



Help for non-English speakers - If you need help to understand the information in this policy, please contact Administration at Ph. 8766 4000

PURPOSE:

The Victorian Government Schools Agreement (VGSA) 2022 provides that a Principal can require staff to attend a school activity or undertake work outside the normal hours of attendance where the attendance is unavoidable and reasonable notice is provided. The Agreement provides for the accrual and acquittal of Time in Lieu where staff are required to undertake work in addition to normal hours of attendance

Time in Lieu will be accrued and acquitted in line with clauses 24 (8) and 24 (9) of the VGSA 2022.

Time-in-Lieu – teachers

For the purposes of this clause “school activity” means a structured activity organised by the school such as a parent teacher meeting, camp, excursion, concert, parent information session or after-hours sport.

(8) (a) (i) Subject to clause 24(11) the Employer may require a teacher to attend a school activity outside the normal attendance of the teacher where such attendance is unavoidable and reasonable notice is provided. A teacher may request not to attend the school activity outside the normal attendance of the teacher where this will unreasonably affect the teacher’s personal or family commitments. The Employer may only refuse the request on reasonable grounds. All work required in excess of 38 hours per week for a full-time teacher (or on a pro-rata basis for a part time teacher) must be documented by the Employer.

(ii) Where duty required under subclause (8)(a) results in a teacher’s attendance in that week exceeding 38 hours for a full-time teacher or on a pro-rata basis for a part time teacher that teacher will be granted time-in-lieu for the hours in excess of 38 hours for a full-time teacher or the pro-rata hours of a part time teacher.

(iii) In respect of a teacher’s attendance at a school camp, the time-in-lieu will be calculated on the basis of 100% time in lieu for the time the teacher is performing duties, and 50% during the time the teacher is on call and available to perform duties.

(b) Time-in-lieu of attendance accrued under subclause (8)(a) should be granted in the fortnight in which it is accrued. Where this is not possible, it may be granted at any other time prior to the end of the school year in which it is accrued. Time in lieu is to be granted at a time that causes least disruption to the educational program of the school.

(c) Where a teacher has not been granted time-in-lieu that has accrued under subclause (8)(a)(ii) by 1 December in the year it was accrued, that teacher may vary their attendance time on any school day prior to the end of that school year equivalent to the time owed, provided that:

(i) Variation of a teacher’s attendance under subclause (8)(b) is subject to the teacher providing the principal, as the Employer’s representative, with not less than three working days’ notice; and

(ii) 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, as the Employer’s representative, is responsible for determining the timing of the absences to avoid the

dismissal of students.

- (d) As an alternative to time in lieu, the principal, as the Employer's representative and the teacher may agree to payment for time in lieu owed at the teacher's normal rate of pay.
- (e) Unless otherwise agreed between the principal, as the Employer's representative, and the teacher, where accrued time in lieu has not been granted to a teacher by 1 March of the following school year, the principal, as the Employer's representative must:
 - (i) grant time-in-lieu equivalent to the time owed, commencing immediately; or
 - (ii) pay the employee for the time owed at 150% of the employee's normal rate of pay.
- (f) The provisions of this clause takes effect from the commencement of this agreement with the exception of the time in lieu arrangements for school camps which will commence from 1 January 2023.

