

Know Your Agreement

The 30 + 8 teacher workload model

Clause 59.2

Teacher workload under the proposed Victorian Catholic Agreement

Under the proposed Agreement, normal attendance time for full-time teachers is 35 hours per week (seven hours per day, commencing at least 10 minutes before the start of the school day), plus up to 3 additional hours as directed by the employer.

- 30 hours per week consist of scheduled teaching and teacher-directed 'class focus' time.
- 8 hours per week can be directed by the employer for other tasks. This includes a 30-minute daily paid lunch break, leaving 5.5 hours per week for directed meetings, duties, classroom or eating supervision, professional development and compliance and other tasks.
 - Up to two of the additional three hours may be allocated to meetings adjacent to the seven hours of attendance (these meetings should not exceed one hour, unless otherwise agreed by the Consultative Committee).
 - The third hour can consist of other directed tasks outside the seven-hour attendance time, including supervision duties, collaboration, compliance and professional development, or attendance at school events adjacent to the seven hours of attendance.

Teachers have the right to on occasion leave the workplace when they do not have scheduled duties.

What falls into the eight hours of employer-directed time?

Teachers can be directed by their employer to perform up to eight hours of non-classroom duties each week. Five of these fall within the seven-hour day, and three are adjacent to it. These hours consist of:

- teacher lunchbreaks free from assigned duties (5 x 30 minutes per week)
- meetings (capped at 2 hours outside the seven-hour attendance time)
- student supervision (such as yard duty, bus duty, detention, assemblies, before and after school, and supervised eating)
- directed collaboration
- whole-school curriculum development
- implementation of government education initiatives employer-directed compliance and professional development required school events and activities within the school day (outside of attendance at school Mass)

Can the additional three hours adjacent to attendance time be done at home?

Absolutely, if agreement is reached between employer and employee. There may be capacity for teachers to join meetings online, or for some types of directed PD or compliance work to be performed from home. This could particularly suit part-time staff not at the workplace (keeping in mind though that part-time staff can only be required to undertake a pro-rata portion of these three hours).

Does it have to be 3 x 8-hour days and 2 x 7-hour days?

Attendance time provisions in the Agreement are based on a 38-hour week for a full-time teacher. Schools have the flexibility to (through the Consultative Committee) make local arrangements on how this is implemented. For example, it could be agreed that the week could consist of two 8-hour days (with meetings) and three days of 7 hours and 20 minutes.

Does the 38-hour week mean we lose the right to leave the workplace during the school day?

No, this right to on occasion leave the workplace has been retained. Clause 59.1 of the Agreement states:

Teachers' work includes the work undertaken to meet their professional responsibilities. This work may be performed in other locations including, for example, the Employee's home.

Teachers may absent themselves from the attendance requirements ... when they are not required to participate in scheduled duties.

Are formalised collaboration meetings in the teacher's time?

If a teacher is directed to collaborate in a particular way at a particular time, then this is considered employer-directed time. However, it remains a professional expectation for teachers to collaborate, and they will be required to collaborate within the 30 of hours of their planning and preparation component of the 30 plus 8 model. For example, a team meeting which teachers are required to attend must come out of employer directed time whereas collaboration initiated by teachers amongst themselves can be part of the 30 hours.

30 + 8 Example – Catholic Primary school

Primary

- School day runs from 8.50 – 3.30
- Seven-hour 'attendance time' for teachers: 8.40 – 3.40

Scheduled Class Time:

21.5 hours per week (2023), 21 hours per week (2024)

- *This includes all scheduled classes, scheduled assemblies, sport / activities scheduled during class time.*

Class Focus Time:

8.5 hours per week (2023), 9 hours per week (2024)

- *This time is for work related to the learning and teaching program. Teachers have the professional autonomy to determine the work they conduct during this time, and they cannot be directed. This time must be in usable blocks – short breaks between other duties should not be considered Class Focus Time.*

Employer-directed time during attendance time (up to 5 hours per week):

- Half-hour lunchbreaks x 5 = 2 hours 30 minutes
- Classroom supervision: 8.40-8.50 = 50 minutes
- Supervised eating: 8 minutes per day = 40 minutes
- Yard duties: 3 x 20 mins = 1 hour

= 5 hours

Employer directed time outside of attendance time (up to 3 hours per week):

- 1-hour all-staff meeting: 1 hour
- 1-hour team meeting: 1 hour
- Gate/bus duty before or after attendance time x 1: 10 mins
- Professional development / compliance (40 mins every second week): 20 mins
- PSGs: 30 mins

= 3 hours

30 + 8 Example – Catholic Secondary school

Secondary

- School day runs from 8.50 – 3.15
- Seven-hour 'attendance time' for teachers: 8.35 – 3.35

Scheduled Class Time:

19 hours per week (2023), 18.5 hours per week (2024)

- This includes all scheduled classes, homeroom, scheduled assemblies, sport / activities scheduled during class time.

Class Focus Time:

11 hours per week (2023), 11.5 hours per week (2024)

- This time is for work related to the learning and teaching program. Teachers have the professional autonomy to determine the work they conduct during this time, and they cannot be directed, except to take extras (up to 10 hours in 2023, 5 in 2024, eliminated in following years). This time must be in usable blocks – short breaks between other duties should not be considered Class Focus Time.

Employer-directed time during attendance time (up to 5 hours per week):

- Half-hour lunchbreaks x 5 = 2 hours 30 minutes
- Yard duties: 3 x 25 mins = 1 hour 15 minutes
- Meetings during the school day = 20 mins
- Before/after school yard/bus/gate duties within attendance time: 15 minutes
- Before-school briefings (within attendance time): 2 x 10 mins = 20 minutes
- Other supervision (student clubs / sports / detention) = 20 minutes

= 5 hours

Employer directed time outside of attendance time (up to 3 hours per week):

- Weekly all-staff meeting: 1 hour
- Weekly team meeting: 1 hour
- Gate/bus duty before or after attendance time x 1: 10 mins
- Professional development / compliance (40 mins every second week): 20 mins
- PSGs: 30 mins

= 3 hours

New teacher workload clause

59.2 Allocation of Teacher work

(a) A Teacher with scheduled class time at the maximum (as set out in clause 60.4) will be provided with 30 hours per week to undertake work directly related to the learning and teaching program of their class(es). This 30 hours will comprise the maximum scheduled class time in accordance with clause 60.4 and class focus time in accordance with clause 59.2(b).

