

Victorian Government Schools Agreement 2008

A Guide for Principals

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OVERVIEW

Following approval by a majority of employees the *Victorian Government Schools Agreement 2008* came into operation on 30 July 2008 and replaces the *Victorian Government Schools Agreement 2004* from that date. The purpose of this guide is to provide advice regarding the changes arising from the *Victorian Government Schools Agreement 2008*. **With the exception of the matters set out in this guide existing arrangements continue to apply.**

HRWeb is being progressively updated to reflect the changes arising from the *Victorian Government Schools Agreement 2008*. Principals will be advised periodically via circular or HRM Online as policy and procedure 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.

KEY FEATURES

The key features arising from *Victorian Government Schools Agreement 2008* are:

- (a) Four salary increases phased in as follows:
- 4.9% backdated to 11 May 2008
 - 2.71% from 4 January 2009
 - 2.71% from 3 January 2010
 - 2.71% from 2 January 2011
- No further salary increases before 31 December 2011.
- (b) Objectives and commitments that build on the achievements of the Victorian government school system subsequent to the release of the Blueprint for Government Schools in November 2003 and system reform as articulated in the Blueprint for Early Childhood Development and School Reform that will lead to an improvement in the educational opportunities and outcomes for all young Victorians.
- (c) Career structure changes incorporating:
- three classification levels for principals with six remuneration ranges
 - two classification levels for assistant principals with four remuneration ranges
 - the merging of leading teacher range 1 with leading teacher range 2
 - redesigned classroom teacher salary scale to both attract and retain quality teachers with the introduction of an additional salary point at the expert teacher level (sub division E-4) and the removal of the bottom two salary levels of graduate teacher resulting in a higher graduate commencing salary
 - introduction of a new Executive class
 - introduction of a new Paraprofessional class.

- (d) A school consultative framework requiring that the consultative structures agreed at the school level include operational procedures for those structures. In addition the consultative arrangements must enable workplace representatives to be provided with the opportunity and time to canvass the views of staff to ensure informed consultation can occur.
- (e) Introduction of a common salary progression date of 1 May each year commencing on 1 May 2009.
- (f) Revised fixed term employment arrangements including additional eligibility grounds for teachers employed fixed term to be offered translation to ongoing employment where the teacher has been employed continuously for longer than 12 months.
- (g) Incorporation of existing leave provisions within the agreement including the following changes:
 - Introduction of partner leave that replaces the existing paternity leave to enable an employee, regardless of gender, to access partner leave of up to 38 hours in conjunction with the birth of a child.
 - Introduction of two weeks paid leave where an employee is granted custody of a child under the *Children, Youth and Families Act 2005*.
 - Long service leave entitlements to accrue in hours to replace the existing calendar months.

TRANSLATION AND SALARY INCREASES

Action will be taken centrally to:

- Translate all employees covered by the *Victorian Government Schools Agreement 2008* to the new structure in accordance with the translation tables set out in Schedule 3 of the Agreement
- Increase the salaries of all employees as set out in Schedule 1 of the Agreement. The salary increases will be backdated to 11 May 2008 or the date of commencement of the current period of employment whichever is the later. It is anticipated that the salary increases and salary arrears will be paid on 14 August 2008
- Pay eligible employees the lump sum amount set out in clause 13(3) of the Agreement. It is anticipated that this payment will be paid on 28 August 2008. Eligible 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.
- Pay eligible employees the lump sum to compensate for the transition to a common progression date. It is anticipated that this payment will be paid on 28 August 2008.

No action is required at the school level regarding the translation of employees, the processing of the salary increases or the lump sum payments.

Higher duties

Action will be taken centrally to adjust higher duties allowances for employees consistent with the new salary rates.

SALARY PROGRESSION

Progression cycle

The Agreement provides that the salary progression of all eligible employees will occur on 1 May each year rather than the anniversary of their last salary progression.

Employees who have been translated to a higher salary subdivision as a result of translation to the new classification structures (i.e. current G-1, G-2, LT1-1, LT1-2, LT1-3 and some principal class remuneration levels) are not eligible for further salary progression in 2008. For all other employees existing salary progression arrangements will continue where the salary progression date falls on or before 31 December 2008.

From 1 January 2009 the salary progression cycle will be common to all employees commencing on 1 May each year and concluding on 30 April in the following year. An employee with less than four months eligible service in any particular progression cycle will not be eligible for salary progression.

