

Victorian Government Schools Agreement 2022 Implementation Guide

A Guide for Principals

A Guide for Principals	2
Overview	3
Key Features	3
Translation and Salary Increases	4
Career Structure Changes	4
Principal class	4
Teacher class.....	5
Education support class.....	5
School Staffing	5
Student support funded positions.....	5
Declaration of excess.....	5
Probation.....	5
Translation to ongoing employment.....	5
Transfers and Promotions.....	6
Monitoring of fixed term employment.....	6
Casual employment	6
Common start date	6
Allowances	6
Consultation	7
School based consultation	7
Consultation at non-school locations	8
Principal Consultation	8
Consultation – MAJOR CHANGE	8
Teacher Work	8
Face to face teaching.....	8
30 plus 8 model.....	9
Teacher roles and responsibilities.....	9
Professional practice days	9
Class size.....	9
Education support class	9
Leave Purchase Allowance.....	9
Dimensions of work.....	10
Roles and Responsibilities – Nurses.....	10
Training.....	10
Laptops	10
Attendance	10
Teachers.....	10
Education support class.....	11
Lactation breaks.....	11
Leave Improvements	11
Student Resource Package	12
Further Assistance	12

Overview

Following approval by a majority of employees the Victorian Government Schools Agreement 2022 (the Agreement) will commence on 25 July 2022 and replaces the Victorian Government Schools Agreement 2017. The purpose of this guide is to provide advice regarding the changes arising from the Victorian Government Schools Agreement 2022.

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

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 2022* are:

- eight 1% salary increases over the nominal life of the Agreement, with the first salary increase payable with effect from the first pay period commencing on or after 1 January 2022 and the remaining salary increases occurring in six-month intervals thereafter (with effect from the first pay periods commencing on or after 1 July and 1 January as applicable);
- structural adjustments as provided for in the column of each table in schedule 1 titled '24/12/21' which are effective from the first pay period commencing on or after 24 December 2021;
- the introduction of a position allowance of 1% of the total salary to which the employee is normally entitled as at 1 December of the year in which the allowance is paid for assistant principals, teacher class, paraprofessional class, and education support class level 2, level 1 ranges 3 to 5 and subdivision 2-8 of level 1 range 2. The allowance is to be paid in the second pay period in December of each year, commencing in December 2022;
- the existing education support class classification structure will be changed to combine level 1 range 1 and range 2 to form a new range 2, providing additional increments for current level 1 range 1 employees, with the bottom two salary subdivisions of the existing range 1 used to form a new range 1 classification for trainees only, and the introduction of new salary subdivisions at the top of education support class level 1 range 3 and range 5;
- adjustment of salary structures for the principal class and teacher class to ensure a minimum five per cent increase on promotion from:
 - assistant principal to a principal role;
 - leading teacher/learning specialist to assistant principal; and
 - classroom teacher to leading teacher/learning specialist.
- principal class remuneration to convert to salary (rather than a total remuneration package) for all principal class employees who are members of an accumulation superannuation scheme. Principal class employees who are members of a defined benefit superannuation scheme will continue to have remuneration specified as a total remuneration package as calculated in clause 15(6)(d) of the Agreement;
- provision for severance payments for education support class employees whose positions are linked to student support funding (or any successor program such as Disability Inclusion funding) where their employment is terminated in the first seven years of employment;
- adjustment of the principal classification remuneration budget parameters by 2 per cent per annum;
- provision for reduction of maximum face-to-face teaching hours allocated to teachers as provided for in the deed of agreement;
- provision for Professional Practice Days for teachers;
- enhanced time in lieu provisions for teachers and education support class employees;
- an amendment to the leave purchase allowance clause to provide that where an employee is in receipt of a leave purchase allowance on an ongoing basis the allowance will be treated as salary in addition to the salary specified in schedule 1;
- enhancements to school-based consultation provisions, and provision for a separate process relating to major workplace change or changes to regular rosters and ordinary hours of work;
- enhanced principal consultation provisions with clearer reference to consultation relating to a change which may impact the workload required of principals;
- updates to the education support class dimensions of work schedule as applicable to the revised classification structure, including changes to student supervision arrangements, qualification requirements and management responsibilities;

- the introduction of a schedule for nurses setting out the roles and responsibilities that can be required of an enrolled (education support class level 1, range 2) and registered nurse (education support class level 1, ranges 3, 4 and 5).