(b) Class focus time includes work directly related to the learning and teaching program of a Teacher's class(es) (such as planning, preparation, collaboration, assessment). The Teacher has professional autonomy to determine the duties undertaken in class focus time.

(c) The remaining eight hours are available for Employer-directed activities such as yard duty, meetings, supervision, other duties and a paid break of not less than 30 minutes per day (free from assigned duties).

(d) Both the 30 hours for learning and teaching focus, and the eight hours for Employer-directed duties will be adjusted for part-time Teachers according to the proportion of scheduled class time in accordance with the following formulas:

$(\text{actual scheduled class time} / \text{maximum scheduled class time}) \times 30 \text{ hours}$

$(\text{actual scheduled class time} / \text{maximum scheduled class time}) \times 8 \text{ hours}$

Know Your Agreement

Meeting limits

Clause 59.1 (b)

Fewer meetings, more efficiently run. Every educator wants that. And this Agreement delivers the means for that outcome through the 30+8 workload model.

Under the '30 + 8 model' for teacher workloads, the full-time week is divided into 30 hours for scheduled class time and associated teacher-led work, and 8 hours for employer-directed tasks (including 2.5 hours of mandated lunch breaks).

Three of these employer-directed hours can fall outside the normal 7-hour 'attendance time', and up to two of these hours can be used for meetings – but no more than one hour on any day unless otherwise agreed at the Consultative Committee.

The remaining third hour can be used for other purposes, such as before- and after-school duties or student supervision, collaborative learning, PD, directed planning, or compliance training.

Importantly, teachers retain the right to be absent when they don't have duties or scheduled meetings. So, they can choose where and when they do unscheduled work.

It's worth remembering that the Consultative Committee must be given the opportunity in Term 4 to make recommendations around the efficient use of staff meeting times for the following year.

30+8 in action

Schools adhering to 30+8 have already reported that unnecessary meetings are being dropped, and others run much more efficiently, saving all involved priceless time.

Schools approaching the new workload arrangements with a positive, collaborative attitude have happier staff – who are keener to stay at their school during a teacher shortage – and better workload management.

Adam Bremner, from the Victorian Catholic Primary Council and St Brigid's School, Gisborne, said "We must put a limit on it and a border on our day and say how much we can actually achieve in one day and what things are valuable. And the valuable things are the ones that actually benefit the students, they're the things we're really going to enhance and keep. And the things that aren't as valuable we can leave behind."

He says the Agreement will "prioritise what we do well – which is education".

Know Your Agreement

Time in Lieu

Clause 59.3

Time in Lieu under the Victorian Catholic Agreement

Along with a more regulated working week comes the introduction of 'time in lieu' (TIL) for teachers. Teachers accrue TIL for any required attendance at structured activities (including camps, parent-teacher interviews, information nights, graduations, open days, excursions and sport) which occur outside of their normal hours of attendance.

For every hour of attendance (or for every 2 hours when 'on-call' overnight on camps), a teacher is entitled to a paid hour off work.

If the employer and the employee agree, it can instead be granted as additional payment at the teacher's normal hourly rate.

Can accrued TIL be balanced against an early end to the school year?

Yes it can, provided this is agreed to by the Consultative Committee. However, it's important to ensure that this does not disadvantage any teachers who have not accumulated adequate TIL, particularly where this is due to family or caring responsibilities.

One acceptable model that many schools have agreed to through their consultative procedures is to have teachers finish (for example) six days before the end of the gazetted school year regardless of their TIL balance, and individual negotiations with those who have accrued a higher balance about their additional time off (or payment in lieu).

Given that this Agreement is expected to come into legal effect in the middle of the 2023 school year, it's important that this is done in a fair manner which either accounts

for additional hours worked in the first half of the school year, or which (via consultation) ensures that staff are not disadvantaged by the fact that these hours have not been accounted for.

Can existing student-free days be used for TIL acquittal?

Only if this is reasonable and does not simply displace work that needs to be done anyway. For example, if a school traditionally provides a student-free day for report writing in Terms 2 & 4, it would clearly not be reasonable to count this as TIL acquittal if it simply means that teachers need to find additional time elsewhere for report writing.

On the other hand, where a school provides an additional day free of any duties during the gazetted school term (for example adjacent to a public holiday) or an early end to the school year, this could be used to acquit TIL balances.

Can my principal 'bank' time each week by not allocating duties for the third additional hour, then require teachers to attend additional duties to 'pay this off'?

As is made clear in the employers' implementation guides, the effective management of TIL involves three steps, in the following order.

1. Plan & approve,
2. Accrue,
3. Acquit.

There may be some instances where by agreement either at the individual level or via the Consultative Committee

it is appropriate for acquittal to occur before accrual, but these should be the exception rather than the rule.

It is the responsibility of the employer to ensure efficient and effective utilisation of the three employer-directed hours which fall outside of the school day. Along with meetings, directed professional development and compliance training, these three hours encompass all other directed work adjacent to the seven-hour day including before- & after-school yard/bus/gate duties or other student supervision, PSGs/parent meetings, directed collaboration and before-school briefings.

Again, because we can't say it often enough – the Agreement is clear that Time in Lieu planning must occur in advance through the Consultative Committee, so this is the place to discuss and negotiate arrangements around the accrual and acquittal of TIL.

Can schools demand participation in an activity outside school hours?

