

Victorian Government Schools Agreement 2017 Implementation Guide

A Guide for Principals

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Overview

Following approval by a majority of employees the Victorian Government Schools Agreement 2017 (the Agreement) will commence on 22 August 2017 and replaces the Victorian Government Schools Agreement 2013. The purpose of this guide is to provide advice regarding the changes arising from the Victorian Government Schools Agreement 2017.

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.

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 2017* are:

- 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)
- seven salary increases over the life of the Agreement with the first increase paid on and from the commencement of the first pay period on or after 1 April 2017
- introduction of a new promotion position of learning specialist from the 2018 school year
- restructuring of the education support class salary scale at ranges 1 and 2
- ongoing employment for education support class positions linked to student support funding
- principal positions at remuneration range 1 absorbed into remuneration range 2
- adjustment of the principal classification budget barriers to reset the work value for principal positions providing access to a higher remuneration range for positions at the top of the existing budget barriers
- introduction of consultation requirements for principals and regional teaching service employees
- from the commencement of the 2018 school year the introduction of the 30 hour model for teachers to undertake the work directly related to the teaching and learning program of their classes (pro rata for part time)
- from the commencement of the 2018 school year the introduction of four professional practice days per year for teachers (pro rata for teachers employed part time).

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), and the translations for principals at range 1 and education support class employees at ranges 1 and 2 will occur on 14 September 2017. All employees employed on 22 August 2017 whether or not that employment terminates after that date, will receive back payment of the salaries and allowance increases.

Action will be taken centrally to:

- increase the salaries of all employees as set out in Schedule 1 of the Agreement. The salary increases will be backdated to 2 April 2017 (the commencement of the first pay period on or after 1 April 2017) or the date of commencement of the current period of employment or promotion whichever is the later. It is anticipated that the salary increases and arrears will be paid on 14 September 2017.
- review the remuneration range of each principal position in light of the revised principal classification budget barriers with any arrears arising from a movement to a higher remuneration range (calculated in accordance with existing remuneration range review policy) anticipated to be paid on 14 September 2017.
- adjust higher duties allowances consistent with the new salary rates backdated to 2 April 2017 (the commencement of the first pay period on or after 1 April 2017) or the date of commencement of the current period of higher duties whichever is the later.
- translate range 1 principals to range 2 effective from 2 April 2017 with any arrears anticipated to be paid on 14 September 2017. Employees will progress where eligible, with effect from 1 May 2017.
- translate education support class employees in ranges 1 & 2 to the new subdivisions of those ranges in accordance with the translation table set out in clause 13(6)(b) of the Agreement. Any arrears will be payable from 2 April 2017 (the commencement of the first pay period on or after 1 April 2017) and anticipated to be paid on 14 September 2017. Employees will progress where eligible, with effect from 1 May 2017.

- pay the lump sum difference for graduate teachers eligible to receive a lump sum in accordance with clause 13(3)(g) of the Agreement being the difference between the amount paid on 1 May and the amount set out in the new Agreement. It is anticipated that this amount will be paid on 14 September 2017.
- increase the first aid allowance and intensive care allowance of eligible employees as set out in the Agreement. The allowance increases will be backdated to 2 April 2017 (the commencement of the first pay period on or after 1 April 2017) 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 14 September 2017.

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

Career Structure Changes

PRINCIPAL CLASS

The principal classification structure will comprise a single classification level with five remuneration ranges (range 2 - range 6) with the remuneration range for each position determined by the school budget in accordance with clause 15(1)(b) of the Agreement. The Agreement provides that existing principal positions at remuneration range 1 are absorbed into remuneration range 2 in accordance with clause 13(6)(a) of the Agreement.

The principal classification budget barriers have been adjusted to reset the work value of principal positions providing access to a higher remuneration range for positions at the top of the existing budget barriers.

TEACHER CLASS

From the commencement of the 2018 school year the Agreement introduces a new promotion position, the learning specialist, at the same level as the leading teacher classification. The learning specialist classification has the same salary structure as the leading teacher classification comprising one salary range with two salary subdivisions. The key role of learning specialists is to deliver high quality teaching and learning and build excellence in teaching and learning within the teaching service. Schedule 2 of the Agreement sets out the role and responsibilities of the learning specialist. Apart from this change the teacher class continues to comprise classroom teachers and leading teachers.

