

Human Resources

Victorian Government Schools Agreement 2013 Implementation Guide Part 1



A Guide for Principals

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OVERVIEW

Following approval by a majority of employees the *Victorian Government Schools Agreement 2013* (the Agreement) came into operation on 10 July 2013 and replaces the *Victorian Government Schools Agreement 2008* and the *Victorian Government Schools-School Services Officers Agreement, 2004* (as varied in 2008). The purpose of this guide is to provide advice regarding the changes arising from the *Victorian Government Schools Agreement 2013*.

HRWeb is being progressively updated to reflect the changes arising from the Agreement. Principals will be advised periodically via circular or HRM Online as policy and procedural information on HRWeb is updated. In the interim where there is inconsistency between HRWeb and this guide or the Agreement, principals are to rely on this guide or the provisions of the Agreement.

The classification structures introduced in the *Victorian Government Schools Agreement 2013* will be implemented on the payroll system from **6 October 2013**. Until that date, salaries will include the pay increases flowing from the Agreement but an employee's payslip will continue to show their current classification and salary subdivision.

With the exception of the matters set out in this guide existing arrangements continue to apply.

KEY FEATURES

The key features of the *Victorian Government Schools Agreement 2013* are:

- a) A single Teaching Service agreement covering all persons employed in the Victorian Teaching Service (executive class, principal class, teacher class, paraprofessional class and education support class)
- b) Objectives and commitments that build on the achievements of the Victorian government school system to improve the educational opportunities and outcomes for Victorian students
- c) Salary increases paid in six monthly instalments together with increases to salary subdivisions to provide a more uniform spread between those salary subdivisions
- d) A \$1000 lump sum payment for all full time employees (pro rata for a part time employee)
- e) Redesigned Teaching Service career structures incorporating:
 - one classification level for principals with six remuneration ranges with remuneration range 1 being progressively absorbed into remuneration range 2
 - one classification level for assistant principals with four remuneration ranges
 - one leading teacher classification level with one salary range
 - one classroom teacher classification level with two salary ranges
 - two paraprofessional classification levels each with two salary ranges
 - two education support class classification levels with five salary ranges at classification level 1 and one salary range at classification level 2

- f) Revised fixed term employment arrangements including:
- additional eligibility grounds for fixed term employees to be offered translation to ongoing employment
 - introduction of a seven year term of employment for persons employed to replace an employee during a parental absence or in an education support class position specifically linked to Student Support Funding
- g) The minimum period of service for eligibility for salary progression increased from four months to six months with the date of notification of unsuccessful assessment changed from 1 February to 1 March
- h) Improvements to the parental absence arrangements including:
- Extending the 7 year parental absence arrangements to education support class employees
 - Introduction of 8 weeks paid leave for employees who become the legal parent of a child other than by birth or adoption.
- i) Introduction of revised employment and leave arrangements for education support class employees including:
- a single employment and salary model replacing the existing 52/52, 48/52 and school year models of employment
 - accrual of ten weeks' leave each year comprising 20 days annual leave and 30 days additional leave
 - payment of a leave purchase allowance for attendance for up to six days during one or two school vacation periods to replace existing recall arrangements or for a longer period agreed between the principal and the employee up to a maximum of 30 days
 - transitional arrangements for existing employees working in excess of the 48/52 model of employment including 52/52 employees
 - probation period extended from three months to six months
 - the minimum redeployment period for excess education support class employees increased from three months to six months
 - capacity for schools to advertise positions that require attendance during the 30 day additional leave period
- j) Improved consultative arrangements that require long-term planning decisions to be taken and staff advised in writing by the last week of November each year
- k) Inclusion of improved unsatisfactory performance procedures
- l) From 6 October 2013 the introduction of the following changes to ensure selection decisions are determined solely on the basis of merit:
- the advertisement of all vacancies of six weeks or longer
 - employees with priority status or redeployment status will be guaranteed an interview for any position for which they are an applicant but will no longer be given priority consideration for placement into those vacancies

- provision of dedicated redeployment/career transition support to all excess employees to ensure that their redeployment opportunities are maximised and that these employees are supported during the redeployment period.

