

Log of Claims

VICTORIAN GOVERNMENT SCHOOLS AGREEMENT Without Prejudice

The Teachers Professional Association of Australia (TPAA) seeks the following inclusions in the VICTORIAN GOVERNMENT SCHOOLS AGREEMENT on behalf of their members:

1. Salary increases

- a. TPAA seeks a 43% increase to all salary rates and applicable allowances, to be applied either as an immediate adjustment or progressively over the life of the Agreement. 8% of which is modelled from the previous agreement, and 35% which is achievable through restructuring the education system.

2. Allowances

- a. TPAA seeks allowances increase in line with wages.

3. Pay Equity and Entitlements for CRTs and Fixed-Term Staff

- a. TPAA seeks to improve CRT pay and conditions to expand job security for fixed-term staff as follows;

- i. **Automatic Conversion to Permanent Employment**

1. Fixed-term employees who have completed a continuous period of **12 months** of service in the same role shall be automatically converted to **ongoing employment**, unless the employer can demonstrate a clear operational reason for not offering a permanent position.
 2. For long-term CRTs, where they have worked consistently within the same school, across multiple terms, or in the same teaching role, this should trigger automatic conversion to permanent status subject to agreement by the employee.

4. Gender Issues

- a. TPAA seeks the inclusion of provisions that protect the rights of teachers to exercise freedom of conscience on matters relating to gender identity, including transgender-related topics. Teachers should not be compelled, due to personal or religious grounds, to affirm or promote views on gender identity that conflict with their sincerely held beliefs. This protection should apply across all professional settings, including staff meetings, classroom instruction, and interactions with students. TPAA notes that teachers have spoken clearly on this matter and demand protections.

5. No Reduction of Existing Conditions

- a. TPAA seeks that no employee suffers a reduction in their core pay or entitlements under this Agreement.

6. Agreement Term and Renegotiation Clause

- a. TPAA proposes a 3-year agreement term, with a clause that allows for renegotiation of the Agreement prior to expiry.

7. Definitions

- a. TPAA seeks the inclusion of “*employee representative*” in definitions.
- b. TPAA seeks that the Teachers Professional Association of Australia (**TPAA**) be defined as an employee representative in the definitions.
- c. TPAA seeks the inclusion of Planning and Preparation Time (**PPT**) in definitions with the following wording to define PPT:
 - i. *PPT is uninterrupted, school-directed time allocated during the working week for the purpose of lesson planning, curriculum design, assessment, and professional preparation.*
- d. TPAA seeks the inclusion in a definition of Face-to-Face Teaching Time as follows:
 - i. *“Regular, timetabled instructional lessons during which a teacher holds the primary responsibility for delivery of core curriculum to students”*
- e. TPAA seeks the inclusion of a “core curriculum” in definitions as follows:
 - i. *Core Curriculum means the essential learning areas defined in the Victorian Curriculum, including Literacy, Numeracy, and STEAM, as stipulated by the Department of Education and delivered by teaching staff.*

8. Objectives

- a. TPAA seeks the following changes to 9 (6);
 - i. *That all employees are entitled to working conditions which enable them to perform their roles to a high professional standard, while promoting well-being, respecting their time, and reflecting the highest benchmarks in the country.*

9. Commitments

- a. TPAA seeks the following wording to be added as point 12 to the Commitments Clause in the agreement:
 - i. *The parties are committed to ensuring that employees are supported by working conditions that uphold professional standards, foster wellbeing, promote dignity and safety at work, and reflect best practice across the education sector. This includes equitable access to resources, planning time, manageable workloads, and a culture of trust and respect that enables employees to perform their roles effectively.*

10. Pay Equity and Entitlements for CRTs and Fixed-Term Staff

- a. TPAA seeks to improve CRT pay and conditions to expand job security for fixed-term staff as follows;
 - i. **Automatic Conversion to Permanent Employment**
 - 1. Fixed-term employees who have completed a continuous period of **12 months** of service in the same role shall be automatically converted to **ongoing employment**, unless the employer can demonstrate a clear operational reason for not offering a permanent position.
 - 2. For long-term CRTs, where they have worked consistently within the same school, across multiple terms, or in the same teaching role, this should trigger automatic conversion to permanent status subject to agreement by the employee.

11. Reduced Face-to-Face Teaching Time

- a. TPAA seeks a reduction in weekly face-to-face teaching hours as follows;
 - i. 19 hours per week for a secondary school teacher or 17 hours 40 minutes per week if a teacher supervises the sporting activities of students on a structured basis for a period of two hours per week;
 - ii. 21 hours 30 minutes per week for a primary school teacher or a special school teacher: **OR**
- b. TPAA seeks the following wording to be written into the agreement;
 - i. *Face-to-face teaching time shall be protected and used exclusively for the delivery of the core curriculum.*
 - ii. *Face-to-face teaching time shall not be encroached upon or replaced by non-instructional duties, administrative tasks, or other activities not directly related to the delivery of the core curriculum.*
 - iii. *Any proposed variation to the use of face-to-face teaching time must be subject to consultation.*

