

CONSULTATIVE COMMITTEES

A guide for members in
Victorian Catholic education

Acknowledgement of Country

The Independent Education Union Victoria Tasmania acknowledges the Traditional Custodians of the many lands that encompass our schools. We pay respects to their ancestors and Elders past and present, and commit to walking together towards justice and reconciliation.

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EVERY SCHOOL NEEDS GENUINE CONSULTATION – EVERY EMPLOYEE NEEDS A SAY

Consultation is crucial to the operation of the Catholic Education Multi Enterprise Agreement (CEMEA). The key vehicle for consultation in your schools is the Consultative Committee.

Regular, productive meetings of your school's Consultative Committee ensure better 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.

Your IEU-negotiated Agreement requires that your Consultative Committee is genuinely engaged on most important workplace issues.

Consultation is not limited to teachers – consultation must be followed through for all staff.

Consultation became even more important under the 2022 Agreement. The successful implementation of the 30+8 workload model is dependent on staff driving discussion of the particular needs of their school, especially around the management of time in lieu.

Consultative Committees cannot be ignored. If a school leader does not adopt a position reached by the Committee, they must explain that decision in writing to all staff. There is also a formal dispute resolution process and the potential for a dispute to be dealt with by the Fair Work Commission. These measures mean employers and school leaders must take Consultative Committee discussions seriously. They are a vital forum for managing workloads in our schools.

Consultative Committees can also make recommendations about anything important to the efficient running of your school, including the scheduling and use of meetings and protocols governing email and other communication.

Consultation is a workplace right, and the provisions of the Agreement are legally binding. However, effective consultation only occurs if staff and their representatives are active and informed. This guide provides IEU members on Consultative Committees with the information they need to represent their colleagues appropriately and ensure their sub-branches are up to speed.

We hope that you find this resource useful – but don't hesitate to contact the IEU for assistance. Your IEU Organiser is always ready to advise on strategy, to meet with staff, or to help you build a culture of consultation in your workplace.

We wish you all the best.



David Brear
General Secretary



Kylie Busk
Deputy General Secretary

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... to reach an understanding and consensus”.

The Fair Work Ombudsman says, “Consultation means asking for and considering employees’ views when making decisions. Cooperation means working together harmoniously to find solutions”.

Consultation and cooperation between staff and management are important in any workplace, but they’re especially vital in education which is by its nature a collaborative and collegiate venture. In well-functioning schools, knowledge is shared and issues are tackled collectively.

Failure to genuinely consult can lead to staff feeling disempowered and frustrated and becoming disengaged from the core mission of the school – ultimately to the detriment of our students.

The Agreement concurs, stating: “staff morale and Employee job satisfaction are enhanced where the views of all

Employees are taken into account before decisions are made”.

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”.

Also in the Agreement at Clause 16.1 are the words of Fair Work Commissioner Smith when handing down his judgement in CPSU v Vodafone Network Pty Ltd. They read:

Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual or other relevant persons with a bona fide opportunity to influence the decision maker... Consultation is not joint decision-making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision-making process to be informed, particularly as it may affect the employment prospects of individuals.

Every school must have a Consultative Committee. Not having one is a breach of the Agreement!

It's up to all of us who work in Victorian Catholic education to build a culture of consultation. The Agreement gives us a head start by setting up a formal mechanism for consultation between management and staff. That mechanism – the Consultative Committee – is the focus of this guide.

Every school must have a Consultative Committee. Not having one is a breach of the Agreement! If you don't have one at your school then please contact your IEU Organiser or the IEU office for advice and support to get one up and running.

Similarly, if your Consultative Committee is not running as it should, contact the IEU for support. This booklet provides an overview of how Consultative Committees work and a guide to using them to create positive change in your workplace.



WHO IS ON THE CONSULTATIVE COMMITTEE?

The structure of the Consultative Committee is set out in Clause 16.2(a).

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

- Principal
- Two principal 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.

There is no prescribed requirement that the principal chair the Committee – often it's best to agree that someone else chair meetings so they are clearly distinguished from normal staff meetings.

ALTERNATIVE STRUCTURES

In very small primary schools the default structure might lead to almost everyone being on the Committee, in which case an alternative structure may be more appropriate.

Where an alternative structure is proposed, it must be approved by a majority of staff. The Agreement model applies unless, and until, there is an agreed alternative. **The IEU must be given two weeks' notice prior to any vote being taken on an alternative structure.**

PROXIES

Each member of the Committee may nominate a proxy. If the Committee member is unavailable or on leave it is important to have a colleague in place, ready to step up.

TERM OF OFFICE

The term of office for a Consultative Committee is from one year to a maximum of three years. Where members need to be replaced, the same process through which they were originally elected should occur.

WHAT DOES YOUR CONSULTATIVE COMMITTEE DO?

Your Consultative Committee provides a direct means for you and your colleagues to contribute to the way in which your school is run, through the creation of a forum where recommendations can be made to the principal on matters including:

- **Teacher workloads**, including the application of the 30+8 workload model (see p.19) and planning for the accrual and acquittal of time in lieu (see p.20).
- **Workloads for all other staff.** For the first time, this Agreement gives the Consultative Committee the power to examine and make recommendations around workload issues for other staff including education support staff and deputy principals.
- **Class sizes**, including approval to exceed limits in exceptional circumstances, and practical classes.
- **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.

Members of staff elected to the Committee have a vital role to play in accurately and effectively representing staff. Committee members must be given the opportunity and the necessary time to consult with their colleagues to ensure that views presented to the principal reflect staff opinion.

CONSULTATION FOR ALL STAFF

Consultation is not limited to teachers. This Agreement for the first time clarifies that workload issues for all staff should be considered through Consultative Committees.

Two important points are made at Clause 9.2 of the Agreement:

- No Employee shall be required to perform an unfair, unreasonable or excessive workload. In making determinations about the allocation of work, the Employer shall attempt to provide for equitable workloads.*
- The Employer will consult with Employees about workload at Consultative Committee meetings in accordance with clauses 16.2 and 16.3.*

This means that the Consultative Committee now has the capacity to consider and make formal recommendations around issues affecting Education Support Staff and School Services Officers, such as the scheduling of leave, preparation time, student supervision tasks, work performed during non-teaching weeks, rostering, sharing of tasks and so on.

The Committee can also consider and make recommendations relating to the workload of Deputy Principals. This is particularly important in ensuring that the introduction of time in lieu for teachers does not simply displace additional work to DPs.

Some consideration should be given to how to ensure that Consultative Committees are informed about and equipped to deal with these issues.

Possible strategies could include:

- Ensuring that one of the staff / union Reps on the Committee is an ES / SSO
- Arranging that for some meetings a teacher Rep swaps with ES / SSO proxy reps
- Convening a separate regular meeting of Consultative Committee Reps with ES / SSO staff to discuss workload issues in advance of Consultative Committee meetings
- Inviting Deputy Principals to raise workload issues or concerns with Consultative Committee Reps.