TRANSLATION AND SALARY INCREASES

To enable sufficient time for the necessary system changes to be made the payment of the salary increases (including back pay), payment of the lump sum and the translation to the new structure will occur over separate pay periods. All employees who were employed on 10 July 2013 (the date the Agreement came into operation), whether or not that employment has since terminated, will be paid the lump sum payment and back payment of the salaries and allowance increases.

Action will be taken centrally to:

- Pay employees the lump sum amount set out in clause 8(2) of the Agreement. It is anticipated that this payment will be paid on 8 August 2013. Employees on leave without pay at the date the Agreement commences to operate will be paid the lump sum on resumption of duty provided the resumption occurs within the life of the Agreement (ie on or before 31 October 2016).
- Increase the salaries of all employees as set out in Schedule 1 of the Agreement. The salary increases will be backdated to 7 April 2013 (the commencement of the first pay period on or after 1 April 2013) or the date of commencement of the current period of employment whichever is the later. It is anticipated that the salary increases and arrears will be paid on 22 August 2013.
- Increase the first aid allowance and intensive care allowance of eligible employees as set out in Schedule 2 of the Agreement. The allowance increases will be backdated to 7 April 2013 (the commencement of the first pay period on or after 1 April 2013) or the date of commencement of the current period of employment whichever is the later. It is anticipated that the allowance increases and arrears will be paid on 22 August 2013.
- Adjust higher duties allowances consistent with the new salary rates.
- Implement the new education support class leave arrangements from 6 October 2013 including the payment of the new leave purchase allowance to existing employees employed at more than the 48/52 model of employment including all current 52/52 employees.
- Translate all employees covered by the *Victorian Government Schools Agreement 2013* to the new classification structures in accordance with the translation tables set out in Schedule 4 of the Agreement on 6 October 2013. As part of the translation principal class employees at remuneration maintenance points will be translated at their substantive level and remuneration will continue to be paid at the maintenance points for the period the principal class employee remains in his or her current position.

No action is required at the school level regarding the actions outlined above.

All staffing action in Term 3 should continue using the existing classification structures.

CAREER STRUCTURE CHANGES

The new classification structures will commence to operate from 6 October 2013 and all employees will be translated to the new classification structures in accordance with the Agreement on the same date.

Principal class

The principal classification structure will comprise a single classification level with six remuneration ranges with the level of the position determined by the school budget. The Agreement provides that principal positions at remuneration range 1 will be progressively absorbed into remuneration range 2. This will be achieved by removing the first subdivision of range 1 in each of May 2014, 2015, 2016 and 2017. While this will result in the range 1 remuneration overlapping with the range 2 remuneration during the transition period, these principal positions will continue to be classified as range 1 positions until the transition is complete in May 2017. At that time all range 1 positions will translate to range 2 positions.

Changes to principal remuneration ranges following movement in the size of the school budget will continue to be processed centrally as part of the annual principal range review process.

The assistant principal classification structure will comprise a single classification level with four remuneration ranges with the level of the position determined by the principal. As is currently the case the principal may review an assistant principal's remuneration range in the context of any changes to the work value of the position and the performance of the employee. Such a review can result in movement to a higher or lower remuneration range provided that the assistant principal cannot be moved to a remuneration range which is lower than the range determined on appointment to the position.

Where a principal class employee is not renewed in his/her position he/she will be appointed to the following classification level for the period specified:

- if the remuneration of the principal class employee is above remuneration range 2, the person will be offered appointment as an assistant principal at range 2 for a period of three years; or
- if the remuneration of the principal class employee is at remuneration range 1 or range 2, the person will be appointed as a leading teacher for a period of three years.

Teacher class

The leading teacher classification continues to have one salary range with three salary subdivisions. In February 2014 the first salary subdivision will be removed and leading teachers at that subdivision will be translated to the new minimum leading teacher salary subdivision.

The current leading teacher tenure renewal policy continues to apply. Where tenure is not renewed the leading teacher will be appointed as a classroom teacher at subdivision 2-6.