Clauses 16(5)(f) and (g) of the Agreement deal with notification requirements for teachers who may not be meeting the requirements for salary progression following the implementation of the common progression date in 2009. A principal who forms the view that a teacher, eligible for progression on 1 May 2009, is not meeting the progression requirements is required to notify that teacher no later than 31 January 2009 (or 31 March if the teacher has less than six months eligible service) that salary progression may be deferred from 1 May 2009 if the progression requirements are not met at that time.

Revised guidelines are being developed to address the introduction of the common progression date and the application of the four month eligibility requirement.

Transition Payment

As part of the implementation of the common progression date in 2009, the Department has undertaken to pay a one off transition payment, at the commencement of the Agreement, to those employees whose salary progression is delayed beyond twelve months as a result of the implementation of the common progression cycle on 1 May 2009.

Employees who would otherwise be eligible for salary progression between 1 January 2009 and 30 April 2009 are eligible to be paid the transition payment. The amount of the transition payment for each eligible employee will equal the daily value of the salary progression amount due on 1 May 2009 multiplied by the number of days that the employee's salary progression is delayed beyond 12 months since the last salary progression.

It is anticipated that the transition payment will be paid on 28 August 2008.

No action is required at the school level regarding the payment of the transition payment.

Performance and Development Arrangements

The existing performance and development guidelines and proformas continue to apply for the remainder of 2008. Further information regarding the performance and development arrangements for 2009 will be issued at a later date.

Principals should note that with the introduction of the common progression date the performance and development cycles for all staff will be realigned with the 2009 cycle commencing on 1 May 2009. As a consequence existing performance and development plans will conclude on 30 April 2009 regardless of when they commenced in 2008.

Principals should continue with existing performance and development arrangements for the remainder of this year.

SALARY LOADING ALLOWANCE

As is currently the case employees are entitled to 17.5 percent of four weeks of their salary subject to a maximum payment and no payment is made in respect of service prior to cessation of employment except where an employee dies or retires on account of age or ill-health.

The Agreement does introduce changes to the arrangements for the payment of the annual salary loading allowance.

The 2008 salary loading allowance will be paid in accordance with existing arrangements but will be based on the salary rates set out in the Agreement. It is anticipated the allowance will be paid in September 2008. The Agreement has fixed the maximum payment for 2008 at \$935.00.

From 2009 the salary loading allowance will be calculated based on an employee's salary as at 1 December (rather than 30 June as is currently the case) with the payment being made in December each year based on accrued service at that date. The Agreement has fixed the maximum payment for 2009, 2010 and 2011 at \$961, \$987 and \$1,014 respectively in line with the salary increases over the same period. Further information regarding the arrangements for 2009 will be issued at a later date.

No action is required at the school level regarding the payment of the salary loading allowance.

COMMENCEMENT SALARY

The current method for determining a teacher's commencement salary remains unchanged. The commencement salary of a classroom teacher will continue to be the minimum salary (new subdivision G-1) plus one subdivision for each year of equivalent full time approved teaching experience or the current equivalent of the teacher's salary when last employed whichever is the higher.

However, the maximum commencement salary on employment is now subdivision E-3 (not E-4) except where the teacher was on subdivision E-4 on last employment in which case the

commencement salary will be E-4. Access to E-4 for those who commence on E-3 is through the performance and development process.

Principals should ensure that the salary of classroom teachers commencing employment on or after the date the Agreement commences (including rehires) is determined using the commencement salary calculator provided on HRWeb.

ADVERTISEMENT OF VACANCIES

Changes have been made to the Recruitment Online system to reflect the new classification structure and all new vacancies are to be advertised using the new structure. Positions can be advertised as follows:

- Principal** principal vacancies can be advertised at either classification level (i.e. Level 1, 2 or 3) or classification and range (i.e. Level 1 Range 1, Level 1 Range 2, Level 2 Range 3, Level 2 Range 4, Level 3 Range 5 or Level 3 Range 6).
- Assistant Principal** assistant principal vacancies can be advertised at either classification level (i.e. Level 1 or 2) or classification and range (i.e. Level 1 Range 1, Level 1 Range 2, Level 2 Range 3 or Level 2 Range 4).
- Leading Teacher** leading teacher vacancies no longer require the specification of a salary range with the merging of the existing two leading teacher salary ranges.
- Classroom Teacher** with the exception of the end date of fixed term vacancies (see below) there is no change to existing practice.