CHECKLIST

- ✓ Does your workplace have a functioning Consultative Committee?

- ✓ Have staff/IEU nominees been elected or fairly chosen for a term between one and three years? (p.6)

- ✓ Does the Consultative Committee meet regularly? (p.12)

- ✓ Is your Consultative Committee involved in annual planning for time in lieu for teachers? (p.20)

- ✓ Does the Consultative Committee meet in Term 4 to make recommendations for the efficient use of staff meetings in the following year? (p.30)

- ✓ Are workloads for Education Support Staff, School Services Officers and Deputy Principals considered by the Consultative Committee? (p.8)

- ✓ Are meetings held during or adjacent to the school day at times which allow all nominees to participate? (p.12)

- ✓ Are staff/IEU nominees provided with relevant information, documentation, and sufficient time to allow them to consult with and represent the views of their colleagues? (pp.12-16)

- ✓ Does 'consultation' in your workplace adhere to the definition found in the Agreement? (p.4)

- ✓ Does your Consultative Committee have genuine input into workload allocation and how time in lieu works at your school? (pp.19-20)

- ✓ Has your Consultative Committee developed clear and reasonable protocols for staff emails and other communication protocols, including with parents and after hours? (p.28)

WHAT'S NEW IN THE 2022 AGREEMENT

The 2022 Agreement contains important improvements to many types of leave, classifications and salaries for ES staff and improves many other conditions, from the introduction of 'flexible leave' to stronger redundancy and Accident Make Up Pay entitlements.

However, the defining feature of the 2022 Agreement was the biggest change in workload regulation ever negotiated. After extensive consultation with members, including a major independent workload review which revealed that 93% of teachers had experienced a "dramatic" escalation of workload, a suite of changes was introduced.

Highlights include:

- **Scheduled Class Time reductions** of 1 hour in 2023 and a further half-hour in 2024 - the biggest reductions to SCT in decades
- **Limits to before- and after-school meetings** of two hours per week (no more than one hour per day)
- Annual **extras allocation reduced** to 10 hours in 2023, 5 hours in 2024, then eliminated in 2025
- **Regulation of teacher working hours** through the 30+8 model, providing teachers with more control over their time
- **Time in lieu** for any employer-directed work outside the 38-hour week
- **Stronger consultative provisions**, which you'll read about in this guide
- Commitments to better manage workloads and administrative burdens and limit spread-of-hours for **part-time staff**.

There are important changes to the governance of Consultative Committees:

- Three members of the Consultative Committee (rather than an outright majority) can now make a proposal or recommendation to the principal. This deals with the 'deadlock' situation in previous Agreements in which the three employer representatives could veto a proposal put by the three staff and union representatives.
- Decisions made by the principal contrary to the recommendations of the Consultative Committee

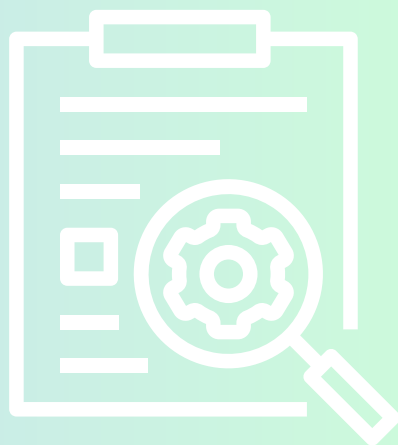
The defining feature of the 2023 Agreement was the biggest change in workload regulation ever negotiated.

now cannot be implemented until written reasons have been provided to staff.

- Minutes and decisions must now be made available to all staff.
- Staff and union representatives on the Consultative Committee are now entitled to one day of paid leave to attend training run by the IEU.
- Consultative Committees now have explicit jurisdiction to deal with workload issues for all employees, not just teachers (see previous page).

The significant improvements won by IEU members in the 2022 Agreement operate together to tackle workload intensification in our schools.

Consultative Committees play a pivotal role in ensuring that these wins are correctly implemented.



SCHEDULING AND PLANNING FOR MEETINGS

Some Committees meet each term; others schedule meetings for critical decision-making times throughout the year.

Meetings can be called at any time by the principal or by any three members of the Committee.

The Agreement requires that the 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. Annual planning for TIL is undertaken at the end of the previous year or prior to the beginning of the school year.

Be proactive about this: take charge of the process by setting a meeting schedule, with planned agendas for the year.

Clause 16.3 (c) requires that Consultative Committee meetings be held within or adjacent to the school day.

Attendance at Consultative Committee meetings is employer-directed work. For Reps employed as teachers, Consultative Committee meeting time and related work either falls within the

8 weekly hours of employer-directed time or attracts time in lieu. For ES/SSO Reps, Consultative Committee meetings and related work outside of normal working hours should be considered to be overtime.

Consultative Committee Reps must be provided with the time and resources necessary to seek staff input into decision making. This will vary according to the size of the workplace and the matters being considered - but it's important that this role does not increase an individual's overall workload.

NOTICE OF MEETINGS

Reasonable notice of meetings must be given, and the agenda, motions and relevant papers should be circulated in advance to allow consultation to occur prior to the meeting. What constitutes reasonable notice depends on factors including other pressures staff are facing at a particular time, the size of the staff, the number of part-timers, the number of campuses, prevailing workload issues such as parent/teacher interviews and school camps.

STRATEGIES

To develop effective strategies before you go into consultation:

- Use email or a surveying tool to outline and seek feedback on the issue being examined. Keep in mind that two Reps speak on behalf of the IEU sub-branch and one on behalf of the whole staff (including IEU members), so two different email lists may be required.
- Try to anticipate likely employer responses or demands. This will help formulate your preferred position and may inform your meeting strategy.
- Plan an IEU sub-branch meeting prior to Consultative Committee meetings so all members can have input.
- If you are considering an issue as a sub-branch, formalise the sub-branch position with a motion. This will give the tabled position more legitimacy in the Consultative Committee meeting.
- Make the Committee accountable by asking for time in staff meetings to talk about the consultative processes and current issues.

Once you have brainstormed and agreed on a position, enter the Consultative Committee meeting with a plan.

This should include:

- What you are seeking
- What you are prepared to accept
- Who is going to speak on particular issues.

Reps should stay on the agreed message and remember that their role is to represent their colleagues.

DURING CONSULTATION

In most cases, Consultative Committees are able to constructively discuss issues and negotiate satisfactory outcomes.

However, it is vital that staff Reps have the time to consult with staff and the necessary information to take an informed position.

Reasonable notice of meetings together with the agenda and other relevant information must be provided, and sufficient time must be allowed for staff consultation prior to the meeting.