As with leading teacher positions, learning specialist positions are tenured for periods of up to five years. Successful applicants for learning specialist positions will be employed on an ongoing basis with tenure in the position for the period as advertised. At the completion of the period of tenure, the principal will determine whether the position is to be renewed, abolished or advertised.

These positions will commence to operate in 2018 and further information will be provided to assist principals in planning for the introduction of the learning specialist position. Recruitment Online will be updated to enable advertisement of learning specialist positions from the commencement of Term 4 2017 for take up in 2018.

The Department will shortly be issuing separate information, resources and advice in relation to the introduction of the learning specialist positions.

School Staffing

STUDENT SUPPORT FUNDING POSITIONS

From 22 August 2017 all education support class vacancies linked to Student Support Funding must be advertised as ongoing. A term of the ongoing employment for vacancies linked to Student Support Funding is that employment can be ended within the first seven years of that employment where:

- the Student Support Funding or comparable funding reduces or ceases; and
- not less than twelve weeks' notice of termination is provided to the employee.

Consistent with existing practice for fixed term education support class employees, during the twelve weeks' notice period the employee is entitled to redeployment at or below their current classification level and salary range and will be interviewed for any positions for which they are an applicant.

The standard letter of offer of ongoing employment for education support class employees has been amended to reflect this new provision.

With the change in the employment arrangements for education support class positions linked to Student Support Funding, action will be taken centrally to convert employees who have been employed in an advertised Student

Support position to ongoing employment with effect from 22 August 2017. Affected employees will be provided with written notification of the conversion to ongoing and the terms of their employment.

Education support class employees who are employed in a fixed term position funded by both Student Support Funding and funding from another source (such as the school's SRP) but not advertised as an Student Support position will be considered for translation to ongoing employment as set out below.

TRANSLATION TO ONGOING EMPLOYMENT

The Agreement continues to provide opportunities for fixed term employees to be offered translation to ongoing employment. The relevant clause has been varied to make clear that an eligible fixed term employee will be offered ongoing employment where a suitable ongoing position would otherwise be advertised.

The Agreement now defines an "eligible employee" as a fixed term employee employed continuously for longer than twelve months or a complete school year inclusive of all school vacation periods if that is less than twelve months:

- (i) in response to a vacancy advertised for longer than 12 months;
- (ii) in response to a vacancy advertised for 12 months or less resulting in two or more fixed periods of employment as a result of the operation of subclause (2)(c)(ii);
- (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.

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

In implementing the obligations under the Agreement to translate eligible employees to ongoing employment, the Department has committed that it will take action centrally to offer eligible fixed term employees ongoing employment on 1 April each year. In implementing this commitment there will be an initial offer of ongoing employment in September/October 2017. The process will include the identification of eligible fixed term employees and the opportunity for principals to inform the Department of the reason why a particular fixed term employee should continue to be employed fixed term.

A central offer of translation to ongoing employment to an eligible fixed term employee will be subject to a [probationary](#) period of twelve months for teachers and six months for education support class employees.

Principals will continue to have the option of offering ongoing employment to eligible fixed term employees at any other time.

The Department will monitor the new approach to translation to ongoing employment for any unintended consequences including a change in vacancy patterns.

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 state-wide fixed term employment trends. Consistent with the requirements of the Agreement the Department has committed to providing the following data to the Australian Education Union:

- 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.

NOTICE AND REDEPLOYMENT PERIODS

The period of notice of termination for a fixed term employee replacing an employee on parental absence where that employee is returning to duty has been increased to twelve weeks.

Redeployment status for eligible education support class staff has been increased to twelve weeks.

The standard letters of offer of fixed term employment have been amended to reflect this new provision.

LONG SERVICE LEAVE REPLACEMENTS

A fixed term vacancy to replace an employee(s) who will be absent on long service leave for up to one school term (inclusive of the school vacation period for classroom teacher vacancies) may now be filled without advertisement. Schools Recruitment Unit will need to be contacted to give effect to these positions.