Employers can require attendance at a structured school activity outside of regular attendance hours only if such attendance is necessary and reasonable notice is provided.

Teachers have the right to request not to attend an activity if it unreasonably affects their personal or family commitments. Your employer can only refuse this request if they have reasonable grounds to do so.

The Consultative Committee must be involved in the planning process, which should take place in Term 4 of the prior year. A key part of the role of the Consultative Committee in this process is ensuring that expectations are fair and reasonable and provide flexibility for staff with particular needs or responsibilities.

What happens to TIL accrued from the start of 2023?

Employers are legally obliged to implement TIL from the approval date of the proposed Agreement. Commitments

made by employers regarding the accrual and acquittal of TIL over the first two terms of 2023 vary. In most cases, they have agreed to count TIL accrued at school camps since the start of the year.

The arrangements for accrual of TIL in 2023 should be taken into account by Consultative Committee in ensuring that there is fairness and equity around acquittal.

How should my Employer be implementing these changes?

The Consultative Committee will hold discussions regarding annual planning for TIL. Planning for the following year should occur during Term 4.

Because these provisions only become legally binding upon approval of the Agreement in mid-2023, planning for this year cannot occur in this way – but employers are still obliged to consult with the Consultative Committee prior to requiring teachers to participate in required school activities outside of normal attendance time.

There may be occasions where school activities cannot be planned this far in advance. In this situation, as much written notice as possible should be provided to the teacher required to undertake the duties. This notice must set out the date, time and, whenever possible, the number of hours required for the performance of the additional duties.

What happens if I am not able to attend a structured school activity?

Under clause 59.3(d) of the proposed Agreement, a teacher can request not to attend the activity if it unreasonably affects their personal or family commitments. The Employer can only refuse the request with reasonable grounds.

Camps and TIL

When a teacher is performing duties (including supervising students) on a school camp outside of their normal hours, they will accrue TIL.

When a teacher is on call and available to perform duties (such as overnight), TIL will accrue at 50% – or at a rate of half an hour for each hour on call. If an on-call teacher is needed to perform duties, they will receive TIL at full rates for the time spent on duty providing they notify their employer of this.

TIL arrangements for part-time Teachers

Part-time teachers will accrue TIL when they are required to attend a structured school activity outside of regular attendance time requirements. If a part-time teacher is required to work additional hours during student instruction time, the teacher should be paid for each additional hour at their normal hourly rate of pay plus an 18% loading.

Overtime and Time in Lieu arrangements for Education Support Staff & School Services Officers

The long-standing provisions for overtime & time in lieu for non-teaching staff continue to operate. See *Clauses 71.5 & 71.6 (ES) and 74.4 – 74.7 (SSO)*.

These are fundamentally different to the new TIL arrangements for teachers, but the fact that teacher TIL arrangements have been introduced is a good opportunity to ensure that these existing provisions are being correctly followed.

Key differences include:

- By default, ES staff & SSOs should be paid for their overtime, with a loading (33.3% for ES, at least 50% for SSOs). By mutual agreement, they can instead take it as Time in Lieu. If this is TIL not

acquitted within four weeks, they can require their employer to pay it as overtime.

- ES staff cannot be required to perform over three hours of overtime each week, except by mutual agreement. This in effect means that they cannot be required to attend school camp, but can do so by mutual agreement.

It is important to ensure that ES & SSO staff are not disadvantaged under cover of the introduction of TIL for teachers. For example, it would be clearly unreasonable to introduce new requirements to accrue TIL on days which by custom and practice staff have not previously been required to work.

Who keeps track of Time in Lieu?

It is your employer's responsibility to track all Time in Lieu accrual, and principals have been provided with detailed instructions around this.

However, we advise all members to keep their own records as a backup. It would be enough to keep a central file with a brief note of each activity, the date and the number of hours of TIL accrued.

Time in Lieu implementation process

The following checklist provides guidelines for implementing Time in Lieu (TIL) through the Consultative Committee. It outlines the steps for planning, approving, accruing, and acquitting TIL.

Step 1: Plan school activities that may attract TIL

- Compile information on all school activities that will require duties exceeding 38 hours in a week (or normal hours for a part-time teacher).
- Create a list of all school activities that require the attendance of teachers or education support employees (noting that ES staff have different TIL provisions – see previous page).
- Examples of structured school activities may include parent-teacher interviews, excursions, concerts, parent information sessions, after-hours sport, camps, graduations, and open days.
- If your employer is considering other structured activities not listed, it is recommended that you seek advice from the IEU.
- For each school activity that requires the attendance of teachers or education support employees, the principal should assess:
 - The number of staff required.
 - The estimated number of hours in excess of 38 hours per week (or normal hours for a part-time teacher) that will be accrued per employee for the activity.

Step 2: Develop a TIL acquittal plan

The IEU encourages the use of the following mechanisms to acquit TIL:

- Earlier finish dates at the end of the year. One model that many schools have agreed to through their consultative procedures is to have teachers finish a certain number of days before the end of the gazetted school year regardless of their TIL balance, with individual negotiations with those who have accrued a higher balance around their

additional time off.

- Agreed school closure days throughout the year. It is important that school closure dates do not simply shuffle workload requirements – for example it would not be reasonable to rebadge a report-writing day as a day of TIL acquittal if the report writing requirements remain and time for this is not provided in some other way.
- Providing individually negotiated time off from normal duties. Ideally this should be done at a time and in a manner which provides workload relief at a time when it would be most beneficial – for example providing a morning or full day off immediately following a school camp.
- Reducing meetings during times that other out-of-hours work is required, such as in the week of parent-teacher interviews.
- Late start or early finish times.
- Payment for TIL remunerated at the teacher's normal rate of pay. Note: if accrued TIL has not been granted to a teacher by 1 March of the following school year, the principal must grant TIL equivalent to the owed time, commencing immediately, or pay the teacher for the time owed at 150% of the teacher's normal rate of pay.