If this doesn't happen before you go into consultation, you should advise the Chair that this provision has been breached and seek that the meeting be rescheduled or any decisions be deferred until consultation has been possible.

If a new question or issue arises in a Consultative Committee meeting, it's fine to discuss and explore it – but not to expect that it will be resolved on the spot. In this case, Reps should call for another meeting to be scheduled once they have had time to consult and to consider any relevant issues and information.

If you are concerned about the way a meeting is proceeding or believe that the Committee is being pressured to make decision on the run, make your concerns heard and ensure they are noted in the minutes. If this does not resolve the matter, refer to the Dispute Procedures set out in the Agreement at Clause 22 and seek advice from the IEU.

ENSURE FORMALITY

Make sure Consultative Committee meetings are formal. This will help ensure that the consultation process is followed correctly and that decisions are not lost, forgotten or ignored. Hold votes where appropriate and ensure that accurate minutes are taken and distributed and that decisions are clearly communicated.

AFTER CONSULTATION/ DISPUTE RESOLUTION

Once consultation has concluded, the Committee makes a recommendation to the principal. Usually principals are willing to accept the Committee's recommendations.

When a Principal rejects a recommendation put forward by at least three members of the Consultative Committee, the Principal must provide written reasons for the decision to all staff **before** the decision is implemented. Previously, an outright majority of the Committee had to have put forward the proposal and the Principal only had to inform the Committee of their decision.

In some circumstances, where the Committee does not agree with the principal's decision, the matter may be pursued through the dispute settling procedures in the Agreement (Clause 22) which ultimately allows for arbitration at the Fair Work Commission.

The dispute process allows for representation by a union official. If discussions fail to resolve the issue, it

may be referred by either party to the Fair Work Commission for conciliation and/or arbitration.

Minutes of Consultative Committee meetings must be distributed to all staff – but Reps should also report back to their colleagues. Consultative Committee meetings are not confidential and it is important members are kept up to date with developments and have the opportunity to provide feedback, as this will help everyone get involved in the process.

Remember: consultation means a serious attempt to reach understanding and consensus through a fair exchange of views. It doesn't mean that staff get everything they want, but it does mean that through their representatives they are heard and have real input into decision-making. Following a consultative process, it is well worth reflecting on whether this has genuinely occurred. If so, all parties deserve congratulations. If not, new strategies may be required – speak to your IEU Organiser for advice and support.

INFORMATION SHARING

In order to properly perform their role, members of the Consultative Committee must have access to accurate information relevant to any matter under discussion.

The Agreement states at Clause 16.4 that the following information and data should be made available to members of the Consultative Committee:

- Previous year actual result, including:
 - * Recurrent deficit/surplus including recurrent income, private income (including fees) and Government grants (Commonwealth and State)
 - * Recurrent expenditure including salaries and related costs, and other recurrent expenditure
 - * Capital deficit/surplus including capital income, private capital income and Government grants
 - * Capital expenditure, purchases, and capital repayments (Commonwealth)
 - * Bank account balances at end of year.
- Budget for current year with actual fee levels per student for previous year and current year and any

additional information which would have an impact on the financial situation of the school.

- Demographic data, including:
 - * Applications for enrolment and number accepted for each of the last three years
 - * Pupil/teacher ratios for each of the last three years
 - * Details of actual class sizes for previous and current years.

Members of the Consultative Committee can also request other information or documentation relevant to any topic being discussed. This could include, for example, the numbers and allocation of Learning Support staff or the rate of fixed-term contract employment.



ENGAGING WITH THE IEU

IEU Organisers are available to visit schools and meet with members of the Consultative Committee or the whole staff to help schools realise the full potential of their Consultative Committee.

TO FIND OUT MORE

**Contact your Organiser
or call the IEU office on
(03) 9254 1860 / 1800 622 889,
or email info@ieuvictas.org.au**

TEACHER ATTENDANCE REQUIREMENTS

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 will be in attendance at the workplace for a minimum of seven hours daily, commencing no less than 10 minutes before the morning student instructional session, unless otherwise agreed between the Principal and a Teacher.

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

This means that as long as teachers are on site for their scheduled duties, when they don't have scheduled duties they are not required on site and can on occasion leave the workplace during normal working hours.

It's important to take a sensible and collegiate approach to this – problems would arise if every teacher left the workplace whenever they didn't have scheduled duties.

It is reasonable to ask teachers to sign out if they leave the workplace during normal working hours – but this should not be confused with 'asking permission'!

ALLOCATION OF TEACHER WORK

The 2022 Agreement introduces the 30+8 model which better regulates the working week for teachers.

A full-time teacher with maximum scheduled class time is provided with 30 hours per week to undertake work directly related to the learning and teaching program of their classes. This 30 hours includes scheduled class time and class focus time.

CLASS FOCUS TIME

Class focus time is teacher-directed, and includes work directly related to the learning and teaching program of a teacher's classes (such as planning, preparation and assessment).

In order for class focus time to be effectively used for its intended purpose, it should as far as possible be scheduled in usable blocks of time.

There may need to be some flexibility around this, but it is important that every reasonable effort is made to ensure that teachers can make good use of their class focus time. It may be reasonable, for example, to accept that a teacher once or twice a week has a 10 minute

block of class focus time, providing that the remainder of their class focus time is scheduled in genuinely 'usable' blocks of half an hour or more.

Brief breaks between classes or duties or time that a teacher clearly requires to move between different areas or campuses should not be counted as class focus time.

EMPLOYER DIRECTED TIME

The remaining eight hours can be used for employer-directed activities, including lunch-breaks, meetings, student supervision, directed collaboration, whole-school curriculum development, implementation of government education initiatives, employer-directed compliance and professional development and required school events and activities.

Both the 30 hours for learning and teaching focus and the eight hours for employer-directed duties will be adjusted for part-time teachers on a pro-rata basis.

Every school is different, and Consultative Committee provisions in the Agreement recognise that staff and leadership in schools are best placed to negotiate outcomes that best suit their particular workplace.

TIME IN LIEU (TEACHERS)

Consultative Committees are vital to the operation of new workload provisions governing school activities conducted outside normal teacher attendance hours.

Discussions held at the Consultative Committee at the beginning of the school year or end of the previous year determine how time in lieu (TIL) for teachers will be implemented.

The three essential steps to correct TIL are:

1. Plan
2. Accrue
3. Acquit.

Consultative Committees play a vital role in the planning phase, and a proposed annual calendar of activities accruing TIL should be provided to the Consultative Committee for discussion.

Structured activities held outside normal attendance hours which attract TIL include parent-teacher meetings, camps, excursions, school productions, open days, parent information sessions and sport.

Where a teacher is required to attend a school activity outside their normal

attendance hours, and their attendance in that week exceeds 38 hours for a full-time teacher (pro-rata basis for a part-time employee), time in lieu will be provided to that teacher over the course of that school year.