No action is required at the school level regarding the changes above.

INDUCTION

The Agreement provides that workplace representatives (i.e. union sub branch representative, if a sub branch exists at the school) be provided with an opportunity to participate in the induction process at the school so that those being inducted can be made aware of the role of the union(s) and an employee's right to join a union.

Principals are asked to review their induction arrangements to ensure union representatives are provided with an opportunity to participate in the induction process.

Allowances

The Agreement provides for increases to the following allowances:

- the minimum annual amount for a special payment is increased to \$855.00. The Agreement continues to provide for a special payment to be made to a teacher or education support class employee for undertaking a task that is additional to the responsibilities that can be required of an employee or as an attraction and/or retention incentive.
- 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 \$500 for an employee without dependants and \$1000 for an employee with dependants.

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 paid after 22 August 2017 are not less than \$855.00.

Performance and Development

The Agreement continues to provide that salary progression is not automatic. Each employee is to have an agreed performance and development plan and, in the absence of agreement, the employee's performance will be assessed against demonstrated achievement against school priorities and departmental criteria as outlined in the Department's Performance and Development Guidelines.

The number of eligible employees who progress through their respective salary scales will be determined solely on the basis of their performance and development assessment and the Department will not impose a quota on the number of employees who can progress in any year.

No action is required at the school level as existing performance and development guidelines continue to apply for 2017.

Consultation

SCHOOL BASED CONSULTATION

The Agreement provides for a consultative framework to be established at each school with the following key elements:

- the principal has ultimate administrative and operational responsibility for decisions at the school level provided that these decisions are made in accordance with the consultation requirements set out in the Agreement
- agreed consultative arrangements established at each school which ensure that the principal's responsibility to make school based decisions is carried out in a framework that enables staff to have input into decisions that affect their working lives
- consultative arrangements to include structures, operational procedures and arrangements for committee members to canvass the views of staff to ensure informed consultation can occur
- schools to report to the Department whether consultation arrangements have been agreed

- a default consultation model in those schools where consultation arrangements are not agreed.

Consistent with current arrangements principals are required 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 will commence from term 4 for the following twelve months. The requirement to report to the Department each year continues.

The changes to the existing consultation provisions are:

- the matters to be agreed as part of the consultative arrangements and reported by 1 September are clearly defined
- the definition of “long-term planning” has been amended to better clarify what is to be the subject of consultation
- the consultative arrangements to operate in those schools where agreement cannot be reached have been amended to provide for multi-campus arrangements and some operational changes and the provision of 16 hours’ time release for a union nominee.

A circular has been issued consistent with previous years, setting out the reporting requirements. As part of this reporting requirement a new *consultation reporting* pro forma has been developed to ensure the sub branch at the school, where one exists, has agreed to the school based consultation arrangements.

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.

PRINCIPAL CONSULTATION

The Agreement introduces consultation obligations on the Department to consult principals and their union(s) where it is proposed to introduce a significant change in the work required of principals.

No action is required at the school level.

REGIONAL CONSULTATION

To ensure teaching service employees in regional workplaces have the choice and opportunity to be involved in the consultative process the Agreement introduces a regional consultation model. Regional Directors are required to establish consultative arrangements consistent with the school based consultation model. Regional Directors will also be required to report whether there are agreed consultation requirements in place in their region.

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

Teacher Work

Existing teacher work arrangements are maintained including:

- the actual face-to-face teaching hours required of teachers in a school to be agreed using the school based consultation arrangements with default arrangements to apply where agreement is not achieved
- the maximum face-to-face teaching that can be required of a teacher is 20 hours for secondary teachers and 22 hours 30 minutes for primary teachers
- the scheduled duties of a teacher in the first 12 months of teaching should be reduced by at least 5% over the school week.

From the commencement of the 2018 school year the Agreement introduces the provision of 30 hours per week for teachers to undertake the work directly related to the teaching and learning program of their class(es) (such as face-to-face teaching, planning, preparation, assessment of student learning, collaboration, professional development and peer observation including feedback and reflection) with the remaining eight hours available for other activities (such as yard duty, meetings, other duties and lunch). This provision will apply pro-rata to teachers employed part time.