The Agreement provides that in circumstances where a leading teacher's tenure is due to expire at the end of a school term and the teacher is promoted to a higher classified position or transferred to another leading teacher position from the commencement of the following school term, the teacher will continue to be paid at the leading teacher level for that school vacation period.

The classroom teacher structure will comprise one classification level with two salary ranges. Advancement from classroom teacher salary range 1 to classroom teacher salary range 2 will be subject to the teacher demonstrating that the requirements for advancement to salary range 2 have been met.

Schedule 2 of the Agreement sets out the roles and responsibilities that can be expected of classroom teachers and leading teachers.

Paraprofessional class

The paraprofessional class structure will comprise two classification levels each with two salary ranges. The Agreement clarifies that a paraprofessional employed in response to an advertised classroom teacher vacancy will be offered employment at either salary range 1 or 2 within classification level 1 and a paraprofessional employed in response to an advertised leading teacher vacancy will be offered employment at either salary range 3 or 4 within classification level 2 having regard to the role and responsibilities the paraprofessional will undertake.

The Agreement provides that a paraprofessional may request a review of his or her salary range, or the principal may initiate the review, which will be conducted in the context of any changes to the work value of the position and the performance of the employee. Such a review can result in movement to a higher or lower salary range within the classification level provided that provided that the review cannot result in movement to a salary range which is lower than the range determined on appointment to the position.

Education support class

The education support class structure will comprise two classification levels with five salary ranges at classification level 1 and one salary range at classification level 2. The Agreement introduces a new level 2 classification reflecting a higher work value level than has existed under previous education support class classification structures.

In May 2014 the first salary subdivision of salary ranges 1, 2 and 3 at classification level 1 will be removed and education support class employees at those salary subdivisions will be translated to the new minimum salary subdivision for salary ranges 1, 2 and 3 respectively.

The classification and salary range of an education support class position will be determined based on the work value of the position reflected in the *Dimensions of Work* set out in Schedule 3 of the Agreement. The Agreement introduces a new level 2 classification reflecting a higher work value level than has existed under previous education support class classification structures. Employment or promotion to a position at education support class classification level 2 can only occur in response to an advertised vacancy.

The Agreement provides that an education support class employee within the new classification level 1 may request a review of his or her salary range, or the principal may initiate a review, which will be conducted in the context of any changes to the work value of the position and the performance of the employee. Such a review can result in movement to a higher or lower salary range within the new classification level 1 provided that the review cannot result in movement to a salary range which is lower than the range determined on appointment to the position.

No action will be required at the school level regarding the translation of employees to the new classification structures.

All staffing action in Term 3 should continue using the existing classification structures.

EDUCATION SUPPORT CLASS – NEW EMPLOYMENT MODEL

The Agreement provides for revised employment and leave arrangements for education support class employees by introducing a single employment and salary model to replace the existing 52/52, 48/52 and school year models of employment. These new arrangements will commence to operate when translation to the new classification structure occurs on 6 October 2013. During Term 3 existing education support class classification and salary arrangements will continue to apply with existing salary rates increased to reflect the salary increases in the Agreement.

From **6 October 2013**:

- a common education support class salary structure will apply and all education support class employees will accrue 50 days paid leave each year comprising 20 days (152 hours) annual leave and 30 days (228 hours) additional leave. When translation to the new classification structure occurs on 6 October 2013 education support class employees will be credited with the additional leave accrued since 10 July 2013 (the date the Agreement commenced) or the date they commenced employment whichever is the later.
- The Agreement provides the capacity for schools to advertise positions that will require the occupant to undertake duties for all or part of the 30 days additional leave. Where previously such positions would have been characterised as 52/52 or 48/52 they will now be characterised by the amount of additional leave that will be purchased under the employment arrangement entered into between the school and the employee. Recruitment Online will be modified to enable schools to advertise positions that include attendance during some or all of the 30 day additional leave period. Where it is proposed to reduce the attendance requirements of a position which ordinarily requires attendance for all of the 30 days additional leave, including student support services positions, the duties of that position must be commensurate with the attendance requirements proposed for that position.
- Schools will have the capacity to require an education support class employee to attend for duty during one or two school vacation periods for up to 6 days (45.6 hours for a full-time employee) to undertake normal duties or professional development. In addition the principal and the employee may agree on, or a position may be advertised requiring, attendance during school vacation periods in excess of the 6 days, up to a maximum of 30 days. An employee who attends for duty during the additional leave period will be paid a leave purchase allowance of 72.47% of his or her normal hourly rate in addition to the employee's normal rate of pay.
- It is important to note that the 20 day annual leave entitlement accrued by an employee cannot be purchased under these arrangements nor can an employee agree to such an arrangement. Annual leave is a paid leave entitlement that cannot be paid out other than on termination of employment.
- Education support class employees who are currently employed at 52/52, 51/52, 50/52 or 49/52 will be translated to the new structure with no change to their current attendance requirements. These employees will be paid the new leave purchase allowance to reflect their attendance requirements. For example an existing 52/52 employee will translate to the new classification and salary structure and be paid the leave purchase allowance in lieu of the 30 days additional leave and continue to accrue 20 days annual leave.

All staffing action in Term 3 should continue using the existing education support class classification structure.

ADVERTISEMENT OF VACANCIES

Until the new classification structures commence to operate from 6 October 2013 all vacancies are to be advertised using the existing classification structures.

From **6 October 2013**:

- changes will be made to Recruitment Online to reflect the new classification structures and all new vacancies are to be advertised using the new structures;
- as part of the commitment that selection decisions are determined solely on the basis of merit, schools will be required to advertise all fixed term vacancies of six weeks or longer and all ongoing vacancies.

Further advice regarding the implementation of the new arrangements will be provided prior to the new arrangements coming into effect.

All staffing action in Term 3 should continue using the existing classification structures.

All positions advertised on and from 6 October 2013 are to be advertised within the new classification structures.

FIXED TERM EMPLOYMENT

With the exception of the matters set out below, the existing fixed term employment arrangements continue to apply in that the standard mode of employment continues to be ongoing but it is recognised that there are circumstances where fixed term employment is necessary. The changes to the fixed term employment arrangements are as follows:

7 year fixed term

The Agreement introduces a seven year employment mode to replace employees on parental absence and for employees employed in positions specifically linked to Student Support Funding.

The employment of a person employed fixed term under this seven year mode of employment may be terminated prior to the expiration of the seven year period where:

- the employee absent on leave associated with a parental absence returns to duty
- the Student Support Funding or comparable funding reduces or ceases
- not less than ten weeks' notice of termination is provided to the employee.

The standard letters of offer for fixed term employment have been revised to reflect the 7 year employment mode. From 6 October 2013 eduPay will automatically set the employment end date for all hires or rehires into these positions at seven years. In the intervening period principals are to both advertise these positions for a 7 year period and use the new offer of employment letter.

Translation to ongoing employment

The Agreement continues to provide opportunities for fixed term employees to be offered translation to ongoing employment and includes changed eligibility requirements.

The Agreement now defines an "eligible employee" as a fixed term employee employed continuously for longer than a complete school year inclusive of all school vacation periods:

- (i) in response to a vacancy advertised for longer than 12 months;

- (ii) in response to a vacancy advertised for 12 months or less where a further period of fixed term employment without advertisement has been offered in accordance with the Agreement resulting in two or more fixed periods of employment;
- (iii) in response to two or more vacancies advertised for 12 months or less resulting in two or more fixed periods of employment; or
- (iv) in response to an advertised parental absence vacancy in the second or subsequent year of that replacement.

Ongoing employment should be offered to any eligible employee where a suitable ongoing position becomes available in the school, subject to a probationary period and satisfying the requirements for ongoing employment set out in the Recruitment in Schools guide. In circumstances where the number of eligible employees exceeds the number of available positions, an internal merit process should be used to identify the employee(s) to be offered ongoing employment.

A break in employment spanning a school vacation period does not break the continuity for the purpose of eligibility set out above.