At this stage the paraprofessional classification structure is only available to be used to enable the employment of a person who is not teacher trained but has permission to teach from the Victorian Institute of Teaching in circumstances where a suitable qualified teacher is not available. This represents no change in the arrangements that currently apply to the instructor class. As a result paraprofessional positions cannot be advertised and employment in the paraprofessional class can only be offered where the principal is satisfied that, following advertisement of a teacher class vacancy, a suitable qualified teacher is unavailable.

Principals are to continue with arrangements that applied to the former instructor class.

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:

Duration of vacancy

When a teacher is employed for a fixed period of time to undertake a specific project for which funding has been made available for a specified period of time that vacancy is to be advertised for the duration of that funding.

Letter of offer

The Agreement requires that the Department implement proactive processes to ensure that fixed term vacancies satisfy the criteria set out in clause 20(2)(d) of the Agreement. As part of this requirement the Department has undertaken that offers of fixed term employment will specify the reason the position is fixed term. To give effect to this commitment the standard letter of offer for fixed term employment has been revised to specify the reason for the fixed term employment consistent with the Agreement.

The Agreement now provides the option of offering a teacher employed in response to an advertised fixed term vacancy one further period of fixed term employment, without advertisement of the position, provided the position continues to satisfy the fixed term criteria set out in clause 20(2)(d) of the Agreement. The further period of fixed term employment cannot be for a longer period than the period specified in the original advertised vacancy. The further period of employment is a new period of employment and not an extension of the first period employment. It is important that a new offer of employment for the further period of employment is made in writing.

Principals should ensure that the revised proformas are used when offering employment.

School vacations

As part of the Agreement process the Department has undertaken to vary the existing arrangements for teachers employed fixed term to ensure that the duration of the period of employment includes relevant school vacation periods.

To give effect to this commitment the end date of all fixed term teacher vacancies and the subsequent offers of employment will be as follows:

Employment for a complete school year

The end date of employment for a teacher employed on a fixed term basis for a complete school year (i.e. the first day of the school year to the last day of the school year) will be the day before the commencement of the next school year. This ensures that a teacher employed for a complete school year is paid during all school vacation periods.

Employment for less than a complete school year (other than term 4)

The end date of employment for a teacher employed on a fixed term basis for 1, 2 or 3 complete terms (other than term 4) will be the day before the commencement of the next school term (eg the employment of a teacher employed for terms 1 and 2 would conclude on the day before term 3 commences). This ensures that a teacher employed for one or more complete school terms is paid during the relevant school vacation periods.

Employment for less than a complete school year (concluding at the end of term 4)

The end date of employment for a teacher employed on a fixed term basis for less than a complete school year that concludes at the end of term 4 will be determined based on the number of complete school terms that period of employment spans. On this basis the end date of employment will be as follows:

- for a teacher employed for all of term 4 - one quarter of the Christmas school vacation period,
- for a teacher employed for all of terms 3 and 4 - one half of the Christmas school vacation period,
- for a teacher employed for all of terms 2, 3 and 4 - three quarters of the Christmas school vacation period,

This ensures that a teacher employed for one or more complete school terms concluding at the end of term 4 is paid during the appropriate component of the Christmas school vacation period.

Action will be taken centrally to extend the employment of teachers currently employed fixed term consistent with the arrangements set out above and principals will be advised in HRM Online when this has occurred.

Whilst the new arrangements will extend the period of employment, eligibility for payment during a school vacation period may be affected by absences from duty (eg personal leave without pay) in accordance with current policy.

The new arrangements do not alter the existing arrangements for a teacher who is employed for less than one complete term (ie the end date of the teacher's employment is extended by the amount of accrued recreation leave).

Principals should ensure that the duration of all new fixed term positions and offers of employment reflect the arrangements set out above.

Translation to ongoing employment

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

The Agreement now defines an "eligible teacher" as a fixed term teacher employed continuously for longer than 12 months:

- in response to a vacancy advertised for longer than 12 months,
- in response to vacancies advertised for 12 months or less resulting in two or more

fixed periods of employment; or

- in response to an advertised family leave vacancy in the second or subsequent year of that replacement.

Ongoing employment should be offered to any eligible teacher 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 teachers exceeds the number of available positions, a merit process should be used to identify the teacher(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.

