

## EDUCATION AND TRAINING REFORM ACT 2006

### Teaching Service (Employment Conditions, Salaries, Allowances, Selection and Conduct)

#### MINISTERIAL ORDER NO. 1038

*(Version incorporating amendments made by Order 126, Order1328 and Order 1354 made under the Education and Training Reform Act 2006)*

I, **James Merlino**, Minister for Education and Minister responsible for administering the **Education and Training Reform Act 2006** (the Act) make this Order, which is to be cited as Ministerial Order No. 1038 – *Teaching Service (Employment Conditions, Salaries, Allowances, Selection and Conduct) Order 2017*.

#### Authorising provision

I make this Order, in respect of employment in the Teaching Services under Part 2.4 of the Act, under sections 5.10.4 and 5.10.5 of the Act and item 8 of Schedule 6 to the Act.

#### Commencement

This Order is made on the date it is signed and commences in accordance with its terms.

### 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.

#### *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  
Division 3 – Prevention of Entry – Vaccination Requirement

**inserted by  
Order 1354**

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 – Other Paid Parental Leave  
Division 13 – Partner Leave  
Division 14 – Long Service Leave  
Division 15 – Sabbatical Leave  
Division 16 – Spouse Leave  
Division 17 – Family Violence Leave  
Division 18 – Other Leave  
Division 19 – General  
Division 20 – Leave for Employees – Vaccination Requirement

**inserted by  
Order 1354**

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

- Division 1 - General
- Division 2 – Abandonment
- Division 3 – Notice of Termination
- Division 4 – Revocation and transitional arrangements

SCHEDULE 1 – SALARIES

SCHEDULE 2 – ALLOWANCES

SCHEDULE 3 – TRANSLATION

*Definitions*

1.1.4 In this Order, unless the contrary intention appears –

- (1) "**Act**" means the **Education and Training Reform Act 2006**;
- (2) "**approved**" means, unless otherwise stated elsewhere in this Order, approved by the Secretary;
- (3) "**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;
- (4) "**classroom teacher**" means a teacher occupying, or for the time being performing the duties of, a classroom teacher position;

- (4A) **“COVID-19 vaccine”** means a vaccine to protect a person against SARS-CoV2 that:
- (a) has been registered or provisionally registered by the Therapeutic Goods Administration; or
  - (b) has been approved by a comparable overseas regulator, as determined by the Therapeutic Goods Administration under Regulation 16DS(3) of the Therapeutic Goods Regulation 1990 of the Commonwealth;
- (5) **"Department"** means the Department of Education and Training or its successor;
- (6) **"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;
- (7) **"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);
- (8) **"education support class employee"** means an employee occupying, or for the time being performing the duties of, an education support class position;
- (9) **"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;
- (9A) **“excepted person”** means:
- (a) a person who has obtained certification from a specified medical practitioner that the person is unable, due to a medical contraindication to receive a dose, or a further dose, of a COVID-19 vaccine;
  - (b) a person who holds certification from a specified medical practitioner that the person is unable to receive a dose, or a further dose, of a COVID-19 vaccine due to an acute medical illness (including where the person has been diagnosed with SARS-CoV-2), the certification being effective until the earlier of:
    - (i) the date specified by the specified medical practitioner; or
    - (ii) the date 6 months from the date the certification was given by the specified medical practitioner;
- (10) **"executive"** means an employee within the meaning of Division 3A of Part 2.4 of the Act employed in an executive class position;
- (11) **"headquarters"** means:

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- (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;
- (12) "**leading teacher**" means a teacher occupying, or for the time being performing the duties of, a leading teacher position;
- (13) "**learning specialist**" means a teacher occupying, or for the time being, performing the duties of a learning specialist in the Teaching Service;
- (14) "**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;
- (15) "**medical certificate**" means a certificate issued by a registered health practitioner, other than a registered student, within the meaning of the **Health Practitioner Regulation National Law (Victoria) Act 2009**;
- (15A) "**medical contraindication**" means one of the following contraindications to the administration of a COVID-19 vaccine:
- (a) anaphylaxis after a previous dose;
  - (b) anaphylaxis to any component of the vaccine, including polysorbate or polyethylene glycol;
  - (c) in relation to AstraZeneca:
    - (i) history of capillary leak syndrome; or
    - (ii) thrombosis with thrombocytopenia occurring after a previous dose;
  - (d) in relation to Comirnaty or Spikevax:
    - (i) myocarditis or pericarditis attributed to a previous dose of either Comirnaty or Spikevax; or
  - (e) the occurrence of any other serious adverse event that has:
    - (i) been attributed to a previous dose of a COVID-19 vaccine by an experienced immunisation provider or medical specialist (and not attributed to any another identifiable cause); and
    - (ii) been reported to State adverse event programs and/or the Therapeutic Goods Administration;

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- (16) "**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;
- (17) "**Merit Protection Board**" means a Merit Protection Board established under Division 7 of Part 2.4 of the Act;
- (18) "**paraprofessional**" means an employee occupying, or for the time being performing the duties of, a paraprofessional position;
- (19) "**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;
- (20) "**principal class employee**" 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;
- (21) "**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;
- (21A) "**Public Health Directions**" means the COVID-19 Mandatory Vaccination (Specified Facilities) Directions (No 10) and any successor directions or pandemic orders issued pursuant to the **Public Health and Wellbeing Act 2008** (Vic);
- (22) "**required document**" means:
- (a) in respect of personal leave for illness or injury, a medical certificate or, if it is not reasonably practicable for an employee to provide a medical certificate, a statutory declaration;
  - (b) in respect of personal leave for carer's purposes, a medical certificate or a statutory declaration;
- (23) "**school**" means a Government school as defined in section 2.3.1 of the Act;
- (24) "**Secretary**" means Secretary to the Department of Education and Training or its successor;
- (25) "**Senior Chairperson**" means the person appointed as Senior Chairperson of the Merit Protection Boards pursuant to section 2.4.45(2) of the Act;
- (26) "**service**" means, unless otherwise stated, service approved by the Secretary;
- (27) "**schedules**" means the schedules annexed to this Order;

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(27A) "**specified medical practitioner**", for the purposes of issuing a certification with regard to a person's status as an excepted person, means:

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- (a) a general practice registrar on an approved 3GA training placement; or
- (b) a public health physician; or
- (c) a general physician; or
- (d) an infectious disease physician; or
- (e) a clinical immunologist; or
- (f) a gynaecologist; or
- (g) an obstetrician; or
- (h) a general practitioner who is vocationally registered; or
- (i) a general practitioner who is a fellow of the Royal Australian College of General Practitioners (RACGP); or
- (j) a general practitioner who is a fellow of the Australian College of Rural and Remote Medicine (ACRRM).

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

(29) "**subdivision**" means salary subdivision and represents a point on a salary scale;

(30) "**teacher**" means an employee employed as a classroom teacher, leading teacher or learning specialist;

(31) "**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;

(32) "**Teaching Service**" means the Teaching Service established under Part 2.4 of the Act.

(33) "**vaccination information**" means information about a person's vaccination status and includes information that is derived from a record of information that was made under, or in accordance with, the *Australian Immunisation Register Act 2015* of the Commonwealth;

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*Note: Vaccination information may be recorded in a variety of documents, such as a letter from a medical practitioner, a certificate of immunisation or an immunisation history statement obtained from the Australian Immunisation Register.*

(34) "**vaccination requirement**" means:

- (a) from 18 October 2021 until 25 October 2021, that a person has provided vaccination information to the satisfaction of the Secretary in accordance with this Order showing that the person is:

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- (i) partially vaccinated after receiving a dose of a COVID-19 vaccine;  
or
  - (ii) has a booking to receive a dose of a COVID-19 vaccine by 25 October 2021; or
  - (iii) fully vaccinated after receiving two doses of a COVID-19 vaccine;  
or
  - (iv) an excepted person.
- (b) from 26 October 2021 until 28 November 2021, that a person has provided vaccination information to the satisfaction of the Secretary in accordance with this Order showing that the person is:
- (i) partially vaccinated after receiving a dose of a COVID-19 vaccine;  
or
  - (ii) fully vaccinated after receiving two doses of a COVID-19 vaccine;  
or
  - (iii) an excepted person.
- (c) from 29 November 2021, that a person has provided vaccination information to the satisfaction of the Secretary in accordance with this Order showing that the person is:
- (i) fully vaccinated after receiving two doses of a COVID-19 vaccine;  
or
  - (ii) an excepted person.

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



*Interpretation – Vaccination Requirement*

1.1.5A The Secretary is authorised to use any information about an employee that is collected for the purposes of the vaccination requirement in this Order.

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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 an employee who works less than full time, means the pay the employee ordinarily receives;
- (4) "**half pay**" in relation to an employee who works less than full time, means half the pay the employee ordinarily receives.

**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 employee 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:

- Principal
- Assistant Principal
- Liaison Principal

(2) Progression within the principal class from any classification level to any higher classification level will be by promotion.

2.2.3 (1) A principal class employee will be paid the remuneration specified in the principal class employee’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 remuneration range for each principal position will be determined by the Secretary but must not be less than the remuneration range determined by the school budget based on the following budget parameters:

| Remuneration range | Minimum School Budget |              |              |              |
|--------------------|-----------------------|--------------|--------------|--------------|
|                    | 2017                  | 2018         | 2019         | 2020         |
| <b>2</b>           | \$0                   | \$0          | \$0          | \$0          |
| <b>3</b>           | \$1,442,220           | \$1,478,275  | \$1,515,232  | \$1,553,113  |
| <b>4</b>           | \$3,365,182           | \$3,449,312  | \$3,535,545  | \$3,623,933  |
| <b>5</b>           | \$8,375,969           | \$8,585,368  | \$8,800,002  | \$9,020,002  |
| <b>6</b>           | \$13,319,590          | \$13,652,579 | \$13,993,894 | \$14,343,741 |

- (b) The school budget for the purposes of subclause (2)(a) of this clause 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) of this clause will not include:
    - (i) locally raised funds;
    - (ii) the cost of the employer superannuation contribution;
    - (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 remuneration range for each assistant principal position will be determined by the Secretary.
- (4) The 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 employee whose appointment is not renewed will be appointed to the following classification level for the period specified:
- (a) if the remuneration range of the principal class employee is above remuneration range two, the person will be appointed as an assistant principal and paid within remuneration range two as specified in clause 1.1(2) of schedule 1, for a period of three years; or
  - (b) if the remuneration range of the principal class employee is at remuneration range one or two, 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 employee 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 employee'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) Remuneration progression is not automatic and will be based on demonstrated achievement against school priorities and criteria determined by the Secretary appropriate to each classification level.
- (3) The remuneration progression cycle is common to all principal class employees 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 school year.
- (4) A principal class employee with less than six months eligible service in any particular progression cycle will not be eligible for remuneration progression.
- (5) Procedures determined by the Secretary for the purposes of 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 employee's current school.
- (6) Notwithstanding subclause (1) of this clause a principal class employee is not eligible for remuneration progression during any period that a principal class employee is the subject of unsatisfactory performance procedures.
- 2.2.5
- (1) The remuneration range of a principal class employee 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 employee.
- (2) A remuneration review under subclause (1) of this clause may result in:
- (a) movement to a higher remuneration within the principal class employee's current remuneration range;
- (b) movement to a higher or lower remuneration range; or
- (c) no change,

provided that the remuneration range cannot fall below the 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) of this clause, a principal class employee'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 employee'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 (2) or (3) of this clause cannot exceed the maximum remuneration specified in schedule 1 for the relevant remuneration range.
- (5) Notwithstanding clause 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 employee signing a contract of employment under section 2.4.14 of the Act, a principal class employee will commence employment at the minimum remuneration level as specified in schedule 1 for the classification level and remuneration range of the position.

