephone or in person) or in written form;

(2) may contact persons other than nominated referees to assist in assessing an applicant's ability, capacity and suitability for a position;

(3) should keep a record of referee comments.

9.4.6 The selection panel, in arriving at its recommendation, should:

(1) attempt to reach agreement on the recommendation; or

(2) attempt to reach a majority recommendation; or

(3) report to the principal that it was unable to recommend any applicant, or that no applicant was suitable.

9.4.7 (1) At the completion of the selection process the selection panel must rank all suitable applicants in order of merit.

(2) The selection panel must ensure that a report is prepared summarising the selection process and should include:

(a) details of the position to be filled;

(b) details of the selection panel;

(c) names of all applicants, including gender and qualifications; (where relevant);

(d) where appropriate, reasons for not shortlisting an applicant and reasons why a shortlisted applicant could not be interviewed;

(e) a comparative assessment of each shortlisted applicant;

(f) the names of preferred applicants ranked in order of merit;

(g) signatures of panel members and the date.

9.4.8 On completion of the selection panel report the principal may:

- (1) recommend to the Secretary that an applicant be employed, transferred or promoted; or
- (2) make no recommendation to the Secretary.

9.4.9 The principal must retain a copy of the selection report for each position for two years.

9.4.10 (1) Pursuant to the powers conferred by section 2.4.51(2) of the Act the grounds on which an employee may apply to a Merit Protection Board for a review of a provisional promotion or transfer to a teacher class position, are:

- (a) that the selection panel failed to comply with one or more of the requirements contained in clauses 9.1.2, 9.4.1, 9.4.3, 9.4.6, 9.4.7 and subclause 9.4.4(3) in making a recommendation to the Secretary in respect of that position; or
  - (b) that the selection decision is manifestly inconsistent with the evidence of the nature of the vacant position or the school in which the vacancy occurs or of the qualifications and experience of the applicant and the employee provisionally transferred or promoted.
- (2) A failure to comply with the requirements of this Part, other than the requirements listed in subclause (1), does not constitute a ground for review.

#### **Division 5 – Education Support Class**

9.5.1 The principal is responsible for education support selection at each school. As part of the selection process the principal must form a selection panel of at least three people, which:

- (1) includes an employee trained by the Merit Protection Boards in the principles of merit and equity; and
- (2) makes provision for gender representation.

9.5.2 In a school where there is no principal position the Secretary will form a selection panel of at least three people which:

- (1) includes an employee who is trained by the Merit Protection Boards in the principles of merit and equity; and
- (2) makes provision for gender representation.

- 9.5.3 All applicants must be assessed against the selection criteria and qualification requirements for a particular position. In developing the selection criteria the principal must ensure that the selection criteria are consistent with the role description of the position.
- 9.5.4 (1) The selection panel may choose to shortlist and any shortlisted applicants should be interviewed where possible.
- (2) Where an applicant is unable to attend an interview the selection panel may interview the applicant through teleconferencing or videoconferencing arrangements or the selection panel may judge that applicant on the best evidence available, including referee reports.
- (3) Interviews should focus on the selection criteria.
- 9.5.5 When seeking referee reports the selection panel:
- (1) may receive referee reports either verbally (telephone or in person) or in written form;
- (2) may contact persons other than nominated referees to assist in assessing an applicant's ability, capacity and suitability for a position;
- (3) should keep a record of referee comments.
- 9.5.6 The selection panel, in arriving at its recommendation, should:
- (1) attempt to reach agreement on the recommendation; or
- (2) attempt to reach a majority recommendation; or
- (3) report to the principal that it was unable to recommend any applicant, or that no applicant was suitable.
- 9.5.7 (1) At the completion of the selection process the selection panel must rank all suitable applicants in order of merit.
- (2) The selection panel must ensure that a report is prepared summarising the selection process and should include:
- (a) details of the position to be filled;
- (b) details of the selection panel;
- (c) names of all applicants, including gender and qualifications (where relevant);

- (d) where appropriate, reasons for not shortlisting an applicant and reasons why a shortlisted applicant could not be interviewed;
- (e) a comparative assessment of each shortlisted applicant;
- (f) the names of preferred applicants ranked in order of merit;
- (g) signatures of panel members and the date.

9.5.8 On completion of the selection panel report the principal may:

- (1) recommend to the Secretary that an applicant be employed, transferred or promoted; or
- (2) make no recommendation to the Secretary.