Time in lieu – Education support class

- (9) (a) Subject to clause 24(11) the Employer may require an education support class employee to undertake work in excess of 38 hours per week where such work is unavoidable and reasonable notice is provided. All work required in excess of 38 hours of work per week for a full-time employee (or on a pro-rata basis for a part time employee) must be documented by the Employer.
 - (b) An education support class employee who is directed to work under subclause (a) may request not to do so where this would unreasonably affect personal or family commitments and the Employer may only refuse the request on reasonable grounds.
 - (c) (i) An education support class employee is entitled to time off in lieu for work required under subclause (a).
 - (ii) The Employer will grant time in lieu equivalent to the hours of work in excess of 38 hours per week for a full time employee (or on a pro-rata basis for a part time employee) documented under subclause (a).
 - (iii) The timing of the time in lieu is at the discretion of the Employer having regard to the operational needs of the school and the wishes of the education support class employee.
 - (iv) As an alternative to time in lieu, the Employer and the education support class employee may agree to payment for time in lieu owed as follows:
 - at the education support class employee's normal rate of pay where the time in lieu was for work performed within the span of hours specified in subclause (5)(a)(i); or
 - at 150% of the education support class employee's normal rate of pay where the time in lieu was for work performed outside the span of hours specified in subclause (5)(a)(i).
 - (v) In respect of an education support class employee's attendance at a school camp the time-in-lieu will be calculated on the basis of 100% time in lieu for the time the education support class employee is performing duties and 50% during the time the education support class employee is on call and available to perform duties.
- (d) Unless otherwise agreed between the principal, as the Employer's representative, and the education support class employee, where accrued time in lieu has not been granted to an education support class employee by 1 March of the following year the employee may elect to:
 - (i) take time off equivalent to the time owed, commencing immediately; or
 - (ii) receive payment at 150% of the employee's normal rate of pay.

IMPLEMENTATION:

- All activities involving more than one staff member that accrue TIL will be identified and discussed in advance through the Consultative Committee.
- The Principal is responsible for the approval of Time in Lieu (TIL). All TIL must be pre-approved.
- At Barton Primary School the types of events that may accrue TIL include but are not limited to;
 - Camps
 - Excursions outside normal school hours
 - Open/Information evenings
 - End of year concert

APPROVAL PROCESS:

- In the case of camps, excursions, events; the staff member organising the event will provide the Principal through the Consultative committee with a plan including details of the event, number of staff required, specific staff required and event times. The committee will discuss who is required at each event and consult on the possible acquittal.
- All other individual requests for TIL (e.g. ES staff required to work outside normal arrangements) are to be submitted to the Principal for pre approval (via email cc. Business Managers) prior to the event.
- If TIL is approved, the individual staff members granted TIL are required to enter the TIL on eduPay immediately after the TIL is accrued.
- The Principal will then approve the TIL in eduPay

ACQUITTAL PROCESS:

- Time in Lieu is to be acquitted at a time that is least disruptive to the educational program, and at a time that is mutually agreed upon by the teacher/employee and principal. The principal will make the final decision about how Time in Lieu is acquitted.
- Barton Primary will use school consultative arrangements to plan for TIL acquittal, this may include extension of the time period to acquit TIL by mutual agreement between staff member and Principal. There are four options available to schools for the acquittal of Time in Lieu:
 - Option 1: Acquittal at a time that does not require replacement of the teacher by engagement of a Casual Relief Teacher
 - Option 2: Acquittal with the engagement of a Casual Relief Teacher to enable the release of the teacher when replacement is required
 - Option 3: Payment for Time in Lieu at the normal rate of pay where agreed by the principal and employee. (please note that prior to submitting a payout request, the employee and Principal should try to come to agreement on a plan to acquit the TIL by taking the time off. Only if this is not successful should a request be submitted to pay out the TIL.)
 - Option 4: Any combination of the above
- Staff members will request taking of TIL after consultation with the Principal and by entering it in eduPay.
- Instructions and timelines regarding the eduPay process will be communicated with all staff prior to the event.
- DET has adopted a “self-service” approach when it comes to eduPay, therefore it is the responsibility of the employee to ensure that the appropriate actions are taken to claim entitlements

COMMUNICATION

This policy will be communicated to our school community in the following ways:

- Available publicly on our school's website
- Included in staff induction processes
- Included in staff handbook/manual
- Hard copy available from school administration upon request

POLICY REVIEW AND APPROVAL

Policy last reviewed	07/06/2023
Approved by	Principal
Next scheduled review date	07/06/2024