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 to the new structure will occur on 25 August 2022. All employees employed on 25 July 2022 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 January 2022 (the commencement of the first pay period on or after 1 January 2022) 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 25 August 2022
- review the remuneration range of each principal position in light of the revised principal classification budget parameters 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 25 August 2022
- convert principal class employees who are members of an accumulation superannuation scheme from total remuneration package to salary. It is expected to occur around 8 September 2022
- translate principal class employees to the new salary structure set out in clause 1.1 of Schedule 1 of the agreement, backdated to 2 January 2022 (the commencement of the first pay period on or after 24 December 2021)
- adjust higher duties allowances consistent with the new salary rates backdated to 2 January 2022 (the commencement of the first pay period on or after 1 January 2022) or the date of commencement of the current period of higher duties whichever is the later
- 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)(a) of the Agreement. Any arrears will be payable from 2 January 2022 (the commencement of the first pay period on or after 24 December 2021) and anticipated to be paid on 25 August 2022
- backdate salary progression for eligible employees with effect from 1 May 2022 and anticipated to be paid on 25 August 2022
- increase the first aid allowance, special school allowance and intensive care allowance of eligible employees as set out in the Agreement. The allowance increases will be backdated to 2 January 2022 (the commencement of the first pay period on or after 1 January 2022) 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 25 August 2022

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

Career Structure Changes

PRINCIPAL CLASS

The principal classification structure will continue to comprise a single classification level with five salary ranges (range 2 - range 6) with the minimum salary range for each position determined by the school budget in accordance with clause 15(1)(b) of the Agreement.

The principal classification budget parameters have been adjusted by 2 per cent per annum.

The assistant principal classification will continue to comprise a single classification level with four salary ranges (range 1 – range 4) with the minimum salary range for each position determined by the principal, having regard to the nature of the duties to be performed and the funding available in the school.

Structural adjustments have been made to the principal class salary structures to ensure a minimum five per cent increase on promotion from:

- assistant principal to a principal role; and
- leading teacher/learning specialist to assistant principal.

TEACHER CLASS

Structural adjustments have been made to the leading teacher salary structures (see schedule 1 of the Agreement, in the column titled '24/12/21') to ensure a minimum five per cent increase on promotion from classroom teacher to leading teacher/learning specialist.

EDUCATION SUPPORT CLASS

The existing education support class classification structure has been changed to combine level 1 range 1 and range 2 to form a new range 2, providing additional increments for current level 1 range 1 employees, with the bottom two salary subdivisions of the existing range 1 used to form a new range 1 classification. The new range 1 classification will be used as a training range. There are also new salary subdivisions at the top of education support class level 1 range 3 and range 5.

There is no action required at the school level in respect of the above changes. Principals are asked to note the changes to the education support class structure when advertising positions at the former range 1 dimensions of work.

School Staffing

STUDENT SUPPORT FUNDED POSITIONS

All education support class vacancies linked to Student Support Funding (or any successor program such as Disability Inclusion funding) must continue to 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.

In addition to the above, an employee whose employment is terminated under these provisions will be paid a severance payment as set out in clause 21(2)(a)(v) of the agreement.

Schools will need to provide the Department with the employee, name, date of termination and written evidence of notice of termination in order for these terminations to be processed.

DECLARATION OF EXCESS

Employees may only be identified as excess to workplace requirements in Term 1 or Term 4, except in exceptional circumstances. Exceptional circumstances will be determined only by the Department in consultation with the AEU.

The Department will take action to update the management of excess guide to include this new provision. Principals are asked to consider this when undertaking their long term planning for the following school year.

PROBATION

Shorter probation periods (up to six months for a teacher or three months for education support class employees) for employees with 12 months' prior service in the preceding 24 months, including in a fixed term position, will apply.

The Department will take action to update the probation policy to include this new provision. Principals are asked to ensure the correct probation period is included in any ongoing offer of employment.

TRANSLATION TO ONGOING EMPLOYMENT

The annual translation to ongoing process will continue on 1 April each year, for eligible fixed term employees, in implementation of clauses 21(2)(f) and (g) of the Victorian Government Schools Agreement 2022. The process will continue to identify eligible employees and notify principals to provide an opportunity for principals to advise that translation should not occur as the position remains fixed term consistent with clause 21(2)(d). In the absence of a valid reason, the eligible employee will be translated to ongoing. All eligible employees will be notified of the outcome. In addition, the process will ensure that eligible family leave replacement fixed term employees will be considered for translation to suitable ongoing vacancies at the school.