#### *Remuneration on Promotion or Transfer*

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

- (1) (a) Subject to clause 2.2.7(1)(b), a principal class employee promoted to a position with a remuneration range higher than the principal class employee's remuneration range immediately prior to the promotion 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, the employee had been in receipt of remuneration (including any higher duties allowance) at or above the minimum remuneration of the higher position within the employee's current period of employment, the salary on promotion will be at that higher level.
- (c) Where the salary determined under subclause (1)(b) exceeds the maximum salary of the promotion position the remuneration on promotion will be determined as if all of the employee's current service at or above the promotion position had been at that promotion position.

- (2) A principal class employee transferred to a position at a remuneration range the same as the principal class employee's remuneration range 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 remuneration range of the position.
- (3) (a) A principal class employee transferred to a position at a remuneration range lower than the principal class employee's remuneration range 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 employee's service at or above that lower remuneration range had been at that lower remuneration range.  
  
(b) With the exception of action under Divisions 9A or 10 of Part 2.4 of the Act, a principal class employee cannot be transferred to a position with a lower remuneration range without the principal class employee's consent.
- (4) A principal 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 a principal class employee 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
  - Learning Specialist
  - Classroom teacher
- (b) The leading teacher and learning specialist classifications both comprise one salary range and the classroom teacher classification comprises two salary ranges.
- (2) Teachers will be paid the salaries specified in clause 1.1(3) of schedule 1 appropriate to their classification and salary range.
  - (3) Progression within the teacher class from classroom teacher to leading teacher or learning specialist will be by promotion.

- (4) Advancement from classroom teacher salary range one to classroom teacher salary range two is subject to the teacher demonstrating that the requirements of classroom teacher salary range two have been met.
  - (5) 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 is based on demonstrated achievement against school priorities and criteria determined by the Secretary appropriate to each classification level.
  - (3) The salary progression cycle is 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 school year.
  - (4) Notwithstanding subclauses (5) and (6) in this clause, a teacher with less than six months eligible service at a particular salary subdivision in any particular progression cycle will not be eligible for salary progression. Approved teaching experience gained whilst absent on leave without pay is included as eligible service in any particular progression cycle.
  - (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) of this clause is issued on or after 1 March salary progression in that cycle must be granted.

- (7) Procedures determined by the Secretary under subclause (1) of this clause may make provision for accelerated salary progression within either the classroom teacher classification, the leading teacher classification or the learning specialist classification. Provided that any accelerated salary progression determined under this subclause only applies within the teacher’s current school.
- (8) Notwithstanding clauses 2.3.1(4), 2.3.2(1) to (4) and subclause (7) of this clause, and subject to satisfying the requirements of subclauses (5) and (6) of this clause, a teacher is not eligible for salary progression during any period that a teacher is the subject of unsatisfactory performance procedures.
- (9) A teacher who commences employment at subdivision 1-1 of classroom teacher salary Range One prior to 1 May in any year will be paid a lump sum on progression to subdivision 1-2 of classroom teacher salary range one in the following year as set out below:

| <b>Commencement<br/>on or before</b> | <b>Lump sum payment</b> |             |             |             |
|--------------------------------------|-------------------------|-------------|-------------|-------------|
|                                      | <b>2017</b>             | <b>2018</b> | <b>2019</b> | <b>2020</b> |
| 1 November                           | \$0                     | \$0         | \$0         | \$0         |
| 1 December                           | \$974                   | \$1,021     | \$1,054     | \$1,089     |
| 1 January                            | \$779                   | \$817       | \$843       | \$871       |
| 1 February                           | \$584                   | \$613       | \$633       | \$653       |
| 1 March                              | \$390                   | \$408       | \$422       | \$436       |
| 1 April                              | \$195                   | \$204       | \$211       | \$218       |

2.3.3 Employment, transfer or promotion to a leading teacher or learning specialist position is for a fixed period not exceeding 5 years. At the expiration of the term of the position, a leading teacher or learning specialist will become a classroom teacher at salary subdivision 2-6 within the school unless:

- (1) his or her appointment as a leading teacher or learning specialist is renewed; or
- (2) he or she is selected for transfer or promotion to another position on or before the effective date of the expiration of the term of the leading teacher or learning specialist position. Provided that where the expiration of the term of the leading teacher or learning specialist position occurs at the end of a school term and the transfer or promotion does not take effect until the commencement of the following school term the employee will continue to be paid at the leading teacher or learning specialist level during that school vacation period.



*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 or learning specialist will commence employment at the minimum leading teacher or learning specialist salary subdivision respectively 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) salary subdivision 1-1 for a classroom teacher at salary range one or salary subdivision 2-1 for a classroom teacher at salary range two 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; or
- (c) salary subdivision 1-1 plus a salary subdivision for each year of approved teaching experience up to a maximum of subdivision 2-6. Provided the salary determined under this subclause cannot be higher than the salary determined under subclause (3)(b) of this clause except where the teacher has gained approved teaching experience subsequent to his or her last date of separation from the Teaching Service.
- (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 (1)(b) of this clause, on promotion to a leading teacher or learning specialist position an employee will be paid at the minimum salary subdivision specified for the position in schedule 1.
- (b) Where prior to the effective date of promotion or transfer, the teacher had been in receipt of salary (including any higher duties allowance) at or above the minimum salary of the promotion position within the employee's current period of service, the salary on promotion will be that higher level.

- (c) Where the salary determined under subclause (1)(b) of this clause exceeds the maximum salary of the promotion position the salary on promotion will be determined as if all of the teacher's current service at or above the promotion position had been at that promotion 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 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 or learning specialist transferred to a position at a lower classification level is the salary subdivision determined as if all of that 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 subclauses (1) and (2) of this clause, 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) (a) The paraprofessional class comprises the following classifications:
- Paraprofessional – Level 2
  - Paraprofessional – Level 1
- (b) Paraprofessional Level 1 and level 2 each comprise two salary ranges.
- (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 registration requirements stated in clause 3.1.2 will become a classroom teacher for the remainder of his or her period of employment with salary determined in accordance with Division 3 of this Part. Provided that the salary determined will not be less than the paraprofessional's salary at the time the paraprofessional satisfies the requirements stated in clause 3.1.2.
  - (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.
  - (5) Progression within the paraprofessional class from level 1 to level 2 will be by promotion.
- 2.4.2
- (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 demonstrated achievement against school priorities and criteria determined by the Secretary appropriate to each classification level.
  - (3) The salary progression cycle is 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 school year.
  - (4) Notwithstanding subclauses (5) and (6) of this clause, a paraprofessional with less than six 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) of this clause is issued on or after 1 March salary progression in that cycle must be granted.
- (7) Procedures determined by the Secretary under subclause (1) of this clause may make provision for accelerated salary progression within either of the paraprofessional classifications. Provided that any accelerated salary progression determined under this clause only applies within the paraprofessional's current school.
- (8) Notwithstanding subclauses (1) to (4) and (7) and subject to satisfying the requirements of subclauses (5) and (6) of this clause, a paraprofessional is not eligible for salary progression 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 salary range 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) 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. Provided that 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 subdivision for each year of satisfactory prior employment within the paraprofessional class.
- (2) For the purposes of sub clause (1)(c) "**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.
  - (3) The commencing salary on employment as a paraprofessional level 1 salary range 2, paraprofessional level 2 salary range 3 or paraprofessional level 2 salary range 4 will be the minimum salary specified for the appropriate salary range specified in schedule 1.
  - (4) 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 (1)(b) of this clause, 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 or transfer, the paraprofessional had been in receipt of salary (including any higher duties allowance) at or above the minimum salary of the promotion position within the paraprofessional's current period of service, the salary on promotion will be at that higher level.
- (c) Where the salary determined under subclause (1)(b) of this clause exceeds the maximum salary of the promotion position the salary on promotion will be determined as if all of the paraprofessional's current service at or above the promotion position had been at that promotion 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 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) of this clause, 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.

*Salary range review*

- 2.4.5 (1) A paraprofessional may request, or the Secretary may initiate, a review of a paraprofessional's salary range. Any such request must be in writing.

- (2) A review arising under subclause (1) of this clause will be conducted in the context of any changes to the work value of the position and the performance of the paraprofessional and where practicable the paraprofessional will be advised of the outcome of the review within 28 days of initiation of the review.
- (3) A review under subclause (1) of this clause may result in movement to either a higher or lower salary range within the paraprofessional'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 paraprofessional's salary range on appointment to that position.
- (4) Where the review under subclause (1) of this clause results in a higher salary range the effective date of the movement to the higher salary range will be on and from the first pay period after the date of the paraprofessional's application for review or the date the paraprofessional was directed to undertake the duties of the higher range whichever is the earlier.
- (5) On movement to a higher salary range within a classification level, following a review under subclause (1) of this clause, a paraprofessional's salary will be determined as set out in clause 2.4.4.