12. Professional Practice Days

- a. TPAA seeks the reinstatement of 3 Professional Practice days per year for the life of the agreement as follows;
 - i. 1 in Term 2
 - ii. 1 in Term 3
 - iii. 1 in Term 4

13. Attendance

- a. **Teachers;**
 - i. TPAA seeks a reduction from 3 hours of additional attendance for Teachers to 2 hours per day and
 - ii. A cap on meeting times to 30 minutes per day to allow for extra time to be used for Planning and Preparation time (PPT)

14. Time - In- Lieu (TIL)

- a. TPAA seeks the following entitlements for teaching staff and Education Support Staff
 - i. Time-In-Lieu (TIL) worked shall be counted as equivalent to face-to-face teaching time for teaching staff.
 - ii. All Staff shall have the right to elect to receive payment in place of taking Time in Lieu (TIL). Where payment is elected, payment must be processed within the fortnight in which the TIL is accrued or no later than the next pay period.

15. Other Considerations (NEW)

a. Voluntary Transfer of Personal Leave Between Employees

- i. TPAA seeks the following clause for inclusion in the agreement:

1. Purpose

The parties acknowledge the importance of supporting employees facing serious illness or exceptional circumstances. To promote compassion and workplace solidarity, the Employer shall establish a mechanism for the voluntary transfer of accrued personal leave between employees in accordance with this clause.

2. Eligibility to Receive Transferred Leave

An employee may apply to receive personal leave from another employee where the receiving employee:

- a. *is suffering from a serious medical condition or life-threatening illness, or is required to care for an immediate family member suffering from such a condition;*
- b. *has exhausted all paid personal leave and any other accrued leave entitlements; and*
- (c) is unable to return to work and is not currently receiving workers compensation payments.*

3. Conditions for Donating Leave

An employee may voluntarily transfer a portion of their accrued personal leave balance, subject to the following:

- a. *The donor retains a minimum personal leave balance of 10 days after the transfer.*
- b. *The transfer is not coerced, incentivised, or subject to undue influence;*
- c. *The donor and recipient are both ongoing or fixed-term employees covered by this Agreement*

4. Limits and Approvals

- a. *A maximum of 20 days may be transferred to a single recipient in any 12-month period.*
- b. *All transfers must be approved by the Employer, in consultation with the recipient and donor, and with union or employee representative oversight where requested.*
- c. *Applications will be considered confidentially and assessed within 10 working days.*

5. Review and Integrity

The parties agree to review the operation of this clause every 12 months. Misuse or coercion in the process may be subject to grievance procedures.

b. Work from Home arrangements

- i. TPAA seeks the inclusion of the following wording in the agreement
 1. *Where a teacher has no scheduled classes or other in-person duties, they should have the option to work from home.*
 2. *The employer will ensure that teachers are provided with the necessary support and technology to carry out their duties effectively from a remote location. This will include, but is not limited to:*
 - a. *Access to online teaching platforms and resources*
 - b. *Flexibility to manage preparation, grading, and administrative tasks remotely,*
 - c. *Maintaining communication with students and colleagues through virtual means*
 3. *This arrangement will be subject to prior agreement between the teacher and the employer, ensuring that the teacher's ability to meet performance expectations and maintain student engagement is not compromised.*

c. Paid Well-being days

- i. TPAA seeks the inclusion of two paid Well-being Days per year, non-cumulative.

d. Planning and Preparation Time (PPT) for Specialist Teachers

- i. TPAA seeks the inclusion of enforceable minimum PPT entitlements for all specialist teaching staff as follows:
 1. *Primary School Specialist Teachers (e.g. visual arts, music, PE): minimum 2.5 hours per week of dedicated PPT.*
 2. *Secondary School Specialist Teachers: minimum 3 hours per week of dedicated PPT.*

3. This time must be timetabled during the working week, be free from supervision or other duties, and protected from cancellation or encroachment.

16. Student Behaviour and Safety

- a. TPAA seeks the inclusion of the following wording in the Agreement;
 - i. *The Employer's Representative (Principal) shall have the authority to initiate the transfer or exclusion of a student to an appropriate flexible education setting where the student's behaviour presents a sustained and unacceptably high level of risk to the physical or psychological safety of staff or other students*
 - ii. *A 'sustained period' shall be defined as a minimum of six months of documented high-risk behaviour. This provision may also apply in cases of a single critical or serious incident resulting in physical injury to a staff member, where the student's return is assessed as posing an extreme and ongoing risk to the health and safety of others.*

17. Specialist and Support Staff

- a. TPAA seeks the inclusion of the following wording in the Agreement;
 - i. *The Employer's Representative will, within six months of the EBA coming into effect, review and consult with school leaders and teachers on the benefits of having an Education Support Staff member in every classroom to ensure that teachers' time is dedicated to teaching the relevant curriculum.*

18. Policy and local Agreements

- a. TPAA seeks the inclusion of the following clause in the agreement:
 - i. Where there is any inconsistency between this Agreement and any policy, guideline, or directive issued by the Department of Education or an individual school, the terms of this Agreement shall prevail to the extent of the inconsistency.
 - ii.

TPAA reserves the right to amend these claims or provide additional claims. Any offer is subject to the approval of the members we represent.

Yours sincerely

TPAA - Teachers' Professional Association of Australia