TRANSFERS AND PROMOTIONS

The Department has committed to the following changes to the Recruitment in Schools guide in respect to transfers and promotions:

- make permanent transfer/translation to ongoing automatic at 3 years for special education settings, subject to the principal providing 12 weeks' notice if that will not occur (including reasons);
- in respect of temporary transfers; to update the policy to include:

Where an ongoing employee is the successful applicant for an advertised fixed term position at another school the timing of release will be negotiated between the two principals. Where there is no agreement on the timing the following arrangements will apply:

- *Where the release is required in the same year the principal of the base school may refuse to release the employee where the principal is unable to replace the employee prior to release*
- *Release at the commencement of the following year*
- *Where an ongoing employee's temporary transfer is to be extended (either by appointment to an advertised vacancy or otherwise) the principal of the school must notify the base school principal by 1 November that the transfer is to extend. If this does not occur the employee will return to the base school unless otherwise agreed between the two principals*

The Department will take action to update the Recruitment in Schools guide with the above. Principals are asked to note those changes when they are made.

MONITORING OF FIXED TERM EMPLOYMENT

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 continue 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
- the number of teachers in leading teacher and learning specialist positions engaged substantively and on higher duties.

CASUAL EMPLOYMENT

A minimum three-hour payment has been introduced for each engagement of casual education support class employees. Consideration will also be given to conversion to fixed term employment if casual employment likely to exceed 30 working days.

Principals should ensure the persons employed as casual education support class are engaged for no less than three hours per engagement. Principals are also encouraged to review the engagement of existing casual education support class. Where casual employment is likely to exceed 30 working days, Principals should consider fixed-term employment rather than casual employment.

COMMON START DATE

The date Education Support Class employees return to duty will be aligned with the commencement of the school year, so that all employees have a common start date other than in circumstances covered by clause 24(5)(a)(ii) of the agreement.

The Department will develop a ready reckoner for fixed term Education Support Class vacancies and will communicate the common start date to schools through the usual annual process.

Allowances

The Agreement provides for the following new allowances, and increases and amendments to existing allowances:

- a new position allowance of one percent of the total salary to which the employee is normally entitled as at 1 December of the year in which the allowance is paid for assistant principals, teacher class, paraprofessional

class, and education support class level 2, level 1 ranges 3 to 5 and subdivision 2-8 of level 1 range 2. The allowance will be paid in the second pay period in December of each year, commencing in December 2022

- the minimum annual amount for a special payment is increased to \$925.00. 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 allowance and intensive care allowance for eligible employees are increased consistent with the salary increases.
- the re-establishment allowance is increased to \$541 for an employee without dependants and \$1083 for an employee with dependants and the maximum insurance coverage for removal of household and personal belongings is increased to \$55,000

Three allowances which are currently payable under Ministerial Order are now included in the agreement as below:

- a remote allowance at two levels (Remote A and Remote B), with a higher allowance available for employees with dependants;
- a higher duties allowance for employees performing at least half of the duties of a position for which the salary is higher than applicable to the employee's current position, for more than five consecutive working days, in the circumstances specified in clause 20(11) of the Agreement;
- a special schools allowance of \$727 per annum payable to assistant principals, teachers and education support class employees in special schools

The Department has also committed to the AEU that a 'student teacher supervision' allowance will be paid to teachers via Ministerial Order. Further information regarding implementation of the new arrangements will be provided once these arrangements are finalised.

No action is required at the school level in relation to the increases to the above allowances. Principals should ensure that any special payments paid on or after 25 July 2022 are not less than \$925.00 per annum and should review existing first aid and intensive care allowances paid to employees to ensure those employees continue to be eligible for payment of the allowances under the terms of the new agreement.

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 by 1 September
- 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 by 1 September each year continues.

