



Preston North East
PRIMARY

Leave Policy

Guidelines:

As part of the teaching workplace agreement of 2023 staff are able to request various types of leave. This policy outlines the type of leave available to staff and the school processes required before leave can be approved.

Long service leave:

(a) An employee is entitled to long service leave in accordance with the provisions of section 2.4.25 of the Education and Training Reform Act 2006 (Vic) with long service leave accruing at the rate of 495.6967 hours (three months) after ten years full time service and at the rate of 247.84835 hours (one and a half months) for each completed five years of service thereafter.

(b) In addition to the provisions of section 2.4.25 of the Education and Training Reform Act 2006 (Vic) (or its successor), an employee may access their long service leave entitlements on a pro-rata basis after seven years service and is eligible for pay in lieu of the pro-rata entitlement on termination of employment.

(c) An employee may elect to utilise some or all of their long service leave entitlement at half pay.

(d) An employee may apply to commute a portion of long service leave credits to salary. Except in special circumstances such as financial hardship, commutation of long service leave credits to salary will only be available in conjunction with a long service leave absence of 228 hours (six weeks) or more.

(e) Except where otherwise determined by the Employer, allowances payable under this agreement which meet the following criteria are payable during long service leave:

- (i) the allowance is of a continuing and ongoing nature; and
- (ii) the employee has been in receipt of the allowance for a continuous period of 12 months immediately prior to the commencement of the leave; and
- (iii) the employee would have continued to receive the allowance but for his or her absence on leave.

Guidelines for the Granting of Long Service Leave

Applications for long service leave may be approved providing that the leave will not adversely affect the running of the school and suitable replacement staff members are available.

Applications for long service leave should be submitted in writing and lodged with the Principal **one term** before the intended commencement of leave. The application should specify the exact dates of leave required and whether leave is required on full pay, half pay or a combination of the two.

Employees may apply for payment in advance for long service leave.

Where an employee dies, payment of any resultant entitlement to pay in lieu of long service leave is made payable to the staff member's estate.

Applying for Long Service Leave and Leave Without Pay

1. Applicants should confirm their long service leave entitlement on Edupay Employee Self-Service prior to submitting an application for long service leave.
2. An Application for Leave form is available at the office. This needs to be completed, signed and handed to the Principal prior to leave being granted.
3. Applicants should know if their request has been granted within 4 weeks of the request being made.
4. If cancellation is required, 6 weeks notice prior to the commencement of the leave date must be provided. If other staff have been appointed to cover the absence, staff taking leave will not be able to have it rescinded.
5. If more than one applicant per Term is received the Principal will need to consider:
 - The order in which they were received;
 - The teaching area of the school being affected;
 - The number of teachers in the Department applying for the leave;
 - The length of the leave being applied for;
 - Availability of a replacement;
 - The last time the applicant took leave.
6. Any member whose application for service leave is refused has the right for appeal. Appeals must be in writing and must specify any particular circumstances that the member believes warrant consideration.

Parental Absence

1. Those requesting parental leave should inform the Principal as soon as possible.
2. Employees will need to finish 6 weeks prior to the child's birth and cannot return until 6 weeks after the birth. This can be amended with consultation with the Principal; if the Principal is satisfied the employee can continue in the role satisfactorily. A doctor's letter will be required.
3. Returning from Parental Leave – requests in writing must be received by the end of Term 3 in the year prior to returning. No late requests can be taken as positions will be filled.
4. Parental Leave can be taken for a total of 7 years.
5. Partner Leave – An employee will be granted partner leave with pay for up to 38 hours (five days in respect of a full time employee) to care for the child (or children in respect of a multiple birth) and/or the mother of the child.

Pressing Necessity Leave

Pressing necessity leave will be considered on its merits and on an individual basis for issues such as:

1. Death or serious illness of a spouse, child, father, mother, brother, sister, grandfather or grandmother,
or
2. Their spouse's child, father, mother, brother, sister, grandfather or grandmother.

Sabbatical leave

(a) The Employer may grant an employee sabbatical leave on 80% of salary subject to the employee agreeing to have his/her annual salary reduced by 20% for the relevant work period, and the employee entering an agreement with the Employer covering the terms and conditions of the sabbatical leave.

(b) Unless otherwise approved by the Employer, sabbatical leave must be taken immediately following the completion of the relevant work period during which salary was reduced under subclause (a).

Bereavement Leave

An employee may be granted leave on full pay of up to three days on account of the death of a member of their immediate family or household for the purposes of making funeral arrangements and/or attending the funeral.