Step 3: Approve TIL

Once planning is completed and the principal has determined which teachers are required and the number of hours expected:

- The principal approves the accrual of Time in Lieu and records the approval and balance of planned TIL for each employee.
- The principal advises each teacher of the expected hours of TIL that will be accrued for each school activity, and discusses with them of the plan for acquittal.
- After the school activity, if a teacher was not advised they would be required to work or worked more hours than expected, the principal should resolve any inconsistencies.
- The school must maintain a record of each employee's TIL.

Time in Lieu clause

59.3 Time in lieu

(a) The Employer may require a Teacher to attend a school activity outside the normal attendance of the Teacher where such attendance is required and reasonable notice is provided.

(b) School activity for the purpose of clause 59.3 refers to a structured activity organised by the school such as a parent-Teacher meeting/interview, a camp, an excursion, a concert, open days, parent sessions or after-school hours sport.

(c) Where a Teacher is required to attend a school activity outside the normal attendance for a Teacher on that day, and the Teacher's attendance in that week exceeds 38 hours for a full-time Teacher or on a pro-rata basis for a part-time Teacher, time in lieu will be provided to that Teacher over the course of that school year.

(d) 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.

(e) Annual planning for time in lieu for Teachers will be discussed at the Consultative Committee. This planning should occur at the end of the previous year or the beginning of the school year as far as practicable.

(f) 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.

(g) For Teachers' attendance at a school camp, time in lieu will be calculated on the basis of 100% time in lieu for the time the Teacher is performing duties and 50% for the time the Teacher is on call and available to perform duties.

(h) 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 ordinary rate of pay.

(i) 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 Employer must:

(i) grant time in lieu equivalent to the time owed immediately; or

(ii) pay the Teacher for the time owed at 150% of the Teacher's ordinary rate of pay.

Know Your Agreement

Education Support Staff & School Services Officers – salaries & classifications

Appendices 5 & 6

Following the significant restructures of the Education Support Staff scale in the previous two Agreements, which opened up higher pay-points and better career progression in the mid-range, the focus this time around was on lifting the entry rate for ES staff.

There have also been salary increases and new allowances paid across the rest of the Education Support Staff scale, and School Services Officers have not been forgotten, with big increases back paid to December 2021.

The big headline change is the reclassification of all Education Support Staff previously on Level 1 to Level 2, lifting the top pay point in their incremental scale from \$55,374 (Category B, 2021) to \$69,362 now and \$72,460 in July 2025.

From now on, Level 1 is reserved for trainees or apprentices. An employee who commences employment without prior relevant work experience will commence employment at Level 2-1 or higher, while an employee with relevant experience and or education/ training will commence at Level 2-4 or above.

This was a hugely important shift, as we know that too many Education Support Staff at the lower end of the scale had been stuck on salaries that didn't reflect their role, tasks, and responsibilities, or the increasing professional

demands of their work. Too often, the qualifications, capacity, skills, experience, and knowledge of ES staff were underestimated or simply disregarded. This change improves their bottom line, not before time, but it also provides a meaningful career structure in which they achieve higher pay points with each year of experience.

For the rest of the ES scale, there are average total salary increases of around 9%. Once incremental progression is taken into account, many ES will find their base salary increasing by over 20% over the life of this Agreement, in addition to the four new 1% Position Allowances paid for those at Level 2-8 and above.

In recognition of this growing area of work, the Agreement also includes a new Education Support classification stream, Health and Wellbeing Services, which applies to first aid officers, nurses, speech pathologists, and psychologists employed within schools. This will ensure that these employees are correctly and consistently classified and paid according to their qualifications, experience and roles.

Finally, the **School Services Officers** scale had a significant restructure in December 2021, with an average 12% increase before the twice-annual 1% salary increases. The average increase to SSO salaries over the life of the Agreement is 21.3% – again, that's before automatic increments up the scale are taken into account.

Know Your Agreement

Consultative Committee changes

Clauses 9, 16 and 40

Consultation is crucial to the operation of this Agreement, and the key vehicle for consultation in your school is the Consultative Committee.

Regular, productive meetings of your school's Consultative Committee ensure improved decision-making, greater engagement, better management of workload issues and higher morale. It allows staff to develop new ways of working and to actively participate in improving the culture of their school.

This Agreement strengthens the role of the Consultative Committee in several ways:

- A formal recommendation can be made by three members of a six-member Consultative Committee - and if it is rejected reasons for this must be provided to all staff in writing. This deals with the 'deadlock' situation in which the three employer representatives could effectively veto a position put forward by union & staff representatives. (Clause 16.3)
- Consultative Committees are now able to consider workload issues for all staff, not only teachers. This includes Education Support Staff, School Services Officers and Deputy Principals. (Clause 9)
- Consultative Committees play a key role in planning for Time in Lieu under the new teacher workload provisions. The calendar for the accrual and acquittal of Time in Lieu should be considered by the Consultative Committee at the end of

the previous year or the beginning of the school year. (Clause 59.3)

- Union and staff Consultative Committee Reps are now entitled to a day of paid leave each year to attend IEU training. (Clause 40)

Every school must have a Consultative Committee.

Not having one is a breach of the Agreement! Consultation is a workplace right, and the provisions of the Agreement are legally binding. If you don't have an effectively operating Consultative Committee at your school then please contact the IEU office for advice and support.

What is consultation?

The Agreement is explicit about the importance of consultation. In clause 16.1 it is defined as: "a serious attempt through a fair exchange of views... in order to reach an understanding and consensus".

The Agreement aims to "establish workplace consultative arrangements that ensure the principal's responsibility, as the Employer's representative, is to make school-based decisions carried out in a framework that enables staff to have input into decisions that affect their working life".

What does your Consultative Committee do?