The changes to the existing consultation provisions are:

- an additional requirement to consider workload impact of long term planning decisions;
- additional requirements added to the minimum agreed consultative arrangements under clause 12(4)(a)(iii), including a minimum time release (30 hours), commencing Term 4, 2022 for the following twelve months, for one union nominee at the school to enable consultation with the union sub branch;
- additional provisions added to the operation of a consultative committee established under the default arrangements (clause 12(4)(d)) where arrangements cannot be agreed;
- revised definitions of 'long-term planning' (including recognition of the work performed by Aboriginal and/or Torres Strait Islander employees associated with a cultural responsibility) and 'workforce plan', and reference to 'timetabled' instead of 'rostered' in the definition of 'face-to-face teaching'

Existing consultative arrangements will continue to apply until such time as the consultative arrangements for Term 4 are determined. Principals are requested to review their school's consultative arrangements to enable agreed arrangements consistent with the Agreement to be implemented from the commencement of Term 4.

CONSULTATION AT NON-SCHOOL LOCATIONS

To ensure teaching service employees in regional workplaces have the choice and opportunity to be involved in the consultative process the Agreement continues regional consultation obligations. 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. Clarification has been provided that relevant provisions of the school-based consultation clause apply to consultation at non-school work locations, with references to the 'principal' to be read as 'regional director' and references to 'school' to be read as 'regional work location'.

Existing consultative arrangements will continue to apply until such time as the consultative arrangements for Term 4 are determined. Regional Directors are requested 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.

The Agreement introduces a requirement for consultation with principals and their union(s) about a change which may impact the workload required of principals. The employer will provide the relevant employees and their union(s) with information, in writing, about the nature of the change and the expected effects of the change on the employees and their workload and give consideration to matters raised by principals and their union(s) prior to the decision to implement any change.

No action is required at the school level.

CONSULTATION – MAJOR CHANGE

A new clause 29 has been introduced into the Agreement which provides for consultation for all employees in relation to major workplace change and changes to regular rosters and ordinary hours of work. The obligations under this clause will be managed by the Department.

No action is required at the school level.

Teacher Work

FACE TO FACE TEACHING

Over the life of the agreement, the maximum face to face teaching required of teachers will be reduced by one and a half hours. A one-hour reduction will occur in 2023 and an additional half hour reduction will occur in 2024. These reductions are implemented via deed.

The Department and the Australian Education Union have entered into a deed that provides for following maximum face-to-face teaching hours that can be required of a teacher:

For the 2023 school year:

- 19 hours per week for a secondary school teacher or 17 hours 40 minutes per week if a teacher supervises sporting activities of students on a structured basis for a period of two hours per week;
- 21.5 hours per week for a primary school teacher or a special school teacher; or
- the pro-rata of the above maximum face-to-face teaching hours for teachers in a P-12 school having regard to the proportion of teaching performed in years P-6 and 7-12 respectively

For the 2024 school year and beyond:

- 18.5 hours per week for a secondary school teacher or 17 hours 10 minutes per week if a teacher supervises sporting activities of students on a structured basis for a period of two hours per week;
- 21.0 hours per week for a primary school teacher or a special school teacher; or
- the pro-rata of the above maximum face-to-face teaching hours for teachers in a P-12 school having regard to the proportion of teaching performed in years P-6 and 7-12 respectively

From 2023, time release for organisational duties will be applied to the applicable reduced maximum face-to-face teaching hours as provided for in the deed.

The deed also makes proportionate adjustments to the default workload index for secondary school teachers and the default formula used to calculate extras.

30 PLUS 8 MODEL

The agreement continues and clarifies the 30 plus 8 model for the allocation of teacher work where a teacher is allocated face-to-face teaching hours at the applicable maximum, into the component parts of:

- 30 hours per week available (i.e. face to face teaching time, the time between the face to face teaching and the instructional week and the time between the instructional week and thirty hours) to undertake the work directly related to teaching and learning (such as face to face teaching, planning, preparation, collaboration and assessment) with the duties undertaken within that time determined by the teacher; and
- eight hours per week available for lunch and other activities (such as yard duty, meetings and other duties)

Both the 30 hours and the eight hours referred to above will be adjusted according to the proportion of face-to-face teaching in accordance with the formula set out in clause 22(8)(b).

TEACHER ROLES AND RESPONSIBILITIES

Updates have been made to the classroom teacher roles and responsibilities schedule, including to acknowledge that, in general, the duties required of a classroom teacher should be at least incidental to a teacher's professional duties and responsibilities.

The [Management of Teacher Work Guide](#) has been updated to provide guidance in relation to the above changes. Principals are asked to note these changes in the context of their workforce and long term planning and ensure the allocation of teacher work is consistent with the Agreement and deed provisions.