Time in lieu accrues at the rate of 100% (one hour per hour worked), except for attendance at school camps, which is 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. (See Clause 59.3)

All employer-directed 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.

The principal and the teacher may agree to payment for time in lieu owed, at the teacher's ordinary rate of pay.

Unless otherwise agreed between the principal 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 grant time in lieu equivalent to the time owed, commencing immediately, or pay the employee for the time owed at 150% of the employee's normal rate of pay.

Education Support Staff and School Support Officers have fundamentally different and more strictly regulated overtime arrangements, which should not be confused with the new time in lieu provisions for teachers.

The default arrangement for ES/SSO staff is payment for any overtime worked outside their regular contracted hours, with a loading paid on top of their base hourly rate. Time in lieu only applies if mutually agreed.

ES staff cannot be required (but can agree) to undertake more than three hours of overtime on any occasion or to work outside weekday hours of 8am-6pm.

ES & SSO staff may choose, with employer agreement, to take time off during normal hours and make up this time later. Importantly, they cannot be directed to do so. While ES / SSO staff can be directed not to work when there is not meaningful and relevant work (for example on a student-free day), this does not create an obligation on the employee to 'make up' the time later.

END OF YEAR ARRANGEMENTS

Category B ES/SSO staff can only be required to work beyond the last day of attendance for teachers to perform meaningful tasks commensurate with their skills and experience (Clause 21.10), and where the work is safe and appropriately supervised.

The Consultative Committee should consider whether there is relevant, appropriate, and adequately supervised work for Category B staff to undertake after teachers finish for the year. If not, staff cannot be required to work and do not need to have an accumulated time in lieu 'balance' to finish work before the end of the gazetted school year.

CAMPS

ES staff cannot be required to attend school camps due to the above restrictions on required overtime. If they agree to attend, they are entitled to overtime payments (with a 33.3% loading) and/or time in lieu.

The 'on call' rate for camp attendance applies overnight when a staff member is not on duty. When 'on call', entitlements accrue at 50% of the normal rate.

The Consultative Committee has responsibility for:

- Planning for minimum possible class sizes.
- Considering any proposals to exceed class size limits and ensuring that appropriate additional support or resourcing is provided.
- Developing a policy on practical classes (secondary schools – see p.24).

PLANNING

The Agreement states that schools should plan for the minimum possible class sizes through Consultative Committee processes. There is a list of factors which should be taken into account when planning class sizes at Clause 60.2. These include:

- Staff and student safety
- The particular educational needs of students
- Students with special needs or disabilities
- Teacher workloads
- School facilities
- Availability of assistance from other staff
- Pastoral care
- Curriculum and teaching methods
- The financial resources of the school.

CLASS SIZES LIMITS

While the Agreement sets normal class size maximums at 29 students from Prep to Year 10 and 27 at Years 11 and 12, special recommendations to support and resource the classroom teacher should be made by the Consultative Committee where a Prep – Grade 2 class exceeds 26 students or a Grade 3 – Year 10 class exceeds 28 students.

Class size limits can only be exceeded if:

- A majority of the Consultative Committee agrees, AND
- The teacher agrees, AND
- Some other aspect of the teacher's duties is reduced or the teacher is given additional support.

PRIMARY AND SECONDARY ISSUES

PRIMARY SCHOOLS

SCHEDULED CLASS TIME

A full-time primary school teacher can be allocated a maximum of 21.5 hours of scheduled class time each week in 2023, then 21 hours per week from 2024 onwards. This is a reduction from 22.5 hours per week in the previous Agreement.

Scheduled Class Time can be averaged over a school term, provided that the limits above are not normally exceeded by more than 90 minutes per week.

Teachers in their first year of experience should be given a reduced teaching load of no more than 20 hours of scheduled class time per week in 2023, and 19.5 hours per week in 2024 and subsequent years.

Clause 60.3 of the Agreement details what counts as part of scheduled class time and what doesn't. It includes "all scheduled classes allocated to the teacher from the time that students are required to be in attendance" and "any sport/activity sessions allocated to the Teacher which are scheduled during normal class time".

The Consultative Committee has responsibility for granting approval to vary limits on scheduled class time.

CLASSROOM SUPERVISION – BEFORE SCHOOL AND SUPERVISED EATING

It is common for primary teachers to be in their classrooms supervising students before the commencement of class, or for them to supervise their students while they eat. If these expectations are set by the school, then this time must be considered part of the 8 weekly hours of employer-directed duties under the 30+8 model.

SECONDARY SCHOOLS

SCHEDULED CLASS TIME

A full-time secondary school teacher can be allocated a maximum of 19 hours of scheduled class time each week in 2023, 18.5 hours per week from 2024 onwards. This is a reduction from 20 hours per week in the previous Agreement.

Scheduled Class Time can be averaged over a school term or semester, provided that the limits above are not exceeded by more than one hour in any given week, or 2 hours with the agreement of the teacher.

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Teachers in their first year of experience should be given a reduced teaching load of no more than 17 hours of scheduled class time per week in 2023, and 16.5 hours per week in 2024 and subsequent years.

Scheduled class time includes homeroom duties and any sport/activity sessions allocated to the Teacher which are scheduled during normal class time. For the first time, this Agreement clarifies that all scheduled assemblies are part of Scheduled Class Time.

The Consultative Committee has responsibility for granting approval to vary limits on scheduled class time.

EXTRAS

An extra in a secondary school is defined as any class taken by a teacher which is in addition to the maximum number of hours of scheduled class time (see above).

An important workload win in this Agreement is the phasing out of extras. Except by mutual agreement, the total annual allocation of extras for a teacher is reduced from 14 hours in 2022 to 10 hours in 2023 and five hours in 2024. From the 2025 school year, teachers cannot be required to take extras.

During this period of phasing out extras, schools must maintain equity of workload across staff, and records should be kept of the allocation of additional yard duties and homerooms. Consultative Committees should develop local policies on extras which factors in equity of distribution, individual staff preferences and pastoral care issues.

PRACTICAL CLASSES

In every secondary school the Consultative Committee is required to develop a policy which upholds its school's duty of care on practical classes.

A practical class includes a subject or course where the use of equipment or material of a potentially dangerous nature is involved and/or a class in which students are undertaking manual tasks requiring greater individual supervision of the classroom activity. At Clause 60.2(f), the Agreement requires schools to plan for the minimum practical class sizes possible given available resources.

OTHER DUTIES

INDUCTION

Under the Agreement, schools are required to provide an induction program for all new staff. The nature of the induction program will vary depending on the role of the new employee and their experience.

There are workload implications for both the new staff member and those providing induction training and the Consultative Committee should have some input into how their school's induction program is managed and implemented.

Don't forget – graduate teachers must be allocated a reduced load in their first year of teaching!