Immediate family includes:

- The spouse or domestic partner (including a former spouse or former domestic partner) of the employee. A domestic partner means a person to whom the employee is not married but with whom the employee is living as a couple on a genuine domestic basis (irrespective of gender); and
- a child or an adult child (including an adopted child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

The principal may grant paid leave in other cases where, in their opinion, special circumstances exist. Special circumstances include the death of a:

- step or foster parent or child
- relative who has taken the place of a parent
- relative residing with the employee at the time of the death
- person where employee is the only relative of the deceased person and is the only person available to make the funeral arrangements.
- person with whom the employee had a close relationship (this usually refers to the above mentioned cases and other close personal relationships in extreme cases only).

Leave, with or without pay, in excess of that specified above may be granted if the principal is satisfied that three days is inadequate because of special circumstances (for example, funeral delay or extensive travelling involved).

In considering applications for bereavement leave, it is important to note that each case should be considered on its merits.

Bereavement leave would not normally be granted beyond the date of the funeral.

Any subsequent request for leave on account of grief would need to be granted as personal leave and supported by a required document in accordance with personal leave provisions.

Paid leave is not granted for the execution of any legal business associated with the death of a relative. Leave without pay may be granted for this purpose.

At Preston North East we recognise that the attendance of funerals outside the parameters mentioned above will occur from time to time. If this occurs the staff member must speak to the Principal as soon as practical to organise leave. An Application for Leave form will also need to be completed and signed by both the employee and the Principal.

This leave will revert to personal leave (without a certificate).

Supporting documentation - For applications on account of bereavement, a death/funeral notice should be provided with advice establishing the employee's relationship to the deceased.

Personal Leave

Employees are credited with 114 hours personal leave on full pay on commencement of employment.

Employees employed on a part time basis have access to the personal leave provisions on a pro rata basis according to the time fraction worked.

Applications for personal leave must be supported by a required document. Provided that:-

- (a) Up to 38 hours personal leave (pro rata for part-time employees) may be granted in any calendar year without production of a medical certificate subject to the absence not exceeding three days.
- (b) A medical certificate must be provided for personal leave which occurs either immediately before and/or after a period of long service leave, school vacation or public holiday.
- (c) If a part-time employee is absent on personal leave the day before or after a public holiday and that public holiday is not one of his or her designated working days, a medical certificate for that absence may not be required.
- (d) a medical certificate is required for personal leave:
 - (i) that occurs on a day of stop work action authorised by a relevant union;
 - (ii) where the delegate doubts the authenticity of an illness or injury or the reason for absence.

Where a medical certificate is provided for personal leave (carer's) it must state that the person requiring care and support is suffering from an illness which requires care by another or requires care or support due to an unexpected emergency.

Where an application for personal leave is granted and a medical certificate is required and is not provided, the absence will be without pay.

Time in Lieu

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.

Teachers

The Agreement provides that the principal may require a teacher to undertake a school activity outside the *normal* hours of attendance (i.e. in excess of the 38 hours or normal hours for a part time teacher) and, when this occurs, it will attract *time in lieu*. 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.

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.

An example of where a school activity attracts *time in lieu* is a school debating competition that is held in the evening and where the responsible teacher's attendance at the debating competition is in addition to their 38 hours (or normal hours for a part time teacher) of attendance.

An example of where a school activity does not attract *time in lieu* is a school debating competition that is held after the student instruction time but within the 38 hours (or normal hours for a part time teacher) of attendance from the non-teaching and learning time (i.e. the 8 hour component of work). The responsible teacher undertakes this activity during their normal hours of attendance, so does not accrue any *time in lieu*.

An example of an activity that does not attract *time in lieu* may be a chess club that is conducted by a teacher at their request and agreed by the principal.

Education Support Class

The Agreement provides that the principal may require an education support class employee to undertake work in excess of 38 hours per week (or normal hours for a part time education support class employee) where such work is unavoidable and reasonable notice is provided.

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).

An example of work that attracts *time in lieu* is where the principal requires a school business manager to attend a school council meeting held in the evening to provide council with information relevant to the administration of the school in addition to their 38 hours (or normal hours for a part time education support class employee) of allocated duties.

Acquittal of Time in Lieu

The Acquittal of time in lieu should be discussed in a timely manner with the Assistant Principal or Principal

Where possible this should be discussed before the time is accrued and acquitted within the term of accrual.

There are four options available to schools for the acquittal of *time in lieu* for employees:

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.
- 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.

Evaluation

This Policy was Last Reviewed at School Council in June 2023.