PROFESSIONAL PRACTICE DAYS

The Agreement provides for three Professional Practice Days in 2022, two Professional Practice Days in 2023 and one Professional Practice Day in 2024 and subsequent school years. The Professional Practice Days are in addition to existing pupil free days and planning time, pro rata for part-time teachers and can be rescheduled by agreement.

On professional practice days teachers are 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.

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.

Principals should ensure that the professional practice day entitlement for teachers for 2022 and ongoing is facilitated.

CLASS SIZE

The agreement maintains the current class size provisions and continues to provide that the school consultation arrangements will be used in determining the class sizes in each school. The agreement additionally now provides that special schools should plan for the minimum class sizes possible given available resources, the needs of the students, and the total teaching program.

Principals of special schools should note this change for their long term planning purposes.

Education support class

There are specific changes that relate to the education support class only as set out below:

LEAVE PURCHASE ALLOWANCE

The leave purchase allowance clause has been amended to provide that where an employee is in receipt of a leave purchase allowance on an ongoing basis the allowance will be treated as salary in addition to the salary specified in schedule 1.

The Department will take action centrally to reflect treatment of the leave purchase allowance as salary in addition to the salary specified in schedule 1.

DIMENSIONS OF WORK

The education support class dimensions of work schedule has been updated. In particular there are changes to student supervision arrangements, qualification requirements and management responsibilities.

Principals are requested to review the updated dimensions of work and ensure that position descriptions and the work assigned to education support class employees is appropriate for their classification and range.

ROLES AND RESPONSIBILITIES – NURSES

A schedule has been introduced for nurses setting out the roles and responsibilities that can be required of an enrolled (education support class level 1, range 2) and registered nurse (education support class level 1, ranges 3, 4 and 5).

The Department will take action to ensure managers of the school nursing program are aware of these changes. Principals are asked to note the changes in respect of any nurse employed directly by a school.

TRAINING

Training is to be provided for education support class employees, where required, to work with a student with a medical condition requiring medical intervention or with challenging and complex behaviours.

Principals should ensure any employee in a position requiring medical intervention or working with challenging and complex behaviours, is provided with the appropriate training. The training will occur prior to the student commencing at the school or prior to commencing work with the student.

LAPTOPS

Laptops will be provided to Education Support Class employees, consistent with the teacher notebook program guidelines. The timing of distribution of laptops will be in accordance with available supply.

The Department will take action to develop policy and guidelines for this program and arrange the distribution of laptops according to availability.

Attendance

Existing attendance arrangements continue with the following amendments:

TEACHERS

The agreement introduces further clarification on the eligibility for, and accrual, recording, and use of, time in lieu in circumstances where attendance is required at structured school activities outside the normal hours of attendance (such as parent teacher meetings, camps, excursions, concerts, parent information sessions or after-hours sport), including that:

- The provision of time in lieu for structured school activities outside normal hours of attendance, with the exception of camps, is to be in operation from the commencement of the Agreement
- From 1 January 2023 (when time in lieu arrangements for school camps commences under the Agreement), attendance at school camps will be calculated on the basis of 100% time in lieu of the time the teacher is performing duties and 50% for the time the teacher is on call and available to perform duties;
- time in lieu to be taken in the fortnight in which it is accrued or, if that is not possible, before the end of the school year in which it was accrued;
- as an alternative to time in lieu, the principal and the teacher may agree to payment for time in lieu owed at the teacher's normal rate of pay; and
- unless otherwise agreed between the principal and the teacher, if time in lieu is not used by 1 March of the following school year, the teacher will be granted the time owed commencing immediately or will receive pay for the time owed at 150% of the employee's normal rate of pay.

EduPay functionality is currently being developed to enable teachers to submit an application for accrued Time in Lieu to be credited in eduPay. Subject to the application being approved by the principal, eduPay will maintain a record of each teacher's accrued Time in Lieu.

The Draft Advice on the implementation of Time in Lieu for teachers that was provided to principals at the end of Term 2 is now incorporated into the [Management of Teacher Work Guide](#). Separate guidance on the implementation of Time in Lieu for teachers at school camps is currently being developed and will be made available to schools during Term 3.