9.5.9 The principal must retain a copy of the selection report for each position for two years.

9.5.10 (1) Pursuant to the powers conferred by section 2.4.51(2) of the Act the grounds on which an employee may apply to a Merit Protection Board for a review of a provisional promotion or transfer to an education support class position, are:

- (a) that the selection panel failed to comply with one or more of the requirements contained in clauses 9.1.2, 9.5.1, 9.5.3, 9.5.6, 9.5.7 and subclause 9.5.4(3) in making a recommendation to the Secretary in respect of that position; or
  - (b) that the selection decision is manifestly inconsistent with the evidence of the nature of the vacant position or the school in which the vacancy occurs or of the qualifications and experience of the applicant and the employee provisionally transferred or promoted.
- (2) A failure to comply with the requirements of this Part, other than the requirements listed in sub-clause (1), does not constitute a ground for review.

### **Division 6 – Probation**

9.6.1 Except where the Secretary otherwise determines either generally or in a particular case, the employment of a person who is not an ongoing employee to an ongoing position in the Teaching Service will be on probation for such period (not exceeding twelve months or three months in respect of an education support class employee) as the Secretary specifies whether generally or in any particular case or class of cases.

- 9.6.2 At the expiration of the period of probation determined under clause 9.6.1, the Secretary will either:
- (1) confirm the employment of the probationer;
  - (2) annul the employment of the probationer pursuant to section 2.4.8(3) of the Act; or
  - (3) extend the probation for a further period (not exceeding twelve months or three months in respect of an education support class employee).
- 9.6.3 Where the Secretary extends the probation for a further period under clause 9.6.2 he or she must confirm or annul the employment before the expiration of that further period or as soon as practicable thereafter.
- 9.6.4 Nothing in clauses 9.6.2 and 9.6.3 prevents the Secretary from annulling the employment of a person at any time while he or she is a probationer pursuant to section 2.4.8(3) of the Act.
- 9.6.5 Where any employment is annulled the annulment will take effect from such date as is determined by the Secretary. The effective date of annulment cannot be retrospective and the employee must be provided with any period of notice required under the **Fair Work Act 2009**.
- 9.6.6 A person may lodge a grievance with the Merit Protection Boards in relation to a decision to annul his or her employment.

amended by  
Order 492

## PART 10 – MERIT, EQUITY AND EMPLOYMENT PRINCIPLES

10.1.1 In the administration of this Order the following principles must be observed:

- (1) Employment, transfer or promotion to a position in the Teaching Service (except for transfer pursuant to section 2.4.3(3)(h) of the Act or assignments pursuant to section 2.4.4(1)(b) of the Act) will be from individuals selected solely on the basis of relative ability, knowledge and skills linked to the duties of the position. This will be conducted in fair and open competition which ensures that all receive equal opportunity.
- (2) Selection procedures must ensure fair and equal consideration of all applicants solely on the merits of each applicant measured against specified selection criteria.
- (3) All employees will receive fair and equitable treatment in all aspects of personnel management without regard to age, breastfeeding, carer status, disability, employment activity, gender identity, industrial activity, lawful sexual activity, marital status, parental status, physical features, political belief or

amended by  
Order 492

activity, pregnancy, race (including colour, nationality, ethnicity and ethnic origin), religious belief or activity, sex, sexual orientation, or personal association (whether as a relative or otherwise) with a person who is identified by reference to any of the above attributes.

- (4) School strategic plans, policies and management plans will be reviewed regularly to ensure that they reflect the principles of equal employment opportunity and strategies for managing diversity as determined by the Secretary.
- (5) Employment equity strategies will be implemented to improve the representation of women, people with disabilities, Aboriginal and Torres Strait Islanders, people from non English speaking backgrounds, at all levels of the Teaching Service.
- (6) All employees will be assured of an harassment free work environment and access to a process for the investigation of complaints of discrimination and harassment in the workplace.

## **PART 11 – CONDUCT AND DUTIES**

### **Division 1 – Conduct**

- 11.1.1 An employee must at all times observe the provisions of and carry out the duties imposed on him or her by the Act, **Public Administration Act 2004**, other relevant legislation, any regulations and ministerial orders made from time to time under those Acts and any instructions, directions or policies issued by the Secretary or any person authorised by the Secretary.
- 11.1.2 An employee must be civil, courteous and observe fairness and equity in all official dealings with students, the public, other employees at the school and other persons employed by the Department or a School Council.
- 11.1.3 Whilst on duty an employee's dress and appearance should be neat, clean and appropriate to the employee's duties.
- 11.1.4 An employee must not:
  - (1) borrow money from his or her subordinates; or
  - (2) engage in any monetary transactions with other employees, whereby any interest or other return in money or kind is charged or paid.