Monitoring of fixed term

The Agreement requires the Department to implement proactive processes to ensure fixed term vacancies satisfy the fixed term criteria and to provide relevant data to the union on a quarterly basis. Importantly, the Department is committed to ensuring that the employment obligations set out in the Agreement are met and will actively monitor statewide fixed term employment trends. Consistent with the requirements of the Agreement the Department has committed to providing the following data:

- the number of ongoing and fixed term employees,
- the number of employees on leave (including type) of six weeks or longer
- current and anticipated student enrolments

Principals should identify those employees who satisfy the eligibility requirements for translation to ongoing employment and, where there is a suitable ongoing position available, offer those employees ongoing employment.

EMPLOYEES WITH PRIORITY/REDEPLOYMENT STATUS

From **6 October 2013**, as part of the commitment that selection decisions are determined solely on the basis of merit, employees with priority status and education support class employees with redeployment status will be guaranteed an interview for any position for which they are an applicant but will no longer be given priority consideration for placement into those vacancies.

The *Management of Excess Guidelines* will be updated at the time the new arrangements come into operation.

Pending the implementation of the new arrangements on 6 October 2013 employees with priority status and education support class employees with redeployment status will continue to be given priority consideration for placement into vacancies during the transition to the new arrangements in October 2013.

From **6 October 2013** the Department will appoint an external provider to provide dedicated redeployment/career transition support to all excess employees to ensure that their redeployment opportunities are maximised and that these employees are supported during the redeployment period. Any school with an excess employee will be expected to fund the cost of this service for each excess employee named by the school and a standard fee for each excess employee will be fixed at the time this service commences.

The Agreement provides that a fixed term education support class employee employed for longer than 12 months in two or more fixed periods of employment where the break between periods of employment is not more than three weeks will be given redeployment status. Fixed-term education support class employees, who meet this criterion, will automatically have redeployment status commencing 10 weeks prior to the end of their fixed-term period of employment.

Proforma letters of offer will be updated to provide for education support class employees who may have the 10 week redeployment entitlement. Principals are asked to ensure that existing eligible fixed-term education support class employees are informed of the 10 week redeployment entitlement and of the date on which the 10 weeks commences.

Principals who currently have unused 'exempt vacancies' are advised that these may be used for any positions advertised on or before the end of Term 3.

COMMENCEMENT SALARY

With the exception of classroom teachers the arrangements for determining an employee's commencement salary are unchanged.

The arrangements for determining a classroom teacher's commencement salary have changed for a teacher in their second or subsequent period of employment in the Teaching Service. Under the Agreement the commencement salary of a classroom teacher is determined as follows:

- On first employment with the Department a classroom teacher will commence at subdivision 1 of range 1 or range 2 depending on the range at which the position was advertised. Where the teacher has approved teaching experience the commencing salary will be subdivision 1 of range 1 plus a salary subdivision for each year of approved teaching experience.
- On a second or subsequent employment in the Teaching Service the commencement salary will be at the subdivision received by the classroom teacher on the last day of his or her most recent employment as a teacher except where the teacher has subsequently gained approved teaching experience since his or her separation from the Department. For example a teacher resigns at salary subdivision 3 of range 2 on 21 November 2013 and is rehired on 1 February 2014 with no additional teaching experience since that resignation; on re-employment, commencement salary for that teacher would be salary subdivision 3 of range 2).

Principals should ensure that the salary of any classroom teacher commencing employment on or after 10 July 2013 (including on rehire) is determined in accordance with the above. A commencement salary calculator is available where approved teaching experience is to be included and can be accessed on HRWeb.

PERFORMANCE AND DEVELOPMENT

The existing performance and development arrangements (including existing guidelines and proformas) continue to apply for the 2013-14 performance cycle. Performance and development arrangements will be reviewed in consultation with the unions and other key stakeholders. Any changes to the performance and development arrangements will not be introduced before the commencement of the 2014-15 performance cycle.