Your Consultative Committee is a forum where recommendations can be made to the principal on matters including:

- **Teacher workloads**, including planning for Time in lieu, class sizes, the implementation of the '30 + 8 model', practical classes, duties, responsibilities, administrative tasks and anything else impacting on teacher workloads.
- **Workload issues for staff other than teachers**, including Education Support Staff, School Services Officers and Deputy Principals.
- **Positions of Leadership**, including the structure of positions, their nature and role, tenure of appointment, applicable allowance and the time allocated to perform the work that goes with each position.
- **Efficient use of staff meetings.**
- **Email and communication protocols**, both internal and external.

Who is on the Consultative Committee?

Unless there is agreement between the principal and the majority of staff the Committee should comprise:

- The Principal and two nominees
- Two nominees from the IEU sub-branch
- One staff nominee elected by and from the total staff (who may also be a member of the IEU sub-branch).

It's important to get the structure right. The consultative process should stand alone and not just be an 'add on' to another meeting. Opportunities to discuss issues at length and for IEU nominees to put the position of the sub-branch can be lost if the Consultative Committee is mixed in with other forums.

When does a Consultative Committee meet?

Meetings can be called at any time by the principal or by any three members of the Committee. Some Committees meet each term, others schedule meetings for critical decision-making times throughout the year.

The Agreement requires that the Consultative Committee meets in Term 4 to make recommendations for the arrangement and scheduling of teacher meetings in the following year, with a focus on maximising the efficient use of meeting times. It also requires that planning for TIL is undertaken via the Consultative Committee at the end of the previous year or at the beginning of the school year.

Dispute resolution

If a dispute continues after the principal has written to staff explaining a decision made by the Consultative Committee, there is a formal dispute resolution process to follow and the potential for a dispute to be dealt with by the Fair Work Commission (clause 22).

These measures mean employers and school leaders must take Consultative Committee discussions seriously.

Please refer to the Consultative Committees mini guide for more details.



Know Your Agreement

Workload commitments

Clause 9.3

Lurking at clause 9.3 of the Agreement is an important statement: “The parties are committed to working together in development strategies to support the workload of Teachers and Principals...”

The details which follow this are important. Employers have committed to working in consultation with the IEU to better manage teacher and principal workload. This system-wide work will back up and support the important work done by your Consultative Committee at a local level.

Here’s the full text of the clause:

9.3 Workload commitments

The parties are committed to working together in development strategies to support the workload of Teachers and Principals, which includes:

- (a) Strategically planning school-based and Employer-based calendars to support the workload of Teachers and Principals during peak periods.*
- (b) Fostering collaboration at schools and between schools to enable the sharing of resources and teaching materials.*
- (c) Developing best practice guidelines for schools on the management of the Nationally Consistent Collection of Data on School Students with Disability.*
- (d) Using purposeful communication to ensure efficient use of emails, meetings and other communication tools.*

(e) Promoting clear boundary setting for Teachers and Principals through consistent communication and email policies.

(f) Reviewing and considering the best ways to manage time spent on non-teaching tasks to ensure that Teachers can focus on teaching and learning.

(g) Developing guidelines to support Teachers and Principals to manage their time effectively.

We know that there is a lot that can be done by employers to provide resources, reduce duplication, encourage efficient collaboration, and most importantly to ensure that teachers and principals can focus on their core important work by reducing administrative burdens.

We will keep members informed as we work with employers to ensure that these commitments are met.

Know Your Agreement

Flexible leave

Clause 30.4

Previously, paid personal leave could only be used as either sick leave or carer's leave. Under this Agreement, however, employees are now able to use one day per year of their paid personal leave as 'flexible leave' for, in the words of the Agreement, 'any reason'.

Maybe you want a day off to move house, go to a wedding, spend time with a visiting relative, attend a job interview, take the grandkids for a day out, get to band rehearsal before your first big gig, have a long weekend away...

While most school staff might (as they are often reminded!) have substantial 'holiday' periods, the nature of the school calendar all-too-often means that they cannot take time off when they actually need it. This new provision gives back a small but important bit of flexibility.

Unlike other forms of personal leave, there are no evidence requirements around flexible leave – the only requirement is that the request is made in writing. Note that it can be refused if the absence cannot be 'reasonably managed due to operational requirements' – so it's a good idea to give as much notice as possible.

Personal Leave – evidence and responsibilities

It's worth a quick refresher around evidence requirements for other forms of personal leave. Notice of the taking of personal leave must be given as soon as is practicable – but in an emergency this might be after the leave has actually started.

Employers can request **reasonable evidence** (which could include a statutory declaration) that the leave is being taken for the specified reason for any instance of carer's leave or for sick leave that is taken over **more** than two consecutive days, where there have been 5 sick days already taken in that year without a medical certificate, or where the sick leave is adjacent to a public holiday.

Finally, in answer to one of our most commonly raised questions: no, you can't be obliged to work while on leave! Sure, if you can flick over some already-prepared lesson plans via email this will help the colleague covering for you, but this is at your discretion and is not an obligation.

30.4 Flexible leave

(a) An Employee is entitled to apply to take up to a maximum of one day (7.6 hours) per school year from their paid personal leave balance as flexible leave.

(b) Flexible leave:

(i) can be taken for any reason;

(ii) is not cumulative; and

(iii) does not apply to a Casual Employee.

(c) An Employee must request flexible leave in writing.

(d) An Employer may refuse to approve flexible leave where the Employee's absence on that day cannot be reasonably managed due to operational requirements.

Know Your Agreement

Accident make-up pay

Clause 50

The CEMEA increases the period of payment of accident make-up pay to eligible employees, to a maximum of 39 weeks, inclusive of non-term weeks.

This is a significant rise from 26 weeks under the previous Agreement.

Why is this important?

Employees who are injured at work and as a result unable to safely perform their duties will in most cases eligible compensation payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (WIRC Act) – however, these payments are not made at the worker's full pre-injury salary. For the first 13 weeks, Workcover payments are equivalent to 95% of salary, after this they drop to 80%.