EDUCATION SUPPORT CLASS

The Agreement clarifies some education support class attendance arrangements including:

- extension of the span of hours to 7am-6pm, Monday to Friday
- provision of a default arrangement of ordinary hours where an alternative arrangement has not been agreed;
- provision for an education support class employee to be provided with an alternative break free from assigned duties within five hours of the commencement of work where they were required to undertake duties during their assigned lunch break;
- further clarification on the accrual and use of, or alternative payment for, time in lieu, including that:
 - where the employer and the employee agree to payment as an alternative to time in lieu, it will be paid at:
 - the employee's normal rate of pay where the time in lieu was for work performed within the span of ordinary hours
 - 150% of the employee's normal rate of pay where the time in lieu was for work performed outside the span of ordinary hours
 - for attendance at a school camp, time in lieu will be calculated at 100% for time performing duties and 50% for the time the employee is on call and available to perform duties; and
 - unless otherwise agreed between the principal and the employee, if time in lieu has not been granted to the employee by 1 March of the following school year, the employee may elect to take the time owed commencing immediately or receive pay for the time owed at 150% of the employee's normal rate of pay.

Principals are asked to review existing attendance arrangements to ensure they are consistent with the Agreement noting that Time in lieu arrangements for ES employees arising out of attendance at a school camp will take effect immediately.

LACTATION BREAKS

The agreement provides entitlements and arrangements for reasonable paid lactation breaks (up to one hour per day) in addition to the lunch break.

The Department is developing comprehensive policy advice on lactation breaks, including guidance on suitable facilities to be provided where practicable. In the interim, principals are asked to ensure any request for lactation breaks is considered in accordance with the provisions of the agreement.

Leave Improvements

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

- Parental absence:
 - with effect from 26 April 2022, the maternity leave period is increased to sixteen weeks
 - with effect from 26 April 2022, superannuation contributions are to be made in respect to parental absences for which they are the primary caregiver (capped at 52 weeks). Payments are, to be made at the conclusion of the 52-week period (provided the employee continues to be employed at that time), or during the 12-month period if operationally more efficient
 - partner leave is increased to 20 days' (in respect of a full-time employee) paid leave
 - other paid parental leave is increased to sixteen weeks and eligibility for this leave is clarified
 - two days' paid leave on five occasions per child for short term foster or kinship care is provided
 - paid leave to attend medical appointments associated with pregnancy of up to 38 hours without deduction of personal leave credits is provided and spousal entitlement increased to 15.2 hours

- concurrent leave of eight weeks is confirmed to apply to eligible employees under the National Employment Standards; and
- it is confirmed that parental absences can commence up to six weeks prior to birth or adoption as provided for under the National Employment Standards
- Personal leave
 - continuous accrual of personal leave (sick/carer's) has been introduced
 - a more inclusive definition of 'immediate family' will apply; and
 - there has been an increase to the casual employee entitlement to not be available to attend work, or to leave work, upon the death of an immediate family / household member or to provide care to an immediate family / household member in specified circumstances to three days per occasion
- Cultural and ceremonial leave
 - Additional paid cultural and ceremonial leave for Aboriginal and/or Torres Strait Islander employees is provided in specified circumstances.
- Infectious diseases leave
 - existing clauses have been updated to reflect the recent COVID experience, including providing an entitlement to up to six months' leave with pay (without deduction of personal leave credits) for employees who contract any infectious disease (per government definitions) during the course of their duties, and a provision for access to a personal leave credit of not less than 15 days on resumption of duty.
- Grandparent leave
 - up to 52 weeks' continuous unpaid grandparent leave is provided for care and assistance to the parent or the grandchild.
- Annual leave
 - The four week annual leave model for principal and teacher class employees will be formalised, with accruals being available on eduPay from a date determined in consultation with the relevant union(s).
- Long service leave
 - The notice requirements for long service leave (LSL) will be amended to require that the notice period for LSL applications is reasonable having regard to the duration of the LSL absence. Unless otherwise agreed with the school, the requirement to provide a minimum of two terms of notice for long service leave requests of greater than six weeks will remain.

The Department is updating the policies and guidance which relate to the above, and making appropriate changes to the eduPay system. In the interim, principals should contact the Policy and Workplace Relations Branch (see below) for advice regarding issues related to the above entitlements.

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 2022* principals may contact the Policy and Workplace Relations Branch on 7022 0013 or email to workplace.relations@education.vic.gov.au.