- 11.1.5 An employee must not, without reasonable excuse, contravene or fail to comply with a lawful direction given to the employee by a person with authority to give the direction.
- 11.1.6 An employee must not, without the express permission of the Secretary or as otherwise required by law, use or disclose, for any purpose other than for the discharge of the employee's official duties, any official information or documents acquired in the course of his or her employment. The employee must ensure that, unless otherwise required by law, confidentiality is observed in relation to any official information or documents acquired during the course of his or her employment.
- 11.1.7 (1) An employee must not
- (a) behave in any way which would impair the employee's influence over students or standing in the community generally, or
  - (b) during or outside the hours of duty, act in any manner unbecoming his or her position.
- (2) An employee must avoid any conflict of interest, financial or otherwise, that might affect, or may be seen to affect, the performance of the employee's official duties;
- (3) An employee must not seek, accept or obtain any financial or other advantage (including gifts, rewards or benefits) for himself/herself, his/her family or any other person or organisation if that advantage does or might compromise the employee's integrity.
- 11.1.8 When collecting or paying public monies, an employee must conform strictly with the provisions of the **Financial Management Act 1994** and the regulations thereunder and to such instructions and directions as may from time to time be issued by order of the Treasurer.
- 11.1.9 (1) An employee must not at any time consume alcohol or restricted or dangerous drugs in such a manner as to adversely affect his/her performance of duties or official conduct.
- (2) An employee must not consume alcohol while on duty except where such consumption is reasonable and in connection with an official school function or activity.
- 11.1.10 (1) An employee must not use, directly or indirectly, the resources of the Department, school or students of the school for any activity other than for official school purposes or other activities as authorised by the Secretary.

- (2) An employee must not use his/her official position, the resources of the Department, school or students of the school to produce and/or distribute material that is not in connection with his/her official duties as an employee of the Teaching Service.

11.1.11 An employee must not –

- (1) obstruct the principal of a school in the performance of his/her duties; or
- (2) attempt by means of threat or otherwise to prevent or deter the principal of a school from performing any of the duties required of him or her.

### **Division 2 – Duties**

11.2.1 In this Division –

**"timetable"** means a document drawn up by, or under direction from, the principal setting out in relation to the employees at a school:

- (a) the particular teaching and other duties to be performed by each employee; and
- (b) the day, time and place at which and period for which each duty is to be performed.

11.2.2 Subject to the general control and direction of the Secretary, the principal of a school is responsible for –

- (1) the efficient organisation, management and administration of the school;
- (2) implementing Government education policies;
- (3) implementing the general educational policy determined by the School Council;
- (4) the determination (after consideration of the general educational policy of the school and consultation with employees at the school) of the curriculum programs to be followed in the school which will encourage all students to set and strive for the highest achievable standards within each student's individual, physical, intellectual, emotional and social capabilities;
- (5) the allocation of teaching and other duties to employees at the school provided that the duties allocated are consistent with the professional responsibilities of an employee;
- (6) ensuring that the buildings and grounds of the school are kept secure and in good order and condition;

- (7) the general care, safety and welfare of students attending the school;
- (8) ensuring safe working practices in the school in accordance with the **Occupational Health and Safety Act 2004**;
- (9) (a) drawing up or causing to be drawn up a timetable which is to be in writing and signed by the principal and which may at any time be altered, amended or varied by the principal; and
  - (b) ensuring that the provisions of a timetable and of any alteration, amendment or variation thereof are brought to the notice of the employees at the school;
- (10) as occupier of the school ensuring that trespassers do not enter or remain upon the school premises and for that purpose (and for the purposes of the **Summary Offences Act 1966**), may:
  - (a) authorise a person to enter or remain upon the school premises;
  - (b) warn, demand or require a person to leave the school property;
  - (c) warn a person not to enter the school premises, in accordance with section 9 of the **Summary Offences Act 1966**;
  - (d) lawfully remove a trespasser from school premises;
  - (e) request assistance from an employee at the school in relation to any matter referred to in subclauses (10)(a) to (d); and
  - (f) authorise an employee at the school or any other person to exercise, on behalf of the principal, any power of the principal for the purposes of subclause (10)(a) to (d).

11.2.3 The duty of every employee at a school is to –

- (1) carry out the duties as required by the principal of the school;
- (2) comply with the time-table at the school;
- (3) perform their official duties with reasonable skill, care and diligence;
- (4) maintain a record of procedure and to instruct students accordingly;
- (5) supervise and maintain proper order and discipline among the students of whom he or she is in charge;

- (6) give full cooperation and assistance to the principal and all other employees at the school in the development and implementation of the course of study to be followed in the school and in the performance of their respective duties;
- (7) in accordance with any directions of the principal, assess the educational development of students, compile and maintain records of that development and provide reports to parents;
- (8) promote the general welfare of students attending the school;
- (9) comply with any Government policies;
- (10) observe safe working practices so as not to endanger themselves or others;
- (11) assist in protecting the buildings and grounds of the school from damage; and
- (12) carry out such other duties as are assigned to him or her by the principal whether by means of the Act, **Public Administration Act 2004**, other relevant legislation, any regulations and ministerial orders made from time to time under those Acts and any instructions, directions or policies issued by the Secretary or any person authorised by the Secretary or the principal.