Principals should identify those teachers who satisfy the eligibility requirements set out above and, where there is a suitable ongoing position available, offer those teachers ongoing employment.

Monitoring of fixed term

The Agreement requires the Department to implement proactive processes to ensure fixed term vacancies satisfy the fixed term criteria. To meet this requirement the Department will actively monitor fixed term vacancy trends and identify those schools that appear to have a larger number of fixed term vacancies than the school's circumstances would indicate.

Consistent with the commitment to the standard mode of employment being ongoing principals are asked to ensure that fixed term positions satisfy the fixed term criteria.

CAREER STRUCTURE CHANGES

Principal class

All offers of employment in principal class positions (appointment, transfer, promotion or contract renewal) made on or after 30 July 2008 will be consistent with the new arrangements.

Principals

As is currently the case, a principal may progress through the classification levels and range levels in accordance with the school's budget.

Principals appointed to Range 1, Range 3 or Range 5 cannot access Range 2, Range 4 or Range 6 as part of 'normal' remuneration progression. Policy relating to movement between ranges within a classification level, other than through annual growth in the school budget, is currently under development and will be the subject of separate advice.

Movement on budget grounds will continue to be processed centrally.

Assistant principals

Assistant principals appointed to Range 1 or Range 3 may access Range 2 or Range 4 respectively consistent with current arrangements –that is, a work value decision is taken by the principal. The higher ranges cannot be accessed as part of ‘normal’ remuneration progression.

Access to a higher classification (i.e. Level 2 or Level 3) is only available through advertisement of the position.

Contract renewal

A revised principal contract renewal process is under development. Until any new process is implemented normal contract renewal policy applies. The appointment levels following non renewal have changed. However, all principal class officers with a current contract who are not renewed will be appointed to the classification level specified in that contract.

Leading teachers

With former leading teachers at range 1 translated to the same level as former range 2 leading teachers there may be a need to review the work assigned to leading teachers to ensure that they are undertaking work consistent with the role and responsibility statement set out in Schedule 2 of the Agreement. This is a matter for decision at the school level using the consultative arrangements agreed at the school.

Using the school based consultation arrangements principals are to determine the roles and responsibilities of former leading teachers at range 1.

Tenure renewal

Normal tenure renewal policy applies. However where tenure is not renewed the leading teacher will be appointed as an expert teacher at subdivision E-4.

Leading teacher profile

The importance of the leading teacher classification in terms of the leadership required in schools to deliver the school improvement agenda is recognised. To ensure that sufficient leading teachers are available to meet the succession planning requirements of the Victorian Government school system it has been agreed that a state-wide leading teacher profile of 10% to 15% is desirable.

To this end the Department has undertaken to monitor leading teacher numbers on a state-wide basis. Where the state-wide profile of leading teachers falls below the desired level the Department will endeavour to identify the causes underlying the reduction in leading teacher numbers and develop strategies to increase the number of leading teacher positions. This may include intervening in schools where there has been a significant shift in the leading teacher profile after the date the agreement commences to operate.

Consistent with this undertaking principals are asked to have regard to their leading teacher profile when undertaking workforce planning.

Paraprofessionals

All former instructors have been translated to the paraprofessional classification. The paraprofessional class will initially only be used for the current instructor class. On this basis paraprofessional positions cannot be advertised and appointment will only be available where a suitable qualified teacher is unavailable. Principals are to continue with arrangements that applied to the former instructor class.

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 and the requirement to report to the Department continues.

The changes included in the Agreement that vary the existing consultation provisions are:

- the consultative structures agreed at the school must now include the operational procedures.
- in determining class sizes, staff or the union sub branch may provide the principal with alternatives and, following consultation, staff or the union sub branch may request that the principal provide reasons in circumstances where class sizes are determined in excess of the planning guidance set out in clause 23(3); and
- the identification of particular SRP documents that are to be provided to ensure information is available to staff to allow informed consultation to occur. The SRP documents identified in the agreement are: SRP Indicative Allocations, Management Report generated by the SRP Planner and SRP Confirmed Allocations;

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 1 September.