The accident make-up pay clause in this Agreement requires that the employer 'top up' the balance, so that for up to 39 weeks the employee suffers no drop in their income – the last thing anyone needs when incapacitated through their work.

Accident make-up pay is an amount equivalent to the difference between:

- the amount of compensation payable under the WIRC Act (and any wages earned by a partially incapacitated employee), and
- the amount that would have been payable under CEMEA, including superannuation, if the employee had been performing their normal duties.

Many industries do not have accident make-up pay and most are still set at 26 weeks.

Compensation expert Kevin Purse explained the significance of make up pay in 2016, when the Fair Work Commission upheld the principle that accident make up pay provisions should continue as an entitlement to injured workers under 37 modern Awards.

"Accident make-up pay provisions have been an important component of many industry awards and enterprise agreements in Australia. They are designed to offset the financial hardship of 'stepdowns' – phased cuts in income replacement payments for injured workers contained in Australia's predominantly state-based worker's compensation laws."

Know Your Agreement

Family and Domestic Violence Leave, and Sexual Abuse Survivor's Support

Clauses 33 & 34

Our new Agreement increases the entitlement to paid family and domestic violence (FDV) leave to up to 20 days per school year, and introduces Sexual Abuse Survivors Support as a new provision.

Family and Domestic Violence Leave (FDV leave)

Under the previous Agreement, the entitlement was to up to 10, 13 or 15 days FDV leave, depending on an employee's category of employment. This Agreement also extends a new entitlement to 10 days' paid FDV leave for casual employees.

These provisions reflect increasing awareness of the toll taken by such horrible situations and the resources required to rebuild. It takes money and time to escape dangerous domestic situations, and to re-start your life.

Such leave can assist workers to:

- make arrangements for their safety, or the safety of a close relative (including relocation)
- attend court hearings
- access police services
- attend counselling
- attend appointments with medical, financial or legal professionals.

Reporting on the campaign to enshrine paid domestic and violence leave for all workers last year, we wrote, "Family and domestic violence is a national crisis – and those seeking to flee it need support to escape often perilous situations".

"The tragic numbers are well known: on average a woman is killed each week by a partner, ex-partner or family member in Australia.

"Hundreds of thousands report facing violence at home – figures that have surged during the pandemic, as many women were trapped further into abusive relationships. The true picture is likely to be even worse."

Workplaces play a key role in supporting a woman facing family and domestic violence.

Paid family and domestic violence leave can give a woman – and it nearly always is a woman – the time, support and job security she needs to escape and recover from an abusive relationship.

It takes paid leave to leave – it costs \$18,000 on average to escape a violent relationship in Australia, and economic security is a key factor determining whether a person subjected to family or domestic violence can escape from a dangerous situation.

Family and domestic violence means violent, threatening, or other abusive behaviour by an employee's close relative that:

- seeks to coerce or control the employee
- causes them harm or fear.

A close relative is an employee's:

- spouse or former spouse
- de facto partner or former de facto partner
- child
- parent
- grandparent
- grandchild
- sibling
- an employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild, or sibling, or
- a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

Sexual Abuse Survivor's Support

The CEMEA also includes a new entitlement to up to 20 days' paid leave for employees, other than casual employees, who have been victims of historical sexual abuse.

Eligible employees can access this leave in connection with attending and preparing for legal proceedings, accessing support services, or other activities approved by the employer. Employees who support a person experiencing historical sexual abuse may use their personal leave entitlement to accompany the person to court, hospital, support services or to care for children.

Historical child sexual abuse is a term used to describe child sexual abuse that happened to someone (now an adult) when they were under the age of 18. This could mean the abuse happened years or decades ago - in many cases, the abuse is not disclosed for many years. Reporting historical child sexual abuse is confronting and often very difficult for survivors. Acknowledging, understanding, and dealing with the emotional impacts of child sexual abuse can be an incredibly difficult process.

Resources

If you are in immediate danger, call 000 for Police and Ambulance help.

If you need advice, support and information, you can call:

- **1800RESPECT / 1800 737 732**
This is a 24-hour national sexual assault, family and domestic violence counselling line for any Australian who has experienced, or is at risk of, family and domestic violence and/or sexual assault.
- *Bravehearts is an organisation dedicated to the prevention and treatment of child sexual abuse. Bravehearts Information and Support Line Freecall 1800 272 831*
- **1800RESPECT (24 Hours): 1800 737 732**
- **Lifeline (24 Hours): 13 11 14**
- **13YARN Aboriginal & Torres Strait Islander Crisis Support (24 Hours): 13 92 76**
- **PoliceLink (24 Hours): 131 444**
- **Relationships Australia: 1300 364 277**
- **Blue Knot Helpline: 1300 657 380**

Know Your Agreement

Reductions in Scheduled Class Times

Clauses 60.3 – 60.8

The Scheduled Class Time (SCT) reductions of one hour in 2023 and a further half-hour in 2024 are the biggest changes to SCT in decades.

This reduction eases pressure on teachers and provides more time for them to prepare classes, assess student work and deal with other associated tasks during the working week.

- SCT for full-time teachers in primary schools will be 21 hours per week in 2024, down from 22.5 hours under the previous Agreement.
- SCT for full-time teachers in secondary schools will be 18.5 hours per week from 2024, down from 20 hours in 2022.
- SCT for first-year teachers in primary schools will be 19.5 hours per week, down from 21 hours.
- SCT for first year teachers in primary schools will be 16.5 hours per week from 2024 down from 18 hours.

In addition to this, extras in secondary schools are being phased out and this Agreement clarifies for the first time that scheduled assemblies are now included in the calculation of SCT.

Why is this important?