REPORT WRITING TIME

Report writing time is possibly the heaviest workload period that most teachers face. Consultative Committees can ensure that workload is manageable through measures including:

- Ensuring that there are no meetings or co-curricular activities scheduled in the lead up to the reporting deadline
- Ensuring that a student-free day for report-writing is scheduled at the time it would be most useful (important note: this is NOT a day for time in lieu acquittal!)
- Employing CRTs to provide teachers with additional writing time
- Streamlining reporting requirements for staff by ensuring, for example, no double up on verbal / written reporting to parents
- Outsourcing proof-reading of reports.

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YARD DUTY

Schools have a duty of care to students and must provide adequate staff to supervise during breaks as well as before and after school.

Yard duties must be allocated equitably and according to the 30+8 model and be included as part of a staff member's eight directed hours per week.

Where possible staff should have a break on at least one side of the duty. The Consultative Committee should work with leadership to minimise the workload impact of yard duty on staff.

Questions that should periodically be asked include:

- Does every area of the school need to be accessible to students (and therefore supervised) at all times?
- Can suitably classified ES assist with yard duties during their paid hours of work?
- Are all registered teachers allocated an equitable yard duty load (including the school leadership group)?

PARENT/TEACHER MEETINGS

Parent/teacher meetings are vital, but also create workload pressures for teachers, who must teach their usual classes while completing assessments in the lead-up to interviews.

Consultative Committees must ensure staff have a say on how parent/teacher nights are scheduled and run to help minimise workload pressures for teachers.

They should also ensure appropriate time in lieu arrangements for these events are worked out at the end of the previous year or before the beginning of the current school year.

Possibilities to assist teachers with parent/teacher meetings include:

- Scheduling student-free days either before or after parent/teacher interviews.
- Arranging CRT staff to free up teachers for interviews in school time.
- Engaging with parents about the best times for meetings. Flexible working arrangements for parents may mean some prefer the meeting to be held during the day rather than in the evening.
- Not scheduling other after-school meetings in the week preceding or in the same week as parent/teacher meetings.
- Consideration of late starts on the day of the meetings or, better still, on the day after parent/teacher night.
- Scheduling a break between the school day and the first of the interviews.
- Allowing flexibility for 'remote' interviews to be held.

PARENT TEACHER INTERVIEW AND PART-TIME TEACHERS

The IEU agrees that part-time teachers have a professional obligation to report about the students they teach but this does not translate into a blanket requirement to attend all parent/teacher interviews. The employer must consult with the part-time teacher about how they can fulfil the reporting requirement within their 30+8 model hours.

If parent/teacher interviews are held at times during the school day when the teacher usually works, then the teacher will have no problem attending.

If the interviews are held during school hours on a day the teacher does not usually work, they must be consulted about appropriate arrangements. For example, the teacher might agree to speak with parents at some other time, or to come in on a day they don't usually work, for which of course they would be paid.

Consultative Committees have the right to provide recommendations on 'staff email and other communication protocols, including with parents and after hours'. See Clause 16.3.

This is important because the rise of round-the-clock communications and increasing expectations from parents can, if unchecked, present a significant workload and wellbeing issue for teachers and other staff.

Consultative Committees should make recommendations which ensure that:

- Email and other forms of electronic communication do not create an excessive or unreasonable workload for staff.
- There is no expectation that staff read or respond to emails or other electronic communications outside of normal working hours. Ideally staff should be encouraged to 'switch off' and to avoid monitoring work communications outside of normal working hours.
- Staff (including leadership) avoid sending internal electronic communications outside of agreed

hours (for example, 8am–5pm).

- Unnecessary, excessive, or repeated communications are minimised. Initial steps towards this could include an audit and streamlining of 'official' bulletins, alerts, and emails as well as the circulation of guidelines for staff around the use of internal emails.
- All members of the school community (including parents) are made aware that staff are not 'on call' outside of normal school hours.

Consultative Committees should endeavour to make the school community aware of any communications protocols and, importantly, how to avoid 'expectations creep' over time.

POSITIONS OF LEADERSHIP



The Consultative Committee should make recommendations about the structure and types of PoLs, role descriptions, tenure, allowance level, time release and method of appointment. See Clause 62.

The IEU sub-branch and school leadership should examine the needs of students and the school, and career paths for teachers, when determining PoL structure. Some schools have policies on appointments detailing where PoLs are advertised, hiring criteria and who should be on the interview panel.

The Consultative Committee can recommend the following to the principal about PoL arrangements:

- The structure of Positions of Leadership in the school
- Their nature and role
- The method of appointment
- Their tenure
- The level of allowance
- The time release to apply
- The amount of the pool to be expended on time release.

Consultative Committees oversee recommendations ‘in relation to the arrangements and schedule of meetings for teachers for the following school year, with a focus on maximising the efficient use of meeting times’.

Clause 16.3(e) of the Agreement requires that a Consultative Committee meeting be held in Term 4 each year to consider this and make recommendations. We all know that teachers are (extremely!) busy – and inefficient meetings can chew up valuable planning, marking or collaboration time.

Key questions to consider when making recommendations about meeting times include:

- How does this meeting fit into the 30+8 model for our school?
- How often are staff meetings actually required?
- What matters can be dealt with through other means (such as email) rather than in physical meetings?
- How can meetings be kept on topic and to time? Who is responsible for ensuring this?

- How can the meeting schedule ensure equity for part-time staff?
- Can meetings be attended remotely or recorded so that those absent can ‘catch up’ later?

It’s important that staff inform these discussions and receive a report back on recommendations and decisions made. Remember, if the principal elects not to follow a Consultative Committee recommendation, reasons for this must be provided in writing to the entire staff.

PLANNING AHEAD

With most Consultative Committees operating over a three-year period, schools must look ahead.

There are issues dealt with every year such as time in lieu, matters that are cyclical such as PoL reviews; and issues which schools deal with on an ad-hoc basis, such as changes to teaching allocations or timetables, and any other matters which affect workloads.

SAMPLE CONSULTATIVE COMMITTEE PLANNER

Term 1

Review of:

- Class sizes for current year.
- Time in lieu arrangements (refer to Clause 59.3).
- Scheduled class time and release time (primary).
- Adjustments for any overloaded teachers.
- Confirm or adjust agreed meeting schedule for the year.
- Look at workload peaks for Term 1 and for the remainder of the year – plan around them.
- Other policies under development or review (e.g. email policy, practical class policy). Develop a timeline for this matter to be finalised in Term 4

to allow implementation in the following year.

Term 2

- Check the operation of TIL and 30+8 for Term 2 as well as remainder of the year.
- Review any change to PoL holders.
- Continue work on agreed issue or policy.

Term 3

- Review feedback on the operation of TIL and 30+8 and suggest solutions/improvements.
- Review semester 2 teaching allotments and any potential changes to workloads.
- Continue work on agreed issue or policy and ensure timeline is still practical.