TEACHER WORK AND ATTENDANCE

The following matters relating to teacher work and attendance vary from the current Agreement and need to be considered in planning for 2009 using the school's consultative arrangements:

Allocation of organisational duties

Principals have the responsibility for the allocation of duties in the context of a teacher's total work and assign responsibilities appropriate to the salary range, qualifications, training and experience of the teacher. Clause 21(11) of the Agreement provides for an expression of interest and merit-based selection process. Once this process is concluded any organisational duty that remains unfilled can be allocated to any teacher provided the duty is consistent with the roles and responsibilities that can be required of that teacher.

Principals are asked to review arrangements for the allocation of organisational duties in 2009 consistent with the Agreement.

Graduates and mentors

The Agreement continues to recognise the particular needs of graduate teachers in their first year of teaching and provides that within the resources available to the school, the scheduled duties of a graduate teacher should be reduced by at least 5% over the school week. The Agreement also recognises that principals should ensure that a teacher required to be a mentor for a graduate has the capacity to undertake this role in the context of the total work required of that teacher.

Principals are asked to review arrangements for the allocation of work to graduates and mentors as part of their workforce planning for 2009.

Attendance at parent-teacher meetings

Where attendance at a parent-teacher report meeting results in a teacher's attendance in that week exceeding 38 hours, that teacher will be granted time-in-lieu for the hours in excess of 38. Time-in-lieu may be granted in that week or any other week of the school year and is to be granted at a time that causes least disruption to the educational program of that school.

Where time-in-lieu is not granted by 1 December in any year the Agreement provides for a teacher to take this time subject to three working days' notice. Where the number of teachers 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.

Principals are asked to ensure that time-in-lieu is granted in accordance with the above arrangements and does not result in the dismissal of students.

Transitional arrangements for 2008

To ensure the school's educational program is not disrupted in 2008 it has been agreed that the arrangements for teacher work and time-in-lieu for attendance at parent-teacher meetings in place at the school for 2008 continue for the remainder of the 2008 school year.

LEAVE IMPROVEMENTS

Parental absence

Parental absence is a new term introduced in the Agreement to encompass the various forms of leave available to an employee in conjunction with the birth or adoption of a child. It is a collective term to embrace all forms of parental leave (both paid and unpaid). The only changes are that paternity leave is replaced by the new partner leave and the inclusion of two weeks paid adoption leave for an employee who is granted custody of a child under the *Children, Youth and Families Act 2005* by the Children's Court or the Family Court.

No action is required at the school level.

Partner leave

Partner leave replaces paternity leave and enables all persons, regardless of gender, to access partner leave of up to 38 hours subject to providing evidence that he or she has accepted responsibility for the care of a child, to care for such child and / or mother of the child. The eligibility and conditions for accessing partner leave are the same as currently apply for paternity leave.

Action will be taken centrally to amend all paternity leave absences currently recorded on HRMS to Partner Leave and future absences are to be recorded on HRMS as Partner Leave.

No action is required at the school level regarding the change to partner leave.

Long service leave

Currently, long service leave is accrued in calendar months with long service leave usage based on calendar days. The calendar based method of accrual and usage creates a number of anomalies depending on usage patterns and potentially adversely affects employees with part time service.

To address these issues the Agreement changes the long service leave entitlement from a credit expressed in calendar months to a credit expressed in hours. Accrual of long service leave will continue to be based on the number of years of eligible service. An employee will now receive 495.6967 hours long service leave credit at the completion of ten years of full time eligible service. This is the same long service leave entitlement as three calendar months long service leave credit at the completion of ten years full time eligible service. Employees with part-time service accrue long service entitlements on a prorata basis. As is currently the case an employee has access to their long service leave entitlements on a prorata basis after seven years service.

The changes represent no change in the long service leave entitlement but will significantly simplify the accrual and use of long service leave entitlements.

The ability to commute a portion of long service leave credits to salary in conjunction with a long service leave absence of 228 hours (six weeks) or more continues to be available. The Agreement now provides the discretion to commute a portion of long service leave in special circumstances such as financial hardship, without the requirement to connect it to a long service leave absence.

Transitional arrangements

Pending the implementation of the HRMS upgrade, long service leave will continue to be managed according to existing arrangements with all employees being converted to the new hours methodology as part of the HRMS upgrade. Employees who separate in the meantime will be paid in lieu of long service leave based on the new hours methodology.

Further advice regarding the implementation of the revised long service leave arrangements will be issued at a later date.

No action is required at the school level regarding the implementation of the revised accrual method for long service leave.

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 *Victorian Government Schools Agreement 2008* principals may contact Schools HR Services on 1800 641 943.