Australian teachers spend significantly more time in the classroom than the OECD average. Our primary teachers are scheduled to teach almost 10% over the average, increasing to over 22% in upper secondary. This leaves less time for all of the other work that teachers need to complete. While time in the classroom is of course core business for teachers, there is a clear quality vs quantity trade-off – and this Agreement helps to ensure that

teachers have the time they need outside of the classroom to make the most of the time they have with their students and deliver the best quality education.

Source – *Education at a Glance – OECD 2022*

Sue Thomson, Deputy Chief Executive for the Australian Council of Educational Research (which helped the OECD compile the survey results), told *The Age* teachers were coming under increasing pressure. And that was before COVID lockdowns further intensified workloads.

‘It’s important that teachers get time to reflect, to observe other teachers and talk to mentors, but we’re not allowing them any of that time. We’re always talking about extra things that teachers need to be doing, different skills they need, but we don’t give them time to do the things that we know make them good teachers,’ Dr Thomson said.

The transition period

During the implementation phase, schools in some areas are struggling to pass on the full benefits of the reduction in scheduled class time. Some have had to resort to what we call ‘shaving’ – or reducing SCT by making each period slightly shorter.

While this may technically reduce scheduled class time, it **does not** meet the agreed intention of the reduction in SCT, which is to reduce workloads and provide teachers with blocks of time that can be used meaningfully. Teachers do not get a significant reduction in workload if they teach the same number of kids, in the same number of periods.

We are prepared to accept this when necessary on a short-term basis, as employer representatives have made a clear commitment that 'shaving' is a temporary measure, and readily acknowledge that this does reduce teacher workload as intended. They understand that, if necessary, the IEU will push back hard against shaving from a workload perspective and will not hesitate to be public and strong with parents on the consequent reduction in class time for their kids.

Benefits of a reduction in SCT

From next year, a primary teacher will have 9 hours per week 'quarantined' for them to use at their discretion for class-related work such as planning, preparation and assessment. For a secondary teacher this will be 11.5 hours per week. This time must be available in 'usable blocks' (ie. not 10-minute windows between classes and duties!) and cannot be directed by their employer.

Many schools started operating with reduction in SCT at the start of 2023, before the Agreement was finalised, to ensure a smoother transition to the new workload conditions.

With extras being phased out and stricter regulation of teacher workloads with the 30 + 8 model and the introduction of time in lieu, these reductions will help teachers to spend more time putting a premium on quality, focused classes.

IEU Rep Fiona Wright, from Avila College, told The Point, "The reduction in scheduled class time has been a significant acknowledgment of the workload issues of teachers. This job has changed over the years and the administrative demands have increased dramatically. By reducing SCT teachers have won back some of the time they have lost on all this administration – including compliance modules".

Geoff Martin, Rep at Mount Clear College said, "I think the reduction of face-to-face teaching allows for teachers extra time to attend to all the many facets of preparation, assessment, reporting and communication with families. It provides recognition that much careful planning and preparation is required outside of the classroom in order for the classroom to operate effectively".

Marie-Claire Anastasiadis, Ave Maria College Rep, said "I love the reduction in face-to-face teaching time in that it now gives me an extra hour of planning my classes or writing personalised learning plans".

The reduction in SCT, alongside other workload measures, helps to claim back time that teachers need to do their job effectively and well without risking their own wellbeing.

Know Your Agreement

Superannuation and recognition of service on parental leave

Appendix 1, Clauses 8 & 9

Two important changes to parental leave entitlements directly tackle gender-based gaps in pay and superannuation.

First: superannuation payments are now made for the first 52 weeks of leave for the primary carer, including employer-paid leave (now 16 weeks), any period of government-paid leave and unpaid leave. Superannuation will be calculated based on the employee's rate of pay immediately preceding parental leave.

Under the previous Agreement, superannuation payments were only made on employer-paid parental leave (14 weeks for the primary carer, one week for the secondary carer).

Second: the first year of parental leave now counts as service for the purposes of incremental salary progression.

This means that on return from parental leave, an employee will usually be a step higher on the incremental pay scale than before their break. This is particularly significant for those who take parental leave early in their career because they will earn more money for every subsequent year until they reach the top of the scale.

Why are these changes important?

Currently, women out of the workforce for significant periods face a slower progression up the pay scale, which compounds over the years to be a significant contributing factor to the gender pay gap. Australian women also retire on average with 47% less super than men, partly because their accumulation of superannuation savings is interrupted by unpaid parental leave.

According to the Workplace Gender Equality Agency 81% of Australian employers pay superannuation for parents while on employer-paid leave. However, only 7% also pay superannuation on government-funded parental leave.

This IEU-negotiated Agreement takes this a step further by ensuring that superannuation is paid on a full year of leave,

including periods of employer- and government-paid leave as well as unpaid leave.

The evidence is in: compulsory super payments on parental leave help close the gap between men's and women's superannuation balances at retirement and help reduce the risk of women living in poverty at retirement.

Not-for-profit Women in Super advocates for compulsory payment of superannuation for all parents on parental leave, citing the recommendation of the Productivity Commission, so that all parents, especially mothers, can continue to grow their superannuation. The Retirement Income Review confirmed that making super payable on parental leave would help bridge the gap between men and women's retirement savings. The Workplace Gender Equality Agency agrees, saying that the current superannuation system in Australia, being tied to paid work, "creates significant inequalities in retirement incomes for those who provide unpaid care".

Industry Super Funds said, "Mums miss out on millions of super each year. Just for having a baby".

"While most types of paid leave include super, parental leave doesn't - meaning mums are being left behind.

"Taking time out of the workforce to raise a family is a key driver of the gender super gap.

"Without action, the gender super gap will exist for decades to come with generations of women at risk of retiring into poverty."

This Agreement takes big strides towards tackling the long-term economic impacts of raising a family by ensuring that in their first year of leave, a primary caregiver is not disadvantaged either in terms of superannuation or career progression. This is something to be particularly proud of in a female-dominated industry like education.

Know Your Agreement

Fixed term & casual employment improvements

Clauses 11.2 – 11.6

The CEMEA makes a commitment at the outset to minimise the use of fixed-term employment.