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

- 2.5.1 (1) (a) The education support class comprises the following classifications:
- Education support class level 2  
Education support class level 1
- (b) The education support class level 2 classification comprises one salary range and the education support class Level 1 classification comprises five salary ranges.
- (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.
  - (3) 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.
  - (4) 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 35.40% casual loading. The casual loading is in lieu of public holidays and any paid leave entitlements, other than long service leave, and the education support class employee will have no entitlement to leave, other than long service leave, under 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 demonstrated achievement against school priorities and criteria determined by the Secretary appropriate to each classification level.
  - (3) The salary progression cycle is 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 school year.
  - (4) Notwithstanding subclauses (5) and (6) of this clause, an education support class employee with less than six 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) of this clause is issued on or after 1 March salary progression in that cycle must be granted.
  - (7) Procedures determined by the Secretary under subclause (1) of this clause may make provision for accelerated salary progression within either of the education support class classifications. Provided that any accelerated salary progression determined under this clause only applies within the education support class employee's current school.

- (8) Notwithstanding subclauses (1) to (4) and (7) and subject to satisfying the requirements of subclauses (5) and (6) of this clause, an education support class employee is not eligible for salary progression during any period that an education support class employee is the subject of unsatisfactory performance procedures.

*Salary range review*

- 2.5.3 (1) An education support class employee may request, or the Secretary may initiate, a review of an education support class employee's salary range. Any such request must be in writing.
- (2) A review arising under subclause (1) of this clause will be conducted in the context of any changes to the work value of the position and the performance of the education support class employee and where practicable the education support class employee will be advised of the outcome of the review within 28 days of initiation of the review.
  - (3) A review under subclause (1) of this clause 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 appointment to that position.
  - (4) Where the review under subclause (1) of this clause results in a higher salary range the effective date of the movement to the higher salary range will be on and from the first pay period after the date of the education support class employee's application for review or the date the education support class employee was directed to undertake the duties of the higher range whichever is the earlier.
  - (5) On movement to a higher salary range within a classification level, following a review under subclause (1) of this clause, 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 employment as an education support class employee, other than casual employment, in one or more schools, provided that any break between periods of 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 level 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 relevant classification level or salary range.

*Salary on Promotion or Transfer*

- 2.5.5 (1) (a) Subject to subclause (1)(b) of this clause, 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 or transfer, the education support class employee had been in receipt of salary (including any higher duties allowance) at or above the minimum salary of the promotion position within the education support class employee's current period of service, the salary on promotion will be at that higher level.
  - (c) Where the salary determined under subclause (1)(b) of this clause exceeds the maximum salary of the promotion position the salary on promotion will be determined as if all of the education support class employee's current service at or above the promotion position had been at that promotion 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 or salary range is the salary subdivision determined as if all of the education support class employee's service at or above that lower classification level or salary range had been at that lower classification level or salary range;
  - (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) of this clause, 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) any other purpose determined by the Secretary.

- (3) The minimum and maximum annual amounts of a special payment are specified in clause 2.1 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) of this clause 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) of this clause on a fortnightly basis for a continuous period of 12 months immediately prior to the commencement of paid leave, including personal leave, 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 or until the expiration of the special payment, whichever is the earlier.

#### *Special Schools Allowance*

2.6.3 A special schools allowance as specified in clause 2.2 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 the assigned position in the principal class or the teacher class must satisfy the requirements of, and be registered under, Part 2.6 of the 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 in receipt of a higher duties allowance, except as stated in subclause (3) of this clause, 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) of this clause, 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 subclauses (2)(a) and (e)(ii) of this clause, 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 90.9% of the remuneration determined as if the employee had been promoted to the position to which he or she has been assigned.
- (ii) Notwithstanding sub clause (e)(i) of this clause, where the employee is an executive class or principal class employee, the higher duties allowance will be 90.9% of the difference between the total remuneration specified in the executive's or principal class employee's contract of employment under sections 2.4.23 or 2.4.14 of the Act and the remuneration determined as if the employee had been promoted to the position to which he or she has been assigned.
- (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 subclause (1) of this clause 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.

**Amended by  
Order 1328**

**Amended by  
Order 1328**

*Salary Loading Allowance*

- 2.6.5 (1) Subject to subclause (3) of this clause, 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 2.3 of schedule 2 whichever is the lesser.
- (2) Employees with part-time service during the relevant year will be paid a pro-rata salary loading allowance based on the aggregate of the employee's paid service over the twelve months preceding the date determined under subclause (1) of this clause.
- (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) of this clause. 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 where that cessation occurs prior to the payment of the salary loading except where an employee dies or retires on account of age or ill-health.
- (5) For the purposes of subclause (4) of this clause, 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 cessation of employment.

*Remote allowances*

- 2.6.6 (1) Remote allowances as specified in clause 2.4 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 agrees to perform first aid duties in addition to his or her normal duties, and is required to be available to provide first aid, will be paid the first aid allowance specified in clause 2.5 of schedule 2. Provided that a first aid allowance is not payable where the first aid duties comprise 10% or more of an education support class employee's normal duties.

*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 2.6 of schedule 2.

*Leave purchase allowance*

2.6.9 Where an education support class employee attends for duty under subclauses 4.2.2(1)(b) to (f) of this clause, he or she will be paid a leave purchase allowance equal to 72.47% of the education support class employee's hourly rate of pay for each hour that the employee attends for duty during the additional paid leave accrued under clause 6.1.1(1)(b). Provided that the maximum amount of leave that may be purchased in any year is 228 hours.

- 2.6.10 (1) The leave purchase allowance under clause 2.6.9 may be paid fortnightly or as a lump sum.
- (2) A leave purchase allowance under clause 2.6.9 paid on a fortnightly basis will continue to be paid during an employee's absence on paid leave provided the employee would have continued to receive the allowance but for his or her absence on paid leave.

*Superannuation adjustment allowance*

2.6.11 A principal class or executive class employee, other than a principal class or executive class employee who is a member of a defined benefit superannuation scheme, will be paid the superannuation adjustment allowance appropriate to their classification and remuneration level specified in clause 2.7 of schedule 2.

inserted by  
Order 1328

**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) (a) Notwithstanding Divisions 1, 2, 3, 4 and 5 of this Part the Secretary may determine the salary (including any salary in addition to the salary determined under Divisions 1, 2, 3, 4 and 5) for any employee for whose circumstances no provision is made in this Part;
- (b) Where the Secretary makes a determination under subclause (a), the employee's total salary must not be less than the salary determined under Divisions 1, 2, 3, 4 and 5 of this Part and may exceed the maximum salary specified in schedule 1 for the relevant salary range of the employee.
- (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) of this clause, 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 salary range of the employee.

**Amended by  
Order 1267**

**Division 8 – Translation**

- 2.8.1 (1) On the date this Order is made employees in the classifications identified in schedule 3 will translate to the revised classification structures as set out in schedule 3 with effect from 2 April 2017 or the date of their current period of employment commenced whichever is the later.
- (2) Employees are entitled to the back payment of the salaries set out in schedule 1 as follows:
- (a) Employees who commenced their current period of employment on or before 2 April 2017 will receive the salary specified in schedule 1 with effect from 2 April 2017.
- (b) Employees who commenced their current period of employment after 2 April 2017 will receive the salary specified in schedule 1 with effect from the date their current period of employment commenced.

- (3) For the purposes of sub clauses (1) and (2) **“current period of employment”** means employment which commenced on or before 22 August 2017 whether or not that employment has terminated after 22 August 2017.

### **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;
  - (c) that the person is a fit and proper person to be an employee of the Teaching Service;
  - (d) that the person has fulfilled such qualification requirements as are in effect at the time; and
  - (e) that the person meets the vaccination requirement.
- (2) The Secretary may waive any of the requirements in subclause (1) of this clause, 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.

**inserted by  
Order 1354**



- 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.

### 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) **"WWC check", "WWC clearance" and "WWC exclusion"** have the same meanings as under the **Worker Screening Act 2020**.
- 3.2.3 In applying this Division –

Amended by  
Order 1328

- (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 subclause (1) of this clause, that usually involves or is likely to involve work in a school is subject to the person providing evidence the person has had a WWC Check and an WWC clearance. **Amended by Order 1328**
  - (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 WWC Check and an WWC clearance, 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. **Amended by Order 1328**
- 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 registered or have permission to teach under Part 2.6 of the Act or have a WWC Check and an WWC clearance will be subject to – **Amended by Order 1328**
- (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 WWC check in accordance with section 53 of the **Worker Screening Act 2020**, the Secretary may suspend the employee without pay until such time as the employee provides to the Secretary an WWC clearance in relation to the employee under the **Working Screening Act 2020**, or until such time as the Secretary determines to terminate the employee's employment. **Amended by Order 1328**

- 3.2.8 The Secretary may determine to terminate the employment of an employee who does not provide to the Secretary, when required, a WWC clearance provided to the employee under the **Worker Screening Act 2020**. 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 a WWC clearance in relation to the employee. **Amended by Order 1328**
- 3.2.9 By operation of this Division, the employment of an employee who surrenders a WWC clearance or who receives a WWC exclusion under the **Worker Screening Act 2020** ceases upon the employee's surrender of the WWC clearance or the employee's receipt of the WWC exclusion, providing that such cessation will be deemed to have no effect in the event that the employee receives a WWC clearance by order of the Victorian Civil and Administrative Tribunal under Part 4.3 of the **Worker Screening Act 2020**. **Amended by Order 1328**
- 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 or 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 work of a full time employee in the principal, teacher or paraprofessional classes are 76 hours per fortnight.
- 4.1.2 A principal class employee 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) (a) Unless otherwise agreed with the principal, 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) In addition to the attendance requirements set out in subclause (1)(a) teachers and paraprofessionals may be required to undertake other duties for up to three hours, including attendance at meetings provided that not more than two hours of the three hours can be used for meetings.
  - (c) Meetings held beyond the attendance requirements set out in subclause (1)(a) will be adjacent to the seven hours of daily attendance and not exceed one hour unless otherwise agreed in accordance with the consultative provisions in place at the school.
- (2) (a) (i) Subject to clause 8.1.4, a teacher or paraprofessional may be required to attend a parent-teacher report meeting. A teacher or paraprofessional may request not to attend a parent/teacher report meeting where this will unreasonably affect the teacher's or paraprofessional's personal or family commitments. The Secretary may only refuse the request on reasonable grounds.