Term 4

- Review meeting and TIL arrangements and schedule for the forthcoming year.
- Review and consider the TIL implications and timing of timetabled activities such as parent/teacher interviews, camps and extra-curricular programs.

RELEVANT CLAUSES FROM THE CATHOLIC EDUCATION MULTI- ENTERPRISE AGREEMENT 2022

Find the full text of the Agreement at www.ieuvictas.org.au

9.2 Workload/Consultation

(a) Workloads and consultation for Teachers are set out in clauses 16 and 60. This clause applies in respect of all other Employees.

(b) No Employee shall be required to perform an unfair, unreasonable or excessive workload. In making determinations about the allocation of work, the Employer shall attempt to provide for equitable workloads.

(c) The Employer will consult with Employees about workload at Consultative Committee meetings in accordance with clauses 16.2 and 16.3.

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.

16 Consultation

16.1 Purpose of consultation

(a) These agreed procedures set out a process for registered primary, secondary and special schools.

(b) The parties acknowledge that staff morale and Employee job satisfaction is enhanced where the views of all Employees are taken into account before decisions are made. The aim of this Agreement is 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.

(c) The Principal, as the Employer's representative, has ultimate administrative and operational responsibility for decisions made at the school level, provided that these decisions are made in accordance with the consultation principles outlined in this clause.

(d) "Consultation" means a serious attempt through a fair exchange of views is made in order to reach an understanding and consensus. For the purpose of this clause, the parties adopt the following comments made by Smith C. in *CPSU, the Community and Public Sector Union v Vodaphone Network Pty Ltd* (Print PR911257) "Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker ... Consultation is not joint decision making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision-making process to be

informed, particularly as it may affect the employment prospects of individuals.”

(e) The Principal is responsible for the teaching and learning process within the school.

The Principal meets this responsibility in collaboration with staff through a process of consultation, including with the Consultative Committee, in respect to class size, Scheduled Class Time and Positions of Leadership.

(f) Consultation about class sizes, workloads and Positions of Leadership occurs having regard to the professional expectations of Teachers including the following:

- (i)** teaching the curriculum;
- (ii)** curriculum development, preparation, assessment, record keeping and reporting;
- (iii)** student pastoral care and supervision;
- (iv)** meetings and administration;
- (v)** professional development;
- (vi)** co-curricular activities;
- (vii)** professional collegial activities; and
- (viii)** contributing to the mission of Catholic education.

(g) The factors which impinge on the professional expectations of Teachers and influence the workload of an individual include:

- (i)** class size;
- (ii)** curriculum mix;
- (iii)** range of ability of students;
- (iv)** age of students;
- (v)** special needs students;
- (vi)** resources and facilities available;
- (vii)** availability of specialist and/or support staff and school culture.

16.2 Consultative Committee

(a) There shall be a Consultative Committee in each school which will be either, that agreed between the Principal and the majority of staff, or a Committee comprising:

- (i)** the Principal;
- (ii)** two nominees of the Principal;
- (iii)** two nominees of the Union;
- (iv)** one staff nominee elected by and from the total staff.

(b) In a multi-campus school the composition of the Consultative Committee may include representatives from each campus, provided the total composition retains the same balance of representatives as a single-campus school.

(c) The specified model will apply unless and until there is an agreed alternative. The Union will be given two weeks’ notice prior to a vote being taken.

(d) Each member may choose to have a proxy.

(e) The term of office of members and the duration of the model agreed shall be decided at the school but shall be for a minimum of one year and a maximum of three years.

16.3 Procedures

(a) Meetings of the Consultative Committee may be called by the Principal or by at least three members of the Committee at any time.

(b) The Consultative Committee shall meet each year as often as required.

(c) Consultative Committee meetings will be held within or adjacent to the school day.

(d) The Consultative Committee shall provide recommendations or proposals to the Principal prior to the Principal, as the Employer’s representative, making decisions on the following issues:

- (i)** class sizes;
- (ii)** scheduled class time;
- (iii)** total workloads for Teachers including meetings, Parent/Teacher meetings and extra/co-curricular duties;
- (iv)** staff email and other communication protocols, including with parents and after hours;
- (v)** Positions of Leadership.

(e) The Consultative Committee will meet in Term 4 in accordance with clauses 16.3(b) and 16.3(c) to discuss and make recommendations to the Principal in relation to the arrangements and schedule of meetings for Teachers for the following school year, with a focus on maximising the efficient use of meeting times.

(f) Reasonable notice of meetings will be given and the agenda, motions and relevant papers shall be distributed in sufficient time to allow consultation prior to the meeting.

(g) Minutes of the meeting shall be made available to the members of the Consultative Committee within two weeks of the date of the meeting. The minutes will contain decisions made and any recommendations/advice contrary to the decision. The minutes will be made available to staff.

(h) Where a Principal makes a decision which is not consistent with a proposal or recommendation (if a recommendation is made) put forward by at least three members of the Consultative Committee, the Principal shall provide to staff, in writing, the reasons for the decision. The decision will not be implemented by the Principal until the reasons have been provided in writing to staff.

(i) Where the Committee decides that insufficient consultation has taken place, this concern should be taken up formally with the Principal.

(j) Where a grievance arises in relation to the operation of the Committee, clause 22 will apply.

16.4 Information Sharing

To facilitate the consultative process, relevant financial, enrolment and resource details should be provided to members of the Consultative Committee by the Principal. The following clauses list data that should be provided:

(a) Previous year actual result

(i) recurrent deficit/surplus including recurrent income, private income (including fees) and Government grants (Commonwealth and State);

(ii) recurrent expenditure including salaries and related costs, and other recurrent expenditure;

(iii) capital deficit/surplus including capital income, private capital income and Government grants;

(iv) capital expenditure, purchases and capital repayments (Commonwealth); and

(v) bank account balances at end of year.

(b) Budget for current year with actual fee levels per student for previous year and current year, and any additional information which would have an impact on the financial situation of the school.

(c) Demographic data

(i) applications for enrolment and number accepted for each of the last three years;

(ii) student–Teacher ratios for each of the last three years; and

(iii) details of actual class sizes for previous and current years.

22 Dispute procedures

22.1 Dispute settling procedure

Where there is a dispute between an Employee (or Employees) and the Employer about:

(a) the application or interpretation of this Agreement (the matter in dispute); or

(b) the National Employment Standards; the following procedures will apply.

22.2 Procedure Step 1

Every attempt shall be made to resolve a dispute, in the first instance, by discussions between the individual(s) directly involved at the workplace and the Employer. This does not preclude the right of either party to seek advice from outside the workplace, nor does it necessitate such an approach where this is impracticable.

22.3 Procedure Step 2

When a dispute is not resolved by Step 1, the Employee or the Employer may each seek the assistance of a representative in order that a further attempt can be made to resolve the matter. The Employee representative may include a union official or union delegate.