Too many workers understand the pernicious effects of precarious employment – whether it's the growing anxiety towards the end of a contract, the distraction from their core work as they hunt around for other jobs as a backup plan, or the reaction they get when applying for a bank loan. In our sector, Education Support Staff and teachers at the start of their career are particularly likely to find themselves in fixed-term employment, often on very flimsy pretexts and sometimes for many years.

The CEMEA builds on the work of previous Agreements to further tighten the rules around fixed-term employment.

Key changes include:

- When a staff member is employed to undertake a specific task for a limited period, they must be employed *only to undertake that specific task*.
- The Employer must now keep and make available records of the identity of the employee that each replacement employee is replacing. Rules now govern the content of the letter of appointment provided to 'replacement employees' and how this information is provided to the employee.
- If a fixed-term appointment is made to replace an employee who has left employment, no further fixed-term appointments may be made to replace the same employee.
- After a replacement employee has worked for 30 consecutive days in one school, and the employer wishes to continue the appointment, the teacher must be appointed as ongoing or, if permissible under the relevant clause, for a specified period. (Under the previous Agreement, the employee was required to be employed as a Casual Relieving Teacher at the end of this period.)

- The casual loading rate for Casual Relief Teachers has been increased from 20% to 25%.

The upshot of all this is that fixed-term employment should only be used where there is a legitimate need for it – and where there is not, ongoing and secure employment must be offered.

Other changes

This Agreement better clarifies employment categories through the following changes:

- The previous categories of Emergency Teachers and Casual Relieving Teachers are combined into a new category, called 'Casual Relief Teachers'
- Casual Relief Teacher pay has been significantly improved, with a daily rate of \$448.58 (as of July 2023)
- 'Replacement employee' is introduced as an umbrella category of fixed-term employment, covering staff employed to replace a colleague for 30 days or more.

There are also several new, better clarified categories of fixed-term employment for when:

- an employee is back-filling a position for one or more colleagues who've returned to work part-time following a period of parental leave
- an employee replaces someone temporarily seconded to another position who has a right to return to their original position
- an employee holds a visa to work in Australia for a limited period, provided that the duration of the term of appointment doesn't exceed the period for which the visa has been granted.

Know Your Agreement

Minimised spread of hours for part-time teachers

Clause 59.4(b)

“The Employer will endeavour to minimise the numbers of days over which a part-time Teacher must work their FTE...”

It's a simple sentence, but it describes an important reform – there's little benefit from working fewer hours if the hours you do work are scattered across a full-time working week.

For the first time employers have a positive obligation to minimise how many days staff are required to attend school. Part-time workers should make it clear to their principal what their preferred spread of hours is when they put in their 2024 intentions.

In most industries a part-time worker's roster would be based on clear, consistent shifts, either minimising their days of work or making allowances for something like a daily early departure to balance family or caring responsibilities. Unfortunately in education, particularly in secondary schools, the assumption is often that the needs of part-time teachers come second to the needs of the timetable, sometimes with farcical results such as a requirement to teach a single class on a particular day.

This new clause puts more emphasis on the needs of part-time teachers, who often have family responsibilities which demand flexibility. While the nature of timetabling means that it's unlikely that part-time teachers can always have their working hours set out exactly how they want them, they can now expect that their employer will make every reasonable effort to accommodate them.

Better salary calculations for part-time teachers!

The reduction in Scheduled Class Time and improvements to the time-fraction formula result in a significant increase in the rates paid per teaching hour for part-timers.

For a secondary teacher, the effective rate of pay per hour in the classroom increases over the life of this Agreement by 18.2% (from \$103.49 to \$122.31 for a teacher at the top of the scale), while for a primary part-time teacher the

effective rate of pay per teaching hour increases by 27.5% (from \$84.48 to \$107.75)

The case for more flexible workplaces

Research overseas has concluded that “being able to work part-time is seen as the equivalent of a 4 per cent pay rise” and “offering part-time and flexible-working arrangements can give schools a strong competitive edge”.

More flexible arrangements for part-time workers can be a win-win. There's even an argument that, far from creating more work for the school, having a more flexible workforce, and encouraging part-time workers saves time and money on advertising for new staff and enables schools to find better candidates.

Jan Balon, head teacher at the London Academy of Excellence Tottenham says more than 50 per cent of his teachers work part-time “owing to a culture in which part-time working is actively encouraged at all levels of the organisation”.

The school provides remote meeting options – so everyone can attend wherever they are or watch it later if they miss it – and amend deadlines to consider part-time workers' days.

“A simple change we made to accommodate the increase in part-time workers was adjusting deadlines to match the contracted hours,” explains Balon.

To make it work, part-time working should be “normalised” among senior staff, so that “the needs of part-time staff are considered at every step of policy implementation”.

A crucial aspect of improving workload issues for staff is properly accommodating part-time workers, many of whom have family or other caring responsibilities. If flexible work arrangements are prioritised, they can be factored into school organisation.

Know Your Agreement

Redundancy & resignation improvements

Appendix 2

Redundancy

This Agreement provides earlier access to the maximum redundancy pay. Employees will now be eligible for 21 weeks' pay (or 25 weeks' if over 45 years of age) if they have over 12 years of continuous service (compared with 15 years of continuous service under the VCMEA).

Importantly, this also applies to part-time employees who elect to receive a severance payment because the employer has proposed to substantially reduce the employee's hours of work – if they have over 12 years of service, they will be eligible for a severance payment of 21 weeks salary if under 45, or 25 weeks if they are over 45.

Notice of Resignation

While the same notice of resignation requirements apply, this Agreement removes the financial penalty for employees who do not give at least four weeks' notice of resignation. Under the previous Agreement, the employer was able to withhold salary equivalent to the difference (so for example if 2 weeks' notice was given, the employer could withhold 2 weeks' worth of salary).