In relation to the classroom teacher arrangements, the existing templates and performance requirements will continue to apply following translation to the new classification structure on **6 October 2013** as set out below:

Revised classroom teacher classification & salary structure		Applicable performance and development template
Salary range	Salary subdivision	
Range 2	2-6	former <i>expert teacher</i> templates
	2-5	
	2-4	
	2-3	
	2-2	former <i>accomplished teacher</i> templates
	2-1	
Range 1	1-5	former <i>accomplished teacher</i> templates
	1-4	
	1-3	
	1-2	former <i>graduate teacher</i> templates
	1-1	

The Agreement provides that salary progression for eligible employees will continue to occur on 1 May each year. The Agreement has increased the minimum period of service for eligibility for salary progression from four months to six months. In addition the date a teacher class, paraprofessional class or education support class employee is to be notified of the likelihood of not meeting the requirements for progression has been moved to 1 March (rather than 1 February). If notification is not provided by 1 March the employee will receive salary progression irrespective of the outcome of the performance assessment. Principals will be sent a reminder in Term 4 and again in February to ensure this notification requirement is met in respect of employees who are not meeting the requirements for progression.

Principals should continue with existing performance and development arrangements until advised otherwise and note the change to a 1 March notification date.

Probation

The maximum probation period for education support class employees has been increased from 3 months to 6 months with the maximum probation period for all other Teaching Service employees remaining at 12 months.

No action is required in relation to education support class employees whose probation period commenced before 10 July 2013. Education support class employees employed ongoing on or after 10 July 2013 may have a probation period of up to 6 months.

UNSATISFACTORY PERFORMANCE PROCEDURES

The Agreement includes improved procedures for managing unsatisfactory performance that provide clarity to principals and employees about the steps, timeframes and appeal mechanisms in the event unsatisfactory performance procedures are implemented. The procedures retain the objective of improving an employee's performance to a satisfactory level.

The new procedures anticipate the completion of any unsatisfactory performance procedure being as early as possible within a maximum thirteen week period while recognising that circumstances may arise where this timeframe is not achievable. The procedures also introduce a right of appeal for an employee at the commencement of the procedures however the lodging of an appeal does not prevent the continuation of the procedures pending the outcome of the appeal. Employees continue to have a right of appeal at the conclusion of the process if they are dissatisfied with the outcome.

Principals should contact Conduct and Ethics in relation to any existing unsatisfactory performance cases to ensure any requirements under the Agreement are incorporated. Revised Guidelines are under development and principals will be given further advice at the time these become available.

ALLOWANCES

The Agreement provides for increases to the following allowances:

- the minimum annual amount for a special payment is increased to \$750.00
- the maximum salary loading allowance is increased to reflect the salary increases
- the first aid and intensive care allowances are increased on the same dates as the salary increases
- the re-establishment allowance is increased to \$400 for an employee without dependants and \$850 for an employee with dependants.

The Agreement clarifies the circumstances in which a first aid allowance is to be paid. The allowance is paid to an education support class employee:

- who holds an appropriate first aid qualification;
- who agrees to perform first aid in addition to the normal duties of his/her position;
- who is required to be available to provide first aid; and
- where the first aid duties comprise less than 10% of the employee's normal duties.

From **6 October 2013**:

- Schools will have the capacity to require an employee to attend for up to 6 days (45.6 hours for a full-time employee) during one or two school vacation periods for the purpose of an employee undertaking duty or professional development. In addition the principal and the employee may agree on, or a position may be advertised requiring, attendance during school vacation periods in excess of the 6 days, up to a maximum of 30 days.
- An employee who attends for duty during the additional leave period will be paid a leave purchase allowance of 72.47% of his or her normal hourly rate in addition to the employee's normal rate of pay. The leave purchase allowance can be paid on a fortnightly basis or as a lump sum as agreed between the principal and the employee. The method of payment will normally depend on whether the attendance requirement is an ongoing requirement or a one off requirement.

Principals are to continue with any existing commitments to pay a first aid allowance and are asked to review arrangements for future payment of this allowance to ensure compliance with the Agreement.

No action is required at the school level in relation to the increases to the first aid allowance, the intensive care allowance and the re-establishment allowance. Principals should ensure that any special payments offered after 10 July 2013 are not less than \$750.00.