- (ii) Where attendance at a parent-teacher report meeting results in a teacher's attendance in that week exceeding 38 hours for a full time teacher or paraprofessional, or a part time teacher's or paraprofessional's normal hours of duty, that teacher or paraprofessional will be granted time-in-lieu for the hours in excess of 38 hours for a full time teacher or paraprofessional, or the normal hours of duty of a part time teacher. 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 (2)(b)(ii) and (iii) of this clause, where a teacher or paraprofessional has not been granted time-in-lieu that has accrued under subclause (2)(a)(i) 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 (2)(b)(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 paid lunch period of not less than 30 minutes free from assigned duties between the hours of 11:30 am and 2:30 pm.
- 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, injury 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) A teacher or paraprofessional 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 teacher or paraprofessional will take all reasonable steps to ensure the timing of any release under subclause (1) of this clause 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) of this clause will be regarded as authorised duty for the purposes of Part 7.
  - (4) Nothing in subclauses (1) to (3) of this clause precludes a teacher or paraprofessional agreeing to be interviewed through an alternative medium (such as video conference).
- 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 work 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) of this clause:
    - (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 vacation period an education support class employee at salary ranges 1 and 2 of 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 can be required to attend for duty and/or professional development up to a maximum of 6 days of the additional paid leave specified in clause 6.1.1(1)(b). Attendance can only be required during one or two school vacation periods in a year, provided that attendance can only be required at the commencement or conclusion of a school vacation period;
  - (d) an education support class employee can only be required to perform duties consistent with his or her role(s) when required to attend during school vacation periods under subclause (1)(c) of this clause, unless otherwise agreed;
  - (e) an education support class employee must be provided with reasonable notice of the attendance requirement under subclause (1)(c) of this clause being not later than four weeks into the preceding term;
  - (f) in addition to subclause (1)(c) of this clause, an education support class employee and his or her principal may agree on attendance for duty and/or professional development for any or all of the additional paid leave specified in clause 6.1.1(1)(b). Provided that, unless the employee agrees otherwise, an employee working more than the former 48/52 model of employment on 10 July 2013, will be paid the leave purchase allowance specified in clause 2.6.9 to reflect the employee's leave arrangements immediately prior to the 10 July 2013;
  - (g) notwithstanding sub clauses (1)(c) and (f) of this clause, an education support class position may be advertised that requires attendance during any or all of the additional paid leave specified in clause 6.1.1(1)(b). Provided that, where an education support class position which ordinarily requires attendance for all of the additional paid leave specified in clause 6.1.1(1)(b) and does not attract the maximum leave purchase allowance specified in clause 2.6.9, the duties of that position must be commensurate with the employment arrangement;
  - (h) an education support class employee attending for duty and/or professional development under subclauses (1)(c) to (g) of this clause will be paid the leave purchase allowance specified in clause 2.6.9 for attendance during any or all of the additional leave set out in clause 6.1.1(1)(b) and the additional paid leave entitlement reduced accordingly. The maximum period of attendance under subclauses (1)(c) to (f) of this clause in any one year is 228 hours (30 days) in total.
- (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 lunch 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; and
  - (e) flexible work arrangements.
- (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 An education support class employee cannot be required to work more than five hours without a lunch break of a minimum duration of 30 minutes. The lunch break is unpaid and must be free of assigned duties between the hours of 11:30 am and 2:30 pm unless otherwise agreed under clause 4.2.2(2).
- 4.2.4 (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.
- (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.
- 4.2.5 (1) An education support class employee must not be absent without leave. Provided that an education support class employee prevented by sudden illness, injury 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.
- 4.2.6 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.
- 4.2.7 The Secretary may approve attendance during working hours by an education support class employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

### **Division 3 – Prevention of Entry – Vaccination Requirement**

- 4.3 An employee who does not meet the vaccination requirement must not enter, or remain on, the premises of a site operated by the Secretary for the purposes of working at that site. inserted by  
Order 1354

## **PART 5 – PERSONAL GRIEVANCE**

- 5.1.1 For the purposes of this Part:
- (1) "**abandonment action**" means action under Division 2 of Part 12 to treat an employee employed for a fixed period as having resigned and the employment as having been terminated by the employee at the employee's initiative following more than 20 working days' unauthorised absence.
  - (2) "**action**" means a decision and includes refusal or failure to take an action.

- (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) "**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 employee's contract or the tenure of a leading teacher or learning specialist but does not include a review under section 2.4.51 of the Act.
- (5) (a) "**personal grievance**" means a grievance of an employee in respect of any action, other than those matters excluded under subclause (5)(b) of this clause, 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 subclause (5)(a) of this clause 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 or abandonment action under Division 2 of Part 12;
  - (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; and
  - (vi) determinations or directions by the Senior Chairperson under this Part.
- (c) The only ground for review of an abandonment action is that there were reasonable grounds for the former employee's unauthorised absence.
- (d) The only ground for review of an employment limitation internal review decision is that there was a significant deficiency in the process.

- (e) 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.
  - (f) 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 for 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 an abandonment action, an employment limitation internal review decision, or a non-renewal 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.
- (3) In respect of a personal grievance concerning abandonment action, the Senior Chairperson must inquire into the claims of the former employee who lodged the grievance and may:
- (a) if satisfied that there were reasonable grounds for the former employee's absence make an order requiring that the person be reinstated to their former position for the remainder of their fixed term employment. Where the person is reinstated they are to be treated as not having ceased to be an employee; 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) (a) An employee is entitled to 152 hours (20 days for a full time employee) annual leave in respect of each twelve months of service accrued progressively during a year of service according to the employee's ordinary hours of work.
- (b) In addition to annual leave accrued under subclause (1)(a) of this clause, an education support class employee is entitled to 228 hours of additional paid 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. The additional paid leave entitlement will be reduced by the number of hours for which the education support class employee is paid the leave purchase allowance under clause 2.6.9.
- (2) Employees must take annual leave and additional paid leave at such times as the Secretary determines provided that the wishes of the employee concerned are taken into consideration as far as practicable.
- (3) Service for annual leave under subclause (1)(a) of this clause, and additional paid leave under subclause (1)(b) of this clause, 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 employee who is ill or is injured 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 or additional paid leave will be re-credited.
- 6.1.3 Public holidays that fall within a period of annual leave will not be included as part of the annual leave.

### **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 or injured and requires the employee's care or support or who requires care or support due to an unexpected emergency including the circumstances set out in clause 6.17.3(2).
  - (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 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 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 or support is suffering from an illness or injury which requires care or support by another or requires care or support due to an unexpected emergency.
- (2) Notwithstanding subclause (1) of this clause, and unless otherwise approved by the Secretary:
- (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) Notwithstanding subclause (2)(a) of this clause, 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, long service leave absence 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 subclause (2) of this clause 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 the employee a risk to the health, safety or welfare of themselves or 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.
- (4) A direction 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) of this clause, 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.
- (5) If the examination under subclause (3) of this clause discloses that the employee:
- (i) is unfit for duty, the employee will be granted such further personal leave as the medical report indicates is necessary; or
- (ii) is fit for duty, the personal leave debited as a result of a direction under subclause (3) of this clause will be restored and the employee repaid any salary or wages lost as a result of a direction under subclause (3) of this clause.
- 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 or support for a member(s) of his or her immediate family or household who is sick or injured or who requires care or support due to an unexpected emergency 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.

(4) Subject to subclause (3) of this clause, 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) of this clause, 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 or injury which requires care by another or requires care or support due to an unexpected emergency;
  - (d) notwithstanding subclause (1)(a) of this clause, 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) of this clause such leave will be without pay.
- 6.3.3 (1) Subject to clause 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 or injured 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.
- 6.3.4 An employee is not entitled to personal leave (carers) with pay for any absence (due to the provision of care or support for an immediate family or household member) that occurs while the employee is absent on leave without pay.
- 6.3.5 A public holiday that occurs during a period of personal leave (carers) does not form part of that leave.

#### 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 clause 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 **Workplace Injury Rehabilitation and Compensation Act 2013** 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 **Workplace Injury Rehabilitation and Compensation Act 2013** 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 **Workplace Injury Rehabilitation and Compensation Act 2013**.

### **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 An employee is entitled to be absent from duty for up to a total of seven years following, or in conjunction with, the birth of one or more children or becoming the legal parent of one or more children in the circumstances set out in clause 6.12.1 comprising one or more of the following forms of leave:
- (1) Maternity leave
  - (2) Other paid parental leave
  - (3) Partner Leave
  - (4) Long service leave
  - (5) Paid leave accrued by education support class employees under clauses 6.1.1(1)(a) or (b)
  - (6) Family 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, adoption or otherwise becoming the legal parent 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 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 a further parental absence in the event of any subsequent birth, adoption or otherwise becoming the legal parent of another child or children in the circumstances set out in clause 6.12.1;
- (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 leave granted under Divisions 12 and 13 of this Part, 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):

- (1) each employee 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 leave granted under Divisions 12 and 13 of this Part, both employees may not be absent at the same time and the absences must be contiguous.

6.10.8 An employee may return to duty after a parental absence:

- (1) on the expiration of leave granted under either Divisions 11 or 12 of this Part if written notice of intention to return is given to this effect prior to commencement of the absence; or
- (2) on the first day of any term if written notice of intention to return is given by 1 October in the year preceding the intended date of return; or
- (3) at such other time as the Secretary approves provided that applications on compassionate or hardship grounds will not be unreasonably refused.



- 6.10.9 (1) An employee with a child under school age 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) of this clause having regard to the employee's circumstances and the operational needs of the school. Provided the request is genuinely based on the employee's parental responsibilities, the Secretary may only refuse the request on reasonable grounds.
- (3) An employee who returns to duty on a part-time basis under this clause will revert to the time fraction the employee was working immediately prior to the commencement of the employee's first period of parental absence when the youngest of the employee's children reaches school age.
- 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 Secretary will, if an appropriate position is available, temporarily transfer the employee to a safe job on the conditions attaching to that position for such period as is certified necessary by a registered medical practitioner.
- (2) An employee temporarily transferred to a safe job under subclause (1) of this clause 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 be absent on leave for such period as is certified necessary by a registered medical practitioner.
- 6.10.11 (1) An employee, other than an education support class employee, 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 the employee:
- (a) provides a medical certificate stating that the employee is pregnant;
- (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 the employee:
- (a) provides a medical certificate stating that the employee 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 absence.
- (3) An education support class employee whose 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 stating that the employee's 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 stillborn birth after more than 12 weeks, the employee 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 14 weeks commencing from the date the employee commenced an absence 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 (1) An employee is eligible for paid maternity leave if the employee 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 clauses 6.10.4(1) and (2) will not be included as part of the 26 weeks qualifying service.

