



# Cranbourne East Primary School

## TIME IN LIEU POLICY & PROCEDURES

### 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. The Agreement defines school activity as a structured activity organised by the school such as a parent teacher meeting, camp, excursion, concert, parent information session, or after-hours sport. The school activities that attract *time in lieu* will be determined by the principal using the school based consultative arrangements.

Time in lieu is provided where an employee is required by the principal to perform duties in excess of 38 hours per week for a full-time employee, or the normal hours of a part-time employee. All work required in excess of 38 hours must be documented and *time in lieu* will accrue the period of time in excess of 38 hours per week (pro-rata for a part-time employee). The *time in lieu* provisions do not apply to those activities or duties that are not required by a principal.

The timing of the acquittal of the time in lieu is at the discretion of the principal having regard to the operational needs of the school and the genuine consideration of the wishes of the employee. At Cranbourne East Primary School, Time in Lieu will be accrued and acquitted in line with the DET Policy and clauses 24 (8) and 24 (9) of the VGSA 2022.

### Time In Lieu ~ Teachers

Where a teacher is required to attend a school activity that results in a teacher's attendance in any week exceeding 38 hours for a full-time teacher (or normal hours for a part time teacher), that teacher is to be granted *time in lieu* for the hours in excess of 38 hours for a full-time teacher (or normal hours for a part time teacher).

The *time in lieu* provisions apply to school activities required by the principal and do not apply to activities such as planning for classes, assessment and report writing that would normally occur in the 38 hours. In addition, the *time in lieu* provisions do not apply to those activities that are not required by a principal.

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 (i) 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



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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

Where an education support class employee is required to undertake work that results in that employee's attendance in any week exceeding 38 hours for a full-time employee (or normal hours for a part time employee), that employee is to be granted *time in lieu* for the period of time in excess of 38 hours for a full-time employee (or normal hours for a part time employee).

- (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)



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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

The Principal is responsible for the approval of Time In Lieu (TIL). All TIL activities must be pre-authorised.

At Cranbourne East Primary School, the types of events that may accrue TIL include;

- Camps/Sleepovers
- Excursions outside normal school hours
- Information Evenings
- Graduation
- School Disco outside normal school hours
- Outdoor Family Movie Night
- School Council Meetings

## APPROVAL PROCESS

- In the case of camps, excursions, events, activities, the staff member organising the event will provide the Principal with a plan including the details of the event, number of staff required, dates and times. Following the event, Time In Lieu Accrual Forms must be completed by all staff involved and submitted to the Principal for approval.
- All other individual requests for TIL (eg. ES Staff required to work outside normal arrangements) are to be submitted to the Principal for pre-approval.
- Once TIL is approved, individual staff members are required to enter the TIL on edupay.



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## ACQUITTAL PROCESS

Where a Teacher has accrued TIL that time is to be acquitted at a time that causes least disruption to the educational program of the school. Where an Education Support staff member has accrued TIL, that time is to be acquitted at times following the operational needs of the school. The timing of the acquittal of the time in lieu is at the discretion of the Principal following the genuine consideration of the wishes of the employee.

Cranbourne East primary School will use the school consultative arrangements to plan for TIL acquittal. There are four options available to schools for the acquittal of TIL:

### **Option 1: Acquittal without replacement**

Acquittal at a time that does not require replacement of the employee allows for *time in lieu* to be acquitted at a time that the employee is not required to be in attendance at the workplace or perform duties.

### **Option 2: Acquittal with replacement**

Acquittal with the engagement of a casual relief teacher, casual education support class employee or the use of internal resources, such as extras, to enable the release of the teacher or education support class employee when replacement is required.

### **Option 3: Pay out time in lieu**

As an alternative to time in lieu, and where agreed between the principal and the employee, accrued *time in lieu* can be paid out as follows:

- teachers can be paid for the time in lieu owed at the teacher's normal hourly rate of pay for the period of time of the accrued time in lieu; or
- education support class employees can be paid for the time in lieu owed at the employee's normal hourly rate of pay for the period of *time in lieu* accrued within the normal span of hours or 150% for the period of *time in lieu* accrued outside the normal span of hours.

### **Option 4: Any combination of the above**

Accrued *time in lieu* may be acquitted using a combination of options 1, 2 or 3 as set out above.

There are a number of conditions attached to acquittal of *time in lieu* that must be satisfied:

- *Time in lieu* should be acquitted 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* acquitted under Option 1 must only be allocated against the eight hour component of the 30 plus 8 (of the thirty eight hour week). Information regarding the 30 plus 8 model is available [here](#).
- The acquittal of *time in lieu* will be at times determined by the principal, giving genuine consideration to the wishes of the employee, and:
  - For a teacher time in lieu is to be acquitted at a time(s) that causes the least disruption to the educational program of the school;
  - For an education class support employee time in lieu is to be acquitted at a time(s) determined by the principal following consideration of the operational needs of the school.
- Time in lieu should be acquitted at a time during the school term where the employee does not need to be on site at the workplace and is not required to undertake duties.



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- Where time in lieu has not been acquitted by 1 December, a teacher may vary their attendance on any school day prior to the end of the school year, equivalent to the time owed, subject to the teacher providing the principal with not less than three working days' notice. Where the number of teachers seeking to vary their attendance on the same day would result in the dismissal of students, the principal is responsible for determining the timing of absences to avoid the disruption.
- For a teacher or an education support class employee, unless otherwise agreed, where the time in lieu is not acquitted by 1 March of the following school year, accrued time in lieu must be granted immediately or payment made for the time owed at 150% of the employee's normal hourly rate of pay.