## **PART 12 – GENERAL**

12.1.1 The Secretary may delegate to any person employed in the administration or execution of the Act his or her powers or functions under this Order.

12.1.2 From and inclusive of the day this Order is signed, this Order commences to operate and Ministerial Order 126 is repealed.

Dated this **twenty eighth** day of **April** 2009

**Bronwyn Pike, MP**  
**Minister for Education**

**SCHEDULE 1**

**SALARIES/REMUNERATION**

1.1 Employees will be paid the salary/remuneration appropriate to their classification as follows:

**Executive Class**

(1) Effective from the first pay period on or after 1 January 2012 the total remuneration of employees within the executive class will be within the range set out below:

amended by  
Order 531

|         |           |
|---------|-----------|
| Minimum | \$138,442 |
| Maximum | \$192,272 |

**Principal Class**

(2) Effective from the first pay period on or after 1 January 2012 employees within the principal class will be paid the total remuneration set out in the table below as follows:

amended by  
Order 531

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

| Level and Range |           | Total Remuneration |
|-----------------|-----------|--------------------|
| Level 3         | Range 6   |                    |
|                 | 6-4       | \$165,911          |
|                 | 6-3       | \$163,268          |
|                 | 6-2       | \$160,624          |
|                 | 6-1       | \$157,982          |
|                 | Range 5   |                    |
|                 | 5-4       | \$155,076          |
|                 | 5-3       | \$152,433          |
| Level 2         | 5-2       | \$149,790          |
|                 | 5-1       | \$147,148          |
|                 | Range 4   |                    |
|                 | 4-4       | \$140,754          |
|                 | 4-3       | \$138,111          |
|                 | 4-2       | \$135,467          |
|                 | 4-1       | \$132,824          |
|                 | Range 3   |                    |
| 3-4             | \$130,182 |                    |
| 3-3             | \$127,539 |                    |
| 3-2             | \$124,896 |                    |

|                |         |           |
|----------------|---------|-----------|
|                | 3-1     | \$122,253 |
| <b>Level 1</b> | Range 2 |           |
|                | 2-4     | \$119,610 |
|                | 2-3     | \$116,967 |
|                | 2-2     | \$114,324 |
|                | 2-1     | \$111,682 |
|                | Range 1 |           |
|                | 1-4     | \$109,039 |
|                | 1-3     | \$106,396 |
|                | 1-2     | \$103,752 |
|                | 1-1     | \$101,110 |

**Teacher Class**

- (3) Effective from the first pay period on or after 1 January 2012 employees within the teacher class will be paid the salary appropriate to their classification as follows:

**amended by  
 Order 531**

| <b>Classification and subdivision</b> | <b>Salary</b> |
|---------------------------------------|---------------|
| <i>Leading Teacher</i>                |               |
| <b>LT-3</b>                           | \$91,883      |
| <b>LT-2</b>                           | \$89,335      |
| <b>LT-1</b>                           | \$86,861      |
| <i>Classroom Teacher</i>              |               |
| <i>Expert</i>                         |               |
| <b>E-4</b>                            | \$84,056      |
| <b>E-3</b>                            | \$76,396      |
| <b>E-2</b>                            | \$74,099      |
| <b>E-1</b>                            | \$71,870      |
| <i>Accomplished</i>                   |               |
| <b>A-5</b>                            | \$69,373      |
| <b>A-4</b>                            | \$67,451      |
| <b>A-3</b>                            | \$65,582      |
| <b>A-2</b>                            | \$63,764      |
| <b>A-1</b>                            | \$61,997      |
| <i>Graduate</i>                       |               |
| <b>G-2</b>                            | \$58,609      |
| <b>G-1</b>                            | \$56,985      |