The actual number of hours for each component (i.e. the 30 hours and the remaining 8 hours) for any individual teacher will adjust according to the proportion of face-to-face teaching in accordance with the following formula:

$$(actual\ face-to-face \div maximum\ face-to-face) \times 30\ hours$$

Examples

- A full time secondary teacher whose face-to-face teaching is 20 hours per week will have 30 hours per week for the professional practice elements of their work leaving 8 hours per week for other activities.

- A full time secondary teacher whose face-to-face teaching is 17 hours per week will have 25.5 hours per week for the professional practice elements of their work leaving 12.5 hours per week for other activities.
- A full time primary teacher whose face-to-face teaching is 22.5 hours per week will have 30 hours per week for the professional practice elements of their work leaving 8 hours per week for other activities.
- A full time primary teacher whose face-to-face teaching is 18 hours per week will have 24 hours per week for the professional practice elements of their work leaving 14 hours per week for other activities.
- A secondary teacher employed 0.6 whose face-to-face teaching is 12 hours per week (ie 20 hours per week multiplied by 0.6) will have 18 hours per week for the professional practice elements of their work leaving 4.8 hours per week for other activities.
- A primary teacher employed 0.7 whose face-to-face teaching is 15.75 hours per week (i.e. 22.5 hours per week multiplied by 0.7) will have 21 hours per week for the professional practice elements of their work leaving 5.6 hours per week for other activities.

The Department will shortly be issuing separate information, resources and advice in relation to the introduction of the revised arrangements for teacher work.

PROFESSIONAL PRACTICE DAYS

From Term 1 2018 the Agreement introduces professional practice days for a teacher to be released from their scheduled duties, including teaching, to focus on the improved delivery of high quality teaching and learning. The work undertaken on these days will be consistent with Departmental and school priorities and selected from the following areas: planning, preparation, assessment of student learning, collaboration, curriculum development, relevant professional development and peer observation including feedback and reflection.

Teachers will have one professional practice day per term (pro rata for a teacher employed part time). These days are in addition to existing pupil free days.

The Agreement provides that the timing and focus of the professional practice days will be nominated by each teacher and agreed in consultation with the principal. Where the timing and/or focus are not agreed, the timing will be determined by the principal and the focus of the day will be determined by the teacher and must be consistent with the focus areas set out above.

The Department will shortly be issuing separate information, resources and advice in relation to the professional practice days.

Attendance

Existing attendance arrangements continue with the following amendments:

- the lunch period is now specified for all employees and must occur between the hours of 11.30am and 2.30 pm. In the case of an education support class employee this may be varied by agreement.
- for teachers, the three hours of attendance beyond the 35 hours of attendance has been clarified to provide for three hours of other duties with not more than two of those hours being used for meetings. Meetings held beyond the 35 hours attendance requirement must be adjacent to the seven hours of daily attendance and not exceed one hour unless otherwise agreed using the consultative provisions of the Agreement.
- a teacher may be required to attend a parent-teacher report meeting provided that a teacher may request not to attend a parent/teacher report meeting where this will unreasonably affect the teacher's personal or family commitments. The request can only be refused on reasonable grounds.

Principals are asked to review existing attendance and lunch arrangements to ensure they are consistent with the Agreement.

Leave Improvements

Existing leave entitlements are maintained with a number of improvements including:

- access to up to 20 days' paid leave per year for an employee experiencing family violence
- access to personal leave (carer's) for an employee who is supporting a person experiencing family violence
- access to a combination of half pay and full pay maternity leave at the employee's request provided the request is made prior to the commencement of the maternity leave
- access to up to 5 days leave to attend trade union training courses in defined circumstances
- no minimum period for long service leave absences.

The Department is developing comprehensive policy advice and guidance on the application of the family violence provisions which will be issued in the near future.

In the interim principals should contact the Policy and Employee Relations Branch (see below) for advice regarding issues related to the family violence provisions.

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 2017* principals may contact the Policy and Employee Relations Branch on 9637 2454 or email to employee.relations@edumail.vic.gov.au.