22.4 Procedure Step 3

(a) In the event that Steps 1 and 2 fail to resolve the matter, it may be referred by either party to the Commission for its assistance

in resolving the matter by conciliation. The matter should not be referred by either party to the Commission prior to the completion of Steps 1 and 2.

(b) Until the dispute is determined, work shall continue normally in accordance with the custom or practice existing before the dispute arose, while discussions take place.

(c) No party shall be prejudiced as to the final settlement by the continuance of work. Health and safety matters are exempted from this sub-clause.

(d) Where the matter is not resolved by conciliation, either party may request that the Commission arbitrate the matter in dispute. Any such arbitration shall be subject to and in accordance with this clause.

(e) In arbitrating the dispute the Commission may only:

(i) give directions about the process to be followed within the school to resolve the matter in dispute; and/or

(ii) determine the matter in dispute consistent with the limits or standards set by the relevant provisions of this Agreement.

40 Trade Union training leave

Paid leave for trade union training will be available in each school for the designated Union representative, and paid leave for trade union training on the Consultative Committee will be available for employee representatives on the consultative committee, subject to it being:

(a) Taken at a time mutually agreed with the Principal;

(b) Limited to one day per school per year; and

(c) Non-cumulative.

59 Hours of work

59.1 Teachers

(a) Subject to clause 60.1, the hours of work for Teachers shall consist of an average of 38 hours per week averaged over a school term plus reasonable additional hours, (pro-rata for part-time Teachers).

(b) The parties agree that:

(i) 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.

(ii) Subject to clause 59.1(b)(v), Teachers will be in attendance at the workplace for a minimum of seven hours daily, commencing no less than ten minutes before the morning pupil instructional session, unless otherwise agreed between the Principal and a Teacher.

(iii) In addition to the attendance requirements set out in clause 59.1(b)(ii), Teachers may be required to undertake other duties for up to three hours per week, including attendance at meetings provided that not more than two hours of the three hours are used for meetings.

(iv) Meetings held beyond the attendance requirements in clause 59.1(b)(ii) will be adjacent to the seven hours of daily attendance and will not exceed one hour per meeting, unless otherwise agreed using the consultative provisions in clause 16 of this Agreement.

(v) Teachers may absent themselves from the attendance requirements in clause 59.1(b)(ii) when they are not required to participate in scheduled duties.

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 according to the proportion of scheduled class time in accordance with the following formulas:

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

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

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 is 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% during 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.

59.4 Part-time Teachers

(a) The number of hours of scheduled class time and duties of a part-time Teacher shall be set out in writing by the Employer at the time of engagement and at any other time when a variation occurs, subject to clause 15.1.

(b) The Employers will endeavour to minimise the numbers of days over which a part-time Teacher must work their FTE.

(c) A part-time Teacher shall be expected to undertake a proportional number of duties normally expected of a full-time Teacher in that school, e.g. yard supervision, staff meetings, etc.

(d) The Employer and the part-time Teacher will consult regarding arrangements for attendance at parent-Teacher meetings.

(e) Where an Employer requires and the part-time Teacher agrees to work ad hoc additional hours, the Teacher shall be paid for each additional hour or part thereof at that Teacher's normal part-time hourly rate of pay plus a loading of 18%. Such additional hours worked under this arrangement shall not result in proportionate adjustments to other

entitlements under any other clause in this Agreement.

(f) In determining whether additional hours that an Employee is required or requested by an Employer to work under clause 59.4(e) are reasonable additional hours, all relevant factors must be taken into account. Those factors may include, but are not limited to, the following:

(i) any risk to the Employee's health and safety that might reasonably be expected to arise if the Employee worked the additional hours;

(ii) the Employee's personal circumstances (including family responsibilities);

(iii) the operational requirements of the workplace, or enterprise, in relation to which the Employee is required or requested to work the additional hours;

(iv) any notice given by the Employer of the requirement or request that the Employee work the additional hours;

(v) any notice given by the Employee of the Employee's intention to refuse to work the additional hours;

(vi) whether any of the additional hours are on a public holiday; and

(vii) the Employee's hours of work over the four weeks ending immediately before the Employee is required or requested to work the additional hours.

Note: An Employee and an Employer may agree that the Employee may take breaks during any additional hours worked by the Employee.

60 Workload

60.1 Workload/Consultation

(a) No Teacher covered by this Agreement shall be required to perform an unfair, unreasonable or excessive workload. In making determinations about the work of Teachers the school shall attempt to provide for equitable workloads across the school and among Teachers.

(b) The provisions relating to school level consultation about class sizes, scheduled

class time (including limits) and Positions of Leadership are contained in clauses 16 and 60.

60.2 Class sizes

(a) Having regard to resources and facilities schools should plan for the minimum class sizes possible. As part of the planning processes Consultative Committees should take into account:

(i) the particular educational needs of the students;

(ii) students with special needs or disabilities;

(iii) the pastoral care consequences for students;

(iv) the school curriculum including the nature of the subject and the methods of teaching used;

(v) the possibility to optimise student learning opportunities through varied forms of teaching arrangements such as team teaching, lecture/tutorials;

(vi) the quality of education possible in large classes;

(vii) the age and development of students;

(viii) the balance between class size and teaching loads and the comparability of work;

(ix) workloads of the Teachers;

(x) the support staff both teaching and non-teaching available to assist with the class;

(xi) the facilities available;

(xii) the goals established by the school with respect to class size;

(xiii) the financial resources available to the school;

(xiv) the safety needs of staff and students; and

(xv) the access of Catholic students to the school.

(b) Unless agreement is reached to the contrary the following class size limits shall apply:

(i) 29 in Preparatory to Year 10;

(ii) 27 in Years 11 and 12 classes.

(c) The Consultative Committee must make special recommendations with regard to support and resourcing for a classroom Teacher where:

(i) a P-2 class exceeds 26; or

(iv) a 3–10 class exceeds 28.

(d) Such special recommendations shall take into account the resource levels of the school and the resource levels already provided to the Teacher involved.

(e) The limits in clauses 60.2(b) and 60.2(c) may be exceeded with the agreement of the Teacher and the agreement of a majority of the Consultative Committee and either a reduction in some other aspect of the Teacher's duties or some additional support for that Teacher.

(f) Secondary schools should plan for the minimum practical class sizes possible given available resources. The Consultative Committee will develop a policy regarding practical class sizes. A practical class includes a subject or course where the use of equipment and/or material of a potentially dangerous nature is involved and/or a class in which students are undertaking manual tasks requiring greater individual supervision of the classroom activity. The policy will include:

- (i) identification of practical classes;
- (ii) staff and student health and safety;
- (iii) available facilities;
- (iv) provision of assistance, e.g. non-teaching staff;
- (v) the nature of the activities;
- (vi) the nature of the equipment used;
- (vii) the maturity and competence of the students; and
- (viii) the capabilities of the Teacher to provide expert supervision.