SCHOOL BASED CONSULTATION

Consistent with current arrangements principals are asked to establish consultative arrangements that ensure school staff and the union at the school have the choice and opportunity to be involved in the consultation process in the school. The consultative arrangements must be agreed at the school level no later than 1 September and may be for one or more years to commence from term 4. The requirement to report to the Department each year continues.

The changes to the existing consultation provisions are:

- common consultative arrangements for the teacher class and the education support class
- the matters to be agreed as part of the consultative arrangements and reported by 1 September are clearly defined
- definitions of long-term planning and workforce plan to better clarify what is to be the subject of consultation
- the requirement for long-term planning decisions to be determined and communicated to staff in writing by the end of November each year and grievances, if any, against those decisions lodged within 5 days of the decision.

A circular will soon be issued consistent with previous years, setting out the reporting requirements.

Principals are asked to review their consultative arrangements to enable agreed arrangements consistent with the Agreement to be implemented from the commencement of Term 4.

LEAVE IMPROVEMENTS

Parental absence

The Agreement provides for the following changes to the parental absence arrangements:

- extends the existing 7 year parental absence arrangements to education support class employees consistent with the arrangements in place for other Teaching Service employees. In addition the requirement to notify an intention to resume duty in the following school year has been brought forward to 1 October in the previous year.
- the renaming of *Adoption Leave* which is now known as *Other Paid Parental Leave*. The purpose of this change is to widen the eligibility for this paid leave to include employees who become the legal parent of a child via adoption, legal guardianship, surrogacy or other circumstances approved by the Department
- the introduction of the option of half pay maternity leave. This will enable an employee to elect to take 14 weeks maternity leave on full pay or 28 weeks maternity leave on half pay.

An education support class employee who commenced a parental absence prior to 10 July 2013 has the option of completing their current period of absence and returning to duty at that time or converting to the 7 year parental absence arrangements.

However education support class employees who commenced their paid maternity leave prior to 10 July will not have the option of converting their paid maternity leave to half pay as they have already accessed a portion of the maternity leave on full pay.

The Agreement provides that, where an employee has resumed duty from a parental absence at a lower time fraction to assist in reconciling work and parental responsibilities, that employee will revert to the substantive time fraction he or she was working immediately before the parental absence commenced when the child for whom the leave was granted reaches school age. The *Education and Training Reform Act 2006* defines school age as not less than 6.

Principals are requested to contact all education support class employees who commenced a parental absence prior to 10 July 2013 and advise those employees of the option to convert to the seven year parental absence arrangements. In the absence of any advice from the employee it will be assumed the employee will not convert to the seven year parental absence arrangements.

Principals are further requested to contact principal class, teacher class and paraprofessional class employees who are yet to return to duty from a parental absence and advise those employees of the new requirement to notify their intention to resume duty in the following school year by 1 October in the previous year.

Additional Leave – Education Support Class

When the new education support class employment model commences to operate on 6 October 2013 all education support class employees will accrue 50 days paid leave each year (comprising 20 days (152 hours) annual leave and 30 days (228 hours) additional leave).

An employee who attends for duty during some or all of the additional leave period will be paid a leave purchase allowance of 72.47% of his or her normal hourly rate in addition to the employee's normal rate of pay. In this case the employee's additional leave entitlement will be reduced by the amount of leave purchased.

When translation to the new education support class employment model occurs on 6 October 2013 education support class employees will be credited with the additional leave accrued since 10 July 2013 (the date the Agreement commenced) or the date they commenced employment whichever is the later.

No action will be required at the school level regarding the translation of employees to the new leave arrangements.

STUDENT RESOURCE PACKAGE

Separate advice will be provided to schools when the necessary changes to the Student Resource Package arrangements, to deal with the implementation of the Agreement, are finalised.

FURTHER ASSISTANCE

For advice or assistance on any matters related to the implementation of the *Victorian Government Schools Agreement 2013* principals may contact the Policy and Employee Relations Branch on 9637 2454.