(2) An employee may elect to extend the maternity leave period set out in clause 6.11.1 up to 28 weeks and receive half pay during the extended maternity leave period (if the absence is 28 weeks) or a combination of half pay and full pay (if the absence is greater than 14 weeks but less than 28 weeks). Unless otherwise agreed an employee is required to provide written notice of the intention to take some or all of their paid maternity leave on half pay prior to commencing leave.

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; or
- (3) if the employee has made an election under sub clause 6.11.2(2), half the amount the employee would have been paid if no election had been made under sub clause 6.11.2(2).

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 **Workplace Injury Rehabilitation and Compensation Act 2013** and has no further entitlement to leave under Division 5 of this Part during the maternity leave period.

- 6.11.6 (1) An ongoing employee, other than an education support class employee, 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) and returns to duty.
- (2) A fixed term employee, other than an education support class employee, whose period of employment concludes on or before the end of a school vacation period and after the period of paid maternity leave expires is entitled to receive pay for the remainder of the period of fixed term employment should that employee have no further offer of employment. Where there is a further offer of employment, which has been accepted, the employee has the option of resuming duty and receiving salary for the remainder of the school vacation period or to proceed onto unpaid family leave.

### **Division 12 – Other Paid Parental Leave**

6.12.1 (1) An employee who:

- (a) is an approved applicant for the adoption of a child; or
- (b) becomes the legal parent of a child (or children, as the case may be) under a surrogacy arrangement; or
- (c) has the daily care and control of a child following:
  - (i) the adoption by the employee of a child who is a relative of the employee; or
  - (ii) the employee becoming the legal guardian of a child; or
- (d) becomes the primary care giver of a child (or children, as the case may be) in such other circumstances approved by the Secretary;

is entitled, on submitting evidence of the date of placement of the child or the date the employee becomes the legal parent, to paid leave for eight weeks commencing on that date. The conditions for granting and payment of leave under this Division are the same as are specified in Division 11 of this Part.

6.12.2 Where no legal adoption ensues or no action is taken to register the baby's birth if required under state/territory law, the employee has no further entitlement to leave under this Division.

6.12.3 Where two employees apply for leave under this Division in respect of the same child (or children, as the case may be) each employee is entitled to leave with pay for four weeks commencing on the date of placement of the child or the date the employees become the legal parents of the child (or children, as the case may be).

6.12.4 (1) An ongoing employee, other than an education support class employee, whose period of paid leave under this Division expires during a school vacation period is entitled to receive her or his pay for the remainder of that vacation period provided the employee returns to duty immediately after the vacation.

- (2) A fixed term employee, other than an education support class employee, whose period of employment concludes on or before the end of a school vacation period and after the period of paid leave under this clause expires is entitled to receive pay for the remainder of the period of fixed term employment should that employee have no further offer of employment. Where there is a further offer of employment, which has been accepted, the employee has the option of resuming duty and receiving salary for the remainder of the school vacation period or to proceed onto unpaid family leave.
- 6.12.5 If an employee, other than a casual employee, is granted parental responsibility for a child under a care order made pursuant to 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. An employee is only entitled to this period of leave once in relation to a particular child.
- 6.12.6 An employee who is eligible for paid leave under this Division and Division 5 of this Part at the same time is entitled to paid leave in accordance with this Division less the amount paid by way of weekly compensation under the **Workplace Injury Rehabilitation and Compensation Act 2013** and has no further entitlement to leave under Division 5 of this Part during that 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 **Workplace Injury Rehabilitation and Compensation Act 2013** 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 11 or 12 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) Long service leave may be approved for any period not exceeding the long service leave credits available to an employee.
- (3) 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.
- (4) 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.
- (5) 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 An employee who is ill or is injured during a period of long service leave may be granted personal leave in accordance with the requirements of 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 classes.
- 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) of this clause 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) of this clause, 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 subclause (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 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.
- 6.16.5 Unless otherwise approved by the Secretary, leave without pay granted under clauses 6.16.1 and 6.16.2 will not count as service for any purpose but does not break the continuity of an employee's service.

#### **Division 17 - Family violence leave**

- 6.17.1 In this Division unless otherwise specified, "**family violence**" includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the **Family Violence Protection Act 2008**.
- 6.17.2 Leave for family violence purposes is available to employees, other than casual employees, who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.
- 6.17.3 (1) An employee experiencing family violence may access up to 152 hours (20 days for a full time employee) paid leave per year for medical appointments, legal proceedings and other activities related to family violence. Family violence leave may be granted in other cases where, in the opinion of the Secretary, special circumstances exist.
- (2) An employee who supports a person experiencing family violence may utilise their personal leave (carer's) entitlement to accompany them to court, to hospital, or to care for children. The Secretary may require evidence consistent with clause 6.17.5(1) from an employee seeking to utilise their personal leave (carer's) entitlement.
- 6.17.4 Casual employees are entitled to access leave without pay for family violence purposes.
- 6.17.5 (1) Applications for family violence leave should be supported with evidence of family violence in the form of a document issued by Victoria Police, a Court, a registered health practitioner, a Family Violence Support Service, a district nurse, a maternal and health care nurse or a Lawyer.
- (2) A statutory declaration may be provided where it is not reasonably practicable for an employee to provide a document specified in subclause (1) of this clause.

6.17.6 Leave, with or without pay, in excess of that specified in clause 6.17.3 may be granted to an employee if the Secretary is satisfied that the employee's circumstances warrant the grant of more than 152 hours (20 days for a full time employee) leave in any particular year.

### **Division 18 – Other Leave**

6.18.1 (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 subclause (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.

6.18.2 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.

6.18.3 (1) Leave without pay under clause 6.18.1(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 clauses 6.18.1(2) or (3) of this Order may be granted for such periods as the Secretary thinks fit having regard to the reason for leave.

6.18.4 Unless otherwise approved by the Secretary:

- (1) Leave without pay granted under clause 6.18.1(1) does not count as service but will be included as service for continuity purposes under this Order.
- (2) Leave without pay granted under clause 6.18.1(2) will count as service for all purposes under this Order including continuity of service.

6.18.5 (1) An employee of Aboriginal or Torres Strait Islander descent may be granted access to accrued long service leave or such other leave approved by the Secretary to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

(2) An employee of Aboriginal or Torres Strait Islander descent may be granted leave without pay for ceremonial purposes:

- (a) connected with the death of a member of the immediate family or extended family (provided that no employee will have an existing entitlement reduced as a result of this clause); or
- (b) other ceremonial obligations under Aboriginal and Torres Strait Islander law.

### **Division 19 – General**

6.19.1 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) of this clause, 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) of this clause, the Secretary may at any time cancel leave approved under this Order and direct that an employee resume duty.

### **Division 20 – Leave for Employees – Vaccination Requirement**

inserted by  
Order 1354

6.20.1 (1) If, as a result of Division 3 of Part 4, an employee cannot attend the premises of a site operated by the Secretary for the purposes of their work for any period of time:

- (a) between 18 October 2021 until 17 December 2021:
  - (i) the employee may apply for, and the Secretary may approve, the employee taking any accrued leave entitlements, including unpaid leave; and
  - (ii) the employee will be treated as if they were absent on leave without pay if they do not apply for leave for the period of absence.
- (b) on or after 28 January 2022:
  - (i) the employee will not be granted leave and the Secretary is not obliged to provide the employee with alternative duties or to pay the employee remuneration for the period of their absence (unless they apply for and are granted leave for reasons other than not meeting the vaccination requirement); and
  - (ii) the employee's absence will be treated as absence without leave.

## **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.
- (3) In this Part "**one-way distance**" means the distance travelled by the most direct route between the two specified locations and does not include the return journey.
- 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 clause 7.2.3(1) or such other amount as the Secretary approves; and
- (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.

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 an employee's headquarters.

#### **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 is required to relocate his or her residence 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 Unless otherwise approved by the Secretary, 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 clauses 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 – \$500; or
- (2) employee with dependants – \$1,000.

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 \$1,000.

- 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) of this clause 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) of this clause 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 subclause (2) of this clause 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.
- (3) Any time fraction reduction is permanent however the employee and the Secretary may agree at the time of the reduction, or at a later time, to a future dated time fraction increase and this agreement must be in writing.
- 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) of this clause:
- (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 is advertised for a period of six weeks or longer.
- (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 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, an expunged homosexual conviction or 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 a 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, 9.2.3(3), 9.2.5 and 9.2.6 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) of this clause, 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:
- (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, 9.3.3(3), 9.3.5 and 9.3.6 in making a recommendation to the Secretary in respect of an assistant principal position; or
  - (b) 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) of this clause, 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, learning specialist 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 system-wide priorities.
- (b) Teaching practice
- (i) Demonstrated capabilities to implement high impact classroom teaching strategies which enable all students to achieve their full potential;
  - (ii) Ability to successfully implement and evaluate learning and teaching programs in accordance with the Victorian curriculum;
  - (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 learning gain in line with the Victorian curriculum, 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) Ability to establish and maintain collaborative relationships with parents, other employees and broader school community focused on student learning, wellbeing and engagement.
- (e) Professional requirements
- (i) Demonstrated behaviours and attitudes consistent with Department values and appropriate to responsible professional practice and the intellectual, physical, emotional and social development of students;

- (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 clause 9.4.3(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, 9.4.3(3), 9.4.6 and 9.4.7 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) of this clause, 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, 9.5.4(3), 9.5.6 and 9.5.7 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) of this clause, 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 six 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 six 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 confirming or 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.

#### **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 activity, pregnancy, race (including colour, nationality, ethnicity and ethnic origin), religious belief or activity, sex, sexual orientation, an expunged homosexual conviction 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.

- 11.1.1A An employee is required to comply with any lawful direction, instruction or policy issued by the Secretary, or any person authorised by the Secretary, for the purposes of the Public Health Directions.
- 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, including;
  - (a) embedding an organisational culture of child safety;
  - (b) fostering a culture of openness that supports all persons to safely disclose risks of harm to children;
  - (c) ensuring that child safety is prominent in the school's practices, including without limitation in relation to recruitment, training, supervision, planning and governance;
  - (d) ensuring the school has implemented the necessary policies, codes of conduct and strategies to ensure the school is a child safe environment; and
  - (e) ensuring that the school's staff are familiar with the school policies, codes of conduct and strategies as required by subclause (7)(d) of this clause;
- (8) ensuring safe working practices in the school in accordance with the **Occupational Health and Safety Act 2004**;
- (9) in respect of the timetable:
  - (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) of this clause; 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) of this clause.