60.3 Scheduled class time

- (a) Scheduled class time includes:
- (i) all scheduled classes allocated to the Teacher whether that class consists of a single student or a group of students;
 - (ii) any sport/activities sessions allocated to the Teacher which are scheduled during normal class time;
 - (iii) scheduled home room duties (secondary schools);

(iv) in primary schools, all scheduled classes allocated to the Teacher from the time that students are required to be in attendance; and

(v) scheduled assemblies.

(b) While included in professional expectations, the following are not part of scheduled class time:

- (i) any sport sessions taken by the Teacher outside normal school time;
- (ii) staff meetings;
- (iii) the time that Teachers are in classrooms other than the times that students are required to be in attendance;
- (iv) student recess and lunchbreaks;
- (v) the time spent outside normal school time on school camps, excursions, etc.;
- (vi) yard supervision, bus duty, etc.;
- (vii) extras (secondary schools).

60.4 Limits

(a) In primary schools, full-time Teachers may be allocated a maximum scheduled class time of:

- (i) 21.5 hours per week; and
- (ii) 21 hours per week in the 2024 school year and subsequent years.

(b) In secondary schools full-time Teachers may be allocated a maximum scheduled class time of:

- (i) 19 hours per week.
- (ii) 18.5 hours per week in the 2024 school year and subsequent years.

Where a school operates a cyclical timetable, scheduled class time shall not exceed the equivalent of the applicable maximum weekly scheduled class time for a full-time Teacher.

(c) In schools where Teachers teach across primary and secondary classes, the Consultative Committee can vary the scheduled class time limits for those Teachers.

(d) Part-time Teachers shall be allocated a pro-rata amount of scheduled class time.

60.5 Variation of limits

(a) The limits on scheduled class time may be

exceeded for individual Teachers subject to:

- (i) agreement from that Teacher;
- (ii) agreement from the Consultative Committee; and
- (iii) a reduced load in some other aspect of that Teacher's duties.

60.6 Averaging

(a) Primary schools:

The total scheduled class time per week in clause 60.4 may be averaged over the term, save that it cannot normally be more than:

- (i) 23 hours in any one week; and
- (ii) 22.5 hours in any one week in the 2024 school year and subsequent years.

(b) Secondary schools:

The total scheduled class time per week in clause 60.4 may be averaged over the terms of semesters in a school year save that the maximum in any one term or semester shall not exceed the following:

- (i) 20 hours in any one week or 21 with the agreement of the Teacher; and
- (ii) 19.5 hours in any one week or 20.5 with the agreement of the Teacher in the 2024 school year and subsequent years.

If averaging over a year is proposed in terms of this clause, then such a proposal shall first be the subject of consultation with the Consultative Committee and recommendation to the Principal.

60.7 Extras in secondary schools

(a) An extra in a secondary school is defined as any class taken by a Teacher which is in addition to maximum number of hours of scheduled class time in clause 60.4(b). These extras do not include classes which are taken in lieu of a Teacher's scheduled classes.

(b) Unless a Teacher agrees, the maximum number of extras per annum for full-time Teachers is as follows (with no more than one extra per week):

- (i) 10 hours in the 2023 school year
- (ii) 5 hours in the 2024 school year

(iii) no extras in the 2025 school year and subsequent years.

(c) Part-time Teachers shall have a pro-rata maximum.

(d) Extras in secondary schools are part of Class Focus time as defined in clause 59.2(b).

(e) The Consultative Committee shall develop a local policy on extras which shall give consideration to the following factors:

- (i) equity of distribution;
- (ii) individual staff preferences; and
- (iii) pastoral care issues.

60.8 Teachers in their first year of experience

(a) In primary schools, first-year Teachers may be allocated the following maximum number of hours of scheduled class time per week averaged over a term:

- (i) 20 hours; and
- (ii) 19.5 hours in the 2024 school year and subsequent years.

(b) In secondary schools, first-year Teachers may be allocated the following maximum number of scheduled class time hours per week averaged over a term:

- (i) 17 hours; and
- (ii) 16.5 hours in the 2024 school year and subsequent years.

61 Positions of Leadership

61.1 Positions of Leadership – structure and appointment

(a) Each school will have the flexibility to determine its own promotion structure within the Positions of Leadership pool arrangements.

(b) The Consultative Committee shall make recommendations to the Principal concerning:

- (i) the structure of Positions of Leadership in the school;
- (ii) the nature and role of those positions;
- (iii) the method of appointment;
- (iv) the tenure of the positions;
- (v) the level of the allowance to apply to each

position or the amount of any other allowance;
 (vi) the time release to apply to each position;
 (vii) the amount of the pool (up to a maximum of 15% in secondary and 20% in primary) to be expected on time release.

(c) The Principal selects and appoints staff to the Positions of Leadership.

61.2 Positions of Leadership – pool arrangements

(a) Each school shall expend a minimum amount on Positions of Leadership. The minimum size of the Positions of Leadership pool will be calculated on the basis of the number of students.

(b) The amount per student will be as follows from the commencement of the school year as follows:

Level	2023	2024	2025
Primary – 150 or more	\$100	\$103	\$106
Primary – less than 150	\$139	\$143	\$148
Secondary	\$145	\$150	\$155

(c) In schools with Primary and Secondary classes, the Consultative Committee shall make a recommendation on whether there should be either two separate primary/secondary pools or one combined pool.

61.3 Positions of Leadership – Allowances

(a) Subject only to the following provisions of this clause, the Position of Leadership Allowances set out in Schedule 10 will be payable.

(b) The Consultative Committee shall be able, by majority decision, to recommend another amount as the allowance for a position, except that it cannot recommend a minimum allowance less than Position of Leadership 1 except where an amount less than this figure remains in the pool. These amounts shall be adjusted by the same percentage on the same dates as the amounts prescribed for the Position of Leadership 4.

61.4 Positions of Leadership – Tenure

(a) The Consultative Committee shall recommend a period of limited tenure for all appointments of between two to five years.

(b) Where an incumbent Position of Leadership holder resigns from a position prior to the end of the period of tenure, the Principal may appoint a replacement to that position for the duration of the original appointment.

(c) Where an Employee's Position of Leadership is not going to be renewed the Employee will be provided with not less than seven weeks' notice in term time prior to the end of the appointment.

61.5 Positions of Leadership – Variations

The Principal may decide, with the support of the majority of the Consultative Committee, on alternative arrangements to those set out in clause 62.4(a) with respect to tenure of less than two years and an allocation of time release up to 30% of the pool in Secondary and 40% in Primary. Where such a variation is proposed the Union shall be given two weeks' notice prior to a vote being taken.



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