**Paraprofessional Class**

- (4) Effective from the first pay period on or after 1 January 2012 employees within the paraprofessional class will be paid the salary appropriate to their classification as follows: **amended by Order 531**

| <b>Classification and subdivision</b> | <b>Salary</b> |
|---------------------------------------|---------------|
| <i>Level 4</i>                        |               |
| Max                                   | \$91,882      |
| Min                                   | \$84,056      |
| <i>Level 3</i>                        |               |
| P 3-3                                 | \$76,396      |
| P 3-2                                 | \$74,099      |
| P 3-1                                 | \$71,870      |
| <i>Level 2</i>                        |               |
| P 2-5                                 | \$69,373      |
| P 2-4                                 | \$67,451      |
| P 2-3                                 | \$65,582      |
| P 2-2                                 | \$63,764      |
| P 2-1                                 | \$61,997      |
| <i>Level 1</i>                        |               |
| P 1-6                                 | \$58,609      |
| P 1-5                                 | \$55,035      |
| P 1-4                                 | \$51,462      |
| P 1-3                                 | \$47,889      |
| P 1-2                                 | \$44,315      |
| P 1-1                                 | \$40,741      |

**Education Support Class**

(5) Effective from the first pay period on or after 1 April 2012 education support class employees and education support class school year employees will be paid the rates appropriate to their classification level and salary range as follows:

amended by  
 Order 553

| Classification Level and Salary Range |                |           |
|---------------------------------------|----------------|-----------|
| Level 2                               | <b>Range 5</b> |           |
|                                       | 5-5            | \$104,360 |
|                                       | 5-4            | \$100,978 |
|                                       | 5-3            | \$97,704  |
|                                       | 5-2            | \$94,537  |
|                                       | 5-1            | \$91,473  |
|                                       | <b>Range 4</b> |           |
|                                       | 4-6            | \$88,508  |
|                                       | 4-5            | \$85,639  |
|                                       | 4-4            | \$82,863  |
|                                       | 4-3            | \$80,177  |
|                                       | 4-2            | \$77,578  |
|                                       | 4-1            | \$75,063  |
|                                       | <b>Range 3</b> |           |
|                                       | 3-6            | \$68,712  |
|                                       | 3-5            | \$65,794  |
|                                       | 3-4            | \$63,662  |
|                                       | 3-3            | \$61,608  |
| 3-2                                   | \$59,050       |           |
| 3-1                                   | \$56,984       |           |
| Level 1                               | <b>Range 2</b> |           |
|                                       | 2-6            | \$56,023  |
|                                       | 2-5            | \$53,991  |
|                                       | 2-4            | \$52,241  |
|                                       | 2-3            | \$50,548  |
|                                       | 2-2            | \$48,909  |
|                                       | 2-1            | \$47,324  |
|                                       | <b>Range 1</b> |           |
|                                       | 1-5            | \$45,524  |
|                                       | 1-4            | \$43,923  |
|                                       | 1-3            | \$42,105  |
|                                       | 1-2            | \$40,469  |
| 1-1                                   | \$38,834       |           |

1.2 Teachers undertaking overtime (reference: clause 2.7.2)

|                                                                                                               |         |
|---------------------------------------------------------------------------------------------------------------|---------|
| (a) Group A Subjects (up to and including Victorian Certificate of Education level)<br>– per two hour session | \$59.34 |
| (b) Group B subjects (Tertiary level)<br>– per two hour session                                               | \$71.10 |
| (c) Continuation classes in English for adult migrants<br>– per hour                                          | \$29.70 |
| (d) Teachers employed to conduct approved courses.<br>Lecture or tutorial duties<br>– per hour                | \$35.55 |
| (e) Teachers employed to conduct hobby, recreational<br>or general interest classes<br>– per two hour session | \$59.34 |

**SCHEDULE 2**

**ALLOWANCES**

1.1 Special Payment (reference: clause 2.6.2)

Minimum annual amount of special payment \$500

Maximum annual amount of special payment \$7,000

1.2 Special Schools Allowance (reference: clause 2.6.3) \$671

1.3 Maximum salary loading allowance (Reference: subclause 2.6.5(1)) \$1,041

**amended by  
Order 531**

1.4 Remote allowance (reference: clause 2.6.6)

| <b>Remote Category</b> | <b>Employees with Dependants</b> | <b>Other Employees</b> |
|------------------------|----------------------------------|------------------------|
| <b>A</b>               | \$439.00                         | \$281.00               |
| <b>B</b>               | \$259.00                         | \$169.00               |

1.5 First Aid Allowance (reference: clause 2.6.7) \$558

**amended by  
Order 553**

1.6 Intensive Care Allowance (reference: clause 2.6.8) \$334

**amended by  
Order 553**

**SCHEDULE 3**

**TRANSLATION**

3.1 Employees in the former school services officer classification structure immediately prior to 1 September 2008, including persons employed, transferred or promoted to positions advertised under the school services officer classification structure immediately prior to 1 September 2008, will translate to the education support class as set out below:

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