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, including complying with any obligations imposed by law in relation to the reporting of suspected abuse, neglect or mistreatment of a child or children;
- (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.

11.2.4 On and after 18 October 2021, a principal must not allow an employee who does not meet the vaccination requirement to enter, or remain on, the premises of a site operated by the Secretary for the purposes of working at that site.

inserted by  
Order 1354

## **PART 12 – GENERAL**

### **Division 1 – Delegation**

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.

### **Division 2 – Abandonment**

12.2.1 If a person employed for a fixed period who is absent for more than 20 working days:

- (1) in circumstances where the Secretary could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence; and
- (2) without the permission of the Secretary; and
- (3) without contacting the Secretary to provide an explanation for the absence

the Secretary is entitled to treat the employee as having resigned and the employment as having been terminated by the employee at the employee's initiative.

12.2.2 (1) A person ceases to be an employee under clause 12.2.1 may lodge an application for a personal grievance in accordance with Part 5 of this Order if that person considers their employment should not have been terminated.



- (2) If the Merit Protection Board directs that the person be reinstated, the person is to be treated as not having ceased to be an employee until the expiration of the period of fixed term employment.

### **Division 3 – Notice of Termination**

- 12.3.1 Notice of termination is provided for in the National Employment Standards. The notice periods in this clause supplement the provision in the National Employment Standards which deal with termination of employment.
- 12.3.2 Subject to any entitlement to a longer period of notice under the National Employment Standards, the employment of an employee will not be terminated without at least four weeks' notice (inclusive of the notice required under the National Employment Standards).
- 12.3.4 An exercise of the Secretary's power under section 2.4.61A of the Act must be consistent with the principles of natural justice.

### **Division 4 – Revocation and transitional arrangements**

- 12.4.1 Ministerial Order No. 199, made pursuant to sections 5.10.4 and 5.10.5, and clause 8 of schedule 6 of the Act, by the then Minister for Education on 28 April 2009, is repealed.

Dated this **twenty eighth** day of **August** 2017

**The Hon. James Merlino 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) Employees within the executive class will be paid the total remuneration within the range set out below:

| Total Remuneration | Effective from the first pay period on or after |           |           |           |           |           |           |
|--------------------|---|-----------|-----------|-----------|-----------|-----------|-----------|
|                    | 1/04/2017                                       | 1/04/2018 | 1/10/2018 | 1/04/2019 | 1/10/2019 | 1/04/2020 | 1/10/2020 |
| <b>Maximum</b>     | \$238,430                                       | \$242,006 | \$246,241 | \$249,935 | \$254,309 | \$258,123 | \$262,641 |
| <b>Minimum</b>     | \$163,731                                       | \$166,187 | \$169,095 | \$171,631 | \$174,635 | \$177,254 | \$180,356 |

**Principal Class**

(2) Employees within the principal class will be paid the total remuneration set out in the tables below:

(a) Principals will be paid within remuneration ranges 2 to 6 as follows:

| Range          | Effective from the first pay period on or after |           |           |           |           |           |           |
|----------------|---|-----------|-----------|-----------|-----------|-----------|-----------|
|                | 1/04/2017                                       | 1/04/2018 | 1/10/2018 | 1/04/2019 | 1/10/2019 | 1/04/2020 | 1/10/2020 |
| <b>Range 6</b> |   |           |           |           |           |           |           |
| 6-4            | \$199,265                                       | \$203,250 | \$207,315 | \$211,462 | \$215,691 | \$220,005 | \$224,405 |
| 6-3            | \$195,358                                       | \$199,265 | \$203,250 | \$207,315 | \$211,462 | \$215,691 | \$220,005 |
| 6-2            | \$191,527                                       | \$195,358 | \$199,265 | \$203,250 | \$207,315 | \$211,462 | \$215,691 |
| 6-1            | \$187,772                                       | \$191,527 | \$195,358 | \$199,265 | \$203,250 | \$207,315 | \$211,462 |
| <b>Range 5</b> |   |           |           |           |           |           |           |
| 5-4            | \$184,089                                       | \$187,771 | \$191,527 | \$195,357 | \$199,264 | \$203,250 | \$207,315 |
| 5-3            | \$180,481                                       | \$184,090 | \$187,772 | \$191,527 | \$195,358 | \$199,265 | \$203,250 |
| 5-2            | \$176,941                                       | \$180,480 | \$184,090 | \$187,772 | \$191,527 | \$195,358 | \$199,265 |
| 5-1            | \$173,472                                       | \$176,941 | \$180,480 | \$184,090 | \$187,772 | \$191,527 | \$195,358 |
| <b>Range 4</b> |   |           |           |           |           |           |           |
| 4-4            | \$168,145                                       | \$171,508 | \$174,938 | \$178,437 | \$182,006 | \$185,646 | \$189,359 |
| 4-3            | \$164,526                                       | \$167,816 | \$171,173 | \$174,596 | \$178,088 | \$181,650 | \$185,283 |
| 4-2            | \$160,985                                       | \$164,204 | \$167,489 | \$170,838 | \$174,255 | \$177,740 | \$181,295 |
| 4-1            | \$157,518                                       | \$160,669 | \$163,882 | \$167,160 | \$170,503 | \$173,913 | \$177,391 |
| <b>Range 3</b> |   |           |           |           |           |           |           |
| 3-4            | \$154,128                                       | \$157,211 | \$160,355 | \$163,562 | \$166,833 | \$170,170 | \$173,573 |
| 3-3            | \$151,204                                       | \$154,228 | \$157,312 | \$160,458 | \$163,668 | \$166,941 | \$170,280 |
| 3-2            | \$147,949                                       | \$150,908 | \$153,927 | \$157,005 | \$160,145 | \$163,348 | \$166,615 |
| 3-1            | \$144,764                                       | \$147,659 | \$150,612 | \$153,625 | \$156,697 | \$159,831 | \$163,028 |
| <b>Range 2</b> |   |           |           |           |           |           |           |
| 2-4            | \$141,648                                       | \$144,481 | \$147,371 | \$150,318 | \$153,324 | \$156,391 | \$159,519 |
| 2-3            | \$136,326                                       | \$139,053 | \$141,834 | \$144,671 | \$147,564 | \$150,515 | \$153,526 |
| 2-2            | \$133,391                                       | \$136,059 | \$138,780 | \$141,556 | \$144,387 | \$147,275 | \$150,220 |
| 2-1            | \$130,520                                       | \$133,130 | \$135,793 | \$138,509 | \$141,279 | \$144,105 | \$146,987 |

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

| Range          | Effective from the first pay period on or after |           |           |           |           |           |           |
|----------------|---|-----------|-----------|-----------|-----------|-----------|-----------|
|                | 1/04/2017                                       | 1/04/2018 | 1/10/2018 | 1/04/2019 | 1/10/2019 | 1/04/2020 | 1/10/2020 |
| <b>Range 4</b> |   |           |           |           |           |           |           |
| 4-4            | \$168,145                                       | \$171,508 | \$174,938 | \$178,437 | \$182,006 | \$185,646 | \$189,359 |
| 4-3            | \$164,526                                       | \$167,816 | \$171,173 | \$174,596 | \$178,088 | \$181,650 | \$185,283 |
| 4-2            | \$160,985                                       | \$164,204 | \$167,489 | \$170,838 | \$174,255 | \$177,740 | \$181,295 |
| 4-1            | \$157,518                                       | \$160,669 | \$163,882 | \$167,160 | \$170,503 | \$173,913 | \$177,391 |
| <b>Range 3</b> |   |           |           |           |           |           |           |
| 3-4            | \$154,128                                       | \$157,211 | \$160,355 | \$163,562 | \$166,833 | \$170,170 | \$173,573 |
| 3-3            | \$151,204                                       | \$154,228 | \$157,312 | \$160,458 | \$163,668 | \$166,941 | \$170,280 |
| 3-2            | \$147,949                                       | \$150,908 | \$153,927 | \$157,005 | \$160,145 | \$163,348 | \$166,615 |
| 3-1            | \$144,764                                       | \$147,659 | \$150,612 | \$153,625 | \$156,697 | \$159,831 | \$163,028 |
| <b>Range 2</b> |   |           |           |           |           |           |           |
| 2-4            | \$141,648                                       | \$144,481 | \$147,371 | \$150,318 | \$153,324 | \$156,391 | \$159,519 |
| 2-3            | \$136,326                                       | \$139,053 | \$141,834 | \$144,671 | \$147,564 | \$150,515 | \$153,526 |
| 2-2            | \$133,391                                       | \$136,059 | \$138,780 | \$141,556 | \$144,387 | \$147,275 | \$150,220 |
| 2-1            | \$130,520                                       | \$133,130 | \$135,793 | \$138,509 | \$141,279 | \$144,105 | \$146,987 |
| <b>Range 1</b> |   |           |           |           |           |           |           |
| 1-4            | \$129,168                                       | \$131,751 | \$134,386 | \$137,074 | \$139,816 | \$142,612 | \$145,464 |
| 1-3            | \$125,187                                       | \$127,691 | \$130,244 | \$132,849 | \$135,506 | \$138,216 | \$140,981 |
| 1-2            | \$121,659                                       | \$124,092 | \$126,574 | \$129,106 | \$131,688 | \$134,322 | \$137,008 |
| 1-1            | \$118,230                                       | \$120,595 | \$123,007 | \$125,467 | \$127,976 | \$130,536 | \$133,147 |

