

Dear Principal,

As we head into the final weeks of an extremely busy school year, we want to acknowledge the extraordinary efforts of school leaders.

The implementation of the new Agreement in Catholic schools (the CEMEA) has brought both welcome change and a new set of challenges for schools. I'm writing to you now about some of the challenges that seem to have persistently arisen in schools in the hope that we can work together to get this Agreement working as intended.

Overtime & time in lieu for Education Support Staff and School Services Officers

The provisions around overtime in the new Agreement have not substantially changed, but it's important to remember that overtime provisions for ES/SSO staff are fundamentally different to the new time in lieu provisions for teachers.

- **By default, additional hours worked by ES/SSO staff attract payment with an overtime loading**, unless there is **mutual agreement** to instead accrue time in lieu. Overtime is paid at the normal hourly rate plus a loading (33.3% loading for Education Support Staff, or the appropriate rate for School Support Officers as per Clauses 74.4 & 74.6 of the CEMEA).
- **Time in lieu is to be taken at a time that is mutually agreed**, generally within four weeks of accrual. If it is not taken within four weeks, the employee has the right to have it paid out at the appropriate overtime rate on request.
- **ES / SSO staff cannot be required to accrue time in lieu to balance against times they are not required to work**. Employers are responsible for providing meaningful, safe and appropriately supervised work for each employee, commensurate with their skills and experience. Where such work is not provided, employees should not be required to undertake irrelevant duties or to acquit time in lieu. This means, for example, that there should not be a blanket requirement for Category B staff to work until the end of the gazetted school year or on a school shut-down day. While there may be legitimate work relevant to their role on student-free days, once this is completed they should not be required to continue to attend work. Importantly, they should not be required to acquit a time in lieu balance against days on which there would otherwise not be relevant work for them to undertake. It would be appropriate to discuss with your school's Consultative Committee the meaningful, relevant and appropriate tasks for different categories of Education Support staff to undertake on student-free days.
- **ES staff may be invited to attend school camps, and may agree to do so**. Because of the limits on required overtime for ES (three hours on any occasion, within weekday hours of 8am-6pm) camp attendance must be by mutual agreement. If agreement is reached, these staff are entitled to overtime payments (with a 33.3% loading) and/or time in lieu, calculated at a half rate when 'on call' overnight. The school should clarify the combination of overtime and time in lieu they propose to apply when inviting an ES staff member to attend camp.

[Find our advice sheet on ES / SSO overtime here.](#)

Teacher workloads and Time in Lieu

As you know, there are very significant changes around the regulation of teacher workloads in the CEMEA. We have published advice sheets on the new [30 + 8 workload model](#) and on the operation of [teacher Time in Lieu](#).

Several issues are worth highlighting as we approach the end of the school year:

Consultation

The Agreement requires (Clause 59.3(e)) that annual planning for teacher time in lieu occurs through your Consultative Committee. While planning for 2024 can occur at the start of the year, we strongly advise that Consultative Committees be convened before the end of this term to consider this (if you haven't done this already!) If your school does not have a functioning Consultative Committee as required under the CEMEA, please contact us to discuss setting one up.

At this time of year, Consultative Committees should also be discussing a range of other matters (see Clause 16.1). Note also the specific requirement at Clause 16.3(e) that a Consultative Committee meeting is held each Term 4 in order to make recommendations in relation to the arrangements and schedule of teacher meetings in the following year.

Time in lieu balances

Because of the staggered introduction of time in lieu for teachers this year, there have been some challenges in calculating total balances and in matching this against end-of-year acquittal. It is particularly important to ensure that this is done in a fair and reasonable manner in this transitional year – for example, it would clearly not be reasonable to expect teachers to have accrued the total time in lieu balance needed to acquit against an early end of the year unless accruals have been counted since the start of 2023.

We also advise against characterising time in lieu as being 'owed' by teachers from the start of the year. While the annual planning process through the Consultative Committee does mean that accruals and acquittals should as far as possible be planned and balanced in advance, time in lieu is a provision that is accrued then acquitted, not 'owed' in advance.

Attendance at Mass / Sacraments

Mass and related activities which occur during the school day are treated as Scheduled Class Time. Many schools have managed this by specifying that teachers that would not otherwise be supervising a class at the time are not expected to attend, while others have negotiated through Consultative Committees that teachers who lose preparation time will have a reduction in their class load in the same week.

Like other school-organised events, Mass outside of the school day accrues time in lieu for any teachers required to attend. The celebration of Mass is of course central to the life of every Catholic school and some staff may choose to attend on a voluntary basis but if this is the case, those staff should not be required to perform work at the event.

We hope that this advice is useful. You can access our 15 'Know Your Agreement' advice sheets [as a single collated document here](#).

Again, I really appreciate the efforts made by Principals and school leaders to ensure a fair and consultative transition to the provisions of the new Agreement. Please do not hesitate to contact us for any assistance and advice.

In unity

David Brear

General Secretary

Independent Education Union Victoria Tasmania