(c) Liaison principals will be paid within remuneration ranges 1 to 6 as follows:

| Range          | Effective from the first pay period on or after |           |           |           |           |           |           |
|----------------|---|-----------|-----------|-----------|-----------|-----------|-----------|
|                | 1/04/2017                                       | 1/04/2018 | 1/10/2018 | 1/04/2019 | 1/10/2019 | 1/04/2020 | 1/10/2020 |
| <b>Range 6</b> |   |           |           |           |           |           |           |
| 6-4            | \$199,265                                       | \$203,250 | \$207,315 | \$211,462 | \$215,691 | \$220,005 | \$224,405 |
| 6-3            | \$195,358                                       | \$199,265 | \$203,250 | \$207,315 | \$211,462 | \$215,691 | \$220,005 |
| 6-2            | \$191,527                                       | \$195,358 | \$199,265 | \$203,250 | \$207,315 | \$211,462 | \$215,691 |
| 6-1            | \$187,772                                       | \$191,527 | \$195,358 | \$199,265 | \$203,250 | \$207,315 | \$211,462 |
| <b>Range 5</b> |   |           |           |           |           |           |           |
| 5-4            | \$184,089                                       | \$187,771 | \$191,527 | \$195,357 | \$199,264 | \$203,250 | \$207,315 |
| 5-3            | \$180,481                                       | \$184,090 | \$187,772 | \$191,527 | \$195,358 | \$199,265 | \$203,250 |
| 5-2            | \$176,941                                       | \$180,480 | \$184,090 | \$187,772 | \$191,527 | \$195,358 | \$199,265 |
| 5-1            | \$173,472                                       | \$176,941 | \$180,480 | \$184,090 | \$187,772 | \$191,527 | \$195,358 |
| <b>Range 4</b> |   |           |           |           |           |           |           |
| 4-4            | \$168,145                                       | \$171,508 | \$174,938 | \$178,437 | \$182,006 | \$185,646 | \$189,359 |
| 4-3            | \$164,526                                       | \$167,816 | \$171,173 | \$174,596 | \$178,088 | \$181,650 | \$185,283 |
| 4-2            | \$160,985                                       | \$164,204 | \$167,489 | \$170,838 | \$174,255 | \$177,740 | \$181,295 |
| 4-1            | \$157,518                                       | \$160,669 | \$163,882 | \$167,160 | \$170,503 | \$173,913 | \$177,391 |
| <b>Range 3</b> |   |           |           |           |           |           |           |
| 3-4            | \$154,128                                       | \$157,211 | \$160,355 | \$163,562 | \$166,833 | \$170,170 | \$173,573 |
| 3-3            | \$151,204                                       | \$154,228 | \$157,312 | \$160,458 | \$163,668 | \$166,941 | \$170,280 |
| 3-2            | \$147,949                                       | \$150,908 | \$153,927 | \$157,005 | \$160,145 | \$163,348 | \$166,615 |
| 3-1            | \$144,764                                       | \$147,659 | \$150,612 | \$153,625 | \$156,697 | \$159,831 | \$163,028 |
| <b>Range 2</b> |   |           |           |           |           |           |           |
| 2-4            | \$141,648                                       | \$144,481 | \$147,371 | \$150,318 | \$153,324 | \$156,391 | \$159,519 |
| 2-3            | \$136,326                                       | \$139,053 | \$141,834 | \$144,671 | \$147,564 | \$150,515 | \$153,526 |
| 2-2            | \$133,391                                       | \$136,059 | \$138,780 | \$141,556 | \$144,387 | \$147,275 | \$150,220 |
| 2-1            | \$130,520                                       | \$133,130 | \$135,793 | \$138,509 | \$141,279 | \$144,105 | \$146,987 |
| <b>Range 1</b> |   |           |           |           |           |           |           |
| 1-4            | \$129,168                                       | \$131,751 | \$134,386 | \$137,074 | \$139,816 | \$142,612 | \$145,464 |
| 1-3            | \$125,187                                       | \$127,691 | \$130,244 | \$132,849 | \$135,506 | \$138,216 | \$140,981 |
| 1-2            | \$121,659                                       | \$124,092 | \$126,574 | \$129,106 | \$131,688 | \$134,322 | \$137,008 |
| 1-1            | \$118,230                                       | \$120,595 | \$123,007 | \$125,467 | \$127,976 | \$130,536 | \$133,147 |

**Teacher Class**

- (3) Employees within the teacher class will be paid the salary appropriate to their classification as follows:

| Classification & salary range        | Effective from the first pay period on or after |           |           |           |           |           |           |
|--------------------------------------|---|-----------|-----------|-----------|-----------|-----------|-----------|
|                                      | 1/04/2017                                       | 1/04/2018 | 1/10/2018 | 1/04/2019 | 1/10/2019 | 1/04/2020 | 1/10/2020 |
| <b>Leading Teacher – Range 3</b>     |   |           |           |           |           |           |           |
| 3-2                                  | \$107,686                                       | \$109,301 | \$111,214 | \$112,882 | \$114,857 | \$116,580 | \$118,620 |
| 3-1                                  | \$102,655                                       | \$104,195 | \$106,019 | \$107,609 | \$109,492 | \$111,134 | \$113,079 |
| <b>Learning Specialist – Range 3</b> |   |           |           |           |           |           |           |
| 3-1                                  | \$107,686                                       | \$109,301 | \$111,214 | \$112,882 | \$114,857 | \$116,580 | \$118,620 |
| 3-1                                  | \$102,655                                       | \$104,195 | \$106,019 | \$107,609 | \$109,492 | \$111,134 | \$113,079 |
| <b>Classroom Teacher - Range 2</b>   |   |           |           |           |           |           |           |
| 2-6                                  | \$98,047  | \$99,518  | \$101,260 | \$102,778 | \$104,577 | \$106,146 | \$108,003 |
| 2-5                                  | \$90,638  | \$91,998  | \$93,608  | \$95,012  | \$96,674  | \$98,124  | \$99,842  |
| 2-4                                  | \$87,412  | \$88,724  | \$90,276  | \$91,630  | \$93,234  | \$94,633  | \$96,289  |
| 2-3                                  | \$84,302  | \$85,566  | \$87,063  | \$88,369  | \$89,916  | \$91,265  | \$92,862  |
| 2-2                                  | \$81,301  | \$82,521  | \$83,965  | \$85,224  | \$86,716  | \$88,016  | \$89,557  |
| 2-1                                  | \$78,408  | \$79,584  | \$80,977  | \$82,192  | \$83,630  | \$84,884  | \$86,370  |
| <b>Classroom Teacher - Range 1</b>   |   |           |           |           |           |           |           |
| 1-5                                  | \$75,618  | \$76,753  | \$78,096  | \$79,267  | \$80,654  | \$81,864  | \$83,297  |
| 1-4                                  | \$72,927  | \$74,020  | \$75,316  | \$76,445  | \$77,783  | \$78,950  | \$80,332  |
| 1-3                                  | \$70,332  | \$71,387  | \$72,636  | \$73,726  | \$75,016  | \$76,141  | \$77,474  |
| 1-2                                  | \$67,829  | \$68,846  | \$70,051  | \$71,102  | \$72,346  | \$73,432  | \$74,717  |
| 1-1                                  | \$65,415  | \$66,396  | \$67,558  | \$68,572  | \$69,772  | \$70,818  | \$72,058  |

**Paraprofessional Class**

- (4) Employees within the paraprofessional class will be paid the salary appropriate to their classification as follows:

| Classification & salary range |                | Effective from the first pay period on or after |           |           |           |           |           |           |
|-------------------------------|----------------|---|-----------|-----------|-----------|-----------|-----------|-----------|
|                               |                | 1/04/2017                                       | 1/04/2018 | 1/10/2018 | 1/04/2019 | 1/10/2019 | 1/04/2020 | 1/10/2020 |
| Level 2                       | <b>Range 4</b> |   |           |           |           |           |           |           |
|                               | <b>Max</b>     | \$107,686                                       | \$109,301 | \$111,214 | \$112,882 | \$114,857 | \$116,580 | \$118,620 |
|                               | <b>Min</b>     | \$98,047  | \$99,518  | \$101,260 | \$102,778 | \$104,577 | \$106,146 | \$108,003 |
|                               | <b>Range 3</b> |   |           |           |           |           |           |           |
|                               | <b>P 3-3</b>   | \$90,638  | \$91,998  | \$93,608  | \$95,012  | \$96,674  | \$98,124  | \$99,842  |
|                               | <b>P 3-2</b>   | \$87,412  | \$88,724  | \$90,276  | \$91,630  | \$93,234  | \$94,633  | \$96,289  |
|                               | <b>P 3-1</b>   | \$84,302  | \$85,566  | \$87,063  | \$88,369  | \$89,916  | \$91,265  | \$92,862  |
| Level 1                       | <b>Range 2</b> |   |           |           |           |           |           |           |
|                               | <b>P 2-5</b>   | \$81,301  | \$82,521  | \$83,965  | \$85,224  | \$86,716  | \$88,016  | \$89,557  |
|                               | <b>P 2-4</b>   | \$78,408  | \$79,584  | \$80,977  | \$82,192  | \$83,630  | \$84,884  | \$86,370  |
|                               | <b>P 2-3</b>   | \$75,618  | \$76,753  | \$78,096  | \$79,267  | \$80,654  | \$81,864  | \$83,297  |
|                               | <b>P 2-2</b>   | \$72,927  | \$74,020  | \$75,316  | \$76,445  | \$77,783  | \$78,950  | \$80,332  |
|                               | <b>P 2-1</b>   | \$70,332  | \$71,387  | \$72,636  | \$73,726  | \$75,016  | \$76,141  | \$77,474  |
|                               | <b>Range 1</b> |   |           |           |           |           |           |           |
|                               | <b>P 1-6</b>   | \$67,829  | \$68,846  | \$70,051  | \$71,102  | \$72,346  | \$73,432  | \$74,717  |
|                               | <b>P 1-5</b>   | \$62,344  | \$63,280  | \$64,387  | \$65,353  | \$66,496  | \$67,494  | \$68,675  |
|                               | <b>P 1-4</b>   | \$57,753  | \$58,619  | \$59,645  | \$60,540  | \$61,599  | \$62,523  | \$63,617  |
|                               | <b>P 1-3</b>   | \$53,500  | \$54,303  | \$55,253  | \$56,082  | \$57,063  | \$57,919  | \$58,933  |
|                               | <b>P 1-2</b>   | \$49,560  | \$50,303  | \$51,184  | \$51,951  | \$52,861  | \$53,654  | \$54,592  |
| <b>P 1-1</b>                  | \$45,910       | \$46,599  | \$47,414  | \$48,125  | \$48,968  | \$49,702  | \$50,572  |           |

**Education Support Class**

(5) Employees within the education support class will be paid the salary appropriate to their classification as follows:

| Classification & salary range |                | Effective from the first pay period on or after |           |           |           |           |           |           |
|-------------------------------|----------------|---|-----------|-----------|-----------|-----------|-----------|-----------|
|                               |                | 1/04/2017                                       | 1/04/2018 | 1/10/2018 | 1/04/2019 | 1/10/2019 | 1/04/2020 | 1/10/2020 |
| <b>Level 2</b>                | <b>Range 6</b> |   |           |           |           |           |           |           |
|                               | 6-5            | \$129,584                                       | \$131,528 | \$133,829 | \$135,837 | \$138,214 | \$140,287 | \$142,742 |
|                               | 6-4            | \$125,002                                       | \$126,877 | \$129,097 | \$131,034 | \$133,327 | \$135,326 | \$137,695 |
|                               | 6-3            | \$120,542                                       | \$122,350 | \$124,492 | \$126,359 | \$128,570 | \$130,499 | \$132,783 |
|                               | 6-2            | \$116,241                                       | \$117,985 | \$120,049 | \$121,850 | \$123,982 | \$125,842 | \$128,044 |
|                               | 6-1            | \$112,093                                       | \$113,775 | \$115,766 | \$117,502 | \$119,559 | \$121,352 | \$123,476 |
| <b>Level 1</b>                | <b>Range 5</b> |   |           |           |           |           |           |           |
|                               | 5-5            | \$108,460                                       | \$110,087 | \$112,013 | \$113,694 | \$115,683 | \$117,419 | \$119,473 |
|                               | 5-4            | \$104,868                                       | \$106,441 | \$108,304 | \$109,928 | \$111,852 | \$113,530 | \$115,517 |
|                               | 5-3            | \$101,468                                       | \$102,990 | \$104,792 | \$106,364 | \$108,226 | \$109,849 | \$111,771 |
|                               | 5-2            | \$98,178  | \$99,651  | \$101,395 | \$102,916 | \$104,717 | \$106,288 | \$108,148 |
|                               | 5-1            | \$94,996  | \$96,421  | \$98,109  | \$99,580  | \$101,323 | \$102,843 | \$104,642 |
|                               | <b>Range 4</b> |   |           |           |           |           |           |           |
|                               | 4-6            | \$91,915  | \$93,294  | \$94,927  | \$96,350  | \$98,037  | \$99,507  | \$101,249 |
|                               | 4-5            | \$88,937  | \$90,272  | \$91,851  | \$93,229  | \$94,861  | \$96,283  | \$97,968  |
|                               | 4-4            | \$86,055  | \$87,346  | \$88,874  | \$90,207  | \$91,786  | \$93,163  | \$94,793  |
|                               | 4-3            | \$83,266  | \$84,515  | \$85,994  | \$87,284  | \$88,811  | \$90,144  | \$91,721  |
|                               | 4-2            | \$80,566  | \$81,774  | \$83,206  | \$84,454  | \$85,932  | \$87,221  | \$88,747  |
|                               | 4-1            | \$77,955  | \$79,124  | \$80,509  | \$81,716  | \$83,146  | \$84,394  | \$85,871  |
|                               | <b>Range 3</b> |   |           |           |           |           |           |           |
|                               | 3-5            | \$71,385  | \$72,456  | \$73,724  | \$74,830  | \$76,139  | \$77,281  | \$78,634  |
|                               | 3-4            | \$67,960  | \$68,980  | \$70,187  | \$71,240  | \$72,486  | \$73,574  | \$74,861  |
|                               | 3-3            | \$65,758  | \$66,744  | \$67,912  | \$68,931  | \$70,137  | \$71,189  | \$72,435  |
|                               | 3-2            | \$63,636  | \$64,591  | \$65,721  | \$66,707  | \$67,874  | \$68,892  | \$70,098  |
|                               | 3-1            | \$60,994  | \$61,909  | \$62,992  | \$63,937  | \$65,056  | \$66,032  | \$67,187  |
|                               | <b>Range 2</b> |   |           |           |           |           |           |           |
|                               | 2-5            | \$59,986  | \$60,885  | \$61,951  | \$62,880  | \$63,980  | \$64,940  | \$66,077  |
|                               | 2-4            | \$58,186  | \$59,058  | \$60,092  | \$60,993  | \$62,061  | \$62,991  | \$64,094  |
|                               | 2-3            | \$55,768  | \$56,605  | \$57,596  | \$58,459  | \$59,483  | \$60,375  | \$61,431  |
|                               | 2-2            | \$53,961  | \$54,770  | \$55,728  | \$56,564  | \$57,554  | \$58,418  | \$59,440  |
|                               | 2-1            | \$52,212  | \$52,996  | \$53,923  | \$54,732  | \$55,690  | \$56,525  | \$57,514  |
|                               | <b>Range 1</b> |   |           |           |           |           |           |           |
|                               | 1-5            | \$50,270  | \$51,024  | \$51,917  | \$52,696  | \$53,618  | \$54,423  | \$55,375  |
|                               | 1-4            | \$48,641  | \$49,371  | \$50,235  | \$50,988  | \$51,880  | \$52,659  | \$53,580  |
|                               | 1-3            | \$47,292  | \$48,001  | \$48,841  | \$49,574  | \$50,441  | \$51,198  | \$52,094  |
|                               | 1-2            | \$45,146  | \$45,823  | \$46,625  | \$47,325  | \$48,153  | \$48,875  | \$49,730  |
|                               | 1-1            | \$43,277  | \$43,926  | \$44,695  | \$45,366  | \$46,159  | \$46,852  | \$47,672  |

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 or general interest classes<br>– per two hour session    | \$59.34 |



**SCHEDULE 2**

**ALLOWANCES**

2.1 Special Payment (reference: clause 2.6.2)

|  |         |
|--|---------|
| Minimum annual amount of special payment | \$855   |
| Maximum annual amount of special payment | \$9,000 |

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

2.3 Maximum salary loading allowance (Reference: clause 2.6.5(1))

| Year | Maximum |
|------|---------|
| 2017 | \$1,236 |
| 2018 | \$1,276 |
| 2019 | \$1,318 |
| 2020 | \$1,361 |

2.4 Remote allowance (reference: clause 2.6.6)

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

2.5 First Aid Allowance (reference: clause 2.6.7) payable per annum from the first pay period on or after:

| Date           | Allowance |
|----------------|-----------|
| 1 April 2017   | \$628     |
| 1 April 2018   | \$637     |
| 1 October 2018 | \$648     |
| 1 April 2019   | \$658     |
| 1 October 2019 | \$670     |
| 1 April 2020   | \$680     |
| 1 October 2020 | \$692     |

2.6 Intensive Care Allowance (reference: clause 2.6.8) payable per annum from the first pay period on or after:

| <b>Date</b>    | <b>Allowance</b> |
|----------------|------------------|
| 1 April 2017   | \$364            |
| 1 April 2018   | \$370            |
| 1 October 2018 | \$376            |
| 1 April 2019   | \$382            |
| 1 October 2019 | \$389            |
| 1 April 2020   | \$395            |
| 1 October 2020 | \$401            |

2.7 Superannuation adjustment allowance (Reference: clause 2.6.11)

(a) Principal class employees, other than employees who are members of a defined benefit superannuation scheme, will be paid the following Superannuation adjustment allowance:

**Inserted by  
Order 1328**

| <b>Range 6</b> | <b>Adjustment Allowance.</b> |
|----------------|------------------------------|
| 6-4            | \$1,025                      |
| 6-3            | \$1,005                      |
| 6-2            | \$985                        |
| 6-1            | \$966                        |
| <b>Range 5</b> |                              |
| 5-4            | \$947                        |
| 5-3            | \$928                        |
| 5-2            | \$910                        |
| 5-1            | \$892                        |
| <b>Range 4</b> |                              |
| 4-4            | \$865                        |
| 4-3            | \$846                        |
| 4-2            | \$828                        |
| 4-1            | \$810                        |
| <b>Range 3</b> |                              |
| 3-4            | \$793                        |
| 3-3            | \$778                        |
| 3-2            | \$761                        |
| 3-1            | \$744                        |
| <b>Range 2</b> |                              |
| 2-4            | \$728                        |
| 2-3            | \$701                        |
| 2-2            | \$686                        |
| 2-1            | \$671                        |
| <b>Range 1</b> |                              |
| 1-4            | \$664                        |
| 1-3            | \$644                        |
| 1-2            | \$626                        |
| 1-1            | \$608                        |

- (b) Executive class employees, other than employees who are members of a defined benefit superannuation scheme, will be paid *a Superannuation adjustment allowance* calculated as follows:

The employee's total remuneration package x 0.456763%"

**SCHEDULE 3**

**TRANSLATION**

3.1 Principals at remuneration range 1 will translate to the revised principal classification structure with effect from 2 April 2017 and progress on 1 May 2017 as follows:

| <b>Remuneration range immediately prior to 2 April 2017</b> | <b>Translation 2 April 2017</b> | <b>Progression 1 May 2017</b> |
|---|---------------------------------|-------------------------------|
| Range 1   | Range 2                         | Range 2                       |
| 1-4   | 2-3                             | 2-4*                          |
| 1-3   | 2-2                             | 2-3*                          |
| 1-2   | 2-1                             | 2-2*                          |
| 1-1   | 2-1                             | 2-1                           |

\* *subject to a satisfactory performance and development assessment in the 2016/17 progression cycle and 6 months or more service at the subdivision in column 1 as at 1 May 2017.*

3.2 Education support class employees at level 1 ranges 1 and 2 will translate to the revised education support class classifications with effect from 2 April 2017 and progress on 1 May 2017 as follows:

| <b>Classification &amp; subdivision immediately prior to 2 April 2017</b> | <b>Translation 2 April 2017</b> | <b>Progression 1 May 2017</b> |
|---|---------------------------------|-------------------------------|
| Range 2   | Range 2                         | Range 2                       |
| 2-5   | 2-4                             | 2-5*                          |
| 2-4   | 2-3                             | 2-4*                          |
| 2-3   | 2-2                             | 2-3*                          |
| 2-2   | 2-1                             | 2-2*                          |
| 2-1   | 2-1                             | 2-1                           |
| Range 1   | Range 1                         | Range 1                       |
| 1-5   | 1-4                             | 1-5*                          |
| 1-4   | 1-3                             | 1-4*                          |
| 1-3   | 1-2                             | 1-3*                          |
| 1-2   | 1-1                             | 1-2*                          |
| 1-1   | 1-1                             | 1-1                           |

\* *subject to a satisfactory performance and development assessment in the 2016/17 progression cycle and 6 months or more service at the subdivision in column 1 as at 1 May 2017.*